

SOLICITATION, OFFER, AND AWARD			Project Title Migration from Gallery Place Modernizations			Page of Pages 1 68	
2. CPFMD Reference Number		3. Solicitation Number DCSC-21-RFP-087		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP)		5. Date Issued 07/09/2021	
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: Flor de Maria de Rivera					
NOTE: In the sealed bid, solicitations "offer" or "Contractor" means "bid or "bidder."							
SOLICITATION							
9. THE DISTRICT OF COLUMBIA COURTS REQUIRES PERFORMANCE OF THE WORKS DESCRIBED IN THESE DOCUMENTS (Title, date) A Pre-Proposal Tele Conference will be held on DATE 07/19/2021 at 10:00 AM local time. A Pre-Proposal site walk will be held on Date: 07/23/2021 at 8:00 AM local time. Offerors shall provide the following information no later than Date: 07/22/2021 @3:00 PM , for all participants to (e-mail): maria.rivera@dccsystems.gov , Senior Contract Specialist to participate in the conference call, provide: 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 on or about 14 calendar days after contract award. The Contractor shall achieve Final Completion within ___ calendar days after receiving the Notice to Proceed.							
11. THE CONTRACTOR MUST FURNISH ANY REQUIRED BID, PERFORMANCE, PAYMENT AND WARRANTY BONDS Bid Bond Yes <input checked="" type="checkbox"/> No ___ % <u>5</u> % of the total amount of their proposal Performance and Payment Bond Yes <input checked="" type="checkbox"/> No ___ % <u>100</u> % Within ___ Calendar days after receiving the notice to proceed Warranty Bond Yes <input checked="" type="checkbox"/> No ___ % <u>5</u> % Within ___ Calendar days after final acceptance							
12. ADDITIONAL SOLICITATION REQUIREMENTS: a. Sealed offers in original and <u>5</u> copies to perform the work required are due at the place specified in Item 8 by Date 8/16/ 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 maria.rivera@dccsystem.com		B. Telephone (Area Code) (Number) (Ext) (901) 901-1547		C. E-mail Address Maria.rivera@dccsystem.com	
14. Table of Contents							
(X)	Section	Description	Page No.	(X)	Section	Description	Page No.
	PART I – THE SCHEDULE				PART II – CONTRACT CLAUSES		
	A	Solicitation/Contract Form	1				
X	B-0	Table of Content	2	X	I	Contract Clauses	
X	B	Supplies or Services and Price/Cost			PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS		
X	C	Specifications/Work Statement		X	J	List of Attachments	
X	D	Packaging and Marking			PART IV – REPRESENTATIONS AND INSTRUCTIONS		
X	E	Inspection and Acceptance					
X	F	Deliveries or Performance		X	K	Representations, certification and other statements of Contractors	
X	G	Contract Administration Data		X	L	Instructions, conditions & notices to contractors	
X	H	Special Contract Requirements		X	M	Evaluation factors for award	
15. In conjunction with the above, the undersigned agrees, if this offer is accepted within <u>120</u> calendar days from the receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.							
SOLICITATION, OFFER, AND AWARD (Continue d) (Construction, Alteration, or Repair)							
15A. Name and Address of Contractor				15D. Name and Title of Person Authorized to Sign Offer/Contract			
15B. Telephone (Area Code) (Number) (Ext)			<input type="checkbox"/> 15 C. Check if remittance address is different from above – Refer to section G		15E. Signature and Corporate Seal		
All written communications regarding this solicitation should be addressed to the Contracting Officer : maria.rivera@dccsystem.gov iling address listed on page 1.							

TABLE OF CONTENTS

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

B.0 Definitions

B.1 Contract Type

B.1.1 RFP Schedule

B.2 Project Delivery Method & Procurement Type

B.2.1 Design-Build Delivery

B.2.2 Progressive Design-Build (PDB) Procurement

B.2.2.1 Pre-Construction Phase (Phase One)

B.2.2.2 Construction Phase (Phase Two)

B.3 Project Overview

B.4 Project Deliverable Milestones & Substantial Completion Date

B.4.1 Pre-Construction Phase (Phase One) Services

B.4.2 Construction Phase (Phase Two) Services

B.5 Project Budget & Funding Limitations

B.6 Price Schedule

B.6.1 Pre-Construction Phase (Phase One) Services

B.5.1.1 Fixed Price for design services

B.5.1.2 Allowances for “early release” or “early work” packages* on critical path as design progresses

B.6.1.1 Allowances for early-Work Packages

B.6.1.2 Allowance Items/Early-Work Packages for Inclusion in Offeror’s Proposal

B.6.2 Construction Phase (Phase Two) Services

B.6.2.1 Construction Phase Proposal

B.6.2.2 Acceptance of Proposal

B.6.2.3 Failure to Accept Proposal

B.6.2.4 Proposal Certification

B.7 Additional Pricing Inclusions

B.7.1 Option 1

B.7.2 Option 2

B.7.3 Option 3

B.8 Offerors Pre-Proposal Responsibility & Representation

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 Project Objectives

C.2 Project Background

C.2.1 Overview of the Facilities at the Judiciary Square Campus

C.2.2 Overview of MGP Modernizations Project Plan in 500 Indiana Ave N.W. (H. Carl Moultrie Courthouse)

C.2.3 Overview of MGP Modernizations Project Plan in 515 5th St N.W. (Building A)

C.2.4 Overview of MGP Modernizations Project Plan in 510 4th St N.W. (Building B)

C.2.4.1 Building B—B1 Level

C.2.4.2 Building B—1st Floor

C.2.4.3 Building B—2nd Floor

C.2.4.4 Building B—3rd Floor

C.3 Project Scope

C.3.1 General Requirements

- C.3.2 Minimum Performance Requirements
- C.3.3 Work Site Requirements
- C.3.4 Government Furnished Government Installed (GFGI) Equipment Requirements
 - C.3.4.1 Furniture
 - C.3.4.2 Security
 - C.3.4.3 IT/AV/Communications
- C.3.5 Furniture, Fixtures and Equipment (FF&E) Requirements
- C.3.6 Stakeholder Coordination Requirements
 - C.3.6.1 Design Needs List
- C.3.7 Sequence of Design-Construction

C.4 Pre-Construction Phase (Phase One) Requirements

C.4.1 Design Management

- C.4.1.1 Professional Services/Designer of Record Responsibilities
- C.4.1.2 Design Development Process
- C.4.1.3 Design Document Review and Acceptance
- C.4.1.4 Design Support During Construction
- C.4.1.5 Delivery of Design Submittals
- C.4.1.6 Design Document/Data Standards

C.4.2 Initial Design Deliverables Required

- C.4.2.1 Design Quality Control (DQC) Plan
- C.4.2.2 Design Submission Schedule
- C.4.2.3 Initial Submittal Register
- C.4.2.4 Existing Conditions & Site Survey
 - C.4.2.4.1 Pre-Bid Conference
 - C.4.2.4.2 Site Survey
 - C.4.2.4.3 As-Built Drawings
- C.4.2.5 Initial Design Meeting
- C.4.2.6 Program Verification Report

C.4.3 Concept Design Deliverables Required

- C.4.3.1 Design Intent Document (DID) Requirements 1
 - C.4.3.1.1 DID Overview
 - C.4.3.1.2 DID Format
 - C.4.3.1.3 DID Level 1 (DID 1) Submission
 - C.4.3.1.4 DID 1 Meetings
 - C.4.3.1.5 DID Level 2 (DID 2) Submission
 - C.4.3.1.6 DID 2 Meetings
- C.4.3.2 Concept Design (35%) Submission
 - C.4.3.2.1 Concept Design (35%) Cost Estimate

C.4.4 Construction Document Deliverables Required

- C.4.4.1 Preliminary Design (65%)
 - C.4.4.1.1 Architectural
 - C.4.4.1.2 Mechanical – HVAC
 - C.4.4.1.3 Mechanical – Plumbing
 - C.4.4.1.4 Mechanical – Fire Protection
 - C.4.4.1.5 Electrical – Interior Electrical System
 - C.4.4.1.6 Electrical – Electronic Systems
 - C.4.4.1.7 Preliminary Design (65%) Cost Estimate
- C.4.4.2 Final Design (95%)
 - C.4.4.2.1 Final Design (95%) Cost Estimate

C.4.4.3 Corrected Final Design/Issued For Construction Submission (100%)

C.5 Construction Phase (Phase Two) Scope

C.5.7 Construction Management

- C.5.7.1 Construction Management Plan
- C.5.7.2 Supervision
- C.5.7.3 Occupied Portions of the Building
- C.5.7.4 Owner Approvals and Permits
- C.5.7.5 Labor and Materials
- C.5.7.6 Project Safety
- C.5.7.7 Warranty of Work
- C.5.7.8 Correction of Defective Work
- C.5.7.9 No Adjustment to Fee
- C.5.7.10 As-Built and Closeout Documentation

C.6 Division of Responsibilities

C.7 Order of Precedence

C.8 Site Access

C.9 Deviations and Substitutions to Accepted Design

C.10 Submittals

SECTION D: PACKAGING AND MARKING

SECTION E: INSPECTION AND ACCEPTANCE OF CONSTRUCTION

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

SECTION G: CONTRACT ADMINISTRATION

SECTION H: SPECIAL CONTRACT REQUIREMENTS

SECTION I: CONTRACT CLAUSES

SECTION J: ATTACHMENTS

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

SECTION M: EVALUATION FACTORS

[END OF TABLE OF CONTENTS]

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

B.0 DEFINITIONS:

When used in this RFP, the terms below have the following meanings:

B.0.1 Work

Work is comprised of all D-B's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

B.0.2 Owner's Project Criteria

Owner's Project Criteria are developed by or for Owner to describe Owner's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing D-B's performance of the Work. Owner's Project Criteria may include conceptual documents, design criteria, design performance specifications, design specifications, and LEED® or other sustainable design criteria and other Project-specific technical materials and requirements.

B.0.3 Site

Site is the land or premises on which the Project is located.

B.0.4 Day

Day or *Days* shall mean calendar days. *Time*, if stated in a number of days, will be calendar days. Both, therefore, include Saturdays, Sundays, and holidays, unless otherwise stated herein.

B.0.5 Design-Build Team

Design-Build Team is comprised of the Builder or Contractor, the Design Consultant, and key Subcontractors identified by the Design-Builder.

B.0.6 Construction Documents

Construction Documents are the documents, consisting of drawings, specifications and calculations, to be prepared or assembled by the D-B consistent with the Basis of Design Documents unless a deviation from the Basis of Design Documents is specifically set forth in a Change Order executed by both the Owner and D-B.

B.0.7 Substantial Completion

Substantial Completion or *Substantially Complete* means the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes. For complete definition and process refer to **Attachment J.20** Section 6.6.

B.0.8 Contract or Final Completion

Contract Completion or *Final Completion* is the date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in

the punch list prepared under **Attachment J.20** Section 6.6.1 and the submission of all documents set forth in **Section C**, **Section F.3** and **Attachment J.20** Section 6.7.2.

B.0.9 Subcontractor

Subcontractor is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include materialmen and suppliers.

B.0.10 Force Majeure Events

Force Majeure Events are those events that are beyond the control of both Design-Builder and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

B.0.11 Not to Exceed Project Cost

Dollar value provided by Owner within which the Design-Builder shall deliver the Project.

B.1 CONTRACT TYPE: A Single Fixed Price (Lump Sum) Contract with two (2) phases: (i) Pre-Construction Phase (Phase One) and Construction Phase (Phase Two). A separate Fixed Price (Lump Sum) will be negotiated for each phase.

B.1.1 RFP Schedule

RFP Advertisement: 07/09/21

Pre-Proposal Conference Call: 7/21/2021 at 10:00 AM

RFP Questions due to D.C. Courts: 08/02/2021

Proposals Due date: 08/16/2021

Notice of Award - on or about : 09/23/2021

B.2 PROJECT DELIVERY METHOD AND PROCUREMENT TYPE:

B.2.1 Design-Build Delivery

The D.C. Courts' Procurement and Contracts Branch, on behalf of the Capital Projects & Facilities Management Division (CPFMD) of the District of Columbia Courts, ("D.C. Courts, Courts or Owner") is issuing this Request for Proposal ("RFP") to solicit design-build proposals ("Proposal(s)") from offerors ("Offeror(s)") interested to serve as the Design-Builder or Design-Build Team ("D-B") for design-build delivery of the Migration from Gallery Place Modernizations project ("the Project"). The purpose of this RFP is to determine which Offeror will be awarded the Design-Build contract ("Agreement", Design-Build Agreement" or "Contract") for the Project. The D-B shall provide services to meet all requirements of the RFP and submit all deliverables as detailed in the RFP.

B.2.2 Progressive Design-Build Procurement

The D.C. Courts will procure design-build delivery of the Project by implementing a Progressive Design-Build (PDB) approach via a one-step selection process. A single Contract will be awarded to one D-B to deliver the Project in two (2) distinct steps or phases: (i) the Pre-Construction Phase (Phase One); and (ii) the Construction Phase (Phase Two). The D-B will be selected via a best value selection process whereby D-B is selected based on team qualifications (non-price) and fixed price of Pre-Construction or Phase One services and allowances (price).

B.2.2.1 Pre-Construction Phase (Phase One)

The Pre-Construction Phase will start with the issuance of the notice to proceed (NTP) on the Contract. The D.C. Courts will issue a notice to proceed for preconstruction services to be provided during the Preconstruction Phase (the “Pre-Construction NTP”). Offerors shall submit Proposals premised upon agreeing to the terms of the RFP. A Proposal that identifies or describes changes or exceptions to the RFP may be deemed non-responsive.

Section C.4 details the scope of work (“Scope”) for the Pre-Construction Phase of the Project. The D-B shall (i) prepare and submit soft and hard copies of design deliverables identified in **Section B.4.1**, Table 1—Pre-Construction Phase Milestone Deliverables and detailed in **Section C.4**, (ii) develop cost estimates for each design submission as identified in **Section C.4** (iii) develop cost estimates to establish fixed fee(s) for early-work packages against allowances established with Pre-Construction Phase Contract award (iv) obtain bids from trade subcontractors as necessary to perform the work described in the design submissions identified in **Section C.4** and early-work packages identified during the design process; (v) engage in any value engineering and scoping exercises necessary to return the cost of the work to the NTE Project Cost, if required; (vi) develop fixed fee price for the Construction Phase (Phase Two) of the Project (vii) engage in other typical pre-construction activities, including identifying any long-lead items. In general, D-B shall perform Pre-Construction Phase services to the level of completion required for D-B and Owner to establish the lump sum or fixed price for the Construction Phase (Phase Two).

B.2.2.2 Construction (Phase Two)

Upon Owner acceptance of the Final Design (95%) submission during the Pre-Construction Phase, a fixed price will be negotiated for the Construction Phase (Phase Two) of the Project. The negotiated fixed price will include all additional scope of work detailed in **Section C.5** to include the following: (i) procurement of all construction materials and equipment required for the Project, (ii) the performance of construction services required during the Construction Phase to successfully deliver move-in ready space to Owner no later than the date specified in **Section B.4.1**, Table 2—Construction Phase Milestones, and (iii) the start-up, testing, and commissioning of the Project.

B.3 PROJECT OVERVIEW:

The D.C. Courts currently lease office space on the 5th & 6th floors of 616 H Street, NW (Gallery Place) immediately adjacent to the D.C. Courts’ Judiciary Square Campus. Refer to **Attachment J.21** (The Judiciary Square Master Plan – Washington, D.C. dated 4 March 2005) for overview and extents of the DC Courts facilities at the Judiciary Square site (often referred by the Courts to as the Judiciary Square campus). The purpose of the temporary Gallery Place lease was to meet the space needs of support divisions that could not be accommodated in government-owned buildings located in Judiciary Square during the construction of an addition to the H. Carl Moultrie Courthouse at 500 Indiana Avenue NW (Moultrie Courthouse Addition).

As construction of the Moultrie Courthouse Addition is nearing completion, the D.C. Courts is preparing to return the support divisions housed at Gallery Place back to its government-owned portfolio of buildings at the Judiciary Square campus and terminate the lease at Gallery Place. Termination of the lease will only be possible with (1) completion of the construction of the Addition (currently ongoing), and subsequent relocation of some D.C. Courts personnel into the

Moultrie Courthouse Addition and (2) the modernization of space in Buildings A (515 5th Street N.W.) and B (510 4th Street N.W.), and subsequent relocation of remaining D.C. Courts personnel into those buildings.

The modernization of space in Buildings A (515 5th Street N.W.) and B (510 4th Street N.W.) constitute the Migration from Gallery Place Modernizations project (the “Project”) that will be delivered via the Contract awarded as a result of this RFP. The Owner’s expectation is that the D-B deliver modernized space in Buildings A and B, that is certified for occupancy upon delivery. **SECTION C: SPECIFICATIONS/WORK STATEMENT** details the Project objectives, background, and scope. The D-B shall note that delivery of the Project has no dependency on the completion of the construction (currently ongoing) of the Moultrie Courthouse Addition. Should construction be delayed, the Owner will determine a means of temporarily relocating personnel occupying space in Building B designated for construction.

B.4 PROJECT DELIVERABLE MILESTONES & SUBSTANTIAL COMPLETION DATE

B.4.1 Pre-Construction Phase (Phase One)

Table 1 lists the milestone design deliverables/submittals required in the Pre-Construction Phase. **Section C.4** details the scope associated with each milestone listed in Table 1. The D-B shall determine the schedule to deliver the milestone design deliverables/submittals in Table 1 with the intent to submit the Corrected Final Design (100%/IFC) no later than the date indicated in Table 1.

Assuming award of the Contract and NTP no later than 30 September 2021, Owner has assumed a design duration of seven (7) months from start to finish. Should the D-B anticipate a longer design duration or wish to deliver the Corrected Final Design (100%/IFC) earlier than the date indicated in Table 1, then the D-B shall identify the anticipated delivery date in the Pre-Construction Proposal for the Owner’s review and consideration.

D-B shall note that required submissions are indicated in Table 1 as due “per Design Submission Schedule,” as the D-B shall determine, per **Section C.3.7**, the sequencing to deliver the design submissions with the intent to meet the Substantial Completion dates for the Project as indicated in Table 2.

D-B shall also note that separate drawing packages are required for Buildings A and B.

Milestone Deliverables/Submittals	Calendar Days After NTP
PRE-CONSTRUCTION PHASE (Phase One)	
Submit Design Quality Control (DQC) Plan	14
Submit Design Submission Schedule	14
Submit Initial Submittal Register	14
Conduct Existing Site Survey	14
Submit Existing Site Survey Report	Prior to Initial Design Mtg
Conduct Initial Design Meeting	21
Submit Program Verification Report	Prior to DID1 end user mtg
Submit Design Intent Document 1 (DID 1) per end user	90
Submit Design Intent Document (DID 2) per end user, signed	Per Design Submission Sch

Submit Schematic Design (35%), Building A	Per Design Submission Sch
Submit Schematic Design (35%), Building B (B1, 2 nd , 3 rd)	Per Design Submission Sch
Submit Preliminary Design (65%), Building A	Per Design Submission Sch
Submit Preliminary Design (65%), Building B (B1, 2 nd , 3 rd)	Per Design Submission Sch
Submit Final Design (95%), Building A	Per Design Submission Sch
Submit Final Design (95%), Building B (B1, 2 nd , 3 rd)	Per Design Submission Sch
Submit Corrected Final Design (100%/IFC), Building A	Per Design Submission Sch
Submit Corrected Final Design (100%/IFC), Building B (B1, 2 nd , 3 rd)	NLT 30 APR 2022

Table 1 – Pre-Construction Phase Milestone Deliverables

B.4.2 Construction Phase (Phase Two)

Table 2 lists personnel moves to be completed by Other Government Contractors (OGC) of the D.C. Courts. The D-B is not responsible for completing the personnel moves, however, the D-B shall incorporate all OGC milestones into the Project Schedule to track as coordination points with the Owner per **Section C.6**.

Note that the dates provided in Table 2 are indicated as No Later Than (NLT) dates. Assuming award of the PDB contract no later than 30 September 2021 and a design duration of seven (7) months, the Substantial Completion NLT dates indicated in bold font in Table 2 assume a Construction Phase duration of seventeen (17) months from the date of Corrected Final Design (100%/IFC) submission acceptance. Should the D-B anticipate a longer Construction Phase duration or wish to substantially complete construction in either Building A or Building B (per floor) earlier than the date(s) indicated in Table 2, then the D-B shall identify the anticipated substantial completion date(s) in the Pre-Construction Proposal for the Owner’s review and consideration.

Note that Substantial Completion NLT dates provided for Buildings A and B are the same date, however, it is the Owner’s expectation that the D-B determine the sequence and schedule for construction in each building and per floor in Building B with the intent to be substantially complete with construction in Buildings A and B no later than the date(s) indicated in Table 2. The D-B shall adjust both design and construction durations as necessary for cost efficiency, Work efficiency, and to meet the Substantial Completion NLT dates identified in Table 2.

The D-B shall determine the schedule for all additional Construction Phase milestones required, but not listed in Table 2 with the intent to be substantially complete with construction in Buildings A and B no later than the date(s) indicated in Table 2.

The D-B shall note that the substantial completion milestone date(s) for Buildings A and B (2nd and 3rd floors) indicated as bold font aligns with the Gallery Place lease termination date and, cannot be delayed without the Owner incurring significant cost to either (i) extend the lease at GP or (ii) find alternative accommodations for the end users planned to occupy the floors.

Section C.5 details the scope associated with each Construction Phase milestone listed in Table 2.

Construction & OGC Milestones (in <i>Italics</i> work to be done by other GC)	Calendar Days After NTP
CONSTRUCTION PHASE (Phase Two)	
Start Construction, Building A	Per Project Schedule
<i>Social Services move to CSA PH2B (from Building B/2nd & 3rd floor)</i>	<i>Prior to const. start</i>
<i>Metro Police move to CSA PH2B (from Building B/3rd floor)</i>	<i>Prior to const. start</i>
<i>USMS move out of area of construction Building B/B1</i>	<i>Prior to const. start</i>
Start Construction, Building B (B1, 2 nd , 3 rd)	Per Project Schedule
Substantial Completion, Building A	NLT 30 SEPT 2023
<i>Office of the Auditor Master move to Building A (from GP)</i>	<i>NLT December 2023</i>
Substantial Completion, Building B (2nd, 3rd)	NLT 30 SEPT 2023
<i>CPFMD move to Building B/2nd Floor (from GP)</i>	<i>NLT 30 October 2023</i>
<i>ASD & BFD move Building B/3rd Floor (from GP)</i>	<i>NLT 30 October 2023</i>
<i>CPFMD De-Commission space at Gallery Place</i>	<i>30 November 2023</i>
<i>Terminate Lease at Gallery Place (Lease Expiration date)</i>	<i>30 December 2023</i>
Substantial Completion, Building B (B1)	NLT 30 SEPT 2024
<i>L&T Resource Ctr & DC Law Students move to Buliding B/B1 Level</i>	<i>APR 2024</i>
Submit As-Built Drawing, Building A	Per Project Schedule
Submit As-Built Drawing, Building B (B1, 2 nd , 3 rd)	Per Project Schedule
Contract Completion, Building A	30 DEC 2024/POP end date
Contract Completion, Building B (B1, 2 nd , 3 rd)	30 DEC 2024/POP end date

Table 2 – Construction Phase Milestones

B.5 PROJECT BUDGET & FUNDING LIMITATIONS:

The D.C. Courts has approximately \$24 million to complete the Project in it’s entirety. The funded amount of \$24 million shall serve as the Not to Exceed (NTE) Project Cost that includes all costs incurred by the D-B (to include project soft costs, hard costs, contingencies, etc.) to provide Pre-Construction Phase (Phase One) and Construction Phase (Phase Two) services required to deliver the Project.

In no event shall D-B be entitled to receive more than the NTE Project Cost for delivery of the Project, unless changes to the scope are authorized in advance and in writing by the Contracting Officer. Accordingly, Offerors shall consider the NTE Project Cost when submitting proposals for Pre-Construction Phase services.

B.6 PRICE SCHEDULE

B.6.1 Pre-Construction Phase (Phase One) Services

In response to the RFP, the Offeror shall submit the following:

- i. A fixed price for all services detailed in **Sections B.2.2.1** and **C**, and otherwise required during the Pre-Construction Phase to successfully deliver a Corrected Final Design (100%) or Issued for Construction submission to the Owner by the date specified in **Section B.4.1**, Table 1;
- ii. An established allowance for each early-work package identified in **Section B.6.1.1** and **B.6.1.2**. D-B shall track the development of fixed price proposals for early-work packages during the Pre-Construction Phase against established allowances to ensure Project remains within the NTE Project Cost;

- iii. A list of the assumptions and clarifications made by D-B in the preparation of the Proposal;
- iv. A schedule detailed enough to illustrate D-B's delivery of the Final Design NLT date specified in **Section B.4.1**, Table 1 and to deliver the Project by the Substantial Completion date identified in **Section B.4.2**, Table 2;
- v. A list of staff classifications envisioned under each Allowance for early-work packages, Allowance Values (rates), statement of Allowance Value basis;
- vi. A schedule of unit prices and requirements detailed on Section 11.8;

The fixed price negotiated for the Pre-Construction Phase (Phase One) Services shall include the D-B's sole compensation for all preconstruction services performed. Allowances shall fund early-work packages approved by Owner and negotiated during the Pre-Construction Phase.

B.6.1.1 Allowances for Early-Work Packages

In response to the RFP, the Offeror shall submit an allowance as a separate line item (Allowance Item) for each early-work package identified below. Per **Section C.4**, the D-B shall identify early-work packages recommended for Owner consideration with each design deliverable.

- B.6.1.1.1 D-B shall prioritize Allowance Items/early-work packages that impact the critical path of construction and identify dates by which early-work packages need to be executed to have the most impact.
- B.6.1.1.2 Each Allowance item/early-work package shall be a severable and independent package and shall be recommended with the intent to (i) expedite completion of the Project, (ii) mitigate overall Project risk, (iii) reduce overall Project cost, where possible.
- B.6.1.1.3 No work shall be performed on any Allowance Item without D-B first obtaining in writing advanced authorization to proceed from the Contracting Officer (CO).
- B.6.1.1.4 The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including design fees, Design-Builder's overall project management and general conditions costs, overhead and fee, are deemed to be included in the original Contract Price, and are not subject to adjustment, regardless of the actual amount of the Allowance Item.
- B.6.1.1.5 For each early-work package developed after award of the Pre-Construction Phase, D-B and Owner shall bilaterally agree to the scope, schedule and fixed pricing and the Contract shall be modified and increased by the dollar value of the fixed price for the early-work package.

B.6.1.2 Allowance Items/Early-Work Packages for Inclusion in Offeror's Proposal

Contractor Shall propose on attachment K the labor categories to be used under each allowance.

- B.6.1.2.1 HAZMAT testing & HAZMAT abatement/remediation
- B.6.1.2.2 Demolition
- B.6.1.2.3 Site/construction preparation work—temporary walls, temporary circulation route prep, temporary signage fabrication & installation, supplemental security cabling & equipment
- B.6.1.2.4 Relocation of existing equipment & services—such as MEP equipment, conduit, piping, HVAC systems, security systems, fire protection systems, IT/AV/communication cabling) to maintain operations in occupied portions of the building.
- B.6.1.2.5 Long-lead item purchase/procurement

B.6.1.2.6 Obtain all regulatory agency approvals and building permits required to deliver the Project

B.6.2 Construction Phase (Phase Two) Services

B.6.2.1 Construction Phase Proposal

Per **Section C.4.4.2.1**, upon completion of the 95% design submission, D-B shall submit an updated detailed Cost Estimate of the 95% design and a statement that the design delivered can be constructed within the Owner's budgeted amount or NTE Project Cost. The detailed Cost Estimate submitted shall serve as the basis of the D-B's Construction Phase proposal to Owner (the "Proposal") for the completion of the Construction Phase (Phase Two) that will conclude with delivery of the Project. Upon receipt of the D-B's construction Phase Proposal, the Owner and D-B shall negotiate a Lump Sum or Fixed Price for the Construction Phase (Phase Two) of the Project within the NTE Project Cost. The Proposal shall include the following, at a minimum, unless parties mutually agree otherwise during the Pre-Construction Phase:

- i. A fixed price for all services detailed in **Sections B.2.2.2** and **C.5**, and otherwise required during the Construction Phase to successfully deliver the Project to the Owner by the date specified in **Section B.4.2**, Table 2;
- ii. A list of the assumptions and clarifications made by D-B in the preparation of the Proposal. The assumptions and clarifications shall take precedence over the Final Design submission. The D-B shall prepare a separate memorandum that highlights any differences between the Final Design submission and the modifications made in the assumptions and clarifications. Such memorandum shall specifically address any changes in the Project's aesthetics, functionality or performance;
- iii. Identification of any deviations from the Final Design (95%) submission in its entirety as detailed in **Section C.4.4.2** (the basis of the Proposal) or statement that there are no deviations.
- iv. A schedule detailed enough to illustrate D-B's delivery of the Project NLT than the date specified in **Section B.4.2**, Table 2;
- v. A list of early-work packages completed or in the process of completion by D-B and the application of the early-work cost towards the construction effort and drawn down from the NTE Project Cost;
- vi. If applicable, a list of Allowance Items, Allowance Values, and a statement of their basis;
- vii. A schedule of unit prices;

The fixed price negotiated for the Construction Phase (Phase Two) Services shall include all Project hard and soft costs required to deliver the Project and shall be the D-B's sole compensation for all Work performed during the Construction Phase.

B.6.2.2 Acceptance of Proposal. If Owner accepts the Proposal, as may be amended by D-B, the Contract Price and its basis shall be set forth in an amendment to this Agreement, when mutually agreed between the parties (Contract Price Amendment). Once the parties have agreed upon the Contract Price and Owner has issued a NTP for the Construction Phase (Phase Two), D-B shall perform the Phase Two services, as described herein and may be further described in the Contract Price Amendment.

B.6.2.3 Failure to Accept the Proposal. If Owner rejects the Proposal, or fails to notify Design-Builder in writing on or before the date specified in the Proposal that it accepts the Proposal, the Proposal shall be deemed withdrawn and of no effect. In such event, Owner and D-B shall determine how the Project will proceed, with Owner having the following options:

- i. Owner may suggest modifications to the Proposal, whereupon, if such modifications are accepted in writing by D-B, the Proposal shall be deemed accepted and the parties shall proceed in accordance with **Section B.6.2.2** above; or
- ii. Owner may terminate this Agreement for convenience. In this event, D-B shall not be entitled to payment for any Construction Phase (Phase Two) services and Owner has the right to competitively bid the remainder of the Work using the Pre-Construction (Phase One) documents provided by the D-B.

If Owner terminates the relationship with D-B, then Design-Builder shall have no further liability or obligations to Owner under this Agreement.

B.6.2.4 Proposal Certification. As part of the Amendment, the D-B shall certify that the Proposal established thereby (i) contains sufficient amounts to perform all Work necessary to deliver the Project in its entirety; and (ii) contains sufficient amounts to provide and construct any items that are necessary for a fully functioning facility that meets the Project requirements as indicated in the D-B's Final Design (95%) submission (with deviations, if applicable) for the Project. The D-B shall further covenant and agree in the Cost Amendment that D-B will perform all of the construction work necessary for the Final Completion of the Project, including without limitation, all aspects of the Work for the NTE Project Cost established.

B.7 ADDITIONAL PRICING INCLUSIONS

The D.C. Courts has requested and anticipates receipt of additional funding to complete more work towards the effort of modernizing Building B. Should the Owner receive additional funding requested, the following options will be considered for addition to the Project Scope that shall increase the NTE Project Cost via amendment to this Agreement. Depending on date(s) funding is received, Owner will consider options either during the Pre-Construction or Construction Phase of the Project. Owner shall provide Owner's Project Criteria, NTE cost for each option, and revised Substantial Completion date(s) as funding is received and the Owner decides to consider completing the Work as an increase in Scope to this Agreement. At that time, Owner shall request a Proposal for the option from D-B. The following options shall be considered:

B.7.1 Option 1: Building B – Comprehensive Design-Build activities required to modernize the remaining portion of the 2nd Floor of Building B (approximately 10,400 GSF of courtroom, chamber and office-type space), to include courtroom 53 (Landlord & Tenant Courtroom) and courtroom 52 (Civil Courtroom) and adjacent support spaces. Scope of work will include building system improvements to support the modernization, and interior fit-out of the space identified. Design-Build activities required include all pre-design activities, beginning with End User program verification, through delivery of modernized space for occupancy.

B.7.2 Option 2: Building B – Comprehensive Design-Build activities required to modernize the entire 1st Floor of Building B (approximately 18,000 gross square feet (GSF) of courtroom

and office-type space), to include courtroom 109 (Landlord & Tenant Courtroom) and courtroom 119 (Small Claims & Conciliation Courtroom) and all adjacent support spaces. Scope of work will include building system improvements to support the modernization, and interior fit-out of the space identified. Design-Build activities required include all pre-design activities, beginning with End User program verification, through delivery of modernized space for occupancy.

B.7.3 Option 3: Building B – Comprehensive Design-Build activities required to secure the Northeast block of the DC Courts’ Judiciary square campus. Design-Build activities required include all pre-design activities, beginning with existing site and requirement verification, through delivery of a secured perimeter surrounding Building B and its exterior grounds.

B.8 OFFERORS PRE-PROPOSAL RESPONSIBILITY AND REPRESENTATION

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

- i. Examine and carefully study the RFP Documents, including any addenda and other information or data identified in all of the RFP Documents;
- ii. Visit the Project Site and become familiar with and satisfy itself as to the general, local, and site conditions that may affect the fees required to be submitted with the Offeror’s Proposal;
- iii. Address all potential impacts with third parties and ensure all such impacts have been included in the Offeror’s Proposal;
- iv. Become familiar with and aware of all federal, state, and local laws and regulations that may affect the cost, progress, or performance of its work on the Project;
- v. Determine that the RFP Documents are sufficient to indicate and convey understanding of all terms and conditions for the performance of Offeror’s work on the Project; and
- vi. Notify the D.C. Courts in writing of all conflicts, errors, ambiguities, or discrepancies that Offeror discovers in the RFP Documents. Any failure to fulfill these responsibilities is at the Offeror’s sole risk and no relief will be provided by the D.C. Courts.

[END OF SECTION B]

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

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 PROJECT OBJECTIVES

The D-B Ctr shall provide comprehensive design-build services and complete all design-build activities required to complete the modernization of space in Buildings A and B, so (i) D.C. Courts personnel currently occupying leased space at Gallery Place may be permanently relocated into Buildings A and B and (ii) the D.C. Courts may release the lease at Gallery Place. The D-B shall meet the objectives of the project within the NTE Project Cost and shall deliver a project that reflects the quality of design, material finishes, and detailing consistent with offices affiliated with the D.C. Superior Court in our nation’s capital.

C.2 PROJECT BACKGROUND

C.2.1 Overview of Facilities at the Judiciary Square Campus

The chart below identifies the facilities that compose the DC Courts’ Judiciary Square campus. Refer to **Attachment J.31** (District of Columbia Courts Facilities Master Plan 2019, Issued July 2020) for an overview of the facilities at DC Courts’ Judiciary Square campus.

In particular, three (3) government-owned buildings are relevant to the Project—the H. Carl Moultrie Courthouse, Building A, and Building B—as DC Courts personnel currently occupying the Gallery Place (GP) building are planned to migrate/relocate to these three (3) buildings prior to D.C. Courts’ release of the GP lease (note lease termination date above in section **B.4.2**, Table 2).

Facility Type	Building Address	Area (Gross Square Feet/GSF)
Court / Office Building	500 Indiana Avenue NW (H. Carl Moultrie Courthouse)	909,400
Court / Office Building & Parking Lot	515 5th St NW (Building A)	123,900
Court / Office Building & Parking Lot	510 4th St NW (Building B)	122,500
Court / Office Building	410 E St NW	54,000
Court / Office Building	430 E St NW (Historic Courthouse)	146,550
Parking Garage	449 5th St NW (Garage)	101,200
Total Square Footage		1,457,550 GSF

C.2.2 Overview of MGP Modernizations Project Plan in 500 Indiana Ave N.W. (H. Carl Moultrie Courthouse)

Of the DC Courts divisions currently occupying GP, three (3) are planned to migrate into the final phase (Phase 2B) of the Moultrie Courthouse addition when construction is completed by an Other Government Contractor (OGC)—the Strategic Management Division, the Human Resources Division, and the Center for Education & Training.

Construction of the final phase of the Moultrie Courthouse addition is currently underway and will be completed by OGCs. This information is for Project overview only, D-B is not responsible for any work in the Moultrie Courthouse as part of Project.

C.2.3. Overview of MGP Modernizations Project Plan in 515 5th St N.W. (Building A)

Of the DC Courts groups currently occupying GP, one (1) is planned to migrate into Building A when the D-B completes the modernization of their planned location—the Office of the Auditor Master.

D-B shall plan and execute all design-build activities required to complete the modernization of the Office of the Auditor Master’s planned location in Building A. End user requirements have recently been validated by Owner and an architectural test fit (**Attachment J.23**) has been accepted by Owner. D-B shall utilize the test fit as the basis of design to be developed during Phase One. D-B shall provide design submissions as identified in **Section B.4.1** Table 1 and per **Sections C.3** and **C.4**.

Owner is providing the following attachments that shall serve as the Owner’s Project Criteria for the Work in Building A:

- (i) Attachment J.22 – Building A – Existing Floor Plans, dated October 2019
- (ii) Attachment J.23 – Building A – 2nd Floor – Auditor Master Test Fit
- (iii) Attachment J.33 – Building A – Performance Requirements – Architectural, Mechanical, Electrical, Plumbing, Fire Protection, AV, telecommunications, Security

Existing architectural floor plans of Building A are provided for whole building reference (**Attachment J.22**) and test fit (**Attachment J.23**) is provided to indicate area of work for the Project. Building information and native-file as-built drawings of Building A will be provided to Offerors before or during the Pre-Bid meeting & site walk.

C.2.4. Overview of MGP Modernizations Project Plan in 510 4th St N.W. (Building B)

D-B shall complete modernizations—to include building system upgrades, life-safety improvements and interior reconfigurations—as required on portions of the B1 level and 2nd floor, and the entire 3rd floor of Building B to accommodate the permanent relocation of personnel from Gallery Place. Prior to beginning construction work in Building B, personnel occupying the areas in which construction will occur, will be relocated into the completed Moultrie Courthouse addition. Relocation of these personnel to the Moultrie Courthouse addition will create vacancy in the areas where modernization is required. Owner will ensure that personnel are relocated from the areas of construction prior to date(s) identified in D-B’s Project Schedule for D-B’s mobilization and Work to begin onsite.

Owner is providing the following attachments that serve as the Owner’s Project Criteria for the Work in Building B:

- (iv) Attachment J.29 – Building B – Existing Floor Plans, dated October 2019
- (v) Attachment J.30 – Building B – Facilities Condition Assessment (FCA), dated 2021
- (vi) Attachment J.26 – Building B – Blocking & Stacking Diagram
- (vii) Attachment J.24 – Building B – B1 Level – Civil Resource Center Test Fit

- (viii) Attachment J.25 – Building B – B1 Level – Civil Resource Center POR, verified 2021
- (ix) Attachment J.25 – Building B – 2nd Floor – CPFMD POR, verified 2021
- (x) Attachment J.25 – Building B – 3rd Floor – ASD & BFD POR, verified 2021
- (xi) Attachment J.33 – Building B – Performance Requirements – Architectural, Mechanical, Electrical, Plumbing, Fire Protection, AV, telecommunications, Security

Additional building information and native-file as-built drawings of Building B will be provided to Offerors before or during the Pre-Bid meeting & site walk.

Refer to **Attachment J.26** (Building B – Blocking & Stacking Diagram) and the narrative below for defined area of Work in Building B. D-B shall complete the modernization required in Building B to accommodate personnel planned to migrate from Gallery Place, as detailed below:

C.2.4.1 Building B—B1 Level

In preparation for the migration of the CPFMD from GP to the 2nd floor of Building B, D-B shall complete the following on the B1 level:

The D-B shall modernize the area of the the B1 level of Building B (shown in **Attachment J.24 & J.26**) to consolidate the L&T Resource Center, and DC Law Students currently occupying the 2nd floor (and other Pro Bono service personnel) into space that will be referred to as the Civil Resource Center. The personnel associated with the Civil Resource Center are required to remain in Building B, as they support the courtrooms on the 1st and 2nd floors.

Owner has reviewed one possible test fit option (**Attachment J.24**) in the past and has recently confirmed the Program of Requirements (POR) for the Civil Resource Center (**Attachment J.25**) to complete the blocking and stacking diagram (**Attachment J.26**). D-B shall validate the updated POR and the blocking and stacking diagram for the Civil Resource Center to utilize, along with the test fit, as the basis of design upon which to develop the first drawing deliverable; the Design Intent Drawing (DID) 1. D-B shall deliver all pre-design and design submissions per **Section B.4.1** Table 1 and per **Sections C.3** and **C.4** in the Pre-Construction Phase (Phase One), and shall provide all construction services and materials required to modernize the B1 level of Building B to accommodate the Civil Resource Center in the Construction Phase (Phase Two).

D-B shall note that it has been brought to the D.C. Courts attention that existing toilets may need to be modified and/or additional toilets may be required to meet current code requirements on the B1 level, based on proposed occupancy. The D-B Ctr shall verify code requirements during Phase One.

D-B shall note that the Owner’s termination of the lease at Gallery Place has no dependency on the modernization of the B1 level of Building B, as the Civil Resource Center will be relocated to a temporary location in Building B prior to construction start, and can remain in their temporary location as long as required. D-B shall consider this in the sequencing of their design and construction as presented in their Design Submission Schedule or Project Schedule. D-B shall also note that the area of construction on B1 level of Building B is currently vacant/unoccupied and will remain unoccupied and ready for construction of the Project.

C.2.4.2 Building B—1st Floor

No modernizations are planned for the 1st floor as part of the base contract, therefore DC Courts operations will continue throughout the duration of construction on B1, 2nd and 3rd floors. The D-B Ctr shall ensure the entire 1st floor remains accessible and that courtroom operations are uninterrupted for the duration of construction.

C.2.4.3 Building B—2nd Floor

In preparation for the migration of the CPFMD from GP to the 2nd floor of Building B, the D-B Ctr shall complete the following on the 2nd floor:

The D-B Ctr shall modernize a portion of the 2nd floor of Building B where the CPFMD will permanently reside. Refer to **Attachment J.26** for extents of the area of Work and **Attachment J.25** for the most recent POR to be validated as the basis of the D-B's design.

Before the D-B may begin modernizations, the Social Services Division Director's Office (5 personnel) occupying the 2nd floor (Suites 214-219) will move into Phase 2B of the C St Addition. Note the move milestone in **Table 2** above. Owner is responsible for conducting necessary moves prior to the start of Work.

No modernizations are planned for the remainder of the 2nd floor as part of the base contract, therefore courtroom operations will continue in the adjacent courtrooms throughout the duration of construction on B1, 2nd and 3rd floors. The D-B shall ensure the portion of the 2nd floor not under construction, remains accessible and that courtroom operations are uninterrupted for the duration of construction.

C.2.4.4 Building B—3rd Floor

In preparation for the migration of the Administrative Services Division (ASD) and the Budget & Finance Division (BFD) from GP to the 3rd floor of Building B, the D-B shall complete the following on the 3rd floor:

The D-B shall modernize the entire 3rd floor of Building B to permanently accommodate the ASD and BFD. Refer to **Attachment J.26** for extents of the area of work and **Attachment J.25** for the most recent POR to be validated as the basis of the D-B's design.

Before the D-B may begin modernizations, the Social Services Division (3 personnel) and the Metropolitan Police Department (5 personnel) occupying the 3rd floor will move into Phase 2B of the C St Addition. Note the move milestone in **Table 2** above. Owner is responsible for conducting necessary moves prior to the start of Work.

C.3 PROJECT SCOPE

In general, the D-B shall provide comprehensive design-build services to deliver modernized space in Buildings A and B (to include all building system upgrades required to support space-type functions) per Owner's Project Criteria provided and as identified in **Section C.2** and all sections following. D-B shall review and prepare a written evaluation of Owner's Project Criteria, including recommendations to Owner for different and innovative approaches to the design and construction of the Project. Prior to beginning design Work, D-B shall meet with the Owner to discuss D-B written evaluation of Owner's Project Criteria and agree upon what revisions, if any, should be made to such criteria.

C.3.1 General Requirements

Building A – Hearing room-type space on the 1st floor and office-type space on the 2nd floor per **Attachment J.23** to accommodate the Office of the Auditor Master. D-B shall utilize Owner’s Project Criteria, identified in **Section C.2.3**, as the basis upon which to develop design.

Building B – Office-type space on the B1 Level per **Attachment J.26** to accommodate the Civil Division Resource Center. D-B shall utilize Owner’s Project Criteria, identified in **Section C.2.4**, as the basis upon which to develop design.

Building B – Office-type space on the 2nd floor per **Attachment J.26** to accommodate the Capital Projects and Facilities Management Division (CPFMD). D-B shall utilize **Attachments J.26, J.27, J.30, J.33a** and **J.33b** as the basis upon which to develop design.

Building B – Office-type space on the entire 3rd floor per **Attachment J.26** to accommodate the Administrative Services Division (ASD) and the Budget & Finance Division (BFD). D-B shall utilize Owner’s Project Criteria, identified in **Section C.2.4**, as the basis upon which to develop design.

C.3.2 Minimum Performance Requirements

Attachment J.33 details minimum performance requirements for the Project. D-B is encouraged to exceed the minimum requirements and/or provide recommendations to Owner for different and innovative approaches to the design and construction of the Project. D-B shall review performance requirements with all other Owner’s Project Criteria and onsite surveys, and during development of the Initial Basis of Design (BOD) and the DIDs 1 and 2, D-B shall provide any recommendations, alternatives or enhancements the D-B would make to provide an innovative, creative, and cost effective approach that exceeds the minimum performance requirements to provide improved efficiency, functionality, adjacencies, operability, etc. in Buildings A and B.

C.3.3 Work Site Requirements

D-B shall provide all demolition, service and equipment relocation, temporary partitions improvements, etc. necessary to support the Work in Buildings A and B while ensuring the occupied areas of the buildings, outside of the Work area remain accessible and operations are uninterrupted for the duration of construction.

C.3.4 Government Furnished Government Installed (GFGI) Equipment Requirements

Government furnished, Government installed, and D-B coordinated (GFGI) may include the following: furniture, systems and freestanding furniture, including but not limited to the following: chairs, desks, files and bookcases, storage systems, audio-visual equipment, vending machines, computers, phones, fax machines, copiers, printers, projectors, smart boards, tools and other furniture to be specified per the D-B’s design. The D-B shall develop a complete list of GFGI items in coordination with Owner during Phase One of the Project. D-B shall also identify any Government Furnished, Contractor Installed (GFCI) and Contractor Furnished, Contractor Installed (CFCI) and include them as part a comprehensive list of all GFGI, GFCI and CFCI items for the Project.

C.3.4.1 Furniture

Furniture standards are included in the D.C Courts Design Standards (**Attachment J.37**). D-B shall coordinate with Owner to ensure the provision of suitable structural support and backing for all GFGI, GFCI and CFCI items, such as brackets for projectors/video equipment/TVs, all utility connections and space with required clearances for all GFGI items including all computers and related hardware, copiers, faxes, printers, video projectors, video equipment, TVs, and other equipment indicated as GFGI, GFCI and CFCI.

C.3.4.2 Security

Security standards are included as **Attachment J.38**. Security cabling and devices, including Intrusion Detection System (IDS), Access Control System (ACS), and all CCTV equipment for this Project will be GFGI. D-B shall coordinate with Owner and shall install the necessary infrastructure elements (i.e. all conduits, duct banks, cable trays, junction boxes and pull strings,) to allow for the Owner installation of the GFGI equipment.

C.3.4.3 IT/AV/Communications

IT/AV/Communication standards are included as **Attachments J.36 and J.36**. The IT cabling, electronics and networks/systems for this Project will be GFGI. D-B shall coordinate with Owner and shall install the specified infrastructure elements (i.e. all conduits, duct banks, junction boxes and pull strings,) to allow for Owner installation of the IT Networks. D-B shall coordinate with IT/AV/Communications vendors to include milestone dates for completion of various tasks in the Project Schedule, such as MEP rough in, ceiling completion, carpet installation etc. that will allow the Owner to plan and schedule for GFGI activities.

C.3.5 Furniture, Fixtures and Equipment (FF&E) Requirements

During development of the DIDs, D-B shall clearly delineate and identify end user spaces on each floor and identify spaces shared among users, such as conference and training rooms, etc. DIDs shall also indicate locations for printers and copiers. D-B shall coordinate with the end users and Owner to define infrastructure and space requirements for furniture systems, movable furniture, equipment, storage systems, etc.

DID submissions should also include a comprehensive GFGI, GFCI and CFCI Furniture and Equipment Schedule (by room) per building and per end user group. At a minimum, the schedule shall (i) identify each FF&E item as GFGI, GFCI and CFCI, (ii) include quantity of each item, (iii) include furniture codes and furniture descriptions, (iiii) include reference to associated standard.

C.3.6 Stakeholder Coordination Requirements

Owner is responsible for all work performed on the Project or at the Site by OGCs under Owner's control. Owner shall contractually require its OGCs to cooperate with, and coordinate their activities so as not to interfere with, D-B in order to enable D-B to timely complete the Work consistent with the Contract. Likewise, D-B shall coordinate their activities with all Project stakeholders and OGCs as necessary to successfully complete the Project and for the duration of the Project.

C.3.6.1 Design Needs List

D-B shall furnish the Owner a "needs" list for design related items every two (2) weeks. This list shall information or action needed from the Owner or Owner's OGCs for the D-B to advance the design in a timely manner. Each list shall include a sequence number, description of information requested or action item, name of the individual, division, or vendor responsible for providing the information or completing the action item, and comments/remarks. Once an item is added to the list, it shall remain on the list until resolution.

C.3.7 Sequence of Design-Construction

D-B shall sequence the design and construction with the intent and purpose of devliering the Project by the delivery date(s) indicated in **Tables 1 and 2**. Owner will consider fast-track construction via approval of early-work packages to be executed during the Pre-Construction Phase (Phase One) and before Construction Phase (Phase Two) authorization in order to expedite delivery of the Project. Before or with each design submission, D-B shall provide a list of early-work packages recommended accompanied with (1) Design Submission Schedule identifying additional design submission(s) required outside of those specified in **Section C.4**, (2) cost estimate indicating that early-work package can be completed within allowance specified with D-B's proposal, and (3) complete scope of work to be completed as part of early-work package.

C.4 PRE-CONSTRUCTION PHASE (Phase One) SCOPE**C.4.1 Design Management****C.4.1.1 Professional Services/Designer of Record Responsibilities**

The D-B shall obtain and designate a registered architect/engineer (A/E) with proven experience in design, installation, and commissioning as the Designer or A/E of Record (DOR). All design disciplines shall be accounted for by registered DORs. The DOR shall be responsible for ensuring integrity of their design and design integration in all submittals and extensions to design developed by others, such as the constructor, subcontractors or suppliers. The DOR shall be responsible for the integration and approval of the complete design package, and be involved at every step of the design, construction, and commissioning process. The DOR must review and approve all design/construction documents, including but not limited to, all design submissions, shop drawings, engineered sketches, etc. DORs shall review and approve all submittals and extensions of design, and DORs shall stamp, sign, and date all final design submittals under their responsible discipline. These individuals must be licensed and registered architects and engineers in their respective fields and have significant influence over the development of the design. Sign-off by the DOR and/or designated representatives shall be on all design submissions, construction documents, specifications and shop drawings before construction can begin. The DOR and those identified by the DOR as having sign-off authority must be licensed in the state where the Project is located.

The D-B shall be responsible for the professional quality, technical accuracy and the coordination for all design, drawings and specifications furnished by the D-B under this contract. The D-B shall, without additional compensation, correct or revise any errors or deficiencies in his designs, drawings and specifications.

It is the sole responsibility of the D-B to exhaust all efforts including sufficient professional and qualified resources to deliver to the Owner the complete Project on time and according to the requirements and standards described herein.

C.4.1.2 Design Development Process

The D-B's design development process shall provide a problem solving approach that is inclusive of all parties. The review of specific design submissions will involve the D-B, major subcontractors, Owner's PgM/CM Team, Owner's IT/AV/Communications representative, Owner's Security Representative (USMS) and the end user; the goal is to provide an environment in which all participants partake freely in the design process through program validation, design development sessions, on-board reviews and design document reviews. The D-B and major sub-contractors shall provide input on constructability throughout the design process to mitigate delays during construction and proactively resolve constructability issues.

Design Reviews shall be conducted for all design submissions, as indicated in the D-B's Design Submission Schedule. D-B shall insure that all design packages have been through their QC program and signed-off by the DOR prior to submission to Owner for review. Design submissions calculations, and specifications will be distributed for review and comment by PgM/CM for Owner. Final acceptance of design packages will be by PgM/CM for Owner.

D-B shall design to qualify for LEED Silver certification.

C.4.1.3 Design Document Review and Acceptance

The design review process is the critical step to ensuring compliance with contract requirements, proper system interface, and constructability and operability of the facility. Upon receipt of each design submittal, the Owner shall do a cursory check of quality and quantity. If a design submittal is lacking, it will be returned for correction and resubmission. The review time will begin when the corrected submittal is received. If an otherwise satisfactory design submittal is over one (1) day late in accordance with the latest Design Submission Schedule, the Owner review period may be extended up to seven (7) days.

C.4.1.3.1 After satisfactory submittal receipt, Owner will be allowed fourteen (14) days to review and comment on each submission prior to and including the DID1, DID2, concept (35%), preliminary (65%) design submittal and twenty-one (21) days to review and comment on the final (95%) design submittal. For each design review submittal, Owner comments will be documented via Procure.

C.4.1.3.2 Owner review is to verify conformance with the contract requirements, not design validity. The D-B shall be fully responsible for the design. Any portions of the overall design submitted must be sufficient in detail to permit professional evaluation as to the extent that the elements to be construction meet the Contract requirements. Owner's review and acceptance of design submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor acceptance of any design submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner.

- C.4.1.3.3** The D-B shall establish procedures to ensure that comments on design deliverables are addressed and resolved prior to the next submission. In the event comments are not resolved prior to the next submission D-B shall provide basis for deferment.

The D-B shall respond to all comments in Procore in advance of the next scheduled submittal. The response shall identify action taken with citation of location within the relevant document. Generalized statements of intention such as "will comply" or "will revise the specification" are not acceptable.

If the D-B disagrees technically with any comment and does not intend to comply with the comment, the D-B must clearly outline, with succinct justification, the reason(s) why within five (5) days after close of the review period in order that the comment can be resolved. If the D-B believes the action required by any comment exceeds the requirements of this contract, the D-B shall "flag" the comment within Procore as being outside design scope. Further, the D-B shall notify Owner in writing immediately.

- C.4.1.3.4** D-B shall hold review meetings for each design submittal. The D-B shall bring the personnel who developed the design submittal to the review meeting. Design review meetings shall be held the week after the Owner completes the review of each submittal.

During the design review process, comments will be made on the design submittals that will change the drawings and specifications. The Owner will pay no additional compensation to D-B for the incorporation of comments. D-B shall establish procedures to ensure that comments on deliverables are addressed and resolved prior to the next submission. In the event comments are not resolved prior to the next submission D-B shall provide basis for deferment. All comments must be resolved prior to the Final Design (95%) submission or it may be rejected as unacceptable.

- C.4.1.3.5** D-B shall evaluate the impact of design decisions on NTE Project Cost and Project schedule and conduct "value engineering" during the design process. Any changes that effect the contract performance requirements and NTE Project Cost must be approved by the contracting officer (CO).

Acceptance by Owner of any design documents or other submittals prepared by D-B shall not relieve D-B of its sole responsibility to ensure that the D-B's design satisfy all contract requirements.

C.4.1.4 Design Support During Construction

The D-B with their core DOR team shall provide construction administration services to include on-site verification of construction. Onsite verification shall occur on a weekly basis, at a minimum. Should the team notice any issues with the execution of the design per the accepted drawings, the D-B shall immediately submit an RFI to the COTR describing the issue and providing possible solutions. The solution shall be verified and coordinated with the DOR and shall include a sketch and a narrative, at a minimum. If a different or new product is required, a product specification shall be included with the RFI.

C.4.1.5 Delivery of Design Submittals

Delivery of soft and hard copy documents shall be per **Attachment J.32, Section 011500 – Design Submissions and Reviews**. Hard copies shall be delivered to the CPFMD office at 616 H Street, WDC 20001.

C.4.1.6 Design Document/Data Standards

Delivery of electronic documents for each submission shall be per **Attachment J.32, Section 017839 – Project Record Documents**.

C.4.1.6.1 Electronic Data. Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product (collectively “Electronic Data”) may be transmitted among Owner, D-B and others in electronic media in lieu of paper hard copies.

C.4.2 Initial Design Deliverables Required

During the Pre-Construction Phase (Phase One), the D-B Ctr shall provide all initial design deliverables listed below and identified in **Section B.4.1, Table 1**.

C.4.2.1 Design Quality Control (DQC) Plan

Per **Section B.4.1, Table 1**, within fourteen (14) days after the Pre-Construction NTP is issued, D-B shall provide and maintain a Design Quality Control (DQC) Plan as an effective quality control program that will assure that all services required by this design-build contract are performed and provided in a manner that meets professional architectural and engineering quality standards. At a minimum, all design deliverables must be technically reviewed by competent, independent reviewers identified in the DQC Plan. The same designer who produced the deliverable shall not perform the independent technical review. D-B shall correct errors and deficiencies identified in design documents during the independent technical review prior to submitting them to Owner for review.

Implement the DQC Plan by a Design Quality Control Manager who has the responsibility of being cognizant of and assuring that all documents on the project have been coordinated. This individual must be a person who has verifiable engineering or architectural design experience and is a registered professional engineer or architect.

Acceptance of the DQC Plan by Owner is required prior to the start of design. Acceptance is conditional and will be predicated on satisfactory performance during the Pre-Construction (Phase One) and Construction Phase (Phase Two). Owner reserves the right to require the D-B to make changes in his DQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

Include in the DQC Plan the discipline-specific checklists to be used during the design and quality control of each submittal. Submit these completed checklists at each design phase as part of the project documentation.

C.4.2.2 Design Submission Schedule

Per **Section B.4.1 Table 1**, within fourteen (14) days after the Pre-Construction Phase NTP is issued, D-B shall provide for approval, a complete Design Submission Schedule with all submissions, review and review times indicated in calendar days. After Owner approval, D-

B shall integrate the Design Submission Schedule into the Project Schedule. The Design Submission Schedule shall show the sequence of events involved in carrying out the Project design tasks to deliver the Project within the period of performance. This should be at a detailed level of scheduling sufficient to identify all major design tasks, including those that control the flow of work. This should be a forward planning as well as a project monitoring tool. The schedule shall reflect calendar days and format shall be consistent with the Project Schedule. The schedule shall be updated on a monthly basis, however, D-B shall provide Owner a minimum advance notice of fourteen (14) calendar days if any submittal date changes.

C.4.2.3 Initial Submittal Register

Per **Section B.4.1 Table 1**, Within fourteen (14) days after the Pre-Construction Phase NTP is issued, D-B shall provide an Initial Submittal Register identifying anticipated design-data submittals and pre-construction submittals, denoting submission type (and applicable codes), approving authorities, etc. The Initial Submittal Register shall be submitted within fourteen (14) days of NTP, and shall be updated by the D-B and submitted at all contract meetings.

Per **Section C.3.7** fast track construction or early-work start during the Pre-Construction Phase (Phase One) will be considered by the Owner, at the request of the D-B. If agreed to by Owner, D-B may proceed with the construction work included in an individual design package after Owner has accepted the issued for construction (IFC) design submission for that package. D-B may, with Owner approval, request to start construction work prior to approval of issue for construction drawings. In addition to required, D-B may submit sub-packages or construction work packages required to expedite construction work as agreed to by D-B and Owner. Sub-packages must be accepted and issued for construction.

At a minimum, D-B shall provide design submittals for each design stage completion (for each discipline) shown in the matrix below. Submittals for individual project features shown in the matrix may be combined in submittal packages as necessary and specified herein to allow for fast-tracking.

Discipline	DID 1	DID 2	Schematic Design (35%)	Preliminary Design (65%)	Final Design (95%)	Corrected Final Design (100%/IFC)
Cover Sheet	X	X	X	X	X	X
Demolition	X	X	X	X	X	X
Construction (Partition)	X	X	X	X	X	X
Furniture (Generic)	X	X	X	X	X	X
Finish	X	X	X	X	X	X
Electrical	X	X	X	X	X	X
Reflected Ceiling		X	X	X	X	X
Int. Elevations		X	X	X	X	X
Int. Sections		X	X	X	X	X
Partition (Wall)		X	X	X	X	X
Door/Hardware Sch		X	X	X	X	X

Civil/Site/Utilities			X	X	X	X
Foundations			X	X	X	X
Structural			X	X	X	X
Architectural			X	X	X	X
Mechanical			X	X	X	X

C.4.2.4 Existing Conditions & Site Survey

C.4.2.4.1 Pre-Bid Conference. D-B shall attend a Pre-Bid Conference that will include a complete site visit to review and observe the existing conditions prior to submission of a bid for the Pre-Construction Phase work. Attendance at this conference is mandatory.

C.4.2.4.2 Site Survey. The D.C. Courts has recently conducted an extensive, detailed assessment of Building B (**Attachment J.30**) that is provided as part of the Owner’s Project Criteria. After reviewing the assessment provided, and within fourteen (14) days after the Pre-Construction NTP is issued, D-B shall conduct it’s own survey of the site/building and existing conditions where Work will occur, to include at a minimum, all key building systems identified in the Owner provided assessment. The intent is for D-B to verify the information in the assessment provided by Owner and verify existing site conditions prior to beginning any design work.

Prior to the Initial Design Meeting, D-B shall submit a report of the Existing Conditions and Site Survey identifying any discrepancies among the Owner’s Project Criteria and D-B findings, or existing site conditions or deficiencies not identified in the Owner’s Project Criteria. Failure to identify deficiencies indicates D-B’s concurrence that building systems and existing site conditions are as indicated in the Owner’s Project Criteria.

C.4.2.4.3 As-Built Drawings. As-Built drawings that will be provided by Owner at the Pre-Bid Conference shall be verified for the D-B for accuracy prior to the start of design. It is the responsibility of the D-B to familiarize themselves with the existing conditions, verify all measurements, confirm existing structural and MEP capacities throughout and impacting the Work area, and collect all relevant data needed to produce the required design and construction documentations for a complete execution and construction of the Project in accordance with all contract requirements.

As part of the design effort, D-B shall verify existing utilities, capacity, location and connections. If Owner-provided as-built drawings do not match field conditions, D-B’s design and specifications shall document and provide correct size, capacity, location, and connections to meet the Project performance requirements. Any necessary modifications to the existing systems shall be determined during the development of design and included in the D-B’s design submissions. D-B shall also identify any recommended testing or monitoring that would be beneficial to advance the Project to meet the required Substantial Completion date.

C.4.2.5 Initial Design Meeting

Within twenty-one (21) days after the Pre-Construction NTP is issued, D-B shall schedule and conduct an Initial Design Meeting to introduce the D-B’s DORs and conduct a review of the design requirements provided as the Owner’s Project Criteria. This meeting shall be held at a location on the D.C. Courts Judiciary Square campus. The meeting attendees shall

include the following: D-B's primary responsible personnel including the Architect/Engineer of Record and other Designers of Record, the D.C. Courts' PgM/CM Team, D.C. Courts IT, A/V, and Communications representative, D.C. Courts' Security representative, and other personnel as identified by Owner or requested by D-B.

D-B shall come prepared to (i) summarize and demonstrate an understanding of all Owner's Project Criteria provided (ii) review all initial design deliverables submitted to Owner to date, (iii) summarize initial findings inconsistent with Owner's Project Criteria or conflicts in other Owner-provided information, (iv) engage in discussion with Owner's representatives to clarify Project requirements, (v) identify any missing information required to advance to the development of the (Design Intent Document) DID 1 submission (vi) other design issues as identified by D-B or Owner.

Based on this joint review of Owner's Project Criteria and Project requirements, the D-B shall advance towards the development of the (Design Intent Document) DID 1.

C.4.2.6 Program Verification Report

Based on the joint review of Owner's Project Criteria and Project requirements during the Initial Design Meeting, D-B shall develop a Program Verification Report to include any changes in requirements, and any scope, cost or schedule impacts of the review.

D-B shall submit the report prior to conducting the first DID 1 meeting with the End Users and advancing towards development of the DID 1 submission. D-B shall provide a revised report with the DID2 submission.

C.4.3 Concept Design Deliverables Required

During the Pre-Construction Phase, the D-B shall provide the following concept design submissions, per building, for Buildings A and B (as summarized in **Section B.4.1**, Table 1): Design Intent Document (DID) 1 (per end user), Design Intent Document (DID) 2 (per end user), concept design (35%).

C.4.3.1 Design Intent Document (DID) Requirements

C.4.3.1.1 DID Overview. D-B shall develop the DIDs to illustrate the design concept prior to the development of Construction Documents (CDs). The DID development process shall be based on a "problem solving" approach with the goal of verifying and incorporating all end user requirements into a drawing for end user to sign-off on at the final DID meeting. The final DID will serve as the end user's understanding of the space they will occupy upon delivery.

C.4.3.1.2 DID Format. DID packages shall be consistent with **Attachment J.28** (Design Intent Drawing (DID) Review Guide). DIDs, as opposed to Construction Documents (CDs), shall only include drawing sheets required for the end user to sign off on design.

D-B shall produce separate DID packages for each of the following five (5) end user groups utilizing the Owner's Project Criteria provided for each group:

- i. Building A – Auditor Master
- ii. Building B – B1 Level – Civil Resource Center (Civil Division)
- iii. Building B – 2nd Floor – Capital Projects & Facilities Management Division (CPFMD)
- iv. Building B – 3rd Floor – Administrative Services Division (ASD)
- v. Building B – 3rd Floor – Budget & Finance Division (BFD)

C.4.3.1.3 DID Level 1 (DID 1) Submission. The D-B shall submit one (1) DID 1 package per End User, for a total of five (5) DID 1 packages. Each package shall include the following:

- i. DID 1 drawing sheets as indicated in **Attachment J.28**.
- ii. Existing Furniture Assessment Report
The D-B shall identify furniture in each End User's existing space that will be relocated with the end user or taken from salvage, and shall be accommodated in the design. A survey of the furniture to be relocated with the End User or to be taken from on-site salvage shall be provided to D-B by the PgM/CM (in coordination with the End User) prior to or at the first DID 1. D-B shall confirm furniture survey provided at the DID 1 meeting and shall provide an Existing Furniture Assessment Report with the DID 1 submission. The report shall contain furniture type, specifications, quantity, etc. and shall be organized per end user group.
- iii. Existing Equipment Assessment Report
The D-B shall identify equipment in each End User's existing space that will be relocated with the End User or taken from salvage, and shall be accommodated in the design. A survey of the equipment to be relocated with the End User or to be taken from on-site salvage shall be provided to D-B by the PgM/CM (in coordination with the End User and IT Representative) prior to or at the first DID 1. D-B shall confirm equipment survey provided at the DID 1 meeting and shall provide an Existing Equipment Assessment Report with the DID 1 submission. The report shall contain equipment type, specifications, quantity, etc. and shall be organized per End User group.
- iv. Initial Basis of Design (BOD)
The basis of design is the documentation that supports the primary thought processes and assumptions behind design selections and decisions that are made to meet the design intent. The D-B shall break out Initial BOD out by discipline to describe the systems, components, conditions, and methods chosen to meet the design intent.
- v. Program Verification Report (revised) per **Section C.4.2.6**.
- vi. Initial Submittal Register (revised) per **Section C.4.2.3**.
- vii. Design Submission Schedule (revised) per **Section C.4.2.2**.
- viii. Design Needs List per **Section C.3.6.1**.

C.4.3.1.4 DID 1 Meetings.

- i. End User Kick-Off Meeting & Minutes
After the Initial Design Meeting, the D-B shall conduct one (1) End User Kick-Off Meeting per End User. The PgM/CM shall facilitate the meeting and the D-B shall lead the meeting with a suggested itinerary provided by the PgM/CM.
D-B participants shall include the D-B Project Manager (PM) and key A/E team members (including the DOR), and other key personnel as required to develop the DID 1.
The D-B shall assume a one (1) work day duration for each End User meeting, and shall be reflected in D-B's Design Submission Schedule. The D-B shall come to the meeting prepared having incorporated all information provided as the Owner's Project Criteria, gathered and verified prior to the meeting, and discussed at the Initial Design meeting into a test-fit sketch or draft DID. The D-B shall bring at least one (1) full sized test-fit sketch or draft DID for mark up during the meeting. During this meeting the End Users will be educated on the process of design and their input related to the submissions included in the Design Submission Schedule and the Initial Submittal Register. During the meeting the D-B will verify or gather additional End User requirements as necessary to develop the DID 1 submission.

The D-B shall incorporate all information received and red-line markups made at the End User Kick-Off meeting into the DID 1 submission.

Meeting minutes will be captured by both the D-B and PgM/CM. At the conclusion of this meeting, D-B shall compile official meeting minutes and scanned redline mark-ups for approval by PgM/CM prior to distribution to End Users for record.

ii. Internal DID 1 Review Meeting

Fourteen (14) days following the End User Kick-Off meeting, the D-B shall meet informally with PgM/CM for an internal review of the DID 1. D-B shall come prepared with a preliminary DID 1 incorporating comments and information gathered at the End User Kick-Off Meeting and the Program Verification Report. At this meeting, Owner's Representative(s) will provide comments for D-B's incorporation into the DID 2 for submission. Following this meeting, the D-B shall incorporate Owner's Representative(s) comments and generate the DID 2 submission.

C.4.3.1.5 DID Level 2 (DID 2) Submission. Following the Internal DID Review, D-B team shall submit the DID 2 to the End users and PgM/CM for a ten (10) day review period. The D-B shall submit one (1) DID 2 package per End User, for a total of five (5) DID 2 packages. Each package shall include the following and shall be developed for sign-off at the Sign-Off Meeting. The D-B shall use the DID 2 signed by each End User to develop the Concept Design (35%) submission:

- i. All DID1 End User and PgM/CM comments and red-lines
- ii. DID 2 drawing sheets as indicated in **Attachment J.28**.
- iii. Existing Furniture Assessment Report (revised), may be incorporated into drawings
- iv. Existing Equipment Assessment Report (revised), may be incorporated into drawings
- v. Initial BOD (revised)
- vi. Program Verification Report (revised) per **Section C.4.2.6**.
- vii. Initial Submittal Register (revised) per **Section C.4.2.3**.
- viii. Design Submission Schedule (revised) per **Section C.4.2.2**.
- ix. Parametric Cost Estimate (to include breakout of early-work packages)
- x. Design Needs List per **Section C.3.6.1**.
- xi. Early-work package list per **Section C.3.7**

C.4.3.1.6 DID 2 Meetings.

i. Sign-Off Meeting & Minutes

Following a ten (10) day review period of the DID 2 submission, D-B shall conduct one (1) End User Sign-Off Meeting per End User. All in attendance for sign-off shall include the D-B team, End User Rep, PgM, CM, Fire Protection Rep, Facilities Rep, Security Rep, IT/AV/Comm Rep, Furniture Rep(s), Signage Rep. The PgM/CM shall facilitate the meeting and the D-B shall lead the meeting with a suggested itinerary provided by the PgM/CM. D-B participants shall include the D-B Project Manager (PM) and key A/E team members (including the DOR), and other key personnel as required to ensure all representatives sign-off on the DID 2 at the conclusion of the meeting.

The D-B shall assume a one (1) work day duration for each Sign-Off meeting, which should be reflected in D-B's Design Submission Schedule. The D-B shall bring at least one (1) full sized DID 2 for mark up and sign-off at the conclusion of the meeting. During the meeting the D-B shall ensure all requirements have been captured as necessary to proceed

to the Concept Design (35%) submission. The D-B shall incorporate red-line markups made at the Sign-Off meeting into the Concept Design (35%) submission.

Meeting minutes will be captured by both the D-B and PgM/CM. At the conclusion of this meeting, D-B shall compile official meeting minutes and scanned redline mark-ups for approval by PgM/CM prior to distribution to End Users for record.

C.4.3.2 Concept Design (35%) Submission

Per the Design Submission Schedule, D-B shall submit the Concept Design (35%) in accordance with **Attachment J.32, Section 011500 – Design Submissions and Reviews**. Owner’s review of the 35% submittal is primarily to ensure that the DOR understands all project requirements, that the design criteria are being correctly interpreted, and that contract documents and design analysis are proceeding according to the Design Submission Schedule. Review of the 35% submittal is also the Owner’s opportunity to make corrections to the design development documents, and incorporate project criteria changes at a point where changes will incur the least cost and have the least impact to the overall Project Schedule.

As part of the submission, D-B shall prepare a memorandum identifying key construction concerns related to the Project. Such memorandum shall: (i) assess the constructability issues related to the Project, including site logistics; (ii) identify any items where the design is predicated on a single manufacturer and, if so, identify at least two (2) comparable products; and (iii) identify any long-lead delivery items that could adversely affect the schedule contemplated in this RFP. To the extent any such long-lead items are identified, the memorandum shall make recommendations for addressing such items.

Supplemental to **Attachment J.32**, the 35% design submittal shall contain, at a minimum, the following:

- i. An updated parametric cost estimate (to include breakout of early-work packages)
- ii. Any changes necessary to comply with the DID 2 review comments
- iii. Identification of any deviations from the DID 2 submission with rationale, cost and schedule implications associated with deviation
- iv. Further developed site plans, floor plans, elevations, building sections, and wall sections
- v. BOD narrative and analysis including code analysis by all disciplines (civil, architectural, structural mechanical, plumbing, power and lighting, communications, fire detection/protection, life safety etc)
- vi. Single line schematic drawings for mechanical, electrical, communications, etc.
- vii. Comprehensive Interior Design (CID) plans
- viii. Color boards
- ix. Preliminary furniture footprints
- x. Environmental permitting and Sustainable development requirements
- xi. A listing of the proposed specifications for the project
- xii. Value engineering considerations
- xiii. Check status of any required waivers or exemptions
- xiv. Design Needs List per **Section C.3.6.1**.
- xv. Electronic version of submission (in native file format)
- xvi. Constructability/Sole Source/Long-Lead Time Memorandum
- xvii. Early-work package list per **Section C.3.7**

C.4.3.2.1 Concept Design (35%) Cost Estimate.

Concurrently with the delivery of the 35% design submission, D-B shall submit a parametric cost estimate of the proposed design (such estimate, the “Cost Estimate”) and a statement that the design delivered can be constructed within the NTE Project Cost. The purpose of the Cost Estimate is to (1) ensure that the design is progressing according to the NTE cost of the Project, (2) aid the Owner in understanding the costs associated with key elements of the Project to better prioritize the Project funding.

To the extent the cost estimate shows an overrun from the NTE Project Cost, the D-B shall submit Value Engineering suggestions that would return the Project to NTE cost. Only the D.C. Courts shall have the authority to increase the NTE Project Cost, and absent such direction, the D-B shall proceed on the assumption that the NTE Project Cost does not change.

C.4.4 Construction Document Deliverables Required

During the Pre-Construction Phase, the D-B shall provide the following Construction Documents, per building, for Buildings A and B (as summarized in **Section B.4.1**, Table 1): Preliminary Design (65%), Final Design (95%), and Issued for Construction (IFC) drawing (100%).

C.4.4.1 Preliminary Design (65%) Submission

Per the Design Submission Schedule, D-B shall submit the the Preliminary Design (65%) in accordance with **Attachment J.32, Section 011500 – Design Submissions and Reviews**. At this stage, Owner has made all basic design decisions and design development is in full progress. Owner’s review of the 65% submittal is primarily to ensure that the contract documents and design analysis are proceeding in a timely manner and within the NTE Project cost.

Prior to the 95% submission, D-B shall perform BIM clash detection to identify any conflicts in advance of preparing the Final Design (95%) submission and provide a report of findings to Owner. Should conflicts occur that require coordination outside of the D-B team, then D-B shall coordinate with PgM/CM to schedule coordination meetings required to resolve conflicts prior to the 95% submission. D-B shall lead the clash detection process, to include scheduling, leading and documenting all required meetings, and shall facilitate the resolution of all identified conflicts.

Supplemental to **Attachment J.32**, the 65% design submittal shall contain, at a minimum, the following:

- i. An updated detailed cost estimate (to include breakout of early-work packages)
- ii. Any in-scope changes necessary to comply with the 35% review comments
- iii. Owner changes resulting from 35% review
- iv. Identification of any out-of-scope deviations from the 35% submission with rationale, cost and schedule implications associated with deviation
- v. Permits list/regulatory agency approval
- vi. Complete floor plans with details
- vii. Comprehensive Interior Design (CID) plans/FF&E
- viii. Structural Interior Design Plans (SID) plans
- ix. Complete elevations
- x. Complete building sections

- xi. Structural, mechanical, plumbing, communication, and electrical plans per below
- xii. Furniture footprints
- xiii. Color boards and materials
- xiv. Site and landscaping plans (if required)
- xv. Specifications in rough draft
- xvi. All the analyses and discussions that were part of the 35% submittal
- xvii. Updated design analysis
- xviii. Calculations
- xix. Check status of any required waivers or exemptions
- xx. Design Submission Schedule/Project Schedule
- xxi. Design Needs List per **Section C.3.6.1**.
- xxii. Electronic version of submission (in native file format)
- xxiii. Updated Constructability/Sole Source/Long-Lead Time Memorandum
- xxiv. Clash Detection Report
- xxv. Early-work package list per **Section C.3.7**

Equipment layouts with necessary clearances and utility support should also be shown at this stage of design. Construction specifications for renovation projects should include testing for leadbased paint (LBP) and asbestos-containing material (ACM).

C.4.4.1.1 Architectural

- i. All references used in the design shall be listed, including Owner design documents and industry standards.
- ii. A design narrative shall provide a summary of rooms and functional spaces, their names, numbers, and area in square feet, adjacencies, and circulation. A statement of interior and exterior design concepts and the rationale behind major design decisions shall be provided.
- iii. A building code analysis shall be included.
- iv. Drawings shall include North arrows, graphic scales, dimensions, and appropriate legends.
- v. Drawings shall include at a minimum, demolition plans, floor plans, reflected ceiling plans, building elevations, building sections, wall sections and details, interior elevations, door schedule, partition types and details, finish schedule and details, window details, and other detail plans as required.
- vi. Plans shall indicate space/room names and numbers, dimensions, column lines, and detail references. Toilets and other specialized areas shall be drawn to 1/4" scale, dimensioned, and shall show interior features. Special interior design features such as fascias, soffits, lighting troughs, etc. shall be indicated with interior elevations.
- vii. Building and wall sections shall indicate locations or conditions to be further detailed.
- viii. A finish schedule shall be provided indicating materials, finishes, textures, patterns, and colors.
- ix. All required equipment shall be shown on the drawings, including an equipment list.
- x. Any special graphics or informational displays to be provided shall be listed.
- xi. Schedules shall be provided for doors and windows. These schedules shall indicate sizes, types, and details for all items shown on the floor plans. A wall/partition schedule of types, construction, fire ratings, etc. shall be provided and keyed to the plans.
- xii. Hardware sets shall be indicated using BHMA designations. Security locking systems shall also be indicated.

- xiii. Fire protection plans and analysis shall be provided. Exit capacities, travel paths and distances, fire extinguisher locations, etc. shall be indicated on the plans.
- xiv. Composite floor plans and elevations shall be provided to show all prewired work stations and typical elevations of each type of work station.
- xv. Outline specifications based on the appropriate guide specifications shall be provided for all aspects of the project.

C.4.4.1.2 Mechanical - Heating Ventilating, and Air Conditioning (HVAC)

- i. All references used in the design shall be listed, including Owner design documents and industry standards.
- ii. Preliminary design analysis, including psychrometric analysis, shall be provided.
- iii. Preliminary temperature control drawings and sequence of operation shall be provided.
- iv. Preliminary equipment sizing, drawings, selections and schedules for major items, including equipment, ductwork, and piping plans and details shall be provided.
- v. HVAC system drawings shall be included in the 65% design submittal.
- vi. Separate drawings for HVAC piping and plumbing piping shall be provided.

C.4.4.1.3 Mechanical - Plumbing

- i. All references used in the design shall be listed, including Owner design documents and industry standards.
- ii. Justification and brief description of the types of new and existing plumbing fixtures, piping materials and equipment proposed for use shall be provided.
- iii. Detailed calculations for systems such as sizing of waste and water piping; water heaters and pumps.
- iv. Locations and general arrangement of plumbing fixtures and major equipment shall be indicated.
- v. Plans and isometric riser diagrams of all areas including hot water, cold water, waste and vent piping. Piping layouts and risers should also include natural gas, and radon piping as required.
- vi. Equipment and fixture schedules with descriptions, capacities, locations, connection sizes and other information as required.

C.4.4.1.4 Mechanical – Fire Protection

- i. All references used in the design shall be listed, including Owner design documents and industry standards.
- ii. Building shall be classified in accordance with fire zone, building floor areas, and height and number of stories.
- iii. A description of required fire protection including extinguishing equipment, detection equipment, alarm equipment and water supply shall be provided. Alarm and detection equipment shall interface to requirements of Electronic Systems.
- iv. Hydraulic calculations based on water flow test shall be prepared for each sprinkler system to ensure that flow and pressure requirements can be met with current water supply and tied into existing building system. Sprinkler systems shall be provided with all designs unless otherwise noted.
- v. A plan shall be prepared for each floor of each building that presents a compendium of the total fire protection features being incorporated into the design. The following types of information shall be provided:
 - a. The location and rating of any fire-resistive construction such as occupancy separations, area separations, exterior walls, shaft enclosures, corridors, stair enclosures, exit passageways, etc.
 - b. The location and coverage of any fire detection systems. The location and coverage of any fire suppression systems (sprinkler risers, standpipes, etc.).

- c. The location of any other major fire protection equipment.
- d. Any hazardous areas and their classification.
- e. A schedule describing the system with the following information: fire hazard and occupancy classifications, building construction type, GPM/ square foot sprinkler density, area of operation and other criteria as required.

C.4.4.1.5 Electrical – Interior Electrical System

- i. All references used in the design shall be listed, including Owner design documents and industry standards.
- ii. A narrative, indicate electrical characteristics (phase, voltage, and number of wires) for the electrical system shall be provided, including a justification for new equipment, use of existing equipment, and integration of new equipment into the existing system. A life cycle analysis shall be provided for 208Y/120 Volt systems 300 kVA and above.
- iii. A description of the lighting system(s) to be used for all areas shall be provided, including referencing calculations.
- iv. A tabulation showing the following shall be provided:
 - a. Room name and number.
 - b. Lighting intensity for each room. (State the basis for selection such as I.E.S., etc.).
 - c. The type of fixture (identified by manufacturers catalog cuts).
 - d. The type of wiring system to be used, such as insulated conductors installed in rigid or intermediate metal conduit, insulated conductors installed in electrical metallic tubing, nonmetallic sheathed cables, etc. In general, THHN or THWN insulation shall be used unless otherwise noted. All circuits shall be minimum 20 amps unless otherwise noted or required.
 - e. A paragraph describing any special design items such as handicapped and seismic design requirements, power filters, emergency power system, UPS, etc.
 - f. Any hazardous classified locations by class, division, and group as defined by the National Electrical Code. The types of equipment to be used in these areas. State the reasons for the area(s) being hazardous classified locations shall be indicated.
 - g. Lightning protection system to be installed/modified, including the type of grounding system.
 - h. The basic characteristics of panel-boards, switchgear, switchboards, motor control centers, transfer switches, UPS, and other major pieces of electrical equipment being provided/modified/replaced. Short circuit and voltage drop calculations showing these values at all equipment with protective devices included shall be provided. Equipment interrupting ratings and short circuit withstand ratings based on these calculations shall be indicated.
 - i. The electrical metering equipment to be provided/modified/replaced.
- v. The power riser or one-line diagram shall be essentially complete except for finalization of conduit and wire sizes.
- vi. Panelboards, switchboards, switchgear, motor control centers, and all other utilization equipment shall be located on the floor plans. Schedules for applicable equipment shall be provided, and shall include all pertinent information to fully describe the equipment. Elevations for free standing equipment shall be provided.
- vii. Details of the layouts for electrical closets and rooms shall be shown.
- viii. Receptacles and lighting layouts, including complete wiring, shall be shown for typical rooms. Typical rooms are those which appear more than one time or rooms of different sizes but the same function.
- ix. Areas where nonlinear loads will be encountered shall be identified.

- x. A completed fixture schedule shall be included on the drawings.

C.4.4.1.6 Electrical – Electronic Systems

- i. All references used in the design shall be listed, including Owner design documents and industry standards.
- ii. A narrative shall be provided describing all electronic systems in the project, including systems for fire detection and suppression control, public address, telephone, television, special grounding, cathodic protection, intrusion detection, card access, and central security control and monitoring.
- iii. The design analysis shall include all calculations required to support design decisions and estimates. The analysis shall include specific criteria furnished, conference minutes and cost analyses of all systems considered.
- iv. Design of the fire alarm and detection system shall include layout drawings for all devices and a riser diagram showing the control panel, annunciator panel, zones, radio transmitter and interfaces with other systems (HVAC, sprinkler, foam, hood dry chemical, etc.).
- v. All components of the Fire Suppression (FS) System shall be specified in the specifications. The system operation and interaction with other systems, such as the fire alarm system, will be clearly described. A riser diagram shall be included in the drawings to show principal components and interconnections with other systems. FS system components shall be indicated on drawing legends. All components shown on floor plans shall be designated as FS system components (as opposed to Fire Alarm components). The location of FS control panels, HVAC control devices, sensors, and 120V power panel connections shall be shown on the floor plans. The numbers and sizes of conductors and conduits for detector circuits shall not be shown since this varies among suppliers. Zoning of areas shall be indicated by numbers (1, 2, 3), and detectors subzoned for cross zoning shall be indicated by letter designations (A and B). Ceiling mounted detectors shall be differentiated from underfloor detectors by distinct symbols indicating the subzone of each.
- vi. Location of telephone and other communications outlets shall be shown on the plans. Legends and symbol definitions indicating height above finished floor shall be provided. Telephone conduit system riser diagrams, including conduit sizes, shall be shown. Conduit runs between backboard and outlets shall not be shown on the floor plans. Underground telephone distribution conduit shall be shown on either the electrical or electronic site plan.
- vii. The grounding system specifications and drawings shall clearly reflect all design requirements. The specifications shall require field tests during the construction phase, and to be witnessed by the PgM/CM, for determining the effectiveness of the grounding system. Drawings showing existing construction shall be provided. D-B shall provide verification of the validity of any existing drawings and/or any other data furnished by Owner.
- viii. The extent of any exterior work, such as telephone lines, television (TV) distribution cables, duct banks, etc., outside of five (5) feet from the building line shall be described.
- ix. The name of the licensed corrosion engineer or NACE specialist to be utilized for the design shall be provided. The following shall be provided for cathodic protection systems:
 - a. Define areas of structures or components in soil or water to be protected.
 - b. Comparison of systems and equipment, including cost estimates for all alternatives, and the type of system recommended.

- c. Calculations for all systems considered, including related information and descriptions.
- d. Cathodic protection design, including comprehensive specifications and drawings meeting the protection criteria. The design plans and specifications shall show the extent of the facilities to be protected, location and type of anodes, location of test points, and details for sectionalizing an underground piping system. The design shall be sufficient for purchasing equipment and building the system without design changes.
- x. Exterior work shall be shown on the electrical site plan.
 - a. Existing and new communications service lines, both overhead and underground, shall be properly identified.
 - b. Removals and relocations shall be shown if applicable.
- xi. A descriptive narrative of all electronic systems required for project shall be provided. Any hazardous areas as defined in the National Electric Code shall be identified, and the type of equipment proposed for use in such areas indicated. The location of all electronic system panels, etc., shall be shown on the floor plans. The proposed riser diagrams for all systems shall be provided, and sizes of all conduit, wires, cables, panels, etc. shall be indicated. A complete symbol legend shall be provided for all devices or equipment shown on the plans. Work requiring removals or demolition and how it is to be performed shall be described using drawings and/or narrative as necessary.

C.4.4.1.7 Preliminary Design (65%) Cost Estimate

Concurrent with the delivery of the 65% design submission, D-B shall submit a detailed Cost Estimate of the 65% design and a statement that the design delivered can be constructed within the NTE Project Cost. The purpose of the Cost Estimate is to (1) ensure that the design progresses according to the NTE Project Cost, (2) aid the Owner in understanding the costs associated with key elements of the Project to better prioritize and manage the use of the funding allocated to this Project.

C.4.4.2 Final Design (95%) Submission

Per the Design Submission Schedule, D-B shall submit the Final Design (95%) in accordance with **Attachment J.32, Section 011500 – Design Submissions and Reviews**. D-B shall prepare the submission with the intent to negotiate a Lump Sum or Fixed Price for the Construction Phase (Phase Two) of the Project.

Owner's review of the 95% submittal is primarily to ensure that the contract documents and design analysis are proceeding in a timely manner and within the NTE Project cost. Supplemental to **Attachment J.32**, the 95% design submittal shall contain, at a minimum, the following:

- i. An updated detailed cost estimate (to include breakout of early-work packages)
- ii. Any changes necessary to comply with the 65% review comments
- iii. Identification of any out-of-scope deviations from the 65% submission with rationale, cost and schedule implications associated with deviation
- iv. CID plans/FF&E
- v. SID plans
- vi. Complete specifications
- vii. Final design analysis
- viii. Finish documentation Color boards
- ix. Check status of any required waivers or exemptions

- x. Drawings, specifications, and cost estimate in compliance with concerns identified during technical and constructability review
- xi. Calculations
- xii. Design Submission Schedule/Project Schedule
- xiii. Design Needs List per **Section C.3.6.1.**
- xiv. Permit list/regulatory agency approval
- xv. Electronic version of submission (in native file format)
- xvi. Updated Constructability/Sole Source/Long-Lead Time Memorandum
- xvii. Early-work package list per **Section C.3.7**

C.4.4.2.1 Final Design (95%) Cost Estimate

Concurrently with the delivery of the 95% design submission, D-B shall submit an updated detailed Cost Estimate of the 95% design and a statement that the design delivered can be constructed within the Owner's budgeted amount or NTE Project Cost. The purpose of the Cost Estimate is to (1) ensure that the design has been completed according to the NTE Project Cost and (2) to negotiate a Lump Sum or Fixed Price for the Construction Phase (Phase Two) of the Project.

C.4.4.3 Corrected Final Design (100%)/Issued for Construction (IFC) Submission

Per the Design Submission Schedule, D-B shall submit the the Corrected Final Design (100%) or Issued for Construction (IFC) in accordance with **Attachment J.32, Section 011500 – Design Submissions and Reviews.** D-B shall prepare the submission with the intent to submit for permitting either as an approved early-work package in the Pre-Construction Phase or in the Construction Phase of the Project. Supplemental to **Attachment J.32**, the 100% design submittal shall contain, at a minimum, the following:

- i. Complete detailed cost estimate (to include breakout of early-work packages)
- ii. Any changes necessary to comply with the 95% review comments
- iii. Identification of any out-of-scope deviations from the 95% submission with rationale, cost and schedule implications associated with deviation
- iv. Permits list
- v. CID plans/FF&E
- vi. SID plans
- vii. Any corrections to the final design analysis
- viii. Finish Documentation Color boards
- ix. Complete FF&E list
- x. Complete specifications
- xi. Complete Calculations
- xii. Design Submission Schedule/Project Schedule
- xiii. Design Needs List per **Section C.3.6.1.**
- xiv. Permit list
- xv. Electronic version of submission (in native file format)
- xvi. Updated Constructability/Sole Source/Long-Lead Time Memorandum
- xvii. Early-work package list per **Section C.3.7**

C.5 CONSTRUCTION PHASE (Phase Two) SCOPE

The Construction Phase shall not commence until the Courts issues a Notice to Proceed

for Construction Phase Services (Construction NTP). The Design-Builder shall, through Subcontractors or, with the written consent of the Courts, with its own forces, perform all of the Work necessary to construct the Project so that it is complete, safe, and properly built in strict accordance with the approved Construction Project documents and the other requirements of this Agreement. Without limitation, the Design-Builder shall provide all of the labor, materials, tools, equipment, temporary services, and facilities necessary to complete the Project in accordance with the drawings, specifications, schedule and budget that are issued for the Project. The Design-Builder shall be responsible for paying for and obtaining all necessary permits. The Work shall be carried out in a good and workmanlike, first-class manner, and in a timely fashion. All materials and equipment to be incorporated into the Project shall be new and previously unused, unless otherwise specified, and shall be free of manufacturing or other defects.

- C.5.1** D-B shall provide the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit D-B to complete construction of the Project consistent with the Contract Documents.
- C.5.2** D-B shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. D-B shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.
- C.5.3** D-B shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Owner may reasonably object to D-B's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance.
- C.5.4** D-B assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.
- C.5.5** D-B shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control (OGC's), D-B per **Sections B.4.2** and **C.3.6** shall reasonably cooperate and coordinate its activities with OGC's so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.
- C.5.6** D-B shall keep the Site reasonably free from debris, trash and construction wastes to permit D-B to perform its construction services efficiently, safely and without interfering with the use of adjacent occupied areas not under construction. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.
- C.5.7 Construction Management**
During the Construction Phase, the Design-Builder shall complete the Work in a manner consistent with the design documents accepted by Owner and shall provide all labor, materials, insurance, bonds and equipment necessary to fully complete the Project in accordance with the

drawings, specifications, Project schedule and NTE Project Cost. D-B shall complete all Work required to deliver the Project at an acceptable level of quality, to include at a minimum:

- i. Manage and administer all aspects of the Project construction;
- ii. Manage weekly progress meetings;
- iii. Review and process shop drawing submissions, RFI's, etc;
- iv. Prepare meeting notes and records of decisions/changes made;
- v. Conduct pre-closeout inspections;
- vi. Review closeout documents for completeness, such as As-Built Drawings based on the D-B's red line drawings and/or coordinated set developed during the subcontractor coordination process.

C.5.7.1 Construction Management Plan. The D-B shall submit a draft of its construction management plan ("Construction Management Plan") within fourteen (14) days after receiving Construction NTP to include, but not limited to, noise control, hours for construction and deliveries, truck routes, trash and debris removal plan, traffic and parking control, communications procedures, emergency procedures, quality control procedures, dust control, planned occupancy of public ways, temporary fire protection measures, project signage, construction staging plan, and construction logistics plan.

C.5.7.2 Supervision. D-B shall supervise and direct the Work, using the D-B's best skill and attention. The D-B 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.5.7.2.1 D-B shall be responsible to the Owner for acts and omissions of the D-B's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the D-B or any of its Subcontractors.

C.5.7.2.2 D-B 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.5.7.2.3 Should the D-B cause damage to work or property of the D.C. Courts or to other work at the site, D-B shall promptly remedy such damage, at no additional cost to the Owner.

C.5.7.3 Occupied Portions of the Building. In all buildings where Work is required to deliver the Project, D-B shall ensure that building systems, such as the mechanical, electrical, plumbing, fire protection systems, and all other building systems supporting occupied areas of the building not under construction, are not adversely affected. The existing systems un-touched and tied-into should continue to function in a way that supports and does not interrupt the functionality of occupied areas of the building. If any functionality is lost or a system fails as a result of the D-B's Work, the D-B shall immediately restore functionality or may be back-charged the costs incurred by the Owner to restore functionality so operations may continue uninterrupted in occupied portions of the buildings.

C.5.7.4 Owner Approvals and Permits. The D-B shall prepare, submit, pay for and obtain all of the required permits (to include trade permits), approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project. Per **Section C.4**, D-B shall develop a list of the required permits and shall track the progress of all such permits through the review

process. The D-B shall update Owner with the status of each permit that is required for the Project throughout the review and approval process and notify Owner immediately if any issues arise that may negatively impact the Project Schedule. For no additional cost to Owner, the D-B shall engage such permit expeditors as the D-B deems necessary or appropriate to meet the Project schedule.

D-B shall provide reasonable assistance to Owner to obtain Government approvals, permits, and licenses that are deemed Owner's responsibility.

C.5.7.5 Labor and Materials. D-B 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.5.7.5.1 The D-B may make substitutions only with the consent of the Owner, after evaluation by the Owner and in accordance with a Change Order.

C.5.7.5.2 The D-B shall enforce strict discipline and good order among the D-B's employees and other persons carrying out the Contract. The D-B shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The D-B 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 D-B shall use its best efforts to minimize the likelihood of any strike, work stoppage or other labor disturbance.

C.5.7.5.3 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 D-B. The full amount of the cost to the Owner of all materials furnished by the Owner to the D-B and for which no charge is made, which are not accounted for by the D-B to the satisfaction of Owner, will be charged against the D-B and his sureties and may be deducted from any moneys due the D-B, and this charge shall be in addition to and not in lieu of any other liabilities of the D-B 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 D-B upon proper requisitions therefore and will be charged to his account.

C.5.7.6 Project Safety. D-B shall perform the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. D-B shall implement and monitor all safety precautions and programs related to the performance of the Work. D-B shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. D-B's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with D-B's personnel, Subcontractors and others as applicable.

C.5.7.6.1 D-B and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided

that such Owner-specific requirements do not violate any applicable Legal Requirement. D-B shall immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's PgM/CM Team and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

- C.5.7.6.2** D-B's responsibility for safety is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.
- C.5.7.7** **Warranty of Work.** D-B shall warrant to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. D-B's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this section or the Contract Documents. D-B shall provide Owner with all manufacturers' warranties upon Substantial Completion.
- C.5.7.8** **Correction of Defective Work.** D-B shall agree to correct any Work that is found to not be in conformance with the Contract Documents, within a period of one (1) year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by any specific warranty included in the Contract Documents.
- C.5.7.8.1** D-B shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If D-B fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide D-B with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, D-B shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable.
- C.5.7.8.2** The one-year period applies only to D-B's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding D-B's other obligations under the Contract Documents.
- C.5.7.9** **No Adjustments to Fee.** D-B shall not be entitled to any additional fees or general conditions unless (i) the Owner makes additions to the scope provided for in this Agreement that cause the budget/cost, either individually or in the aggregate, to increase

by more than ten percent (10%) or (ii) the Owner decides to exercise the options which require the D-B's services for the Project to extend beyond the Substantial Completion Date.

C.5.7.10 As-Built and Closeout Documentation. D-B shall provide the following closeout documentation, at a minimum:

- i. A complete set of the Design-Builder's Project files;
- ii. A complete set of product manuals (O&M), Close-Out Deliverables training videos, warranties, etc.;
- iii. As built record drawings;
- iv. Proposed schedule of maintenance;
- v. Environmental, health & safety documents;
- vi. All applicable inspection certificates/permits (boiler, elevator, emergency evacuation plans, health inspection, etc.)

C.6 DIVISION OF RESPONSIBILITIES

Refer to **Attachment J.32** (Division 01 – General Requirements)

C.7 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.8 SITE ACCESS

Refer to **Attachment J.32**

C.09 DEVIATIONS AND SUBSTITUTIONS TO THE ACCEPTED DESIGN

Per **Section C.4**

C.10 SUBMITTALS

Per **Section C.4** and **C.5**

[END OF SECTION C]

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

SECTION D: PACKAGING AND MARKING

Section Not Applicable

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

[END OF SECTION D]

SECTION E: INSPECTION AND ACCEPTANCE OF CONSTRUCTION
Reference **Attachment J.1**, DC Courts General Contract Provisions

[END OF SECTION E]

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

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The period of performance for the Contract, to include the Pre-Construction Phase (Phase One) and the Construction Phase (Phase Two), shall begin on the date of Contract award and end on December 30, 2024 (reference **Section B.4.2**, Table 2).

F.2 OPTIONS

The Court may exercise the Design-Build Options stated on B.7 at a later date; provided that the Court will give the Contractor preliminary written notice of its intent, to increase SOW and extend the contract Period of Performance by providing a Bilateral agreement between contractor and the Contracting Officer prior to expiration of the contract.

F.3 DELIVERABLES

F.3.1 Pre-Construction Phase (Phase One) Deliverables

Reference **Section B.4.1**, Table 1 and **Section C**.

F.3.2 Construction Phase (Phase Two) Deliverables

Reference **Section B.4.2**, Table 2; **Section C** and list below:

- a) NTE Project Cost, Allowance (s) and Contingency Balance Update
- b) Hazardous Material Abatement Subcontractor Insurance Certificates
- c) Hazardous Material Abatement Records
- d) Progress Meeting Minutes
- e) Project Schedule Updates
- f) Project Progress Reports
- g) Cost Variance Report
- h) OSHA Safety Plan
- i) Close out documents (Product Manuals, Warranties, etc.)
- j) Contractor Quality Control (CQC) Plan
- k) Quality Control Inspection Reports
- l) Corrective Action Plan
- m) Invoices and Acceptable Application for Payment with Release of Liens and Claims
- n) Insurance Certificates
- o) Performance and Payment Bonds and Agreement of Indemnity
- p) Certificate of Substantial Completion executed by the Project Architect/Engineer and submitted Department for review, concurrence and approval
- q) Documents that may be required by Contracting Officer from time to time

F.4 REPORTING REQUIREMENTS AND COMMUNICATION

F.4.1 Refer to Project Manual the following **Attachment J.29** Project Manual, Division 1 Specifications.

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 five (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 (2) 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 PgM/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 D-B, PgM/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), 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 AUTHORIZED WORKDAY / WEEK

- F.5.1 Authorized working hours are from 6 PM to 6 AM (Monday-Friday). Some work will be required to be performed on the weekend. Weekend hours are typically 7 AM-7 PM unless limited or prohibited by D.C. Court's weekend activities.

- F.5.2 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.5.3 Weekend and Weekday Overtime work hours; D-B must advise and receive approval from COTR prior to weekend or overtime hours and coordinate with security. Security is also needed for entrance into any secure area.
- F.5.4 Hours for core drilling and Noisy activity: after 7 PM and halt before 6 AM during the weekdays and weekends.

[END OF SECTION F]

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

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

- G.1.1 The D.C. 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. The Courts 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 shall be provided to the Offeror after award:

(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.2.2.1 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
District of Columbia Courts
500 Indiana Ave, N.W.
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.

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.

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@dccsystem.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 1.2.18.**

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.11.5 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.

[END OF SECTION G]

SECTION H: SPECIAL CONTRACT REQUIREMENTS

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

H.1.1 Experience: Contractor and Architect/Engineer (Design-Build Team) each/individually served as prime contractor and AOR/DOR on secure facilities (Court facilities preferred). Contractor and Architect/Engineer shall *each* have a minimum of 10 (ten) years of experience as prime contractor and AOR/DOR on a design-build team and delivering projects via the design-build delivery method.

H.1.2 Contractor Firm Capacity: Delivery of at least five (5) projects with a minimum dollar value of \$15,000,000 via the design-build delivery method, and as prime contractor.

H.1.3 Architect/Engineer Firm Capacity: Provision of design and construction administration services for at least five (5) projects with a minimum dollar value of \$15,000,000 via the design-build delivery method, and as AOR/DOR.

H.2 THE COURTS OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination 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., , The Courts 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 D.C. Courts Contractor or by any D.C. Courts employee. If another contractor is awarded a future contract for performance of the required services, the original contractor shall cooperate fully with the D.C. 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.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.

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

H.5.1.1 Pre-Construction Phase (Phase One)

1. Project Manager
2. Designer of Record (DOR)
3. Quality Control Manager (QCM)
4. Scheduler

H.5.1.2 Early-Work and Construction Phase (Phase Two)

1. Project Manager
2. Designer of Record (DOR)
3. Quality Control Manager (QCM)
4. Scheduler
5. Site Safety and Health Officer (SSHO)

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 ten (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 ten (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.

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

H.5.5 The key personnel are considered to be essential to the work being performed hereunder. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the CO. The Contractor shall, prior to making any substitution permanent,

demonstrate to the satisfaction of the COTR and CO that the qualifications of the proposed substitute personnel are equal to or better than the qualifications originally identified for the position. The CO will notify the Contractor within fifteen (15) calendar days after receipt of all required information of the decision on proposed substitutions.

H.5.6 No key personnel identified in **Section H.5.1** shall serve dual roles.

[END OF SECTION H]

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

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 PROTEST

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 2021, 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.8.1 above within three (3) calendar days from the date of receipt of the notification of award.

I.10 Insurance

I.10.1 General Requirements

The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the

Contracting Officer (CO) giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia Courts.

The District of Columbia Courts shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against the District of Columbia Courts relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be affected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

L10.2 Automobile Liability Insurance

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

L10.3 Workers' Compensation Insurance

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

I.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.10.5 Professional Liability

The Architect/Engineer (“AE”) shall obtain and maintain from and after the date of the Contract the following insurance: Professional Liability (“PL”) Insurance on an occurrence basis to protect the DCC against liability for errors and omissions in design work performed by the AE or any member of the AE’s team providing professional architectural and engineering design services. Coverage limits are required as follows (unless otherwise specified by the Procurement Officer):

<u>Project Construction Cost</u>	<u>PL Coverage Required Under</u>
\$10,000,000	\$2,000,000 per occurrence
\$10,000,001 - \$50,000,000	\$5,000,000 per occurrence

- a. The A/E shall furnish evidence demonstrating the limits of coverage stated above are available and unencumbered by previous losses on the policy. If during execution of the contract, the available limits in aggregate fall below 50% the AE shall notify the DCC and take action to restore the limits to the required level.
- b. Deductibles shall be the responsibility of the AE and may not exceed \$25,000 without approval of the DCC.
- c. There shall be no exclusion for environmental claims arising out of the performance of professional services.
- d. Firms performing work under a Joint Venture agreement must furnish evidence in the form of an endorsement by the insurer the Joint Venture is insured under the policy.
- e. If the policy is written on a Claims Made basis, the insurance must be maintained for a period of no less than 10 years after the project is completed, and the retroactive date must be listed as prior to, or on the date the contract is executed. If the policy is to be cancelled, non-renewed or not replaced prior to the 10 years, an Extended Reporting Period (Tail) must be purchased to contemplate the exposures past the cancellation date.

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:

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

The CO may request and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

I.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.12.5 **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia Courts.
- I.12.6 **CARRIER RATINGS.** All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the in the District of Columbia.

I.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

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents 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. 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 .

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:

- i. 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

- ii. 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.
- iii. Time is of the Essence. The Courts and Contractor mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

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 fifteen (15) calendar days of early-work package or Construction Phase 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, Contractors 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 J.20 !

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 subcontractor 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 subcontractor 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 understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. The Contractor agrees that if Substantial Completion is not attained by fifteen (15) days after the Scheduled Substantial Completion Date (the “LD Date”), the Contractor shall pay Owner Five-Thousand Dollars (\$5,000) as liquidated damages for each calendar day that Substantial Completion extends beyond the LD Date.

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 five (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 Not Used

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]

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

SECTION J: ATTACHMENTS

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

Attachment Number	Attachment Name
J.1	General Provisions Applicable to District of Columbia Courts Contract
J.2	Anti-Collusion Statement
J.3	Ethics in Public Contracting
J.4	Non-Discrimination
J.5	Certification of Eligibility
J.6	Tax Certification Affidavit
J.7	Certification Regarding a Drug-Free Workplace
J.8	Release of Claims
J.9	Payment to Subcontractors and Suppliers Certificate
J.10	District of Columbia Courts Sexual Harassment Policy
J.11	Bid/Offer Form
J.12	Bid/Offer Bond Form
J.13	Payment Bond Form
J.14	Performance Bond Form
J.15	Tax Regulations
J.16	DC Courts Tax Exemption Certificate
J.17	Application for Payment
J.18	Davis Bacon Act and Davis Bacon Wage Rates
J.19	Contract Work Hours and Safety Standards Act
J.20	DBIA 535 Standard Form of General Conditions of Contract Between Owner and Design-Builder
J.21	The Judiciary Square Master Plan – Washington, D.C. dated 4 March 2005
J.22	Building A – Existing Floor Plans, dated October 2019
J.23	Building A – 1 st & 2 nd Floors – Auditor Master Test Fit
J.24	Building B – B1 Level – Civil Resource Center Test Fit
J.25	Building B – POR, verified 2021
J.26	Building B – Blocking & Stacking Diagram
J.27	U.S. Courts Design Guide, Revised 2021
J.28	Design Intent Drawing (DID) Review Guide, GSA
J.29	Building B – Existing Floor Plans, dated October 2019
J.30	Building B – Facilities Condition Assessment (FCA), dated 2021
J.31	District of Columbia Courts Facilities Master Plan 2019, Issued July 2020
J.32	Division 01 – General Requirements
J.33	Building B – Performance Requirements
J.34	Architect/Engineer Past Performance Questionnaire
J.35	Contractor Past Performance Questionnaire
J.36	D.C. Courts Cable & Management Procedures Manual, V3, dated March 5, 2019
J.37	DC Courts Design Standards
J.38	USMS Publication 64
J.39	D.C. Courts Audiovisual Standards, September 2018
K	Offer Breakdown Sheets

[END OF SECTION J]

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.3.2.2 Volume 1 Technical Information Tab B Corporate Capabilities)

K.10.2 Furnish evidence of the ability to comply with the required and/or proposed delivery or performance schedule, taking into consideration all existing commercial and Owner business commitments. (See Section L.3.2.2 Volume 1 Technical Information Tab B)

K.11 OFFERING DOCUMENTS

K.11.1 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.12 INTERPRETATIONS OR CORRECTIONS OF OFFERING DOCUMENTS

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

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

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

K.12.3 Any prospective Offeror desiring an explanation or Interpretation of this Solicitation must request it in writing by **August 2, 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 Courts will furnish responses via the Courts E-Sourcing system's (<https://www.dccourts.gov/about/procurement-contracts-branch>) and Sam.gov. 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 the Courts officials before the award of the contract will not be binding. 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.

[END OF SECTION K]

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

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**L.1 CONTRACT AWARD****L.1.1 MOST ADVANTAGEOUS TO THE COURT**

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 D.C. Courts, 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, request oral presentations 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 three (3) 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-21-RFP-087

Caption: "Migration from Gallery Place Modernizations"

Proposal Due Date & Time: DATE: August 16, 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: Flor de Maria de Revera, Senior Contract Specialist
616 H Street, N.W., Suite 612
Washington, D.C. 20001

- L.2.11 **Each Offeror shall submit one (1) completed copy with original signatures and one (1) completed copy 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: Specifications/Work Statement**. The proposal shall include the requisite legal representations, resources which will directly be employed in the project, client references, and a description of similar services provided by the offeror and its key personnel. Failure to address adequately any of these areas may result in the proposal being eliminated from consideration for award.
- L.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 (CD) that should include a copy of both the technical volume and a copy the pricing volume together.

L.5.3 An offeror may modify or withdraw its proposal at any time before the closing date and time for receipt of proposals.

L.5.4 The intent of the RFP is to encourage responses that clearly communicate the offeror's understanding of the requirements detailed in the RFP and the offeror's approach to successfully partner with the Courts to meet the objectives identified in the RFP. The offeror shall submit only the information essential to demonstrate the required experience and for the Courts to understand and evaluate the proposal. Items not specifically, and explicitly related to the RFP and proposal, e.g. brochures, marketing material, etc. will not be considered during the evaluation.

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 to maria.rivera@dccsystem.gov. The prospective offeror should submit questions no later than fifteen (15) days prior to the closing date and time indicated for this solicitation. The Courts may not consider any questions received less than fifteen (15) days before the date set for submission of proposals.

L.7 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held July 21, 2021 at 10:00am (Virtual). 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. The Courts 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	INFORMATION	POINTS
Tab A	General Information, Certifications, Affidavits, & Other Submissions	0
Tab B	Design-Build Delivery Experience and Past Performance	25
Tab C	References/Past Performance Questionnaire	10
Tab D	Design-Build Team Organization and Key Personnel	25
Tab E	Design-Build Delivery Approach	25
Tab F	Proposed Innovations	10
Tab G	Disclosure	0

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

TAB	PRICE	POINTS
Tab A	Price Information -detailed price breakdown of all pricing sheets a. Section K, b. Attachment K1	5

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

L.10.1 TAB A—General Information (0 points)

L.10.1.1 Name, Address, website address, Telephone Number, DUNS Number and federal tax identification number of the Offeror.

L.10.1.2 Name, address, e-mail and current phone number of Offeror’s contact person.

- L.10.1.3 Brief history of the Offeror's company to include type of services offered, size of company and years of experience providing Design-Build services.
- L.10.1.4 If the offeror is a corporation, partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements;
- L.10.1.5 Courtships structure;
- L.10.1.6 Courtship by foreign corporation with an interest exceeding five (5) percent;
- L.10.1.7 Articles of incorporation, partnership or joint venture agreement; and
- L.10.1.8 Documentary evidence that the offeror is located and is authorized to conduct business in the District. Document should include copy of any current license, permit, registration or certification to transact business in the District of Columbia, if required by law to obtain such license, permit, registration or certification;
- L.10.1.9 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.10.2 TAB B—Design-Build Delivery Experience and Past Performance (25 points)

- L.10.2.1 **Basis of Evaluation.** The basis of evaluation will include the quality and relevance of Past Performance of the Offeror/Builder and its Lead Design Firm on a variety of **Design-Build** projects for new construction, repair, and renovation, of general building construction that are similar in scope, size (project dollar value), type, and complexity to the project shown in the statement of work for this solicitation. Provide a minimum of three (3) and maximum of five (5) Design-Build past performance examples the offeror has completed in within the last five (5) years.
- L.10.2.2 Past performance examples/Projects to be evaluated shall have been completed or substantially completed within five (5) years prior to the date of solicitation issuance. The D.C. Courts will consider quality of workmanship, adherence to schedules, record of controlling costs, and record of recommending and/or implementing innovative approaches and/or technologies and safety performance record to assess the overall quality of past performance.
- i. A maximum of five (5) projects will be evaluated for the Offeror (excluding Lead design Firms(s)). If the offeror is a joint venture (JV) or a fully integrated D-B firm, projects should be submitted for the joint venture or D-B firm. If there are no JV past performance examples/projects, projects should be submitted for all joint venture partners.
 - ii. A combined maximum of five (5) projects will be evaluated for the Lead Design Firm(s). Projects to be evaluated for the Lead Design Firm(s) shall have been completed within five (5) years prior to the date of solicitation issuance.
 - iii. More weight will be given to the Offeror's projects submitted for evaluation than to those submitted by the Lead Design Firm.

L.10.2.3

Offerors may choose to submit past performance examples utilizing Attachments J.34 and/or J.35 (D.C. Courts past Performance Questionnaires) or as desired in the proposal document. Offeror shall provide the following information, at a minimum, for each past performance example/Project:

- i. Primary location(s) and mailing address of Project work/the facilities;
- ii. Type of facilities (Judiciary; Government, state or local agency; healthcare, etc.)
- iii. Owner of the facilities;
- iv. Contract type—fixed-price or lump sum, cost reimbursement, GMP, etc.;
- v. Project delivery method—Design-Build;
- vi. Project Procurement type—Progressive Design-Build, Best Value, Sole Source, etc.;
- vii. Contract Number;
- viii. Contract Value;
- ix. Contract Title;
- x. Contract point of contact (POC) name, e-mail address, and phone number;
- xi. Contract term/period of performance;
- xii. Contract Award Date;
- xiii. Contract Completion Date vs Actual Completion Date. Describe how Offeror's services affected delivery of project on schedule. If project was not completed on schedule, explain why;
- xiv. Original Contract Price (award amount) vs Final Contract price (to include all modifications, if applicable). Indicate whether differences were a result of owner-initiated changes, unforeseen conditions, corrections to design, contractor delay, etc. Describe how Offeror's services affected delivery of project within budget and scope. If project was not completed within budget and/or scope, explain why;
- xv. Organizational Structure of D-B team—fully integrated firm, contractor(s) led/contractor(s) as prime, design professional led/design professional as prime, contractor(s) and design professional as joint venture, developer led;
- xvi. Specify if past performance example was completed by the same team Offeror is proposing in response to this RFP;
- xvii. Summary of offeror's role in Project delivery (specify if prime or AOR/DOR);
- xviii. Skills/expertise the offeror provided that resulted in successful delivery of Project;
- xix. Detail of how extraordinary problems, issues or challenges were overcome to achieve successful delivery of the Project, and the offeror's description of what made the delivery successful;
- xx. Specify if the Project was completed in a partially occupied, operational facility;
- xxi. If the Project was completed in a partially occupied, operational facility, detail any problems, issues or challenges to performing Work in an occupied facility, how the Offeror addressed them, and how the offeror ensured continued client operations and successfully delivered of the Project;
- xxii. LEED requirement;
- xxiii. Awards or commendations received related to the past performance example or directly from those clients;

L.10.2.4

Notes relevant to Evaluation.

- i. The D.C. Courts reserves the right to consider and use in the past performance evaluation, other information not submitted by the Offeror. The other sources of

information may include, but are not limited to, other Government databases (state, local or federal) and information from project owners not referenced by the offeror. While the D.C. Courts may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror. Past Performance from the Construction Contractor Appraisal Support System (CCASS) or Architect/Engineer Contract Administration Support System (ACASS) will be given more weight.

- ii. Past Performance information concerning subcontractors and teaming partners shall not be disclosed to a private party without the subcontractor's or teaming partner's consent.
- iii. All past performance examples/Projects submitted that are outside the five (5) year period specified or above the maximum number will not be considered or evaluated. The first five (5) counted projects will be evaluated, the excess disregarded. The D.C. Courts will not sort and select the best or most relevant submissions if five (5) is exceeded.
- iv. Offerors that self perform general building construction will receive a higher rating for this factor.
- v. A higher rating will be received if the offeror can demonstrate past performance in a secure or judiciary environment.
- vi. A higher rating for this factor will be achieved where the Offeror's Team demonstrates successful past performance on one or more relevant projects within the range between \$15,000,000 and \$50,000,000.
- vii. A lower rating will be received where the Offeror did not meet safety standards and code compliance on past projects.
- viii. A higher rating will be received for offerors who have successful past performance as the team proposed.
- ix. A higher rating will be received for the Joint Venture Offeror then for the separate JV partner's submissions.
- x. A higher rating will be received for Offerors that have served as Prime on past performance examples.
- xi. A higher rating will be received for Offerors that have experience with the Progressive Design-Build approach or who demonstrates understanding of the approach via there proposal.

L.10.3 TAB C—References/Past Performance Questionnaire (10 points)

- L.10.3.1 Past performance examples and information provided will be used for both responsibility determinations and as an evaluation factor against which Offeror's relative ranking will be compared in accordance with the evaluation criteria set forth herein. The D.C Courts intends to evaluate the Offeror's past performance record based on references submitted for relevant and recent work similar in scope and complexity to that identified in this RFP. This evaluation will be an assessment of of how well the Offeror has satisfied its customers in the past.
- L.10.3.2 Offeror shall provide at least three (3) references from previous clients for Projects completed within the last five (5) years.

L.10.3.4 Offeror shall complete the Past Performance Questionnaire (PPQ) for both the Contractor/Builder and the Architect/Engineer or Lead Design Team separately.

L.10.3.5 Owner will take into consideration the customer's satisfaction with cost controls, quality of work, compliance with schedules, responsiveness, ability to manage teaming partners and sub-contractors and sub-consultants, and overall customer satisfaction.

L.10.3.6 It is the Offeror's responsibility to complete the Offeror section of the PPQ (**Attachments J.34**, Architect/Engineer Past Performance Questionnaire and **J.35**, Contractor Past Performance Questionnaire) and forward it to the customer reference for completion.

L.10.3.7 PPQs must be submitted directly from the customer reference to the D.C. Courts Contracting Office.

L.10.4 TAB D— Design-Build Team Organization and Key Personnel (25 points)

The Courts expectation is that only personnel with sufficient experience, expertise and ability to meet the RFP requirements be proposed as key personnel. **If information is missing for team members, point(s) will be deducted.** The Offeror shall provide the following:

- i. An organizational chart that identifies roles and responsibilities of each member of the project team including, but not limited to, Key Personnel identified by the Offeror and supporting staff by discipline.
- ii. Indicate reporting relationships (including sub-contractors, teaming partners, and consultants, if included on organizational chart).
- iii. Identify proposed individuals who will be assigned to each role, provide individual's relevant D-B project experience, and specify the length of time the offeror anticipates each individual will be dedicated to the contract.
- iv. Indicate whether each proposed individual is to be full-time or part-time.
- v. Identify proposed individuals who will have regular interaction with the D.C. Courts' field personnel for the Project duration;
- vi. Identify proposed individuals who are currently employed by the Offeror and the length of time they have been employed by the Offeror.
- vii. Demonstrate that the proposed individuals have the experience, expertise and ability to perform the services required to meet the RFP objectives immediately upon NTP without additional training prior to performing services or providing required deliverables.
- viii. Personnel experience CV's and Biodata (for all personnel including sub-contractors, teaming partners, and consultants, if any).
- ix. Identify professional registrations, certifications, licenses, etc. held by each proposed individual;
- x. Identify what design services will be self-performed by Offeror and design services that will be performed by sub-contractors, teaming partners, or consultants;
- xi. Identify what construction services will be self-performed by Offeror and construction services that will be performed by sub-contractors, teaming partners, or consultants;
- xii. Identify proposed individuals who have worked together in the past in similar roles on similar projects.

L.10.4.1 **Proposed Subcontractors.** Per **Section L.10.4** above, provide information pertaining to proposed subcontractors. At a minimum the offeror shall include Mechanical, Electrical, Plumbing, IT and AV subcontractors.

- i. Confirm if Offeror has contracted proposed subcontractors on any Past Performance Examples provided in Tab B or at all in the past.
- ii. Confirm if Offeror has contracted proposed subcontractors on any References provided in Tab C or at all in the past.
- iii. Identify/highlight subcontractor's experience relevant to RFP

L.10.5 TAB E— Design-Build Delivery Approach/RFP Understanding (25 points)

The Offeror shall provide the following to establish that the Offeror understands the RFP requirements and is capable of meeting the D.C. Courts expectations for Project scope, schedule and budget:

- L.10.5.1 **Schedule Management.** To illustrate the Offeror's understanding of the Project schedule as described in the RFP, the Offeror shall prepare this portion of the submission with the objective of demonstrating that the Offeror thoroughly understands the requirements and complexities of this RFP, and that they have developed a well thought out plan that (i) integrates all related activities including coordination with subcontractors, other contractors (OGC) and outside agencies/organizations; and (ii) considers phasing, etc. required to meet the Substantial Completion date identified in **Section B.4.2**, Table 2.
- L.10.5.2 The intent of the summary level Critical Path Method (CPM) schedule is not to provide excessive detail, but to provide enough information to describe the Offeror's understanding of the PDB approach and the Offeror's proposed approach to ensure that the Project is completed no later than the Substantial Completion date.
- L.10.5.3 The Offer shall provide a legible, summary level CPM schedule showing a well-developed critical path (with logic indicated). The logic-driven summary schedule shall include all Pre-Construction Phase (Phase One) and Construction Phase (Phase Two) milestones identified in **Sections B.4.1**, Table 1 and **B.4.2**, Table 2; other relevant design and construction activities; and proposed sequencing/phasing for the Project.
- L.10.5.4 Activity dependencies shall be clearly shown and shall include, but not be limited to: long lead items, mobilization, design development, Owner design acceptance, build-out, commissioning, final inspection, transition, and include milestones/key events and interrelationship of activities and Project milestones.
- L.10.5.5 Construction activities in CPM shall not exceed 20 work days.
- L.10.5.6 The Offeror shall provide a phasing plan (should the Offeror anticipate phasing the Project) and written narrative to accompany the CPM with the following intent:
- i. The phasing plan shall include a diagram of each phase on a highlighted floorplan.
 - ii. The Offeror's final phasing plan will be developed in coordination with design development during the Pre-Construction Phase (Phase One), after Pre-Construction NTP.
 - iii. The phasing plan and narrative shall demonstrate the Offeror's ability to complete the Project no later than the Substantial Completion date provided in **Section B.4.2**, Table 2;

- iv. The narrative shall explain how the summary CPM it will be used to manage the Project and to provide meaningful information to the D.C. Courts;
 - i. The narrative shall explain how the Offeror will mitigate schedule slippage or delay to ensure the Substantial Completion date is met;
 - ii. The narrative shall demonstrate how the Offeror will utilize the CPM to manage resources.
- L.10.5.7 In addition to provision of the CPM, the Offeror shall provide a CPM developed for a design-build project that the Offer has completed in the past that is of similar scope and contract value.
- L.10.5.8 In summary the Offeror shall provide the following related to Project schedule:
- Phasing Plan & Written Narrative that considers PDB approach
 - Past D-B Schedule Example
 - Contract Milestones
 - Anticipated NTP
 - Realistic Durations & Completion Date
 - Level of Detail
 - Pre-Design and Design Activities in Pre-Construction Phase (Phase One)
 - Permitting
 - Submittals & Procurement Activities
 - Demo and Abatement
 - Phasing
 - Construction Activities (less than 20 working days)
 - Logic (predecessors, successors, use of lag and constraints)
 - Format, Organization, Other (e.g. P6, Projects, WBS, aesthetics)
- L.10.5.9 **Scope Management.** To illustrate the Offeror's understanding of the Project scope as described in the RFP, the Offeror shall prepare this portion of the submission with the objective of demonstrating that the Offeror thoroughly understands the requirements and complexities of the scope detailed in this RFP. To support the CPM, the Offeror may include any supporting information from a Past Performance Example or past D-B project that may illustrate the Offeror's understanding of the Project scope and how to effectively manage it, such as a Project Management Plan, Design Management Plan, Construction Management Plan, Quality Management Plan.
- L.10.5.10 Offeror shall provide a list of any scope clarifications and exclusions that supplement the proposal. (A duplicate copy will be required in Volume 2 – Tab B.)
- L.10.5.11 Offeror shall identify at least two (2) potential risks or issues regarding the success of executing the project while the remainder of the building outside of and adjacent to the construction area is occupied. Provide an explanation of the risks/issues identified and propose an approach/plan to mitigate the risk of 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.10.5.12 **Budget Management.** To illustrate the Offeror’s understanding of the NTE Project Cost as indicated in the RFP, the Offeror shall prepare this portion of the submission with the objective of demonstrating that the Offeror thoroughly understands the budget limitation to complete the Project. The Offeror may include any supporting information from a Past Performance Example or past D-B project that may illustrate the Offeror’s understanding and experience managing a D-B project to budget.

L.10.6 TAB F—Proposed Innovations (10 points)

The offeror may suggest technical, procedural, personnel, innovations that they have used successfully on past performance examples or other contracts that may provide the D.C. Courts with a benefit(s). Provide any innovative ideas, approaches, specific concepts, software programs or tools that the offeror has the capability to provide that may provide a benefit(s) to the D.C. Courts in meeting the objectives detailed in the RFP.

L.10.7 TAB G—Disclosure (0 points)

L.10.8.1 Disclosure details of any legal action or litigation past or pending against the Offeror;

L.10.8.2 A statement that the Offeror knows of no conflict between its interests and those of the D.C. Courts; and further that the Offeror knows of no facts or circumstances that might create the appearance of a conflict between its interests and those of the Courts;

L.10.8.3 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.10.8.4 Has the offer ever been barred or suspended from bidding, found non-responsible as a low bidder, had a contract terminated or been denied the award of a contract for any reason by any Federal, State or Municipal entity in any jurisdiction or agreed with any governmental entity not to bid for its contracts for a given period of time?

L.10.8.5 Has the offer ever failed to complete the construction work under any contract awarded to it either as a prime contractor or subcontractor?

L.10.8.6 If yes to any of the above in Section L.10.7 please include a detailed explanation.

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.11.4 The price furnished by the offeror shall be detailed/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.
- L.11.5 In addition the offerors must submit a **summary budget** for the contract period as well as the option period. The summary budget must reflect summary cost information for each of the major budget categories for each of the contract periods separately and then offer the program total for the entire contract, item for item in the last column of the spread sheet.
- L.11.6 The budget narrative should describe the nature of individual cost items proposed and include a description of the source of that particular cost estimate (historical experience with the cost item, vendor price quotes, etc.). Narratives for the individual cost items must provide a discussion of any estimated escalation rates where applicable.
- L.11.7 Additionally, the offeror should structure their proposals so as to provide the best value and greatest assurance of results at the lowest cost. Each offeror's cost proposal for the contact period shall be evaluated in terms of reasonableness and realism to determine the appropriate cost for the work, the offeror's understands of the work, and their ability to perform the work.
- L.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.10.1.

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—Refer to Section B**
- 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.

[END OF SECTION L]

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 Courts, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the Courts in making an intelligent award decision based upon the evaluation criteria.

M.2 TECHNICAL RATING

TAB	EVALUATION CRITERIA	POINTS
Tab B	Design-Build Delivery Experience and Past Performance	25
Tab C	References/Past Performance Questionnaire	10
Tab D	Design-Build Team Organization and Key Personnel	25
Tab E	Design-Build Delivery Approach	25
Tab F	Proposed Innovations	10
	Total	95

M.3 EVALUATION CRITERIA

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

M.3.1 TECHNICAL CRITERIA (95 Points Maximum)

Reference **Section L.10** for itemized breakdown.

M.3.2 PRICE (5 points Maximum)

M.3 Price Proposal Evaluation

M.3.1 The Courts will perform a Price Analysis for each Offeror’s price proposal. 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.3.3 PRICE CRITERION (5 Points Maximum)

M.3.3.1 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.3.3.2

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times \text{weight} = \text{Evaluated price score}$$