

SOLICITATION, OFFER, AND AWARD			Project Title Recorder of Deeds Modernization Project			Page of Pages	
						1	86
2. CPFMD Reference Number		3. Solicitation Number DCSC-24-RFP-223		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP)		5. Date Issued 06/05/2024	
						6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside	
7. Issued By District of Columbia Courts Capital Project Facilities Management Division 700 6 th Street, N.W., 12 th Floor Washington, DC. 20001				8. Address Offer to: District of Columbia Courts Administrative Services Division Procurement and Contracts Branch 700 6 th Street, N.W. Suite 1224 7 th Street, N.W., Suite 615 Washington, D.C. 20001 ATTN: Kenneth L Evans Jr			
NOTE: In the sealed bid, solicitations "offer" or "Design-Builder" means "bid or "bidder."							
SOLICITATION							
9. THE DISTRICT OF COLUMBIA COURTS REQUIRES PERFORMANCE OF THE WORKS DESCRIBED IN THESE DOCUMENTS (Title, date) A Pre-Proposal Conference will be held on June 17th at 11:00 AM local time. A Pre-Proposal site walk will be held on June 17th at 12:00 PM local time. Offerors shall provide the following information no later than June 12th, 2024 at 3:00 PM , for all participants to (e-mail): Kenneth.Evans@dccsystem.gov Senior Contract Specialist to participate in the conference, provide: a) Full name of the attendee b) Name of the company the attendee is affiliated with c) Email address of the attendee							
10. The Contracting Officer shall issue the Notice to Proceed no later than NA calendar days after contract award. The Design-Builder shall achieve Final Completion within NA calendar days after receiving the Notice to Proceed.							
11. THE DESIGN-BUILDER MUST FURNISH ANY REQUIRED BID, PERFORMANCE, PAYMENT AND WARRANTY BONDS Bid Bond Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> 5 % of the total amount of their proposal Performance and Payment Bond Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> 100 % Within 10 Calendar days after receiving the notice to proceed Warranty Bond Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> 5 % Within 20 Calendar days after final acceptance							
12. ADDITIONAL SOLICITATION REQUIREMENTS: a. Sealed offers in original and 5 copies to perform the work required are due at the place specified in Item 8 by July 26, 2024 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 shall 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.							
13. For Information Contact		A. Name		B. Telephone		C. E-mail Address	
		Kenneth L. Evans, Jr		(Area Code) (202)	(Number) 879	(Ext) 8776	Kenneth.Evans@dccsystem.gov
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15. In conjunction with the above, the undersigned agrees, if this offer is accepted within 120 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 Design-Builder				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 shall be addressed to the Contracting Officer at the mailing address listed on page 1.							

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A CONTRACT TYPE, SUPPLIES, AND SERVICES

A.1 Contract Type

The District of Columbia Courts (Owner) is seeking a qualified Design-Build contractor (Design-Builder) to provide design-build services as specified in this solicitation. The Owner will award a single Fixed Price (Lump Sum) contract with four (4) options to restore and modernize the Recorder of Deeds (ROD) building located at 515 D Street NW, Washington, DC 20001 (the Project). The Design-Builder shall deliver the Project within the dollar value provided by Owner (the Not to Exceed (NTE) Project Cost) identified below. The Design-Builder will be selected via a best value selection process whereby Design-Build is selected based on team qualifications (non-price) and fixed price to deliver the Project.

The Owner is providing the Bridging Contract Documents (BCD) Package (as attachments in Section J) to serve as the Owner's requirements. Offerors shall submit Proposals premised upon agreeing to the terms of the RFP and having thoroughly reviewed the BCD Package. A Proposal that identifies or describes changes or exceptions to the RFP may be deemed non-responsive.

A.2 Services

The Design-Builder shall provide all professional, technical, supervision, labor, materials, and equipment for the design and construction to deliver the Project.

A.3 Not to Exceed (NTE) Project Cost

The Design-Builder shall perform all efforts in accordance with the requirements of this RFP for the NTE Project Cost provided below. The NTE Project Cost includes all direct labor, materials, equipment, communication, and other direct costs as well as all indirect costs, subcontractor costs, commissions, and any other profit and expenses for which the Design-Builder expects payment. No additional charge shall be made by the Design-Builder for the requirements of this Contract, including source and documentation, error correction, or expense for any other materials or services to be performed hereunder unless specified otherwise. The Design-Builder shall also guarantee said offered price and itemized pricing, free from any change, for one-hundred and (120) days from the date of the submission of its proposal. The options may or may not be exercised at the time of the award. All pricing, breakdowns, and option shall be provided for your response in Attachment K.

A.4 Authorized Workdays

A41 Workdays

The Design-Builder shall build their construction schedule reflect weekday work from 6 AM to 6 PM (Monday-Friday). Some work will be required to be performed on the weekend. Weekend work will require a work plan to be submitted and approved in advance. Weekend hours are typically 7 AM-7 PM unless limited or prohibited by the Owner or local jurisdiction.

Weekend and Weekday Overtime work hours; Design-Builder must advise and receive approval from COTR prior to need for overtime hours and coordinate with security.

A42 Legal Holidays

No work shall be done at any time on legal holidays. Please see list of holidays below.

- | | |
|--|--|
| <ul style="list-style-type: none"> Birthday of Martin Luther King, Jr. President’s Day Inauguration Day (when applicable) D.C. Emancipation Day Memorial Day Independence Day Labor Day | <ul style="list-style-type: none"> Indigenous Peoples' Day Veterans Day Thanksgiving Day Christmas Day New Year’s Day Juneteenth |
|--|--|

A.5 Anticipated RFP Schedule

Solicitation Advertisement:	June 5, 2024
Pre-Proposal Conference (On-Site):	June 17, 2024
RFP Questions due to D.C. Courts:	June 24, 2024
Proposals Due date:	July 26, 2024
Notice of Award:	September 30, 2024

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B PROJECT OVERVIEW

B.1 Project Purpose

The historic Recorder of Deeds (RoD) building is the newest addition to the Owner’s facility portfolio. In 2019, the Owner executed an Operating Agreement (reference attachment in Section J) with the District of Columbia for use of the RoD building for 99 years with the purpose of modernizing the building to create an “Access to Justice Center” with the following benefits:

- The Owner’ anticipated space need will be fulfilled through 2030 without dependency on high-cost leased space, as all Owner’ components requiring functional adjacency to the courthouses will be consolidated into the Owner’ Judiciary Square portfolio of government-owned facilities.
- Adjacency to the courthouse will allow the D.C. Courts/Owner to provide greater “access to justice for all” in the community by co-locating the D.C. Courts/Owner and community partners who deliver vital services in one easily accessible location.
- Restoration and modernization of the historic Recorder of Deeds Building will not only preserve a building that is an important part of our nation’s African American history, but it will also lower the number of excess and underutilized properties in the District of Columbia’s real property portfolio by bringing a vacant, deteriorating building back into active use.

Per the Occupancy Agreement, the District will occupy at least five thousand (5,000) useable square feet of space in the building.

A single contract will be awarded to one Design-Builder to deliver the base contract scope, the building Core and Shell, in two (2) distinct phases (**Base 1 – Core and Shell Design** and **Base 2 – Core and Shell Construction**).

The negotiated fixed price shall include all scope of work required to deliver the Core & Shell and is inclusive of, but not limited to the following:

- Procurement of all construction materials and equipment required
- The performance of construction services required during the construction phase to successfully deliver the Core & Shell no later than the Substantial Completion date identified in this RFP

In addition to the base scope, the Owner requests proposal information corresponding to three (3) options as specified in this RFP. The options shall include:

Option 1. Interior Construction and Interior Finishes (Pre-design Services). Includes all pre-design services required to deliver a complete set of construction documents that conforms to the NTE Project Cost identified for the options. Pre-design services required include, but are not limited to, requirement gathering and validation, programming, and space planning. The Design-Builder shall coordinate with the Owner and the District to complete all pre-design activities and shall facilitate reviews and acceptance of pre-design documents by the Owner and the District.

Option 2. Interior Construction and Interior Finishes (Design Services). Includes all design services required to deliver a complete set of construction documents (and supporting cost estimate) that conforms to the NTE Project Cost identified for the options.

Option 3. Interior Construction and Interior Finishes (Construction Services). Includes construction and delivery of the Interior Construction and Interior Finishes phase work per the construction documents delivered under Option 2 and within the NTE Project Cost identified for the options.

Reference Section C for additional information on base contract scope and considered options.

B.2 Project Site

The building, directly adjacent to five (5) other buildings in the Owner' portfolio at the Judiciary Square, a contributing building to the Pennsylvania Avenue National Historic Site, is within the proposed Historic Judiciary Square District, and was added into the National Registry of Historic places in March 2020, largely due to the culturally significant murals (reference relevant attachments in Section J).

B.3 Project Building

The building, in its current configuration, is comprised of a total of approximately 48,842 square feet (GSF) and will provide approximately 20,100 usable square feet (USF) above ground. The facility has been largely vacant since 2008 when the Recorder of Deeds moved to a new location and has deteriorated considerably since it was vacated, including extensive water intrusion. It is noted on the application for the historic designation that the building was flooded in 2006 during a surge storm event in the District. Designed by the Office of the Municipal Architects under Nathan C. Wyeth, the Recorder of Deeds building was constructed between 1941 and 1943 (reference relevant attachments in Section J).

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B.4 Project Budget and Funding Limitations

The Owner will issue the Design-Build contract with a NTE Project Cost of ***Thirty Six Million dollars (\$36 million)*** to complete **Base 1 – Core and Shell Design** and **Base 2 – Core and Shell Construction** work. The NTE Project Cost includes all costs incurred by the Design-Builder (to include project design costs, management costs, labor costs, materials costs, equipment costs, contingencies, bonds, insurances, etc.) to deliver the building Core & Shell per the performance requirements identified in the BCD Package.

The Owner will exercise options of the Design-Build contract conforming to a total NTE Project Cost of ***Five Million Dollars (\$5 Million)*** to complete all options considered in this RFP. The NTE Project Cost includes all costs incurred by the Design-Builder (to include project design costs, management costs, labor costs, materials costs, equipment costs, contingencies, bonds, insurances, etc.) to deliver the Project in its entirety and ready for occupancy.

In no event shall Design-Builder be entitled to receive more than the NTE Project Cost for delivery of the Project unless changes to the scope are authorized in advance via a Contract Modification by the Contracting Officer.

Project Funding for the contract options is contingent upon appropriation by the Federal Government. For planning purposes, the table below demonstrates the earliest dates that each option will be exercised or awarded:

	Earliest Award Date
Option 1 – Interior Pre-Design	January 1, 2025
Option 2 – Interior Design	March 1, 2025
Option 3a – Interior Construction and Finishes	April 30, 2026

CO

B.5 Period of Performance (POP)

The Design-Builder shall assume duration of ten (10) months for Core and Shell design (from Base 1 – Core and Shell design NTP to Owner acceptance of the IFC design submission). Should the Design-Builder anticipate a longer design duration or wish to deliver the Corrected Final Design (100%/IFC) earlier, the Design-Builder shall identify the anticipated delivery date in their Proposal for the Owner’s review and consideration.

The Design-Builder shall assume a duration of fourteen (14) months for Core and Shell construction (from issuance of a Base 2 – Core and Shell Construction NTP to Substantial Completion). Substantial Completion for Base 2 – Core and Shell construction shall occur no later than September 18, 2026 with Final or Contract Completion occurring ninety (90) calendar days later, unless directed otherwise by the contracting officer. Should the Design-Builder anticipate a longer construction duration or wish to substantially complete core and shell construction earlier than the date indicated, the Design-Builder shall identify the anticipated substantial completion date in their Proposal for the Owner’s review and consideration.

The Design-Builder shall adjust interim durations not specified above as necessary for cost efficiency and work efficiency in support of meeting the durations cited above. The Design-Builder shall determine the schedule for all additional design and construction milestones in support of meeting substantial completion as indicated.

Upon Owner acceptance of the Preliminary Design (65%) submission, the Owner anticipates issuing the NTP for Base 2 – Core and Shell Construction.

B.6 Project Delivery Milestones

Milestone Deliverables/Submittals	Calendar Days After NTP
Submit Design Quality Control (DQC) Plan	14
Submit Design Submission Schedule	14
Submit Initial Submittal Register	21
Conduct Existing Site Survey	21
Conduct Initial Design Meeting	14
Submit Schematic Design Set (35%), Core and Shell	Per Design Submission Sch
Submit Design Development Set (65%), Core and Shell	Per Design Submission Sch
Submit Construction Set (95%), Core and Shell	Per Design Submission Sch
Submit Corrected Final Design (100%/IFC)	NLT June 13 th , 2025

C SCOPE OF WORK

C.1 Base Contract Scope Overview

The Design-Builder's price for the base contract, shall include all work required to deliver the Core and Shell according to the performance requirements identified in the BCD Package, and shall be inclusive of, but not limited to the following:

- Procurement and execution of all pre-design and design phase services.
- procurement of all construction materials and equipment required for the Project,
- the performance of construction services required during the construction phase to successfully deliver the Core & Shell no later than the Substantial Completion date identified in this RFP.

The Design-Builder's duties shall encompass, but shall not be restricted to, the following:

- Ensuring that the design and construction of the Project meet the requirements as specified in the BCD Package and all solicitation contents, to include all attachments.
- Delivering comprehensive design, construction, and corresponding management services to fulfill the Project purpose. This includes, but is not limited to, civil, architectural, electrical, structural, and mechanical design services as necessary, along with construction management services covering budgeting, value engineering, scheduling, Project phasing, administration, management, and subcontractor coordination. Design scope also entails providing full design and specifications.
- Procuring and supplying all materials, management, personnel, equipment, hazardous material abatement, supervision, labor, and other services essential for Project completion.
- Providing requisite design, consultants, and documentation for obtaining all necessary permitting, zoning, historic preservation, regulatory agency and Owner acceptance and/or approval.

Furthermore, the Design-Builder is obligated to furnish any pre-construction services essential for delivery of the Project. These services encompass, but are not limited to, scheduling, estimating, generating shop drawings, arranging for the procurement of long-lead materials, conducting condition assessments, required testing, and monitoring historic assets.

Please see the attached Division 01 Specification for additional information corresponding to the scope of work to be executed during the design and construction phases of the Project.

C.1.1 Construction Management Plan

The Design-Builder shall submit an updated Construction Management Plan with each design submission, beginning with the Core and Shell Concept Design (35%) Submission. The plan shall include all items as detailed in the Division 01.

C.1.2 Licensing and Registration

The Design-Builder, along with all subcontractors and sub-consultants (irrespective of tier), must adhere to all relevant licensing, accreditation, and registration requirements and standards at the District of Columbia,

state, and federal levels necessary for fulfilling the terms of the Agreement. Specifically, all drawings must be signed and sealed by a licensed professional architect or engineer in the District of Columbia.

C13 Project Sustainability Requirements

The Project must be designed to incorporate, at a minimum, LEED Silver principles and achieve the corresponding building certification by substantial completion of construction for the Project.

C14 Acceleration of Work

The Design-Builder shall sequence design and construction with the intent to and purpose of delivering the Project by the delivery date(s) indicated in this RFP. Owner may consider acceleration of construction via approval of early-work packages to expedite delivery of the Project. Before or with each design submission, Design-Builder shall provide a list of recommended early-work packages (if any) accompanied with (1) a corresponding Design Submission Schedule identifying additional design submission(s) proposed, (2) a corresponding cost estimate indicating that early-work packages can be completed within specified NTE Project Cost, and (3) a scope of work narrative detailing work that the Design-Builder will complete as part of early-work package. The Owner retains sole discretion to authorize an early start on construction activities. Reference Division 01 – General Requirements for more detail regarding acceleration of work.

C15 Timeliness

The Design-Builder shall allocate the required personnel and resources to ensure timely and proficient completion of the Project no later than the specified Substantial Completion date. Moreover, the Owner encourages an innovative and efficient approach to effectively deliver the Project.

C.2 Base 1 – Core and Shell Design

Upon issuance of the design NTP, the Design-Builder shall exert every effort to submit all deliverables necessary utilizing the highest standard of care for projects of this size and complexity. Throughout the design process the Design-Builder shall collaborate with the Owner and relevant stakeholders to ensure compliance with the contract requirements. Below is an overview of core and shell design deliverables. Refer to the Division – 01 for a detailed listing of minimum required documentation for each design submission:

- Thoroughly review the BCD Package and all contract documentation prior to bid submission and demonstrate a complete understanding of Project requirements, especially core and shell requirements, prior to Owner’s issuance of core and shell design NTP.
- Provide soft and hard copies of the complete set of the Core & Shell Concept Design (35%) Submission.
- Provide soft and hard copies of the complete set of the Core & Shell Preliminary Design (65%) Submission
- Provide soft and hard copies of the complete set of the Core & Shell Final Design (95%) Submission.

- Provide soft and hard copies of the complete set of the Core & Shell Issue for Construction (IFC) (100%) Submission.
- Obtain all necessary building permits to deliver the Project.

Additional, unlisted tasks may be necessary during the execution of work. The Design-Builder shall review all contract documents and provide consideration, for both schedule and time, to ensure that any task not specifically listed in the contract documents is included in the proposal.

Throughout all Project phases, the Design-Builder shall schedule and attend regular meetings with the Owner and other stakeholders. Subsequent to issuance of the NTP, the Design-Builder shall exert commercially reasonable efforts to ensure:

- The core and shell design evolves in alignment with the NTE Project Cost and programmatic requirements verified during development of the Concept Design (35%) Submission.
- Proper coordination of design work.
- Timely production of the required design deliverables, per the Design-Builder's approved Design Submission Schedule.

C21 Existing Site Survey

Within twenty-one (21) days of the issuance of the core and shell design NTP, the Design-Builder is required to conduct their own comprehensive survey to verify all information provided within the BCD Package and provide a report per the Division – 01. The intent is for the Design-Builder to become immediately familiar with the Project site and building condition in order to validate the Project requirements, proactively address any inconsistencies in the information provided by the Owner, and identify potential risks prior to the first design submission.

C22 Core and Shell Concept Design (35%) Submission

Though a bridging core and shell 35% Concept Design is provided as part of the BCD Package, the Design-Builder shall develop and present their own core and shell 35% Concept Design submission for the Project to demonstrate their understanding of the Project requirements. The Design-Builder's submission shall (1) explicitly list deviations from the Owner-provided BCD Package documents and core and shell 35% Concept Design, (2) provide justification for listed deviations, and (3) provide a narrative to support the associated cost implications that will appear in the 35% Concept Design cost estimate. The Owner reserves the right to reject the design submission for failure to meet requirements or any other reason that Owner deems as a justification for rejection.

The submission shall include, at a minimum, all items listed in the Division 01. The Design-Builder shall provide any additional items they deem essential to meet the contract requirements or otherwise benefit the Owner. In addition, it is the Owner's expectation that the Design-Builder identify any opportunities for cost savings or efficiencies immediately upon discovery.

C.2.2.1 Core and Shell Concept Design (35%) Cost Estimate

The Design-Builder shall provide a comprehensive cost estimate of the proposed design as part of the design submission package, per the Division 01. For building systems such as roofs, doors, HVAC, security, and IT, the estimate shall be itemized on a system basis, identifying key building systems or functions and allocating an estimated cost for each. The primary objective of the cost estimate is to verify that the design conforms to the NTE Project Cost.

The Owner will not conduct design reviews prior to receipt of the cost estimate verifying that the design submitted conforms to the NTE Project Cost. The Design-Builder's Design Submission Schedule shall reflect Owner design review periods for each design submission beginning upon receipt of the complete submission, including the cost estimates.

To the extent the cost estimate shows an overrun from the NTE Project Cost, the Design-Builder shall submit Value Engineering suggestions and conduct Value Engineering sessions to return the Project to the NTE Project Cost. Only the Owner 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 will not change.

C23 Core and Shell Preliminary Design (65%) Submission (Design Development)

The Design-Builder is responsible for producing a 65% Preliminary Design that represents a logical progression from the accepted 35% Concept Design and aligns with the Design-Builder's Design Submission and Project schedules and the contract requirements. These documents must adhere to the level of detail expected in industry best practices for Design Development Documents. The Design-Builder shall finalize the 65% Preliminary Design resolving any concerns or comments raised by the Owner during the 35% Concept Design review.

Per the Division 01, the Design-Builder's submission shall (1) explicitly list deviations from the Owner-accepted core and shell Concept Design (35%) submission, (2) provide justification for listed deviations, and (3) provide a narrative to support the associated cost implications that will appear in the 65% Preliminary Design cost estimate.

The submission shall include, at a minimum, all items listed in the Division 01. The Design-Builder shall provide any additional items they deem essential to meet the contract requirements or otherwise benefit the Owner. In addition, it is the Owner's expectation that the Design-Builder identify any opportunities for cost savings or efficiencies immediately upon discovery.

The Owner reserves the right to reject the submission for failure to meet requirements or any other reason that Owner deems as a justification for rejection.

Consistent with or in addition items listed in the Division 01, the submission package shall include, but is not limited to, the following:

- Site plans encompassing paving layouts, traffic circulation, lighting, signage, and utilities (detailed and dimensioned plans, wall sections, building sections, and schedules)
- Floor plans detailing Structural, Civil, Architectural, MEP (Mechanical, Electrical, Plumbing), Fire Protection, and landscaping aspects
- Comprehensive code compliance analysis and drawings
- Updated LEED scorecard
- Coordination of final utility plans as necessary
- Interior elevations, including casework and millwork elevations
- Documentation of stormwater management strategies (as needed)
- Value Engineering Analysis and Detailed Recommendations for project savings (as needed)
- A Draft Maintenance and Operations Plan
- Incorporation of all Owner Concept Design comments

C.2.3.1 Core and Shell Preliminary Design (65%) Cost Estimate (Design Development Estimate)

Per the Division 01, the Design-Builder shall provide a comprehensive cost estimate of the 65% Preliminary Design as part of the design submission package. The primary objective of the cost estimate is to verify that the design conforms to the NTE Project Cost.

The Owner will not conduct a review of any contents of the 65% Preliminary Design submission prior to receipt of the cost estimate verifying that the design submitted conforms to the NTE Project Cost. The Design-Builder's Design Submission Schedule shall reflect the Owner's design review period for the Preliminary Design (65%) submission beginning upon receipt of the complete submission, including the cost estimate.

To the extent the cost estimate shows an overrun from the NTE Project Cost, the Design-Builder shall submit Value Engineering suggestions and conduct Value Engineering sessions with the Owner to return the Project to the NTE Project Cost. Only the Owner 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 will not change.

C24 Core and Shell Final Design (95%) Submission (Construction Documents)

The Design-Builder shall finalize the construction documents resolving all outstanding or open comments from all previous submissions. The Design-Builder shall demonstrate resolution of all unresolved or open comments prior to Owner acceptance of the submission, as the subsequent submission shall contain only minor or administrative corrections of the 95% Final Design Submission.

The Owner reserves the right to reject the submission for failure to meet requirements or any other reason that Owner deems as a justification for rejection. Upon initial inspection of the submission, should it be discovered that the Design-Builder has failed to resolve all open comments prior to the submission, the Owner will immediately reject the submission without exception.

Per the Division – 01, the Design-Builder’s submission shall (1) explicitly list deviations from the Owner-accepted core and shell Preliminary Design (65%) submission, (2) provide justification for listed deviations, and (3) provide a narrative to support the associated cost implications that will appear in the 95% Preliminary Design cost estimate.

The submission shall include, at a minimum, all items listed in the Division – 01. The Design-Builder shall provide any additional items they deem essential to meet the contract requirements or otherwise benefit the Owner. In addition, it is the Owner’s expectation that the Design-Builder identify any opportunities for cost savings or efficiencies immediately upon discovery.

C.2.4.1 Core and Shell Final Design (95%) Cost Estimate (Construction Cost Estimate)

Per the Division 01, the Design-Builder shall provide a comprehensive cost estimate of the 95% Final Design as part of the design submission package. The primary objective of the cost estimate is to verify that the design conforms to the NTE Project Cost.

The Owner will not conduct a review of any contents of the 95% Final Design submission prior to receipt of the cost estimate verifying that the design submitted conforms to the NTE Project Cost. The Design-Builder’s Design Submission Schedule shall reflect the Owner’s design review period for the 95% Final Design submission beginning upon receipt of the complete submission, including the cost estimate.

C25 Core and Shell Issued for Construction (IFC) 100% Submission (Construction Documents)

The Design-Builder shall submit the IFC submission with the intent to obtain all outstanding permits required to complete construction of the core and shell as represented in the IFC document. Corrections made from the 95% design submission shall be minimal, as upon acceptance by the Owner, the Design-Builder will have resolved all open comments.

C26 Permits and Approvals from Authorities Having Jurisdiction (AHJs)

The Design-Builder shall prepare, submit, remit payment for, and obtain all 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. The Design-Builder 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. Design-Builder may engage permit expeditors as the Design-Builder deems necessary or appropriate to meet the Project schedule at no additional expense to Owner. The Design-Builder shall provide reasonable assistance to Owner to obtain Government approvals, permits, and licenses that are deemed Owner’s responsibility.

C27 Entitlements

During the design and pre-construction phase, the Design-Builder is responsible for preparing the necessary materials and delivering presentations to acquire the required entitlement approvals. These approvals may need to be obtained from various entities, including but not limited to:

- The Office of Zoning,
- The Office of Planning (OP),
- The Commission of Fine Arts (CFA).
- State Historic Preservation Office (SHPO)

C.3 Base 2 – Core and Shell Construction

In accordance with the approved plans and specifications developed during the Base 1 – Core and Shell Design phase, the Design-Builder shall construct the Project. Throughout the construction phase, the Design-Builder shall ensure that the Work is executed in alignment with the construction documents and the Project schedule, approved by the Owner. This entails providing all essential labor, materials, insurance, bonds, and equipment needed to fully realize the Project as outlined in the drawings, specifications, schedule, and NTE Project Cost. Additionally, the Design-Builder is responsible for obtaining all required permits, paying for utility connections, and covering associated fees.

During the design and pre-construction phases, the DC Court's expects that the Design-Builder will perform the activities below, at a minimum:

- Collaborate with its Architect and any design consultants to advance the Project's design, in consultation with the Owner
- Solicit bids from trade subcontractors for the work outlined in the Design Development Documents and provide bid tabulations to the Owner.
- Conduct Value Engineering and scoping exercises and meetings with the Owner to ensure the design conforms to the NTE Project Cost at all times.
- Conduct pre-construction activities, to include identification of all long-lead items.

During the construction phase, the Design-Builder shall perform work in accordance with the Division 01 and all other contract requirements, to include but not limited to the following tasks:

- Oversee all aspects of Project construction.
- Coordinate and lead weekly progress meetings, including site visits by Owner staff and design consultants, and provide monthly field reports.
- Provide completed Quality Control checklists to ensure Project implementation.
- Review and process submissions of shop drawings, Requests for Information (RFIs), and similar documentation.
- Document meeting notes and record decisions/changes made.
- Conduct pre-closeout inspections.
- Review closeout documents for completeness, including As-Built Drawings based on Design-Builder's red line drawings and/or coordinated sets developed during subcontractor coordination. As-Built Drawings shall be provided to the Owner in hard copy, PDF, CAD (or native file format), and BIM formats.

C3.1 Hazardous Material Requirements

All activities involving contact with hazardous materials, including handling, disturbing, dismantling structures containing such materials, and their transportation and disposal, must adhere to the applicable regulations outlined in 29 CFR 1910/1926 and 40 CFR 761/260-271.

C.3.1.1 Hazardous Material (HAZMAT) Abatement Plan

The Design-Builder shall engage a qualified Industrial Hygiene firm to inspect, sample, and test all areas of the Project site and building to develop a HAZMAT Abatement Plan for submission and acceptance prior to the start of HAZMAT abatement work and demolition. "Qualified" refers to using personnel who are U.S. Environmental Protection Agency (EPA) accredited AHERA Inspectors/Management Planners or Project Designers. Reference attachment (in Section J) of the most recent assessment completed in 2023.

The Design-Builder shall determine the extent of surveying or assessment required to abate all existing HAZMAT at the Project site. The Design-Builder shall coordinate with the Owner to schedule and conduct all required survey(s) and/or assessment(s) necessary to comply with all relevant and current HAZMAT codes and regulations. Though the Design-Builder shall determine the extents of assessment, sampling, testing, etc. required for abatement, it is the Owner's expectation that the Design-Builder conduct the following activities, at a minimum:

1. Search through any existing documentation
2. A walk-through inspection
3. Sampling of any possible asbestos containing materials (ACM) and lead based paint (LBP) not identified in existing documentation. Sampling of ACM shall conform to the requirements found in 40 CFR 763.85.
4. Provide sampling, testing and reporting for ACM and LBP that will be disturbed as a result of the project. If material suspected to be ACMs or LBPs are encountered, the material shall be sampled for bulk asbestos and/or lead paint chips.
5. Adequately test and characterize the LBP waste by the toxicity characteristics leaching procedure (TCLP) – Lead
6. Provide sampling, testing and reporting for caulking, waterproofing materials, and waste generated for PCB content in accordance with 40 CFR 761
7. Consider all unmarked lamp capacitors and ballasts to contain PCBs
8. Perform a comprehensive assessment, including the count and location of mercury-containing devices such as switches, thermostats, and gauges
9. Perform a comprehensive assessment, including the count and location of observed universal waste (e.g. fluorescent lamps, batteries, etc.) and/or hazardous waste
10. Perform a comprehensive assessment, including the number of exit signs that may require special disposal

C.3.1.2 Asbestos Containing Materials (ACMs)

The Design-Builder shall survey the project area for Asbestos Containing Materials (ACMs) for inclusion in the HAZMAT Abatement Plan for submission and acceptance prior to the start of HAZMAT abatement work and demolition. It is anticipated that ACMs will be encountered during work activities.

All thermal systems insulation (e.g., boiler insulation, duct insulation, pipe insulation), surfacing materials (e.g., plaster, sprayed-on fireproofing), and miscellaneous materials (e.g., asphalt flooring, ceiling tiles, adhesives, mastics, drywall, roofing, gaskets, cement board) installed no later than 1980 must be considered asbestos-containing unless proven otherwise in accordance with 29 CFR 1926.1101.

Work involving the disturbance, dismantling, or demolition of asbestos-containing materials or structures containing asbestos, as well as the removal and disposal of asbestos, shall comply with the requirements of 40 CFR Part 61, Subparts A and M; 29 CFR 1910.1001 (where applicable).

C.3.1.3 Lead Based Paint (LBP)

The Design-Builder shall conduct a survey of the project area for Lead-Based Paint (LBP) for inclusion in the HAZMAT Abatement Plan for submission and acceptance prior to the start of HAZMAT abatement work and demolition. It is anticipated that LBP will be encountered during work activities.

All finished/painted surfaces of buildings constructed before 1978 shall be assumed to have been finished with lead-based paint unless proven otherwise. The Design-Builder shall ensure the protection of employees and the building by minimizing dust creation during patching/repairing/prepping existing surfaces for new paint. Dry sanding is strictly prohibited.

Work involving the disturbance, dismantling, or demolition of lead-based paint must comply with 29 CFR 1926.62.

C.3.1.4 Polychlorinated Biphenyl (PCBs)

For any caulking and/or waterproofing removal endeavors in buildings built before 1979, presume PCB contamination exceeding 50 ppm. Although testing waste materials isn't obligatory, if no testing occurs, the waste shall be categorized by EPA standards as "PCB Bulk Waste". The Design-Builder's Industrial Hygiene Consultant can elect to examine caulking, waterproofing materials, and resulting waste for PCB content as outlined in 40 CFR 761. If the materials reveal PCB levels below 50 ppm, they may be disposed of as typical construction debris.

The Design-Builder is responsible for surveying the project area for PCBs for inclusion in the HAZMAT Abatement Plan for submission and acceptance prior to the start of HAZMAT abatement work and demolition. Fluorescent and high-intensity discharge lamps shall be handled as Universal Waste and forwarded to a recycler, or as Hazardous Waste if recycling isn't pursued. Furthermore, broken or crushed lamps must be treated as hazardous waste unless local regulations state otherwise.

C.3.1.5 Potential Mercury Containing Equipment (MCEs)

The Design-Builder shall survey the project area for mercury containing devices for inclusion in the HAZMAT Abatement Plan for submission and acceptance prior to the start of HAZMAT abatement work and demolition. It is anticipated that mercury will be encountered during work activities.

C32 Site Safety Plan

Per the Division 01, before commencing any onsite activities, especially construction activities, the Design-Builder shall develop a safety plan that adheres to OSHA 29 CFR 1926 regulations. The Site Safety Plan shall outline safety measures, including proposed separation, fences, barriers, and site security details. The Design-Builder shall submit the Site Safety Plan to the Owner for review and acceptance before any work begins onsite. The Design-Builder shall adhere to the accepted Site Safety Plan for the duration of work onsite.

The Design-Builder shall revise the Site Safety Plan as deemed necessary by the Design-Builder and as requested by the Owner. However, any costs associated with the revision and compliance with the plan shall not result in an increase in the NTE Project Cost. The Owner acceptance of the Site Safety Plan does not exempt the Design-Builder from their responsibility to ensure the site remains safe at all times.

Commencement of the construction phase is contingent upon Owner's acceptance of the Site Safety Plan, therefore the Design-Builder shall plan the duration for Owner review and acceptance. Project delays due to the Design-Builder's failure to plan and schedule review and acceptance activities will not be considered excusable Project delays.

The Design-Builder shall accept sole responsibility for site security and shall deploy an adequate number of watchmen or security infrastructure to safeguard the Project site from unauthorized access. Expenses for site security, including watchmen and onsite security devices, etc. shall be included in the Design-Builder's proposal and considered within the NTE Project Cost.

C33 Construction Quality Control Plan

As outlined in the Division 01, the Design-Builder shall submit, for Owner review and acceptance, a Construction Quality Control Plan for the Project within ten (10) days after receiving construction NTP.

The Design-Builder bears full responsibility for executing, managing, controlling, and documenting all work to ensure compliance with the Base 1 – Core and Shell Design documents. This encompasses providing comprehensive quality control services throughout all project stages.

The Quality Control Plan submitted by the Design-Builder must address all contract-related activities and their implementation procedures. This includes ensuring safety measures, regulatory permit and code compliance, management of submittals, processing and incorporation of change documents, reporting, and all other functions essential for achieving the highest levels of quality throughout the design and construction processes.

The Quality Control Plan shall be tailored to the specific products and construction activities outlined in the design. It must address key elements requiring special attention, such as MEP-Energy systems startup, security systems integration, and coordination of building envelope elements. Additionally, requirements for mockup construction shall be incorporated to establish minimum standards for critical structural and architectural elements, if applicable.

Clear descriptions of quality control measures are essential. Before commencing the construction phase, the Design-Builder shall inform the Owner of the status of corresponding drawings and specification documents, providing metrics to assess their completeness. The Quality Control Plan shall also outline mechanisms for minimizing rework and maintaining construction standards.

Throughout the duration of construction, the Design-Builder shall conduct regular quality control inspections and generate corresponding reports. These reports shall be electronically submitted to the Owner on a monthly basis. The Design-Builder must incorporate a quality control section into progress meetings to address outstanding deficiencies, ongoing testing and inspections, and upcoming work. The monthly Quality Control Report shall offer a detailed summary of the strategies being employed to ensure quality construction and workmanship. It shall specifically address any issues raised during the month and outline the steps being taken to resolve them.

As further detailed in the Division 01, the monthly Quality Control report submitted to the Owner must include, at a minimum, the following components, all of which must be regularly updated and included with each monthly submission to the Owner.

- A detailed written account of Quality Control activities conducted during the month, supported by embedded, cross-referenced photos.
- Updates and analysis of the Critical Path Method (CPM) schedule, reflecting the status of critical submittals impacting work progress. This shall be further elaborated within the descriptive work narrative accompanying the CPM baseline schedule and subsequent regular updates submitted to the Owner.
- Deficiency tracking log, documenting all identified deficiencies and their status.
- Log of tests and inspections conducted during the month, as well as cumulative records for the entire Project.

The Owner retains the authority to instruct the Design-Builder to amend the Quality Control Plan should it be deemed necessary to deliver the Project.

C34 Project Close-out

C.3.4.1 Punch List

Before reaching the Substantial Completion Date, the Design-Builder shall create a punch list. Subsequently, the Design-Builder, alongside Owner representatives, shall inspect the Work to identify any additional items requiring attention. The punch list will be updated accordingly. Per the Division 01, the Design-Builder must address all punch list items within ninety (90) days of achieving Substantial Completion.

C.3.4.2 Training

Per the Division 01, the Design-Builder is responsible for conducting training sessions for Owner staff on relevant building systems. They must schedule these sessions and make reasonable efforts to complete all training before the Final Completion Date. Additionally, all training sessions must be electronically recorded and provided to the Owner for future reference.

C.3.4.3 Operation and Maintenance Manuals

Two (2) months prior to requesting Substantial Completion, the Design-Builder shall compile and submit the following documents:

- Complete set of product manuals (O&M or Operation and Maintenance Manuals), training videos, warranties, etc.,
- Attic stock Schedule
- Equipment schedule.
- All applicable inspection certificates/permits (boiler, elevator, emergency evacuation plans, health inspection, etc.)

Additionally, within thirty (30) days following Substantial Completion, the Design-Builder shall prepare and submit the following, and all other items identified in the Division 01:

- Complete set of Project files.
- Set of record drawings, including BIM model(s), if applicable.

C35 Deliverables List

Deliverables shall encompass, but not be restricted to, the following:

- Minutes of Progress Meetings.
- Updates to Project Schedule.
- Progress Reports for the Project.
- Report on Cost Variances.
- Project Safety Plan.
- Insurance Certificates for Hazardous Material Abatement Subcontractors (if applicable)
- Records for Hazardous Material Abatement (if applicable)
- Closeout documents (Product Manuals, Warranties, etc.).
- Quality Control Plan.
- Inspection Reports for Quality Control.
- Corrective Action Plan (if applicable)
- Invoices and Acceptable Applications for Payment with Release of Liens and Claims.
- Insurance Certificates.
- Performance and Payment Bonds.

- Certificate of Substantial Completion, executed by the Design Builder and submitted to the Owner for review, concurrence, and approval.
- Other documents as may be required by the Contracting Officer from time to time.
- Complete set of the Design-Builder's Project files.
- Full set of product manuals (O&M), training videos, warranties, etc.
- As-built record drawings.
- Attic stock schedule.
- Equipment schedule.
- All applicable inspection certificates/permits (boiler, elevator, emergency evacuation plans, health inspection, etc.).

C3.6 Scope by Owner

The Owner intends for the Design-Builder to offer a comprehensive solution for executing the Project. The Design-Builder is expected to progress the Project, understanding that the scope and services listed below are excluded from the scope of the Design-Builder

- Third Party Commissioning Services Costs
- Furniture Costs shown as Government Supplied and Government Installed
- See Government Furnished and/or Government Installed (GFGI) Equipment section for additional information
- Other items, as the Design Builder shall identify in the GFGI/GFCI/CFCI Furniture and Equipment schedule of each design submission.

C.4 Contract Options Overview

The Owner intends to exercise all options for the Design-Builder to deliver the Project in its entirety and ready for Owner occupancy. As the Owner receives sufficient funding to complete each option, the option shall be exercised, and in the order they appear below. Though contingent upon sufficient funding, the Owner intends to exercise all options at a time that will enable the Design-Builder to remain mobilized and continue construction work without lag time between the base contract construction work and the Option construction work.

C.5 Option 1. Interior Construction and Interior Finishes (Pre-design Services)

This option is meant to be exercised at a time that (1) will allow for the completion of Option 1 and Option 2 work in time to begin construction (Option 3) without lag time between construction of the core and shell; (2) will allow for the completion of work without impacting the ability of the Design-Builder to deliver the core and shell by the required Substantial Completion date.

Contract Option 1 includes all pre-design services required to deliver a complete set of construction documents that conforms to the NTE Project Cost identified for the options. Pre-design services required include, but are not limited to, requirement gathering and validation, programming, and space planning.

The Design-Builder shall coordinate with the Owner and the District to complete all pre-design activities and shall facilitate reviews and acceptance of pre-design documents by the Owner and the District.

At a minimum, the following activities and deliverables are required:

- Design Submission Schedule to include Option 1 deliverables (Design-Builder may combine with base contract Design Submission Schedule if desired)
- Develop a List of Internal and External Stakeholders to be housed in the Recorder of Deeds building (Owner and non-Owner stakeholders)
- Develop a Program of Requirements (POR) for the Recorder of Deeds building (excluding core and shell)
- Develop Basis of Design (BOD) & Block & Stack Diagrams
- Develop Test Fits
- Develop Design Intent Document (DID) corresponding to POR and in support of end-user sign-offs 1 and 2

C51 Develop a List of Internal and External Stakeholders (Stakeholder Register)

The Design-Builder shall plan, schedule, and lead meetings and discussions with Owner required to develop a draft register of internal and external stakeholders for the Project prior to beginning any pre-design services work. Design-Builder shall provide a Stakeholder Register template that will be utilized to Owner prior to scheduling stakeholder-related meetings or interviews. As the Design-Builder progresses through Option 1 work and conducts interviews, etc., the Design-Builder shall update the Stakeholder Register as necessary for the delivery of a comprehensive Project Stakeholder Register at the conclusion of Option 1 work. The intent of the Design-Builder developing a comprehensive register of internal and external stakeholders for the Project during the pre-design phase of the Project is to ensure the following:

- The Design-Builder has a comprehensive understanding of all stakeholders who should be engaged in the process of developing the Program of Requirements (POR) prior to the start of work
- All stakeholders are identified and involved from the very start of the Project, reducing the risk of oversight, errors, and changes that may negatively impact scope, schedule, budget, and overall project success.
- Role, responsibility, and decision-making authority of each stakeholder is identified.
- Expectations of stakeholders on specified aspects of the Project are identified.

C52 End Users

End User is defined as personnel planned to occupy or use the building upon delivery. While all end users have not yet been determined, the following is known:

- An undetermined number of Courts personnel will occupy the building permanently or on a part-time basis to coordinate or oversee functions or other End User operations planned to occur in the building.
- An undetermined number of personnel specified by DGS will occupy the building, per the Occupancy Agreement

- An undetermined number of Owner partner organizations in the District will either permanently occupy or use space in the building to support programmed functions.

The Design-Builder shall lead the effort to include all End Users in the Stakeholder Register, identifying all designated internal and external Stakeholders and End Users.

C53 Stakeholder/End-User Questionnaire

The Design-Builder shall develop a questionnaire, survey, or other means of requesting information from stakeholders required to develop the POR and gather requirements. At a minimum, the questionnaire shall address the following:

- Confirmation of End User's organizational chart
- Confirmation of agency relationship with the Owner and any specific division
- Clarification of distinction(s) among employees, contractor personnel, interns, etc. as relevant to determining space types, requirements, and allocations
- Confirmation of public interface requirements
- Determination of personnel growth projections. The Design-Builder shall confirm whether their design should account for future growth during the internal stakeholder interviews with Owner leadership.
- Determination of approval authority for design deliverables
- Security requirements
- IT/AV/Communications requirements

The Design-Builder shall submit a draft questionnaire to the Owner for review and acceptance prior to distribution to Stakeholders or End Users. After review and acceptance of a final version, the Design-Builder shall distribute the accepted questionnaire and the existing POR information to the stakeholders/End Users prior to scheduling and conducting interviews. The Design-Builder shall include the Owner on all correspondence related to stakeholder questionnaires.

C54 Stakeholder/End-User Interviews

The Design-Builder shall conduct interviews with stakeholders/End Users as necessary to gather all requirements essential to develop a comprehensive POR for the Project. The Design-Builder shall include Owner on all meeting invitations and correspondence related to Stakeholder/End User interviews. The Owner will provide direction regarding the process for contacting and interviewing internal and external Stakeholders/End Users.

C55 Program of Requirements (POR) Development

The Design-Builder shall plan, schedule, and lead meetings to develop a program of requirements (POR) for the Project in its entirety. The Owner has conducted limited programming efforts to date; the Design-Builder will need to gather extensive information from the stakeholders listed below. The Design-Builder shall not proceed with End User interviews and POR development until the Owner has accepted the

Stakeholder Register (to include all End Users). At a minimum, the Design-Builder shall gather and document the following requirements from relevant stakeholders for inclusion in the POR:

- End User operational and functional requirements
- Adjacency relationships and efficiencies among End Users
- Floor to floor operational and functional requirements
- Critical part(s) of End User operations and primary mission to determine mission critical space priorities
- Building systems requirements
- IT/AV/Communications requirements
- Security requirements
- Historical Preservation requirements
- Sustainability requirements

Should the Design-Builder deem it necessary to visit location(s) that the End User(s) currently occupy to verify functional and space requirements, the Owner will facilitate site visits.

The Design-Builder shall submit both the Stakeholder Register and the POR to the Owner for review and approval at the conclusion of developing the POR document.

C56 Space Allocation Strategy

Subsequent to the review and approval of the Stakeholder Register and POR documents, Design-Builder shall develop a space allocation strategy based on the Record of Deeds POR. Design-Builder shall lead and facilitate space allocation strategy discussions until an accepted strategy is achieved. The accepted space allocation strategy shall inform the square footages utilized to develop block & stack diagrams and test fits.

C.5.6.1 Block and Stack Diagrams

The Design-Builder shall develop block and stack diagrams sufficient to illustrate whole building occupancy at the completion of the Project. Should the Design-Builder determine that there is more than one possible blocking and stacking option then a minimum of two (2) options shall be provided for consideration. The Design-Builder shall submit and present draft Block & Stack diagram(s) to all relevant Stakeholders upon completion, and prior to Stakeholder review. The Design-Builder shall ensure that all necessary adjacencies are considered and submit a succinct supporting initial Basis of Design (BOD) narrative with the Block & Stack diagram(s). Design-Builder shall present the POR and corresponding block and stack diagrams to end-users.

C57 Test Fits

Upon the Owners' acceptance of a final Block & Stack diagram, the Design-Builder shall develop a Test Fit for each End User identified. The test fits shall be developed to a level sufficient to illustrate the accommodation of the Project POR per the accepted Block & Stack diagram.

Design-Builder shall submit and present Test Fits to all relevant Stakeholders/End users upon completion, and prior to review. Design-Builder shall submit a revised succinct BOD narrative supporting both the accepted Block & Stack diagram and the Test Fits, sufficient to solicit feedback and develop the first set of Design Intent Drawings (DID)s.

C58 Design Intent Drawings (DIDs)

Once test fits have been accepted by the Owner, the Design-Builder shall complete design intent drawings. These documents play a vital role in conveying the End User's spatial needs for the construction and arrangement of interior spaces, including cabinetry/millwork, furniture placement, and other spatial details.

As a part of developing the DIDs, the Design-Builder shall conduct one (1) End User, DID Kick-Off Meeting per End User. The Design-Builder shall come to the meeting prepared, having incorporated all information gathered and verified prior to the meeting into a test-fit sketch or draft DID. The Design-Builder shall bring at least one (1) full sized test-fit sketch or draft DID for mark up during the meeting. During this meeting, Design-Builder shall educate End Users on the process of design and their input related to the submissions included in the Design Submission Schedule. During the meeting the Design-Builder will verify all End User requirements. Meeting minutes will be captured by both the Design-Builder. At the conclusion of the meeting, Design-Builder shall compile official meeting minutes and scanned redline markups to Owner for concurrence prior to distribution to relevant Stakeholders/End Users and meeting attendees for record.

C59 Design Intent Drawings – Level 1 (DID 1)

The Design-Builder shall submit one (1) set of Design Intent Drawings – Level 1 (DID 1) package per End User. Each package shall include the following:

- DID 1 drawing sheets based on comments received during the DID 1 Kick-Off meetings, to include GFGI/GFCI/CFCI Furniture & Equipment Schedules.
- 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 Design-Builder shall organize the Initial BOD by discipline to describe the systems, components, conditions, and methods chosen to meet the design intent.
- Design Submission Schedule (revised)
- Design Needs List
- Cost Estimate
- Discipline-specific QC checklists (per DQC Plan)

Following the End User Kick-Off meeting, the Design-Builder shall meet with the Owner for an internal review of the DID 1. Design-Builder shall come prepared with a preliminary DID 1 incorporating comments and information gathered at the End User Kick-Off Meeting and the updated POR. At this meeting, the Owner will provide comments for the Design-Builder to incorporate into the DID 2 for submission. Following this meeting, the Design-Builder shall incorporate the Owner comments and generate the DID 2 submission.

C5.10 Design Intent Drawings – Level 2 (DID 2)

Following the Internal DID Review the Design-Builder shall submit the Design Intent Documents - Level 2 (DID 2) to the Owner. The Design-Builder shall submit one (1) DID 2 package per End User. Each package shall include the following and shall be developed for sign-off at the DID Sign-Off Meeting. The Design-Builder shall use the redlined DID 2 signed by each End User to develop the Concept Design (35%) submission:

- All DID1 End User and Owner comments and red lines
- DID 2 drawing sheets
- Final Basis of Design
- Design-Build Performance Requirements (revised)
- Cost Estimate, Class 2 per AACE
- Design Needs List (revised)

Following review of the DID 2 submission, Design-Builder shall conduct one (1) End User Signoff Meeting per End User. The Design-Builder shall bring at least one (1) full-sized DID 2 for presentation, mark-up, and sign-off by the End User and all relevant disciplines (to include security, IT/AV/Communications) at the conclusion of the meeting. During the meeting, Design-Builder shall ensure all requirements have been captured as necessary to proceed to the Interiors Concept Design (35%) submission. Design-Builder shall incorporate red-line markups made at the Sign-Off meeting into the Interiors Concept Design (35%) submission. Meeting minutes will be captured by the Design-Builder. Stakeholder signature shall formalize acceptance by the Owner. The Design-Builder shall propose and manage the process for obtaining acceptance signatures on final DID2s.

C5.11 Option 1 Deliverables List

- Recorder of Deeds Stakeholder Register
- Recorder of Deeds Program of Requirements (POR)
- Basis of Design (BOD) Narrative for Interior Construction and Finishes
- Block and Stack Diagrams
- End-User Test Fits
- Design Intent Documents – Level 1 and Cost Estimate
- Design Intent Documents – Level 2 and Cost Estimate
- Design Intent Documents Sign-Off Document
- Signed DID 2
- Written responses to all Owner Schematic Design comments
- Documentation of all design-related meetings and meeting minutes
-

C.6 Option 2. Interior Construction and Interior Finishes (Design Services)

C6.1 Interiors Concept Design (35%) Submission

Within thirty (30) calendar days from the issuance of the Option 2 NTP, the Design-Builder shall deliver the Interiors Concept Design (35%) Submission. All requirements specified in the Division 01 and section C.2.2 for the core and shell 35% Concept Design Submission shall apply to this submission.

C.6.1.1 Interiors Concept Design (35%) Cost Estimate

All requirements specified in the Division 01 and section C.2.2.1 for the core and shell 35% Concept Design Submission shall apply to this submission.

C.6.2 Interiors Preliminary Design (65%) Submission (Design Development)

All requirements specified in the Division 01 and section C.2.3 for the core and shell 65% Preliminary Design Submission shall apply to this submission.

C.6.2.1 Interiors Preliminary Design (65%) Cost Estimate

All requirements specified in the Division 01 and section C.2.3.1 for the core and shell 35% Concept Design Submission shall apply to this submission.

C.6.3 Interiors Final Design (95%) Submission (Construction Documents)

All requirements specified in section C.2.4 for the core and shell 95% Preliminary Design Submission shall apply to this submission.

C.6.3.1 Interiors Final Design (95%) Cost Estimate

All requirements specified in the Division 01 and section C.2.4.1 for the core and shell 35% Concept Design Submission shall apply to this submission.

C.6.3.2 IFC Design (100%) Submission (Construction Documents)

All requirements specified in the Division 01 and section C.2.5 for the core and shell 100% Preliminary Design Submission shall apply to this submission.

C.7 Option 3. Interior Construction and Interior Finishes (Construction Services)

In accordance with the approved plans and specifications developed during Option 2, the Design-Builder shall commence with construction of the Interiors and Finishes. Throughout the construction phase, the Design-Builder shall ensure that the Work is executed in alignment with the accepted design. This entails providing all essential labor, materials, insurance, bonds, and equipment needed to fully realize the Project as outlined in the drawings, specifications, schedule, and within NTE Project Cost. It is intended that Option 3 will require incorporation into deliverables details in Base 2 – Core and Shell Construction. As such, the Design-Builder shall incorporate this scope into the Base 2 – Core and Shell Construction Schedule, Quality Control Plan, Safety Plan, and other management tools and documentation required to deliver the project.

All requirements specified in the Division 01 and section C.3 for the core and shell construction services shall apply to the Interior and Finishes construction Services.

C.8 Government Furnished and/or Government Installed (GFGI) Equipment

Government furnished, Government installed, and Design-Build 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 Design-Builder's design. The Design-Builder shall develop a complete list of GFGI items in coordination with Owner during design work in Option 2. Design-Builder 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.

C81 Furniture

Design-Builder shall coordinate with the 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.

C82 Security

Security standards are included in the RFP attachments. Security cabling and devices, including Intrusion Detection System (IDS), Access Control System (ACS), and all CCTV equipment for this Project will be GFGI. Design-Builder 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.

C83 IT/AV/Communications

IT/AV/Communication standards are included in the RFP attachments. The IT cabling, electronics and networks/systems for this Project will be GFGI. Design-Builder 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. Design-Builder 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.

D PACKAGING AND MARKING (NOT USED)

E INSPECTION AND ACCEPTANCE (NOT USED)

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F CONTRACT ADMINISTRATION

F.1 Payment/ Invoices

The Owner will make invoice payments under the terms and conditions specified in the contract. The Design-Builder 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 Design-Builder shall be compensated as set forth below.

Effective June 8, 2018 all invoices and payment request shall be submitted electronically through the U.S. Department of the Treasury's **Invoice Processing Platform** (IPP) System using the "Bill to Agency" of Interior Business Center-FMD. The IPP website address is <https://www.ipp.gov>. In addition, it is the vendor's (Design-Builder's) responsibility to be System for Awards Management (SAM) registered and in IPP. The vendor (Design-Builder) must be SAM registered in order to register in IPP. The SAM website address is <https://www.sam.gov>.

After contract and purchase order award, in order to receive payment, the Design-Builder 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.

Payment request means any request for contract financing payment or invoice payment by the Design-Builder. To constitute a proper invoice, at a minimum, the Design-Builder's electronic invoice shall include the following information:

- Name and address of the Design-Builder,
- The purchase order number,
- Invoice date,
- Invoice number,
- Name of the Contracting Officer Technical Representative (COTR),
- COTR email address, and
- Description, quality, unit of measure and extended price of the services or supplies actually rendered.

Once the electronic invoice has been submitted through IPP, no later than 2 business days from the electronic submission, the Design-Builder 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.

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

The invoice form to be reported with the following elements:

TOTAL EXPENDITURES (Document Number: XXX-X-XX-XXXX-XX)					
Line Item	Description	Approved Budget	Amt. Voucher To Date	Amt. Voucher This Period	Balance of Approved Budget
0001	Example 1	\$XXXX.XX	\$XXXX.XX	\$XXXX.XX	\$XXXX.XX
0002	Example 2	\$XXXX.XX	\$XXXX.XX	\$XXXX.XX	\$XXXX.XX
Total			\$XXXX.XX	\$XXXX.XX	\$XXXX.XX

(1) The invoice shall include a certification, signed by an authorized representative of the Design-Builder, 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 Design-Builder 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 Design-Builder 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: _____

F.2 Prompt Payment Act

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

F.3 Tax Exempt

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

F.4 Billing/ Payment Certification

Payment to the Design-Builder for services satisfactorily performed shall be made by the Owner once the Design-Builder's certified invoice has been approved by the **COTR**, or in the case of a dispute, subject to final determination by the Contracting Officer.

Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Contract Documents.

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

Notwithstanding any other payment terms in this contract, the Owner will make invoice payments under the terms and conditions in accordance with the Owner policies. The Owner 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 Design-Builder'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 Design-Builder & 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 Design-Builder at locations other than the site also may be taken into consideration if –
 - i. Consideration is specifically authorized by this contract; and
 - ii. The Design-Builder furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

3. Design-Builder certification. Along with each request for progress payments, the Design-Builder shall furnish the following certification, or payment shall not be made: See “**Payment to Subcontractors and Suppliers Certificate**” form and submit to the Contracting Officer.

Each Application for Payment shall be based on the most recent **approved** cost loaded schedule submitted by the Design-Builder 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 Owner may be required to perform an earned value management analysis;
3. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.
4. The Design-Builder shall thoroughly review their cost-loaded schedule prior to submission to the Owner to ensure the identified costs accurately reflect the true costs of each cost-loaded activity.

In the event Owner 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 Design-Builder will not be allowed to modify these costs at a later date when determining potential contract cost credits.

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.

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 paid and retained at **Ten percent (10.00%)**;
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 Owner has withheld or nullified a Certificate for Payment.

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 Owner 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 Design-Builder, any additional amounts.

F.5 Retainage

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

1. Until the contract completion, the retainage will be held at ten percent **(10.00%)** of the earned value of the work completed to date.
2. Except with the Owner prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site. A Design-Builder request which includes payment for project material stored at a location other than the project site will not be approved until the Design-Builder meets the off-site material storage requirements as indicated by Owner.

F.6 Design-Builder's Certification

Along with each request for progress payments, the Design-Builder shall furnish the following certification, or payment shall not be made: (However, if the Design-Builder 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 Design-Builder 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)

F.7 Refund on Unearned Amounts

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

1. Notify the Contracting Officer of such performance deficiency; and
2. Be obligated to pay the Government 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 Design-Builder notifies the Contracting Officer that the performance deficiency has been corrected; or
 - ii. The date the Design-Builder reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

F.8 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 Government, but this shall not be construed as—

1. Relieving the Design-Builder 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 Government to require the fulfillment of all of the terms of the contract.

F.9 Reimbursement of Bond Premiums

In making these progress payments, the Government shall, upon request, reimburse the Design-Builder for the amount of premiums paid for performance payment and warranty bonds (including coinsurance and reinsurance agreements, when applicable) after the Design-Builder 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.

F.10 Final Payment

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder when:

1. The Design-Builder has fully performed the Contract except for the Design-Builder'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 Owner.
3. Neither final payment nor any remaining retained percentage shall become due until the Design-Builder 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 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.

F.11 Payment to Subcontractors

The Design-Builder must take one of the following actions within seven (7) days of receipt of any amount paid to the Design-Builder by the Owner for work performed by any subcontractor under this contract:

1. Pay the subcontractor for the proportionate share of the total payment received from the Owner that is attributable to the subcontractor for work performed under the contract; or
2. Notify the Owner and the subcontractor, in writing, of the Design-Builder's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

The Design-Builder 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.

Any amount of an interest penalty which remains unpaid by the Design-Builder 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.

A dispute between the Design-Builder 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 Owner is a party. The Owner may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

F.12 Subcontractor Requirements

The Design-Builder 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.

F.13 Audits

At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Design-Builder'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 Design-Builder by the Owner and a discrepancy of overpayment is found, the Owner shall be reimbursed for said overpayment within thirty (30) calendar days after written notification.

F.14 Contracting Officer and Contracting Officer's Technical Representative (COTR)

F.141 Contracting Officer

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

Geoffrey Mack
Contracting Officer
District of Columbia Courts
700 6th Street
Washington, D.C. 20001

F.142 Contracting Officer Technical Representative (COTR)

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

Danielle Reinhold
District of Columbia Courts
700 6th Street
Washington, D.C. 20001

The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Design-Builder'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:

1. Assure that the Design-Builder performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
2. Perform or cause to be performed, inspections necessary in connection with a) above and require the Design-Builder to correct all deficiencies; perform acceptance for the Government.
3. Maintain all liaison and direct communications with the Design-Builder. Written communications with the Design-Builder and documents shall be signed as "Cognizant Technical Officer" with a copy furnished to the Contracting Officer.
4. Issue written interpretations of technical requirements of Government drawings, designs, and specifications.
5. Monitor the Design-Builder's production or performance progress and notify the Design-Builder in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.
6. Obtain necessary permits and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government-furnished property is available when required.
7. 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;
8. Coordinating site entry for Design-Builder personnel, if applicable;
9. Reviewing invoices for completed work and recommending approval by the CO if the Design-Builder's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
10. 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 Owner payment provisions; and

11. Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

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 Design-Builder;
5. Change the period of performance; or
6. Authorize the use of Owner property, except as specified in the contract.

THE RESULTANT DESIGN-BUILDER IS HEREBY FOREWARNED THAT ABSENT THE REQUISITE AUTHORITY OF THE COTR TO MAKE ANY SUCH CHANGES, DESIGN-BUILDER 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 OWNER, TO TAKE ALL CORRECTIVE ACTION NECESSITATED BY REASON OF THE UNAUTHORIZED CHANGES.

F.143 Authorized Representative of the Contracting Officer

The CO is the only person authorized to approve changes in any of the requirements of this contract.

The Design-Builder 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.

In the event the Design-Builder 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.

F.15 Final Project Completion and Final Payment

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 Design-Builder and noted in the final Certificate is due and payable.

Neither final payment nor any remaining retained percentage shall become due until the Design-Builder 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 Design-Builder 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 Design-Builder 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 Design-Builder 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.

If, after Substantial Completion of the Work, final project completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, and the Owner so confirms, the Owner shall, upon application by the Design-Builder 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 Design-Builder 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.

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.

Acceptance of final payment by the Design-Builder, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

G SPECIAL CONTRACT REQUIREMENTS (NOT USED)

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H CONTRACT CLAUSES

H.1 Applicability of Standard Contract Provisions

The Owner 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.

H.2 Confidentiality of Information

The Design-Builder shall keep all information relating to any employee or customer of the District 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.

Any information made available by the Owner 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.

In performance of this Contract, the Design-Builder agrees to assume responsibility for protection of the confidentiality of Owner records and that all work shall be performed under the supervision of the Design-Builder or the Design-Builder's responsible employees.

Each office or employee of the Design-Builder to whom information may be available or disclosed shall be notified in writing by the Design-Builder 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.

No information regarding the Design-Builder's performance of the contract shall be disclosed by the Design-Builder to anyone other than the Owner officials unless written approval is obtained in advance from the Contracting Officer.

H.3 Time

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

H.4 Rights in Data

All data first produced in the performance of any contract resulting from this solicitation process shall be the sole property of the Owner. 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 Owner; but, to the extent any such data may not, by operation of law, be works made for hire, the Design-Builder shall transfer and assign to the Owner the ownership of copyright in works, whether published or unpublished. Further, the Design-Builder agrees to give the Owner 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 Design-Builder agrees not to assert any rights at common law or in equity in such data. The Design-Builder 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 Owner until the Owner may release such data to the public domain. The Owner shall not unreasonably withhold consent to the Offeror's request to publish or reproduce data in professional or public relations trade publications.

The Design-Builder shall pay all royalties and license fees. The Design-Builder 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 Design-Builder has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Design-Builder shall be responsible for such loss unless such information is promptly furnished to the CM and Architect. Design-Builder 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.

H41 Data

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

H42 Technical Data

The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not

include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

H.5 Subcontracts

The Design-Builder hereunder shall not subcontract any of the Design-Builder's work or services to any subcontractor without the prior written consent of the CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the Owner will have the right to review and approve prior to its execution by the Design-Builder. Any such subcontract shall specify that the Design-Builder and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the Owner, the Design-Builder shall remain liable to the Owner for all Design-Builder's work and services required hereunder.

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

The Design-Builder 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.

The Design-Builder shall be responsible for the coordination of the trades, subcontractors, materials, and persons engaged upon his work.

The Court will not undertake to settle any differences between the Design-Builder and his subcontractors or between subcontractors.

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

H.6 Other Contractors

The Design-Builder shall not commit or permit any act that will interfere with the performance of work by another Owner contractor or by any court employee.

H.7 Ethics in Public Contracting

The Offeror shall familiarize itself with the Court's policy entitled "Ethics In Public Contracting". The Offeror shall abide by such provisions in submission of its proposal and performance of any contract awarded. See Attachment J.3.

H.8 Disputes

Any dispute arising under or out of this contract is subject to Attachment J.1 General Provisions (Chapter 8) of the Procurement Guidelines of the District of Columbia Courts.

H.9 Laws and Regulations

All applicable laws, Owner rules, procurement guidelines and regulations shall apply to the contract throughout, and they will be considered to be included in the contract the same as though herein written out in full.

H.10 Non-Discrimination

The Design-Builder agrees that it will comply with the nondiscrimination requirements set forth in D.C. Code, Section 2-1402.11(2001) which will be incorporated into any contract awarded. The Design-Builder agrees to comply with requests from the Owner to support the Design-Builder's adherence to this section.

H.11 Examination of Books and Records

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

H.12 Record Keeping

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

H.13 Protest

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

Geoffrey A. Mack
 Administrative Officer
 Administrative Services Division
 District of Columbia Courts
 700 6th Street, N.W., 12th Floor
 Washington, D.C. 20001

A protest shall include the following:

1. Name, address and telephone number of the protester;
2. Solicitation or contract number;
3. Detailed statement of the legal and factual grounds for the protest, including copies of relevant documents;

4. Request for a ruling by the Contracting Officer; and
5. Statement as to the form of relief requested.

H.14 Debriefing

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

H.15 Insurance

H.15.1 General Requirements

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

The Owner shall be included in all policies required hereunder to be maintained by the Design-Builder and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Owner relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Design-Builder or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Design-Builder or its subcontractors, and not the additional insured.

The additional insured status under the Design-Builder's and its subcontractors' Commercial General Liability insurance policies shall be effected 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 Design-Builder'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 Design-Builder or its subcontractors, or anyone for whom the Design-Builder or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

1. Commercial General Liability Insurance ("CGL") - The Design-Builder shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Design-Builder, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.
2. Automobile Liability Insurance - The Design-Builder 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 Design-Builder, with minimum per accident limits equal to the greater of (i) the limits set forth in the Design-Builder's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance - The Design-Builder 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.
4. Employer's Liability Insurance - The Design-Builder shall provide evidence satisfactory to the CO of employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of the Owner.

5. Cyber Liability Insurance - The Design-Builder shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Design-Builder in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.

6. Environmental Liability/Design-Builders Pollution Liability Insurance - The Design-Builder shall provide evidence satisfactory to the CO of environmental liability insurance covering losses caused by pollution or other hazardous conditions arising from ongoing or completed operations of the Design-Builder. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been physically injured), clean-up costs, transit and non-owned disposal sites. Coverage shall extend to defense costs and expenses incurred in the investigation, civil fines, penalties and damages or settlements. There shall be neither an exclusion nor a sublimit for mold or fungus-related claims. The minimum limits required under this paragraph shall be equal to the greater of (i) the limits set forth in the Design-Builder's pollution liability policy or (ii) \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. If such coverage is written on a claims-made basis, the Design-Builder warrants that any retroactive date applicable to coverages under the policy precedes the Design-Builder's performance of any work under the Contract and that continuous completed operations coverage will be maintained for at least ten (10) years or an extended reporting period shall be purchased for no less than ten (10) years after completion.

The Design-Builder also must furnish to CO Owner certificates of insurance evidencing environmental liability insurance maintained by third party transportation and disposal site operators(s) used by the Design-Builder for losses arising from facility(ies) accepting, storing or disposing hazardous materials or other waste as a result of the Design-Builder's operations. Such coverages must be maintained with limits of at least the amounts set forth above.

7. Employment Practices Liability - The Design-Builder shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of claims arising from employment related wrongful acts including but not limited to: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts, whether between employees of Design-Builder or against third parties. Employment Practices Liability coverage must specifically state Third Party Liability coverage is included. Design-Builder will indemnify and defend the Owner shall it be named co-defendant or be subject to or party of any claim. Coverage shall also extend to Temporary Help Firms and Independent Design-Builders hired by Design-Builder. The policy shall provide limits of not less than \$1,000,000 for each wrongful

act and \$2,000,000 annual aggregate for each wrongful act.

8. Professional Liability Insurance (Errors & Omissions) - The Design-Builder shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Design-Builder warrants that any applicable retroactive date precedes the date the Design-Builder first performed any professional services for the Owner and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.
1. 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.
 2. Deductibles shall be the responsibility of the AE and may not exceed \$25,000 without approval of the DCC.
 3. There shall be no exclusion for environmental claims arising out of the performance of professional services.
 4. 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.
 5. 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.
9. Commercial Umbrella or Excess Liability - The Design-Builder shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Design-Builder's umbrella or excess liability policy or (ii) \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self- insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to the commencement of the Work. These certificates and the insurance policies required shall contain a provision that coverage

afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner. If any of the foregoing insurance coverage are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment. Information concerning the reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Design-Builder with reasonable promptness in accordance with the Design-Builder's information and belief.

H152 Duration

The Design-Builder shall carry all required insurance until all contract work is accepted by the Owner and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

H153 Liability

These are the required minimum insurance requirements established by the Owner.

HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE DESIGN-BUILDER'S LIABILITY UNDER THIS CONTRACT.

H154 Design-Builder's Property

Design-Builder 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 Owner.

H155 Measure of Payment

The Owner shall not make any separate measure or payment for the cost of insurance and bonds. The Design-Builder shall include all of the costs of insurance and bonds in the contract price.

H156 Notification

The Design-Builder shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and/ or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Design-Builder shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Design-Builder will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

H157 Certificate of Insurance

The Design-Builder shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Kenneth Evans, Jr,
 Senior Contract Specialist
 District of Columbia Courts
 700 6th Street, Suite 1224
 Washington, D.C. 20001
Kenneth.Evans@dccsystem.gov

H.158 Disclosure of Information

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

H.159 Carrier Ratings

All Design-Builder'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.

H.16 Performance Bond and Payment Bond

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 Design-Builder 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 Design-Builder.

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.

If the Owner 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.

The Offeror shall deliver the required performance and payment bonds to the Owner 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 Owner that such bonds will be furnished and delivered.

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. The bonds shall be dated on or after the date of the Contract Award.

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.

H.17 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.

H17.1 Incorporation of Warranty

Notwithstanding the Design-Builder'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.

H17.2 Design-Builder Warranty (Products)

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

The contracting officer will give written notice to the Design-Builder 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.

When return for correction or replacement is required, the Design-Builder is responsible for all costs of transportation and for risk of loss in transit. If the Design-Builder 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 Design-Builder for any cost to the DC Court. In addition, the contracting officer may dispose of the nonconforming products, with reimbursement from the Design-Builder or from the proceeds for excess costs. Any products corrected or furnished in replacement are subject to this clause.

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.

H17.3 Warranty of Services

Notwithstanding inspection and acceptance by the DC Court or any provision concerning the conclusiveness thereof, the Design-Builder 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 Design-Builder [contracting officer will insert the specific period in which notice will be given to the Design-Builder; e.g., "within 30 days from the date of acceptance by the DC Court"; within 1000 hours of use by the DC Court;" or other specified event whose occurrence will terminate the period of notice, or combination of any applicable events or period]. This notice will state either:

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

If the Design-Builder 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 Design-Builder shall be subject to this clause to the same extent as work initially performed. If the Design-Builder 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 Design-Builder the cost occasioned to the DC Court thereby, or make an equitable adjustment in the contract price.

H.18 No Harm for Delay

In the event that the Design-Builder encounters delays in the performance of the contract schedule that are beyond its control, including but not limited to acts of God, unforeseen weather conditions, labor strikes, or delays caused by the actions or omissions of the Owner or third parties, the Design-Builder shall be entitled to an extension of time for performance of the contract schedule, and shall not be liable for any damages, losses, or expenses incurred by the Owner as a result of such delays. However, the Design-Builder shall promptly notify the Owner in writing of any delays encountered, and shall make all reasonable efforts to mitigate the impact of such delays on the overall project schedule. The Design-Builder's right to an extension of time under this clause shall be the sole and exclusive remedy available to the Design-Builder for delays in the performance of the contract schedule. Furthermore, the Owner agrees that changes to costs resulting from instances outside of its control shall not be permitted.

H.19 Suspension of Work

The Contracting Officer may order the Design-Builder, 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 Owner.

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 Design-Builder, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

A claim under this clause shall not be allowed:

1. For any costs incurred more than 30 days before the Design-Builder shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and

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

H.20 Liquidated Damages

The Design-Builder 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 Design-Builder agrees that if Substantial Completion is not attained by fifteen (15) days after the Scheduled Substantial Completion Date (the "LD Date"), the Design-Builder shall pay Owner Five-Thousand Dollars (\$5,000) as liquidated damages for each calendar day that Substantial Completion extends beyond the Substantial Completion date.

H.21 Equal Employment Opportunity

Design-Builder shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, marital status, sex, disability, sexual preference or age. Design-Builder shall take such actions as are reasonably necessary to ensure that employees and applicants for employment are treated without regard to their race, creed, color, national origin, marital status, sex, sexual preference or age. As used herein, the term "treated" shall mean and include, without limitation, the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

Design-Builder shall furnish all information and reports required by Governmental Authorities to determine Design-Builder's compliance with the provisions of Applicable Laws, and shall permit access to its books and records by Owner and/or any such Governmental Authority during regular business hours for purposes of investigation to ascertain compliance with this Section.

H.22 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 /Task Order Award document
- (3) Standard Contract Provisions
- (4) General Conditions of the Contract for Construction
- (5) Contract attachments other than the Standard Contract Provisions

- (6) RFP, as amended
- (7) BAFOs (in order of most recent to earliest)
- (8) Proposal/Bid
 - a. Supplies and Services or Price/Cost Section
 - b. Specifications/Work Statement
 - c. Special Contract Requirements
 - d. Deliveries and Performance
 - e. Contract Clauses
 - f. Contract Administration Data
 - g. Inspection and Acceptance and
 - h. Contract Attachments in the order they appear.

H.23 Cancellation Ceiling

In the event of cancellation of the contract because of non-appropriation for any fiscal year after the fiscal year 2021, there shall be a cancellation ceiling of zero dollars representing reasonable pre-production and nonrecurring costs, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

H.24 Governing Law

This Contract and any disputes arising out of or related to this Contract shall be governed by and construed in accordance with, the laws of the District of Columbia.

H.25 Publicity

The Design-Builder 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.

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I REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

I.1 Certificate Regarding a Drug-Free Workplace

(See Attachment)

I.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.

I.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

I.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.

I.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.

I.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.

I.7 Payment Identification Number

The Owner 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.

I.8 The Offeror

By making an Offer, the Offeror represents that:

1. The Offeror has read and understands the Offering Documents or Proposal 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 design or 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.
2. The Offer is made in compliance with the Offering Documents.
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.
4. The Offer is based upon the materials, equipment, and systems required for the Work as stated in the Offering Documents without exception.

I.9 Penalties for Misrepresentation

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

I.10 Standards of Responsibility

The prospective Design-Builder must demonstrate to the satisfaction of the Owner, the capability in all respects to perform fully the contract requirements; therefore, the prospective Design-Builder must submit with its Offer the document listed in (Instructions, Conditions, and Notices to Offerors)

I.11 Offering Documents/ Copies

Offerors will receive one (1) set of the complete Offering Documents. Offering Documents will not be issued directly to Sub-offerors unless specifically offered in the Advertisement or Invitation to Offer. Offerors shall use complete sets of Offering Documents in preparing Offers; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Offering Documents. The Owner will make electronic copies of the Offering Documents available for the purpose of obtaining Offers on the Work. No license or grant of use is conferred by the issuance of copies of the Offering Documents.

I.12 Interpretations or Corrections of Offering Documents

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

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

Kenneth L. Evans, Jr,
 Senior Contract Specialist
 District of Columbia Courts
 700 6th Street, NW Suite 1224
 Washington, D.C. 20001
Kenneth.Evans@dccsystem.gov

Any prospective Offeror desiring an explanation or Interpretation of this Solicitation must request it in writing by **June 24, 2024 @ 3:00 PM**. Requests shall 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.** 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.

I.13 Substitutions

See Division 01 Specifications for information on substitutions.

I.14 Amendments

Amendments will be transmitted by the issuing office to all who are known to have initially received a complete set of the Offering Documents. Copies of Amendments will be made available for inspection wherever Offering Documents are on file for clarification. 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. Prior to submitting an Offer, each Offeror shall ascertain all Amendments issued, and acknowledge their receipt in the Offer.

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J LIST OF ATTACHMENTS

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 Bond Form
J.12	Proposal Offer 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	Division 01 Specifications
J.21	Bridging Contract Documents
J.22	Mural Assessment
J.23	Architect-Engineer PPQ
J.24	Contractor/Design-Builder PPQ

Notes

J.21 Bridging Contract Documents includes documents listed below:

- Core and Shell Basis of Design and Design-Build Performance Requirements
- Discipline Specific QC Checklist
- Bridging Contract Document Checklist
- Owner Comments and Redlines from Previous Submissions with Responses
- Core and Shell Concept Design Sets (Site Plans, Floor Plans, Elevations, Sections)
- Tenant Suite Basis of Design and Design-Build Performance Requirements
- 2023-0929 DC Courts Facility Condition Assessment – ROD Building (Includes Hazardous Materials Report)
- 2023-0224 DC Courts Tagging Nomenclature Standard and Tagging Process

- Recorder of Deeds Building As-Builts (1941)
- Hazardous Building Materials Survey Report (November 2009)
- Recorder of Deeds Feasibility Study (June 2011)
- Recorder of Deeds Facility Condition Assessment (August 2006)
- National Register of Historic Places Registration Form (March 2020)
- Historic Preservation Review Board Application for Historic Landmark or Historic District Designation (August 2011)
- Recorder of Deeds Elevator Modernization (October 1989)
- Recorder of Deeds Occupancy Agreement (September 2019)

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K INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

K.1 Pre-Proposal Responsibility and Representation

K.1.1 RFP Documents

The RFP comprises this document in its entirety, along with any addenda, attachments, and exhibits referenced within its sections (referred to collectively as the "RFP Documents"). Each Offeror is required to thoroughly examine these RFP Documents and may submit questions or requests for clarification, particularly regarding any terms they find ambiguous or with which they disagree. These inquiries shall be directed to Contracting Officer within the timeframe specified within the RFP.

The Owner will review all questions and clarification requests received and may, at its discretion, issue addenda to modify the RFP Documents if deemed appropriate. Offerors are expected to base their proposals on the terms and conditions outlined in the RFP Documents, including any issued addenda.

K.1.2 Obligation to Meet Requirement of RFP

Upon being awarded the Project, the Design-Builder must fulfill all stipulations outlined in the RFP Documents, which encompass, among other things, completing the Project within the allocated Project Budget, adhering to the specified Project Schedule, and complying with the terms of the Agreement.

K.1.3 Responsibilities and Obligations of the Offeror Before Proposal Submission

Prior to submitting a proposal, each Offeror must take full responsibility for reviewing the RFP Documents, including any subsequent addenda, and acknowledging any conditions that could impact their proposal or the execution of work on the Project. These responsibilities include, but are not limited to:

1. Thoroughly examining and understanding all RFP Documents, addenda, and supplementary information provided.
2. Conducting a site visit to the Project site to assess and familiarize themselves with local and site-specific conditions that may influence the fees proposed.
3. Addressing any potential impacts with third parties and ensuring these are accounted for in the proposal.
4. Familiarizing themselves with relevant federal, state, and local laws and regulations that could affect the cost, progress, or execution of work on the Project.
5. Ensuring that the RFP Documents adequately convey all terms and conditions necessary for understanding the scope of work for the Project.
6. Promptly notifying the Owner in writing of any conflicts, errors, ambiguities, or discrepancies found within the RFP Documents.

It is crucial to note that any failure to fulfill these responsibilities is entirely at the Offeror's own risk, and the Owner will not provide any relief in such instances.

K.14 Pre-Proposal Conference

A pre-proposal conference will be held June 17, 2024, at 11:00am at 515 D Street NW, Washington, DC 20001. 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 Owner 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 answers will be provided at the Court's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the Court's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than five (5) working days after the pre-proposal conference in order to generate an official answer. The Owner 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.

K.2 Evaluation Factors and Scoring

Each Proposal will be scored on a scale of zero (0) to one hundred (100) points based on the point schedule located below. The Owner's evaluation shall not necessarily be limited to the information provided in the Offeror's Proposal.

TAB	INFORMATION	POINTS
Volume I		
Tab A	General Information, Certifications, Affidavits, & Other Submissions	0
Tab B	Design-Build Delivery Experience and Past Performance	25
Tab C	References and 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
Volume II		
Tab A	Price Information	5

K.3 Proposal Organization and Submission

At a minimum, each proposal submitted in response to this RFP shall include sections, as set forth below,

- Volume I
 - Tab A - General Information, Certifications, Affidavits, & Other Information
 - Tab B - Design-Build Delivery Experience and Past Performance
 - Tab C – References and Past Performance Questionnaire
 - Tab D - Design-Build Team Organization and Key Personnel
 - Tab E - Design-Build Delivery Approach
 - Tab F - Proposed Innovations and Project Risks
 - Tab G – Disclosures
- Volume II
 - Tab A - Pricing Information

K.4 Volume I

K.4.1 Tab A - General Information, Certifications, Affidavits, and Other Information

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.

- Name, Address, website address, Telephone Number, DUNS Number and federal tax identification number of the Offeror.
- Name, address, e-mail and current phone number of Offeror’s contact person.
- Brief history of the Offeror’s company to include type of services offered, size of company and years of experience providing Design-Build services.
- 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; Courtships structure; Courtship by

foreign corporation with an interest exceeding five (5) percent; Articles of incorporation, partnership or joint venture agreement; and

- Documentary evidence that the offeror is located and is authorized to conduct business in the District of Columbia. Document shall 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;
- 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).

K42 Tab B - Design-Build Delivery Experience and Past Performance

Offerors are required to provide a minimum of three (3) and maximum of five (5) example projects of Design-Build past performance completed within the past ten (10) years. Please see below for additional information corresponding to expectations of past performance representation for prospective Offerors.

Evaluation will be grounded in assessing the quality and pertinence of the Offeror/Builder's Past Performance across a range of Design-Build projects. The Owner 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. Past Performance project examples shall also include the project elements listed below:

- Construction Past Performance: Repair and renovation within the realm of general building construction for a historic structure with similarities in scope, size (project dollar value), type, and complexity to the project outlined in the solicitation's statement of work.
 - More weight will be given to the Offeror's projects submitted for evaluation over those submitted by the Lead Design Firm.
 - If the offeror is a joint venture (JV) or a fully integrated Design-Build firm, projects shall be submitted for the joint venture or Design-Build firm. If there are no JV past performance examples/projects, it acceptable to utilize past performance of joint venture partners.
- Design-Builder shall have served as prime contractor on secure facilities (Court facilities preferred). Design-Builder shall have a minimum of ten (10) years of experience as prime contractor on a design-build team and delivering projects via the design-build delivery method.
- Design-Builder Architect/Engineer team members/partners shall have served as the AOR/DOR on secure facilities (Court facilities preferred). Architect/Engineer team members shall each have a minimum of ten (10) years of experience as the AOR/DOR on a design-build team and delivering projects via the design-build delivery method.

K43 Tab C - Reference and Past Performance Questionnaire (PPQ)

The Owner intends to evaluate the Offeror's past performance record based on references submitted for relevant and recent work submitted in Tab B. This evaluation will be an assessment of how well the Offeror

has satisfied its customers in the past. This evaluation will be assessed based on the submission of Past Performance Questionnaires (PPQs) submitted by the Offeror. Please see below for additional instructions corresponding to PPQs.

- Offeror shall complete the Past Performance Questionnaire (PPQ) for both the Contractor/Design-Builder and the Architect/Engineer or Lead Design Team separately.
- 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.
- It is the Offeror's responsibility to complete the Offeror section of the PPQ and forward it to the customer reference for completion. Offerors shall utilize the PPQ attached to this RFP.
- PPQs must be submitted directly from the customer reference to the Owner Contracting Office.

K44 Tab D – Design Build Team Organization and Key Personnel

The Owner expectation is that only personnel with sufficient experience, expertise and ability to meet the RFP requirements be proposed as key personnel. The Offeror shall provide the following:

- 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.
- Indicate reporting relationships (including subcontractors, teaming partners, and consultants, if included on organizational chart).
- Identify proposed individuals who will be assigned to each role, provide individual's relevant Design-Build project experience, and specify the length of time the offeror anticipates each individual will be dedicated to the contract.
- Indicate whether each proposed individual is to be full-time or part-time.
- Identify proposed individuals who will have regular interaction with the Owner' field personnel for the project duration.
- Identify what construction services will be self-performed by Offeror and construction services that will be performed by sub-contractors, teaming partners, or consultants.

Design-Build teams scoring will include 12 points for Key Subcontractors/ Consultants and 13 points for key personnel as identified below.

K.4.4.1 Key Consultants and Subcontractors

Provide information pertaining to proposed key consultants and subcontractors. At a minimum the offeror shall include Mechanical, Electrical, Plumbing, and Fire Alarm / Protection consultants and subcontractors. Additionally, subcontractors providing services corresponding to the historic preservation components of the project shall be identified. Subcontractor information shall include:

- Confirmation if Offeror has contracted proposed consultants/ subcontractors on any Past Performance Examples

- Confirmation if Offeror has contracted proposed consultants/ subcontractors on any projects referenced in submitted PPQs.
- Identify subcontractor's experience relevant to RFP.

K.4.4.2 Key Personnel

The Owner expectation is that only personnel with sufficient experience, expertise and ability to meet the RFP requirements be proposed as key personnel. The Offeror shall provide the following:

- Identify length of time key personnel have been employed by the Offeror.
- Key Personnel experience CV's and Biodata
- Identify professional registrations, certifications, licenses, etc. held by each proposed individual.
- Identify proposed individuals who have worked together in the past in similar roles or on similar projects.

K.4.4.2.1 Key Personnel (Design)

The Design-Builder shall appoint a Principal Project Manager who will be the Design-Builder's Authorized Representative for technical and administrative performance of all services (design and construction) required for the execution of this project. The Principal Project Manager shall provide the single point of contact through which all Design-Builder/Court communications, work and technical direction shall flow. The Principal Project Manager will be present at scheduled deliverables presentations and responsible for insuring that any requested changes be made to the final product.

Key personnel shall include the following:

- Principal Project Manager
- Designer of Record
- Design Quality Control Manager
- Scheduler

Each key personnel shall, with the exception of the scheduler, be a professional with a Bachelor's Degree from an accredited institution, trained to the position for which he or she is proposed, and has a minimum of ten (10) years of experience on projects of similar size and complexity, as well as similar environment.

The Design-Builder's scheduler shall possess a minimum of 5 years' experience in CPM scheduling on projects of similar size, scope, and complexity as this Project.

K.4.4.2.2 Key Personnel (Construction)

Key Personnel (Construction) shall be available throughout the Construction Phase unless otherwise approved by Court or their designated representative. The Design-Builder shall have at minimum one representative present on the site serving as its Construction Site Representative when any performance of the work at the

site is being conducted by any member of the Design-Builder or its subcontractor. Key personnel shall be under the direct employment of the Design-Builder for the duration of the work activities under this Contract.

Key personnel shall include the following:

- Project Manager
- Superintendent
- Scheduler (can be the same as Key Personnel – Design)
- Construction Quality Control Manager
- Site Safety and Health Officer (SSHO)

Each key personnel, with the exception of the Superintendent, shall be a professional with a Bachelor's Degree for and accredited institution, trained to the position for which he or she is proposed, and has a minimum of ten (10) years of experience on projects of similar size and complexity, as well as similar environment. Bachelor's degree can be substituted for personnel with extensive, relevant experience. Extensive, relevant experience shall be described in detail by the Offeror.

The Construction Superintendent shall have a minimum of ten (10) years of experience as a project superintendent on similar construction projects and in similar environment. The Construction Superintendent must have demonstrated experience coordinating all site construction activities and supervising all field personnel as required to successfully finish similar projects on schedule and within budget.

K45 Tab E – Design Build Delivery Approach

Offerors must include a Management Plan with their proposal detailing how the Design-Builder plans to oversee and execute the Project. The Management Plan shall comprehensively:

- Detail the preconstruction phase procedures to ensure design alignment with the Court's budgetary constraints.
- Outline purchasing procedures aimed at enhancing competition and cost management.
- Specify procedures during the Construction Phase to minimize change orders and enhance Project quality.
- Identify personnel and delineate their roles in the Project Management Plan.

Furthermore, the Management Plan shall discuss the Offeror's strategy for Project implementation, showcasing an understanding of Project constraints and challenges, along with mitigation plans. This discussion shall include key milestone dates and explanations on how they will be met. Additionally, a preliminary CPM schedule coordinated with the approach shall be provided in the narrative.

K.4.5.1 Preliminary Schedule

To illustrate the Offeror's understanding of the Project schedule as described in the RFP, the Offeror shall prepare preliminary schedule and narrative demonstrating that the Offeror thoroughly understands the requirements and complexities of this RFP, and that they have developed a well thought out plan that:

- integrates all related activities including coordination with subcontractors, Other Government Contractors (OGCs) and outside agencies/organizations.
- considers phasing, etc. required to meet the Substantial Completion date identified in this RFP.
- Construction activities in CPM shall not exceed 20 workdays.

The schedule narrative shall explain how the summary CPM will be used to manage the Project and to provide meaningful information to the Owner, how the Offeror will mitigate schedule slippage or delay to ensure the Substantial Completion date is met, and how the Offeror will utilize the CPM to manage resources.

The intent of the summary level schedule is not to provide excessive detail, but to provide enough information to describe the Offeror's understanding of the Design-Builder's approach and the Offeror's proposed approach to ensure that the Project is completed no later than the Substantial Completion date.

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 Design Phase and Construction Phase included in the Base Work scope identified in the RFP.

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.

K.4.5.2 Scope Management

To illustrate the Offeror's understanding of the Project scope as described in the RFP, the Offeror shall prepare a narrative 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 Design-Build project that may illustrate the Offeror's understanding of the Project scope and how to effectively manage the scope included in the RFP. This shall include, but is not limited to, the delivery of a Project Management Plan, Design Management Plan, Construction Management Plan, Quality Management Plan, etc.

K.4.5.3 Budget Management

To illustrate the Offeror's understanding of the NTE Project Cost as indicated in the RFP, the Offeror shall provide a narrative 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 Design-Build project that may illustrate the Offeror's understanding and experience managing a Design-Build project to budget.

K46 Tab E – Proposed Innovations and Project Risks

The offeror may suggest technical, procedural, personnel changes or other innovations that they have used successfully on past performance examples or other contracts that may benefit the execution of this project.

Provide any innovative ideas, approaches, specific Schematics, software programs or tools that the offeror has the capability to provide that may provide a benefit(s) to the Owner in meeting the objectives detailed in the RFP.

The offeror shall identify at least three (3) potential risks or issues regarding the success of executing the project. These risks shall include, but are not limited to, risks associated with performing construction with public areas outside of, and adjacent to, the construction area is occupied. Provide an explanation of the risks/issues identified and propose an idea/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 Owner operations, occasional contractor work hour adjustments, etc.

K4.7 Tab G – Disclosures, Clarifications, and Omissions

K.4.7.1 Disclosures

Please provide the information below.

- Disclosure of details of any legal action or litigation past or pending against the Offeror.
- A statement that the Offeror knows of no conflict between its interests and those of the Owner; 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 Owner.
- 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.
- Confirm if the offer has 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.
- Confirm if the offer ever failed to complete the awarded construction work under any contract awarded to it either as a prime contractor or subcontractor.

Please provide detailed explanation of disclosures listed above.

K.4.7.2 Clarifications and Omissions

All offerors shall identify equipment and or materials identified in this scope that is known to be unavailable. Provide information supporting the equipment or material unavailability. Explain how you plan to provide an equal or superior product for the Court's approval.

K.5 Volume II

K5.1 Tab A - Pricing Information

Please see below for pricing letter to be completed and provided in Tab A. Additionally, see “Recorder of Deeds Building Pre-Design Services” attachment for additional information on categorization of construction scope included in the Base and Option packages referenced in this RFP (Recorder of Deeds Modernization Proposed Phasing Table). Price proposal must be submitted using the format provided. 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.

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K52 Price Submission Letter

(Date)

Attention: Kenneth Evans, Jr.
 Senior Contract Specialist
 District of Columbia Courts
 700 6th Street, Suite 1224
 Washington, DC 20001

Reference: Request for Proposal DCSC-24-RFP-223
 Recorder of Deeds Design-Build Renovation Project

Mr. Evans,

On behalf of [Name OF Offeror], this Proposal is being provided to Owner in response to Request for Proposal (RFP) – DCSC-24-RFP-223 for Design-Build Services required to deliver the Recorder of Deeds Modernization project. The Offeror has thoroughly examined the RFP, its accompanying attachments, any issued addenda in preparing the pricing presented below. The Offeror has diligently conducted all necessary due diligence and analysis, as deemed essential in its sole discretion, to ensure the submission of a comprehensive Proposal in response to the RFP.

The Offeror's Proposal, incorporating all fees, design costs, construction costs, management costs, and all other costs needed to execute the work described in the Base and Option work packages outlined in the RFP relies on the Proposal Documents as provided and assumes no significant modification to the terms of the Proposal Documents. Together, these components constitute the "Offeror's Proposal."

The Offeror’s Proposal includes pricing as shown below:

Work Package Name	Proposal Amount
Base 1 – Core and Shell Design	\$ _____
Base 2 – Core and Shell Construction	\$ _____
Base 1 + Base 2 Total (NTE \$36,000,000)	\$ _____
Option 1 – Interior Pre-Design Services	\$ _____
Option 2 – Interior Design Services	\$ _____
Option 3 – Interior Construction and Interior Finishes	\$ _____
Options 1 + 2 + 3 Total (NTE \$5,000,000)	\$ _____

By submitting this proposal, the offeror recognizes, comprehends, and acknowledges that the proposed Design-Build pricing will result in a firm, fixed price and pricing will not be subject to any further adjustments after award unless permitted in the form of a contract modification.

The Offeror's proposal is based on and subject to the following conditions:

1. The Offeror commits to keeping this proposal valid for a minimum duration of one hundred and twenty (120) days from the proposal date.
2. Assuming the offeror is determined to be the successful offeror after evaluation by the Owner, the Offeror agrees to execute a contract with the Owner based on the terms and conditions outlined in the RFP within ten (10) days of receiving the award notification. Failure to do so grants the Owner the right to levy upon the Offeror's bid bond.
3. Both the Offeror and the undersigned affirm that the undersigned possesses full legal authority to submit this Form of Offer Letter and bind the Offeror to the terms of the RFP. The Offeror additionally assures that no further action or approval is required to authorize the terms of the Offeror's Proposal. Besides other remedies available to the Owner at law or in equity, the Owner retains the right to levy upon the Offeror's Bid Bond in case of a breach of this offer.
4. The Offeror and its principal team members warrant that they have not:
 - a. engaged in collusion with any other entity or individual submitting a proposal in response to the RFP to fix or set prices;
 - b. taken actions to dissuade any other entity or individual from submitting a proposal in response to the RFP; or
 - c. conducted themselves in a manner that violates applicable anti-trust laws.

This Form of Offer Letter and the Offeror's Proposal are being submitted on behalf of [INSERT FULL LEGAL NAME, TYPE OF ORGANIZATION, AND STATE OF FORMATION FOR THE OFFEROR].

Sincerely,

By: _____

Name: _____

Title: _____

K53 Submission of Professional Services Rates

The Design-Builder shall provide fully loaded professional design services rates for all design-related work to be performed under this contract. These rates shall include all applicable costs such as labor, overhead, profit, insurance, taxes, and any other direct or indirect expenses related to the provision of professional design services. The Design-Builder shall submit a detailed breakdown of these rates to the Owner for review prior to commencing any design work. Any changes to the fully loaded rates during the term of the contract shall be subject to mutual agreement between the Owner and the Design-Builder.

K.6 Notices to Offerors**K6.1 Changes to RFP**

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.

K6.2 Errors in Offers

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.

K6.3 Retention of Proposals

All proposal documents shall be the property of the Owner and retained by the Owner, 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 Owner except as to the disclosure restrictions.

K6.4 Public Disclosure under FOIA

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.

K6.5 Acknowledgement of Amendments

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. Owner 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.

K6.6 Examination of Solicitation

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.

K6.7 Official Offer

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.

K6.8 Proposal Preparation Costs

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

K6.9 Signing Offers and Certifications

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 Owner 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.

K6.10 Acceptance Period

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

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.

K6.11 Authorized Negotiators

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.

K6.12 Right to Reject Proposal

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

K6.13 Cancellation of Award

The Owner reserves 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.

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