



All written communications regarding this solicitation should be directed by email to Kiana Green, Senior Contract Specialist at [Kiana.Green@dccsystem.gov](mailto:Kiana.Green@dccsystem.gov)

This solicitation is an **OPEN MARKET** procurement.

**REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS**

**1. ACKNOWLEDGMENT OF AMENDMENTS**

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

<b>AMENDMENT NO.</b>	<b>DATE</b>	<b>AMENDMENT NO.</b>	<b>DATE</b>

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

**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.

**3. BUY AMERICAN CERTIFICATION**

The Bidder hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Clause 26 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.

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EXCLUDED END PRODUCTS	COUNTRY OR ORIGIN
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**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.

**5. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

- (a) Each signature on the bid is considered to be a certification by the signatory that:
  - (1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any bidder or competitor relating to (i) those prices, (ii) the intention to submit an bidder, or (iii) the methods or factors used to calculate the prices bidder;
  - (2) The prices in this bid have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other offeror 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 an offer for the purpose of restricting competition.
- (b) Each signature on the bid is considered to be a certification by the signatory that the signatory;

(1) Is the person in the Bidder's organization responsible for determining the prices being offered in this bid, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following 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:

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(insert full name or person(s) in the organization responsible for determining the prices offered in this bid and the title of his or her position in the Bidder's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b) (2) (1) above have not participated, and will not participate, in any action contrary to subparagraphs (a) (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 Bidder deletes or modifies subparagraph (a) (2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

#### **4. 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.

**5. PAYMENT IDENTIFICATION NO.**

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

Please list below applicable vendor information:

Federal Tax Identification Number: \_\_\_\_\_

Or

Social Security Number: \_\_\_\_\_

Dun and Bradstreet Number: \_\_\_\_\_

Unique Entity Identifier (UEI): \_\_\_\_\_

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: \_\_\_\_\_

**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.**

**PART I**

**SECTION B - SUPPLIES OR SERVICES AND PRICE/COST**

B.1 The District of Columbia Courts are seeking a qualified Contractor to provide all labor, materials, personnel, equipment, containers, management, recordkeeping, reporting and other services necessary to perform trash and recyclable materials collection from various DC Courts facilities.

B.2 The Courts intend to award a single contract resulting from this solicitation to the lowest responsive and responsible bidder. The Bidder shall submit a price schedule, for the base period of one year and four option years for the services specified in this solicitation.

**B.3 CONTRACT PRICE:**

The offeror shall complete the price schedule in below. The unit price shall be fully burden and inclusive of the applicable labor, materials, and administrative overhead necessary to provide the service.

<b>Locations</b>	<b>Size of Containers</b>	<b>No. of Containers</b>	<b>Collection Schedule</b>	<b>Days Per week</b>	<b>Unit Price</b>	<b>Total</b>
500 Indiana Ave. NW (Moultrie)	30 cu yd compactor	1	M/W/F	3		
500 Indiana Ave. NW (Moultrie)	30 cu yd open top	1	M/T/W/TH/F	5		
515 5 <sup>th</sup> St. NW (Building A)	8 cu yds.	1	M/W/F	3		
510 4 <sup>th</sup> St, NW (Building B)	8 cu yds.	1	M/W/F	3		
430 E St, NW (DCCA)	8 cu yds.	1	M/W/F	3		
430 E St, NW (DCCA)	8 cu yds. Recycling	1	M/W/F	3		
6217 Columbia Park Rd. MD (DC Courts Warehouse)	8 cu yds.	1	TH	1		
<b>TOTAL</b>						\$

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

### C.1 **STATEMENT OF WORK**

The District of Columbia Courts (The Courts) Capital Projects and Facilities Management Division (CPFMD) is seeking one (1) contractor to provide all labor, materials, equipment, containers, management, recordkeeping, reporting, and other services necessary to perform trash and recyclable materials collection from various DC Courts facilities.

C.1.1 The Contractor shall purchase all required containers (initial requirements and replacement) at his own expense. All containers purchased by the Contractor shall remain the property and responsibility of the Contractor. List of facilities included in this contract is specified in C.1.2 below. DC Courts reserve the right to add or remove DC Court facilities at any time. DC Court reserves the right to change container size at any location during the term of service.

#### C.1.2 **Location of work are as follows:**

- H. Carl Moultrie Courthouse- 500 Indiana Ave., NW
- DC Court of Appeals- 430 E Street
- DC Courts Building A- 515 5th Street, NW,
- DC Courts Building B- 510 4th Street, NW,
- DC Courts Building C- 410 E St. NW,
- DC Courts Warehouse- 6217 Columbia Park Rd. Cheverly, MD

C.1.3 The Courts reserve the right to add or remove services to DC Courts facilities or service locations at the Contractor's bid prices found in B.3 of this solicitation.

### C.2 **REQUIREMENTS**

#### C.2.1 **Compliance with Recycling Laws and Regulations**

The Contractor shall comply with all Federal, State, District and local laws and regulations pertaining to the transport, processing, and sale of recyclable materials. Prior to contract start date, the Bidder shall obtain any and all necessary permits, registrations, and licenses for recycling in the District of Columbia.

- a) Restriction on Use of Recyclable Paper: Recyclable paper under this contract shall be used or sold as recyclable paper only. The Contractor shall not use, allow access to, or offer for resale any papers, documents, file record material or any other form of records as files, records, or for the information contained therein.
- b) Restriction on Paper Materials Recycled: Contractor shall abide by special privacy requirements.

### C.3 **CONTAINER REQUIREMENTS- TRASH AND RECYCLABLES**

- C.3.1** The Contractor shall provide all containers, equipment, personnel, management, recordkeeping, reporting, and other services necessary to provide for the safe and efficient collection of trash and recyclable materials.
- C.3.2** The Contractor shall provide these services throughout the full term of the contract. The Contractor shall consider such costs in the Contractor's bid price. Bidders shall be prepared and equipped to provide single stream collections for the District of Columbia Courts. In some cases, the Courts may have large volumes of high-grade paper to recycle; the bidders are requested to quote a percentage rate for the rebate that would be provided for that pull. For example, the Courts provide 20 tons of high-grade paper, the hauler would provide an offset of percentage rate (%) based on the revenue generated from those pulls.
- C.3.3** The Contractor shall supply, maintain, and replace all containers for servicing each location. The Contractor shall consider such cost in the Contractor's bid price. The District reserves the right to change container size and any location during the term of the contract.
- C.3.4** In the event The Courts elect to change the size of container(s), the Contractor shall make this change within five (5) working days of receiving the written order from the COTR. Container sizes and types are provided in the Price Schedule B.3. The Contractor shall bear all cost of repairs to or replacements of containers and super-cans owned by the Contractor. The Contractor shall consider such costs in the Contractor's bid price. The Courts assume no responsibility for such damages or losses.
- C.3.5** The Contractor shall keep all containers free of dirt, debris and sticky substances at all times.
- C.3.6** The Contractor shall collect and dispose of all trash at a District-designated disposal facility (see Section C.3.11.4). The District retains the right to designate and to change the designation of District designated disposal facilities.
- C.3.7** The Contractor shall collect and deliver all recyclables to District-approved processing facilities for the purpose of further processing and marketing.
- C.3.8** Collections shall be made from the Courts designated collection locations in accordance with the schedule. Collections shall be during regular business hours. The Contractor shall provide a receipt to the COTR, which clearly indicates date of pick up, the quantity, estimated weight, point-person name and telephone number, and information of recycling center receiving empties.
- C.3.9** **WEIGHING PROCEDURES:** The Contractor has two methods for weighing removed recyclable material: (1) Official Weight Method, in which an official weight is



established for containers of uniform make and size and, (2) Scale Method, in which loads of recyclable material are weighed on certified or District scales.

**C.3.10 CONTAINER SPECIFICATIONS:** The Contractor shall provide containers that meet or exceed the specifications as follows:

**C.3.10.1** General Containers Specifications:

- a) Hauling Containers Requirements: All equipment must meet the safety requirements of the American National Standards Institute, standard number Z245.1, and waste equipment operating standards of the National Solid Waste Management Association (NSWMA). All equipment must have signage identifying it as a recycling or trash containers, and shall be painted on clearly identifiable colors and should be clearly labeled for its intended use (trash or recycling).
- b) All containers shall be capable of holding solid waste materials including garbage, refuse, rubbish, and yard waste; and recyclables such as glass containers, plastic containers, metal containers, newspaper, and office paper.
- c) Color: All trash containers shall be brown or green. Recycling containers shall be blue. Color shall be non-fading pigment. Pigment Volume Concentration (PVC) shall be a minimum of 1 %.
- d) The Contractor shall provide, at the time of bid submission, descriptive literature in the form of photographs and manufacturer's literature, including container dimensions, weight, and construction materials for each container size.
- e) Containers include but are not limited to utility carts different sizes, materials, and shapes; gaylords, self-contained compactors, and front-loaded, closed-top containers, pre-printed containers for the collection of single stream collections, recyclable paper only, commingle bottles and cans, or similar, as well as used printer cartridges collections bins or carts. In special cases, Contractor will be asked to provide pallets, shrink-wrap to securely transport commodities" from/to applicable recycling center.

**C.3.10.2** Cubic Yard Front End/Rear End Loading Containers:

- a) The Contractor shall provide containers with the capacity of two (2), four (4), six (6), and eight (8) cubic yards. The container shall be made of steel and shall be designed with side pockets which enable it to

be lifted by a hydraulic dumping unit and deposited in the hopper of a standard front-end/rear end loading garbage packer truck. The container may be stationary, or it may have wheels; wheeled containers shall be sufficiently immobile to remain stationary in case of incidental contact.

b) **Materials:** Containers, except for lids, shall be constructed from steel, and shall be capable of holding a full two (2) or four (4), six (6), and eight (8) cubic yards, respectively, of material with lids completely closed without bulging, splitting of seams, damage to doors, wheels or casters, or other damage of any kind.

c) **Wheels and Casters:** Wheels, if any, must have self-lubricating bearings, shall be attached to heavy-duty casters, and must be able to withstand the wear and tear of nominal container usage.

d) **Lid:** Container lids shall be permanently attached on one side with hinges, so that the container dumping operation can be performed without interference between the lid and the waste material as it falls into the hopper. When closed, the lid shall completely cover the inside of the container. Lids may be made of galvanized steel or of polyethylene with a recycled content of at least 25%. Closed lids must be secure enough to remain closed under windy conditions or from disturbance by foraging animals.

**C.3.10.3** Roll-Off Containers, Non-Compacting:

- a) The Contractor shall provide containers with the capacity of eight (8) and thirty (30) cubic yards capacities.
- b) The container shall be stationary and made of steel and shall be capable of being hauled by a standard tilt frame roll-off truck. Roll-off containers may be open top or may have some form of lid or covering. These containers will include some form of mechanical compactor, either attached as part of the container assembly, or as an independent unit that may be disconnected from the container for container transport.
- c) The containers shall be constructed from steel and shall be capable of holding a level full eight (8) and, thirty (30) cubic yards of material without bulging, splitting of seams, damage to doors, or other damage of any kind.

**C.3.10.4** Compactors:

- a) The Contractor shall provide container(s) with the compacting capacity of thirty (30) cubic yards.

- b)
- c) Compactors may be permanently secured to containers as one unit, or they may be detachable from the actual container. In both cases the Contractor should make necessary inspections of each site to determine what type of equipment is required.
- d) The compactor shall be constructed from steel and shall be capable of holding a full thirty 30 cubic yards of compacted material without bulging, splitting of seams, damage to doors, or other damage of any kind.

**C.3.11 OPEN COLLECTION:** In general, open collection shall require the Contractor to collect and dispose of trash or collect recyclables in standard metal or plastic refuse containers; bundled material; or other material prepared for non-containerized manual collection.

**C.3.11.1 COLLECTION AND DISPOSAL OF TRASH:** The Contractor shall collect trash so as not to allow spilling of trash on private or public property. The Contractor shall comply with all federal laws, and laws of the District, and the state of Maryland, applying to the storage, collection, transport and disposal of trash. The Contractor shall obtain and maintain all licensure requirements of each applicable jurisdiction. The Contractor shall collect trash at each service location listed in the awarded Aggregate Group(s).

**C.3.11.2 Normal Pickups:** Removal of trash will occur during normal operating hours, unless otherwise defined in this specification.

**C.3.11.3** The Contractor shall not change the established weekly collection schedule prior to giving the COTR two (2) weeks written notice. The Contractor shall obtain written approval from the COTR prior to any changes. The Contractor shall implement schedule changes within five (5) working days from the date of written approval thereof.

**C.3.11.4** The Contractor shall dispose of all trash collected pursuant to this contract at a District - designated disposal facility. These facilities are the Benning Road Transfer Station, 3200 Benning Road, 'NE; and the Fort Totten Transfer Station, 4900 Bates Street, NE.

**C.3.11.5** The Contractor shall weigh the trash collected from the Courts' building locations prior to the disposal of trash at a District-designated disposal facility, and provide a Reporting Form including:

- a) Customer name
- b) Building name
- c) Address

- d) Agency contact
- e) Phone
- f) Number of containers
- g) Pull type
- h) Size of containers
- i) Collection schedule (days/week)
- j) Number of pulls (Cubic Yards) – actual w/weight tickets for applicable sites
- k) Unit Price
- l) Collection
- m) Total # pulls
- n) Comments Section

**C.3.11.6** The monthly reports are due every 5<sup>th</sup> day of the following month.

**C.3.11.7** The Contractor shall report trash weights in such a fashion that will allow the Courts to ascertain how properties are performing on a monthly basis in support of diversion rates set forth by the District of Columbia Solid Waste and Multi-Materials Recycling Act.

**C.3.13** COLLECTION AND PROCESSING OF RECYCLABLES

**C.3.13.1** The Contractor shall collect single-stream recyclables from the Courts owned or leased buildings under this solicitation located in the District or Maryland. The Contractor shall not collect trash and recyclables in the same truck compartment. Recyclable materials collection shall be separate and distinct from trash collections. The Courts require single-stream recycling for the collection and transport of recyclable materials. Single-stream for the purpose of this solicitation means, all recyclable materials commingled into one recycling container. At a minimum, single-stream materials will include mixed- paper, soft-cover publications, binders, commingled bottles and cans, paper board, plastics, glass, tin and aluminum. Single-stream materials are to be taken to a District Approved Single Stream Recycling Center. The Courts will require weight tickets and associated reports to document recycling efforts. Due to space restrictions, some buildings may require more frequent pulls. The Contractor shall provide for the delivery of all recyclables collected pursuant to this contract at a District -approved processing facility. The Contractor shall collect recyclables at each service location listed.

- a) *Normal Pickups:* Removal of recycling will occur during normal operating hours of the Courts, unless otherwise defined in this specification.

- b) *Special Pickups:* Special pickups might be required at locations. Special pickups are mainly due to limits on maximum truck height clearance needed/required at some of our locations. The Contractor must coordinate with the COTR to identify these locations requiring special services within 10 days of contract award.
- c) The Contractor shall not change the established weekly collection schedule prior to giving the COTR two (2) weeks written notice. The Contractor shall obtain written approval from the COTR prior to any changes in the schedule. Upon approval, the Contractor shall implement schedule changes within five (5) working days.

**C.3.13.2** The Contractor shall recycle the following commingled materials in support of the Courts' single-stream efforts: mixed office paper, including newspaper and all newspaper inserts, soft cover publications, hard-cover books, paper board and corrugated cardboard containers, glass, plastics, tin and aluminum metal and beverage containers.

**C.3.13.3** The Contractor shall weigh the recyclables collected from the Courts' Building prior to their delivery to a District Approved Single Stream Processing Facility.

**C.3.14** MAINTENANCE POINTS OF COLLECTIONS AND ENROUTE TO THE DISPOSAL FACILITY OR A DISTRICT-APPROVED RECYCLABLE PROCESSING FACILITY.

**C.3.14.1** Under the terms of the contract, the Contractor shall be responsible for emptying all containers, and shall return them to its original position. NOTE: The Contractor shall be responsible for the cleanup of any spilled trash and/or recyclable materials resulting from the pick-up within ten (10) feet, of the container.

**C.3.14.2** The Contractor shall collect, immediately, all trash and recyclable materials that are dropped by the Contractor or wind-blown to the ground at the pick-up points, on the collection route, or in-route to the disposal or processing facility. The Contractor shall also immediately pick-up, any trash or recyclables which overflow outside the container at the time of scheduled pick-up and delivery them to the disposal or processing facility at no additional cost to the Courts.

**C.3.14.3** SECURITY REQUIREMENTS: The Contractor and its employees shall comply with any security regulations on the facilities that they service.

**C.3.14.4** STORAGE: The COTR shall identify designated places at all collection areas for the Contractor to store or place recycling containers for recyclable collections.

**C.3.14.5** MISSED COLLECTIONS–TRASH AND/OR RECYCLABLES: Each location served under this contract has pre-assigned scheduled days of service. Changes to the schedule must be approved in advance by the COTR. In the event the Contractor fails to make a collection; the Courts may have another Contractor make the missed collection(s). In such case, the Contractor shall be responsible for the total cost incurred by the Courts.

**C.3.14.6** MONTHLY REPORTING:  
*Weights:* The Courts requires weight reports and weight tickets from all District Approved Single Stream Recycling Centers and applicable trash transfer stations.

The Contractor shall report recyclable weights in such a fashion that will allow the Courts to ascertain how properties are performing on a monthly basis in support of diversion rates set forth by the District of Columbia Solid Waste and Multi-Materials Recycling Act.

**C.3.15** MARKINGS

**C.3.15.1** GENERAL: All containers shall list in one easily readable location on the container, detailing of proper use of the container. On the front of the container, permanent stickers with a height between 2 and 4 inches shall denote the type of material to be collected in the container.

**PART 1**

**SECTION D - PACKAGING AND MARKING**

(This section is intentionally left blank)

## **SECTION E - INSPECTION AND ACCEPTANCE**

### **E.1 Inspection Of Services.**

- (a) "Supplies," as used in this clause, includes, but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.
- (b) "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (c) The Contractor shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notification of rejection. Upon the Contractor's failure to cure within ten (10) days after date of notification, the Court may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense.
- (d) The Contractor shall provide and maintain an inspection system acceptable to the Court covering supplies under this contract and shall tender to the Court for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Court during contract performance and for as long afterwards as the contract requires. The Court may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under this contract.
- (e) The Court has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Court will perform inspections and tests in a manner that will not unduly delay the work. The Court assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in the contract.
- (f) If the Court performs inspection or test on the premises of the Contractor or subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities, and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Court will bear the expense of Court inspections or tests made at other than Contractor's or subcontractor's premises, provided, that in case of rejection, the Court will not be liable for any reduction in the value of inspection or test samples.
- (1) When supplies are not ready at the time specified by the Contractor for inspection or



test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.

(g) The Court has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or otherwise not in conformity with contract requirements. The Court may reject nonconforming supplies with or without disposition instructions.

(h) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and when required, shall disclose the corrective action taken.

(i) If the Contractor fails to remove, replace, or correct rejected supplies that are required to be replaced or corrected within ten (10) days, the Court may either (1) by contract or otherwise, remove, replace or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(j) If this contract provides for the performance of Court quality assurance at source, and if requested by the Court, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract, and (ii) when the supplies will be ready for Court inspection.

(k) The Court request shall specify the period and method of the advance notification and the Court representative to whom it shall be furnished. Requests shall not require more than two business days of advance notification if the Court representative is in residence in the Contractor's plant, nor more than seven business days in other instances.

(l) The Court will accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Court failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability upon the Court, for non-conforming supplies.

(m) Inspections and tests by the Court do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(n) If acceptance is not conclusive for any of the reasons in subparagraph (l) hereof, the Courts, in addition to any other rights and remedies provided by law, or under provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or noncompliance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Court will have the right to return the rejected materials at Contractor's risk and expense or contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Court thereby.

## **SECTION F - DELIVERIES AND PERFORMANCE**

### **F.1 Term of Contract:**

- F.1.1 The term of the contract shall be for 1 year from the date of award of the contract. The date of award shall be the date the Contracting Officer signs the contract document.  
four (4) one (1) year periods or, or a fraction, or multiple fractions thereof.

### **F.2 Option to Extend the Term of the Contract:**

The Courts may unilaterally extend the term of this contract for four (4) one (1) year period, or a fraction, or multiple fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the Courts shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Courts to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the 30-day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

If the Courts exercise this option, the extended contract shall be considered to include this option provision. The exercise of any option under this contract is contingent upon the appropriation of funds for the respective option period. However, the availability of funds does not obligate the Courts to exercise the option year.

The bidder shall include in its **price** proposal, the **price** for the base year and all option years. Failure to submit **price** for base year and all option years may cause the Courts to exclude your bid from further consideration.

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

### **F.3 Deliverables:**

All Deliverables shall be in a form and manner acceptable to the Courts. The Contractor shall complete the tasks and provide to the COTR the deliverables specified below within the designated time frames:

#### **F.3.1 DELIVERABLE SCHEDULE:**

All proposed work should be completed during business hours of 5:00AM-12:00AM and weekends (Saturday and Sunday) 5:00AM-12:00AM. Bidder shall submit 1 Monthly Report on Trash & Recyclables to the COTR.

### F.3.1.1

<b>Item Number</b>	<b>Deliverable</b>	<b>Quantity</b>	<b>Format/Method of Delivery</b>	<b>Due Date</b>	<b>Deliver To</b>
0001	Monthly Report on Trash	1	Electronic	Five (5) days after each month	COTR
0002	Monthly Report on Recyclables	1	Electronic	Five (5) days after each month	COTR

## F.4 PERFORMANCE

F.4.1 The anticipated performance schedule is as follows and is subject to change as required by the Courts:

### F.4.1.1

<b>Location</b>	<b>Container</b>	<b>Schedule</b>	<b>Days/Week</b>
H. Carl Moultrie Courthouse	30 Cu Yd. Open Top	M-F	5
H. Carl Moultrie Courthouse	30 Cu Yd. Compactor	M, W, F	3
DC Courts Building A	8 Cu Yd.	M, W, F	3
DC Courts Building B	8 Cu Yd.	M, W, F	3
DC Court of Appeals	8 Cu Yd.	M, W, F	3
DC Court of Appeals	8 Cu Yd. Recycling	M, W, F	3
DC Courts Warehouse	8 Cu Yd.	Th	1

## SECTION G -CONTRACT ADMINISTRATION DATA

### G.1 Payment/Invoices.

- A. The Courts will make invoice payments under the terms and conditions 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.
- B. 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 (contractor's) responsibility to be System for Awards Management (SAM) registered and in IPP. The vendors (contractors) must be SAM registered in order to register in IPP. The SAM website address is <https://www.sam.gov>.
- C. After contract and purchase order award, in order to receive payment, the Contractor must use the IPP website to register, access, and use IPP for submitting all invoice requests for payment(s). Assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email at [IPPCustomerSupport@discal.treasury.gov](mailto:IPPCustomerSupport@discal.treasury.gov) or by phone (866) 973-3131.
- D. Payment request means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, at a minimum, the Contractors' electronic invoice shall include the following information:
  - 1. Name and address of the Contractor,
  - 2. The purchase order number,
  - 3. Invoice date,
  - 4. Invoice number,
  - 5. Name of the Contracting Officer Technical Representative (COTR),
  - 6. COTR email address, and
  - 7. Description, quality, unit of measure, and extended price of the services or supplies actually rendered.
- E. Once the electronic invoice has been submitted through IPP, no later than two business days from the electronic submission, the Contractor must email and/or mail to the COTR a copy of the electronic invoice along with all the required supporting documentation as stated in the contract. The Contracting Officer's Technical Representative (COTR) shall review each electronic invoice for certification of receipt of satisfactory services prior to authorization of payment.

F. **Final Invoice**

The Contractor shall submit final electronic invoice (s) within thirty (30) days after the expiration of this contract. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement. The Contractor must contact the COTR in order to obtain a D.C. Courts Release of Claims form. Upon receipt of the form, the Contractor must complete and submitted the Release of Claims form as well as provide a copy of the final electronic invoice to the COTR.

G. **Tax Exempt**

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

H. **Prompt Payment Act**

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

- G.2            In addition, the Contractor shall complete **Attachment J.9 - District of Columbia Courts Release of Claims form and submit to the Contracting Officer.**
- G.3            **Audits:**
- G.3.1         At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor's invoices or vouchers and statements of costs audited. Any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the Court and a discrepancy of overpayment is found, the Court shall be reimbursed for said overpayment within thirty (30) days after written notification.
- G.4            **Contracting Officer and Contracting Officer's Technical Representative (COTR).**
- G.4.1         **Contracting Officer.** The District of Columbia Superior Court Contracting Officer who has the appropriate contracting authority is the only Court official authorized to contractually bind the Court through signing contract documents. All correspondence to the Contracting Officer shall be forwarded to:

Darlene D. Reynolds  
Procurement and Contracts Branch Manager  
Administrative Services Division  
District of Columbia Courts  
700 6th Street, N.W., Suite 1250  
Washington, D.C. 20001  
(202) 879-2872

- G.5.2 **Contracting Officer's Technical Representative (COTR):** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's performance or non-performance of the contract requirements. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract. The COTR shall be:

Brett Johnson  
Building Operations Manager  
Capital Projects & Facilities Management Division  
700 6th Street, N.W., 12<sup>th</sup> Floor  
Washington, D.C. 20001  
Brett.Johnson@dccsystem.gov  
(202)879-4261

- G.6 **Authorized Representative of the Contracting Officer.**

- G.6.1 The COTR will have the responsibility of ensuring that the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in this contract. It is understood and agreed that the COTR shall not have authority to make changes in the scope or terms and conditions of the contract.

- G.6.2 **THE RESULTANT CONTRACTOR IS HEREBY FOREWARNED THAT ABSENT THE REQUISITE AUTHORITY OF THE COTR TO MAKE ANY SUCH CHANGES, CONTRACTOR MAY BE HELD FULLY RESPONSIBLE FOR ANY CHANGES NOT AUTHORIZED IN ADVANCE, IN WRITING, BY THE CONTRACTING OFFICER, MAY BE DENIED COMPENSATION OR OTHER RELIEF FOR ANY ADDITIONAL WORK PERFORMED THAT IS NOT SO AUTHORIZED, AND MAY BE ALSO BE REQUIRED, AT NO ADDITIONAL COST TO THE COURTS, TO TAKE ALL CORRECTIVE ACTION NECESSITATED BY REASON OF THE UNAUTHORIZED CHANGES.**

## **SECTION H - SPECIAL CONTRACTS REQUIREMENTS**

### **H.1 Other Contractors**

The Contractor shall not commit or permit any act which will interfere with the performance of work done by any other Courts Contractor or by any Courts employee. If another contractor is awarded a future contract for performance of the required services, the original contractor shall cooperate fully with the Courts and the new contractor in any transition activities which the Contracting Officer deems necessary during the term of the contract.

### **H.2 Disclosure of Information**

H.2.1 Any information made available by the District of Columbia Courts shall be used only for the purposes of carrying out the provisions of this contract, and shall not be divulged nor made known in any manner to any person except as may be necessary in the performance of the contract.

H.2.2. In performance of this Contract, the Contractor agrees to assume responsibility for protection of the confidentiality of Courts records and that all work shall be performed under the supervision of the Contractor or the Contractor's responsible employees.

H.2.3 Each officer or employee of the Contractor to whom information may be available or disclosed shall be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions.

H.2.4 No information regarding the Contractor's performance of the contract shall be disclosed by the Contractor to anyone other than the District of Columbia Courts officials unless written approval is obtained in advance from the Contracting Officer.

### **H.3 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by Wage Determination No. 2015-4281, Revision No. 28, date of last revision: 12/26/2023, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Section J.11 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage



determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

#### **H.4 Rights in Data**

- H.4.1 "Data" as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost and pricing, or management information.
- H.4.2 The term "Technical Data" as used herein, means recorded information regardless of form or characteristic. It may, for example, document research, experimental, developmental work, or be used to define a design or process to produce, support, maintain, or update material or documentation. The data may be character, graphic or pictorial delineation in media such as drawings or photographs, text, or related design or performance type documentation. Examples of technical data include research data, documentation drafts, lists, specifications, profiles, standards, process sheets, manuals, and technical reports.
- H.4.3 The term "Computer Software" as used herein, means all computer programs and relational computer databases, "Computer Programs" as used herein are defined as a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. Computer programs include operating systems, assemblers, compilers, interpreters, database management systems, utility programs, sort/merge programs, and automatic data processing equipment (ADPE) maintenance diagnostic programs.
- H.4.4 All data first produced in the performance of any contract resulting from this solicitation process shall be the sole property of the District of Columbia Courts. The bidder hereby acknowledges that all data, including, without limitation, produced by the bidder for the process, are works made for hire and are the sole property of the District of Columbia Courts; but, to the extent any such data may not, by operation of law, be works made for hire, the Contractor shall transfer and assign to the Courts the ownership of copyright in works, whether published or unpublished. Further, the Contractor agrees to give the Courts all assistance reasonably necessary to perfect such rights, including but not limited to the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights at common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in any manner or form, authorize others to do so, without written consent of the District of Columbia Courts until such time as the Courts may release such data to the public.

- H.4.5 The Courts will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- H.4.6 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any Courts installation to which the computer may be transferred by the Courts;
- H.4.7 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- H.4.8 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- H.4.9 The restricted rights set forth in section H.3.5- H.3.8 are of no effect unless
- (i) the data is marked by the Contractor with the following legend:

**RESTRICTED RIGHTS LEGEND**

Use, duplication, or disclosure is subject to restrictions stated in Contract No. \_\_\_\_\_, with \_\_\_\_\_; and  
(Insert Contractor's Name)

(ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the Courts' rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the Courts of liability with respect to such unmarked software.

- H.4.10 In addition to the rights granted in Section H.3.5- H.3.8 above, the Contractor hereby grants to the Courts a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section H.3.5- H.3.8 above, under any copyright owned by the Contractor, in any work of authorship prepared

for or acquired by the Courts under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the Courts under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the Courts any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

- H.4.11 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, H.3, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the Courts' or the Contractor's rights in that subcontractor data or computer software which is required for the Courts.
- H.4.12 For all computer software furnished to the Courts with the rights specified in Section H.3.4, the Contractor shall furnish to the Courts, a copy of the source code with such rights of the scope specified in Section H.3.4. For all computer software furnished to the Courts with the restricted rights specified in Section H.3.5- H.3.8, the Courts, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the Courts under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- H.4.13 The Contractor shall indemnify and save and hold harmless the Courts, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- H.4.14 Nothing contained in this clause shall imply a license to the Courts under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the Courts under any patent.
- H.4.15 Paragraphs H.4.5- H.4.8, H.4.9, H.4.10, H.4.13 and H.4.14 above are not applicable to material furnished to the Contractor by the Courts and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

## **H.5 Key Personnel**

H.5.1 The personnel named in the technical proposal will remain responsible throughout the period of this contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval being granted by the Contracting Officer.

## **H.6 Data Sources**

H.6.1 The Courts will provide the successful Bidder all available data possessed by the Courts that relates to this contract. However, the successful Bidder is responsible for all costs for acquiring other data or processing, analyzing or evaluating Courts data.

## **H.6 Safeguards of Information**

H.6.1 Unless approved in writing by the Contracting Officer, the successful Bidder may not sell or give to any individual or organization any information, reports, or other materials given to, prepared or assembled by the successful Bidder under the final contract. The successful Bidder(s) must maintain all records in compliance with federal and state laws and regulations.

## **H.8 Access to and Inspection of Work**

H.8.1 The Courts' Representatives will, at all times, have access to the work being performed under this contract wherever it may be in progress or preparation.

## **H.9 Americans with Disabilities Act Requirements**

H.9.1 The Courts is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all Courts programs, activities and services. Government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any Courts contractual agreement must make the same commitment. Your acceptance of this contract acknowledges your commitment and compliance with ADA.

## **H.10 News Release by Vendors**

H.10.1 As a matter of policy, the Courts do not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation will not be made by a contractor without the prior written approval of the Courts. All proposed news releases shall be routed to the Contracting Officer for review and approval.

## **H.11 Security Requirements**

H.11.1 All vendor employees and sub-contractors of the vendor, who intend to work on the site for this project must undergo and pass a security clearance administered by the District of Columbia Courts prior to accessing the work site and beginning any work.

## **H.12 Contractor Management Responsibility (MAR 2010)**

H.12.1 The Contractor shall appoint a Project Manager who will be the Contractor's Authorized Representative for technical and administrative performance of all services required hereunder. The Project Manager shall provide the single point of contact through which all Contractor/Court communications, work and technical direction shall flow. The Project Manager will be present at scheduled deliverables presentations and responsible for insuring that any requested changes be made to the final product. The Contractor shall identify the Project Manager, in writing, within 5 days of contract award.

## **H.13 Suspension of Work (Mar 2010)**

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

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

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

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

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

**H.14 Court Delay of Work (MAR 2010)**

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

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

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

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

**H.15 Safety Precautions (MAR 2010)**

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

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

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

**H.16 Use of Premises (MAR 2010)**

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

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

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

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

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

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

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

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

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

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

(2) Noises or disturbances.

#### **H.17 Access to Building (MAR 2010)**

(a) Contractor will be given access to the building, except secure areas or where work is specified to be performed at specified periods.

(b) Contractor will be given access to buildings only on Monday through Friday of each week.

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

with the COTR.

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

## **H.18 Availability of Funds for The Next Fiscal Year (MAR 2010)**

H.18.1 This contract shall be terminated if funds are not made available for the continuation of the contract in any fiscal year covered by the contract. The Court's obligation for performance of this contract beyond this fiscal year is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Courts for any payment may arise for performance under this contract beyond this fiscal year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

## **H.19 Subcontracts (MAR 2010)**

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

## **H.20 Publicity**



H.20.1 The Contractor shall at all times obtain the prior written approval from the Court's Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

**H.21 Protection of Property:**

H.21.1 The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

**H.22 Liability**

H.22.1 The Contractor shall hold the District of Columbia free of any damages resulting from consumption of products delivered under this contract, when such damages are attributed to foreign material or other defects in products delivered by the Contractor.

**H.23 Data Sources**

H.23.1 The Courts will provide the successful Bidder all available data possessed by the Courts that relates to this contract. However, the successful Bidder is responsible for all costs for acquiring other data or processing, analyzing or evaluating Courts data.

**H.24 Safeguards of Information**

H.24.1 Unless approved in writing by the Contracting Officer, the successful Bidder may not sell or give to any individual or organization any information, reports, or other materials given to, prepared or assembled by the successful Bidder under the final contract. The successful Bidder(s) must maintain all records in compliance with federal and state laws and regulations.

**H.25 Access to and Inspection of Work**

H.25.1 The Courts' Representatives will, at all times, have access to the work being performed under this contract wherever it may be in progress or preparation.

**H.26 Prompt Payment Act**

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

## **PART II**

### **SECTION I - CONTRACT CLAUSES**

**I.1 Applicability of General Provisions Applicable to the DC Courts Contracts.**

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

**I.2 Restriction On Disclosure and Use of Data.**

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

**I.3 Ethics in Public Contracting.**

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

**I.4 Disputes.**

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

**I.5 Laws and Regulations.**

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

**I.6 Non-Discrimination.**

The Contractor agrees that it will comply with the nondiscrimination requirements set forth in DC Code, Section 2-1402.11( Supp. 2006) which will be incorporated into any contract awarded. The Contractor agrees to comply with requests from the Courts to support the Contractor's adherence to this section.

**I.7 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 Contractor involving transactions related to the contract.

**I.8 Record Keeping.**

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

**I.9 Subcontracts.**

None of the Contractor's work or services hereunder may be subcontracted by the Contractor to any subcontractor without the prior, written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement which the Courts shall have the rights to review and approve prior to its execution. Notwithstanding any such subcontractor approved by the Court, the Contractor shall remain liable to the Courts for all contractors' work and services required hereunder.

**I.10 Protest.**

I.10.1 Any aggrieved person may protest this solicitation, award or proposed contract award in accordance with Chapter 8 of the Procurement Guidelines of the District of Columbia Courts. Protest shall be filed in writing, within ten (10) working days after the basis of the protest is known (or should have been known), whichever is earlier with the Contracting Officer at:

I.10.1.1 Administrative Services Division  
District of Columbia Courts  
700 6th Street, N.W., Suite 1223  
Washington, DC 20001

I.10.2 A protest shall include the following:

I.10.2.1 Name, address and telephone number of the protester;

I.10.2.2 solicitation or contract number;

I.10.2.3 Detailed statement of the legal and factual grounds for the protest, including copies of relevant documents;

I.10.2.4 Request for a ruling by the Contracting Officer; and

I.10.2.5 Statement as to the form of relief requested.

**I.11            Debriefing (MAR 2010)**

I.11.1            An unsuccessful Bidder may request a debriefing by submitting a written request to the Contracting Officer at the address specified in I.11 above within (3) calendar days from the date of receipt of the notification of award.

**I.12            Insurance**

**I.12.1          General Requirements**

The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer giving the evidence of required coverage prior to commencing work under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of that insurer(s) have been provided to and accepted by the Contracting Officer. 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-VIII or higher. All insurance shall set forth the District of Columbia Courts as an additional insured. The policies of insurance shall provide for at least thirty (30) day written notice to the District of Columbia Courts prior to their termination or material alteration. The Contractor shall require all subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) days prior written notice in the event that a stated limit in the declaration page is reduced via endorsement or the policy is cancelled prior to the expiration date shown on the certificate. The Contractor shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

**I.12.1.1        Automobile Liability Insurance**

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

**I.12.1.2        Workers' Compensation Insurance**

The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in

which the contract is performed.

**I.12.1.3 Employer's Liability Insurance**

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

**I.12.2 Duration**

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

**I.12.3 Liability**

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

**I.12.4 Measure of Payment**

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

**I.12.5 Notification**

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

**I.12.6 Certificates of Insurance**

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

**Kiana Green**  
Senior Contract Specialist

700 6 Street NW  
12<sup>th</sup> floor  
Washington, DC 20001  
Phone: (202)879-7718  
Kiana.Green@dccsystem.gov

I.12.7 **Disclosure of Information**

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

I.13 **Cancellation Ceiling**

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

I.14 **CONTINUITY OF SERVICES (MAR 2010)**

(a) The Contractor recognizes that the services under this contract are vital to the Courts and must be continued without interruption and that, upon contract expiration, a successor, either the Courts or another contractor, may continue them. The Contractor agrees to-

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and

consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

I.16

**Time**

Time, if stated in number of days, will include Saturdays, Sundays, & holidays, unless otherwise stated herein.

**PART III**  
**LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**  
**SECTION J - LIST OF ATTACHMENTS**

- J.1           General Provisions Applicable to D.C. Courts Contracts**
- J.2           Anti-Collusion Statement**
- J.3           Ethics in Public Contracting**
- J.4           Non-Discrimination**
- J.5           Certification of Eligibility**
- J.6           Tax Certification Affidavit**
- J.7           Certification Regarding a Drug-Free Workplace**
- J.8           District of Columbia Courts Release of Claims**
- J.9           Past Performance Evaluation Form**
- J.10          Wage Determination No. 2015-4281 Rev 28**
- J.11          Supplier Information Form DCCSF**



## PART IV

### REPRESENTATIONS AND INSTRUCTIONS

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

- K.1           **Certification Regarding a Drug-Free Workplace.**
- K.1.1        Definitions. As used in this provision:
- K.1.1.1      "Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C.) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.
- K.1.1.2      "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
- K.1.1.3      "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.
- K.1.1.4      "Drug-free workplace" means the site (s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
- K.1.1.5      "Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct costs employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.
- K.1.1.6      "Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.
- K.1.2        By submission of its offer, the offeror, if other than an individual who is making an offer that equals or exceeds \$25,000.00, certifies and agrees, that with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will - no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration, or as soon as possible for contract of less than 30 calendar

days performance duration, but in any case, by a date prior to when performance is expected to be completed.

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

- (i) Take appropriate personnel action against such employee, up to and including termination; or
- (ii) Require such employee to satisfactorily participate in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

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

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

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

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

K.1.6 **CERTIFICATION REGARDING A DRUG-FREE WORKPLACE**

\_\_\_\_\_  
 Print Name of Authorized  
 Representative

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Signature of Authorized  
 Representative

## REPRESENTATIONS AND INSTRUCTIONS

### SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

#### L.1 **Bid Submission and Identification:**

L.1.1 The District of Columbia Courts will not accept a facsimile copy of a bid as an original. Unless specifically authorized in the solicitation, the District of Columbia Courts shall not accept telegraphic bids.

L.1.2 The bidder shall conspicuously mark on the outside of the bid package the name and address of the bidder and the following:

***Solicitation Number: DCSC-24-IFB-198***

***Caption: DC Courts Trash and Recyclable Materials Collection***

***Bid Opening Date & Time: April 3, 2024, 12:00 p.m., EST.***

#### L.1.3 **Confidentiality of Submitted Information:**

L.1.3.1 Bidders who include in their bids data that they do not want disclosed to the public or used by the District of Columbia Courts except for use in the procurement process shall mark the title page of the bid document with the following legend:

L.1.3.1.1 *"This bid includes data that shall not be disclosed outside the District of Columbia Courts and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process."*

L.1.3.2 The specific information within the *bid* which the bidder is making subject to this restriction announced on the title page must be noted on the individual pages which contain it. The bidder shall mark each page containing confidential information or data it wishes to restrict with the following text:

L.1.3.2.1 *"Use or disclosure of data contained on this page is subject to the restriction on the title page of this bid".*

L.1.3.3 Note that the District of Columbia Courts shall have the right to duplicate, use, or disclose the data to the extent consistent with the Court's internal needs in the procurement process. The Courts may, without permission of the bidder, use, without restriction, information contained in this *bid* package if it is obtained from another source.

#### L.1.4 **Bidders must submit their bids via e-mail to the following e-mail address:**

District of Columbia Courts  
Administrative Services Division  
Procurement and Contracts Branch  
Kiana Green  
Senior Contract Specialist  
[Kiana.Green@dccsystem.gov](mailto:Kiana.Green@dccsystem.gov)

**L.2 Bid Information and Format:**

L.2.1 At a minimum, each bid submitted in response to this CSB shall include sections, as set forth below, which address the approach for the work described in Section "C" - Description/Specifications/Statement of Work. The bid 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 bidder and its key personnel. Failure to address adequately any of these areas may result in the bid being eliminated from consideration for award.

L.2.2 Bids shall be prepared simply and economically, providing a straightforward, concise delineation of bidder's capabilities to satisfy the requirements of this CSB. Fancy bindings and colored displays or promotional material are not desired or preferred, but pages must be numbered. **Each bidder shall submit one (1) original copy of the completed bid via e-mail. Each bid shall be properly indexed and include all information requested in the solicitation.**

**L.2.3 General Information:**

L.2.3.1 In this section of the **bid**, the **bidder** shall provide a brief description of its organization, including:

L.2.3.1.1 Ownership structure;

L.2.3.1.2 Ownership by foreign corporation with an interest exceeding five (5) percent;

L.2.3.1.3 Describe in detail any local organization presence and its relationship with other localities;

L.2.3.1.4 Name, Address, Telephone Number and Federal Tax Identification Number or Social Security Number of the bidder;

L.2.3.1.5 Whether the bidder is a corporation, joint venture, partnership (including type of partnership) or individual;

- L.2.3.1.6 Articles of incorporation, partnership or joint venture agreement;
- L.2.3.1.7 **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. If the bidder is a corporation or partnership and does not provide a copy of its license, registration certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements;**
- L.2.3.1.8 If the **bidder** is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements; and
- L.2.3.1.9 Name, address, and current phone number of bidder's contact person.
- L.2.4 **Experience, Qualifications and Resumes:**
  - L.2.4.1 Documentation indicating the capabilities and experience with same or similar type of service.
  - L.2.4.2 **Three (3) letters of reference to include information about previously performed District or federal or private contracts providing similar and/or like services, inclusive of dates, contract amount, address and telephone number of the contract administrator. Each reference letter shall address client's satisfaction with bidder's performance and deliverables on similar projects.**
- L.2.5 **Disclosure**

This section of the bid shall include the disclosure information described below:

  - L.2.5.1 Disclosure details of any legal action or litigation past or pending against the **bidder**;
  - L.2.5.2 A statement that the **bidder** knows of no conflict between its interests and those of the District of Columbia Courts; and further that the **bidder** knows of no facts or circumstances that might create the appearance of a conflict between its interests and those of the District of Columbia Courts; and
  - L.2.5.3 Documentary evidence (e.g. certificates) that the **bidder** is authorized to conduct business in the District, and the **bidder** is current in its tax obligation to the District of Columbia.
- L.3 **Bid Price**

L.2.3.1 The bid price must be submitted using the format provided in Section "B.3" of this CSB. The price furnished by the **bidder** shall be itemized for the services set forth in Section B.3 and Section C. The **bidder's** price bid shall become a part of the awarded contract. The **bidder's** price bid shall include all costs for the required services. This pricing information will also be used for evaluation purposes.

**L.4 Bid Submission Date and Time, Late Submission, Modifications and Withdrawals:**

L.4.1 Bids shall be submitted no later than the date and time specified in the solicitation. Bids, modifications to bids, or requests for withdrawal that are received in the designated Courts office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

L.4.1.1 The bid or modification was sent by registered or certified mail no later than the fifth (5th) calendar day before the date specified for receipt of bids;

L.4.1.2 The bid or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the Courts after receipt; or

L.4.1.3 The bid is the only bid received.

L.4.2 The only acceptable evidence to establish the date of a late bid, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown in the postmark, the bid shall be considered late unless the **bidder** can furnish evidence from the postal authorities of timely mailing.

L.4.3 A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

L.4.4 A late modification of a successful bid which makes its terms more favorable to the Courts shall be considered at any time it is received and may be accepted.

L.4.5 A late bid, late modification or late withdrawal of **bid** that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful bids resulting from this solicitation.

**L.5 Explanation to Prospective Bidders:**

L.5.1 Questions concerning this Request for Bids **must be directed by e-mail to:**

Kiana Green, Senior Contract Specialist  
Procurement and Contracts Branch  
Administrative Services Division  
District of Columbia Courts  
E-mail address: [Kiana.Green@dccsystem.gov](mailto:Kiana.Green@dccsystem.gov)

L.5.2 **Any prospective bidder desiring an explanation or interpretation of this solicitation must request by e-mail by 2:00 PM, March 27, 2024.** Requests should be directed to the procurement contact person at the address listed in Section L.5.1. Any substantive information given to a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to any other prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

**L.6 Changes to the IFB:**

L.6.1 The terms and conditions of this IFB may only be modified by written addenda issued by the Contracting Officer, any oral representations to the contrary notwithstanding.

**L.7 Contract Award:**

L.7.1 **A CONTRACT WILL BE AWARDED TO THE RESPONSIBLE AND RESPONSIVE BIDDER WHOSE BID MEETS THE REQUIREMENTS SET FORTH IN THIS CSB AND IS THE TOTAL LOWEST (BASE YEAR AND ALL OPTION YEARS ADDED TOGETHER) BID PRICE.**

L.7.2 **PROSPECTIVE BIDDERS MUST BID IN AGGREGATE TO BE CONSIDERED FOR AWARD.**

**L.8 Cancellation of Award**

L.8.1 The District of Columbia Courts reserve the right, without liability to the Court, to cancel the award of any contract at any time prior to the approval of a formal written contract.

**L.9 Official Bid**



L.9.1 Bids signed by an agent shall be accompanied by evidence of that agent's authority unless that evidence has been previously furnished to the Contracting Officer.

**L.10 Certifications, Affidavits and Other Submissions**

L.10.1 Bidders shall complete and return with their **bid** the Representations and Certifications (Section A and Attachment J.2 - Anti-Collusion Statement, Attachment J. 3- Ethics in Public Contracting, Attachment J.4 - Non-Discrimination, Attachment J.5 - Certification of Eligibility, Attachment J.6 - Tax Certification Affidavit, Attachment J.7 - Certification of a Drug-Free Workplace, Attachment J.9- Past Performance Evaluation Form, & Attachment J.11 Oracle Supplier Request Form).

**L.11 Retention of Bids**

L.11.1 All bid documents shall be the property of the District of Columbia Courts and retained by the Courts, and therefore will not be returned to the bidders. One (1) copy of each bid 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 bid will become a part of the official file on this matter without obligation on the part of the Courts except as to the disclosure restrictions contained in Section L.1.3.

**L.12 Public Disclosure under FOIA:**

L.12.1 Trade secrets or proprietary information submitted by a bidder 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 bidder 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 bidder's entire bid is proprietary will have not effect whatsoever.

**L.13 Examination of Solicitation:**

L.13.1 Bidders are expected to examine the Statement of Work and all instructions and attachments in this solicitation. Failure to do so will be at the bidder's risk.

**L.14 Acknowledgment of Amendments:**

L.14.1 Bidders 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 bid; or (c) letter. The District of Columbia Courts must receive the acknowledgment by the date and time specified for receipt of bids. Bidder's failure to acknowledge an amendment may result in rejection of the bid.

**L.15 Right to Reject Bids:**

L.15.1 The Courts reserves the right to reject, in whole or in part, any and all bids received as the result of this **CSB**.

**L.16 Bid Preparation Costs**

L.16.1 Each bidder shall bear all costs it incurs in providing responses to this **IFB** and for providing any additional information required by the Courts to facilitate the evaluation process. The successful bidder shall also bear all costs incurred in conjunction with contract development and negotiation.

**L.17 Prime Vendor's Responsibilities**

L.17.1 Each bidder may propose services that are provided by others, but any service(s) proposed must meet all of the requirements of this **IFB**.

L.17.2 If the bidder's bid includes services provided by others, the bidder will be required to act as the prime Vendor for all such items and must assume full responsibility for the procurement, delivery and quality of such services. The Vendor will be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of this **IFB**.

**L.18 Contract Type:**

L.18.1 This is a Firm-Fixed unit Price contract.

**L.19 Failure to Respond to Solicitation:**

L.19.1 In the event that a prospective bidder does not submit a bid in response to the solicitation, the prospective bidder should advise the Contracting Officer by letter or postcard whether the prospective bidder wants any future solicitations for similar requirements. If the prospective bidder does not submit a bid for three successive **bid** openings and does not notify the Contracting Officer that future solicitations are desired, the prospective bidder's name may be removed from applicable mailing list.

**L.20 Signing Bids and Certifications:**

L.20.1 Each bidder must provide a full business address and telephone number of the

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

**L.21 Errors in Bids:**

L.21.1 Bidders shall fully inform themselves as to all information and requirements contained in the solicitation. Failure to do so will be at the bidder's risk. In the event of a discrepancy between the unit price and the extended price, the unit price shall govern.

**L.22 Authorized Negotiators**

L.22.1 The bidder shall include in its bid a statement indicating those persons authorized to negotiate on the bidder's behalf with the District of Columbia Courts in connection with this Request for bids: (list names, titles, and telephone numbers of the authorized negotiators). Bidders are expected to examine the Statement of Work and all instructions and attachments in this solicitation. Failure to do so will be at the bidder's risk.

**L.23 RESERVED**

**L.24 Acceptance Period**

L.24.1 The Bidder agrees to keep its bid open for a period of one hundred and twenty (120) days from the date specified for the submission of bids.

## SECTION M - EVALUATION FACTORS

### **M.1 Prospective Vendor's Responsibility**

- M.1.1 In order to receive an award under this **IFB**, the Court's Contracting Officer must determine that the prospective Vendor has the capability in all respects to perform fully the contract requirements. To be deemed responsible, a prospective vendor must establish that it has:
- M.1.1.1 Financial resources adequate to perform the contract, or the ability to obtain them;
  - M.1.1.2 Ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
  - M.1.1.3 A satisfactory record of performance;
  - M.1.1.4 The necessary organization, experience, accounting and operational control, and technical skills, or the ability to obtain them;
  - M.1.1.5 Compliance with the applicable District licensing, tax laws, and regulations;
  - M.1.1.6 The necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and
  - M.1.1.7 Other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
  - M.1.1.8 The Courts reserves the right to request from prospective vendor information necessary to determine the prospective vendor's responsibility. Information is to be submitted upon the request of the Courts within the time specified in the request. Failure of a bidder to comply with a request for information may subject the bidder's bid to rejection on responsibility grounds. If a prospective vendor fails to supply the requested information, the Court's Contracting Officer shall make the determination of responsibility or non-responsibility based on available information. If the available information is insufficient to make a determination of non-responsibility, the Court's Contracting Officer shall determine the bidder to be non-responsible.

END SOLICITATION