

<b>SOLICITATION, OFFER, AND AWARD</b>		DC Courts Campus Wide – Indoor Air and Water Quality Testing			Page of Pages 1   43		
2. Reference Number		3. Solicitation Number <b>DCSC-20-IFB-141</b>		4. Type of Solicitation <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP)		5. Date Issued 09/14/2020	
6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside		7. Issued By District of Columbia Courts Capital Project Facilities Management Division 616 H Street, N.W., Room 622 Washington, DC. 20001		8. Address Offer to: District of Columbia Courts Administrative Services Division Procurement and Contracts Branch 701 7 <sup>th</sup> Street, N.W., Suite 615 Washington, D.C. 20001 ATTN: Kenneth L Evans Jr			
NOTE: In the sealed bid, solicitations "offer" or "Contractor" means "bid or "bidder."							

**SOLICITATION**

9. THE DISTRICT OF COLUMBIA COURTS REQUIRES PERFORMANCE OF THE WORKS DESCRIBED IN THESE DOCUMENTS (Title, date)  
 A Pre-Proposal Tele Conference will be held on **September 22, 2020, at 10:00 AM** local time. Site Visit will be held on the same date at 1:00 PM  
 Offerors shall provide the following information no later than **September 21, 2020 @3:00 PM**, for all participants to (e-mail): [Kenneth.Evans@dcsc.gov](mailto:Kenneth.Evans@dcsc.gov) to participate in the conference call  
 a) Full name of the attendee b) Name of the company the attendee is affiliated with c) and email address

10. The Contracting Officer shall issue the Notice to Proceed no later than **90** calendar days after contract award.

11. THE CONTRACTOR MUST FURNISH ANY REQUIRED BID, PERFORMANCE, PAYMENT AND WARRANTY BONDS  
**Bid Bond** Yes \_\_\_ No X \_\_\_ NA % of the total amount of their proposal  
 Performance and Payment Bond Yes \_\_\_ No X \_\_\_ 100 % Within 5 Calendar days after receiving the notice to proceed  
 Warranty Bond Yes \_\_\_ No X \_\_\_ NA % Within NA Calendar days after final acceptance

12. ADDITIONAL SOLICITATION REQUIREMENTS:  
 a. Sealed offers in original and 3 copies to perform the work required are due at the place specified in Item 8 by **October 05, 2020, at 3:00 PM** (date).  
 b. Proposals shall be submitted in one parts, titled " Proposal".  
 c. A separate electronic copy of the entire proposal should accompany the package.  
 d. Sealed envelopes shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.  
 e. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

**CAUTION: See Section L.1.2—Proposal submission date and time, and late submissions, late modification, withdrawal or modification of proposals and late proposals. All offers are subject to all terms & conditions contained in the solicitation**

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

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

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

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

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

All written communications regarding this solicitation should be **addressed** to the Contracting Officer at the mailing address listed on page 1. All communications should be **directed** by e-mail to: [Kenneth.Evans@dcsc.gov](mailto:Kenneth.Evans@dcsc.gov)

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

- B.1** DC Superior Court is seeking a qualified Contractor to perform indoor air and water quality testing within all locations noted in Section C.2. The testing shall be conducted every three months (total four tests).
- B.2** This is an invitation for bid (IFB). Award will be made to the lowest Responsible/Responsible bidder
- B.3** **PRICE**

The Contractor shall perform all efforts in accordance with the requirements of this contract for the FFP below and as further specified in the Contractor's pricing proposal. This FFP shall include all direct labor, materials, communication, production and other direct costs as well as all indirect costs, subcontractor costs, commissions, and any other profit and expenses for which the Contractor expects payment. No additional charge shall be made by the Contractor for the requirements of this Contract, including source and documentation, error correction, or expense for any other materials or services to be performed hereunder unless specified otherwise. The Contractor shall also guarantee said offered price and itemized pricing, free from any change, for one hundred twenty days from the date of the submission of its proposal. The options will or will not be exercised at the time of the award.

**B.4** **PRICE SCHEDULE**

**Refer to Attachment K.1 for Unit Price Breakdown**

**B.5** **ADDITIONAL PRICING INCLUSIONS**

- B.5.1** The Contractor shall provide dedicated Project Management throughout the duration of the project for such items including, but not limited to, site walkthroughs and periodic progress meetings.
- B.5.2** The Contractor shall provide a project Superintendent throughout the duration of the project.

**B.6** **AUTHORIZED WORK DAY / WEEK**

- B.6.1** The Contractor should build their construction schedule reflect weekday work from 6 PM to 6 AM (Monday-Friday). Some work will be required to be performed on the weekend. Weekend work will require a work plan to be submitted and approved in advance. Weekend hours are typically 7 AM-7 PM unless limited or prohibited by Court's weekend activities.
- B.6.2** Legal holidays: No work shall be done at any time on legal holidays.

New Year's Day  
 Birthday of Martin Luther King, Jr.  
 President's Day  
 Inauguration Day  
 D.C. Emancipation Day  
 Memorial Day

Independence Day  
 Labor Day  
 Indigenous Peoples' Day  
 Veterans Day  
 Thanksgiving Day  
 Christmas Day

- B.6.3 Weekend and Weekday Overtime work hours; contractor must advise and receive approval from COTR prior to need for overtime hours and coordinate with security. Security is also needed for entrance into any secure area.

END SECTION B

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

### C. STATEMENT OF WORK

- C.1 DC Superior Court is seeking a qualified Contractor to perform indoor air quality testing and drinking water quality testing in Courts building listed in C.2. **The testing shall be conducted every three months (total four times for this 12-month contract).** In addition, on-call services of a Certified Industrial Hygienist Subject Matter Expert (SME) versed in COVID-19 and other airborne infectious diseases is requested.

### C.2 SERVICE LOCATIONS

Services are to be performed at the following District of Columbia Courts' facilities:

1. 500 Indiana Ave., NW, Washington, D.C. 20001 - 909,400 gross square feet (GSF)
2. 410 E. Street, NW, Washington, D.C. 20001 – 54,000 GSF
3. 430 E. Street, NW, Washington, D.C. 20001 – 146,550 GSF
4. 510 4th Street, NW, Washington, D.C. 20001 – 122,500 GSF
5. 515 5th Street, NW, Washington, D.C. 20001 – 123,900 GSF

The building floor plans will be provided to the successful bidder at the time of award.

### C.3 PREBID CONFERENCE/SITE VISIT

On **September 22, 2020**, at **1:00 PM**, 616 H Street, NW, Washington, DC, Suite 617 the COTR will conduct a Pre-bid and walk through of each location listed in Section C.2 above, to give any potential bidder an opportunity to better familiarize himself with the scope of work. While attendance is not mandatory, it is recommended. Lack of attendance shall not be grounds for later protest.

- C.4 **SCOPE OF WORK:** Scope of work shall include Indoor air quality testing and drinking water testing and reporting every three months.

- A. **INDOOR AIR QUALITY (IAQ) TESTING:** A certified Environmental Engineering contractor is requested to provide Airborne Fungal sampling throughout representative areas of the facilities listed in section C.2. Sampling shall be conducted in representative areas of each Air-Handling Unit (AHU) Zone on each floor.

The scope of work includes:

- 1) Contractor shall use direct-reading instruments to measure the comfort parameters i.e. temperature, relative humidity, carbon dioxide and carbon monoxide in the designated sampling areas for comparison with guidelines established by the American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE) (150 locations anticipated).

- 2) Contractor shall perform mold spore trap air samples collections to characterize total airborne fungal spores using Allergenco-D cassettes. One (1) sample shall be collected from each AHU Zone per floor, and one (1) sample shall be collected outside of the building to provide a baseline for comparison (75 samples anticipated). Samples shall be analyzed on a 72-hour turnaround (from the receipt of samples at the laboratory).
- 3) Contractor shall prepare IAQ report.
- 4) In addition, Contractor shall budget an allowance for providing 250 on-call service hours of a Certified Industrial Hygienist Subject Matter Expert (SME) versed in COVID-19 and other airborne infectious diseases to support the Courts' internal facilities panel discussions. SME's allowance shall include two thousand dollars (\$ 2,000) for sampling and testing of air and surfaces.
- 5) Contractor shall be responsible for coordinating with the Engineering division and building occupants through the Project Manager to ensure that there is minimum interruptions to the Courts' daily operations.

B. DRINKING WATER QUALITY TESTING: A certified Environmental Engineering firm is further requested to provide drinking water sampling from representative areas of the facilities listed in section C.2. Sampling shall be conducted at selected locations throughout the building (50 water samplings anticipated).

The scope of work shall include:

- 1) Contractor shall collect samples from designated drinking water sources (drinking water fountains, hand sinks, kitchen sinks, etc.) after the sources have been properly isolated for analysis of lead and copper content, and total coliforms (bacterial contamination) for comparison with guidelines established by Environmental Protection Agency (EPA).
- 2) Contractor shall prepare drinking water testing report.
- 3) Contractor shall be responsible for coordinating with the Engineering division and building occupants through the Project Manager to ensure there is be minimum interruptions to the daily Court operations.

#### C. QUALIFICATIONS

- 1) The Contractor shall be qualified in all necessary environmental engineering disciplines.
- 2) Analysis is to be done by an AIHA accredited laboratory or by a calibrated direct reading meter.
- 3) Contractor shall have minimum five (5) years of experience providing the services requested
- 4) Contractor Project Manager shall have minimum ten (10) years of experience.
- 5) The scope of services shall also include any other specialty disciplines necessary to complete the scope of work.
- 6) All work is anticipated to be performed during normal working hours.

**D. DELIVERABLES**

The Contractor shall provide:

- a. An email summary of the progress, visual observations and direct-read measurements collected within 48 hours of completion of the IAQ field sampling.
- b. An email within 48 hours of receipt of IAQ laboratory analytical results which summarizes the results and includes the lab report as an attachment.
- c. Submit Draft IAQ Assessment Report that itemizes the findings and any recommendations within ten (10) days of receiving the laboratory reports.
- d. Submit Draft Drinking Water Testing Report that itemizes the laboratory analytical findings and any recommendations within ten (10) days of receiving the laboratory reports.
- e. Submit Final IAQ Report and Water Quality Report with recommendations within two (2) business days following the receipt of comments from the Courts. Report shall graphically identify the locations where the test samples were taken.

END SECTION C

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

**SECTION D - PACKAGING AND MARKING**

This section is not applicable to this solicitation.

END SECTION D

**SECTION E - INSPECTION AND ACCEPTANCE****E.1 INSPECTION OF SERVICES**

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

END SECTION E



## SECTION F - DELIVERIES AND PERFORMANCE

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

F.1.1 The term of the contract shall be for **one year** from the date of contract award. The date of award shall be the date the Contracting Officer signs the contract document.

### F.2 **Estimated Period of Performance: From October 2020 to October 2021.**

### F.3 **Commencement of Work:**

The start work date will be mutually agreed upon by the COTR and the Contractor

### F.4 **Deliverables:**

F.4.1 All Deliverables shall be in a form and manner acceptable to the Courts. The Contractor shall provide to the Contract Officer's Technical Representative (COTR) the deliverables specified below within the designated time frame(s):

F.4.2 The Contractor shall submit, to the COTR, an acceptable schedule to reflect all activities, durations and phasing within three (3) days of notice of award.

F.4.3 The COTR shall respond to the schedule submission, in writing and within two (2) days of submission.

#### **F.4.4 PROPOSAL DOCUMENTS DELIVERABLES**

All bidders are expected to prepare documentation supporting all of the following deliverables:

- RFQ response package
  - Work Plan
  - Pricing

END SECTION F

## SECTION G -CONTRACT ADMINISTRATION DATA

### G.1 Payment/Invoices

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

invoice for certification of receipt of satisfactory services prior to authorization of payment.

G.1.7 The invoice form to be reported with the following elements:

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

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

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

BY: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 DATE: \_\_\_\_\_

**G.2 Prompt Payment Act**

G.2.1 The Courts will pay interest (late charge) on each electronically receipted and approved invoice pursuant to the Prompt Payment Act, 31 U.S.C. 3901 et seq.

**G.2.2 Tax Exempt**

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

**G.3 BILLING/ PAYMENT CERTIFICATION**

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

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

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

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

- (1) The Contractor's request for progress payments shall include the following substantiation:
  - (i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.
  - (ii) A listing of the amount included for work performed by each subcontractor under the contract.
  - (iii) A listing of the total amount of each subcontract under the contract.
  - (iv) A listing of the amounts previously paid to each such subcontractor under the contract.
  - (v) Additional supporting data in the form and detail required by the Contracting Officer.
  - (vi) The release of Lien from Contractor & 2<sup>nd</sup> tier releases from Sub-subs.
  
- (2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if --
  - (i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

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

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

1. This schedule shall allocate the entire Contract Sum among the various portions of the Work;
2. The **approved** cost loaded schedule shall be prepared in such form and supported by such data to substantiate its accuracy as the Courts may be required to perform an earned value management analysis;
3. This schedule, unless objected to by the Courts, shall be used as a basis for reviewing the Contractor's Applications for Payment. See **Attachment J.17.**
4. The Contractor should thoroughly review their cost-loaded schedule prior to submission to the Courts to ensure the identified costs accurately reflect the true costs of each cost-loaded activity.

**G.3.6.1** In the event DC Courts choose to delete specific portions of work; these identified and approved costs will be the firm costs deleted from the contract scope of work. The Contractor will not be allowed to modify these costs at a later date when determining potential contract cost credits.

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

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

1. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of **Ten percent (10.00%)** to be modified. Pending final determination of cost to the Contracting Officer of changes in the Work, amounts not in dispute shall be;
2. And that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the

completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of **Ten percent (10.00%)**;

3. Subtract the aggregate of previous payments made by the Owner; and
4. Subtract amounts, if any, for which the Courts has withheld or nullified a Certificate for Payment.

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

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

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

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

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

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

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

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the

proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code;

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

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

---

(Name)

---

(Title)

---

(Date)

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

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

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

- (1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or
- (2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

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

#### **G.4 FINAL PAYMENT**

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

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

#### **G.5 PAYMENT TO SUBCONTRACTORS**

G.5.1 The Contractor must take one of the following actions within seven (7) days of



receipt of any amount paid to the Contractor by the Courts for work performed by any subcontractor under this contract:

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

G.5.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before the 15<sup>th</sup> day after the required payment date for any other services.

G.5.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.5.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the Courts is a party. The Courts may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

#### **G.5.5 Subcontract requirements**

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

### **G.6 AUDITS**

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

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

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

Geoffrey Mack  
Contracting Officer  
District of Columbia Courts  
616 H Street, N.W., Suite 616  
Washington, D.C. 20001

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

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

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

**G.8 AUTHORIZED REPRESENTATIVE OF THE CONTRACTING OFFICER**

**G.8.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.

**G.8.2** The Contractor shall not comply with any order, directive or request that changes or modify the requirements of this contract, unless issued in writing and signed by the CO.

**G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

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

**G.9.1** The COTR is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The COTR has the responsibility of ensuring the work conforms to the requirements of the contract and such

other responsibilities and authorities as may be specified in the contract. These include:

- a. Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
  - b. Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.
  - c. Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Cognizant Technical Officer" with a copy furnished to the Contracting Officer.
  - d. Issue written interpretations of technical requirements of Government drawings, designs, and specifications.
  - e. Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.
  - f. Obtain necessary permits and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government-furnished property is available when required.
- G.9.2 Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
- G.9.3 Coordinating site entry for Contractor personnel, if applicable;
- G.9.4 Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
- G.9.5 Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the Courts payment provisions; and
- G.9.6 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- G.9.7 The address and email of the COTR is:

James Vaughan  
 Capital Projects and Facilities Management Division  
 616 H Street, N.W., Suite 622  
 Washington, D.C. 20001

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

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

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

END SECTION G

## **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 office or employee of the Contractor to whom information may be available or disclosed shall be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions.
- H.2.4 No information regarding the Contractor's performance of the contract shall be disclosed by the Contractor to anyone other than the District of Columbia Courts officials unless written approval is obtained in advance from the Contracting Officer.

### **H.3 Rights in Data**

- H.3.1 "Data" as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost and pricing, or management information.
- H.3.2 The term "Technical Data" as used herein, means recorded information regardless of form or characteristic. It may, for example, document research, experimental, developmental work, or be used to define a design or process to produce, support, maintain, or update material or documentation. The data may be character, graphic or

pictorial delineation in media such as drawings or photographs, text, or related design or performance type documentation. Examples of technical data include research data, documentation drafts, lists, specifications, profiles, standards, process sheets, manuals, and technical reports.

- H.3.3 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.3.4 All data first produced in the performance of any contract resulting from this solicitation process shall be the sole property of the District of Columbia Courts. The 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 domain. The Courts shall not unreasonably withhold consent to the bidder's request to publish or reproduce data in professional or public relations trade publications.

#### **H.4 Contractor Management Responsibility**

- H.4.1 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 responsible for insuring that any requested changes be made to the final product.

#### **H.5 Stoppage of Work**

- H.5.1 If the Contractor fails to abide by any or all of the provisions of the contract, the Contracting Officer reserves the right to stop all work or any portion thereof, affected by the Contractor's failure to comply with the contract requirements. This stoppage will

remain in effect until the Contractor has taken action to meet the contract requirements. If the Contractor fails or refuses to meet all the provisions of the contract or any separable part thereof after written notification and work stoppage, the Court may terminate the right of the Contractor to proceed.

## **H.6 Subcontracts**

- H.6.1 Nothing contained in the contract documents shall be construed as creating any contractual relationship between any subcontractor and the Court.
- H.6.2 The divisions or sections of the specifications are intended to control the Contractor in dividing the work among the subcontractors or to limit the work performed by any trade.
- H.6.3 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.
- H.6.4 The Contractor shall be responsible for the coordination of the trades, subcontractors, materials, and persons engaged upon his work.
- H.6.5 The Court will not undertake to settle any differences between the Contractor and his subcontractors or between subcontractors.

## **H.7 Safety Precautions:**

- H.7.1 The Government its officers, agents, servants and employees shall not be held liable for any property damages or physical harm resulting from inadequate protection.

## **H.8 Use of Premises**

- H.8.1 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.
- H.8.2 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.
- H.8.3 The Contractor shall use only such entrances to the work area as designated by the COTR.
- H.8.4 Only such portions of the premises as required for proper execution of the contract shall be occupied.

**H.9 SECURITY CLEARANCE:**

The Contractor's personnel shall be subject to the Courts' security clearance process and must undergo and pass a security clearance administered by the Courts prior to accessing the work site and beginning any work.

**H.10 SPECIAL STANDARDS OF RESPONSIBILITY**

**H.10.1 In addition to the general standards of responsibility set forth above, the Offeror must demonstrate to the satisfaction of the Courts the Offerors ability to obtain performance and payment bonds. Offeror must submit with its proposal convincing evidence that demonstrates that the Offeror meets the Special Standard(s) of Responsibility. At a minimum, an Offeror must provide the following evidence:**

**H.11. PERFORMANCE BOND AND PAYMENT BOND REQUIRMENTS**

H.11.1 The Offeror shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising there under. Bonds may be secured through the Offeror's usual sources.

H.11.2 If the furnishing of such bonds is stipulated in the Bid Documents, the cost shall be included in the Offer. If the furnishing of such bonds is required after receipt of Offers and before execution of the Contract, the cost of such bonds shall be added to the Offer in determining the Contract Sum.

H.11.3 If the Courts require that bonds be secured from other than the Offeror's usual sources, changes in cost will be adjusted as provided in the Contract Documents.

**H.12 TIME OF DELIVERY AND FORM OF BONDS**

H.12.1 The Offeror shall deliver the required bonds to the Courts not later than five (5) days following the date of execution of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Offeror shall, prior to commencement of the Work, submit evidence satisfactory to the Courts that such bonds will be furnished and delivered.

H.12.2 Unless otherwise provided, the bonds shall be written on the attached Bond Forms. Both bonds shall be written in the amount of the Contract Sum.

H.12.3 The bonds shall be dated on or after the date of the Contract Award.

H.12.4 The Offeror shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.



## SECTION I - CONTRACT CLAUSES

### **I.1 Applicability of General Provisions Applicable to the D.C. Courts Contracts:**

The General Provisions Applicable to D.C. 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 bids 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 bid.

### **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 bid 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 the Court's "Contract Disputes Procedures," as approved by the Joint Committee on Judicial Administration.

### **I.5 Laws and Regulations:**

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

### **I.6 Non-Discrimination:**

The Contractor agrees that it will comply with the nondiscrimination requirements set forth in D.C. Code, Section 1-2512 (1981 ed.) 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, the Inspector General or any of its 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 to the Contract. Notwithstanding any such subcontractor approved by the Court, the Contractor shall remain liable to the Courts for all Contractors' work and services required hereunder.

### **I.10 Protest**

I.10.1 Any aggrieved person may protest this solicitation, award or proposed contract award. 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:

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 Dr. Cheryl Bailey  
District of Columbia Courts  
Capital Projects and Facilities Management Division  
616 H Street, NW, Suite 622  
Washington, D.C. 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 Reserved**

**I.12 Insurance:**

- I.12.1 Prior to execution of the contract, the Contractor shall obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the insurance specified below with an insurance company licensed or qualified to do business with the District of Columbia Courts. **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 must submit to the Contracting Officer a certificate of insurance as evidence of compliance within ten (10) calendar days after request.**
- I.12.2 Comprehensive General Liability: Insurance against liability for bodily injury insurance coverage in the amount of at least five hundred thousand dollar (\$500,000) per occurrence.
- I.12.3 Workers' Compensation: The Contractor shall carry Workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this agreement and the Contractor agrees to comply at all times with the provisions of the Workers Compensation Laws of the District.
- I.12.4 Comprehensive Automobile Liability Insurance (applicable to owned, non-owned and hired vehicles): The Contractor shall carry comprehensive automobile liability insurance applicable to owned, non-owned, and hired vehicles against liability for bodily injury and property damage in an amount not less than that required by law of the District's Compulsory/No-Fault Vehicle Insurance Act of 1982, as amended.
- I.13 NA

END SECTION I

## SECTION J - LIST OF ATTACHMENTS

J.1 The Scope of Work under this Contract is defined in the Attachments of this Section as shown below. The following list of attachments is incorporated into the solicitation:

Attachment Number	Document
J.1	General Provisions Applicable to District of Columbia Courts Contract
J.2	Anti-Collusion Statement
J.3	Ethics in Public Contracting
J.4	Non-Discrimination
J.5	Certification of Eligibility
J.6	Tax Certification Affidavit
J.7	Certification Regarding A Drug-Free Workplace
J.8	Release of Claims
J.9	Payment to Subcontractors and Suppliers Certificate
J.10	District of Columbia Courts Sexual Harassment Policy
J.11	Bid/Offer Form (NOT APPLICABLE)
J.12	Bid/Offer Bond Form (NOT APPLICABLE)
J.13	Payment Bond Form (NOT APPLICABLE)
J.14	Performance Bond Form (NOT APPLICABLE)
J.15	Tax Regulations
J.16	DC Courts Tax Exemption Certificate
J.17	Application for Payment
J.18	Davis Bacon Act and Davis Bacon Wage Rates
J.19	Contract Work Hours and Safety Standards Act
J.20	Location Areas
J.21	Moultrie Return Risers & AHU Floor Plans
K	Offer Breakdown Sheets

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

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

**K.2 WALSH-HEALY ACT**

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

(a) Regular Dealer

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

(b) Manufacturer

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

**K.3 BUY AMERICAN CERTIFICATION**

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

EXCLUDED END PRODUCTS	COUNTRY OR ORIGIN

**K.4 OFFICERS NOT TO BENEFIT CERTIFICATION**

Each Bidder shall check one of the following:

- \_\_\_ (a) No person listed in Clause 21 of the District of Columbia Courts General Contract Provisions will benefit from this contract.
- \_\_\_ (b) The following person(s) listed in Clause 21 of the District of Columbia Courts General Contract Provisions may benefit from this contract. For

each person listed,

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

**K.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

- (a) Each signature on the offer is 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 a bid, or (iii) the methods or factors used to calculate the prices offered;
  - (2) The prices in this bid have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other bidder or competitor before offer opening unless otherwise required by law; and
  - (3) No attempt has been made or will be made by the Bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.
  
- (b) Each signature on the bid is considered to be a certification by the signatory that the signatory;
  - (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above; or
  - (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and  
will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above:  
  
\_\_\_\_\_  
(insert full name or person(s) in the organization responsible for determining the prices offered in this bid and the title of his or her position in the Offeror's organization);

- (ii) As an authorized agent does certify that the principals named in subdivision (b) (2) (1) above have not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above; and
- (iii) As an agent has not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.
- (c) If Offeror deletes or modifies subparagraph (a) (2) above, the Offeror must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

**K.6 TYPE OF BUSINESS ORGANIZATION**

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

**K.7 PAYMENT IDENTIFICATION NO.**

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

Please list below applicable vendor information:

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

Or

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

Dunn and Bradstreet Number: \_\_\_\_\_

Legal Name of Entity Assigned this Number: \_\_\_\_\_

Street Address and/or Mailing Address: \_\_\_\_\_

City, State, and Zip Code: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

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

---

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

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

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

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

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

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

**K.9 Penalties for Misrepresentations**

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

**K.10 Standards of Responsibility**

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

**K.10.1** Performance of the contract. (See Section L.3.2.2 Bid Volume Tab B Corporate Capabilities)

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



**K.11 OFFERING DOCUMENTS/COPIES**

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

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

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

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

**K.12 INTERPRETATIONS OR CORRECTIONS OF OFFERING DOCUMENTS**

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

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

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

**K.12.3** Any prospective Offeror desiring an explanation or Interpretation of this Solicitation must request it in writing by **September 29, 2020, @ 3:00 PM**. Requests should be directed to the Senior Contract Specialist via the email address listed above. Any substantive information given to a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors. **Oral explanations and/or instructions given before the award of the contract will not be binding.**

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

**K.13 SUBSTITUTIONS**

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

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

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

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

**K.14 AMENDMENTS**

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

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

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

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

END SECTION K

## 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-20-IFB-141***

***Caption: DC Courts Campus Wide – Indoor Air and Water Quality Testing***

***Bid Opening Date & Time: October 05, 2020, at 3:00 p.m.***

#### 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 NA

**L.1.5 Bidders submitting their bids by hand delivery/courier services must hand deliver their bids to the following address:**

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

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

L.2.1 At a minimum, each bid submitted in response to this IFB 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 **IFB**. 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 and three (3) copies of the completed bid.** (1) electronic copy (flash-drive) that should include your total bid package. **Each bid shall be properly indexed and include all information requested in the solicitation.**

These shall be submitted in loose-leaf, three-ring notebooks for each copy of Volume I – Technical Proposal, and for each copy of Volume II - Price Proposal. See also, clause L.3 – Price Proposal. Each bidder shall also include one

**L.2.3 General Information: (TAB A)**

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: (TAB B)**

- L.2.4.1 Documentation indicating the capabilities and experience with same or similar type of service.

#### L.2.5 **Disclosure (TAB C)**

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 (TAB D)**

##### L.3.1 SECTION K

L.3.2 The bid price must be submitted using the format provided in Attachment “**K.1 & K.2** of this IFB. The price furnished by the **bidder** shall be itemized for the services set forth in 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:**

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

L.5.2 Any prospective bidder desiring an explanation or interpretation of this solicitation must request it by e-mail by the close of business **3:00 PM, September 22, 2022.**

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. 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 shall 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 IFB 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 signed by the Executive Officer and Administrative Officer of the District of Columbia Courts.

**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, J.5 - Certification of Eligibility, J.6 - Tax Certification Affidavit and J.7 - Certification of a Drug-Free Workplace, J - 8 District of Columbia Courts Release of Claims).

**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 no 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 **IFB**.

**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 Contractor'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 Contractor for all such items and must assume full responsibility for the procurement, delivery and quality of such services. The Contractor will be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of this **IFB**.

**L.18 Contract Type:**

The Courts contemplates the award of a 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 Contractor 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 Bid Opening**

L.23.1 Sealed bids will be received until **October 02, 2020 at 3:00 P.M.** at the address stipulated in **Sections L.1.5**

#### **L.24 Acceptance Period**

L.24.1 The Bidder agrees to keep its bid open for a period of ninety (90) days from the date specified for the submission of bids.

END SECTION L

## SECTION M - EVALUATION FACTORS

### M.1 Prospective Contractor's Responsibility

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

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 reserve the right to request from prospective Contractor information necessary to determine the prospective Contractor's responsibility. Information is to be submitted upon the request of the Courts within the time specified in the request. Failure of a bidder to comply with a request for information may subject the bidder's bid to rejection on responsibility grounds. If a prospective Contractor fails to supply the requested information, the Courts' Contracting Officer shall make the determination of responsibility or non-responsibility based on available information. If the available information is insufficient to make a determination of non-responsibility, the Courts' Contracting Officer shall determine the bidder to be non-responsible.

END SOLICITATION