

**DISTRICT OF COLUMBIA COURTS  
SOLICITATION, OFFER AND AWARD  
FOR SUPPLIES, OR SERVICES**

**ISSUED BY:** DISTRICT OF COLUMBIA COURTS  
PROCUREMENT AND CONTRACTS BRANCH  
616 H STREET, N.W., ROOM 622  
WASHINGTON, D.C. 20001

**DATE ISSUED:** October 27, 2021  
**OPENING DATE:** \_\_\_\_\_  
**OPENING TIME:** \_\_\_\_\_

**SOLICITATION NUMBER:** DCSC-22-FSS-21

**CLOSING DATE:** November 15, 2021  
**CLOSING TIME:** 1:00 P.M. EST.

**OFFER/BID FOR:** Temporary Personnel Services

**MARKET TYPE:** RESTRICTED TO  
GSA SCHEDULE VENDORS

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**OFFER (TO BE COMPLETED BY OFFEROR) Note: In sealed bid solicitations “Offer” and Offeror” mean Bid” and Bidder.”**

The undersigned offers and agrees that, with respect to all terms and conditions accepted by the Courts under “AWARD” below, this offer and the provisions of the RFP/IFB will constitute a Formal Contract.		
<b>OFFEROR</b>  Name:  Street: City, State: Zip Code:  Area Code & Telephone Number:	Name and title of Person Authorized to Sign Offer: (Type or Print)	
	Signature  <div style="text-align: right;">(Seal)</div>	Date:
	Impress Corporate Seal  Corporate (Secretary) _____ (Seal) (Attest)	

**AWARD (To be completed by the District of Columbia Courts)**

CONTRACT NO. _____ AWARD AMOUNT	
\$ _____	
ACCEPTED AS TO THE FOLLOWING ITEMS:	
DISTRICT OF COLUMBIA COURTS	
	BY: _____
	CONTRACTING OFFICER
CONTRACT PERIOD: _____	AWARD DATE _____

- A. All written communications regarding this solicitation should be addressed to the Contracting Officer and should be directed by e-mail to Reginald Ramdat, Contract Specialist at [reginald.ramdat@dccsystem.gov](mailto:reginald.ramdat@dccsystem.gov)
- B. The Courts will post all amendments on the DC Courts Website at <https://www.dccourts.gov/about/procurement-contracts-branch>.
- C. Oral explanations or instructions given by Courts Officials before the award of the contract will not be binding.
- D. This solicitation is a GSA Schedule procurement. Offerors shall include their GSA Schedule Number(s) in their response.

## **REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS**

### **1. ACKNOWLEDGMENT OF AMENDMENTS**

The Offeror 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:** Offeror may acknowledge addendum here or on addendum or both.

### **2. 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 offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices in the offer;

- (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, 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 Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer 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 offer, 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 offer 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 offer a signed statement setting forth in detail the circumstances of the disclosure.

### 3. TYPE OF BUSINESS ORGANIZATION

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

**4. PAYMENT IDENTIFICATION NO.**

Please list below applicable vendor information:

Federal Tax I.D. Number: \_\_\_\_\_

Or

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

DUNS Number: \_\_\_\_\_

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

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

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

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

Telephone 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 (the Courts) are seeking a qualified Contractor to provide a minimum of sixteen (16) temporary personnel on an as needed basis as required by the Courts.
- B.2 The Courts contemplates award of a fixed hourly rate contract as a result of this solicitation.
- B.3 The offeror shall submit a price for the base year and each option year for the services specified below and in accordance with Section C, Scope of Work, of this Request for Proposals (RFP). **See also clause L.7.**
- B.4 The Courts reserves the right to modify the resultant contract to incorporate any of the temporary personnel categories listed in the table below from the Contractor's Federal Supply Schedule as needed and at the prevailing rate at the time of the Court's need.
- B.5 **Offeror shall submit resumes for sixteen (16) potential candidates with their proposals.**
- B.6 The anticipated start date is on or about January 2022. The actual date of award shall be the date the Contracting Officer signs the contract document.

**B.7 BASE YEAR PRICE/COST SCHEDULE**

<b>Contract Line Item Number (CLIN)</b>	<b>Item Description</b>	<b>Estimated No. of Personnel</b>	<b>Estimated Hours</b>	<b>Hourly Rate</b>	<b>Extended Price</b>
0001	Receptionist	<b>6</b>	<b>12,480</b>	\$	\$
0002	Administrative Clerk	<b>1</b>	<b>2,080</b>	\$	\$
0003	General Clerk I	<b>3</b>	<b>6,240</b>	\$	\$
0004	Deputy Clerk	<b>1</b>	<b>2,080</b>	\$	\$
0005	Secretary I	<b>1</b>	<b>2,080</b>	\$	\$
0006	Computer Operator II	<b>1</b>	<b>2,080</b>	\$	\$
0007	Facility Repair Worker	<b>2</b>	<b>4,160</b>	\$	\$
0008	HR Analyst	<b>1</b>	<b>2,080</b>	\$	\$
	<b>TOTAL</b>	<b>16</b>			\$

**B.8 OPTION YEAR ONE PRICE/COST SCHEDULE**

<b>Contract Line Item Number (CLIN)</b>	<b>Item Description</b>	<b>Estimated No. of Personnel</b>	<b>Estimated Hours</b>	<b>Hourly Rate</b>	<b>Extended Price</b>
0001	Receptionist	<b>6</b>	<b>12,480</b>	\$	\$
0002	Administrative Clerk	<b>1</b>	<b>2,080</b>	\$	\$
0003	General Clerk I	<b>3</b>	<b>6,240</b>	\$	\$
0004	Deputy Clerk	<b>1</b>	<b>2,080</b>	\$	\$
0005	Secretary I	<b>1</b>	<b>2,080</b>	\$	\$
0006	Computer Operator II	<b>1</b>	<b>2,080</b>	\$	\$
0007	Facility Repair Worker	<b>2</b>	<b>4,160</b>	\$	\$
0008	HR Analyst	<b>1</b>	<b>2,080</b>	\$	\$
	<b>TOTAL</b>	<b>16</b>			\$

**B.9 OPTION YEAR TWO PRICE/COST SCHEDULE**

<b>Contract Line Item Number (CLIN)</b>	<b>Item Description</b>	<b>Estimated No. of Personnel</b>	<b>Estimated Hours</b>	<b>Hourly Rate</b>	<b>Extended Price</b>
0001	Receptionist	<b>6</b>	<b>12,480</b>	\$	\$
0002	Administrative Clerk	<b>1</b>	<b>2,080</b>	\$	\$
0003	General Clerk I	<b>3</b>	<b>6,240</b>	\$	\$
0004	Deputy Clerk	<b>1</b>	<b>2,080</b>	\$	\$
0005	Secretary I	<b>1</b>	<b>2,080</b>	\$	\$
0006	Computer Operator II	<b>1</b>	<b>2,080</b>	\$	\$
0007	Facility Repair Worker	<b>2</b>	<b>4,160</b>	\$	\$
0008	HR Analyst	<b>1</b>	<b>2,080</b>	\$	\$
	<b>TOTAL</b>	<b>16</b>			\$

**B.10 OPTION YEAR THREE PRICE/COST SCHEDULE**

<b>Contract Line Item Number (CLIN)</b>	<b>Item Description</b>	<b>Estimated No. of Personnel</b>	<b>Estimated Hours</b>	<b>Hourly Rate</b>	<b>Extended Price</b>
0001	Receptionist	<b>6</b>	<b>12,480</b>	\$	\$
0002	Administrative Clerk	<b>1</b>	<b>2,080</b>	\$	\$
0003	General Clerk I	<b>3</b>	<b>6,240</b>	\$	\$
0004	Deputy Clerk	<b>1</b>	<b>2,080</b>	\$	\$
0005	Secretary I	<b>1</b>	<b>2,080</b>	\$	\$
0006	Computer Operator II	<b>1</b>	<b>2,080</b>	\$	\$
0007	Facility Repair Worker	<b>2</b>	<b>4,160</b>	\$	\$
0008	HR Analyst	<b>1</b>	<b>2,080</b>	\$	\$
	<b>TOTAL</b>	<b>16</b>			\$

**B.11 OPTION YEAR FOUR PRICE/COST SCHEDULE**

<b>Contract Line Item Number (CLIN)</b>	<b>Item Description</b>	<b>Estimated No. of Personnel</b>	<b>Estimated Hours</b>	<b>Hourly Rate</b>	<b>Extended Price</b>
0001	Receptionist	<b>6</b>	<b>12,480</b>	\$	\$
0002	Administrative Clerk	<b>1</b>	<b>2,080</b>	\$	\$
0003	General Clerk I	<b>3</b>	<b>6,240</b>	\$	\$
0004	Deputy Clerk	<b>1</b>	<b>2,080</b>	\$	\$
0005	Secretary I	<b>1</b>	<b>2,080</b>	\$	\$
0006	Computer Operator II	<b>1</b>	<b>2,080</b>	\$	\$
0007	Facility Repair Worker	<b>2</b>	<b>4,160</b>	\$	\$
0008	HR Analyst	<b>1</b>	<b>2,080</b>	\$	\$
	<b>TOTAL</b>	<b>16</b>			\$



## **SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

### **C.1 SCOPE**

- C.1.1 The District of Columbia Courts, Administrative Services Division, Procurement and Contracts Branch, on behalf of the Office Services Branch is seeking a single Contractor to provide temporary personnel services to perform tasks assigned by the respective division supervisor. Tasks will vary based on division needs and requirements.

### **C.2 REQUIREMENTS**

- C.2.1 The Contractor's personnel shall, at a minimum, possess the following skills and abilities:
- C.2.1.1 Assist the Supervisor in the daily operation of the office in which they are assigned.
  - C.2.1.2 Maintain information on daily courthouse routines such as daily Courtroom calendars and schedules, locations of Judges' chambers and assignments.
  - C.2.1.3 Have an understanding of the functionality of each of Court case filings, each the Courts' divisions and the information available to the citizenry from each of the Courts' divisions.
  - C.2.1.4 Ability to relay relevant Court information via telephone, e-mail and in person, to various constituencies including the general public, government officials, foreign dignitaries, corporate officials, attorneys, witnesses, defendants, plaintiffs and visitors to the Court.
  - C.2.1.5 Ability to operate the Court's paging systems as well as a computer and peripheral machinery in order to expedite public queries such as the status of cases and official records.
  - C.2.1.7 Pleasant telephone manner and good oral communication skills. Calls may be monitored by Court personnel to ensure customer satisfaction.
- C.2.2 Resumes of sixteen (16) prospective temporary personnel is required at the time of submission response to this solicitation, and subject to Contracting Officer's approval, prior to contract award.
- C.2.3 Post contract award, additional temporary personnel may be requested based on the anticipated growing divisional needs of DC Courts.

### **C.3 SPECIAL REQUIREMENTS**

- A. Only the Contractor's personnel stated in its proposal and selected by the Courts shall be directed to report to the Court for duty. The Contractor shall furnish additional personnel or replacement personnel within 24 hours after notification by the Courts. The Contractor shall furnish resumes of qualified personnel to the Contracting Officer's Technical Representative (COTR) for review and approval within 24 hours of notification by the Courts. Only the personnel who have been approved by the COTR shall be directed by the Contractor to report to the Courts for duty.
- B. Unless otherwise approved by the COTR, the tour of duty for the Contractor's personnel shall be from 8:30 a.m. – 5:00 p.m., weekdays, excluding weekends and holidays.
- C. All the Contractor's personnel, while performing work under this contract shall at all times, be attired in a professional manner. The Contractor's personnel conduct themselves in a professional manner while performing under this contract.
- D. The Contractor's personnel shall be familiar with the building fire alarm system and trained on the procedures to follow in the event of fire or other emergency.
- E. The Contractor's personnel employees may be required to attend an orientation and job training conducted by the Courts or other government entity.
- F. The Contractor shall ensure that, under no circumstances, any of its employees shall enter a prohibited area not authorized for access by the COTR. All breaches of security on the job site by the Contractor's personnel shall be immediately reported to the COTR.
- G. The Contractor's personnel shall be subject to the Courts' security clearance process.
- H. The Contractor's services shall be performed in the District of Columbia Courthouse, 500 Indiana Avenue, NW, Washington, DC, and at such other places as directed by the Courts.
- I. The Contractor's personnel shall not remove Court documents or equipment from the premises.
- J. The Contractor will furnish services as an independent contractor and not as an employee of the Courts. The Contractor shall not be entitled to any medical coverage, life insurance, leave accumulation or any of the other benefits afforded the Court's regular employees. The Contractor is responsible for all state, federal and local taxes.
- K. The Contractor shall submit to the COTR, electronic copies of all time sheets. The time sheets shall be submitted in Microsoft excel format.
- L. The Contractor's personnel shall sign in and out daily.

#### **C.4 Courts COVID-19 Requirements**

All District of Columbia Courts on-site contractors, shall ensure that each of their employees, agents, and subcontractors who provide goods or perform services in person in District of Columbia Courts' facilities or worksites, or who have in-person contact with other persons in order to complete their work under the contract have been either: (i) fully vaccinated against COVID-19 as required by current vaccination protocols, or (ii) undergoing weekly COVID-19 testing and only reporting to the workplace when such test result is negative, and are wearing masks while working.

Contractors shall be responsible for ensuring compliance with this Order by their employees, agents, and subcontractors, and failure to do so *may* result in adverse consequences. Each District of Columbia Courts contractor shall, at the request of the District of Columbia Courts, provide to the District of Columbia Courts a certification of its compliance with this requirement.

Contractors also may be required to demonstrate further proof of vaccination and COVID-19 test results upon request of the Administrative Services Division of the District of Columbia Courts. Completed vaccination certification forms, and related records, shall be treated as private records exempt from disclosure. Information included on the forms may be used internally by the District of Columbia Courts for verification and as any other operational needs require, consistent with local and federal laws and regulations.

Nothing in this Order shall be deemed to prevent contractors from imposing stronger vaccination requirements on their employees, agents, or subcontractors, subject to applicable federal and local laws and regulations.

**END OF CLAUSE**

**PART 1**

**SECTION D - PACKAGING AND MARKING**

(Not applicable to this procurement)

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

### **E.1 Inspection of Services**

- (a) “Services” as used in this clause includes (1) project coordination activities; (2) documentation development; (3) system design and development; and (4) the training of Courts end users.
- (b) The Contractor shall provide and maintain documentation of all services provided under this contract. Complete records of all services performed by the Contractor shall be maintained and made available to the Courts during contract performance and for as long afterwards as the contract requires.
- (c) The Courts have the right to review and test all services called for by the contract to the extent practicable during the term of the contract. The Courts will perform reviews and tests in a manner that will not unduly delay the work. The Courts will perform system and integration tests, while unit testing and user acceptance testing remains the responsibility of the Contractor.
- (d) If any of the services do not conform to the contract requirements, the Courts may require the Contractor to perform these services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by performance, the Courts may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect value of services performed.
- (e) If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity to contract requirements, the Courts may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by the Courts that is directly related to the performance of such services, or (2) terminate the contract for default.

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

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

F.1.1 The term of the contract shall be for one (1) year from date of award. The anticipated start date is on or about January 2022. The actual date of award shall be the date the Contracting Officer signs the contract document.

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

#### **F.2.1 Option Period:**

The Courts may unilaterally extend the term of this contract for an additional four (4) one (1) year period or, or a fraction, or multiple fractions thereof.

#### **F.1.2.1 Option to Extend the Term of the Contract:**

The Courts may 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 Contractor may waive the thirty (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 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 Contracting Officer's Technical Representative (COTR) the deliverables specified below within the designated and/or agreed upon time frames:

**Table F.3.1 Deliverables**

All deliverables shall be in a form and manner acceptable to the Courts. The contractor shall furnish the following temporary personnel to the COTR:

<b>Contract Line Item Number (CLIN)</b>	<b>Item Description</b>	<b>Estimated No. of Temporary Personnel</b>	<b>Estimated Hours per Year</b>
0001	Receptionist	<b>6</b>	<b>12,480</b>
0002	Administrative Clerk	<b>1</b>	<b>2,080</b>
0003	General Clerk I	<b>3</b>	<b>6,240</b>
0004	Deputy Clerk	<b>1</b>	<b>2,080</b>
0005	Secretary I	<b>1</b>	<b>2,080</b>
0006	Computer Operator II	<b>1</b>	<b>2,080</b>
0007	Facility Repair Worker	<b>2</b>	<b>4,160</b>
0008	HR Analyst	<b>1</b>	<b>2,080</b>
	<b>TOTAL</b>	<b>16</b>	

## **SECTION G -CONTRACT ADMINISTRATION DATA**

### **G.1 Payment/Invoices**

- G.1.1.1 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.1.1.2 Effective June 8, 2018 all invoices and payment request shall be submitted electronically through the U.S. Department of the Treasury's Invoice Processing Platform (IPP) System using the "Bill to Agency" of Interior Business Center-FMD. The IPP website address is <https://www.ipp.gov>. In addition, it is the vendors' (contractors') responsibility to be System for Awards Management (SAM) registered and in IPP. The vendors (contractors) must be SAM registered in order to register in IPP. The SAM website address is <https://www.sam.gov>
- G.1.1.3 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@fiscal.treasury.gov](mailto:IPPCustomerSupport@fiscal.treasury.gov) or by phone (866) 973-3131.
- G.1.1.4 Payment request means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, at a minimum, the Contractors' electronic invoice shall include the following information:
- a. Name and address of the Contractor,
  - b. The purchase order number,
  - c. Invoice date,
  - d. Invoice number,
  - e. Name of the Contracting Officer Technical Representative (COTR),
  - f. COTR email address, and
  - g. Description, quality, unit of measure, and extended price of the services or supplies actually rendered.
- G.1.1.5 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.1.1.6 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.1.2 Final Invoice



- G.1.2.1 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.
- G.1.2.2 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.1.2.3 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.1.2.4 Tax Exempt
- G.1.2.5 The Courts is exempt from taxation pursuant to D.C. Code 47-2005(1).
- G.1.3 Prompt Payment Act
  - G.1.3.1 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.1.4 Payment
  - G.1.4.1 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 Contracting Officer's Technical Representative (COTR), or in the case of a dispute, subject to final determination by the Contracting Officer.
- G.1.5 Contracting Officer (CO)
  - G.1.5.1 The District of Columbia Superior Court Contracting Officer who has the appropriate contracting authority is the only Courts official authorized to contractually bind the Courts through signing contract documents. The contact information for the Contracting Officer is:  
  
Louis W. Parker, Administrative Officer (CO)  
Administrative Services Division  
District of Columbia Courts  
616 H Street, N.W., Suite 622  
Washington, D.C. 20001
- G.1.6 Authorized Changes by the Contracting Officer.
  - G.1.6.1 The CO is the only person authorized to approve changes in any of the requirements

of this contract.

- a. The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.
- b. 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.1.7 Contracting Officer's Technical Representative (COTR) is:

Shawn Wilkins  
Supervisor  
Information Center  
500 Indiana Avenue NW Washington, DC 20001  
202-879-1001  
Email: [shawn.wilkins@dccsystem.gov](mailto:shawn.wilkins@dccsystem.gov)

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. 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;
- b. Coordinating site entry for Contractor personnel, if applicable;
- c. 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;
- d. 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
- e. Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

G.1.7.1 The address and telephone number of the COTR is:

G.1.7.2 The COTR shall NOT have the authority to:

- a. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;

- b. Grant deviations from or waive any of the terms and conditions of the contract;
  - c. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
  - d. Authorize the expenditure of funds by the Contractor;
  - e. Change the period of performance; or
  - f. Authorize the use of Courts property, except as specified under the contract.
- G.1.8 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the Courts, to take all corrective action necessitated by reason of the unauthorized changes.
- G.1.9 Payment Milestones
- G.1.9.1 The Offeror's firm-fixed unit price proposal shall serve as the basis of payment milestones for this contract.

**END OF CLAUSE**

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

#### H.4 **Contractor Management responsibility**

H.4.1 The Contractor shall appoint a Project Manager within (3) three business days after award who will be the Contractor's Authorized Representative for technical and administrative performance of all services required hereunder. The Project Manager shall provide the single point of contact through which all Contractor/Court communications, work and technical direction shall flow. The Project Manager will be present at scheduled deliverables presentations and responsible for insuring that any requested changes be made to the final product.

H.5            **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            **Use of Premises**

H.7.1            The Contractor shall not load or permit the loading of any part of any structure to such an extent as to endanger its safety.

H.7.2            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.7.3            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.7.4            The Contractor shall use only such entrances to the work area as designated by the COTR.

- H.7.5 Any work, once started, shall be completed as rapidly as possible and without unnecessary delay.
- H.7.6 Only such portions of the premises as required for proper execution of the contract shall be occupied.
- H.7.7 All work shall be performed in such manner as to cause minimum annoyance to occupants of adjacent premises and interference with normal traffic.
- H.7.8 Work performed in existing buildings shall be executed in a manner that will cause minimum interference with facility occupants.
- H.7.9 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.8 **Access to Building**
- (1) Contractor will be given access to the building, except to secure all sensitive areas or where work is specified to be performed at specified periods.
  - (2) Contractor will be given access to buildings only on Monday through Friday of each week.
  - (3) Work on Saturdays, Sundays and holidays will not be permitted except with the written permission from the COTR.
  - (4) 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.
  - (5) 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.

**END OF CLAUSE**

## **PART II**

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

**I.1 RESERVED**

**I.2 Restriction on Disclosure and Use of Data:**

Offerors who include in their offers 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 offer.

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

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

**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 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 2-1402.11(Supp. 2006). 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 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:

Administrative Services Division  
District of Columbia Courts  
616 H Street, N.W., Suite 616  
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 Debriefing (MAR 2010)**

An unsuccessful offeror may request a debriefing by submitting a written request to the Contracting Officer at the address specified in I.10 above within (3) calendar days from the date of receipt of the notification of award.

**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 GENERAL REQUIREMENTS. The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

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

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

Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

- I.12.3      Commercial General Liability Insurance (“CGL”) - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. (“ISO”) form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.
- I.12.4      Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor’s commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
- I.12.5      Workers’ Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers’ Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
- I.12.6      Employer’s Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of employer’s liability insurance as follows: \$500,000 per

accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit. All insurance required by this paragraph shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia Courts.

- I.12.7 Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
- I.12.8 Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the District of Columbia Courts and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.
- I.12.9 Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called “silent” coverage under a commercial general liability or professional liability policy will not be acceptable.
- I.12.10 Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor’s umbrella or excess liability policy or (ii) \$10,000,000 per occurrence and \$10,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella

and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

- I.12.11      **PRIMARY AND NONCONTRIBUTORY INSURANCE**  
The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the District of Columbia Courts.
- I.12.12      **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia Courts, and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.
- I.12.14      **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia Courts. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR’S LIABILITY UNDER THIS CONTRACT.**
- I.12.15      **CONTRACTOR’S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia Courts.
- I.12.16      **NOTIFICATION.** The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.
- I.12.17      **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

Reginald Ramdat  
Contract Specialist  
616 H Street, N.W.

Suite 612  
Washington, DC 20001  
Phone: 202-879-2865  
[Reginald.ramdat@dccsystem.gov](mailto:Reginald.ramdat@dccsystem.gov)

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

I.12.18 **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

I.12.19 **CARRIER RATINGS.** All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the in the District.

**I.13 Cancellation Ceiling**

In the event of cancellation of the contract because of nonappropriation for any fiscal year, 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 Order of Precedence (MAR 2010)**

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) GSA Schedule terms & Conditions;
- (b) Supplies and Services or Price/Cost Section (Section B);
- (c) Specifications/Work Statement (Section C);
- (d) Special Contract Requirements (Section H);

- (e) Deliveries and Performance (Section F);
- (f) Contract Clauses (Section I);
- (g) Contract Administration Data (Section G);
- (h) Inspection and Acceptance (Section E); and
- (i) Contract Attachments (Section J) in the order they appear.

## **I.15**

### **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****CONTRACTOR LIABILITY FOR PERSONAL INJURY  
AND/OR PROPERTY DAMAGE (MAR 2010)**

- a) The Contractor assumes responsibility for all damage or injury to persons or property occasioned through the use, maintenance, and operation of the Contractor's vehicles or other equipment by, or the action of, the Contractor or the Contractor's employees and agents.
- (b) The Contractor, at the Contractor's expense, shall maintain adequate public liability and property damage insurance during the continuance of this contract, insuring the Contractor against all claims for injury or damage.
- (c) The Contractor shall maintain Workers' Compensation and other legally required insurance with respect to the Contractor's own employees and agents.
- (d) The Courts shall in no event be liable or responsible for damage or injury to any person or property occasioned through the use, maintenance, or operation of any vehicle or other equipment by, or the action of, the Contractor or the Contractor's employees and agents in performing under this contract, and the Courts shall be indemnified and saved harmless against claims for damage or injury in such cases.

**END OF CLAUSE**



### **PART III**

#### **LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

##### **SECTION J - LIST OF ATTACHMENTS**

- J.1 Contractor's Attestation of Covid-19 Vaccination**
- 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 Past Performance Evaluation Form (3 References)**
- J.9 Facility Repair Worker Description**
- J.10 Responses to Frequent Questions**

## **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.1.2.2 (ii) - of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- 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 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.

**END OF CLAUSE**

## PART IV

### REPRESENTATIONS AND INSTRUCTIONS

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

##### L.1 **Proposal Submission and Identification**

The District of Columbia Courts will not accept a facsimile copy of an offer as an original. Unless specifically authorized in the solicitation. The District of Columbia Courts shall not accept telegraphic offers.

- L.1.1 Proposals shall be submitted in a sealed proposal package. The Offeror shall conspicuously mark on the outside of the proposal package the name and address of the Offeror and the following:

*Solicitation Number: DCSC-22-FSS-21*

*Caption: "TEMPORARY PERSONNE SERVICES"*

*Proposal Due Date & Time: November 15, 2021 No later than 1:00 P.M*

##### L.1.2 **Confidentiality of Submitted Information**

- L.1.2.1 Offerors who include in their proposals data that they do not want disclosed to the public or used by the District of Columbia Courts except for use in the procurement process shall mark the title page of the proposal document with the following legend:

- L.1.2.1.1 *"This proposal includes data that shall not be disclosed outside the District of Columbia Courts and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process."*

- L.1.2.2 The specific information within the proposal which the Offeror is making subject to this restriction announced on the title page must be noted on the individual pages which contain it. The Offeror shall mark each page containing confidential information or data it wishes to restrict with the following text:

- L.1.2.2.1 *"Use or disclosure of data contained on this page is subject to the restriction on the title page of this proposal".*

- L.1.2.3 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 Offeror, use, without restriction, information contained in this proposal package if it is obtained from another source.

**L.1.4 Offers shall be submitted by email to Reginald Ramdat, Contract Specialist at the following address:**

Reginald Ramdat  
Contract Specialist  
[Reginald.ramdat@dccsystem.gov](mailto:Reginald.ramdat@dccsystem.gov)  
202-879-2865

**L.2 Proposal Information and Format**

**L.2.1** At a minimum, each proposal submitted in response to this RFP shall include sections, as set forth below, which address the approach for the work described in Section "C" - Description/Specifications/Work Statement. The proposal shall include the requisite legal representations, resources which will directly be employed in the project, client references, and a description of similar services provided by the Offeror and its key personnel. Failure to address adequately any of these areas may result in the proposal being eliminated from consideration for award.

**L.2.2** Proposals shall be prepared simply and economically, providing a straightforward, concise delineation of Offeror's capabilities to satisfy the requirements of this RFP. Fancy bindings and colored displays or promotional material are not desired or preferred, but pages must be numbered. **The proposal shall be prepared in two volumes - Volume I – Technical Proposal, and Volume II - Price Proposal. See also, Clause L.7 – Price Proposal.**

**L.3 Each proposal shall be properly indexed and include all information requested in the RFP.**

**L.4 Volume I - Technical Proposal shall be comprised of the following TABS:**

Tab	Section
A	Credentials/Resumes
B	Completed Past Performance Forms (See Clause L.6 of the solicitation).

**TAB – A: In this section of the proposal, the Offeror shall provide resumes of the prospective temporary personnel being offered to the Courts as a result of this solicitation.**

**TAB – B In this section of the proposal, the Offeror shall provide any information to substantiate the Offeror's past performance in completing the requirements of Section C.**

**L.5****Volume II – Price Proposal shall comprise the following tabs:**

<b>TAB A</b>	<b>1. Price Information:</b>  Detailed Price proposal using the format specified is <b>Clause B.5 of this solicitation. (See also, Clause L.7 of the solicitation)</b>
<b>TAB B</b>	<b>2. Contractual Information:</b>  All Certifications, Affidavits and Other Submissions as specified in <b>Clause L.17</b> of the solicitation.

**L.6****Past Performance:**

The Offeror shall provide any information to substantiate the Offeror's past performance in completing the requirements of Section C. The Offeror shall provide the following information:

- A. References: The name, address and contact person of three (3) references for which services of this nature have been provided in the past three (3) years using the **Past Performance Evaluation Form (Attachment J.8)** will be used to query previous customers regarding Offerors past performance on contracts. **Offerors shall assure that each customer listed in the proposal complete and sign a Performance Evaluation Form and return them with the technical proposal submission.** For each reference contacted, the contact person will be requested to confirm the Period of performance, dollar amount, Quality of Work/Service, Timeliness of Performance, Cost Control Business Relations and Customer Satisfaction.
- B. The Court reserves the right to contact the owners of projects known to have been completed within the last three (3) years but not supplied as references, and the information received may be used in the evaluation of past performance.

**L.7****Volume II – Price Proposal**

A separately bound price proposal must be submitted using the format provided in Section "B" of this RFP. The price furnished by the Offeror shall be detailed/itemized for the services set forth in Section C. The Offeror's price proposal shall become a part of the awarded contract. The Offeror's price proposal shall include all costs for the required services. This pricing information will also be used for evaluation purposes.

## **L.8                    Section A - General Information**

Each Offeror must provide the following information in this section:

- a.        Brief history of Company;
- b.        Name, Address, Telephone Number and DUNS and federal tax identification Numbers of the Offeror;
- c.        Whether the Offeror is a corporation, joint venture, partnership (including type of partnership) or individual;
- d.        Name, address, and current phone number of Offeror's contact person;
- e.        **Disclosure details of any legal action or litigation past or pending against the Offeror; and**
- f.        **A statement that the Offeror knows of no conflict between its interests and those of the District of Columbia Courts; and further that the Offeror knows of no facts or circumstances that might create the appearance of a conflict between its interests and those of the District of Columbia Courts.**
- g.        **All firms submitting proposals in response to this Request shall include their firm's GSA Federal Supply Schedule/Contract number(s).**

## **L.9                    Proposal Submission Date and Time, Late Submission, Modifications and Withdrawals**

- L.9.1        Proposals shall be submitted no later than the date and time specified in the solicitation. Proposals, modifications to proposals, 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.9.1.1        The proposal or modification was sent by registered or certified mail no later than the fifth (5th) calendar day before the date specified for receipt of offers;
  - L.9.1.2        The proposal 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.9.1.3        The proposal is the only proposal received.



- L.9.2 The only acceptable evidence to establish the date of a late proposal, 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 proposal, 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 proposal shall be considered late unless the Offeror can furnish evidence from the postal authorities of timely mailing.
- L.9.3 A late proposal, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.
- L.9.4 A late modification of a successful proposal which makes its terms more favorable to the Courts shall be considered at any time it is received and may be accepted.
- L.9.5 A late proposal, late modification or late withdrawal of offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

#### **L.10 Questions**

Questions concerning this Request for Proposals must be directed by **e-mail** to:

Reginald Ramdat, Senior Contract Specialist  
Procurement and Contracts Branch  
Administrative Services Division  
District of Columbia Courts  
616 H Street, N.W., Suite 612  
Washington, D.C. 20001  
E-mail address: [reginald.ramdat@dccsystem.gov](mailto:reginald.ramdat@dccsystem.gov)  
Telephone: 202-879-2865

#### **L.11 Explanation to Prospective Offerors**

**Any prospective Offeror desiring an explanation or interpretation of this solicitation must request it by email no later than November 2, 2021 by 1:00 p.m.** Requests shall be directed to the procurement contact person at the e-mail address listed in **Section L.10**. Any substantive information given to a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors as an amendment to the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract will not be binding.

**L.12                    Changes to the RFP**

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

**L.13                    Contract Award**

The Courts intend to make an award to the responsible Offeror whose proposal represents the best value to the Courts taking into consideration the evaluation factors set forth in Section M. The Courts may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer shall contain the Offeror's best terms from a standpoint of price, technical, and other factors.

**L.14                    Final Proposal Revisions (FPRs)**

**The Courts may award a contract upon the basis of initial offers received, without discussions. Therefore, each initial offer shall contain the Offeror's best terms from a cost and technical standpoint. However, if discussions are held with Offerors, all Offerors within the competitive range will be notified regarding the holding of discussions and will be provided an opportunity to submit written Final Proposal Revisions at the designated date and time. If any modification is submitted, it must be received by the date and time specified and is subject to the "Late Submissions, Modifications and Withdrawals of Proposals" provisions of this solicitation. After receipt of Final Proposal Revisions, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the Courts best interest to do so. If discussions are reopened, the Contracting Officer shall issue an additional request for Final Proposal Revisions to all Offerors still within the competitive range.**

**L.15                    Cancellation of Award**

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.16                    Official Offer**

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

**L.17                    Certifications, Affidavits and Other Submissions**

Offerors shall complete and return with their offer the Representations and

Certifications: Attachment J.1 - Contractor's Attestation of Covid-19 Vaccination, J.2 - Anti-Collusion Statement, Attachment J.4 - Non-Discrimination, J.5 - Certification of Eligibility, J.6 - Tax Certification Affidavit and J.7 - Certification of a Drug-Free Workplace).

**L.18                    Retention of Proposals**

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

**L.19                    Public Disclosure under FOIA**

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

**L.20                    Examination of Solicitation**

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

**L.21                    Acknowledgment of Amendments**

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

**L.22                    Right to Reject Proposals**

The Courts reserve the right to reject, in whole or in part, any and all

proposals received as the result of this RFP.

**L.23 Proposal Preparation Costs**

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

**L.24 Prime Contractor's Responsibilities**

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

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

**L.25 Contract Type**

This is a labor hour contract with fixed hourly rate(s). **The proposed rate(s) shall be no higher than your GSA Schedule rates.**

**L.26 Failure to Respond to Solicitation**

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

**L.27 Signing Offers and Certifications**

Each offer must provide a full business address and telephone number of the Offeror and **BE SIGNED BY THE PERSON OR PERSONS LEGALLY AUTHORIZED TO SIGN CONTRACTS.** All correspondence concerning the offer or resulting contract will be mailed to the address shown above on the offer in the absence of written instructions from the Offeror or contractor to the contrary. Any offer submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any offer submitted by a corporation must include the signature and title of the

person having authority to sign for the corporation. Upon request, an Offeror shall provide to the Courts satisfactory evidence of authority of the person signing on behalf of the corporation. If an agent signs an offer, the Offeror shall submit to the Contracting Officer, the agent's authority to bind the Offeror. Offeror shall complete and sign all Representations and Acknowledgments, as appropriate. Failure to do so may result in the offer being rejected.

**L.28                    Errors in Offers**

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

**L.29                    Authorized Negotiators**

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

**L.30                    Acceptance Period**

The Offeror agrees keep its offer open for one hundred twenty (120) days from the date specified in this solicitation for the submission of proposals. If discussions are held with Offerors, all Offerors within the competitive range

will be notified regarding the holding of discussions and will be provided an opportunity to submit written Final Proposal Revisions (FPR) at the designated date and time. Offerors agree keep their FPRs open for one hundred twenty (120) days from the date specified for the submission of FPRs.

**END OF CLAUSE**

## **PART V**

### **SECTION M - EVALUATION FACTORS**

#### **M.1 Evaluation for Award**

The Courts intend to make an award to the responsible firm whose proposal represents the best value to the Courts. The Courts may award a contract upon the basis of initial offers received, without discussions. Therefore, each initial offer shall contain the offeror's best terms from a cost and technical standpoint. The Courts reserve the right to reject any or all proposals determined to be inadequate or unacceptable. The Courts reserve the right to interview any and all prospective candidates proposed in response to this solicitation.

#### **M.2 Evaluation Criteria**

The evaluation factors set forth below shall be used to evaluate each proposal. The maximum points for technical is 100 total points. The criteria for evaluating the proposals and their respective points are as follows:

<b>EVALUATION CRITERIA</b>	<b>MAXIMUM POINTS</b>
Qualifications of proposed Personnel	60
Past Performance	40
Total Points	100

#### **M.3 Price Proposal Evaluation**

The Courts will not rate or score price, but will evaluate each offeror's price proposal for realism, reasonableness, and completeness. This evaluation will reflect the offeror's understanding of the solicitation requirements and the validity of the offeror's approach to performing the work.

1. Realism: The Courts will evaluate the realism of the proposed price by assessing the compatibility of proposed price with proposal scope and effect. In the evaluation, the Courts will consider the following:
  - a. Do the proposed prices reflect a clear understanding of the requirements?
  - b. Do the proposed prices for performing various functional service requirements reflect the likely costs to the offeror in performing the effort with reasonable economy and efficiency?
  - c. Are proposed prices unrealistically high or low?
  - d. Are the proposed prices consistent with the technical and management/staffing approach (e.g., if the offeror proposes a staff of

$x$  people, the price proposal must account for  $x$  people)?

2. Reasonableness: In evaluating reasonableness, the Courts will determine if the offeror's proposed prices, in nature and amount, do not exceed those, which would be incurred by a prudent contractor in the conduct of competitive business. The assessment of reasonableness will take into account the context of the source selection, including current market conditions and other factors that may impact price. In the evaluation, the Courts will consider the following:
  - a. Is the proposed price(s) (for Section B – Supplies or Services and Price/Cost) comparable to the independent Courts cost estimate?
  - b. Is the proposed labor/skill mix comparable to the projected Courts skill mix and/or sufficient to meet the Section C requirements based upon the offeror's technical and management approach?
3. Completeness: In evaluating completeness, the Courts will determine if the offeror's provides pricing data of sufficient detail to fully support the offer and permit the Courts to evaluate the proposal thoroughly. In the evaluation, the Courts will consider the following:
  - a. Do the proposed prices include all price elements the offeror is likely to incur in performing the effort?
  - b. Are proposed prices traceable to requirements?
  - c. Do proposed prices account for all requirements?
  - d. Are all proposed prices supported with adequate data to permit a thorough evaluation?

**END SECTION**



## DC Courts' Contractor Attestation of Employee Vaccination

The purpose of this form is to implement measures to prevent the spread of COVID-19, to protect the safety and security of all who work for and at the DC Courts, Courts' visitors and contractors who provide goods or perform services on-site in the DC Courts' buildings or worksites (hereinafter, "DC Courts Workplaces"). Contractors are required to certify on October 1, 2021 and each January 1, April 1, July 1, and October 1 thereafter, that their employees, agents, and subcontractors (hereinafter, "Contractors") who, in order to complete their work under contract with the DC Courts, work on-site or in-person in DC Courts Workplaces, are in compliance with the DC Courts' Joint Committee on Judicial Administration Order on COVID-19 Vaccination and Testing.

### ***Employee(s) Vaccination Status***

By checking the box below, I declare that the following statement is true:

☐ Contractors, who work in-person or on-site in DC Courts Workplaces are fully vaccinated against COVID-19, or undergoing weekly COVID-19 testing and only reporting to DC Courts' Workplaces when such test results are negative. All Contractors, even those fully vaccinated, must still wear masks indoors.

### ***Contractor Attestation***

I sign this document under penalty of perjury that the above statement is true and correct, and that I am the person named below. I understand that a knowing and willful false statement on this form may be punished by fine or imprisonment or both. I understand that a Contractor making a false statement on this form may face administrative action, up to and including removal from a contract.

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## ANTI-COLLUSION STATEMENT

TO ALL BIDDERS/OFFERORS:**THIS STATEMENT MUST BE EXECUTED AND RETURNED WITH BID/PROPOSAL DOCUMENTS.**

In the preparation and submission of this bid/proposal on behalf of \_\_\_\_\_  
 (name of vendor), we did not either directly or indirectly enter into any combination or  
 arrangement with any person, firm or corporation, or enter into any agreement, participate in  
 any collusion, or otherwise take any action in the restraint of free competition in violation of  
 the Sherman Anti-Trust Act, 15 USCS, Sections 1 et seq.

The undersigned vendor hereby certifies that this agreement, or any claims resulting therefrom,  
 is not the result of, or affected by, any act of collusion with, or any act of, another person or  
 persons, firm or corporation engaged in the same line of business or commerce; and that no  
 person acting for, or employed by the D.C. Courts has an interest in, or is concerned with this  
 proposal; and that no persons, firm or corporation, other than the undersigned, have or are  
 interested in this proposal.

BY: \_\_\_\_\_

\_\_\_\_\_  
COMPANY\_\_\_\_\_  
BUSINESS ADDRESS

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in

\_\_\_\_\_  
City and State\_\_\_\_\_  
Notary Public

**ETHICS IN PUBLIC CONTRACTING**

- A. To achieve the purpose of this section, all employees and persons doing business with the Court shall be required to observe the ethical standards prescribed herein. The Executive Officer shall make available and disseminate to every person doing business with the Court, and to every Court managerial employee with procurement responsibilities, the requirements of this section.
- B. It shall be a breach of ethical standards for any employee to participate directly or indirectly in a procurement when the employee knows that the employee or any member of the employee's immediate family has a financial interest pertaining to the procurement. When a Court employee knows that he or she has an actual or potential conflict of interest, or when the Executive Officer has determined that an actual conflict of interest exists, such employee shall be disqualified from the procurement involved.
- C. It shall be a breach of ethical standards for person to offer, give, or agree to give any employee or former employee, or for any employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of procurement.
- D. It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or higher tier subcontractor, as an inducement for the award of a subcontract or order.
- E. It shall be a breach of ethical standards for any employee, former employee or any other person knowingly to use confidential information for actual or anticipated personal gain. No employee or officer of the Court shall serve on the board of directors or other governing body (whether or not compensated) of any contractor with whom the Court has a current contractual relationship if the individual's responsibilities with the Court entail the letting or management of the contract.

BY: \_\_\_\_\_

\_\_\_\_\_  
COMPANY

NON DISCRIMINATION

Employment discrimination by contractor is prohibited.

Every contract over \$10,000.00 shall include or incorporate by reference the following provisions:

1. During the performance of this contract, the Contractor agrees as follows:
  - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
  - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The Contractor will include the provisions of the foregoing paragraphs, a, b, and c in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontract or vendor.

BY: \_\_\_\_\_

\_\_\_\_\_  
COMPANY

CERTIFICATION OF ELIGIBILITY

CONTRACTOR'S/  
PROJECT NAME: \_\_\_\_\_

\_\_\_\_\_, being duly sworn, or under penalty of perjury under the laws of the United States, certifies that, except as noted below, (the company) or any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any Federal, District or State statutes; has not been suspended, debarred voluntarily excluded or determined ineligible by any Federal, District, or State agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted; or has a Civil judgment rendered against it by a Court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
President or Authorized Official

\_\_\_\_\_  
Title

The penalties for making false statements are prescribed in the Program Fraud Civil Remedies Act of 1986 (Public Law 99-509, 31 U.S.C. 3801-3812).

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in

\_\_\_\_\_  
City and State

\_\_\_\_\_  
Notary Seal

\_\_\_\_\_  
Notary Public

TAX CERTIFICATION AFFIDAVIT

For all bids/offers over 100,000.00, the following affidavit is required:

\_\_\_\_\_, 20 \_\_\_\_.

I hereby certify that:

1. I have complied with the applicable tax law fillings and licensing requirements of the District of Columbia.
2. The following information is true and correct concerning the payment of my tax liability:  
 State: \_\_\_\_\_ ☐ Current ☐ Not Current  
 Unemployment Insurance \_\_\_\_\_ ☐ Current ☐ Not Current
3. If not current, as checked in Item 2, I am in compliance with a payment agreement with the Department of Finance and Revenue ☐ Yes ☐ No, and/or the Department of Employment Services ☐ Yes ☐ No.
4. My tax numbers are as follows:  
 D.C. Employer Tax ID No.: \_\_\_\_\_  
 Unemployment Insurance Account No.: \_\_\_\_\_  
 D-U-N-S No.: \_\_\_\_\_

The D.C. Courts is hereby authorized to verify the above information with appropriate Government authorities. Penalty of making false statements is a fine of not more than \$1,000.00, imprisonment for not more than one (1) year or both, as prescribed in D.C. Code Sec. 22-2514. Penalty for false swearing is a fine of not more than \$2,500.00, imprisonment for not more than three (3) years, or both, as prescribed in D.C. Code Sec. 22-2513.

\_\_\_\_\_  
 Signature of Person Authorized to Sign  
 This Document

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Typed or Printed Name

Name of Organization \_\_\_\_\_

Notary: Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20 at

\_\_\_\_\_  
 Month and Year at \_\_\_\_\_  
 City and State

**CERTIFICATION REGARDING A DRUG-FREE WORKPLACE**

A. Definition as used in this provision:

"Controlled substance" means a controlled substance as defined in Schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812) and as further defined in the regulation at 21 CFR 1308.11 - 1308.15.

"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.

"Drug free workplace" means a site for the performance of work done in connections 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.

"Employee" means an employee of a Contractor directed engaged in the performance of work under a D.C. Courts contract.

"Individual" means a bidder/offeror that has no more than one employee including the bidder/offeror.

B. By submission of its bid/offer, the bidder/offeror, if other than an individual who is making a bid/offer that equals or exceeds \$25,000.00, certifies and agrees that with respect to all employees of the bidder/offeror to be employed under a contract resulting from this solicitation will:

- (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 work place and specifying the actions that will be taken against employees for violation of each prohibition;
- (2) Establish a 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 programs; and
  - (iv) The penalties that may be imposed upon employees for drug abuse violations in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (B), (1) of this provision;
- (4) Notifying such employees in the statement required by subparagraph (b), (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 of any criminal drug statue conviction for violation occurring in the work place no later than five (5) days after such conviction;
- (5) Notify the Contracting Officer within ten (10) days after receiving notice under subdivision (B), (4), (ii) of this provision from an employee or otherwise receiving actual notice of such conviction;
- (6) Within thirty (30) days after receiving notice under subparagraph (B), (4) of this provision of a conviction, impose the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the work place:
  - (i) Take appropriate personnel action against such employee up to and including termination; or
  - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purpose by a Federal, State, or local health, law enforcement or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (B), (1) through (B), (6) of this provision.
- C. By submission of its bid/offer, the bidder/offeror, if an individual, who is making a bid/offer of any dollar value, certifies and agrees that the bidder/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.
- D. Failure of the bidder/offeror to provide the certification required by paragraphs (B) or (C) of theses provisions, renders the bidder/offeror unqualified and ineligible for award.
- E. In addition to other remedies available to the D.C. Courts, the certification in paragraphs (B) and (C) 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.

**Concurrence:**

**AUTHORIZED CONTRACTOR PERSONNEL**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**PAST PERFORMANCE EVALUATION FORM**

(Check appropriate box)

Performance Elements	Excellent	Good	Acceptable	Poor	Unacceptable
Quality of Services/ Work					
Timeliness of Performance					
Cost Control					
Business Relations					
Customer Satisfaction					

1. Name & Title of Evaluator: \_\_\_\_\_
2. Signature of Evaluator: \_\_\_\_\_
3. Name of Organization: \_\_\_\_\_
4. Telephone Number of Evaluator: \_\_\_\_\_
5. State type of service received: \_\_\_\_\_
6. State Contract Number, Amount and period of Performance \_\_\_\_\_  
\_\_\_\_\_
7. Remarks on Excellent Performance: Provide data supporting this observation. Continue on separate sheet if needed)
8. Remarks on unacceptable performance: Provide data supporting this observation. (Continue on separate sheet if needed)

### RATING GUIDELINES

Summarize Contractor performance in each of the rating areas. Assign each area a rating of 0 (Unacceptable), 1 (Poor), 2 (Acceptable), 3 (Good), 4(Excellent), or ++ (Plus). Use the following instructions a guidance in making these evaluations.

	<b>Quality Product/Service</b> <ul style="list-style-type: none"> <li>-Compliance with contract requirements</li> <li>-Accuracy of reports</li> <li>-Appropriateness of personnel</li> <li>-Technical excellence</li> </ul>	<b>Cost Control</b> <ul style="list-style-type: none"> <li>-Within budget (over/under target costs)</li> <li>-Current, accurate, and complete billings</li> <li>-Relationship of negated costs to actual</li> <li>-Cost efficiencies</li> <li>-Change order issue</li> </ul>	<b>Timeless of Performance</b> <ul style="list-style-type: none"> <li>-Meet Interim milestones</li> <li>-Reliable</li> <li>-Responsive to technical directions</li> <li>-Completed on time, including wrap-up and contract administration</li> <li>-No liquidated damages assessed</li> </ul>	<b>Business Relations</b> <ul style="list-style-type: none"> <li>-Effective management</li> <li>-Businesslike correspondence</li> <li>-Responsive to contract requirements</li> <li>-Prompt notification of contract problems</li> <li>-Reasonable/cooperative</li> <li>-Flexible</li> <li>-Pro-active</li> <li>-effective contractor recommended solutions</li> <li>-Effective snail/small disadvantaged business Subcontracting program</li> </ul>
<b>0. Zero</b>	Nonconformances are comprises the achievement of contract requirements, despite use of Agency resources	Cost issues are comprising performance of contract requirements.	Delays are comprising the achievement of contract requirements, Despite use of Agency resources.	Response to inquiries, technical/ service/administrative issues is not effective and responsive.
<b>1, Unacceptable</b>	Nonconformances require major Agency resources to ensure achievement of contract requirements.	Cost issues require major Agency resources to ensure achievement of contract requirements.	Delays require major Agency resources to ensure achievement of contract requirements.	response to inquiries, technical/ service/administrative issues is marginally effective and responsive.
<b>2. Poor</b>	Nonconformances require minor Agency resources to ensure achievement of contract requirements.	Costs issues require minor Agency resources to ensure achievement of contract requirements.	Delays require minor Agency resources to ensure achievement of contract requirements.	Responses to inquiries, technical/ service/administrative issues is somewhat effective and responsive.
<b>3. Acceptable</b>	Nonconformances do not impact achievement of contract requirements.	Cost issues do not impact achievement of contract requirements.	Delays do not impact achievement of contract requirements.	Responses to inquires, technical/ service/administrative issues is usually effective and responsive.
<b>4. Good</b>	There are no quality problems.	There are no cost issues.	There are not delays.	Responses to inquiries, technical/ service/administrative issues is effective and responsive,
<b>5. Excellent</b>	The contractor has demonstrated an exceptional performance level in some or all of the above categories.			

**MAJOR DUTIES:**

This position is located in the Capital Projects and Facilities Management Division of the District of Columbia Court and is designed to perform a variety of assignments relative to the repair and improvement of District facilities.

Performs a variety of general repair and maintenance services which include masonry and carpenter work tile laying, painting and repair at various Court owned and or operated buildings. Supervisor assigns work orally or in written form such as work orders, blueprints, drawings, sketches and specifications, etc., with supervision as to method, procedure or technique to employ. Based upon established trade standards and directives. Carries out assignments, plans work sequence, selects appropriate tools and material within the framework of set procedures or as directed. Completed work is reviewed for overall accuracy, adequacy and adherence to accepted trade standards, practices and codes enacted by the D.C. Government. Available guides consist of the D.C. Building Code, blueprints, diagrams and accepted trade standards. Additional guides consist of pertinent directives and policies.

Assists in providing a variety of general repair and maintenance services. Typical duties are as follows:

**Masonry and Cement Finishing:**

Using proper amounts of water, cement, sand and/or stone, assists in mixing concrete to proper consistency for applicable task, using tools such as trowel, float, spirit level, plumbob, hammers, chisels and crowbars, etc., repairs and constructs steps, walks, stoops, patios, foundations drive ways and retaining walls, etc., may be required to build wood forms or use set steel forms to pour cement.

**Carpentry Work:**

Assists in performing general carpentry tasks such as repairing wooden door and window frames, hand rails, and steps. Makes and installs shelves; constructs partitions using sheet rock and sheets of plywood as necessary. Assist in painting partitions and match existing walls and may be required to install electrical receptacles and door locks when requested.

Tile Work:

Assists in laying rubber, asphalt, and linoleum tile to cover floors. This entails removing old tile by scraping and chipping away hardened adhesive. Using chisels, hammer and screw driver, removes base boards, molding and embedded articles of stone and metal, etc. Reconditions subflooring when found to be deteriorated by sanding, patching, replacing and/or underlying total coverage with a minimum waste of tile material. May calculate the amount of material needed by considering the area of stationary objects like drain pipes, work benches, tables and cabinets etc. Based upon the tile being laid applies the appropriate adhesive or bonding material in accordance with instructions prescribed by manufactures. Installs tile as necessary by matching tile with existing tile and/or cutting tile to fit irregular shaped areas.

Skill and Knowledge:

Knowledge and skill in the utilization of accepted trade (carpenter, masonry and tile setting) methods and techniques to accurately perform assignments.

Knowledge of simple arithmetic to make sure computations and plan assignments as required.

Ability to use a variety of motorized tools and accessories.

Knowledge of safety rules, regulations and requirements to ensure compliance.

Responsibility:

A higher grade worker or supervisor assigns work orally or in easily understood written directions. The incumbent selects the appropriate tools, decides on the methods and techniques to use and carries out assignments which are spot-checked during their progress. The higher grade worker or supervisor additionally checks to ensure compliance with instructions.

Physical Effort:

The incumbent exerts moderate to strenuous physical effort depending upon the type of work assignment. Arm movement may be considerable and cramped or awkward positions may be encountered. The incumbent may lift and carry items weighing up to 100 pounds.

Working Conditions:

Frequently works inside and outside while accomplishing routine assignments. While outside is exposed to a variety of weather conditions such as hot sun, wind and cold. Is subject to cuts and bruises, skin irritation, dust and dirt while mixing concrete and tile bonding materials, etc. Constantly handles material weighing in excess of 50 pounds and occasionally up to 90 pounds when handling tiles, sands, bricks and cement.

Other Significant Factors:

Incumbent is required to have and maintain a valid driver license, a D.C. Government Operator's Permit.

## **ATTACHMENT J.10**

### **RESPONSES TO FREQUENT QUESTIONS**

Question:

Is there an incumbent currently providing these services?

Response:

Yes. The incumbent is Midtown Personnel, Inc.

Question:

If so how long has the current staff been in place on the incumbent contract?

Response:

Five (5) years.

Question:

Is the incumbent contractor able to bid on this task order at this time?

Response:

Yes

Question:

If there is a contract currently in place, what is the dollar value?

Response:

There is a current contract in place. The contract ceiling amount for the final option period is NTE \$1.4M.

Question:

Will you provide a list of employees who have been on the contract for over a year?

Response:

The incumbent's employee information is confidential per the supplier.

Question:

Please advise if you will accept other resumes at the time of award if the candidates for the resumes that were submitted with the solicitation are not available.

Response:

Yes, other resumes may be considered at the time of award. For replacement personnel, the Contractor shall furnish resumes of qualified personnel to the Contracting Officer's Technical Representative (COTR) for review and approval. Only the personnel who have been approved by the COTR shall be directed by the Contractor to report to the Courts for duty.

Question:

We have clients who have taken the time to complete detailed government evaluations (CPARS evaluations) which detail our performance for Adherence to Schedule, Quality, Management, and Cost Control and more. The details in our CPARS are much greater than what the questions are in the Evaluation form which you have indicated for us to get completed. Can we utilize CPARS evaluations in lieu of asking our clients to complete your evaluation?

Response:

The Courts will not utilize the CPARS evaluations. As stated in the solicitation, offerors are required to submit the completed Past Performance Evaluation form (attachment J.8) from at least three references with their proposals.

Question:

Do you want Attachment J.8 to be filled and signed by the contact person of our client where we've provided similar references and client we are providing as a reference to the Courts?

Response:

Yes.

Question:

We are extremely interested to bid on RFP "Temporary Personnel Services and will be obliged if you could please share incumbent's price proposal.

Response:

The Courts does release/disclose incumbent price proposal.