

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

ISSUED BY: DISTRICT OF COLUMBIA COURTS
ADMINISTRATIVE SERVICES DIVISION
PROCUREMENT AND CONTRACTS BRANCH
700 6TH STREET, NW, 12TH FLOOR
WASHINGTON, DC 20001

DATE ISSUED: March 1, 2023

QUESTIONS DUE DATE: March 14, 2023,
1:00 P.M. Eastern Standard Time (EST)

SOLICITATION NUMBER: DCSC-23-IFB-47

CLOSING DATE: March 31, 2023

CLOSING TIME: 3:00 P.M. EST

OFFER/BID FOR: *Integrated Pest Management Services*

OFFER/BID FOR: MARKET TYPE: (OPEN)

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

A Pre-Proposal conference and pre-bid site visit will be held on March 10, 2023. Offerors shall meet at 10:00 A.M in front of the H. Carl Moultrie Courthouse, 500 Indiana Ave, NW, Washington DC 20001. We will provide parking accommodation. Interested offerors should email Keith Belle at

Keith.belle@dccsystem.gov no later than Tuesday March 7, 2023.

The undersigned offers and agrees that, with respect to all terms and conditions accepted by the Courts under “AWARD” below, this bid/offer and the provisions of the Invitation for Bids (“IFB”) will constitute a Formal Contract.

<p style="text-align: center;">BIDDER</p> <p>Name:</p> <p>Street:</p> <p>City, State:</p> <p>Zip Code:</p> <p>Area Code & Telephone Number:</p>	Name and title of Person Authorized to Sign Offer: (Type or Print)	
	Signature (Seal)	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 _____

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All written communications regarding this solicitation should be addressed to the Contracting Officer and should be directed via **EMAIL** to Mr. Keith Belle, Contract Specialist at keith.belle@dccsystem.gov.

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

Questions and Explanation to Prospective Bidders (“Bidder(s)”):

The Courts will post all amendments and responses to Bidders questions to the DC Courts Website at <https://www.dccourts.gov/about/procurement-contracts-branch> under Solicitations. Oral explanations or instructions given by the Courts Officials before the award will not be binding.

Bid/Offer Submission and Identification. (See section L. for more information)

REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS

1. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

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

2. WALSH-HEALY ACT

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

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

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(b) Manufacturer

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

3. BUY AMERICAN CERTIFICATION

The Bidder hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Clause 26 of the District of Columbia Courts General Contract Provisions), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

EXCLUDED END PRODUCTS	COUNTRY OR ORIGIN
<hr/>	

4. OFFICERS NOT TO BENEFIT CERTIFICATION

Each Bidder shall check one of the following:

- ___ (a) No person listed in Clause 21 of the District of Columbia Courts General Contract Provisions will benefit from this contract.
- ___ (b) The following person(s) listed in Clause 21 of the District of Columbia Courts General Contract Provisions may benefit from this contract. For each person listed, attach the affidavit required by Clause 21 of the District of Columbia Courts General Contract Provisions.

5. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- (a) Each signature on the 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 bidder 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 offer.
 - (2) The prices in this offer have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other bidder or competitor before offer

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opening unless otherwise required by law; and

- (3) No attempt has been made or will be made by the Bidder to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory.
 - (1) Is the person in the Bidder's organization responsible for determining the prices being offered in this 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 Bidder's organization);
 - (ii) As an authorized agent, does certify that the principals named in subdivision (b) (2) (1) above have not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above; and
 - (iii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.

- (c) If Bidder deletes or modifies subparagraph (a) (2) above, the Bidder must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

6. TYPE OF BUSINESS ORGANIZATION

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

7. PAYMENT IDENTIFICATION NO.

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

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Please list below applicable vendor information:

Federal Tax Identification Number: _____

Or

Social Security Number: _____

Unique Entity Identifier (UEI) Number: _____

Legal Name of Entity Assigned this Number: _____

Street Address and/or Mailing Address: _____

City, State, and Zip Code: _____

Type of Business: _____

Telephone Number: _____

Fax Number: _____

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 is seeking a qualified Contractor (the “Contractor”) to provide Comprehensive Integrated Pest Management (IPM) Services between the hours of 5:00PM - midnight., Monday through SAT and 8AM – 5PM Sundays, vendor should provide treatment bi-annually
- B.2** The Bidders shall submit a price for the services specified below and in accordance with Section C, Scope of Services, of this IFB.

B.3 CONTRACT PRICE:

The Bidders shall submit a price for the Base Year and all Option Years (“Option Years”) for the services specified below and in accordance with Section C, Scope of Services, of this IFB. Each Bidder

shall include in his “Cost per Clin”, the cost of all labor and materials necessary to perform the scope of work as specified in the below Price Schedule), Sections B and Section C – Descriptions / Specifications / Work Statement.

The Bidders shall state a price below for the numbered contract line items (CLINs) for which the Bidder agrees to provide the required services if awarded a contract as a result of this solicitation. Each CLIN is a distinct element as currently envisioned and described in Section C that follows.

The BIDDERS MUST BID ON ALL ITEMS FOR BASE YEAR AND FOUR (4) OPTION YEARS TO BE CONSIDERED FOR AWARD.

B.3.1 – Price Schedule Sheets

B.3.1.1 Base Year Contract Price

Contract Line Item No. (CLIN)	Item Description	Quantity	Unit	Unit Price	Total Price Per CLIN
0001	Integrated Pest Management (IPM) Plan as per scope of work, Direct Labor Tech/Scheduled.	12	Month	\$ _____	\$ _____
0002	Direct Labor Tech/ Rodent & Insect Treatment	12	Month	\$ _____	\$ _____

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0003	Materials - Bait Stations and Rodenticides	12	Month	\$ _____	\$ _____
Total Lump Sum Price					100%

B.3.1.2 Option Year One (1) Contract

Contract Line Item No. (CLIN)	Item Description	Quantity	Unit	Unit Price	Total Price Per CLIN
0001	Integrated Pest Management (IPM) Plan as per scope of work, Direct Labor Tech/Scheduled.	12	Month	\$ _____	\$ _____
0002	Direct Labor Tech/ Rodent & Insect Treatment	12	Month	\$ _____	\$ _____
Total Lump Sum Price					100%

B.3.1.3 Option Year Two (2) Contract Price

Contract Line Item No. (CLIN)	Item Description	Quantity	Unit	Unit Price	Total Price Per CLIN
0001	Integrated Pest Management (IPM) Plan as per scope of work, Direct Labor Tech/Scheduled.	12	Month	\$ _____	\$ _____
0002	Direct Labor Tech/ Rodent & Insect Treatment	12	Month	\$ _____	\$ _____
Total Lump Sum Price					100%

B.3.1.4 Option Year Three (3) Contract Price

Contract Line Item No. (CLIN)	Item Description	Quantity	Unit	Unit Price	Total Price Per CLIN
0001	Integrated Pest Management (IPM) Plan as	12	Month	\$ _____	\$ _____

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	per scope of work, Direct Labor Tech/Scheduled.				
0002	Direct Labor Tech/ Rodent & Insect Treatment	12	Month	\$ _____	\$ _____
Total Lump Sum Price					100%

B.3.1.5 Option Year Four (4) Contract Price

Contract Line Item No. (CLIN)	Item Description	Quantity	Unit	Unit Price	Total Price Per CLIN
0001	Integrated Pest Management (IPM) Plan as per scope of work, Direct Labor Tech/Scheduled.	12	Month	\$ _____	\$ _____
0002	Direct Labor Tech/ Rodent & Insect Treatment	12	Month	\$ _____	\$ _____
Total Lump Sum Price					100%

B.3.1.6 Option Year Five (5) Contract Price

Contract Line Item No. (CLIN)	Item Description	Quantity	Unit	Unit Price	Total Price Per CLIN
0001	Integrated Pest Management (IPM) Plan as per scope of work, Direct Labor Tech/Scheduled.	12	Month	\$ _____	\$ _____
0002	Direct Labor Tech/ Rodent & Insect Treatment	12	Month	\$ _____	\$ _____
Total Lump Sum Price					100%

Bidders shall certify cost and price data incorporated in price schedule and material cost tables above are accurate and complete and current as of the data certified below by authorized company.

Authorized Company Representative Name and Title

Authorized Company Representative Signature and Date

Company Name

B.4 BACKGROUND/GENERAL

B.4.1 The District of Columbia Courts comprise the Judicial Branch of the District of Columbia Government. The Court of Appeals, the appellate court of last resort; the Superior Court, the trial court; and the Court System, the administrative offices, make up the Courts. The Courts are a unified court system, which means that there is one level of trial court in which all cases are filed. The Courts are financed by the Federal Government and its budget submitted to the U.S. Office of Management and Budget for the President's recommendation and then forwarded to the United States Congress for final consideration.

The H. Carl Moultrie courthouse, built in the 1970s, although not historic, is also located along the view corridor and reinforces the symmetry of Judiciary Square through its similar form and material to the municipal building located across the John Marshall Plaza. The Moultrie Courthouse provides space for Superior Court, and family Court operations and the Clerk's Offices.

B.5 REQUIRMENTS:

B.5.1 The main objective of the award of contracts under this IFB is for qualified Contractors to provide the DC Courts with Integrated Pest Management services as stated in the statement work. The Contracts IPM program shall follow industry best practices while providing safe, effective, environmentally sound control methods including biological/genetic/cultural control, mechanical/physical control, and where necessary, appropriate use of the least hazardous. Low odor, non-repellent pesticides. All services shall conform to the requirements specified herein

B.5.2 The following lists the addresses for the buildings on the main campus:

- 500 Indian Avenue, NW- **909,400 SF**
- 430 E Street NW- **146,550 SF**
- 410 E Street, NW- **54,000 SF**
- 515 5th Street, NW- **123,900 SF**
- 510 4th Street, NW- **122,500 SF**

B.5.3 In addition to the main campus locations above there are currently seven (7) offsite facilities, The Contractor shall include all offsite locations as a part of the scope of this requirement. The seven (7) current offsite facilities are as follows:

1. Warehouse 6217 Columbia Park Rd, Cheverly MD 20785- **24,675 SF**
2. 1110 V St, SE Washington, DC 20020- **4,840 SF**
3. 2041 Martin Luther King Jr Ave STE 400 SE Washington DC 20001- **4,840 SF**
4. 920 Rhode Island Ave, NE Washington DC 20018- **20,109 SF**
5. 2575 reed St, NE Washington, DC 20018- **20,109 SF**
6. 118 Q St, NE Washington DC 20002- **8,063 SF**
7. **1201 &1215 South Capital. Street SW 7,093 SF**

B.5.4 Offsite location are subject to changes such as locations added or removed, based upon leasing, and other requirements of DC Courts.

B.5.5 The Contractor shall perform all work in accordance with the DC Courts standards and guidelines.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK - BASE CONTRACT YEAR

C.1.1 The District of Columbia Courts are seeking a qualified Contractor to perform quality IPM Plan, Additionally, the contractor shall furnish all laboratory testing, labor, supervision, transportation tools, materials, and supplies necessary to perform pest control services in accordance with the guidelines established by federal, state and local government laws, rules and regulations. Any and all applicable EPA regulations and rules shall be followed (www.epa.gov) and as detailed in the approved IPM. All services provided are to be completed by a certified, trained and licensed pest control operator in any and all categories as required by District of Columbia Government in a manner that ensures the health and general well-being of staff and visitors. Contractors will Perform regular scheduled inspections and treatment as well as on demand services. All Infestations will be addressed until complete elimination of pests. The contractor shall perform in strict accordance with all terms, conditions, provisions, specifications, and schedules of this solicitation and any resulting contract.

C.1.2 The Contractor shall develop and submit an integrated pest management plan (IPM) to include, but not limited to the following:

- a) Indoor and outdoor populations of cockroaches, mice moles, rats, ants, spiders, and other insects, arachnids, and arthropods.
- b) Indoor and outdoor populations of winged stinging insect including removal of the nest structure.
- c) Rodent control, termite control, crawling insect control, flying insect control, migratory pet control, bird control and mite control.
- d) Specialized pest management application for standard insecticides, rodenticides, termiticides, thermal fogging's cold fogging's herbicides, and fumigants.

C.1.3 The Contractors IPM Plan shall follow industry best practices while providing the following services, documentation, or be able demonstrate the requirement:

- e. The Contractor shall use non-pesticide methods of control whenever possible. Electronic or manual trapping devices, rather than pesticides sprays, shall be the standard method for capturing and monitoring pest movement, including indoor fly control.
- f. As a rule, the Contractor shall apply all insecticides as "crack crevice" treatments, formulate insecticide should not be visible to a bystander during or after the application process.
- g. Application of insecticides to exposed surfaces or as space sprays (fogging) shall be restricted to exceptional circumstances where no alternative measures are practical. No

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surface application or space spray shall be made while tenant personnel are present. The contractor shall take all necessary precautions to ensure tenant and employee safety, and all necessary steps to ensure the containment of the pesticide to the site of application.

- h. Bait formulations shall be the standard pesticide technology for cockroach and ant control, with alternate formulations restricted to unique situations where baits are not practical
- i. Glue boards and insect monitors shall be used to track and evaluate indoor insect control efforts whenever necessary.
- j. Maintain required personnel security clearances to perform work within secured areas of the various Court buildings.

C.1.4 As a rule, rodent control inside building shall be accomplished with electric or manual trapping devices and various multiple catch traps only. In general, all such devices shall be concealed out of the public view and in protected areas so as not to be affected by routine cleaning and other operations. The Contractor shall check all control devices in as appropriate manner as to not disturb daily operations.

C.1.5 The Contractor shall use rodenticides in circumstances when rodenticides are deemed essential for adequate rodent control inside buildings. All rodenticides, regardless of packaging, shall be placed either in locations not accessible to children, pets, and domestic animals, and in EPA-approved tampered resistant bit stations. As a general rule, rodenticide application outside buildings shall emphasize the direct treatment of rodent burrow whenever feasible.

C.1.6 The Contractor shall be responsible for the disposal of expired rodents and shall do so an appropriate manner.

C. 2 Placement of Bait Station

C.2.1 All bait stations shall be maintained in accordance with federal, state, and local laws and regulations, with an emphasis on the safety of non-targeted organisms.

- a) The lids of all bit stations shall be securely locked or fastened shut.
- b) All bait stations shall be placed out of the general view, in location where it will not be disturbed by routine operations.
- c) All bait stations shall be securely attached or anchored to floor, ground, wall or other immovable surface, so that the box cannot be easily picked up or moved.
- d) The Contractor shall install and maintain bait stations wherever necessary inside and/ or outside of building(including parking garages) for rodent control including and, not limited to the vicinity of dumpster, roll-off containers, and trash compactors

C.3 Crawling insect Control

C.3.1 Technician will use various methods and material to probe and flush the various insects from their

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hiding and/or harborage areas. The results obtained from this probing and flushing, along with an inspection of the surrounding area, will dictate any secondary treatment procedures
. All affected areas must be treated monthly.

C.4 Migratory Pest Control

C.4.1 Appropriate pesticides will be applied around the outside perimeters of all site buildings. The number of these applications may vary with minimum of three (3) per year. The pesticides will be applied in sufficient quantities to not only effect a kill of existing pests, but also establish a barrier against additional invaders.

C.5 Flying Insect Control

C.5.1 Services to be administered using either mechanical and / or chemical controls on an as needed basis

C.6 Bird Control

C.6.1 Services to be provided on an as needed basis.

C.7 Use of Pesticide

C.7.1. The application of all pesticides shall adhere to federal, state, and local laws and regulations, including all applicable. Environmental Protection Agency (EPA) Occupational Safety and Health Administration (OSHA), state/local regulatory guidance on pesticide storage, disposal, and applications.

C.7.2 The purchase and use of all chemicals will be the responsibility of the Contractor.

C.7.3 The Contractor shall not store any pesticide product on the property being services. When on site, products shall remain under Contractors' care, custody and control at all times.

C.7.4 Pesticide application shall be according to need and not by schedule. As a general rule, application of pesticides in any inside or outside area shall not occur unless visual sighting, inspection or monitoring devices indicate the presence of pests in that specific area.

C.7.5 When pesticide use is necessary, the contractor shall employ the least hazardous material most precise application technique and minimum quantity of pesticide necessary to achieve control.

C.7.6 The contractor shall obtain the approval of the COTR prior to any application of pesticide liquid, aerosol, or dust to exposed surfaces, or any space spray treatment. The contractor shall take all necessary precautions to ensure tenant and employee safety, and all necessary steps to ensure the containment of the pesticide to the site of applications shall be made while tenant personnel are

present.

C.8 Contract Service Call

C.8.1 DC Courts will place a service call request to the Contractor with a detailed description of work that is required. The Contractor shall then provide the Courts a detailed cost and time estimate, which includes an itemized breakdown for labor, parts, and material as well as a schedule with critical milestones for completing the requested supplemental service. If and when the contractor's proposal is accepted, DC Court will authorize the contractor to proceed by signing the proposal.

C.8.2 Labor rates included on the pricing schedule for the contract shall be used in preparing supplemental services estimates. Unless otherwise directed by the DC Courts, the Contractor shall provide the Court with an accurate written estimate of the cost and time for the contractor to complete each of the task requested by the Court. The Contractor shall not proceed with any of the work described in the service call proposal until written authorization has been received from the Court.

C.9 Exclusion Services

C.9.1 The contractor shall seal small holes/openings less than 1 inch in diameter under base services. Opening greater than 1 inch in diameter the contractor shall request approval from the court and request that a service call be requested and approved before proceeding with the work.

C.10 SPECIAL REQUIREMENT

C.10.1 All vendor employee and sub-contractors of the vendor, who intend to work on site for this project must comply with DC Courts health & safety COVID protocols regulations, as well as undergo and pass a security clearance administered by the District of Columbia Courts prior to accessing the worksite and beginning any work.

The vendor's management team and employees must past a background check and receive a DC Court's contractor's badge to operate in Court Buildings unescorted

SECTION D - PACKAGING AND MARKING

Not Applicable

(This section is intentionally left blank)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 Inspection of Services

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

E.2 Acceptance of Services

- E.2.1 Services shall be accepted by the Contracting Officer's Technical Representative ("COTR"). The COTR will be identified in Section G of this solicitation.

SECTION F - DELIVERIES AND PERFORMANCE

F.1 Term of Contract

F.1.1 The term of the contract shall be for the Base Year from the date of award of the contract. The date of award shall be the date the Contracting Officer signs the contract document.

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

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

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

The Bidder shall include in its price proposal, the price for the Base Year and all Option Years. Failure to submit price for base year and all Option Years may cause the Courts to exclude your offer from further consideration.

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

F.3 Commencement of Work:

The work starting date for the Contractor shall be mutually agreed upon by the Court and the Contractor

F.4 Deliverables:

F.4.1 The Contractor shall perform the activities required to successfully complete the Courts requirements and submit each deliverable to the Contracting Officer's Technical Representative identified in section G.6.2 of this IFB. All Deliverables shall be in a form and manner acceptable to the Courts. The Contractor shall complete the tasks for the Base Year and provide to the COTR, the deliverables

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specified below within the designated time frames:

Item Number/ Section	Deliverable	Quantity	Due Date	To Whom
001				COTR
002				COTR
003				COTR

F.4.2 All Deliverables shall be in a form and manner acceptable to the Courts. The Contractor shall complete the tasks and provide to the Contract Administrator the deliverables specified below within the designated time frames.

F.4.3 The Courts will provide a priority list based on the timeframes for the completion of each task. The Courts will provide a priority list based on the timeframes provided.

F.4.4 The Contractor shall provide the Courts with a schedule for final review and acceptance.

F.5 STANDARD OF PERFORMANCE:

The Contractor agrees to provide a high standard of professional service. In determining whether the Contractor has performed accordingly, it is understood and agreed that D.C. Courts will measure the amount and quality of the services required by the contract against the representations made by the Contractor in its written proposal.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 Payment/Invoices.

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

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electronic invoice for certification of receipt of satisfactory services prior to authorization of payment. Contractors are solely responsible for reading the contract and complying accordingly. The Contracting

G.1.6 The COTR shall review each electronic invoice for certification of receipt of satisfactory services before authorization of payment.

G.2 Final Invoice

The Contractor shall submit final electronic invoice (s) within thirty (30) days after the expiration of this contract. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement. The Contractor must contact the COTR in order to obtain a D.C. Courts Release of Claims form. Upon receipt of the form, the Contractor must complete and submitted the District of Columbia Release of Claims (Attachment J.8) form as well as provide a copy of the final electronic invoice to the COTR.

G.3 Tax Exempt

G.3.1 The Courts is exempt from taxation pursuant to D.C. Code 47-2005(1).

G.4 Prompt Payment Act

G.4.1 The Courts will pay interest (late charge) on each electronically received and approved invoice pursuant to the Prompt Payment Act, 31 U.S.C. 3901 et seq.

G.4.2 In addition, the Contractor shall complete **Attachment J.8 - District of Columbia Courts Release of Claims form and submit to the Contracting Officer.**

G.5 Audits:

G.5.1 At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor's invoices or vouchers and statements of costs audited. Any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the Court and a discrepancy of overpayment is found, the Court shall be reimbursed for said overpayment within thirty (30) days after written notification.

G.6 Contracting Officer and Contracting Officer's Technical Representative (COTR).

G.6.1 Contracting Officer. The District of Columbia Superior Court Contracting Officer who has the appropriate contracting authority is the only Court official authorized to contractually bind the Court through signing contract documents. All correspondence to the Contracting Officer shall be forwarded to:

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Darlene D. Reynolds, CPPB, GWCCM
Procurement and Contracts Branch Manager
Administrative Services Division
District of Columbia Courts
700 6th Street, N.W., 12 Floor
Washington, D.C. 20001
Telephone Number: (202) 879-2872
Email: Darlene.reynolds@dccsystem.gov

G.6.2 Contracting Officer’s Technical Representative (COTR): The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor’s performance or non-performance of the contract requirements. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract. The COTR shall be:

Eric Butts
Facilities Manager
Administrative Services Division
District of Columbia Courts
700 6th Street, N.W., 12 Floor
Washington, D.C. 20001
Telephone Number: (202) 879-4202
Email: Eric.Butts@dccsystem.gov

G.7. Authorized Representative of the Contracting Officer

G.7.1 The COTR will have the responsibility of ensuring that the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in this contract. It is understood and agreed that the COTR shall not have authority to make changes in the scope or terms and conditions of the contract.

G.8. Payment Office

G.8.1 The Contractor shall prepare and submit invoices electronically or mail and in duplicate copies to (refer to Section G.1.E):

Accounting Supervisor Financial Operations Division D.C. Superior Court 700 Sixth 12 Floor Street, N.W Washington, D.C. 20001	Eric Butts Facilities Manager Administrative Services Division District of Columbia Courts 700 6th Street, N.W., 12 Floor
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202-879-2813 accountingbranch@dccsystem.gov	Washington, D.C. 20001 Telephone Number: (202) 879-4202 Email: Eric.Butts@dccsystem.gov
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G.8.2

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

SECTION H - SPECIAL CONTRACTS REQUIREMENTS

H.1 Other Contractors.

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

H.2 Disclosure of Information.

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

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

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

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

H.3 Rights in Data.

H.3.1 "Data" as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost and pricing, or management information.

- H.3.2 The term "Technical Data" as used herein, means recorded information regardless of form or characteristic. It may, for example, document research, experimental, developmental work, or be used to define a design or process to produce, support, maintain, or update material or documentation. The data may be character, graphic or pictorial delineation in media such as drawings or photographs, text, or related design or performance type documentation. Examples of technical data include research data, documentation drafts, lists, specifications, profiles, standards, process sheets, manuals, and technical reports.
- H.3.3 The term "Computer Software" as used herein, means all computer programs and relational computer databases, "Computer Programs" as used herein are defined as a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. Computer programs include operating systems, assemblers, compilers, interpreters, database management systems, utility programs, sort/merge programs, and automatic data processing equipment (ADPE) maintenance diagnostic programs.
- H.3.4 All data first produced in the performance of any contract resulting from this solicitation process shall be the sole property of the District of Columbia Courts. The bidder hereby acknowledges that all data, including, without limitation, produced by the bidder for the process, are works made for hire and are the sole property of the District of Columbia Courts; but, to the extent any such data may not, by operation of law, be works made for hire, the Contractor shall transfer and assign to the Courts the ownership of copyright in works, whether published or unpublished. Further, the Contractor agrees to give the Courts all assistance reasonably necessary to perfect such rights, including but not limited to the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights at common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in any manner or form, authorize others to do so, without written consent of the District of Columbia Courts until such time as the Courts may release such data to the public domain. The Courts shall not unreasonably withhold consent to the bidder's request to publish or reproduce data in professional or public relations trade publications.
- H.3.5 The Courts will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

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H.3.6 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any Courts installation to which the computer may be transferred by the Courts.

H.3.7 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative.

H.3.8 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

H.3.9 The restricted rights set forth in section H.3.5- H.3.8 are of no effect unless

(i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

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

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

H.3.10 In addition to the rights granted in Section H.3.5- H.3.8 above, the Contractor hereby grants to the Courts a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section H.3.5- H.3.8 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the Courts under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the Courts under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the Courts any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

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- H.3.11 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, H.3, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the Courts' or the Contractor's rights in that subcontractor data or computer software which is required for the Courts.
- H.3.12 For all computer software furnished to the Courts with the rights specified in Section H.3.4, the Contractor shall furnish to the Courts, a copy of the source code with such rights of the scope specified in Section H.3.4. For all computer software furnished to the Courts with the restricted rights specified in Section H.3.5- H.3.8, the Courts, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the Courts under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- H.3.13 The Contractor shall indemnify and save and hold harmless the Courts, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- H.3.14 Nothing contained in this clause shall imply a license to the Courts under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Courts under any patent.
- H.3.15 Paragraphs H.3.5-H.3.8, H.3.9, H.3.10, H.3.13 and H.3.14 above are not applicable to material furnished to the Contractor by the Courts and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such

H.4 Key Personnel

- H.4.1 The Court's reserves the right to require removal or reassignment of the Contractor's project staff found unacceptable. Notwithstanding anything to the contrary, the Court's have the option to terminate the contract, at its discretion, if it is dissatisfied with the Contractor's replacement project staff.

H.5 Data Sources

H.5.1 The Courts will provide the successful Bidder all available data possessed by the Courts that relates to this contract. However, the successful Bidder is responsible for all costs for acquiring other data or processing, analyzing or evaluating Courts data.

H.6 Safeguards of Information

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

H.7 Access to and Inspection of Work

H.7.1 The Courts' Representatives will, at all times, have access to the work being performed under this contract wherever it may be in progress or preparation.

H.8 Americans with Disabilities Act Requirements

H.8.1 The Courts is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all Courts programs, activities and services. Government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any Courts contractual agreement must make the same commitment. Your acceptance of this contract acknowledges your commitment and compliance with ADA.

H.9 News Release by Vendors

H.9.1 As a matter of policy, the Courts do not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation will not be made by a contractor without the prior written approval of the Courts. All proposed news releases shall be routed to the Contracting Officer for review and approval.

H.10 Security Requirements

H.10.1 The requirement for Contractor personnel to obtain a security clearance as designated by the Contracting Officer may arise per District of Columbia Courts' security policies and procedures. The District of Columbia Courts will notify the Contractor of all such requirements as soon as practicable.

H.11 Contractor Management Responsibility (MAR 2010)

H.11.1 The Contractor shall appoint a Project Manager who will be the Contractor's Authorized Representative for technical and administrative performance of all services required hereunder. The Project Manager shall provide the single point of contact through which all Contractor/Court communications, work and technical direction shall flow. The Project Manager will be present at scheduled deliverables presentations and responsible for ensuring that any requested changes be made to the final product. The Contractor shall identify the Project Manager, in writing, within 5 days of contract award.

H.10 Suspension of Work (Mar 2010)

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

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

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

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

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

H.11 Court Delay of Work (MAR 2010)

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

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

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

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

H.12 Safety Precautions (MAR 2010)

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

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

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

H.13 Use of Premises (MAR 2010)

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

(b) The Contractor shall comply with the regulations governing the operation of

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premises which are occupied and shall perform his contract in such a manner as not to interrupt or interfere with the conduct of Court.

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

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

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

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

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

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

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

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

(2) Noises or disturbances.

H.14

Access to Building (MAR 2010)

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

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

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

(d) Should the Contractor desire to work on Saturdays, Sundays, or holidays,

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he/she must receive permission in writing from the COTR or designee. If permission is granted, all work performed shall be at no additional expense to the Court.

H.15 Availability of Funds for The Next Fiscal Year (MAR 2010)

H.15.1 This contract shall be terminated if funds are not made available for the continuation of the contract in any fiscal year covered by the contract. The Court's obligation for performance of this contract beyond this fiscal year is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Courts for any payment may arise for performance under this contract beyond this fiscal year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

H.16 Subcontracts (MAR 2010)

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

H.17 Publicity

H.17.1 The Contractor shall at all times obtain the prior written approval from the Court's Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.18 Protection of Property:

H.18.1 The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

H.19 Liability

H.19.1 The Contractor shall hold the District of Columbia free of any damages resulting from consumption of products delivered under this contract, when such damages are attributed to foreign material or other defects in products delivered by the Contractor.

H.20 Data Sources

H.20.1 The Courts will provide the successful Bidder all available data possessed by the Courts that relates to this contract. However, the successful Bidder is responsible for all costs for acquiring other data or processing, analyzing or evaluating Courts data.

H.21 Safeguards of Information

H.21.1 Unless approved in writing by the Contracting Officer, the successful Bidder may not sell or give to any individual or organization any information, reports, or other materials given to, prepared or assembled by the successful Bidder under the final contract. The successful Bidder (s) must maintain all records in compliance with federal and state laws and regulations.

H.22 Access to and Inspection of Work

H.22.1 The Courts' Representatives will, at all times, have access to the work being performed under this contract wherever it may be in progress or preparation.

H.23 Prompt Payment Act

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

H.24 Wage Determination

The Contractor shall be bound by Wage Determination No. 2015-4282, Revision No. 24, dated 06/27/2022, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Section J.11 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised, and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

PART II

SECTION I - CONTRACT CLAUSES

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

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

I.2 Restriction on Disclosure and Use of Data.

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

I.3 Ethics in Public Contracting.

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

I.4 Disputes.

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

I.5 Laws and Regulations.

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

I.6 Non-Discrimination.

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

I.7 Examination of Books and Records.

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

I.8 Record Keeping.

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

I.9 Subcontracts.

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

I.10 Protest.

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

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

I.10.2 A protest shall include the following:

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

I.10.2.2 Solicitation or Contract Number.

I.10.2.3 Detailed statement of the legal and factual grounds for the protest, including

copies of relevant documents.

I.10.2.4 Request for a ruling by the Director of the Administrative Services Division; and

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

I.11 Debriefing (MAR 2010)

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

I.12 Insurance.

I.12.1 General Requirements

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

I.12.1.1 Automobile Liability Insurance

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

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single limit for bodily injury and property damage.

I.12.1.2 **Workers' Compensation Insurance**

The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

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

I.12.2 **Duration**

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

I.12.3 **Liability**

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

I.12.4 **Measure of Payment**

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

I.12.5 **Notification**

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

I.12.6 **Certificates of Insurance**

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

Keith Belle
Contract Specialist
700 6th Street, N.W., 12 Floor
Washington, DC 20001
Phone: (202) 879-5515
Keith.Belle@dccsystem.gov

I.12.7 Disclosure of Information

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

I.13 Cancellation Ceiling

In the event of cancellation of the contract because of no appropriation for any fiscal year after this fiscal, there shall be a cancellation ceiling of zero dollars representing reasonable preproduction and nonrecurring costs, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

I.14 CONTINUITY OF SERVICES (MAR 2010)

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

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to affect 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

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the plan and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

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

I.16

Time

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

PART III

LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

- J.1 General Provisions Applicable to D.C. Courts Contracts**
- J.2 Anti-Collusion Statement**
- J.3 Ethics in Public Contracting**
- J.4 Non-Discrimination**
- J.5 Certification of Eligibility**
- J.6 Tax Certification Affidavit**
- J.7 Certification Regarding a Drug-Free Workplace**
- J.8 District of Columbia Courts Release of Claims**
- J.9 Past Performance Evaluation Form**
- J.10 Supplier Information Form**
- J.11 Wage Determination 2015-4281, Revision 24, dated 06/27/2022**

PART IV

REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

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 bidder/contractor that has no more than one employee including the bidder/contractor.

K.1.2 By submission of its offer, the bidder, 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 bidder 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

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performance duration, or as soon as possible for contract of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed.

K.1.2.1 Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

K.1.2.2 Establish an ongoing drug-free awareness program to inform such employees about -

- (i) The dangers of drug abuse in the workplace.
- (ii) The Contractor's policy of maintaining a drug-free workplace.
- (iii) Any available drug counseling, rehabilitation, and employee assistance program; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

K.1.2.3 Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph K.1.2.1 of this provision.

K.1.2.4 Notify such employees in writing in the statement required by subparagraph K.1.2.1 of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will

- (i) Abide by the terms of the statement; and
- (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction.

K.1.2.5 Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision K.1.2.4 (ii) of this clause, from an employee or otherwise receiving actual notice of such conviction.

K.1.2.6 The notice shall include the position title of the employee; and

K.1.2.7 Within 30 calendar days after receiving notice under subdivision K.1.2.4 (ii) of this provision of a conviction, take one of the following actions with respect to any

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employee who is convicted of a drug abuse violation occurring in the workplace:

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

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

K.1.3 By submission of its offer, the bidder, if an individual who is making an offer of any dollar value, certifies and agrees that the bidder 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 bidder to provide the certification required by paragraphs K.1.2 or K.1.3 of this provision, renders the bidder unqualified and ineligible for award. (See FAR 9.104-1(g) and 19-602-1(a)(2) (i) and (ii).

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

K.1.6 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE

Print Name of Authorized Representative	Title
Signature of Authorized Representative	

PART IV

REPRESENTATIONS AND INSTRUCTIONS

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 Bid Submission and Identification

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

L.1.2 Bids/Offeres shall be submitted **BY EMAIL** (electronic version PDF format). The Bidders shall conspicuously mark on the cover of the proposal package the name and address of the Bidder and the following:

Solicitation Number: DCSC-23-IFB-47

Caption: "Integrated Pest Control Service"

Proposal Due Date & Time: March 31, 2023, No later than 3:00 P.M

L.1.3 Confidentiality of Submitted Information

L.1.3.1 Bidders who include in their bids/offers 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.1.3.1.1 *"This offer/bid includes data that shall not be disclosed outside the District of Columbia Courts and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process."*

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

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

L.1.3.3 Note that the District of Columbia Courts shall have the right to duplicate, use, or disclose the data to the extent consistent with the Court's internal needs in the procurement process. The Courts may, without permission of the Bidder, use, without restriction, information contained

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in this proposal package if it is obtained from another source.

L.2 Bid Submission

L.2.1 The Bids shall be submitted **BY EMAIL** to Mr. Keith Belle, Contract Specialist at keith.belle@dccsystem.gov no later than 2:00 p.m. on **March 31, 2023**.

L.3 Bid Submission Date and Time, Late Submission, Modifications and Withdrawals.

L.3.1 Bid shall be submitted no later than the date and time specified in the solicitation. Bids, modifications to bids, or requests for withdrawal that are received in the designated Courts office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

L.3.1.1 The bid or modification was sent by registered or certified mail no later than the fifth (5th) calendar day before the date specified for receipt of bids.

L.3.1.2 The bid or modification was sent by mail, and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the Courts after receipt; or

L.3.1.3 The bid is the only offer received.

L.3.2 The only acceptable evidence to establish the date of a late bid, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the offer, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown in the postmark, the bid shall be considered late unless the bidder can furnish evidence from the postal authorities of timely mailing.

L.3.3 A late bid/offer, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

L.3.4 A late modification of a successful offer which makes its terms more favorable to the Courts shall be considered at any time it is received and may be accepted.

L.3.5 A late offer, 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.4 Questions.

L.4.1 Questions concerning this Bid must be directed by **e-mail** to:

Keith Belle, Contract Specialist
Procurement and Contracts Branch
Administrative Services Division
District of Columbia Courts
700 6th Street, N.W., 12th Floor
Washington, D.C. 20001
Keith.belle@dccsystem.gov
Telephone: 202-879-5515

L.4.2 For further information on submission of questions, please refer to section L.5 of this IFB.

L.5 Explanation to Prospective Bidders.

L.5.1 **Any prospective bidder desiring an explanation or interpretation of this solicitation must request it by email no later than **March 14, 2023 at 2:00 p.m.**** Requests should be directed to the procurement contact person at the e-mail address listed in Section L.4. Any substantive information given to a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

L.6 Changes to the IFB.

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

L.7 Method of Award.

L.7.1 The Courts reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the Courts.

L.7.2 The Courts intend to award a single contract resulting from this solicitation to the

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qualified, lowest responsive and responsible bidder who has the lowest bid/offer price.

L.8 Cancellation of Award.

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

L.9 Official Offer.

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

L.10 Certifications, Affidavits, and Other Submissions.

L.10.1 Bidders shall complete and return with their price bid, Page 1 of the IFB/Solicitation, Offer and Award for Supplies and Services; any Amendment(s); Section K; Attachment J.3- Ethics in Public Contracting; J.4- Non-Discrimination; J.5- Certification of Eligibility; J.6- Tax Certification Affidavit; J.9- Past Performance Evaluation Form(s); J.10- Supplier Information Form; and J.12- Bidder's Price Schedule.

L.10.2 No award shall be made unless the Contracting Officer makes confirmation or affirmative determination of responsibility for the potential contractor. ***THE POTENTIAL CONTRACTOR MUST BE REGISTERED IN SYSTEM FOR AWARD MANAGEMENT (SAM) PRIOR TO AWARD OF CONTRACT. REGISTER AT WWW.SAM.GOV.***

L.11 Retention of Bids/Offers.

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

L.12 Public Disclosure under FOIA.

L.12.1 Trade secrets or proprietary information submitted by an bidder in connection with procurement shall not be subject to public disclosure under the District of Columbia

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Freedom of Information Act (FOIA). This Act is not applicable to the Court. However, the bidder must invoke the protection of this section prior to or upon submission of the data or other materials; must identify the specific area or scope of data or other materials to be protected; and state the reasons why protection is necessary. A blanket proscription that the bidder's entire bid is proprietary will have no effect whatsoever.

L.13 Examination of Solicitation.

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

L.14 Acknowledgment of Amendments.

L.14.1 Bidders shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) identifying the amendment number and date in the offer; or (c) letter. The District of Columbia Courts must receive the acknowledgment by the date and time specified for receipt of offers. Bidder's failure to acknowledge an amendment may result in rejection of the offer.

L.15 Right to Reject Offers.

L.15.1 The Courts reserve the right to reject, in whole or in part, any and all bidders received as the result of this IFB.

L.16 Offer Preparation Costs.

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

L.17 Prime Contractor's Responsibilities.

L.17.1 Each Bidder may propose services that are provided by others, but any service(s) proposed must meet all of the requirements of this Invitation for bid.

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

L.18 This is a Firm Fixed Price Contract.

L.19 Failure to Respond to Solicitation.

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

L.20 Signing Offers and Certifications.

L.20.1 Each offer must provide a full business address and telephone number of the bidder and **BE SIGNED BY THE PERSON OR PERSONS LEGALLY AUTHORIZED TO SIGN CONTRACTS.** All correspondence concerning the offer or resulting contract will be mailed to the address shown above on the offer in the absence of written instructions from the bidder 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, a Bidder 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 Bidder shall submit to the Contracting Officer, the agent's authority to bind the Bidder. Bidder shall complete and sign all Representations and Acknowledgments, as appropriate. Failure to do so may result in the offer being rejected.

L.21 Errors in Offers.

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

L.23 Acceptance Period.

The bidder agrees, to keep it bid open for sixty (60) days from the date specified in this solicitation for the submission of bids

PART V

SECTION M – EVALUATION FACTORS & GENERAL STANDARDS OF RESPONSIBILITY

M.1 In order to receive an award under this solicitation, the Court’s Contracting Officer must determine that the prospective Contractor has the capability in all respects to perform fully the contract requirements. To be deemed responsible, a prospective contractor must establish that it has:

- a) Adequate financial resources to perform the contract, or the ability to obtain them.
- b) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- c) A satisfactory performance records.
- d) A satisfactory record of integrity and business ethics.
- e) the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors.
- f) The necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and
- g) Be otherwise qualified and eligible to receive an award under applicable laws and regulations (see also inverted domestic corporation prohibition).

M.1.2 The Courts reserves the right to request, from a prospective contractor, information necessary to determine the prospective contractor's responsibility. Information is to be submitted upon the request of the Courts within the time specified in the request. Failure of a bidder to comply with a request for information may subject the bidder's proposal to rejection on responsibility grounds. If a prospective contractor fails to supply the requested information, the Court’s Contracting Officer shall make the determination of responsibility or non-responsibility based on available information. If the available information is insufficient to make a determination of non-responsibility, the Court’s Contracting Officer shall determine the bidder to be non-responsible.

M.1.3 The Courts intend to make one (1) contract award from this solicitation to the Bidder who submits the lowest evaluated bid that is responsive and responsible. To this end, the Courts will evaluate bids as submitted in the Bidder’s Price Schedule (Attachment J.12), consistent with the price-related evaluation factors identified in this IFB.