

**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
510 4TH STREET, NW, BUILDING B, SUITE 323
WASHINGTON, DC 20001

DATE ISSUED: June 24, 2025

QUESTIONS DUE DATE: June 30, 2025
2:00 P.M., Eastern Standard Time ("EST")

CLOSING DATE & Time: July 14, 2025
at 2:00 P.M., EST

SOLICITATION NUMBER: DCSC-25-IFB-85

OFFER/BID FOR: Maintenance and Repair of Holding Detention
Cells & Equipment

MARKET TYPE: Open

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

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

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

CONTRACT NO. <u>DCSC-25-IFB-85</u> , AWARD MINIMUM AMOUNT \$ _____ & AWARD MAXIMUM AMOUNT \$ _____ ACCEPTED AS TO THE FOLLOWING ITEMS:	
DISTRICT OF COLUMBIA COURTS BY: _____ CONTRACTING OFFICER	
CONTRACT PERIOD: _____	_____ AWARD DATE

Solicitation No.: DCSC-25-IFB-85
Maintenance and Repair of Holding/Detention Cells & Equipment

All written communications regarding this solicitation should be addressed to the Contracting Officer listed in section G.5.1 and email to Mr. Ahmad Stanekzai, Senior Contract Specialist at ahmad.stanekzai@dccsystem.gov.

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

Questions and Explanation to Prospective Offerors:

The Courts will post all amendments and responses to offerors' 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 Submission and Identification. (See section L. for more information)

PART I

SECTION B - SUPPLIES OR SERVICES AND PRICE/COST

B.1 INTRODCUTION & PURPOSE

The District of Columbia Courts (“Courts” or “DCC”) on behalf of the District of Columbia Court, Capital Projects and Facilities Management Division (CPFMD) are seeking a qualified Bidder (“Bidder”) to provide maintenance, repair, and installation services on Southern Folger detention equipment and hardware located at the District of Columbia Courts’ holding facilities. See Section C for a detailed description of the scope of this solicitation. It is the intent of the Courts to solicit responses to this Invitation for Bid (“IFB”) in accordance with instructions, procedures and requirements outlined in this IFB.

B.2 Contract Period

The term of the contract shall be one year from date of award of the contract, with four (4) optional one-year renewals at the sole discretion of the Courts. The date of award shall be the date the Contracting Officer signs the contract document.

B.3 TYPE OF CONTRACT

This is an Indefinite-Delivery & Indefinite-Quantity (ID/IQ) contract, from which firm-fixed price task orders or cost-reimbursement task orders may be issued. The Courts intend to award a single contract resulting from this solicitation to the lowest responsive and responsible Bidder.

B.4 PRICE SCHEDULE

The offeror shall complete the price schedule in Attachment J.12 of this solicitation. Proposed labor rates shall be fully burdened. As stated above, the Courts intend to award a single contract resulting from this solicitation to the lowest responsive and responsible Bidder. Bidders shall submit a price schedule, for the base period of one year and four option years, for the goods and services specified and in accordance with Section C, Description/ Specification/ Work Statement, of this IFB.

B.5 ORDER LIMITATIONS

B.5.1 There is no limit on the number of orders that may be issued. The Courts may issue orders requiring performance at multiple locations.

B.5.2 **Minimum Guaranteed.** The minimum guaranteed amount is equal to one (1) unit of CLIN 1, Quarterly Maintenance Service (Inclusive of Labor & Required Materials). The minimum guaranteed order will be satisfied upon issuance of a task order for that service.

B.5.3 **Maximum Ceiling.** The maximum order limitation for award shall not exceed **\$150,000.00** annually.

B.6 COST REIMBURSABLE

The costs allowable shall be limited to reasonable, allocable, and necessary costs determined in accordance with the following:

- (1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(4) of this clause, the term “costs” includes only-
 - (i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;
 - (ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for-
 - a) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made-
 1. In accordance with the terms and conditions of a subcontract or invoice; and
 2. Ordinarily within 30 days of submission of the Contractor’s payment request to the Government
 - b) Direct labor;
 - c) Other direct in-house costs; and
 - d) Properly allocable and allowable indirect costs, as shown in the proposal records.

B.7 IFB Schedule

Below is the anticipated schedule for this solicitation.

Solicitation Activity	Date
IFB Release	June 24, 2025
Bidders Questions/ Inquiries Due	June 30, 2025 at 2:00 P.M., EST
Responses to Bidders Questions/Inquiries if applicable	On/About July 3, 2025
Bids Due	July 14, 2025 at 2:00 P.M., EST

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 PURPOSE

- C.1.1 The Courts on behalf of CPFMD are seeking bids from qualified contractors to inspect, maintain, repair, and install detention equipment and hardware at the District of Columbia Courts' facilities.

C.2 BACKGROUND

- C.2.1 The Courts is comprised of the DC Court of Appeals, the DC Superior Court and the DC Court System. The CPFMD is part of the DC Court System—providing shared services to the DC Court of Appeals and the DC Superior Court. The DC Courts currently maintain 1.2 million gross square feet (GSF) of space within five (5) Courts-owned buildings in Judiciary Square and maintain the grounds surrounding those buildings.

- C.2.2 The Courts' Judiciary Square campus is comprised of the following five (5) Courts-owned buildings:

- a. 500 Indiana Avenue N.W. (H. Carl Moultrie Courthouse)
- b. 515 5th St. NW (known as Building A)
- c. 510 4th St. NW (known as Building B)
- d. 410 E St. NW (known as Building C)
- e. 430 E St. NW (known as Building D/the Historic Courthouse)

- C.2.3 All cell blocks with detention equipment are currently located at the H. Carl Moultrie Courthouse, located at 500 Indiana Avenue N.W., Washington, DC 20001
(see attachment J.13 for a list of detention cells equipment and quantities currently used).

C.3 DESCRIPTION OF SERVICES

C.3.1 Task 1- Quarterly Preventative Inspection

- C.3.1.1 The Contractor shall perform quarterly preventative inspections and maintenance which includes, at a minimum, the following:

- i. Inspecting control panels;
- ii. Inspecting control switches;
- iii. Inspecting and tightening hinges on swinging doors;
- iv. Inspecting pistol lockers;
- v. Removing lock covers and inspecting for wear;
- vi. Cleaning and lubricating locks;
- vii. Making minor repairs and adjustments to equipment for proper operation;
- viii. Reporting on inspection findings and writing detailed scopes and estimates for required repairs;
- ix. Testing individual key release and re-locking functions;
- x. Testing electrical operation of door control and proper indication; and
- xi. Testing emergency release functions of doors and making critical adjustments.

- C.3.1.2 Preventative maintenance services shall be performed after hours, between 8pm and 3am.

C.3.2 Task 2- Repair of Defects Found During Preventative Maintenance

C.3.2.1 When possible, all defects found during preventative maintenance shall be corrected on the day the defect is discovered, and in all cases within two (2) business days of discovery.

C.3.2.2 If the defect cannot be fixed on the date of discovery, the Contractor shall submit a written trouble report to the COTR which includes the estimated time for completion.

C.3.2.3 Repair services shall be performed after hours, between 8pm and 3am, unless notified by the COTR of an exception. Repairs cannot be performed during normal business hours without express permission and can only be performed when there are no detainees in the holding cells.

C.3.2.4 The Contractor will be responsible for procuring and providing the equipment necessary for repair or replacement. The Courts will reimburse the contractor for costs in accordance with clause B.6 of this solicitation.

C.3.3 Task 3- Emergency and Non-Emergency Repairs to Holding Cells and Equipment

C.3.3.1 The Contractor shall provide the Courts with same day emergency response within 2 hours.

- Service of emergency repairs must be completed within 24 business hours from the time an emergency service request is submitted by the COTR or designee.

C.3.3.2 Service of non-emergency repairs must be completed within 72 business hours from the time an emergency service request is submitted by the COTR or designee.

C.3.3.3 Repair services shall be performed after hours, between 8pm and 3am, unless notified by the COTR of an exception. Repairs cannot be performed during normal business hours without express permission and can only be performed when there are no detainees in the holding cells.

C.3.3.4 The Contractor should provide the Courts with highly experienced technicians to service, inspect, test, diagnose or replace equipment.

C.3.3.5 The Contractor should only provide the Courts with personnel or sub-contractors that employed by Contractor for them to receive security clearance, through the U.S. Marshal Service database.

C.3.3.6 The Contractor ensures that they will provide their employees with all tools and material to complete tasks. The Courts will provide a secure area to store tools or material while service is provided at the courts.

C.3.3.7 The Contractor must ensure that service is within DC Government Code compliances.

C.4 ORDERING

C.4.1 Any services to be furnished under this contract will be ordered by issuance of a funded task order, authorized by the Contracting Officer.

C.4.2 All task orders are subject to the terms and conditions of this contract. In the event of a conflict between a task order and this contract, the contract shall control.

- C.4.3 If mailed, a task order is considered “issued” when DC Courts deposits the task order in the mail. Task orders may be issued by facsimile or by electronic commerce.
- C.4.4 When the need arises for services covered under Task 2 and Task 3 in Section C.3, the COTR will notify the contractor of the requirement. The contractor shall submit an estimate for the labor and materials proposed to complete the task. The labor rates shall be in agreement with the proposed rates provided in the Contractor’s bid. The Contracting Officer will issue a funded task order, with an established ceiling, for these services upon verification that the proposed prices are fair and reasonable and in agreement with the terms of the contract.

SECTION D - PACKAGING AND MARKING

(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 Courts during contract performance and for as long as the contract requires.
- E.1.3 The Courts have the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Courts shall perform inspections and test in a manner that will not unduly delay the work.
- E.1.4 If the Courts perform inspections or test on the premises of the Contractor or subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in the contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- E.1.5 If any of the services do not conform to the contract requirements, the Courts may require the Contractor to perform the services again in conformity with the contract requirements, at no increase in the contract amount. When the defects in services cannot be corrected by performance, the Courts may:
- (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
 - (2) Reduce the contract price to reflect the reduced value of the services performed.
- E.1.6 If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity with the contract requirements, the Courts may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Courts that is directly related to the performance of such service or (2) terminate the contract for default.
- E.2 Services will be accepted by the COTR.

SECTION F - DELIVERIES AND PERFORMANCE

F.1 TERM OF CONTRACT.

The term of the contract will be one year from the date of award. 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

F.2.1 The Courts may extend the term of this contract for a period of four (4) one (1) year option periods, or a 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 thirty (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 thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.2.2 If the Courts exercise the option, the extended contract shall be considered to include the option provision.

F.2.3 The prices for the option periods shall be as specified in the contract.

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

F.2.5 The exercise of any option is subject to the availability of funds at the time the option is exercised.

F.2.6 During any option year, contract requirements and deliverables remain the same as those in the base year.

F.3 DELIVERABLES

F.3.1 All deliverables shall be in a form and manner acceptable to the Courts. The Contractor shall furnish supplies, materials, equipment, and employees required to meet and perform the requirements of this Contract.

F.3.2 The Contractor shall provide the Courts' COTR with the deliverables specified below and within the designated timeframes.

Item Number	Deliverable	Quantity	Format/Method of Delivery	Due Date	Deliver To
1	Quarterly Inspection Report	1	Electronic & Hard Copy	Five (5) days after each inspection	COTR

F.3.3 The contractor shall provide deliverables as described in subsequent task orders. Deliverables shall be specified by the government.

F.4 PERFORMANCE

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

Location	Service	Schedule
H. Carl Moultrie Courthouse	Preventative Inspection	Quarterly; Scheduled in coordination with the COTR
H. Carl Moultrie Courthouse	Emergency Maintenance & Repairs	As Needed; Within 24 Hours of Request from COTR or designee
H. Carl Moultrie Courthouse	Non-Emergency Maintenance & Repairs	As Needed; Within 72 Hours of Request from COTR or designee

SECTION G- CONTRACT ADMINISTRATION DATA

G.1 PAYMENT/INVOICES

The Courts will make invoice payments under the terms and conditions specified in the contract. The Contractor will be compensated upon completion and acceptance of the work as specified in the contract. Payments shall be considered as being made on the day a check is dated or the date of an electronic funds transfer.

Payment shall be based on fixed labor rates set forth in the contractor's pricing schedule. Task Orders issued under an IDIQ contract shall be Labor Hour or Firm Fixed Price orders. Payment shall be made based on Task Orders approved by the COTR (See Section C.4). The DC Courts will pay the amount due the Contractor under this contract after:

- a. Completion and acceptance of work; and
- b. Presentation of a properly executed invoice accompanied by supporting documentation.

G.2 Payment/Invoices.

G.2.1 The Contractor will be compensated upon completion and acceptance of the work as specified in the contract. Payments shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. The contractor shall be compensated as set forth below.

G.2.2 Effective June 8, 2018 all invoices and payment request shall be submitted electronically through the U.S. Department of the Treasury's Invoice Processing Platform (IPP) System using the "Bill to Agency" of Interior Business Center-FMD. The IPP website address is <https://www.ipp.gov>. In addition, it is the vendors' (contractors') responsibility to be System for Awards Management (SAM) registered and in IPP. The vendors (contractors) must be SAM registered in order to register in IPP. The SAM website address is <https://www.sam.gov>.

G.2.3 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.2.4 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), COTR email address, and description, quality, unit of measure, and extended price of the services or supplies actually rendered.

G.2.5 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 a copy of the electronic invoice along with all the required supporting documentation as stated in the contract. The Contracting Officer's Technical Representative (COTR) shall review each electronic invoice for certification of receipt of satisfactory services prior to authorization of payment.

G.2.6 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 DC Courts Release of Claims form. Upon receipt of the form, the Contractor must complete and submitted the Release of Claims form as well as provide a copy of the final electronic invoice to the COTR.

G.2.7 Tax Exempt

The Courts are exempt from taxation pursuant to DC Code 47-2005(1).

G.3 In addition, the Contractor shall complete **Attachment J.8** - District of Columbia Courts Release of Claims form and submit to the Contracting Officer.

G.4 Audits

G.4.1 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.5 CONTRACTING OFFICER AND CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.5.1 **Contracting Officer.** The District of Columbia Courts' Contracting Officer who has the appropriate contracting authority is the only Courts official authorized to contractually bind the Courts through signing contract documents. All correspondence to the Contracting Officer shall be forwarded to:

Darlene D. Reynolds, CPPB, GWCCM
Procurement and Contracts Branch Manager
Administrative Services Division
District of Columbia Courts
510 4th Street, NW, Bldg. B, Suite 323
Washington, DC 20001
Email: darlene.reynolds@dccsystem.gov
Tel: (202) 879-2872

G.5.2 Contracting Officer's Technical Representative (COTR):

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

Robert B. Jones
Project Manager Facilities
Capital Projects & Facilities Management Division
District of Columbia Courts
510 4th Street, NW, Bldg. B
Email: robert.jones@dccsystem.gov
Tel: (202) 879-1367

G.6 AUTHORIZED REPRESENTATIVE OF THE CONTRACTING OFFICER

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

G.7 Payment Office

G.7.1 The Contractor shall prepare and submit invoices electronically or mail and in duplicate copies to (refer to Section G.2.5):

Accounting Supervisor Financial Operations Division D.C. Superior Court 510 4 th Street, NW, 3 rd Floor Washington, DC 20001 Telephone Number: (202) 879-2813 Email: accountingbranch@dccsystem.gov	Robert B. Jones Project Manager Facilities Capital Projects & Facilities Management Division District of Columbia Courts 510 4 th Street, NW, Bldg. B Telephone Number: (202) 879-1367 Email: robert.jones@dccsystem.gov
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G.7.2 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 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by Wage Determination No. 2015-4281, Revision No. 33, date of last revision: 04/25/2025, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Section J.11 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.4 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

During the performance of the contract, the Contractor and any of its subcontractors shall comply with section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. §794 *et seq.*

H.5 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of this contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a

qualified individual with a disability. See 42 U.S.C. §12101 et seq.

H.6 SECURITY REQUIREMENTS

The Courts create a unique environment for Contractors to perform work. There are levels of security that can hinder access to all areas of the buildings, such as, high-traffic areas, cell blocks, and secure areas for Judge and Jurors. Working in a building that includes many different levels of security can be challenging. **The Contractor is required to obtain clearances for their project team and their subcontractors and obtain permission to work in secure areas. The processes to obtain clearances and permission may take up to ten (10) days, but contractors are still required to maintain their prescribed schedules. The requirement for Contractor personnel to obtain a security clearance is mandatory to work on the DC Courts' premise.** If the procedures to acquire the security clearance change, the Contracting Officer will notify the Contractor of any new requirements as soon as practicable. The Contractor shall satisfy security clearance requirements as designated by the Contracting Officer. Contractors should understand that some secure areas require work to be performed during off hours or with the accompaniment of Court Security Offices (CSO's). These secure areas include the Clerk of the Court's office area, Judges' Chambers, and U.S. Marshals Space. A CSO and U.S. Marshal must be retained for security use by the Contractor when entering these areas.

All employees and sub-contractors performing work for the DC Courts under this contract are required to submit to and pass a security clearance. The MPD Criminal History Request Form is attachment J.14 of this solicitation.

H.7 CONTRACTOR MANAGEMENT RESPONSIBILITY

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

H.8 SUSPENSION OF WORK

H.8.1 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.

H.8.2 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.

H.8.3 A claim under this clause shall not be allowed-

- a. 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
- b. 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.9 COURT DELAY OF WORK

H.9.1 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.

H.9.2 A claim under this clause shall not be allowed-

- a. 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
- b. 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.10 SAFETY PRECAUTIONS

H.10.1 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.

H.10.2 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.

H.10.3 The Courts, its officers, agents, servants and employees shall not be held liable for any property damages or physical harm resulting from inadequate protection.

H.11 USE OF PREMISES

H.11.1 The Contractor shall not load or permit the loading of any part of any structure to such an extent as to endanger its safety.

H.11.2 The Contractor shall comply with the regulations governing the operation of premises, which are occupied and shall perform his contract in such a manner as not to interrupt or interfere with the conduct of Court.

H.11.3 Any work necessary to be performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed in accordance with the terms of this contract.

H.11.4 The Contractor shall use only such entrances to the work area as designated by the COTR.

H.11.5 Any work, once started, shall be completed as rapidly as possible and without unnecessary delay.

H.11.6 Only such portions of the premises as required for proper execution of the contract shall be occupied.

H.11.7 All work shall be performed in such manner as to cause minimum annoyance to occupants of adjacent premises and interference with normal traffic.

H.11.8 Work performed in existing buildings shall be executed in a manner that will cause minimum interference with facility occupants.

H.11.9 All work shall be carried on in an orderly manner performed in such manner to cause minimum:

- a. Interference with or disruption of normal activities in the building which is occupied; and
- b. Noises or disturbances.

H.12 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

The Court's obligation for performance of this contract each 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 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.13 CONSENT TO SUBCONTRACT

The Contractor hereunder shall not subcontract any of the Contractor's work or services 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. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the Court, the Contractor shall remain liable to the Courts for all contractors' work and services required hereunder.

H.14 SUBCONTRACTS

- H.14.1 Nothing contained in the contract documents shall be construed as creating any contractual relationship between any subcontractor and the Court.
- H.14.2 The divisions or sections of the specifications are intended to control the Contractor in dividing the work among the subcontractors or to limit the work performed by any trade.
- H.14.3 The Contractor shall be as fully responsible to the Court for the acts and omissions of subcontractors, and of persons employed by them as he is for the acts and omissions of persons directly employed by him.
- H.14.4 The Contractor shall be responsible for the coordination of the trades, subcontractors, materials, and persons engaged upon his work.
- H.14.5 The Court will not undertake to settle any differences between the Contractor and his subcontractors or between subcontractors.
- H.14.6 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 subcontract approved by the Court, the Contractor shall remain liable to the Courts for all contractors' work and services required hereunder.

H.15 PUBLICITY

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.16 COMPLETION OF CONTRACT

Contractor shall have fulfilled its obligation when the Court determines the Contractor has consistently provided services as described in the Statement of Work (DC Courts Contract) until the end of the contract

period.

H.17 CERTIFICATION REQUIREMENT

The vendor must be a certified detention equipment service contractor with factory-trained and certified personnel, and the vendor must be an authorized Southern Folger Detention Equipment service provider.

H. 18 CHANGES- COST-REIMBURSEMENT

- (a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
 - (1) SOW, drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Courts in accordance with the drawings, designs, or specifications;
 - (2) Method of shipment or packing;
 - (3) Place of delivery.
- (b) If any such change causes an increase or decrease in the estimated cost of or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer shall make an equitable adjustment in the
 - (1) estimated cost, delivery or completion schedule, or both;
 - (2) amount of any fixed fee; and
 - (3) other affected terms, and shall modify accordingly.
- (c) The Contactor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) Notwithstanding the terms and conditions of paragraphs (a) and (b) above, the estimated cost of this contract and, if this contract is incrementally funded, the funds allotted for the performance of this contract, shall not be increased or considered to be increased except by specific written modification of the contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract.

H.19 ACCESS TO THE BUILDING

The Contractor will be escorted by Court personnel for the performance of tasks under this contract.

PART II

SECTION I - CONTRACT CLAUSES

I.1 APPLICABILITY OF GENERAL PROVISIONS APPLICABLE TO THE COURTS CONTRACTS

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

I.2 RESTRICTION ON DISCLOSURE AND USE OF DATA

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

I.3 DISPUTES

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

I.4 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.5 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.6 NON-DISCRIMINATION

I.6.1 The Contractor agrees that it will comply with the nondiscrimination requirements set forth in D.C. Code, Section 1 2512 (1981 ed.) which will be incorporated into any contract awarded. The Contractor agrees to comply with requests from the Courts to support the Contractor's adherence to this section.

I.7 PROTEST

I.7.1 Any aggrieved person may protest this solicitation, award or proposed contract award in accordance with Chapter 8 of the Procurement Guidelines of the District of Columbia Courts. Protest shall be filed in writing, within ten (10) working days after the basis of the protest is known (or should have been known), whichever is earlier with the Contracting Officer at:

Administrative Services Division
District of Columbia Courts
Building B, 510 4th Street, NW
Washington, DC 20001

I.7.2 A protest shall include the following:

- (a) Name, address and telephone number of the protester;
- (b) solicitation or contract number;
- (c) Detailed statement of the legal and factual grounds for the protest, including copies of relevant documents;
- (d) Request for a ruling by the Contracting Officer; and
- (e) Statement as to the form of relief requested.

I.8 **DEBRIEFING**

An unsuccessful offeror may request a debriefing by submitting a written request to the Contracting Officer at the address specified in I.7 above within (3) calendar days from the date of receipt of the notification of award.

I.9 **INSURANCE**

I.9.1. General Requirements: Prior to execution of the contract, the Contractor shall obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the insurance specified below with an insurance company licensed or qualified to do business with the District of Columbia Courts. All insurance shall set forth the District of Columbia Courts as an additional insured. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with Ten (10) days prior written notice in the event of non-payment of premium. The Contractor must submit to the Contracting Officer a certificate of insurance as evidence of compliance within ten (10) calendar days after request.

- a. **General Liability Insurance.** The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability; and independent contractors. The policy coverage shall include the District of Columbia Courts as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia Courts, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
- b. **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 this contract. The policy shall provide a \$1,000,000 per occurrence -combined single limit for bodily injury and property damage.
- c. **Workers' Compensation Insurance.** The Contractor shall provide Workers' Compensation insurance covering all of its employees working in conjunction with the performance of this contract. Contractor agrees to comply at all times with applicable Federal and District of Columbia workers' compensation and occupational disease statutes.
- d. **Employer's Liability Insurance.** The Contractor shall provide employer's liability insurance as

follows: \$500,000.00 per accident for injury; \$500,000.00 per employee for disease; and \$500,000.00 for policy disease limit.

- I.9.2. Duration: The Contractor shall carry all required insurance until all contract work is accepted by the Courts and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for one (1) year, and four (4) renewable years, following final acceptance of the work performed under this contract.
- I.9.3. Liability: These are the required minimum insurance requirements established by the Courts. However, the required minimum insurance provided above will not in any way limit the Contractor's liability under this Contract.
- I.9.4. Contractor's Property: Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia Courts.
- I.9.5. 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.9.6. Notification: The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- I.9.7. Certificates of Insurance: The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Darlene D. Reynolds, CPPB, GWCCM
Procurement and Contracts Branch Manager
Administrative Services Division
District of Columbia Courts
510 4th Street, NW, Bldg. B, Suite 323
Washington, DC 20001
Email: darlene.reynolds@dccsystem.gov
Tel: (202) 879-2872

- I.9.8. 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.10 CANCELLATION CEILING

- I.10.1 In the event of cancellation of the contract because of non-appropriation for any fiscal year after fiscal year 2019, there shall be a cancellation ceiling of zero dollars representing reasonable reproduction and nonrecurring costs, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

I.11 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.12 GOVERNING LAW

I.12.1 This Contract, and any disputes arising out of or related to this Contract, shall be governed by, and construed in accordance with the laws of the District of Columbia.

I.13 ETHICS IN PUBLIC CONTRACTING

I.13.1 The Offeror shall familiarize itself with the Courts' policy entitled "Ethics in Public Contracting" (attachment J.3). The Offeror shall abide by such provisions in submission of its offer and performance of any contract awarded.

I.14 ORDER OF PRECEDENCE

I.14.1 Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- a. Supplies and Services or Price/Cost Section (Section B);
- b. Specifications/Work Statement (Section C);
- c. Special Contract Requirements (Section H);
- d. Deliveries and Performance (Section F);
- e. Contract Clauses (Section I);
- f. Contract Administration Data (Section G);
- g. Inspection and Acceptance (Section E); and
- h. Contract Attachments (Section J) in the order they appear.

I. 15 TERMINATION (Cost-Reimbursement) (May 2004)

(a) The Courts may terminate performance of work under this contract in whole or, from time to time, in part, if --

(1) The Contracting Officer determines that a termination is in the Government's interest; or

(2) The Contractor defaults in performing this contract and fails to cure the default within 10 days (unless extended by the Contracting Officer) after receiving a notice specifying the default. "Default" includes failure to make progress in the work so as to endanger performance.

(b) The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying whether termination is for default of the Contractor or for convenience of The Courts, the extent of termination, and the effective date. If, after termination for default, it is determined that the Contractor was not in default or that the Contractor's failure to perform or to make progress in performance is due to causes beyond the control and without the fault or negligence of the Contractor as set forth in the Excusable Delays clause, the rights and obligations of the parties will be the same as if the termination was for the convenience of The Courts.

(c) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause), except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case The Courts shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, the cost of which would be reimbursable in whole or in part, under this contract; approval or ratification will be final for purposes of this clause.

(6) Transfer title (if not already transferred) and, as directed by the Contracting Officer, deliver to The Courts --

(i) The fabricated or un-fabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated;

(ii) The completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government; and

(iii) The jigs, dies, fixtures, and other special tools and tooling acquired or manufactured for this contract, the cost of which the Contractor has been or will be reimbursed under this contract.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which The Courts has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (c)(6) of this clause; provided, however, that the Contractor

(i) Is not required to extend credit to any purchaser and

(ii) May acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer.

The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(d) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

- (e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 2 months from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 2 months. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on 2 months or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.
- (g) Subject to paragraph (f) of this clause, the Contractor and the Contracting Officer may agree on the whole or any part of the amount to be paid (including an allowance for fee) because of the termination. The contract shall be amended, and the Contractor paid the agreed amount.
- (h) If the Contractor and the Contracting Officer fail to agree in whole or in part on the amount of costs and/or fee to be paid because of the termination of work, the Contracting Officer shall determine, on the basis of information available, the amount, if any, due the Contractor, and shall pay that amount, which shall include the following:
 - (1) All costs reimbursable under this contract, not previously paid, for the performance of this contract before the effective date of the termination, and those costs that may continue for a reasonable time with the approval of or as directed by the Contracting Officer; however, the Contractor shall discontinue those costs as rapidly as practicable.
 - (2) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subparagraph (h)(1) of this clause.
 - (3) The reasonable costs of settlement of the work terminated, including --
 - (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
 - (ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and
 - (iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory. If the termination is for default, no amounts for the preparation of the Contractor's termination settlement proposal may be included.
 - (4) A portion of the fee payable under the contract, determined as follows:
 - (i) If the contract is terminated for the convenience of the Government, the settlement shall include a percentage of the fee equal to the percentage of completion of work contemplated under the contract, but excluding subcontract effort included in subcontractors' termination proposals, less previous payments for fee.

(ii) If the contract is terminated for default, the total fee payable shall be such proportionate part of the fee as the total number of articles (or amount of services) delivered to and accepted by The Courts is to the total number of articles (or amount of services) of a like kind required by the contract.

(5) If the settlement includes only fee, it will be determined under subparagraph (h)(4) of this clause.

(i) The cost principles and procedures in Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (f), (h), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (f) and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraph (f), (h) or (l) of this clause, The Courts shall pay the Contractor --

(1) The amount determined by the Contracting Officer if there is no right of appeal or if no timely appeal has been taken; or

(2) The amount finally determined on an appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted --

(1) All unliquidated advance or other payments to the Contractor, under the terminated portion of this contract;

(2) Any claim which The Courts has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of materials, supplies, or other things acquired by the Contractor or sold under this clause and not recovered by or credited to the Government.

(l) The Contractor and Contracting Officer must agree to any equitable adjustment in fee for the continued portion of the contract when there is a partial termination. The Contracting Officer shall amend the contract to reflect the agreement.

(m) (1) The Courts may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to The Courts upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of

termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) The provisions of this clause relating to fee are inapplicable if this contract does not include a fee.

PART III

LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

Attachment J.1	General Provisions Applicable to D.C. Courts Contracts
Attachment J.2	Anti-Collusion Statement
Attachment J.3	Ethics in Public Contracting
Attachment J.4	Non-Discrimination
Attachment J.5	Certification of Eligibility
Attachment J.6	Tax Certification Affidavit
Attachment J.7	Certification Regarding a Drug-Free Workplace
Attachment J.8	District of Columbia Courts Release of Claims
Attachment J.9	Past Performance Evaluation
Attachment J.10	Supplier Information Form DCCSF
Attachment J.11	Wage Determination No. 2015-4281, Rev. 33 (April 25, 2025)
Attachment J.12	Form of Offer Letter & Bid Form
Attachment J.13	List of Detention Cells Equipment
Attachment J.14	Criminal History Request Form

PART IV

REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

- K.1 Certification Regarding a Drug-Free Workplace.**
- K.1.1 Definitions. As used in this provision:
- K.1.1.1 "Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C.) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.
- K.1.1.2 "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
- K.1.1.3 "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.
- K.1.1.4 "Drug-free workplace" means the site (s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
- K.1.1.5 "Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct costs employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.
- K.1.1.6 "Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.
- K.1.2 By submission of its offer, the offeror, if other than an individual who is making an offer that equals or exceeds \$25,000.00, certifies and agrees, that with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will - no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration, or as soon as possible for contract of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed.
- K.1.2.1 Publish a statement notifying such employees that the unlawful manufacture, distribution,

dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

- K.1.2.2 Establish an ongoing drug-free awareness program to inform such employees about
- (i) The dangers of drug abuse in the workplace;
 - (ii) The Contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- K.1.2.3 Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph K.1.2.1 of this provision;
- K.1.2.4 Notify such employees in writing in the statement required by subparagraph K.1.2.1 of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will
- (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;
- K.1.2.5 Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision K.1.2.4 (ii) of this clause, from an employee or otherwise receiving actual notice of such conviction;
- K.1.2.6 The notice shall include the position title of the employee; and
- K.1.2.7 Within 30 calendar days after receiving notice under subdivision K.1.2.4 (ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
- (i) Take appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

- K.1.2.8 Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs K.1.2.1 through K.1.2.6 of this provision.
- K.1.3 By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.
- K.1.4 Failure of the offeror to provide the certification required by paragraphs K.1.2 or K.1.3 of this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19-602-1(a)(2) (i) and (ii).
- K.1.5 In addition to other remedies available to the Government, the certification in paragraphs K.1.2 or K.1.3 of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

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

Print Name of Authorized
Representative

Title

Signature of Authorized
Representative

K.2 REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS

K.2.1 ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

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

K.3. WALSH-HEALY ACT

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

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

K.4. BUY AMERICAN CERTIFICATION

The Offeror 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

K.5. OFFICERS NOT TO BENEFIT CERTIFICATION

Each Offeror shall check one of the following:

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

K.6. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- (a) Each signature on the offer is considered to be a certification by the signatory that:
 - (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offer;
 - (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other offeror or competitor before offer opening unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory;
 - (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this offer, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above; or
 - (2)
 - (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not

participate in any action contrary to subparagraphs (a) (1) through (a) (3) above: _____
(insert full name or person(s) in the organization responsible for determining the prices offered in this offer and the title of his or her position in the Offeror's organization);

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

K.7. TYPE OF BUSINESS ORGANIZATION

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

K.8. PAYMENT IDENTIFICATION NO.

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

Please list below applicable vendor information:

Federal Tax Identification Number: _____

Or

Social Security Number: _____

Dun and Bradstreet Number: _____

Legal Name of Entity Assigned this Number: _____

Street Address and/or Mailing Address: _____

City, State, and Zip Code: _____

Type of Business: _____

Solicitation No.: DCSC-25-IFB-85
Maintenance and Repair of Holding/Detention Cells & Equipment

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 V

REPRESENTATIONS AND INSTRUCTIONS

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 Bid Submission and Identification:

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

L.1.2 Bids shall be submitted **BY EMAIL ONLY**. The IFB number, title and bid due date are as follows:

Solicitation Number: **DCSC-25-IFB-85**

Caption: Maintenance and Repair of Holding/Detention Cells & Equipment

Bid Due Date & Time: July 14, 2025 at 2:00 p.m., EST.

L.1.3 Confidentiality of Submitted Information:

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

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

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

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

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

L.1.3.4 The bidder must bid a price in accordance with Section B and Attachment J.12 of this solicitation to be considered for this award. Failure to bid on all CLINs in the attached Contractor's Price Schedule will render the offer non-responsive and disqualify a bid.

L.1.4 **Bidders must submit their bids via e- mail by the due date and time listed in this IFB to the following e-mail address:**

ahmad.stanekzai@dccsystem.gov

L.2 Bid Information and Format:

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

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

L.2.3 General Information:

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

L.2.3.1.1 Ownership structure;

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

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

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

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

L.2.3.1.6 Articles of incorporation, partnership or joint venture agreement;

L.2.3.1.7 **Copy of any current license, permit, registration or certification to transact business in the District of Columbia, if required by law to obtain such license, permit, registration or certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration certification to transact business in the District of**

Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements.

- L.2.3.1.8 If the **bidder** is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements; and
- L.2.3.1.9 Name, address, and current phone number of bidder's contact person.
- L.2.4 **Experience, Qualifications and Resumes:**
- L.2.4.1 Documentation indicating the capabilities and experience with same or similar type of service.
- L.2.4.2 (a) **Bidders must provide details of your current and most recent completed projects of similar size, scope, and value funded by Federal, District, State(s), or private contracts, inclusive of dates, contract amount, address and telephone number of the contract administrator(s).**
- L.2.4.2 (b) **Bidders must provide completed Past Performance Evaluation Forms (Attachment J.9) about previously performed District, Federal or private contracts from at least three (3) client references from the past 3-5 years for whom the Bidder provided similar services to the contents of this IFB. Bidders shall ensure that customer references are complete and sign the Past Performance Evaluation Form. Offerors shall return the Past Performance Evaluation Forms within the bid package. Each reference letter shall address client's satisfaction with bidder's performance and deliverables on similar projects.**
- The Court reserves the right to contact the references.
- L.2.4.3 **Technical Approach**
- Bidders to describe their proposed approach.
- L.2.4.4 **Key Personnel**
- List the key personal proposed for the project and describe the qualifications of the proposed team.
- L.2.5 **Disclosure**
- This section of the bid shall include the disclosure information described below:
- L.2.5.1 Disclosure details of any legal action or litigation past or pending against the bidder;
- L.2.5.2 A statement that the bidder knows of no conflict between its interests and those of the District of Columbia Courts; and further that the bidder knows of no facts or circumstances that might create the appearance of a conflict between its interests and those of the District of Columbia

Courts; and

L.2.5.3 Documentary evidence (e.g. certificates) that the bidder is authorized to conduct business in the District, and the bidder is current in its tax obligation to the District of Columbia.

L.3 Bid Price

L.3.1 The bid price must be submitted using Form of Offer Letter & Bid Form (Attachment J.12). The price furnished by the Bidder shall be itemized for the services set forth in Section C and Attachment J.12. The Bidder's price bid shall become a part of the awarded contract. The Bidder's price bid shall include all costs for the required services. This pricing information will also be used for evaluation purposes.

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

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

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

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

L.4.1.3 The bid is the only bid received.

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

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

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

L.4.5 A late bid, late modification or late withdrawal of bid that is not considered shall be held

unopened, unless opened for identification, until after award and then retained with unsuccessful bids resulting from this solicitation.

L.5 Explanation to Prospective Bidders:

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

Ahmad Stanekzai, Senior Contract Specialist
Procurement and Contracts Branch
Administrative Services Division
District of Columbia Courts
E-mail address: ahmad.stanekzai@dccsystem.gov

L.5.2 **Any prospective bidder desiring an explanation or interpretation of this solicitation must request by e-mail by 2:00 PM, June 30, 2025.** Requests should be directed to the procurement contact person at the address listed in Section L.5.1. Any substantive information given to a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to any other prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

L.6 Changes to the IFB:

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

L.7 Contract Award:

L.7.1 The Courts reserve the right to accept/reject any/all bids resulting from this IFB. 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 District.

L.7.2 The Courts will reject as non-responsive any bid that fails to conform in any material respect to the IFB. Bidders shall make no changes to the requirements set forth in the Solicitation.

L.7.3 Bidders must complete the Form of Offer Letter & Bid Form (Attachment J.12) in its entirety to be considered for this Solicitations. The Bidder's failure to complete the Offer Letter and Bid Form (Attachment J.12) will render the bid non-responsive and disqualify the respective bid.

L.7.34 A single contract will be awarded to the responsible and responsive bidder whose bid meets the requirements set forth in this IFB and is the total lowest (base year and all option years added together) bid price.

L.7.4 **PROSPECTIVE BIDDERS MUST BID IN AGGREGATE TO BE CONSIDERED FOR AWARD.**

L.8 Cancellation of Award

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

L.9 Official Bid

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

L.10 Certifications, Affidavits and Other Submissions

- L.10.1 Bidders shall complete and return with their bid, Representations, Certifications and Acknowledgments (Section K of this IFB) and the attachments listed below.

- a) Completed Solicitation/Offer/Award Form (Section A of this IFB);
- b) Form of Offer Letter & Bid Form (Attachment J.12);
- c) Anti-Collusion Statement (Attachment J.2);
- d) Ethics in Public Contracting (Attachment J.3);
- e) Non-Discrimination (Attachment J.4);
- f) Certification of Eligibility (Attachment J.5);
- g) Tax Certification Affidavit Attachment J.6);
- h) Certification Regarding a Drug-Free Workplace (Attachment J.7);
- i) Past Performance Evaluation Form (Attachment J.9);
- j) A copy of the Dun and Bradstreet Report;
- k) Supplier Information Form DCCSF (Attachment J.10); and
- l) Criminal History Request Form (Attachment J.14).

- L.11. All bid documents shall be the property of the District of Columbia Courts and retained by the Courts, and therefore will not be returned to the bidders. One (1) copy of each bid shall be retained for official files and will become a public record after the award and open to public inspection. It is understood that the bid will become a part of the official file on this matter without obligation on the part of the Courts except as to the disclosure restrictions contained in Section L.2.5.

L.12 Public Disclosure under FOIA:

- L.12.1 Trade secrets or proprietary information submitted by a bidder in connection with procurement shall not be subject to public disclosure under the District of Columbia Freedom of Information Act (FOIA). This Act is not applicable to the Court. However, the bidder must invoke the protection of this section prior to or upon submission of the data or other materials; must identify the specific area or scope of data or other materials to be protected; and state the reasons why protection is necessary. A blanket proscription that the bidder's entire bid is proprietary will have not effect whatsoever.

L.13 Examination of Solicitation:

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

L.14 Acknowledgment of Amendments:

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

L.15 Right to Reject Bids:

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

L.16 Bid Preparation Costs

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

L.17 Prime Contractor's Responsibilities

- L.17.1 Each bidder may propose services that are provided by others, but any service(s) proposed must meet all of the requirements of this IFB.
- L.17.2 If the bidder's bid includes services provided by others, the bidder will be required to act as the prime Vendor for all such items and must assume full responsibility for the procurement, delivery and quality of such services. The Vendor will be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of this IFB.

L.18 Contract Type:

- L.18.1 This is an Indefinite-Delivery & Indefinite-Quantity (ID/IQ) contract, from which firm-fixed price task orders or cost-reimbursement task orders may be issued.

L.19 Failure to Respond to Solicitation:

- L.19.1 In the event that a prospective bidder does not submit a bid in response to the solicitation, the

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

L.20 Signing Bids and Certifications:

L.20.1 Each bidder must provide a full business address and telephone number of the bidder and BE SIGNED BY THE PERSON OR PERSONS LEGALLY AUTHORIZED TO SIGN CONTRACTS. All correspondence concerning the bid or resulting contract will be mailed to the address shown above on the bid in the absence of written instructions from the bidder or Vendor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation, followed by the signature and title of the person having authority to sign for the corporation. Upon request, a bidder shall provide to the Courts satisfactory evidence of authority of the person signing on behalf of the corporation. If an agent signs a bid, the bidder shall submit to the Contracting Officer, the agent's authority to bind the bidder. Bidder shall complete and sign all Representations and Acknowledgments, as appropriate. Failure to do so may result in the bid being rejected.

L.21 Errors in Bids:

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

L.22 Authorized Negotiators

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

L.23 Acceptance Period

L.23.1 The Bidder agrees to keep its bid open for a period of one hundred and twenty (120) days from the date specified for the submission of bids.

PART VI

SECTION M - EVALUATION FACTORS

M.1 Prospective Contractor's Responsibility

- M.1.1 In order to receive an award under this IFB, the Court's Contracting Officer must determine that the prospective contractor has the capability in all respects to perform fully the contract requirements. To be deemed responsible, a prospective Contractor must establish that it has:
- M.1.1.1 Financial resources adequate to perform the contract, or the ability to obtain them;
 - M.1.1.2 Ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
 - M.1.1.3 A satisfactory record of performance;
 - M.1.1.4 A satisfactory record of record of integrity and business ethics;
 - M.1.1.5 The necessary organization, experience, accounting and operational control, and technical skills, or the ability to obtain them;
 - M.1.1.6 Compliance with the applicable District licensing, tax laws, and regulations;
 - M.1.1.7 The necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and
 - M.1.1.8 Other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
 - M.1.1.9 The Courts reserves the right to request from prospective contractor information necessary to determine the prospective contractor's responsibility. Information is to be submitted upon the request of the Courts within the time specified in the request. Failure of a bidder to comply with a request for information may subject the bidder's bid to rejection on responsibility grounds. If a prospective contractor fails to supply the requested information, the Court's Contracting Officer shall make the determination of responsibility or non-responsibility based on available information. If the available information is insufficient to make a determination of non-responsibility, the Court's Contracting Officer shall determine the bidder to be non-responsible.

[END OF SOLICITATION]