

PART I

SECTION B - SUPPLIES OR SERVICES AND PRICE/COST

B.1 PURPOSE

The District of Columbia Courts (the Courts), Procurement and Contracts Branch, on behalf of the Administrative Services Division is seeking a contractor to provide Labor/Moving Services, Equipment and Supplies.

B.2 PRICING INFORMATION

The Courts intend to award a single contract resulting from this solicitation to the lowest responsive and responsible bidder. Bidders shall submit a complete price schedule for the goods and services specified and in accordance with Section C, Description/ Specification/ Work Statement, of this Invitation for Bid (IFB).

B.3 TYPE OF CONTRACT

This is a firm-fixed unit price contract.

B.4 PRICE SCHEDULE

The bidder shall complete the price schedule for all items listed in attachment J.13- Price Schedule of this solicitation.

NOTE:

Any amendments to this solicitation will be posted to <https://www.dccourts.gov/about/procurement-contracts-branch>.

Questions concerning this Bid must be directed in writing no later than Wednesday March 11, 2020 at 2:00 PM (EST) to: Yasmine Ali, Contract Specialist at Yasmine.Ali@dcsc.gov.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 PURPOSE

C.1.1 The District of Columbia Courts (the Courts) Administrative Services Division is seeking a federal supply schedule (GSA) contractor to provide all items listed on the schedule found on attachment J.3- Price Schedule. The purpose of this acquisition is to purchase Labor/Moving Services, Equipment and Supplies.

C.2 Description/Specifications/Statement of Work

C.2.1 The Superior Court of the District of Columbia has an immediate need for a GSA contractor to provide Labor/Moving Services, Equipment and Supply. The contractor shall perform moving services throughout the Superior Court facilities/buildings located in the District of Columbia.

C.2.2 The contractor shall provide a full range of services to remove the existing office furniture, and related supplies from the existing location, transport the items to the new location, and place them according to the direction of the agency. Services include but not limited to pre-move planning, relocation plan designing, providing packaging materials, packing/crating, loading/unloading, delivery and setup.

C.2.3 The minimum work hours for the above labor categories:
Weekday: 4 Hours including travel time
Saturday, Sunday & Holidays: 6 Hours including travel time

C.2.4 Contractor's personnel shall be capable of lifting 50 pounds.

C.2.5 The height of the delivery vehicles shall be 11'5" or lower when delivery or transport items are made to and from 500 Indiana Avenue loading dock. If the vehicle/truck is not within the standard footage, the vehicle /truck will be turned away.

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SECTION D - PACKAGING AND MARKING

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SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION OF SERVICES

- (a) “Services” as used in this clause includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Court covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Court during contract performance and for as long afterwards as the contract requires.
- (c) The Court has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Court will perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Court performs inspections or tests on the premises of the Contractor or subcontractor, the Contractor shall furnish, without additional charge, all reasonable facilities, and assistance for the safety and convenient performance of these duties.
- (e) If any of the services do not conform to the contract requirements, the Court may require the Contractor to perform these services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by performance, the Court may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect value of services performed.
- (f) If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity to contract requirements, the Court may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by the Court that is directly related to the performance of such services, or (2) terminate the contract for default.

SECTION F - DELIVERIES AND PERFORMANCE

F.1 TERM OF CONTRACT

The term of the contract will be one year from 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 Superior Court of the District of Columbia may extend the term of this contract for a period of four (4), *one-year*, option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the Superior Court of the District of Columbia will 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 Superior Court of the District of Columbia 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 Superior Court of the District of Columbia exercises this option, the extended contract shall be considered to include this option provision.

F.2.3 The price for the option period 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.3 DELIVERABLES

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

F.4 PERFORMANCE

F.4.1 The Contractor shall coordinate the services, equipment and supplies to be provided under this contract with the COTR.

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 firm-fixed unit prices set forth in the contractor's pricing schedule. The DC Courts will pay the amount due the Contractor under this contract after:

- a. Delivery and acceptance of items specified in attachment J.3 Price Schedule; and
- b. Presentation of a properly executed invoice accompanied by supporting documentation.

G.2 INVOICE SUBMITTAL

G.2.1 The contractor shall be compensated as set forth below. 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.2.2 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 e-mail at IPPCustomerSupport@fiscal.treasury.gov or by phone (866) 973-3131.

G.2.3 At a minimum, to constitute a proper invoice, the Contractor's invoice shall include the following information:

- a. Name and address of the Contractor
- b. The purchase order number
- c. Invoice date
- d. Invoice number
- e. Name of the Contracting Officer Technical Representative (COTR)
- f. COTR e-mail address
- g. Description, quantity, unit of measure, and extended price of the services or supplies actually rendered.
- h. Date services and/or supplies were rendered
- i. Copy of the invoice for materials

G.2.4 Once the electronic invoice has been submitted through IPP, no later than 2 business days from the

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electronic submission, the Contractor must email and/or mail to the COTR a copy of the electronic invoice along with all the required supporting documentation as stated in the contract.

G.2.5 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.3 FINAL INVOICE

G.3.1 The Contractor shall submit final electronic invoice (s) within thirty (30) days after the expiration of this contract. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

G.3.2 The Contractor must contact the COTR in order to obtain a D.C. Courts Release of Claims form. Upon receipt of the form, the Contractor must complete and submitted the Release of Claims form as well as provide a copy of the final electronic invoice to the COTR.

G.4 TAX EXEMPT

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

G.5 PROMPT PAYMENT ACT

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

G.6 AUDITS

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

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G.6 CONTRACTING OFFICER AND CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.6.1 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:

Louis W. Parker
Administrative Officer
Administrative Services Division
DC Courts
616 H Street, N.W., Suite 622
Washington, DC 20001
Louis.Parker@dcsc.gov

G.6.2 Contracting Officer's Technical Representative (COTR):

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

Rhonda Horton
Address: 616 H Street, N.W., Suite 615
Washington, D.C. 20001
Phone Number: 202-879-4244
rhonda.horton@dcsc.gov

G.7 AUTHORIZED REPRESENTATIVE OF THE CONTRACTING OFFICER

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

G.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 Determination

The Contractor shall be bound by the Wage Determination No. 2015-4282, Revision No. 16, dated 12/23/2019, 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 Attachment J.4. 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 rates at the time of the option. If the option is exercised and the CO 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.

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

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 RESERVED

H.9 RESERVED

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.

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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

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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 subcontractor 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 **CHANGES**

The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes in this contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of this contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment under this paragraph must be asserted within ten (10) days from the date the change is offered, provided however, that the Contracting Officer, may, in his or her discretion receive, consider and adjust any such claim asserted at any time prior to the final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined in accordance with section I.3. Nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

H.18 **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 RESERVED

I.2 RESTRICTION ON DISCLOSURE AND USE OF DATA

Offerors who include in their bids data that they do not want disclosed to the public or used by the Courts except for use in the procurement process shall so state in their 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, § 2-1402.11, 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:

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Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 616
Washington, D.C. 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:

Louis W. Parker
Contracting Officer
Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 616
Washington, D.C. 20001
Louis.Parker@dcsc.gov

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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 **RESERVED**

I.11 **CANCELLATION CEILING**

I.11.1 In the event of cancellation of the contract because of non-appropriation for any fiscal year after fiscal year 2020, there shall be a cancellation ceiling of zero dollars representing reasonable preproduction and nonrecurring costs, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

I.12 **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.13 **GOVERNING LAW**

I.13.1 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.14 **RESERVED**

I.15 **ORDER OF PRECEDENCE**

I.15.1 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.16 **RESERVED**

PART III

LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS AND APPENDIX

- J.1 Tax Certification Affidavit**
- J.2 Past Performance Evaluation**
- J.3 Price Schedule**
- J.4 Wage Determination 2015-4282, Revision 16, dated 12/23/2019**

PART IV

REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

K.1. Certification Regarding a Drug-Free Workplace

K.1.1 Definitions: As used in this provision:

K.1.1.1 "Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C.) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

K.1.1.2 "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

K.1.1.3 "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

K.1.1.4 "Drug-free workplace" means the site (s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

K.1.1.5 "Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct costs employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

K.1.1.6 "Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

K.1.2 By submission of its proposal, the offeror, if other than an individual who is making an proposal 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;

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

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

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

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

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

K.1.2.5 Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision K.1.2.2 (ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

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

K.1.2.7. Within 30 calendar days after receiving notice under subdivision K.1.2.4 (ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

- (i) Take appropriate personnel action against such employee, up to and including termination; or
- (ii) Require such employee to satisfactorily participate in drug abuse assistance or rehabilitation program approved for such purposes by 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 proposal, the offeror, if an individual who is making an proposal of any dollar value,

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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. ACKNOWLEDGMENT OF AMENDMENTS

Any amendments to this solicitation will be posted to <https://www.dccourts.gov/about/procurement-contracts-branch>.

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

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

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

K.3. RESERVED

K.4. RESERVED

K.5. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- (a) Each signature on the proposal is considered to be a certification by the signatory that:
 - (1) The prices in this proposal 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 a proposal, or (iii) the methods or factors used to calculate the price proposal;
 - (2) The prices in this proposal have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other offeror or competitor before proposal 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 a proposal for the purpose of restricting competition.
- (b) Each signature on the proposal is considered to be a certification by the signatory that the

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signatory;

- (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this proposal, 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 proposal 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 proposal a signed statement setting forth in detail the circumstances of the disclosure.

K.6. TYPE OF BUSINESS ORGANIZATION

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

K.7. PAYMENT IDENTIFICATION NO.

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

Please list below applicable vendor information:

Federal Tax Identification Number: _____

Or

Social Security Number: _____

Dun and Bradstreet Number: _____

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Legal Name of Entity Assigned this Number: _____

Street Address and/or Mailing Address: _____

City, State, and Zip Code: _____

Type of Business: _____

Telephone Number: _____

Fax Number: _____

E-mail: _____

**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 BIDDERS

L.1 METHOD OF AWARD

- L.1.1. The Courts reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the Courts.
- L.1.2. The Courts intends to award a single contract resulting from this solicitation to the responsive and responsible bidder whose bid meets the requirements set forth in this solicitation, and whose proposal represents the lowest price.
- L.1.3 The Courts may determine that a bid is unacceptable if the prices proposed are materially unbalanced between line items or sub-line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of price analysis techniques. A proposal may be rejected if the Contracting officer determines that the lack of balance poses an unacceptable risk to the Government.

L.2. PREPARATION AND SUBMISSION OF BIDS

- L.2.1. **Bidders shall submit one (1) signed original, one (1) copy (mailed or hand delivered), and one (1) electronic (pdf) signed copy of the bid including attachments J.1-J.2-J.3. Bidders shall submit three (3) completed Past Performance Evaluations Forms (J.2) that demonstrate experience with similar orders.**

Address submission information is in L.2.7 of this solicitation.

The District of Columbia Courts will not accept a facsimile copy of a proposal as an original. Unless specifically authorized in the solicitation, the District of Columbia Courts shall not accept telegraphic bids. Offerors shall submit all pages of the Invitation for Bid (IFB), all attachments, and all documents containing the offeror's proposal.

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L.2.2. The bidder shall submit his/her proposal in a sealed proposal package conspicuously marked as follows:

Name and Address of the Bidder

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Solicitation Closing Time: 2:00PM

- L.2.3. The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.
- L.2.4. The Courts may reject as non-responsive any bid that fails to conform in any material respect to the solicitation.
- L.2.5. The Courts may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.
- L.2.6. The bidder must provide a price in accordance with section B and Attachment J.3 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 bid non-responsive and disqualify a bid.
- L.2.7. **Bids shall be mailed and/or hand delivered to the following address:**

Bids shall be **mailed** to the following address:

District of Columbia Courts
Administrative Services Division
Procurement and Contracts Branch
Attn: Yasmine Ali, Contract Specialist
616 H Street, N.W., Suite 612
Washington, D.C. 20001

Bids shall be **hand delivered** to the following address:

District of Columbia Courts
Administrative Services Division
Procurement and Contracts Branch
Attn: Yasmine Ali, Contract Specialist
701 7th Street, N.W., Suite 612
Washington, D.C. 20001

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In addition, a copy of the bid shall be **electronically mailed** to the following address:

Yasmine.Ali@dcsc.gov

L.3. **CONFIDENTIALITY OF SUBMITTED INFORMATION**

L.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:

"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.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:

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

L.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.4. **BID PRICE**

L.4.1. The bid price must be submitted using the format provided in this solicitation. The bidder's price bid shall become a part of the awarded contract. The bidder's price bid for each course shall be inclusive of all costs necessary for delivering services.

L.5. **BID SUBMISSION DATE AND TIME, LATE SUBMISSION, MODIFICATIONS, AND WITHDRAWALS**

L.5.1. 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:

a. 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;

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- b. 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
- c. The bid is the only bid received.

L.5.2. The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown in the postmark, the proposal shall be considered late unless the bidder can furnish evidence from the postal authorities of timely mailing.

L.5.3. A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

L.5.4. 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.5.5. 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.6. **QUESTIONS**

L.6.1. Questions concerning this Bid must be directed **in writing** no later than Wednesday March 11, 2020 at 2:00 PM (EST) to:

Yasmine Ali, Contract Specialist
Procurement and Contracts Branch
Administrative Services Division
Email: Yasmine.Ali@dcsc.gov

L.6.2. For further information on submission of questions, please refer to section L.7. of this solicitation.

L.7. **EXPLANATION TO PROSPECTIVE BIDDERS**

L.7.1. **Any prospective bidder desiring an explanation or interpretation of this solicitation must request it in writing no later than Wednesday, March 11, 2020.** Requests should be directed to the procurement contact person at the email address listed in Section L.6. Any substantive

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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.8. CANCELLATION OF AWARD

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

L.9. OFFICIAL BID

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

L.10. CERTIFICATIONS, AFFIDAVITS AND OTHER SUBMISSIONS

L.10.1. Bidders shall complete and return with their price bid Page 1 Solicitation, Offer and Award for Supplies and Services; any Amendment(s); Section K; Attachment J.1- Tax Certification Affidavit; J.2- Past Performance Evaluation Form(3 evaluations); and J.3 Price Schedule.

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

L.11. RETENTION OF BIDS

L.11.1. All bid documents shall be the property of the District of Columbia Courts and retained by the Courts, and therefore will not be returned to the bidders. One (1) copy of each bid shall be retained for official files and will become a public record after the award and open to public inspection. It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the Courts except as to the disclosure restrictions contained in Section L.3.

L.12. PUBLIC DISCLOSURE UNDER FOIA

L.12.1. Trade secrets or proprietary information submitted by a bidder in connection with procurement shall not be subject to public disclosure under the District of Columbia Freedom of Information Act (FOIA). This Act is not applicable to the Court. However, the bidder must invoke the protection of this section prior to or upon submission of the data or other materials; must identify the specific area or scope of data or other materials to be protected; and state the reasons why protection is necessary. A blanket proscription that the bidder's entire proposal is proprietary will have no effect whatsoever.

L.13. EXAMINATION OF SOLICITATION

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

L.14. ACKNOWLEDGMENT OF AMENDMENTS

L.14.1. Bidders shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) identifying the amendment number and date in the proposal; 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 proposal.

L.15. RIGHT TO REJECT BIDS

L.15.1. The Courts reserve 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 solicitation 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 bid includes services provided by others, the bidder will be required to act as the prime Contractor for all such items and must assume full responsibility for the procurement, delivery and quality of such services. The Contractor will be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of this IFB.

L.18. CONTRACT TYPE

L.18.1. Any award from this solicitation will be a firm-fixed Unit Price contract.

L.19. FAILURE TO RESPOND TO SOLICITATION

L.19.1. In the event that a prospective bidder does not submit a bid in response to the solicitation, the prospective bidder should advise the Contracting Officer by letter or postcard whether the

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prospective bidder wants any future solicitations for similar requirements. If the prospective bidder does not submit a bid for three successive solicitations 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 proposal 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 proposal in the absence of written instructions from the bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must include the signature and title of the person having authority to sign for the corporation. Upon request, a bidder shall provide to the Courts satisfactory evidence of authority of the person signing on behalf of the corporation. If an agent signs 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 are expected to read and fully understand 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. ACCEPTANCE PERIOD

L.22.1. 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 Evaluation for Award

The Courts intend to make a single award as a result of this solicitation to the responsive and responsible bidder whose bid is the lowest total price.

M.1 PROSPECTIVE CONTRACTOR'S RESPONSIBILITY

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

- a. Financial resources adequate to perform the contract, or the ability to obtain them;
- b. Ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- c. A satisfactory record of performance;
- d. The necessary organization, experience, accounting and operational control, and technical skills, or the ability to obtain them;
- e. Compliance with the applicable District licensing, tax laws, and regulations;
- f. The necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and
- g. Other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

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

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responsible.

- M.1.3. The contract will be awarded to the responsive and responsible bidder whose bid is the lowest total price. Past performance demonstrating experience with similar order will be considered in determining Contractor responsibility.