

PROPOSAL/OFFER FORM

DCSC-20-RFP-106

Audio Visual Phase 2A C Street Addition
at Moultrie Courthouse

SUBMITTED BY _____ DATE _____

District of Columbia Courts
Capital Projects and Facilities Management Division
616 H Street, NW; 6th Floor, Suite 622
Washington, DC 20001

Attention: Kenneth L. Evans

We the undersigned, having visited the site and carefully examined the conditions affecting the Work, the RFP, and all solicitation materials prepared by the Owner do hereby propose to construct the above referenced Project in accordance with the Solicitation package dated **July 02 , 2020**.

1. ACKNOWLEDGMENT OF AMENDMENTS

The Bid/Offeror acknowledges receipt of Amendments to the solicitation and related documents numbered and dated as follows:

AMENDMENT NO.	DATE

2. BASE OFFER

We propose to furnish and install the above referenced Work described in the Contract Documents, in accordance with the above described terms for the Project for the Stipulated Sum of:

_____ Dollars (\$ _____) and as further detailed on the "Pricing Summary Sheets" (Attachment K.1)

3. TIME FOR COMPLETION OF THE WORK

We agree to commence Work on or about August 2020, after issuance of notice to proceed and to achieve Substantial Completion of the entire Work on/or about October 2021.

4. ALTERNATES

We agree that the amounts indicated below shall be added to or deducted from the Base Bid/Offer, as the case may be, for each alternate that is selected by the Owner as specified.

ALTERNATE

ADD/(DEDUCT)

[Insert List]

5. UNIT PRICES

We agree that the unit prices as listed herein will apply in the event that changes involving additions to or deductions from the Work to be performed under the Contract are authorized by a written order from the Owner to the Contractor, in accordance with the provisions of the General Conditions, and that the unit prices are based on providing all Work complete in place in accordance with the applicable requirements of the Contract Documents, including all of the Contractor's and Subcontractors' complete costs, expenses, overhead and profit.

We understand that the Owner reserves the right to accept or reject any or all of the unit prices prior to the execution of the Contract.

ITEM

UNIT

ADD

DEDUCT

[Insert List]

6. ACCEPTANCE OF PROPOSAL

We agree that this Bid/Offer may be held by the Owner for a period not exceeding one hundred twenty (120) calendar days from date stated for the receipt of Bid/Offers.

If written notice of the acceptance of this Bid/Offer is mailed or delivered to the undersigned within the time noted above, after the date of the opening of Bid/Offers, or at any time thereafter before this Bid/Offer is withdrawn, the undersigned agrees that he will execute and deliver a construction Contract in the form specified in accordance with the Bid/Offer as accepted within five (5) days of contract award.

The undersigned further agrees that he will furnish a Performance Bond and Payment Bond written on the attached Owner bond forms, with such surety or sureties as the Owner may accept, within 3 days of the date of the construction Contract (unless a longer period is allowed). It is understood that the Contractor will pay for the premium for the bonds, the cost of which is included in the Base Bid/Offer.

It is understood and agreed that the DC Courts reserves the right to award the Contract in the best interests of the DC Courts, to reject any or all Bid/Offers, to waive any informalities in soliciting, and to hold all Bid/Offers for the period noted above.

7. BID/OFFER SECURITY

The Bid/Offer Bond in the amount of \$ NA is attached hereto in accordance with the requirements of the Instructions to Bidders. A Bid Bond is required on all proposals greater than \$100,000. The percentage rate is 10%.

8. PERFORMANCE BOND AND PAYMENT BOND

Within ten (10) calendar days after receipt of a notice of intent to award, the Bidder/Offeror shall furnish two bonds, each with good and sufficient surety or sureties acceptable to the Owner, furnished; namely a performance bond and a payment bond. The penal sums of such bonds will be as follows:

Payment Bond: The penal sum of the payment bond shall be equal to one hundred percent (100%) of the total contract price. In no event shall the amount of the payment security fall below 40% of any increase in the total contract price.

Performance Bond: The penal sum of the performance bond shall be in an amount of not less than one hundred percent (100%) of the total amount of the contract price. When a contract price is increased, the performance bond shall be equal to 100% of the increase in the contract price.

Attached hereto is a certificate from a recognized surety stating that we can be bonded in accordance with the requirements of the Contract Documents to cover the faithful performance of the Contract and the payment of all obligations arising there under in the full amount of the Contract Sum and further stating that the bonds shall be written on the attached Performance Bond and Payment Bonds.

We have included \$_____ in the Base Bid/Offer for the cost of the premium of the Performance Bond and Payment Bond.

9. BUY AMERICAN CERTIFICATION

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

EXCLUDED END PRODUCTS

COUNTRY OF ORIGIN

10. OFFICERS NOT TO BENEFIT CERTIFICATION

Each Bidder/Offeror shall check one of the following:

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

11. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- (a) Each signature on the Bid/Offer is considered to be a certification by the signatory that:
1. The prices in this Bid/Offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Bidder/Offeror or competitor relating to the following:
 - i. Those prices,
 - ii. The intention to submit an Bid/Offer, or
 - iii. The methods or factors used to calculate the prices in this Bid/Offer;
 2. The prices in this Bid/Offer have not been and will not be knowingly disclosed by the Bidder/Offeror, directly or indirectly, to any other Bidder/Offeror or competitor before Bid/Offer opening unless otherwise required by law; and
 3. No attempt has been made or will be made by the Bidder/Offeror to induce any other concern to submit or not to submit a Bid/Offer for the purpose of restricting competition.
- (b) Each signature on the Bid/Offer is considered to be a certification by the signatory that the signatory:
1. Is the person in the Bidder/Offeror's organization responsible for determining the prices being offered in this Bid/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. As follows:
 - i. Has been authorized, in writing, to act as agent for the following principles in certifying that those principals have not participated, and Will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:
 _____ (Insert full name or person(s) in the organization responsible for determining the prices offered in this Bid/Offer and the title of his or her position in the Bidder/Offeror's organization)
 - ii. As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
 - iii. As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.
- (c) If Bidder/Offeror deleted or modified subparagraph (a) (2) above, the Bidder/Offeror must furnish with its Bid/Offer a signed statement setting forth in detail the circumstances of the disclosure.

12. PAYMENT IDENTIFICATION NUMBER

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

Federal Tax Identification Number: _____

Or

Social Security Number: _____

Legal Name of Entity Assigned this Number: _____

Street Address and/or Mailing Address: _____

City, State, and Zip Code: _____

Type of Business: _____

Telephone Number: _____

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

13. SIGNATURE OF BIDDER/OFFEROR

Bidder/Offeror: _____
(Firm Name)

By: _____

Title: _____

(Business Address)

State of Incorporation: _____

Names and Addresses of Officers:

President: _____

(Business Address)

Secretary: _____

(Business Address)

Treasurer: _____

(Business Address)

Date: _____

END OF DOCUMENT