

**PROPOSAL/OFFER FORM**

DCSC-20-RFP-97  
DC Courts QA Services

SUBMITTED BY \_\_\_\_\_

DATE \_\_\_\_\_

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

Attention: Mr. Louis W. Parker

We the undersigned, having examined the RFP, and all solicitation materials prepared by the Owner do hereby propose to provide the services for the above referenced Project in accordance with the Solicitation package dated October 30, 2018.

**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:

- (a) The estimated cost for the 24-month base period of the performance of the work required hereunder, exclusive of fee is \$\_\_\_\_\_. The fee is \$\_\_\_\_\_. The estimated cost plus fee is \$\_\_\_\_\_.
- (b) The estimated cost for Option Year 1 the 12-month option period of the performance of the work required hereunder, exclusive of fee is \$\_\_\_\_\_. The fee is \$\_\_\_\_\_. The estimated cost plus fee is \$\_\_\_\_\_.
- (c) The estimated cost for Option Year 2 the 12-month option period of the performance of the

work required hereunder, exclusive of fee is \$\_\_\_\_\_. The fee is \$\_\_\_\_\_. The estimated cost plus fee is \$\_\_\_\_\_.

- (d) The estimated cost for Option Year 3 the 12-month option period of the performance of the work required hereunder, exclusive of fee is \$\_\_\_\_\_. The fee is \$\_\_\_\_\_. The estimated cost plus fee is \$\_\_\_\_\_.

The Attached Pricing Summary Sheet details the offer (**Attachment J.10 A**)

**3. TERM OF THE CONTRACT:** The term of the contract will be two years (2) from date of award with three (1) option years.

**4. CONTRACT TYPE:** The Contractor agrees to the award of a Cost plus Fix Fee contract resulting from this solicitation. The Contractor shall provide the deliverables or outputs described in **Section F** in accordance with the performance standards specified in **Section F** based on the description/Specifications/Work Statement found in **Section C** of the solicitation document.

**5. COMMENCEMENT OF THE WORK**

We agree to commence Work on or about\_\_\_\_\_.

**6. BUDGET CLINS**

| <b>Cost Element:</b>            | <b>Base Period</b> | <b>Option Period 1</b> | <b>Option Period 2</b> | <b>Option Period 3</b> |
|---------------------------------|--------------------|------------------------|------------------------|------------------------|
| Labor (Salary + Fringe)         | \$_____            | \$_____                | \$_____                | \$_____                |
| Subcontractors//Consultants     | \$_____            | \$_____                | \$_____                | \$_____                |
| Other Direct Cost               | \$_____            | \$_____                | \$_____                | \$_____                |
| Indirect Costs                  | \$_____            | \$_____                | \$_____                | \$_____                |
| <b>Sub Total</b>                | <b>\$_____</b>     | <b>\$_____</b>         | <b>\$_____</b>         | <b>\$_____</b>         |
| Overhead                        | \$_____            | \$_____                | \$_____                | \$_____                |
| Fringe                          | \$_____            | \$_____                | \$_____                | \$_____                |
| Fix Fee                         | \$_____            | \$_____                | \$_____                | \$_____                |
| <b>Total Est. Cost plus Fee</b> | <b>\$_____</b>     | <b>\$_____</b>         | <b>\$_____</b>         | <b>\$_____</b>         |

**7. RATES.** The following rates will be applied during the life of the contract

| Description     | Rate %<br>Base Period | Rate %<br>Option<br>Period | Rate %<br>Option<br>Period | Rate %<br>Option<br>Period |
|-----------------|-----------------------|----------------------------|----------------------------|----------------------------|
| Overhead        |                       |                            |                            |                            |
| Fringe Benefits |                       |                            |                            |                            |
| Fix Fee         |                       |                            |                            |                            |

**8. 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.

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.

**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.

**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.**

**13. SIGNATURE OF BIDDER/OFFEROR**

Bidder/Offeror: \_\_\_\_\_  
(Firm Name)

By: \_\_\_\_\_

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

\_\_\_\_\_  
(Business Address)

State of Incorporation: \_\_\_\_\_

Names and Addresses of Officers:

President: \_\_\_\_\_

\_\_\_\_\_  
(Business Address)