

**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
616 H STREET, N.W., ROOM 622
WASHINGTON, D.C. 20001

DATE ISSUED: 8/9/2022

OPENING DATE: 8/9/2022

SOLICITATION NUMBER: DCSC-22-IFB-89
OFFER/BID FOR: Pest Control Services

CLOSING DATE: 8/31/2022

CLOSING TIME: 3:00 P.M.

MARKET TYPE: Open Market

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

A Pre-Proposal conference and pre-bid site visit will be held on August 16, 2022. Offerors shall meet at 10:00 A.M. in front of the H. Carl Moultrie Courthouse, 500 Indiana Ave, NW, Washington DC 20001. Interested offerors should email Keith Belle at keith.belle@dccsystem.gov no later than Friday **August 12, 2022**.

The undersigned offers and agrees that, with respect to all terms and conditions accepted by the DC Courts under “AWARD” below, this offer and the provisions of the RFP/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) <table style="width: 100%;"> <tr> <td style="width: 70%; vertical-align: top;"> Signature (Seal) </td> <td style="width: 30%; vertical-align: top;"> Date: </td> </tr> </table> Impress Corporate Seal Corporate (Secretary) _____ (Seal) (Attest) | Signature (Seal) | Date: |
| Signature (Seal) | Date: | | |

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

| | |
|-------------------------------------|---|
| CONTRACT NO. _____ | AWARD AMOUNT \$ _____ |
| ACCEPTED AS TO THE FOLLOWING ITEMS: | |
| CONTRACT PERIOD: _____ | DISTRICT OF COLUMBIA COURTS BY: _____ CONTRACTING OFFICER AWARD DATE _____ |

All written communication regarding this solicitation should be addressed to the Contracting Specialist, Keith Belle, by email at: keith.belle@dccsystem.gov.

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

REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS

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.

2. 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.

3. 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

4. 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.

5. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- (a) Each signature on the offer is considered to be a certification by the signatory that:
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any 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.

4. 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.

5. 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: _____

Telephone Number: _____

Fax Number: _____

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

PART I

SECTION B - SUPPLIES OR SERVICES AND PRICE/COST

- B.1 The District of Columbia Courts is seeking a qualified vendor to provide Comprehensive Integrated Pest Management (IPM) services throughout the DC Courts campus. The service hours of operation are: 7:00 am to 5:00 pm, Monday through Saturday. After hours of operation are: 5 pm – midnight, Monday through Saturday. All DC Courts campuses will be treated bi-annually. Support services should include 24-hour emergency call back services three hundred and sixty-five (365) days per year at the DC Courts.
- B.2 The offeror shall submit a price for the services specified below and in accordance with Section C, Scope of Services, of this Invitation for Bid (IFB).
- B.3 **CONTRACT PRICE:** Using the format below, please include pricing for the following:

B.3.1 BASE YEAR – September 1, 2022 through August 31, 2023

| CLIN | DESCRIPTION OF SUPPLIES/SERVICES | QTY | UNIT PRICE | TOTAL AMOUNT |
|--|--|-----|------------|--------------|
| 1 | Integrated Pest Management (IPM) Plan as per SOW Direct Labor Tech/Scheduled | 12 | MO | \$ |
| 2 | Direct Labor Tech/ Rodent & Insect Treatment | 12 | MO | \$ |
| 3 | Materials - Bait Stations and Rodenticides | 12 | MO | \$ |
| GRAND TOTAL FOR B.3.1 BASE YEAR | | | \$ _____ | \$ _____ |

B.3.2 Option Year One – September 1, 2023 through August 31, 2024

| CLIN | DESCRIPTION OF SUPPLIES/SERVICES | QTY | UNIT PRICE | TOTAL AMOUNT |
|--|--|-----|------------|--------------|
| 1 | Integrated Pest Management (IPM) Plan as per SOW Direct Labor Tech/Scheduled | 12 | MO | \$ |
| 2 | Direct Labor Tech/ Rodent & Insect Treatment | 12 | MO | \$ |
| GRAND TOTAL FOR B.3.2 Option Year One | | | \$ _____ | \$ _____ |

B.3.3 Option Year Option Year One – September 1, 2024 through August 31, 2025

| CLIN | DESCRIPTION OF SUPPLIES/SERVICES | QTY | UNIT PRICE | TOTAL AMOUNT |
|--|--|-----|------------|--------------|
| 1 | Integrated Pest Management (IPM) Plan as per SOW Direct Labor Tech/Scheduled | 12 | MO | \$ |
| 2 | Direct Labor Tech/ Rodent & Insect Treatment | 12 | MO | \$ |
| GRAND TOTAL FOR B.3.3 Option Year Two | | | \$ _____ | \$ _____ |

B.3.4 Option Year Three -September 1, 2025 through August 31, 2026

| CLIN | DESCRIPTION OF SUPPLIES/SERVICES | QTY | UNIT PRICE | TOTAL AMOUNT |
|--|--|-----|------------|--------------|
| 1 | Integrated Pest Management (IPM) Plan as per SOW Direct Labor Tech/Scheduled | 12 | MO | \$ |
| 2 | Direct Labor Tech/ Rodent & Insect Treatment | 12 | MO | \$ |
| GRAND TOTAL FOR B.3.4 Option Year Three | | | \$ _____ | \$ _____ |

B.3.5 Option Year Four September 1, 2026 through August 31, 2027

| CLIN | DESCRIPTION OF SUPPLIES/SERVICES | QTY | UNIT PRICE | TOTAL AMOUNT |
|---|--|-----|------------|--------------|
| 1 | Integrated Pest Management (IPM) Plan as per SOW Direct Labor Tech/Scheduled | 12 | MO | \$ |
| 2 | Direct Labor Tech/ Rodent & Insect Treatment | 12 | MO | \$ |
| GRAND TOTAL FOR B.3.5 Option Year Four | | | \$ _____ | \$ _____ |

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

NAME AND SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

B.4 BACKGROUND/GENERAL

B.4.1 The District of Columbia Courts, consisting of the Court of Appeals, the Superior Court, And the Court system, constitute the Judicial Branch of the District of Columbia and are Separate and distinct from the Executive and Legislative Branches. The organization and Operation of the District of Columbia Courts is a completely unified court system.

B.4.2 The H. Carl Moultrie Courthouse, built in the 1970s, although not historic, is also located along the view corridor and reinforces the symmetry of Judiciary Square through its similar form and material to the municipal building located across the John Marshall Plaza. The Moultrie Courthouse provides space for Superior Court, Family Courts and Clerk of the Courts offices.

B.5 REQUIRMENTS:

B.5.1 The main objective of the award of contracts under this IFB is for qualified Contractors to provide the DC Courts with Integrated Pest Management services as stated in the statement of work. The contract's IPM program shall follow industry best practices while providing safe, effective, and environmentally sound control methods including:

Biological/genetic/cultural control, mechanical/physical control, and where necessary, appropriate use of the least hazardous, low odor, non-repellent pesticides. All services shall conform to the requirements specified herein.

B.5.2 The following lists the addresses and square footage of the buildings on the main campus:

- 500 Indian Avenue, NW- **909,400 SF**
- 430 E Street NW- **146,550 SF**
- 410 E Street, NW- **54,000 SF**
- 515 5th Street, NW- **123,900 SF**
- 510 4th Street, NW- **122,500 SF**
- SW Garage 449 5th Street, NW- **101,200 SF**

B.5.3 In addition to the main campus locations above, there are currently eight (8) offsite facilities. The Contractor shall include all offsite locations as a part of the scope of this requirement. The eight (8) current offsite facilities are as follows:

1. Warehouse 6217 Columbia Park Rd, Cheverly MD 20785- **24,675 SF**
2. 1110 V St, SE Washington, DC 20020-**4,840 SF**

3. 2041 Martin Luther King Jr Ave STE 400, SE Washington DC 20001- **4,840 SF**
4. 920 Rhode Island Ave, NE Washington DC 20018- **20,109 SF**
5. 2575 Reed St, NE Washington, DC 20018- **20,109 SF**
6. 118 Q St, NE Washington DC 20002- **8,063 SF**
7. 1201 & 1215 South Capitol, Street, SW- **7,101 SF**
8. 4209 9th Street, NW 20002- **9,494 SF**

B.5.4 Offsite locations are subject to change, either added, or removed based on the leasing of space, and other requirements of the DC Courts.

B.5.5 The Contractor shall perform all work in accordance with the DC Courts standards and guidelines as services will be inspected by the DC Courts' designated Contracting Officer's Technical Representative (COTR).

SECTION C – DESCRIPTION / SPECIFICATIONS / WORK STATEMENT

C.1 STATEMENT OF WORK

The District of Columbia Courts are seeking a qualified Contractor to provide quality Integrated Pest Management (IPM) services. Additional requirements have been developed and are addressed in this expanded Statement of Work. The contractor shall furnish all laboratory testing labor, supervision, transportation, tools, materials and supplies necessary to perform pest control services in accordance with the guidelines established by Federal, State and Local Government laws, rules and regulations. Any and all applicable EPA regulations and rules (www.epa.gov) shall be followed. All services provided are to be completed by a certified, trained, and licensed pest control operator in any and all categories as required by District of Columbia Government in a manner that ensures the health and general well-being of staff and visitors. The Contractor shall perform regularly scheduled inspections and treatment, as well as on demand services. All infestations will be addressed until complete elimination of pests. The contractor shall perform in strict accordance with all terms, conditions, provisions, specifications, and schedules of this solicitation and any resulting contract. The period of performance includes a base year with four (4), one-year option renewals. The base year will commence on the date of award by the Contracting Officer.

C.1.1 The Contractor shall implement an integrated pest management plan, that includes but is not to the following:

- A. Control of indoor and outdoor populations of cockroaches, mice, moles, rats, ants, spiders, and other insects, arachnids, and arthropods.
- B. Control of indoor and outdoor populations of winged, stinging insects including removal of the nest structure.
- C. Rodent control, termite control, crawling insect control, flying insect control, migratory

pest control, bird control and mite control.

- D. Specialized pest management application for standard insecticides, rodenticides, termiticides, thermal fogging's cold fogging's herbicides, and fumigants.

C.1.2 The Contractors IPM Plan shall follow industry best practices while providing the following services and documentation, or be able to demonstrate the requirements below:

- A. The Contractor shall use non-pesticide methods of control whenever possible. Trapping devices, rather than pesticides sprays, shall be the standard method for capturing and monitoring pest movement, including indoor fly control.
- B. As a rule, the Contractor shall apply all insecticides as "crack crevice" treatments, formulate insecticide should not be visible to a bystander during or after the application process.
- C. Application of insecticides to exposed surfaces or as space sprays (fogging) shall be restricted to exceptional circumstances where no alternative measures are practical. No surface application or space spray shall be made while tenant personnel are present. The contractor shall take all necessary precautions to ensure tenant and employee safety, and all necessary steps to ensure the containment of the pesticide to the site of application.
- D. Bait formulations shall be the standard pesticide technology for cockroach and ant control, with alternate formulations restricted to unique situations where baits are not practical
- E. Glue boards and insect monitors shall be used to track and evaluate indoor insect control efforts whenever necessary.
- F. Maintain required personnel security clearances to perform work in areas

C.1.3 As a rule, rodent control inside building shall be accomplished with trapping devices and various multiple catch traps only. In general, all such devices shall be concealed out of the public view and in protected areas so as not to be affected by routine cleaning and other operations.

C.1.4 The Contractor shall use rodenticides in circumstances when rodenticides are deemed essential for adequate rodent control inside buildings. All rodenticides, regardless of packaging, shall be placed either in locations not accessible to children, pets, and domestic animals, and in EPA-approved tampered resistant bait stations. As a general rule, rodenticide application outside buildings shall emphasize the direct treatment of rodent burrow whenever feasible.

C.1.5 Contractor shall be responsible for the disposal of dead rodents and shall do so in an appropriate manner. An occasional treatment of storm and/ or sanitary drains may be required, this will be accomplished using appropriate methods for such treatment so not to cause clogging or damage to the drainpipes.

C. 2 Placement of Bait Station

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

- A. The lids of all bait stations shall be securely locked or fastened shut.
- B. All bait stations shall be placed out of the general view, in location where it will not be disturbed by routine operations.
- C. All bait stations shall be securely attached or anchored to floor, ground, wall or other immovable surface, so that the box cannot be easily picked up or moved.
- D. Bait shall always be secured in the feeding chamber of the station and never placed in the runway or entryways of the station.
- E. All bait stations shall be labeled on the inside with the Contractor's business name, phone number and address, and dated by the Contractor's technician at the time of installation and each servicing.
- F. The Contractor shall install and maintain bait stations wherever necessary inside and/ or outside of building for rodent control including, but not limited to the vicinity of dumpster, roll-off containers, and trash compactors.

C.3 Crawling insect Control

C.3.1 Technician will use various methods and material to probe and flush the various insects from their hiding and/or harborage areas. The results obtained from this probing and flushing, along with an inspection of the surrounding area, will dictate any secondary treatment procedures including application of appropriate pesticides and placement of baits. All areas must be treated monthly.

C.4 Migratory Pest Control

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

C.5. Flying Insect Control

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

C.6 Bird Control

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

C.7 Use of Pesticide

- C.7.1.** The application of all pesticides shall adhere to federal, state, and local laws and regulations, including all applicable Environmental Protection Agency (EPA) Occupational Safety and Health Administration (OSHA), state/local regulatory guidance on pesticide storage, disposal, and applications.
- C.7.2.** The purchase and use of all chemicals will be the responsibility of the Contractor.
- C.7.3** The Contractor shall not store any pesticide products on the property being serviced. When on site, products shall remain under Contractors' care, custody and control at all times.
- C.7.4** Pesticide application shall be according to need and not by schedule. As a general rule, application of pesticides in any inside or outside area shall not occur unless visual sighting, inspection or monitoring devices indicate the presence of pests in that specific area.
- C.7.5** When pesticide use is necessary, the contractor shall employ the least hazardous material most precise application technique and minimum quantity of pesticide necessary to achieve control.
- C.7.6** The contractor shall obtain the approval of the COTR prior to any application of pesticide liquid, aerosol, or dust to exposed surfaces, or any space spray treatment. The contractor shall take all necessary precautions to ensure tenant and employee safety, and all necessary steps to ensure the containment of the pesticide to the site of applications shall be made while tenant personnel are present.

C.8. Contract Service Call

- C.8.1** The DC Courts will place a service call request to the Contractor with a detailed description of work that is required. The Contractor shall then provide the DC Courts a detailed cost and time estimate, which includes an itemized breakdown for labor, parts, and material as well as a schedule with critical milestones for completing the requested supplemental service. If and when the contractor's bid is accepted, DC Courts will authorize the contractor to proceed by signing the bid.
- C.8.2** Labor rates included on the pricing schedule for the contract shall be used in preparing supplemental services estimates. Unless otherwise directed by the DC Courts, the Contractor shall provide DC Courts with an accurate written estimate of the cost and time for the contractor to complete each of the task requested by the DC Courts. The Contractor shall not proceed with any of the work described in the service call proposal until written authorization has been received from the DC Courts.

C.9. Exclusion Services

- C.9.1.** The contractor shall seal small holes/openings less than 1 inch in diameter throughout the DC Courts for the duration of the contract. For openings greater than 1 inch in diameter, the Contractor shall obtain approval from the DC Courts for a service call before proceeding with the work.

C.10. SPECIAL REQUIREMENT

- C.10.1** All vendor employee and sub-contractors of the vendor, who intend to work on site for this project must comply with DC Courts health & safety COVID protocols and regulations, as well as undergo and pass a security clearance administered by the DC Courts prior to accessing the worksite and beginning any work. The vendor's management team and employees must past a background check and receive a DC Courts contractor's badge to operate in DC Courts buildings unescorted.

PART 1

SECTION D - PACKAGING AND MARKING

N/A IN THIS SOLICITATION

SECTION E - INSPECTION AND ACCEPTANCE

E.1 Inspection of Services.

- E.1.1** “Services,” as used in this clause, includes, services performed, workmanship, and material furnished or utilized in the performance of service.
- E.1.2** The Contractor shall provide and maintain an inspection system acceptable to the DC Courts covering supplies under this contract and shall tender to the DC Courts for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the DC Courts during contract performance and for as long afterwards as the contract requires. The DC Courts may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under this contract.
- E.1.3** The DC Courts has the right to inspect and test all services called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The DC Courts will perform inspections and tests in a manner that will not unduly delay the work. The DC Courts assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in the contract.
- E.1.4** If the DC Courts performs inspection or test on the premises, the Contractor or subcontractor, shall furnish, without additional charge, all reasonable facilities and assistance for the safety and convenient performance of these duties.
- E.1.5** Inspections and tests by the DC Courts do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance.
- E.1.6** If acceptance is not conclusive for any of the reasons in subparagraph (l) hereof, the DC Courts, in addition to any other rights and remedies provided by law, or under provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery.
- E.1.7** 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 DC Courts may (1) by contract or otherwise, 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 shall be for a base year, from the date of award by Contracting Officer through one (1) year thereafter, and four (4) one (1) year options to be exercised at the discretion of the DC Courts.

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

F.2.1 The DC Courts may extend the term of this contract for four (4) one, (1) year options periods, or multiple fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the DC Courts shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the DC Courts to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the 30-day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.2.2 If the DC Courts exercise this option, the extended contract shall be considered to include this option provision. The exercise of any option under this contract is contingent upon the appropriation of funds for the respective option period. However, the availability of funds does not obligate the DC Courts to exercise this option year.

F.2.3 The offeror shall include a bid, for the base year and all option years. Failure to submit **price** for base year and all option years may cause the DC Courts to exclude your offer from further consideration.

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

F.3 Deliverables:

F.3.1 The Contractor shall perform the activities required to successfully complete the DC Courts requirements and submit each deliverable to the Contracting Officer's Technical Representative identified in section G.10 of this IFB.

F.3.2 All Deliverables shall be in a form and manner acceptable to the DC Courts. The Contractor shall complete the tasks and provide to the Contract Administrator the deliverables specified below within the designated time frames:

F.3.3 The DC Courts will provide a priority list based on the timeframes for the completion of each task order.

F.3.4. The Contractor shall provide the DC Courts with a schedule for final review and acceptance.

SECTION G -CONTRACT ADMINISTRATION DATA

G.1 Payment/Invoices.

- G.1.1** The DC 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. The contractor shall be compensated as set forth below.
- G.1.2.** Effective June 8, 2018 all invoices and payment request shall be submitted electronically through the U.S. Department of the Treasury's **Invoice Processing Platform (IPP)** System using the "Bill to Agency" of Interior Business Center-FMD. The IPP website address is <https://www.ipp.gov>. In addition, it is the vendor's (contractor's) responsibility to be System for Awards Management (SAM) registered and in IPP. The vendors (contractors) must be SAM registered in order to register in IPP. The SAM website address is <https://www.sam.gov>.
- G.1.3.** After contract and purchase order award, in order to receive payment, the Contractor must use the IPP website to register, access, and use IPP for submitting all invoice requests for payment(s). Assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email at IPPCustomerSupport@discal.treasury.gov or by phone (866) 973-3131.
- G.1.4** Payment request means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, at a minimum, the Contractors' electronic invoice shall include the following information:
1. Name and address of the Contractor,
 2. The purchase order number,
 3. Invoice date,
 4. Invoice number,
 5. Name of the Contracting Officer Technical Representative (COTR),
 6. COTR email address, and
 7. Description, quality, unit of measure, and extended price of the services or supplies rendered.
- G.1.5** Once the electronic invoice has been submitted through IPP, no later than two (2) 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.
- G.1.6** 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. Final Invoice

G.2.1 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. The Contractor must contact the COTR 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.3 Tax Exempt

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

G.4 Prompt Payment Act

G.4.1 The DC 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.4.2 In addition, the Contractor shall complete Attachment J.9- District of Columbia Courts **Release of Claims form and submit to the Contracting Officer**

G.3 Audits:

G.3.1 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 DC Court and discrepancy of overpayment is found, the DC Courts shall be reimbursed for said overpayment within thirty (30) days after written notification.

G.4 Contracting Officer and Contracting Officer's Technical Representative (COTR).

G.4.1 Contracting Officer. The District of Columbia Superior Court Contracting Officer who has the appropriate contracting authority is the only DC Courts official authorized to contractually bind the DC Courts through signing contract documents. All correspondence to the Contracting Officer shall be forwarded to:

Darlene Reynolds
Procurement Manager
Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 622
Washington, D.C. 20001
Telephone Number: (202) 879-2872
Facsimile Number: (202) 879-2835

- G.5. 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:

NAME: Terrell Thomas
TITLE: Facilities Technician Assistant
DIVISION: Capital Projects & Facilities Management Division
ADDRESS: 616 H Street, NW Washington DC 20001
Telephone Number: 202-879-4265

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.6.2 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 DC 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 DC Courts Contractor or by any DC Courts employee. If another contractor is awarded a future contract for performance of the required services, the original contractor shall cooperate fully with the DC 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 DC Courts records and that all work shall be performed under the supervision of the Contractor or the Contractor's responsible employees.

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

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

H.3 Rights in Data.

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

H.3.2 The term "Technical Data" as used herein, means recorded information regardless of form or characteristic. It may, for example, document research, experimental, developmental work, or be used to define a design or process to produce, support, maintain, or update material or documentation. The data may be character, graphic or

pictorial delineation in media such as drawings or photographs, text, or related design or performance type documentation. Examples of technical data include research data, documentation drafts, lists, specifications, profiles, standards, process sheets, manuals, and technical reports.

H.3.3 The term "Computer Software" as used herein, means all computer programs and relational computer databases, "Computer Programs" as used herein are defined as a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. Computer programs include operating systems, assemblers, compilers, interpreters, database management systems, utility programs, sort/merge programs, and automatic data processing equipment (ADPE) maintenance diagnostic programs.

H.3.4 All data first produced in the performance of any contract resulting from this solicitation process shall be the sole property of the District of Columbia Courts. The offeror hereby acknowledges that all data, including, without limitation, produced by the offeror for the process, are works made for hire and are the sole property of the District of Columbia Courts; but, to the extent any such data may not, by operation of law, be works made for hire, the Contractor shall transfer and assign to the DC Courts the ownership of copyright in works, whether published or unpublished. Further, the Contractor agrees to give the DC Courts all assistance reasonably necessary to perfect such rights, including but not limited to the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights at common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in any manner or form, authorize others to do so, without written consent of the District of Columbia Courts until such time as the DC Courts may release such data to the public domain. The DC Courts shall not unreasonably withhold consent to the offeror's request to publish or reproduce data in professional or public relations trade publications.

H.4 Security Requirements

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

H.5 Publicity

The Contractor shall always obtain the prior written approval from the DC 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.6 Unenforceability of Unauthorized Obligations

- (a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause:
 - (i) Requiring the DC Courts to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability; or
 - (ii) Providing for renewal of the contract in a subsequent fiscal year without requiring affirmative action from the contracting officer (unless pursuant to the DC Court's multiyear contracting authority), that would create an Anti-Deficiency Act violation (31 U.S.C. § 1341), the following shall govern:
 - (1) Any such clause is unenforceable against the DC Courts.
 - (2) Neither the DC Courts nor any DC Courts authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the DC Courts or any DC Courts authorized end user to such clause.
 - (3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement. (revised March 31,2017)
- (b) Paragraph (a) of this clause does not apply to indemnification by the DC Courts that is expressly authorized by statute and specifically authorized under applicable DC Courts regulations and procedures. (Revised March 31, 2017).

PART II

SECTION I - CONTRACT CLAUSES

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

The General Provisions Applicable to DC 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 proposals data that they do not want disclosed to the public or used by the DC Courts except for use in the procurement process shall so state in their bid.

I.3 Ethics in Public Contracting.

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

I.4 Disputes.

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

I.5 Laws and Regulations.

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

I.6 Non-Discrimination.

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

I.7 Examination of Books and Records.

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

I.8 Record Keeping.

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

I.9 Subcontracts.

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

I.10 Protest.

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

I.10.1.1 Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 622
Washington, D.C. 20001

I.10.2 A protest shall include the following:

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

I.10.2.2 solicitation or contract number;

I.10.2.3 Detailed statement of the legal and factual grounds for the protest, including copies of relevant documents;

I.10.2.4 Request for a ruling by the Contracting Officer; and

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

I.11 Insurance.

I.11.1 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 policies of insurance shall provide for at least thirty (30) day written notice to the District of Columbia Courts prior to their termination or material alteration. The Contractor must submit to the Contracting Officer a certificate of insurance as evidence of compliance within ten (10) calendar days after request.**

I.11.2 Comprehensive General Liability: Insurance against liability for bodily injury insurance coverage in the amount of at least five hundred thousand dollars (\$500,000.00) per occurrence.

I.11.3 Workers' Compensation: The Contractor shall carry Workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this agreement and the Contractor agrees to comply at all times with the provisions of the Workers compensation laws of the District of Columbia.

I.11.4 Comprehensive Automobile Liability Insurance (applicable to owned, non-owned and hired vehicles): The Contractor shall carry comprehensive automobile liability insurance applicable to owned, non-owned, and hired vehicles against liability for bodily injury and property damage in an amount not less than that required by law of the District's Compulsory/No-Fault Vehicle Insurance Act of 1982, as amended.

I.12 Cancellation Ceiling.

I.12.1 In the event of cancellation of the contract because of nonappropriation for any fiscal year after fiscal year 2022, 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.

PART III

LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

- J.1 General Provisions Applicable to D.C. Courts Contracts**
- J.2 Anti-Collusion Statement**
- J.3 Ethics in Public Contracting**
- J.4 Non-Discrimination**
- J.5 Certification of Eligibility**
- J.6 Tax Certification Affidavit**
- J.7 Certification Regarding a Drug-Free Workplace**
- J.8 COVID-19 Contractors Portal Information**

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

PART IV

REPRESENTATIONS AND INSTRUCTIONS

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 Bidder 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 offers.

L.1.2 The bidder shall conspicuously mark on the outside of the offer package the name and address of the offeror and the following:

Solicitation Number: DCSC-22-IFB-89

Caption: Integrated Pest Management Service

Offer Due Date & Time: 8/31/22 at 3:00PM

L.1.3 Confidentiality of Submitted Information.

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

L.1.3.1.1 *"This offer 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 offer 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 DC Court's internal needs in the procurement process. The DC Courts may, without permission of the offeror, use, without restriction, information contained in this offer package if it is obtained from another source.

- L.1.4** Offerors shall submit bids via email to keith.belle@dccsystem.gov.
- L.2** **RESERVED**
- L.3** **Bid Submission Date and Time, Late Submission, Modifications and Withdrawals.**
- L.3.1** Bid shall be submitted no later than the date and time specified in the solicitation. Bids, modifications to bids, or requests for withdrawal that are received in the designated DC Courts office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:
- L.3.1.1** The bid or modification was sent by registered or certified mail no later than the fifth (5th) calendar day before the date specified for receipt of bids;
- L.3.1.2** The bid or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the DC Courts after receipt; or
- L.3.1.3** The bid is the only offer received.
- L.3.2** The only acceptable evidence to establish the date of a late bid, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the offer, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown in the postmark, the bid shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.
- L.3.3** A late offer, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.
- L.3.4** A late modification of a successful offer which makes its terms more favorable to the DC Courts shall be considered at any time it is received and may be accepted.
- L.3.5** A late offer, late modification or late withdrawal of offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

L.4 Questions.

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

Attn: Keith Belle, Contract Specialist
Procurement and Contracts Branch
Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 622
Washington, D.C. 20001
Keith.belle@dccsystem.gov
Telephone: 202-879-5515

L.5 Explanation to Prospective Bidders.

L.5.1 **Any prospective bidder desiring an explanation or interpretation of this solicitation must request it by email no later than August 19, 2022, by 3:00p.m.** Requests should be directed to the procurement contact person at the e-mail address listed in Section L.4. Any substantive information given to a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

L.6 Changes to the IFB.

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

L.7 Method of Award.

L.7.1 The DC 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 DC Courts.

L.7.2 The DC Courts intend to award a single contract resulting from this solicitation to the qualified, lowest responsive and responsible bidder who has the lowest bid/offer price.

L.8 Cancellation of Award.

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

L.9 Official Offer.

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

L.10 Certifications, Affidavits, and Other Submissions.

L.10.1 Offerors shall complete and return with their proposal the Representations and Certifications (Attachment J.2 - Anti-Collusion Statement, Attachment J.3 – Ethics in Public Contracting, Attachment J.4 - Non-Discrimination, J.5 - Certification of Eligibility, J.6 - Tax Certification Affidavit and J.7 - Certification of a Drug-Free Workplace.

L.11 Retention of Bids/Offers.

L.11.1 All offer documents shall be the property of the District of Columbia Courts and retained by the DC Courts, and therefore will not be returned to the offerors. One (1) copy of each offer shall be retained for official files and will become a public record after the award and open to public inspection. It is understood that the offer will become a part of the official file on this matter without obligation on the part of the DC Courts except as to the disclosure restrictions contained in Section L.1.3.

L.12 Public Disclosure under FOIA.

L.12.1 **Trade secrets or proprietary information submitted by an offeror 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 DC Courts.** However, the offeror 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 offeror's entire bid is proprietary will have no effect whatsoever.

L.13 Examination of Solicitation.

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

L.14 Acknowledgment of Amendments.

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

L.15 Right to Reject Offers.

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

L.16 Offer Preparation Costs.

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

L.17 Prime Contractor's Responsibilities.

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

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

L.18 This is fixed firm price (FFP) contract.

L.19 Failure to Respond to Solicitation.

L.20 Signing Offers and Certifications.

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

L.21 Errors in Offers.

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

L.23 Acceptance Period.

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