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., Suite 612
WASHINGTON, D.C. 20001

DATE ISSUED: **August 26, 2016**

OPENING DATE: **September 12, 2016**
OPENING TIME: **2:00 P.M.**

SOLICITATION NUMBER: DCSC-16-IFB-0078

CLOSING DATE:
CLOSING TIME:

OFFER/BID FOR: **O**n-Site Document Scanning, Digitizing and Indexing

MARKET TYPE: OPEN

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

The undersigned offers and agrees that, with respect to all terms and conditions accepted by the Courts under "AWARD" below, this offer and the provisions of the RFP/IFB will constitute a Formal Contract.

OFFEROR	Name and title of Person Authorized to Sign Offer: (Type or Print)	
Name: Street: City, State: Zip Code:	Signature (Seal)	Date:
Area Code & Telephone Number:	Impress Corporate Seal Corporate (Secretary) _____ (Seal) (Attest)	

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

CONTRACT NO._____AWARD AMOUNT $_____

ACCEPTED AS TO THE FOLLOWING ITEMS:

_____

DISTRICT OF COLUMBIA COURTS

BY:_____
CONTRACTING OFFICER

CONTRACT PERIOD: _____

_____
AWARD DATE

All written communications regarding this solicitation should be addressed to the Contracting Officer and should be directed by e-mail to Jeffrey Washington, Contract Specialist at jeffrey.washington@dcsc.gov.

This solicitation is **OPEN MARKET** procurement.

REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS

1. ACKNOWLEDGMENT OF AMENDMENTS

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.

2. WALSH-HEALY ACT

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

(a) Regular Dealer

( ) The Bidder 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 Bidder is a Manufacturer pursuant to Clause 28 of the District of Columbia Courts General Contract Provisions.

( ) The Bidder is not a Manufacturer pursuant to Clause 28 of the District of Columbia Courts General Contract Provisions.

3. BUY AMERICAN CERTIFICATION

The Bidder hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Clause 29 of the District of Columbia Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, "Buy American Act"), 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 bidder 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 bid is considered to be a certification by the signatory that:

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices bid;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory;

(1) Is the person in the Bidder's organization responsible for determining the prices being offered in this bid, 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 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 and the title of his or her position in the Bidder'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) (i) 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 deleted or modifies subparagraph (a) (2) above, the Bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

6. TYPE OF BUSINESS ORGANIZATION

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

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: _____

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.

SECTION B - SUPPLIES OR SERVICES AND PRICE/COST

B.1 The District of Columbia Courts (the Courts) are seeking a qualified Vendor to provide on-site paper document scanning, digitizing and indexing services of approximately 20,000 paternity/support case files located in the JM-300 file storage unit of the Main Courthouse. The Court's goal is to manage and maintain the integrity of our documents while reducing the amount of storage space In addition, the awarded contract may also be utilized by all Court Divisions and the Court of Appeals.

B.2 The Court intends to award a contract to the responsible and responsive bidder whose bid meets the requirements within this solicitation and is the total lowest bid price. The bidder shall submit a price for the services specified below in Sections B.4 and in accordance with Section C, Scope of Services, of this IFB.

B.3 REQUIREMENTS CONTRACT

The District will purchase its requirements of the articles or services included herein from the Contractor. The estimated quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable. The estimated quantities shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of its obligation to fill all such orders.

a. Delivery or performance shall be made only as authorized in accordance with the Ordering Clause, [Section G6]. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.

b. There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.

c. Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the Contractor shall not be required to make any deliveries under this contract after the Task order/Purchase Order expiration date.

B.4 PRICE SCHEDULE – REQUIREMENTS

B.4.1 BASE YEAR

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
CLIN 0001	On-site paper document scanning, digitizing & indexing services	**$____per *[Page]***	**200,000**	**$_____**
Grand Total for B.4.1				**$_____**

B.4.2 OPTION YEAR ONE

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
CLIN 0001	On-site paper document scanning, digitizing and indexing services	**$____per *[Page]***	**200,000**	**$_____**
Grand Total for B.4.2				**$_____**

B.4.3 OPTION YEAR TWO

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
CLIN 0001	On-site paper document scanning, digitizing and indexing services	**$_____ per *[Page]***	**200,000**	**$_____**
Grand Total for B.4.3				**$_____**

B.4.4 OPTION YEAR THREE

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
CLIN 0001	On-site paper document scanning, digitizing and indexing services	**$_____per *[Page]***	**200,000**	**$_____**
Grand Total for B.4.1				**$_____**

B.4.5 OPTION YEAR FOUR

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
CLIN 0001	On-site paper document scanning, digitizing and indexing services	**$____per *[Page]***	**200,000**	**$_____**
Grand Total for B.4.3				**$_____**

END SECTION B

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

The DC Courts, Administrative Services Division, Procurement and Contracts Branch, on behalf of The Family Court Operations Division seeks a contractor experienced in confidential records conversion to provide on-site paper document scanning, digitizing and indexing of approximately 20,000 paternity and support case files located in the JM-300 file storage unit of the Main Courthouse.

a. Our goal is to manage and maintain the integrity of our documents while reducing the amount of storage space our paternity and support files occupy in their current state.
b. We have approximately 20,000 paternity and support case files from the years 1991-1995 requiring scanning and digitizing to a special server with indexing. Once all identified files are digitized, the corresponding paper files will be boxed and delivered to an offsite storage facility utilized by The DC Courts.
c. Scanning services will include the preparation of documents for On-Site Scanning— Petition, Adjudication of Paternity, and Orders of Support including docket entries and inserts Scan Documents, Create Electronic Images and Perform Quality Review Capture and Storage of Metadata Automatic entry and Manual entry.

C.1.1 Applicable Documents

Records and papers of paternity and support proceedings are confidential records. The Clerk of the Superior Court is required by law to keep a "docket" for each action. See D.C. SCR-Domestic Relations Proceedings 79-a.

C.1.2 Definitions

The contractor will be required to scan, digitize and index the paternity and support case files **Petition, Adjudication of Paternity, and Orders of Support (Temporary and Permanent)** including all docket entries and inserts.

a. Approximately 20,000 case files (from the years 1991-1995)
b. Approximately 10 pages in each file
c. Paper sizes consisting of standard 8 ½ x11 and 8 ½ x 14 legal size
d. Paper inside the files is in fair condition
e. Files are currently housed in the JM-300 high density filing unit

C.2 BACKGROUND

Records and papers of paternity and support proceedings are confidential records. The Clerk of the Superior Court is required by law to keep a "docket" of each

action. D.C. SCR-Domestic Relations Proceedings 79-a. According to the Superior Court Records Retention and Disposition Schedule, paternity and support records are to be retained permanently. In an effort to maintain the confidentiality and integrity of sensitive case files, the Superior Court has maintained and stored paternity and support case files on site since September of 1991. As a result, paternity and support case files have grown into the thousands and currently occupy a substantial portion of a newly designed state-of-the-art high density filing unit in the Paternity and Support Branch. Because the files are maintained indefinitely, their growth will soon exceed on-site storage capacity.

C.2.1

a. Paternity and support files are maintained indefinitely as required by law and their growth will soon exceed our on-site storage capacity. Therefore, the Family Court is seeking to have paternity and support files older than 21-years reduced by converting paper documents to digital format.

b. According to the Superior Court Records Retention and Disposition Schedule, paternity and support case records are to be retained permanently and given a disposal date by the agency official of the Records Center.

C.2.2

a. In an effort to maintain the confidentiality and integrity of sensitive case files, the Superior Court has maintained and stored paternity and support case files on site since September of 1991.
b. The need for document reduction is ongoing due to the retention policy for paternity and support files.
c. Paper files have been maintained in boxes and the filing storage units since September 1991.
d. Some files have been converted to microfilm and are located via a search and retrieval system and card index.

C.2.3

a. Digitizing paternity and support files from 1991 to 1995 will create additional space in the high-density filing unit.
b. It will allow those with access to paternity and support files the ability to utilize current technology to access case information more efficiently. This is of particular importance where parties seek to reopen or submit new filings for a paternity and support case.

C.3 REQUIREMENTS

a. Paternity and support cases contain sensitive information and documentation. The contractor is expected to perform with the utmost level of confidentiality.
b. Contractor is to provide no more than five people to perform contracted duties.
c. The contractor must have on site conversion capabilities.
d. Contractor must provide all the equipment required to complete the specified

tasks.

e. Documents must remain in the courthouse during the conversion process.
f. The contractor cannot store and/or remove any data outside of the courthouse.
g. The contractor shall coordinate with the COTR and owners of the documents to properly notify and transfer the copied or scanned images to their files or electronic systems. Communication shall be necessary in order to prevent the loss of important information of the file contents.
h. The contractor shall index all documents scanned by file date, case number, names of parties and date range in current DC Courts Court View format.
i. The contractor shall digitize all scanned documents and label according to the case number (chronological order by year), names of parties and date range.
j. Contractor is to provide a proposed timeline defining its' approach to project implementation.
k. This contract is not to exceed a year.
l. The contractor shall (1) create a web-based search and retrieval system using APEX, (2) digitize and index all proposed paternity and support files in the JM-300 High Density Filing Unit, (3) load the digitized and indexed files into the search and retrieval system, and (4) train court personnel on how to use the web-based search and retrieval system. (see below for detailed IT scope of work)

C.4 **SCOPE OF WORK (for IT portion of this effort)**

C.4.1 The Contractor shall (1) create a web-based search and retrieval system using APEX, (2) digitize and index all files in the JM-300 High Density Filing Unit, (3) load the digitized and indexed files into the search and retrieval system, and (4) train court personnel on how to use the web-based search and retrieval system.

C.5 **SOFTWARE DEVELOPMENT REQUIREMENTS**

C.5.1 The Contractor shall provide software development professional services to satisfactorily meet the requirements stated in this solicitation. The resource shall, at a minimum, possess the following skills:

C.5.1.1 Experience (3-5 years) with **Oracle Application Express** best practices including APEX security and performance tuning

C.5.1.2 Experience (3-5 years) in **Oracle PL/SQL**

C.5.1.3 Strong **SQL** (3-5 years experience) and query writing skills

C.5.1.4 Experience with iterative and **agile** software development practices

C.5.1.5 Experience with Single Sign-on (**SSO**) (OID and AD preferred but not required)

C.5.1.6 Good understanding of **data modeling**

C.5.2 The Contractor shall ensure its' comprehensive understanding of the requirements from the stakeholders prior to system development;

C.5.3 The Contractor shall provide the Courts with a software design documentation that accurately reflects the final product;

C.5.4 The Contractor shall provide the Courts with a Test Plan for user acceptance testing (UAT);

C.5.5 The Contractor shall facilitate two (2) two-hour UAT sessions;

C.5.7 The Contractor shall facilitate two (2) one-hour end-user training sessions;

C.5.8 **CREATE METADATA DATABASE STRUCTURE**

The Contractor shall create a metadata structure for easy search, and retrieval of digital images. The Oracle DB 11G - Data field requirements are listed below:

C.5.8.1 Parties' Last Names
C.5.8.2 Parties' First Name
C.5.8.3 Case Number
C.5.8.4 Case Type
C.5.8.5 Year (File creation)

C.5.9 The metadata/index information listed above in **Section**s **C.5.8.1 - C.5.8.5** shall be captured during the scanning process. Displayed and made searchable in the web-based system.

C.5.10 **METADATA QUALITY REVIEW**

The Contractor shall provide detailed description to Courts how metadata quality review will be performed.

C.5.11 **CREATE SEARCH AND RETRIEVAL SYSTEM**

The Contractor shall create a system which will allow the Court to perform the Functions listed under **Sections C.5.11.1 – C.5.11.2** below.

C.5.11.1 **SEARCH & RETRIEVAL SYSTEM:**

C.5.11.1.1 Search screen will allow users to search for images of the case file petition, Adjudication of Paternity, and Orders of Support by metadata fields identified in this solicitation;
C.5.11.1.2 Exact and Like searches shall be supported; and

C.5.11.1.3 Retrieval screen will display returned image. After the search criteria is entered and database record is found, image will be returned to the screen to allow viewing and printing of returned image.

C.5.11.2 **END-USER APPLICATION**

C.5.11.2.1 End-user application shall be developed utilizing APEX (version 4.0.2).

C.5.11.2.2 System shall allow for different user types, authentication (user ids & passwords) and authorization levels (read-only, modify, and admin).

C.5.11.2.3 At a minimum, the application should allow for printing, saving, rotating, panning, and zooming of the images.

C.5.11.2.4 At the conclusion of this project, the contractor shall leave behind the Search and Retrieval System and the system shall be owned by the DC Courts.

C.6 **CONTRACTOR RESPONSIBILITIES**

C.6.1 The prospective Contractor shall furnish, install, and ensure proper operation of all equipment and software necessary to digitize and index all files in the JM-300 high density filing unit.

C.6.2 The prospective Contractor shall be responsible for furnishing equipment for on-site scanning at DC Courts. Once the documents have been scanned, the Contractor shall be responsible for inspecting the quality of all images and delivering the image files in TIF format. DC Courts will work with the contractor to determine production rates (number and frequency of scanning batches, turnaround time, and re-work schedule).

C.6.3 All files must be scanned on-site.

C.7 **PRODUCTION SCHEDULE**

C.7.1 Based on the total digitization effort, the contractor shall submit a production schedule containing the following information:

C.7.1.1 Production rate per time interval (e.g. daily, weekly, or monthly)

C.7.1.2 Number and frequency of batches per time interval

C.7.1.3 Contractor turnaround time

C.7.1.4 Inspection and re-work schedule

C.7.2 Contractors is expected to participate in status meetings, at least on a bi-weekly basis. Also, the contractor should supply on a weekly basis the following:

C.7.2.1 Formal reports on progress (schedule update, etc.)

C.7.2.2 Notification of rejected work

C. .2.3 Re-work schedule and

C.7.2.4 Re-inspection

C.7.3 Contractors is expected to capture and distribute meeting minutes no more than one business day after the meeting.

C.8 **<u>Additional items for Preparation and Scanning of Material</u>**

C.8.1 **For all scanning, the Contractor shall:**

C.8.1.1 Identify and label which documents are to be scanned

C.8.1.2 Remove staples and other bindings prior to scanning (if applicable).

C.8.1.3 Re-staple in the same order after scanning (if applicable).

C.8.1.4 All pages have to be scanned in order.

C.8.1.5 The contractor shall be able to handle standard and non-standard paper-sizes.

C.8.1.6 Communicate to the Courts any discrepancies to the estimated number of pages, or condition of the materials, and accompanying metadata instructions before commencing scanning.

C.8.1.7 Ensure scanning equipment is free of dust and other distorting particles, and that the calibrations are maintained throughout scanning activities.

C.8.1.8 Contractor responses to RFP should include detailed information about the equipment that will be utilized for scanning including equipment features, functionality and size.

C.8.1.9 Select scanning settings for best image capture and record setting if other than 300 dpi.

C.8.2 **Scan materials:**

C.8.2.1 Maintain proper image orientation (portrait, landscape)

C.8.2.2 Check for distortions

C.8.2.3 Inspect for quality

C.8.2.4 Each image shall be in focus

C.8.2.5 Each image shall be 300 dpi

C.8.2.6 Each image shall be de-skewed and centered

C.8.2.7 Report and discuss any problems encountered with images.

C.8.3 **Image Quality Review:**

C.8.3.1 Quality review, before scanning and after scanning.

C.8.3.2 Contractor will provide detail description of their quality review process & standards that will be performed.

C.8.3.3 When necessary the contractor will re-scan from original.

C.8.3.4 If the original file is in extremely poor condition, the Contractor should set the file aside in a designated area and notify the Courts promptly for review and consultation with the COTR.

C.8.3.5 To verify accuracy entering metadata, contractor can utilize Court Case Online.

C.10 **DOCUMENTATION**

a. Upon completion of scanned images, the contractor shall provide notes about problems encountered with the individual image. Each note should list the file name of the image and a short description of the problem.

b. For each image, the contractor shall provide identifying information for quality control such as batch number, date, time, filename and file location.

c. Contractor should ensure the image provided is capable of being reproduced.

C.10 **REPORTS**

C.10.1 The contractor shall provide the COTR with a weekly status report to include at a minimum the following information:

C.10.1 .1 The number of images scanned;

C.10.1 .2 The number of total pages scanned;

C.10.1 .3 The project schedule/timeline;

C.10.1 .4 The number and percentage of scanned images selected for quality assurance review;

C.10.1 .5 The number of pages re-scanned to address quality concerns.

C.11 **PRODUCTS AND SERVICES**

C.11.1 The contractor shall provide the following:

C.11.1 .1 A description of all their digitization products and services;

C.11.1 .2 Describe any additional services it provides, whether free or otherwise; that have not been mentioned within the scope but would be available and of value to the Courts;

C.11.1.3 Itemized pricing for all products and services;

C.11.1 .4 Describe in detail any alternatives and whether they meet or exceed original items

specified;

C.11.1 .5 Describe detailed warranties;

C.11.1 .6 If sub-contractors are to be used the DC Courts must approve in advance of contract Award.

C.12 UNACCEPTABLE DELIVERABLES

C.12.1 When unacceptable images, metadata, and text converted files are encountered:

a. Provide detail explanation to contractor of rejection (image errors, incorrect data, blurry image, image quality)

b. Contractor shall make all the necessary adjustments and reproduce the image/indexing data at their expense to achieve acceptable level of quality to Courts.

END SECTION C

SECTION D - PACKAGING AND MARKING

This section is not applicable to this solicitation.

END SECTION D

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION OF SERVICES

E.1.1 DEFINITIONS: "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

E.1.2 The Vendor shall provide and maintain an inspection system acceptable to the District of Columbia Courts covering the services furnished under this contract. Complete records of all inspection work performed by the Vendor shall be maintained and made available to the Courts during contract performance and for as long as the contract requires.

E.1.3 The Courts 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 Courts shall perform inspections and test in a manner that will not unduly delay the work.

E.1.4 If the Courts perform inspections or test on the premises of the Vendor or subcontractor, the Vendor shall furnish, and shall require subcontractors to furnish, at no increase in the contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

E.1.5 If any of the services do not conform to the contract requirements, the Courts may require the Vendor to perform the services again in conformity with the contract requirements, at no increase in the contract amount. When the defects in services cannot be corrected by re-performance, the Courts may (1) require the Vendor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

E.1.6 If the Vendor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity with the contract requirements, the Courts may (1) by contract or otherwise, perform the services and charge to the Vendor any cost incurred by the Courts that is directly related to the performance of such service or (2) terminate the contract for default.

END SECTION E

SECTION F - DELIVERIES AND PERFORMANCE

F.1 **Term of Contract**.

F.1.1 The term of the contract shall be for one (1) year from the date of award. The date of award shall be the date the Contracting Officer signs the contract document.

F.1.2 **Option Period:**

The District of Columbia Courts may, in its sole discretion, extend the term of this contract for an additional four (4) one (1) year period or, or a fraction, or multiple fractions thereof.

F.1.2.1 **Option to Extend the Term of the Contract:**

The District of Columbia Courts may extend the term of this contract for four (4) one (1) year period, or a fraction, or multiple fractions thereof, by written notice to the Contractor before the expiration of the contract, provided that the District of Columbia 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 District of Columbia 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.

If the District of Columbia 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 District of Columbia Courts to exercise this option year.

The offeror shall include in its **price** proposal, the **price** for the base year and all option years. Failure to submit **price** for base year and all option years may cause the Courts to exclude your offer from further consideration.

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

F.1.2 **Commencement of Work:**

The work starting date for the Vendor shall be mutually agreed upon by the Courts and the Vendor.

F.2 **Deliverables:**

All Deliverables shall be in a form and manner acceptable to the Courts. The Vendor shall provide to the Contract Officer's Technical Representative (COTR) the deliverables specified below which will be determined prior to start of work.

F.2.1

	Deliverable	**Quantity**	**Format/Method of Delivery**	**Due Date**	**To Whom**
1.	Electronic scanning/digitizing of all documents as per SOW, Section C			To be determined prior to start of work	COTR
2	Software System as per SOW, Section C.6				COTR

END SECTION F

SECTION G -CONTRACT ADMINISTRATION DATA

G.1 **Payment/Invoices:**

G.1.1 The Vendor shall submit to the Contract Officer's Technical Representative (COTR) a breakdown of all charges for work performed. The COTR shall review each invoice for certification of receipt of satisfactory services prior to authorization of payment. Payments shall be made within 30 days after receipt and approval of invoices.

G.1.2 At a minimum, to constitute a proper invoice, the Vendor's invoice shall include the following information:

a. Name and address of the Vendor;
b. The contract number and Contract Order number;
c. Invoice date;
d. Description, quantity, unit of measure, and extended price of the services of supplies actually rendered;
e. Date the services or supplies were rendered;
f. Shipping & payment terms;
g. Name and address of the Vendor official to whom payment is to be sent;
h. Name, title, phone number, and mailing address of person to be notified in the event of a defective invoice;
i. The Vendor's Electronic Fund Transfer (EFT) routing identification (bank name and code, account number) or the Vendor's complete remittance or check mailing address, including the name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent; and
j. Signature of a person so authorized to certify that the services or supplies were provided as stated.

G.1.3 The Vendor shall prepare invoices in duplicate and submit them to the Financial Operations Division and the COTR on a monthly basis. The Courts shall reimburse the Vendor on a monthly basis.

G.1.4 The Vendor shall submit final invoices within thirty (30) days after the expiration of this contract.

G.1.5 In addition, at the end of the contract period or any extension thereof, the Vendor shall complete **Attachment J.9 - District of Columbia Courts Release of Claims form and submit to the Contracting Officer.**

G.2 **Billing/Payment**

G.2.1 Payment to the Vendor for services satisfactorily performed will be made by the Courts once the Vendor's certified invoice has been approved by the COTR, or in the case of a dispute, subject to final determination by 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 Vendor'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 Vendor by the Courts and a discrepancy of overpayment is found, the Courts will be reimbursed for said overpayment within thirty (30) days after written notification.

G.4 **CONTRACTING OFFICER AND CONTRACT 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 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
District of Columbia Courts

G.4.2 **CONTRACT OFFICER TECHNICAL REPRESENTATIVE (COTR):** is responsible for general administration of the contract and advising the Contracting Officer as to the Vendor'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, including consulting with technical staff of the Courts' Research and Development Division for review of all deliverables prior to acceptance. The COTR shall be:

Jo-Ella Brooks
DC Superior Court
500 INDIANA AVE. NW,
Washington, DC, 20001
202.879- 1299 (ph)

G.5 **THE RESULTANT VENDOR IS HEREBY FOREWARNED THAT ABSENT THE REQUISITE AUTHORITY OF THE CONTRACTING OFFICER TECHNICAL REPRESENTATIVE TO MAKE ANY SUCH CHANGES, VENDOR 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 ALSO BE REQUIRED, AT NO ADDITIONAL COST TO THE COURTS, TO TAKE ALL CORRECTIVE ACTION NECESSITATED BY REASON OF THE UNAUTHORIZED CHANGES.**

G.6 ORDERING CLAUSE

G.6.1 Any supplies and services to be furnished under this contract must be ordered by issuance of Task Orders/Purchase Orders by the CO. Such orders may be issued during the term of this contract.

G.6.2 All task orders or purchase orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.

G.6.3 If mailed, a task order or purchase order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

END SECTION G

SECTION H - SPECIAL CONTRACTS REQUIREMENTS

H.1 Other Vendors

The Vendor shall not commit or permit any act which will interfere with the performance of work done by any other Courts Vendor or by any Courts employee. If another Vendor is awarded a future contract for performance of the required services, the original Vendor shall cooperate fully with the Courts and the new Vendor 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 Vendor agrees to assume responsibility for protection of the confidentiality of Courts records and that all work shall be performed under the supervision of the Vendor or the Vendor's responsible employees.

H.2.3 Each office or employee of the Vendor to whom information may be available or disclosed shall be notified in writing by the Vendor 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 an means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions.

H.2.4 No information regarding the Vendor's performance of the contract shall be disclosed by the Vendor 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 bidder hereby acknowledges that all data, including, without limitation, produced by the bidder 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 Vendor shall transfer and assign to the Courts the ownership of copyright in works, whether published or unpublished. Further, the Vendor agrees to give the 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 Vendor agrees not to assert any rights at common law or in equity in such data. The Vendor 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 Courts may release such data to the public domain. The Courts shall not unreasonably withhold consent to the bidder's request to publish or reproduce data in professional or public relations trade publications.

H.4 Vendor Management Responsibility

H.4.1 The Vendor shall appoint a Project Manager who will be the Vendor'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 Vendor/Court communications, work and technical direction shall flow. The Project Manager will be responsible for insuring that any requested changes be made to the final product.

H.5 Stoppage of Work

H.5.1 If the Vendor fails to abide by any or all of the provisions of the contract, the

Contracting Officer reserves the right to stop all work or any portion thereof, affected by the Vendors failure to comply with the contract requirements. This stoppage will remain in effect until the Vendor has taken action to meet the contract requirements. If the Vendor fails or refuses to meet all the provisions of the contract or any separable part thereof after written notification and work stoppage, the Court may terminate the right of the Vendor to proceed.

H.6 **Subcontracts**

H.6.1 Nothing contained in the contract documents shall be construed as creating any contractual relationship between any subcontractor and the Court.

H.6.2 The divisions or sections of the specifications are intended to control the Vendor in dividing the work among the subcontractors or to limit the work performed by any trade.

H.6.3 The Vendor 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.6.4 The Vendor shall be responsible for the coordination of the trades, subcontractors, materials, and persons engaged upon his work.

H.6.5 The Court will not undertake to settle any differences between the Vendor and his subcontractors or between subcontractors.

H.7 **Safety Precautions:**

H.7.1 The Government its officers, agents, servants and employees shall not be held liable for any property damages or physical harm resulting from inadequate protection.

H.8 **Use of Premises**

H.8.1 The Vendor 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.8.2 Any work necessary to be performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the Court.

H.8.3 The Vendor shall use only such entrances to the work area as designated by the COTR.

H.8.4 Only such portions of the premises as required for proper execution of the contract shall be occupied.

H.9 SECURITY CLEARANCE:

The Vendor's personnel shall be subject to the Courts' security clearance process.

END SECTION H

SECTION I - CONTRACT CLAUSES

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

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

I.2 Restriction On Disclosure and Use of Data:

Bidders 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 bid.

I.3 Ethics in Public Contracting:

The Bidder shall familiarize itself with the Court's policy entitled "Ethics In Public Contracting". The bidder shall abide by such provisions in submission of its bid 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 the Court's "Contract Disputes Procedures," as approved by the Joint Committee on Judicial Administration.

I.5 Laws and Regulations:

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

I.6 Non-Discrimination:

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

I.7 Examination of Books and Records:

The Contracting Officer, the Inspector General or any of its 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 Vendor involving transactions related to the contract.

I.8 Record Keeping:

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

I.9 Subcontracts

None of the Vendor's work or services hereunder may be subcontracted by the Vendor 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 to the Contract. Notwithstanding any such subcontractor approved by the Court, the Vendor shall remain liable to the Courts for all Vendors' work and services required hereunder.

I.10 Protest

I.10.1 Any aggrieved person may protest this solicitation, award or proposed contract award. 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 616
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 **Debriefing**

I.11.1 An Unsuccessful offeror may request a debriefing by submitting a written request to the Contracting Officer at the address specified in I.10 above within (3) calendar days from the date of receipt of the notification.

I.12 Insurance:

I.12.1 Prior to execution of the contract, the Vendor 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 Vendor must submit to the Contracting Officer a certificate of insurance as evidence of compliance within ten (10) calendar days after request.**

I.12.2 Comprehensive General Liability: Insurance against liability for bodily injury insurance coverage in the amount of at least five hundred thousand dollar ($500,000) per occurrence.

I.12.3 Workers' Compensation: The Vendor 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 Vendor agrees to comply at all times with the provisions of the Workers Compensation Laws of the District.

I.12.4 Comprehensive Automobile Liability Insurance (applicable to owned, non-owned and hired vehicles): The Vendor 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.13 Cancellation Ceiling

I.13.1 In the event of cancellation of the contract because of non-appropriation for any fiscal year after fiscal year 2010, 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.

END SECTION I

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	**District of Columbia Courts Release of Claims**
J.9	**Past Performance Evaluation Form**

END SECTION J

REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

K.1 **See attachment J7- Certification Regarding a Drug-Free Workplace**

END SECTION K

REPRESENTATIONS AND INSTRUCTIONS

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 Bid Submission and Identification:

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

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

Solicitation Number : DCSC-16-IFB-0078
Caption: **O**n-Site Document Scanning, Digitizing and Indexing
Bid Opening Date & Time: September 12, 2016.

L.1.3 **Confidentiality of Submitted Information:**

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

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

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

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

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

L.1.4 **Bidders submitting their proposals by mail must mail their proposals to the following address:**

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

L.1.5 **Bidders submitting their proposals by hand delivery/courier services must hand deliver their proposals to the following address:**

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

L.2 Bid Information and Format:

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

L.2.2 Bids shall be prepared simply and economically, providing a straightforward, concise delineation of bidder's capabilities to satisfy the requirements of this **IFB**. Fancy bindings and colored displays or promotional material are not desired or preferred, but pages must be numbered. **Each bidder shall submit one (1) original and two (2) copies of the completed bid. Each bid shall be properly indexed and include all information requested in the solicitation.**

L.2.3 **General Information:**

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

L.2.3.1.1 Ownership structure;
L.2.3.1.2 Ownership by foreign corporation with an interest exceeding five (5) percent;

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

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

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

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

L.2.3.1.7 **Copy of any current license, permit, registration or certification to transact business in the District of Columbia, if required by law to obtain such license, permit, registration or certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements**;

L.2.3.1.8 If the **bidder** is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements; and

L.2.3.1.9 Name, address, and current phone number of bidder's contact person.

L.2.4 **Experience, Qualifications and Resumes:**

L.2.4.1 Documentation indicating the capabilities and experience with same or similar type of service.

L.2.4.2 **Three (3) letters of reference to include information about previously performed District or federal or private contracts providing similar and/or like services, inclusive of dates, contract amount, address and telephone number of the contract administrator. Each reference letter shall address client's satisfaction with bidder's performance and deliverables on similar projects.**

L.2.5 **Disclosure**
This section of the bid shall include the disclosure information described below:

L.2.5.1 Disclosure details of any legal action or litigation past or pending against the **bidder**;

L.2.5.2 A statement that the **bidder** knows of no conflict between its interests and those of the District of Columbia Courts; and further that the **bidder** knows of no facts or circumstances that might create the appearance of a conflict between its interests and those of the District of Columbia Courts; and

L.2.5.3 Documentary evidence (e.g. certificates) that the **bidder** is authorized to conduct

business in the District, and the **bidder** is current in its tax obligation to the District of Columbia.

L.3 **Bid Price**

L.2.3.1 The bid price must be submitted using the format provided in Section "B" of this CSB. The price furnished by the **bidder** shall be itemized for the services set forth in Section C. The **bidder**'s price bid shall become a part of the awarded contract. The **bidder**'s price bid shall include all costs for the required services. This pricing information will also be used for evaluation purposes.

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

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

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

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

L.4.1.3 The bid is the only bid received.

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

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

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

L.4.5 A late bid, late modification or late withdrawal of **bid** that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful bids resulting from this solicitation.

L.5 Explanation to Prospective Bidders:

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

Jeffrey Washington, Contract Specialist
Procurement and Contracts Branch
Administrative Services Division
District of Columbia Courts
E-mail address: jefffry.washington@dscs.gov
Telephone Number: (202) 879 –7574

L.5.2 Any prospective bidder desiring an explanation or interpretation of this solicitation must request it by e-mail no later than 2:00 PM, September 2, 2016 Requests should be directed to the procurement contact person at the address listed in Section L.5.1. Any substantive information given to a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to any other prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

L.6 Changes to the IFB:

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

L.7 Contract Award:

L.7.1 **A CONTRACT WILL BE AWARDED TO THE RESPONSIBLE AND RESPONSIVE BIDDER WHOSE BID MEETS THE REQUIREMENTS SET FORTH IN THIS IFB AND IS THE TOTAL LOWEST (BASE YEAR AND ALL OPTION YEARS ADDED TOGETHER) BID PRICE.**

L.7.2 PROSPECTIVE BIDDERS MUST BID IN AGGREGATE TO BE CONSIDERED FOR AWARD.

L.8 Cancellation of Award

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

written contract 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 **bid** the Representations and Certifications (Section A and Attachment J.2 - Anti-Collusion Statement, 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

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 bid will become a part of the official file on this matter without obligation on the part of the Courts except as to the disclosure restrictions contained in Section L.1.3.

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 bid is proprietary will have not effect whatsoever.

L.13 Examination of Solicitation:

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

L.14 Acknowledgment of Amendments:

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

date in the bid; or (c) letter. The District of Columbia Courts must receive the acknowledgment by the date and time specified for receipt of bids. Bidder's failure to acknowledge an amendment may result in rejection of the bid.

L.15 Right to Reject Bids:

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

L.16 Bid Preparation Costs

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

L.17 Prime Vendor's Responsibilities

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

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

L.18 Contract Type:

L.18.1 This is a Firm-Fixed Unit Price

L.19 Failure to Respond to Solicitation:

L.19.1 In the event that a prospective bidder does not submit a bid in response to the solicitation, the prospective bidder should advise the Contracting Officer by letter or postcard whether the prospective bidder wants any future solicitations for similar requirements. If the prospective bidder does not submit a bid for three successive **bid** openings and does not notify the Contracting Officer that future solicitations are desired, the prospective bidder's name may be removed from applicable mailing list.

L.20 Signing Bids and Certifications:

L.20.1 Each bidder must provide a full business address and telephone number of the bidder and **BE SIGNED BY THE PERSON OR PERSONS LEGALLY AUTHORIZED TO SIGN CONTRACTS.** All correspondence concerning the

bid or resulting contract will be mailed to the address shown above on the **bid** in the absence of written instructions from the bidder or Vendor to the contrary. Any **bid** submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any **bid** submitted by a corporation, followed by the signature and title of the person having authority to sign for the corporation. Upon request, a bidder shall provide to the Courts satisfactory evidence of authority of the person signing on behalf of the corporation. If an agent signs a bid, the bidder shall submit to the Contracting Officer, the agent's authority to bind the bidder. Bidder shall complete and sign all Representations and Acknowledgments, as appropriate. Failure to do so may result in the **bid** being rejected.

L.21 Errors in Bids:

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

L.22 Authorized Negotiators

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

L.23 Bid Opening

L.3.1 **Sealed bids will be received at the Bid Receiving Office until September 12, 2016 at 2:00 P.M. and that time will be publicly opened.**

L.24 Acceptance Period

L.24.1 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.

END SECTION L

SECTION M - EVALUATION FACTORS

M.1 Prospective Vendor's Responsibility

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

M.1.1.1 Financial resources adequate to perform the contract, or the ability to obtain them;

M.1.1.2 Ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;

M.1.1.3 A satisfactory record of performance;

M.1.1.4 The necessary organization, experience, accounting and operational control, and technical skills, or the ability to obtain them;

M.1.1.5 Compliance with the applicable District licensing, tax laws, and regulations;

M.1.1.6 The necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and

M.1.1.7 Other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

M.1.1.8 The Courts reserves the right to request from prospective vendor information necessary to determine the prospective vendor's responsibility. Information is to be submitted upon the request of the Courts within the time specified in the request. Failure of a bidder to comply with a request for information may subject the bidder's bid to rejection on responsibility grounds. If a prospective vendor fails to supply the requested information, the Court's Contracting Officer shall make the determination of responsibility or non-responsibility based on available information. If the available information is insufficient to make a determination of non-responsibility, the Court's Contracting Officer shall determine the bidder to be non-responsible.

END SOLICITATION