

**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
700 6TH STREET, NW, 12TH FLOOR
WASHINGTON, DC 20001

DATE ISSUED: August 14, 2024

QUESTIONS DUE DATE: August 30, 2024,
3:00 P.M. Eastern Standard Time (EST)

SOLICITATION NUMBER: DCSC-24-IFB-279

CLOSING DATE: September 16, 2024
CLOSING TIME: 3:00 P.M. EST

OFFER/BID FOR: Paper Supply

OFFER/BID FOR: 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.”

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

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All written communications regarding this solicitation should be addressed to the Contracting Officer and should be directed via **EMAIL** to Mr. Keith Belle, Contract Specialist at keith.belle@dccsystem.gov.

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

Questions and Explanation to Prospective Bidders (“Bidder(s)”):

The Courts will post all amendments and responses to Bidders questions to the DC Courts website at <https://www.dccourts.gov/about/procurement-contracts-branch> under Solicitations. Oral explanations or instructions given by the Courts Officials before the award will not be binding.

Bid/Offer Submission and Identification. (See section L. for more information)

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 Bidder is not a Regular Dealer pursuant to Clause 28 of the District of Columbia Courts General Contract Provisions.

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(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 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 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 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 bidder 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 Bidder, directly or indirectly, to any other bidder or competitor before offer

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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 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 Bidder'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 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) (1) through (a) (3) above; and

 - (iii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.

- (c) If Bidder deletes or modifies subparagraph (a) (2) above, the Bidder must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

6. TYPE OF BUSINESS ORGANIZATION

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

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: _____

Unique Entity Identifier (UEI) 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 (The Courts) is seeking a qualified Contractor to provide the paper products for the Courts in-house supply room and for the Graphics and Reproduction Office. An order will be placed against this contract award whenever the Courts have a need for any of the supplies listed in Attachment J.10 of this solicitation. The contractor shall furnish all labor and material necessary to provide the goods and services specified herein.
- B.2** The Courts intends to award a fixed price requirements contract to the responsible and responsive bidder whose bid meets the requirements within this solicitation and is the total lowest bid price.

B.3 **CONTRACT PRICE:**

The Bidders shall submit a price for the Base Year and all Option Years (“Option Years”) for the services specified in as Attachment J.10 of this solicitation and in accordance with Section C, Descriptions / Specifications / Work Statement, of this Invitation for Bids (IFB).

B.4 **PRICE SCHEDULE INSTRUCTIONS**

- B.4.1** Price Schedule, Part 1: DC Courts Paper (Attachment J.10) - The Price Schedule Part 1 - DC Courts Paper Requirements consists of a list of commonly ordered paper products. For each item on the list, the bidder must enter the base period price, extension price, and total. Provide complete Option Year pricing for all option Years.
- B.4.2** Price Schedule Part 2: Calculation of Total Evaluated Price - The Price Schedule, Part 2: Calculation of Total Evaluated Price will calculate the bidders total 5-year price for DC Courts paper requirements. Enter the totals calculated for Base and Option years.

SECTION C- DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 INTRODUCTION

The District of Columbia Courts (The Courts) is seeking a single qualified contractor to provide paper goods to meet the requirements of this Statement of Work (SOW). This SOW requires the Contractor to provide office paper made at the Contractor's retail outlets, if any shall be subject to the same discounts as otherwise extended to the Courts under this Contract.

C.2 BACKGROUND

The purpose of the DC Courts Paper Supply Contract is to provide supply paper to the Courts offices located in Washington DC and the Courts receiving warehouse in Cheverly, MD. The Courts seeks to establish a contract to promptly order and obtain any Core and Non- Core Items at a discounted rate. Office locations may be added or deleted through the term of the Contract, and the number of employees is subject to fluctuation.

C.2.1 The Courts Judiciary Square campus is comprised of six (6) buildings:

- C.2.1.1 500 Indiana Avenue N.W. (known as the Moultrie Courthouse)
- C.2.1.2 515 5th Street N.W. (known as the building A)
- C.2.1.3 510 4th Street N.W. (known as the building B)
- C.2.1.4 410 E Street N.W. (known as the building C)
- C.2.1.5 430 E Street N.W. (known as the building D)
- C.2.1.6 700 Sixth Street N.W. Office building

C.2.2 The DC Courts receiving warehouse is located at:

6217 Columbia Park Rd
Cheverly, MD 20785

C.2.3 The DC Courts receiving warehouse hours of operation are Monday through Friday from 8:00 AM to 4:30 PM. The warehouse closes each day from 12:00 PM to 1:00 PM for lunch.

C.2.4 DC Courts are closed during all federal holidays and District of Columbia holidays.

C.3 SCOPE OF WORK

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The Contractor shall provide the staff, equipment and supplies necessary to meet the requirement of this Statement of Work (SOW). This SOW requires the Contractor to provide office supplies and equipment to The Courts offices and includes, but is not limited to the following: receiving and processing orders; packaging and wrapping supply orders; transporting and delivering office supplies to the DC Courts Warehouse, producing accurate and complete billings, preparation of various report, and maintenance of records. Purchases made at Contractor's retail outlets, if any, shall be subject to the same discounts as otherwise extended to the Courts under the Contract.

C.3.1 Definition/ Acronyms:

C.3.1.1. **Business Day**- Monday through Friday between the hours of 8:00AM and 5:00PM (excluding Federal and District holidays).

C.3.1.2. **Core Items**- Items listed on the DC Courts Core Items List

C.3.1.3 **Contracting Officer**- The individual executing this Contract on behalf of the Courts. This includes, except as otherwise provided in this Contract, the authorized representative of the Contracting Officer acting within the limits of his or her authority.

C.3.1.4 **COTR**- Contracting Officer's Technical Representative; employee(s) Designated to assist in monitoring the technical performance of this Contract.

C.3.1.5 **Manufacturer's Standard**- A standard of quality established or utilized by the Manufacturer of a brand name item.

C.3.1.6 **PO**- Purchase Order; this contract may have several purchase order numbers issued. The PO numbers are assigned by The Courts Procurement and Contracts Branch to identify specific expenditures of funds allocated from the accounts of the Courts Divisions. The contractor shall ensure that the appropriate PO number(s) are identified on all orders and invoices.

C.3.1.7 **Requisition Number**- A unique number utilized by The Courts program offices when ordering Non-Core Items. The Contractors shall identify the Requisition Number (if applicable) on all orders and invoices.

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C.3.1.8 **SOW**- Statement of Work; prescribes the requirements of this Contract.

C.3.2 Order Processing:

The Contractor shall not accept any orders that have not been issued by COTR(s)
Or authorized designated personnel.

C.3.2.1 The Contractor shall have an internet based electronic ordering system that will allow the Courts authorized users to place orders on-line, track and monitor order Status, and access ordering history. The ordering system shall be configured to reflect applied discounts to Core Items and Non- Core Items.

C.3.2.2 The contractor shall administer the adding and removing of user accounts upon request from the Contracting Officer.

C.3.2.3 The Courts Requisition form may also be used to place and order when it is not practical to use the Contractor's electronic ordering system. The Courts will use on-line ordering whenever possible. However, the Contractor must accept transmission of orders by facsimile or e-mail when electronic ordering is unavailable or when items must be obtained from another source to satisfy a request.

C.3.2.4 Upon delivery of each supply order, the contractor shall provide a delivery receipt for signature by the Courts authorized receiving official, to verify the items in the order and the time and date of receipt.

C.3.2.5 All order shall be filled within two (2) business days of receipt.

C.3.2.6 All orders shall include the following information: The Courts Requisition Number; PO number; order date; product number(s); unit(s) of issue; quantity; unit price; extended price; and total price.

C.3.2.7 Emergency or Rush orders placed by 11:00AM EST are to be delivered, at no additional cost, by 4:00PM EST the date of the order, the Courts estimate emergency and/or rush orders will comprise no more than five percent (5%) of the number of total orders placed annually.

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- C.3.2.8 The Contractor shall monitor the status of orders for items on backorder and must respond to requests for information from authorized personnel or end users within one (1) business day.
- C.3.2.9 The Contractor shall monitor the status of order to a maximum of two percent (2%) of Core, and five percent (5%) of None- Core items. If a back order is necessary, the Contractor shall notify the COTR, in writing, within one (1) business day of the backorder status. The notification shall detail the PO number, Requisition Number, item(s) and quantities backordered, and revised expected delivery dates. Additionally, the Contractor shall include suggested replacement items. The Courts reserve the right to cancel back order at no additional cost.
- C.3.2.10 In the event The Courts request an item not in the Contractor's commercial catalog, the contractor shall procure the supply item at the best cost for the Courts. The contractor shall certify that the item has been acquired at the best price and, upon request from the Courts, shall furnish evidence of the purchase price from third-party vendors.

C.3.3 Supplies

The supplies covered by this Contract are listed on Attachment J.10, the Contractor's Commercial Supply catalogs, and third-party sources as required to meet the Courts requirements.

- C.3.3.1 The courts reserve the right to add or delete any item on the DC Courts Core Items List. Items added will be at the same discount. Any changes will be made by way of a modification.
- C.3.3.2 It is understood that the Contractor's overall discount applied to Non- core Items listed in its Commercial Catalogs exclude items listed on the DC Courts Core items List, which is discounted separately.
- C.3.3.3 The Contractor is required to disclose, with its bid a list of any items that are excluded from discount or are subject to a rate of discount not contained in the Contractor's Bid.
- C.3.3.4 Substitutions for requested brand name items are not allowed without prior written approval from the COTR, Contracting Officer, or designee.

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C.3.3.5 If an item requested is placed on backorder, The Courts may request use of an alternate item to fulfill the request.

C.3.4 Returns:

The Courts reserve the right to return any new item, in its original packaging and in resalable condition. The courts will issue written notification of return details (items, quantities, pick-up location) to the Contractor within thirty (30) days. The Contractor shall be responsible for picking up returned item(s) within five (5) business days of notification and shall furnish a returned receipt to The Courts authorized receiving official. In no event shall The Courts pay any restocking or handling fees. Additionally, any over shipments will be returned to the Contractor at no cost to The Courts. Thirty days shall be calculated from the date an item is received by The Courts to the date the Contractor is notified there are items to be returned.

SECTION D - PACKAGING AND MARKING

D.1. PACKAGING

D.1.1 Preservation and packaging shall be in accordance with standard commercial practice, and shall afford adequate protection against corrosion, deterioration, and damage during shipment. The Contractor's "off-the-shelf" packaging shall be acceptable provided that the exterior shipping containers are in accordance with applicable carrier rules to insure safe delivery to the final receiving activity. Each order shall be individually wrapped.

D.2 MARKING

Each order shall be marked with The Courts Division/Office name location, PO number, contact name, and office phone number. A packing slip for each order shall be attached to the outside of the container in an envelope or placed inside for each order. The packing slip shall contain appropriate information for verification of shipment by the ordering location and PO number and requisition number must be included. Where more than one package is designated for a single location, the package shall be appropriately marked, i.e., 1 of 2, 1 of 3, 1 of 4, etc.

- D.2.1** The Contractor shall arrange for optimum or most competitive shipping and/or delivery methods. All deliveries to The Courts shall be considered inside deliveries.
- D.2.2** All charges to The Courts are to be incorporated in the overall price of this Contract, including delivery and hauling charges.
- D.2.3** For all deliveries, the Contractor must obtain from the Courts receiving office the following information on the receiving form: Printed and signed name of the person receiving the supplies date and time of receipt; and phone number of the receiver.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION OF SUPPLIES

- E.1.1 Initial inspection of all supplies furnished by the Contractor shall be made at the point of receipt by The Courts personnel authorized to receive supplies and materials. The Courts will check for proper quantities, correct items, conforming packaging and marking, and any patent defect(s) or damage. Initial inspection and acceptance does not waive The Courts right to further inspect items after distribution and opening. All deliveries will be inspected within 7 business days to ensure receipt of the quantity and quality of items ordered.
- E.2 Items found to be substandard damaged, or in any way misrepresented by the Contractor, shall be picked up by the Contractor within two (2) business days following notification by the Courts. Contractors shall replace any substandard, damaged or misrepresented items within two (2) business days of notification by the COTR.
- E.3 If the Contractor fails to remove, replace, or correct rejected supplies, then The Courts may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or (3) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

SECTION F - DELIVERIES AND PERFORMANCE

F.1 Term of Contract

The term of the contract shall be for the Base Year from the date of award of the contract. The date of award shall be the date the Contracting Officer signs the contract document.

F.1.2 Option to Extend the Term of the Contract:

The 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 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 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 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 Courts to exercise this option.

F.1.3 The total duration of this contract including the exercise of any options under this clause, shall not exceed five (5) years.

F.2 Commencement of Work:

The work starting date for the Contractor shall be mutually agreed upon by the Court and the Contractor

F.3 Deliverables:

F.3.1 The Contractor shall furnish all paper orders required to meet and perform the requirements of this contract. This includes, but is not limited to all necessary customer service, administrative, clerical and delivery personnel required insuring the prompt and expeditious performance of this Contract.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 Payment/Invoices.

- G.1.1** The Courts shall 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. The due date for making invoice payments shall be in accordance with the Prompt Payment Act as amended after the designated billing office has received a proper invoice from the contractor. Payments shall be considered as being made on the day a check is dated or the date of an electronic funds transfer.
- 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 actually rendered.
- G.1.5** Once the electronic invoice has been submitted through IPP, no later than two business days from the electronic submission, the Contractor must email and/or mail to the COTR and Budget and Finance Office a copy of the electronic invoice along with all the

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required supporting documentation as stated in the contract. The COTR shall review each electronic invoice for certification of receipt of satisfactory services prior to authorization of payment. Contractors are solely responsible for reading the contract and complying accordingly. The Contracting

G.1.6 The COTR shall review each electronic invoice for certification of receipt of satisfactory services before authorization of payment.

G.2 Final Invoice

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 in order to obtain a D.C. Courts Release of Claims form. Upon receipt of the form, the Contractor must complete and submitted the District of Columbia Release of Claims (Attachment J.8) form as well as provide a copy of the final electronic invoice to the COTR.

G.3 Tax Exempt

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

G.4 Prompt Payment Act

G.4.1 The Courts will pay interest (late charge) on each electronically received 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.8 - District of Columbia Courts Release of Claims form and submit to the Contracting Officer.**

G.5 Audits:

G.5.1 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 Court and a discrepancy of overpayment is found, the Court shall be reimbursed for said overpayment within thirty (30) days after written notification.

G.6 Contracting Officer and Contracting Officer's Technical Representative (COTR).

G.6.1 Contracting Officer. The District of Columbia Superior Court Contracting Officer who has the appropriate contracting authority is the only Court official authorized to contractually bind the Court through signing contract documents. All correspondence to

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the Contracting Officer shall be forwarded to:

Darlene D. Reynolds, CPPB, GWCCM
Procurement and Contracts Branch Manager
Administrative Services Division
District of Columbia Courts
700 6th Street, N.W., 12 Floor
Washington, D.C. 20001
Telephone Number: (202) 879-2872
Email: Darlene.reynolds@dccsystem.gov

G.6.2 Contracting Officer’s Technical Representative (COTR): The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor’s performance or non-performance of the contract requirements. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract. The COTR shall be:

Rhonda Horton
Office Services Supervisor
Administrative Services Division
District of Columbia Courts
700 6th Street, N.W., 12 Floor
Washington, D.C. 20001
Telephone Number: (202) 879-4244
Email: Rhonda.horton@dccsystem.gov

G.7. Authorized Representative of the Contracting Officer

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

G.8. Payment Office

G.8.1 The Contractor shall prepare and submit invoices electronically or mail in duplicate copies to (refer to Section G.1.E):

Accounting Supervisor Financial Operations Division D.C. Superior Court 700 Sixth 12 Floor Street, N.W Washington, D.C. 20001	Rhonda Horton Facilities Manager Administrative Services Division District of Columbia Courts 700 6th Street, N.W., 12 Floor
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202-879-2813 accountingbranch@dccsystem.gov	Washington, D.C. 20001 Telephone Number: (202) 879-4244 Email: Rhonda.Horton@dccsystem.gov
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G.8.2

THE RESULTANT CONTRACTOR IS HEREBY FOREWARNED THAT ABSENT THE REQUISITE AUTHORITY OF THE COTR TO MAKE ANY SUCH CHANGES, CONTRACTOR MAY BE HELD FULLY RESPONSIBLE FOR ANY CHANGES NOT AUTHORIZED IN ADVANCE, IN WRITING, BY THE CONTRACTING OFFICER, MAY BE DENIED COMPENSATION OR OTHER RELIEF FOR ANY ADDITIONAL WORK PERFORMED THAT IS NOT SO AUTHORIZED, AND MAY BE ALSO BE REQUIRED, AT NO ADDITIONAL COST TO THE COURTS, TO TAKE ALL CORRECTIVE ACTION NECESSITATED BY REASON OF THE UNAUTHORIZED CHANGES.

SECTION H - SPECIAL CONTRACTS REQUIREMENTS

H.1 Other Contractors.

The Contractor shall not commit or permit any act which will interfere with the performance of work done by any other Courts Contractor or by any Courts employee. If another contractor is awarded a future contract for performance of the required services, the original contractor shall cooperate fully with the Courts and the new contractor in any transition activities which the Contracting Officer deems necessary during the term of the contract.

H.2 Disclosure of Information.

H.2.1 Any information made available by the District of Columbia Courts shall be used only for the purposes of carrying out the provisions of this contract and shall not be divulged nor made known in any manner to any person except as may be necessary in the performance of the contract.

H.2.2 In performance of this Contract, the Contractor agrees to assume responsibility for protection of the confidentiality of Courts records and that all work shall be performed under the supervision of the Contractor or the Contractor's responsible employees.

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

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

H.3 Suspension of Work (Mar 2010)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the

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Courts.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed-

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

H.4. Availability of Funds for the Next Fiscal Year (MAR 2010)

H.4.1. This contract shall be terminated if funds are not made available for the continuation of the contract in any fiscal year covered by the contract. The Court's obligation for performance of this contract beyond this fiscal year is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Courts for any payment may arise for performance under this contract beyond this fiscal year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

PART II

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 proposals data that they do not want disclosed to the public or used by the Courts except for use in the procurement process shall so state in their proposal.

I.3 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 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, Courts rules, procurement guidelines and regulations shall apply to the contract throughout, and they will be considered to be included in the contract the same as though herein written out in full.

I.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 Courts to support the Contractor's adherence to this section

I.7 Examination of Books and Records.

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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 Court.
to the Courts for all contractors' work and services required hereunder.

I.9 Protest.

I.9.1 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 Director of the Administrative Services Division at:

I.9.1.1 Administrative Services Division
District of Columbia Courts
700 6th Street, N.W., Suite 1223
Washington, DC 20001

I.9.2 A protest shall include the following:

I.9.2.1 Name, address and telephone number of the protester.

I.9.2.2 Solicitation or Contract Number.

I.9.2.3 Detailed statement of the legal and factual grounds for the protest, including copies of relevant documents.

I.9.2.4 Request for a ruling by the Director of the Administrative Services Division; and

I.9.2.5 Statement as to the form of relief requested.

I.10 Debriefing (MAR 2010)

I.10.1 An unsuccessful Bidder may request a debriefing by submitting a written request to the Contracting Officer at the address specified in I.11 above within (3) calendar days from the date of receipt of the notification of award.

I.11 Insurance.

I.11.1 General Requirements

The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer giving the evidence of required coverage prior to commencing work under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of that insurer(s) have been provided to and accepted by the Contracting Officer. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. 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 shall require all subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) days prior written notice in the event that a stated limit in the declaration page is reduced via endorsement or the policy is cancelled prior to the expiration date shown on the certificate. The Contractor shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

I.11.1.1 Automobile Liability Insurance

The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of the contract. The policy shall provide a \$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

I.11.1.2 Workers' Compensation Insurance

The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

I.11.1.3 Employer's Liability Insurance

The Contractor shall provide employer's liability insurance as follows: \$1 million

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per accident for injury; \$1 million per employee for disease; and \$1 million for policy disease limit.

I.11.2 Duration

The Contractor shall carry all required insurance until the contract work is accepted by the Courts and shall carry the required General Liability; and any required Employment Practices Liability Insurance for five (5) years following final acceptance of the work performed under this contract.

I.11.3 Liability

These are the required minimum insurance limits required by the Courts. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS WILL IN NO WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**

I.11.4 Measure of Payment

The Courts shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

I.11.5 Notification

The Contractor shall immediately provide the Contracting Officer with written notice in the event its insurance has or will be substantially changed, cancelled or not renewed, and provide an updated Certificate of Insurance to the Contracting Officer.

I.11.6 Certificates of Insurance

The Contractor shall submit Certificates of Insurance giving evidence of the required insurance coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Keith Belle
Contract Specialist
700 6th Street, N.W., 12 Floor
Washington, DC 20001
Phone: (202) 879-5515
Keith.Belle@dccsystem.gov

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I.11.7 Disclosure of Information

The Contractor agrees that the Courts may disclose the name and contact information of its insurers to any third party which presents a claim against the Courts for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

I.12 Cancellation Ceiling

In the event of cancellation of the contract because of no appropriation for any fiscal year after this fiscal, 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 District of Columbia Courts Release of Claims**
- J.9 Past Performance Evaluation Form**
- J.10 Price Schedule**

PART IV

REPRESENTATIONS AND INSTRUCTIONS

**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS
OF BIDDERS**

K.1 Certification Regarding a Drug-Free Workplace.

K.1.1 Definitions. As used in this provision:

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

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

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

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

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

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

K.1.2 By submission of its offer, the bidder, 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 bidder 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

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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

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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 bidder, if an individual who is making an offer of any dollar value, certifies and agrees that the bidder 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 bidder to provide the certification required by paragraphs K.1.2 or K.1.3 of this provision, renders the bidder 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 BIDDERS

L.1 Bid Submission and Identification

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

L.1.2 Bids/Offeres shall be submitted **BY EMAIL** (electronic version PDF format). The Bidders shall conspicuously mark on the cover of the proposal package the name and address of the Bidder and the following:

Solicitation Number: DCSC-24-IFB-279

Caption: "DC Courts Paper Supply"

Proposal Due Date & Time: September 16, 2024, No later than 3:00 P.M

L.1.3 Confidentiality of Submitted Information

L.1.3.1 Bidders who include in their bids/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 proposal document with the following legend:

L.1.3.1.1 *"This offer/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 proposal 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 proposal"*.

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

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in this proposal package if it is obtained from another source.

L.2 Bid Submission

L.2.1 The Bids shall be submitted **BY EMAIL** to Mr. Keith Belle, Contract Specialist at keith.belle@dccsystem.gov no later than 3:00 p.m. on **September 16, 2024**.

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 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 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 bidder can furnish evidence from the postal authorities of timely mailing.

L.3.3 A late bid/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 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.

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L.4 Questions.

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

Keith Belle, Contract Specialist
Procurement and Contracts Branch
Administrative Services Division
District of Columbia Courts
700 6th Street, N.W., 12th Floor
Washington, D.C. 20001
Keith.belle@dccsystem.gov
Telephone: 202-879-5515

L.4.2 For further information on submission of questions, please refer to section L.5 of this IFB.

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 30, 2024 at 3:00 p.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 Courts reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the Courts.

L.7.2 The Courts intend to award a single contract resulting from this solicitation to the

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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 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 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 Bidders shall complete and return with their price bid, Page 1 of the IFB/Solicitation, Offer and Award for Supplies and Services; any Amendment(s); Section K; Attachment J.3- Ethics in Public Contracting; J.4- Non-Discrimination; J.5- Certification of Eligibility; J.6- Tax Certification Affidavit; J.9- Past Performance Evaluation Form(s); J.10- Bidder's Price Schedule.

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

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 Courts, and therefore will not be returned to the bidders. 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 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 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.

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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 no effect whatsoever.

L.13 Examination of Solicitation.

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

L.14 Acknowledgment of Amendments.

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

L.15 Right to Reject Offers.

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

L.16 Offer 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 Contractor's Responsibilities.

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

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

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L.18 This is a Firm Fixed Price Contract.

L.19 Failure to Respond to Solicitation.

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

L.20 Signing Offers and Certifications.

L.20.1 Each offer 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 offer or resulting contract will be mailed to the address shown above on the offer in the absence of written instructions from the bidder 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, a Bidder shall provide to the Courts satisfactory evidence of authority of the person signing on behalf of the corporation. If an agent signs an offer, 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 offer being rejected.

L.21 Errors in Offers.

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.23 Acceptance Period.

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

PART V

SECTION M – EVALUATION FACTORS & GENERAL STANDARDS OF RESPONSIBILITY

M.1 In order to receive an award under this solicitation, the Court’s Contracting Officer must determine that the prospective Contractor has the capability in all respects to perform fully the contract requirements. To be deemed responsible, a prospective contractor must establish that it has:

- a) Adequate financial resources to perform the contract, or the ability to obtain them.
- b) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- c) A satisfactory performance records.
- d) A satisfactory record of integrity and business ethics.
- e) the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors.
- f) The necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and
- g) Be otherwise qualified and eligible to receive an award under applicable laws and regulations (see also inverted domestic corporation prohibition).

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

M.1.3 The Courts intend to make one (1) contract award from this solicitation to the Bidder who submits the lowest evaluated bid that is responsive and responsible. To this end, the Courts will evaluate bids as submitted in the Bidder’s Price Schedule (Attachment J.10), consistent with the price-related evaluation factors identified in this IFB.