

**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 6<sup>TH</sup> STREET, NW, 12<sup>TH</sup> FLOOR  
WASHINGTON, DC 20001

**DATE ISSUED:** August 14, 2024

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

**OPEN DATE:** August 14, 2024

**CLOSING DATE:** September 16, 2024

**CLOSING TIME:** 3:00 P.M. EST

**SOLICITATION NUMBER:** DCSC-24-IFB-281

**OFFER/BID FOR:** Office Supplies

**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.	
<p style="text-align: center;"><b>OFFEROR</b></p> <p>Name:</p> <p>Street:</p> <p>City, State:</p> <p>Zip Code:</p> <p>Area Code &amp; Telephone Number:</p>	Name and title of Person Authorized to Sign Offer: (Type or Print)
	Signature _____ Date: _____  (Seal)
	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 at the mailing address listed on page 1. All communications should be directed by email to: **Keith Belle at (Keith.Belle@dccsystem.gov).**

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

**REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS**

**1. ACKNOWLEDGMENT OF AMENDMENTS**

The offeror acknowledges receipt of Addenda to the solicitation and related documents numbered and dated as follows:

<b>AMENDMENT NO.</b>	<b>DATE</b>	<b>AMENDMENT NO.</b>	<b>DATE</b>

**NOTE:** Offeror may acknowledge addendum here or on addendum or both.

**2. WALSH-HEALY ACT**

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

(a) Regular Dealer

- ( ) The Offeror is a Regular Dealer pursuant to Clause 28 of the District of Columbia Courts General Contract Provisions.
- ( ) The Offeror is not a Regular Dealer pursuant to Clause 28 of the District of Columbia Courts General Contract Provisions.

(b) Manufacturer

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

Columbia Courts General Contract Provisions.

**3. BUY AMERICAN CERTIFICATION**

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

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EXCLUDED END PRODUCTS	COUNTRY OR ORIGIN
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**4. OFFICERS NOT TO BENEFIT CERTIFICATION**

Each Offeror shall check one of the following:

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

**5. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

- (a) Each signature on the offer is considered to be a certification by the signatory that:
  - (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offer;
  - (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other offeror or competitor before offer opening unless otherwise required by law; and
  - (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
  
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory;
  - (1) Is the person in the Offeror’s organization responsible for determining the prices being offered in this offer, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above;

or

- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above: \_\_\_\_\_  
(insert full name or person(s) in the organization responsible for determining the prices offered in this offer and the title of his or her position in the Offeror's organization);
- (ii) As an authorized agent, does certify that the principals named in subdivision (b) (2) (1) above have not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above; and
- (iii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.
- (c) If Offeror deletes or modifies subparagraph (a) (2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

#### **4. TYPE OF BUSINESS ORGANIZATION**

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

**5. PAYMENT IDENTIFICATION NO.**

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

Please list below applicable vendor information:

Federal Tax Identification Number: \_\_\_\_\_

Or

Social Security Number: \_\_\_\_\_

Dun and Bradstreet Number: \_\_\_\_\_

Unique Entity Identifier (UEI): \_\_\_\_\_

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 are seeking a qualified Contractor to provide office supplies listed on attachment J.10 Price Schedule - Core and Non- Core Office Supplies.  
An order will be placed against this contract award whenever the Courts have a need for any of the supplies listed under Core items. The contractor shall furnish all labor and material necessary to provide the goods and service specified herein.

B.2 The Courts intends to award a fixed price indefinite-delivery indefinite-quantity contract to the single responsive, responsible Contractor bidding the best value to the Courts. .

B.3 The bidder shall submit a price for the Base Year and all Option Years for the goods specified in Attachment J.10 of this solicitation and in accordance with Section C, Description/Specification/Work Statement, of this Invitation for Bids (IFB).

#### B.4 **PRICE SCHEDULE INSTRUCTIONS**

The Price Schedule consists of four parts. Bidders are to complete all four parts of the price schedule. Incomplete price schedules will not be evaluated or considered for award.

##### B.4.1 Price Schedule Part 1-D.C. Courts Core Items List (Attachment J.10.)

The Price Schedule Part 1- D.C. Courts Core items List consists of a list of 127 commonly ordered items. For each item on the list, the bidder must enter the base period price, extension price, and total.

##### B.4.2 Price Schedule Part 2- Calculation of Total 5- Year D.C. Courts Core Items Price

The Price Schedule Part 2- Calculation of Total 5- Year D.C Courts Core Items Price will calculate the bidder's total 5-year price for D.C Courts Core Items. The Base Period amount is equal to the price calculated in Price Schedule Part 1. Option Years 1-4 are calculated by application of an escalation factor to the previous year's price. Enter the previous year's price, enter the escalation factor, and enter the product of those numbers. Enter the total of all five years on Line 25.

##### B.4.3 Price Schedule Part 3- Discount on Non-Core Items

The Price Schedule Part 3- Discount on Non-Core Items will determine the bidder's discount off of the bidder's published catalog prices. Enter the discount offered for each contract year. Apply the discount percentage to the estimate purchase to determine the estimated price for each year. Compute the Total 5-Year Non-Core Items Price by summing the yearly prices. Any exceptions to the discount must be disclosed.

##### B.4.4 Price Schedule Part 4- Total Evaluated Price

The Price Schedule Part 4- Total Evaluated Price will be the price used in the evaluation of this bid. Enter the Total 5- Year DC Courts Core Items Price and the Total 5-Year Non- Core Items Price. Sum the Total 5-Year DC Courts Core Items Price and the Total 5-Year Non-Core Items Price to arrive at the Total Evaluated Price.

## **SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

### **C.1 INTRODUCTION**

The District of Columbia Courts (the Courts) is seeking a single qualified contractor to provide the staff, equipment, and supplies necessary to meet the requirements of this statement of work (SOW). This SOW requires the Contractor to provide office supplies and equipment to the Courts offices, but is not limited to the following: receiving and processing orders; packing and wrapping supply orders; transporting and delivering office supplies to The Courts designated receiving location(s); producing accurate and complete billing; preparation of various reports, and maintenance of records. Purchases 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. In addition, the Contractor shall keep abreast of the latest technologies applicable to the methods of procuring office supplies and materials and to make recommendations to The Courts for improvement.

### **C.2 BACKGROUND/GENERAL**

The purpose of the subject Contract is to provide office supply goods to the District of Columbia Courts (The Courts) offices located in Washington, D.C. and the Courts receiving warehouse in Cheverly, MD. The Courts currently employ approximately 100 Associate and Senior Judges, 25 Magistrate Judges, and 1,200 employees. In order to support day to day operations, the Courts maintain an in-house office supply store where each of the Core Items is readily available to Court employees. Additionally, The Courts seek to establish a vehicle within this contract to promptly order and obtain any Non-Core Items at a discounted rate. Office location may be added or deleted through the term of the Contract, and the number of employees is subject to fluctuate.

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 5<sup>th</sup> St. N.W. (Known as the Building A)
- C.2.1.3 510 4<sup>th</sup> St. N.W. (Known as the Building B)
- C.2.1.4 410 E St. N.W. (Known as the Building C)
- C.2.1.5 430 E St. N.W. (Known as the Building D)
- C.2.1.6 700 6<sup>th</sup> St. N.W (Known as the Gallery Place Building)

C.2.2 The DC Courts receiving warehouse:

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 4:30PM. The warehouse closes each day from 12:00PM to 1:00PM for lunch.

C.2.4. D.C. Courts are closed during all federal Holidays and District of Columbia Holidays.

### C.3 **SCOPE OF WORK**

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



## **PART 2**

### **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**

**D.2.1** 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. When more than one package is designated for a single location, the packages shall be appropriately marked, i.e. 1 of 2, 1 of 3 1 of 4, etc.

**D.2.2.** 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.2.3** All charges to the Courts are to be incorporated in the overall price of this Contract, including delivery and handling charges.

**D.2.4** 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 SERVICES**

- (a) "Supplies," as used in this clause, includes, but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.
- (b) The Contractor shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notification of rejection. Upon the Contractor's failure to cure within ten (10) days after date of notification, the Court may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense.
- (c) The Contractor shall provide and maintain an inspection system acceptable to the Court covering supplies under this contract and shall tender to the Court for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Court during contract performance and for as long afterwards as the contract requires. The Court may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under this contract.
- (d) The Court has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Court will perform inspections and tests in a manner that will not unduly delay the work. The Court assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in the contract.
- (e) If the Court performs inspection or test on the premises of the Contractor or subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities, and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Court will bear the expense of Court inspections or tests made at other than Contractor's or subcontractor's premises, provided, that in case of rejection, the Court will not be liable for any reduction in the value of inspection or test samples.
  - (1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.
  - (2) Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.
- (f) The Court has the right either to reject or to require correction of nonconforming

supplies. Supplies are nonconforming when they are defective in material or workmanship or otherwise not in conformity with contract requirements. The Court may reject nonconforming supplies with or without disposition instructions.

- (g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and when required, shall disclose the corrective action taken.
- (h) If the Contractor fails to remove, replace, or correct rejected supplies that are required to be replaced or corrected within ten (10) days, the Court may either (1) by contract or otherwise, remove, replace or correct the supplies and charge the cost to the Contractor or (2) 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.
- (i) If this contract provides for the performance of Court quality assurance at source, and if requested by the Court, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract, and (ii) when the supplies will be ready for Court inspection.
- (j) The Court request shall specify the period and method of the advance notification and the Court representative to whom it shall be furnished. Requests shall not require more than two business days of advance notification if the Court representative is in residence in the Contractor's plant, nor more than seven business days in other instances.
- (k) The Court will accept or reject supplies as promptly as practicable after delivery, unless Otherwise provided in the contract. Court failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability upon the Court, for non-conforming supplies.
- (l) Inspections and tests by the Court do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.
- (m) If acceptance is not conclusive for any of the reasons in subparagraph (l) hereof, the Court, in addition to any other rights and remedies provided by law, or under provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or noncompliance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the

original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Court will have the right to return the rejected materials at Contractor's risk and expense or contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Court thereby.

## **SECTION F - DELIVERIES AND PERFORMANCE**

### **F.1 Term of Contract:**

F.1.1 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.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 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 (5) years.

### **F.3 Deliverables:**

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

## SECTION G -CONTRACT ADMINISTRATION DATA

### G.1 Payment/Invoices.

- A. The Contractor shall 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.
- B. 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>.
- C. 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](mailto:IPPCustomerSupport@discal.treasury.gov) or by phone (866) 973-3131.
- D. Payment request means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, at a minimum, the Contractors' electronic invoice shall include the following information:
  - 1. Name and address of the Contractor,
  - 2. The purchase order number,
  - 3. Invoice date,
  - 4. Invoice number,
  - 5. Name of the Contracting Officer Technical Representative (COTR),
  - 6. COTR email address, and
  - 7. Description, quality, unit of measure, and extended price of the services or supplies rendered.
- E. 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 a copy of the electronic invoice along with all the required supporting documentation as stated in the contract. The Contracting Officer's Technical Representative (COTR) shall review each electronic invoice for certification of receipt of satisfactory services prior to authorization of payment.

F. **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 Release of Claims form as well as provide a copy of the final electronic invoice to the COTR.

G. **Tax Exempt**

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

H. **Prompt Payment Act**

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.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.3 **Audits:**

G.3.1 At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor's invoices or vouchers and statements of costs audited. Any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the Court and a discrepancy of overpayment is found, the Court shall be reimbursed for said overpayment within thirty (30) days after written notification.

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

G.4.1 **Contracting Officer.** The District of Columbia Superior Court Contracting Officer who has the appropriate contracting authority is the only Court official authorized to contractually bind the Court through signing contract documents. All correspondence to 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](mailto:Darlene.reynolds@dccsystem.gov)

- G.5.2 **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:

NAME: Rhonda Horton  
TITLE: Quality Assurance Specialist  
DIVISION: Administrative Services  
ADDRESS: 700 6<sup>th</sup> Street NW, 12th Floor  
Telephone Number: 202-879-4244

- G.6 **Authorized Representative of the Contracting Officer.**

- G.6.1 The COTR will have the responsibility of ensuring that the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in this contract. It is understood and agreed that the COTR shall not have authority to make changes in the scope or terms and conditions of the contract.

- G.6.2 **THE RESULTANT CONTRACTOR IS HEREBY FOREWARNED THAT ABSENT THE REQUISITE AUTHORITY OF THE COTR TO MAKE ANY SUCH CHANGES, CONTRACTOR MAY BE HELD FULLY RESPONSIBLE FOR ANY CHANGES NOT AUTHORIZED IN ADVANCE, IN WRITING, BY THE CONTRACTING OFFICER, MAY BE DENIED COMPENSATION OR OTHER RELIEF FOR ANY ADDITIONAL WORK PERFORMED THAT IS NOT SO AUTHORIZED, AND MAY BE ALSO BE REQUIRED, AT NO ADDITIONAL COST TO THE 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 officer 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.2.5 Availability of Funds for the Next Fiscal Year (MAR 2010)**

H.2.5.1 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.

**H.2.6 Prompt Payment Act**

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.

## **PART II**

### **SECTION I - CONTRACT CLAUSES**

#### **I.1 Applicability of General Provisions Applicable to the DC Courts Contracts.**

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

#### **I.2 Restriction on Disclosure and Use of Data.**

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

#### **I.3 Ethics in Public Contracting.**

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

#### **I.4 Disputes.**

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

#### **I.5 Laws and Regulations.**

All applicable laws, 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 DC 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.**

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.

**I.10 Protest.**

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

I.10.1.1 Administrative Services Division  
District of Columbia Courts  
700 6th Street, N.W., Suite 1223  
Washington, DC 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 (MAR 2010)**

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.11 above within (3) calendar days from the date of receipt of the notification of award.

**I.12 Insurance**

**I.12.1 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.12.1.1 **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.12.1.2 **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.12.1.3 **Employer's Liability Insurance**

The Contractor shall provide employer's liability insurance as follows: \$1 million per accident for injury; \$1 million per employee for disease; and \$1 million for policy disease limit.

I.12.2 **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.12.3 **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.12.4 **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.12.5 **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.12.6 **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 NW  
Suite 1245  
Washington, DC 20001  
Phone: (202) 879-5515  
[Keith.Belle@dccsystem.gov](mailto:Keith.Belle@dccsystem.gov)

I.12.7 **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.13 **Cancellation Ceiling**

In the event of cancellation of the contract because of non-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.

I.14 **CONTINUITY OF SERVICES (MAR 2010)**

(a) The Contractor recognizes that the services under this contract are vital to the Courts and must be continued without interruption and that, upon contract expiration, a successor, either the Courts or another contractor, may continue them. The Contractor agrees to-

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency. (c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

I.16 **Time**

Time, if stated in number of days, will include Saturdays, Sundays, & holidays, unless otherwise stated herein.

## **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 OFFERORS

- K.1 **Certification Regarding a Drug-Free Workplace.**
- K.1.1 Definitions. As used in this provision:
- K.1.1.1 "Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C.) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.
- K.1.1.2 "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
- K.1.1.3 "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.
- K.1.1.4 "Drug-free workplace" means the site (s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
- K.1.1.5 "Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct costs employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.
- K.1.1.6 "Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.
- K.1.2 By submission of its offer, the offeror, if other than an individual who is making an offer that equals or exceeds \$25,000.00, certifies and agrees, that with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will - no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration, or as soon as possible for contract of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed.
- K.1.2.1 Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

- K.1.2.2 Establish an ongoing drug-free awareness program to inform such employees about -
- (i) The dangers of drug abuse in the workplace.
  - (ii) The Contractor's policy of maintaining a drug-free workplace.
  - (iii) Any available drug counseling, rehabilitation, and employee assistance program; and
  - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- K.1.2.3 Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph K.1.2.1 of this provision.
- K.1.2.4 Notify such employees in writing in the statement required by subparagraph K.1.2.1 of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will
- (i) Abide by the terms of the statement; and
  - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction.
- K.1.2.5 Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision K.1.2.4 (ii) of this clause, from an employee or otherwise receiving actual notice of such conviction.
- K.1.2.6 The notice shall include the position title of the employee; and
- K.1.2.7 Within 30 calendar days after receiving notice under subdivision K.1.2.4 (ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
- (i) Take appropriate personnel action against such employee, up to and including termination; or
  - (ii) Require such employee to satisfactorily participate in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- K.1.2.8 Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs K.1.2.1 through K.1.2.6 of this provision.

K.1.3 By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

K.1.4 Failure of the offeror to provide the certification required by paragraphs K.1.2 or K.1.3 of this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19-602-1(a)(2) (i) and (ii).

K.1.5 In addition to other remedies available to the Government, the certification in paragraphs K.1.2 or K.1.3 of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

K.1.6 **CERTIFICATION REGARDING A DRUG-FREE WORKPLACE**

\_\_\_\_\_  
Print Name of Authorized  
Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Authorized  
Representative

## PART V

### REPRESENTATIONS AND INSTRUCTIONS

#### SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

##### L.1 **Bid Submission and Identification**

**L.1.1** Proposals shall be submitted **BY EMAIL** to Keith Belle, Contract Specialist at [Keith.Belle@dccsystem.gov](mailto:Keith.Belle@dccsystem.gov) no later than 3:00 p.m. EST, on

L.1.2 The offeror's "Subject" email shall indicate: bid submission in response to Solicitation No. ***DCSC-24-IFB-281***  
Caption: *DC Courts Office supply Core & Non- items*  
Proposal Due: *Date & Time September 16, 2024 No later than 3:00P.M*

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

L.1.3.1 Offerors who include in their proposals 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 offeror is making subject to this restriction announced on the title page must be noted on the individual pages which contain it. The offeror 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 IFB".*

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 offeror, use, without restriction, information contained in this IFB package if it is obtained from another source.

##### L.2 **BID PRICE**

- L.2.1 The bid price must be submitted using the attached Price Schedule- Core and Non-Core Office Supplies spreadsheet (Attachment J.10) format provided in this solicitation. 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 items/ services and delivery.
- L.3 **Bidders Submission Date and Time, Late Submission, Modifications and Withdrawals.**
- L.3.1 **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.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 offers;
- 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 bid 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 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 offeror can furnish evidence from the postal authorities of timely mailing.
- L.3.3 A late bid, 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 bid 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 bid, late modification or late withdrawal of offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.
- L.4 **Questions.**
- L.4.1 Questions concerning this Invitation for Bid must be directed by **e-mail** to:

Attn: Keith Belle, Contract Specialist,  
Procurement and Contracts Branch  
Administrative Services Division  
District of Columbia Courts  
700 6th Street, N.W., Suite 1245  
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 Offerors.**

L.5.1 **Any prospective offeror desiring an explanation or interpretation of this solicitation must request it by email no later than **August 30 , 2024**, by **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 offeror concerning a solicitation will be furnished promptly to all other prospective offerors 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 offerors. Oral explanations or instructions given before the award of the contract will not be binding.**

**L.6. Cancellation of Award.**

L.6.1 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.7. Official Offer.**

L.7.1 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.8. Certifications, Affidavits, and Other Submissions.**

L.8.1 Offerors shall complete and return with their bids the Representations and Certifications (Attachment J.2 - Anti-Collusion Statement, Attachment J.3 – Ethics in Public Contracting, Attachment J.4 - Non-Discrimination, J.5 - Certification of Eligibility, J.6 - Tax Certification Affidavit and J.7 - Certification of a Drug-Free Workplace, Attachment J. 9 - Past Performance Form)J.10 Price Schedule.

**L.9 Retention of Bids.**

L.9.1 All documents shall be the property of the District of Columbia Courts and retained by

the Courts, and therefore will not be returned to the offerors. One (1) copy of each proposal 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 bids 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.10. Public Disclosure under FOIA.**

L.10.1 Trade secrets or proprietary information submitted by an offeror in connection with procurement shall not be subject to public disclosure under the District of Columbia Freedom of Information Act (FOIA). This Act is not applicable to the Court. However, the offeror must invoke the protection of this section prior to or upon submission of the data or other materials; must identify the specific area or scope of data or other materials to be protected; and state the reasons why protection is necessary. A blanket proscription that the offeror's entire bid is proprietary will have no effect whatsoever.

**L.11. Examination of Solicitation.**

L.11.1 Offerors are expected to examine the Statement of Work and all instructions and attachments in this solicitation. Failure to do so will be at the offeror's risk.

**L.12 Acknowledgment of Amendments.**

L.12.1 Offerors shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) identifying the amendment number and date in the bid; or (c) letter. The District of Columbia Courts must receive the acknowledgment by the date and time specified for receipt of offers. Offeror's failure to acknowledge an amendment may result in rejection of the bid.

**L.13. Right to Reject Bid.**

L.13.1 The Courts reserve the right to reject, in whole or in part, any and all bid received as the result of this Bid.

**L.14 Bid Preparation Costs.**

L.14.1 Each offeror shall bear all costs it incurs in providing responses to this Bid and for providing any additional information required by the Courts to facilitate the evaluation process. The successful bid shall also bear all costs incurred in conjunction with contract development and negotiation.

**L.15 Prime Contractor's Responsibilities.**

L.15.1 Each bidder may propose services that are provided by others, but any service(s) proposed must meet all of the requirements of this Bid.

L.15.2 If the offeror's bid includes services provided by others, the offeror will be required to act as the prime Contractor for all such items and must assume full responsibility for the

procurement, delivery, and quality of such services. The Contractor will be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of this IFB.

L.16           **Contract Type**

L.16.1       **This is a fixed price requirements contract.**

L.17           **Failure to Respond to Solicitation.**

L.17.1       In the event that a prospective offeror does not submit an offer in response to the solicitation, the prospective offeror 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 an offer 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.18           **Signing Offers and Certifications.**

L.18.1       Each offer must provide a full business address and telephone number of the offeror and **BE SIGNED BY THE PERSON OR PERSONS LEGALLY AUTHORIZED TO SIGN CONTRACTS.** All correspondence concerning the offer or resulting contract will be mailed to the address shown above on the offer in the absence of written instructions from the offeror or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any offer submitted by a corporation must include the signature and title of the person having authority to sign for the corporation. Upon request, an offeror shall provide to the 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 offeror. Bidder's shall complete and sign all Representations and Acknowledgments, as appropriate. Failure to do so may result in the offer being rejected.

L.19           **Errors in Bids.**

L.19.1       Offerors shall fully inform themselves as to all information and requirements contained in the solicitation. Failure to do so will be at the offeror's risk. In the event of a discrepancy between the unit price and the extended price, the unit price shall govern.

L.20           **Authorized Negotiators.**

L.20.1       The bidder shall include in its bid a statement indicating those persons authorized to negotiate on the offeror's behalf with the District of Columbia Courts in connection with this invitation for bid: (list names, titles, and telephone numbers of the authorized negotiators). Offerors are expected to examine the Statement of Work and all instructions and attachments in this solicitation. Failure to do so will be at the offeror's risk.



**L.21. Acceptance Period.**

The bidder agrees to keep its offer open for one hundred twenty (120) days from the date specified in this solicitation for the submission of bid, or if it is a Final bid Revision (FBR) is accepted within one hundred twenty (120) days from the date specified for submission thereof to furnish services at the price stated in the offer, delivered or performed at the designated place within the time specified in this solicitation.

**PART V**

**SECTION M – EVALUATION FACTORS & GENERAL STANDARDS OF RESPONSIBILITY**

- M.1.1 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 respect to perform fully the contract requirement. To be deemed responsible, a prospective contractor must establish that it has:
- a. Financial resources adequate to perform the contract, or the ability to obtain them.
  - b. Ability to comply with the required or proposed delivery or performance schedule, taking into consideration existing commercial and governmental business commitments.
  - c. A satisfactory record of performance.
  - d. The necessary organization, experience, accounting and operational control, and technical skills, or the ability to obtain them.
  - e. Compliance with the applicable District Licensing, tax laws, and regulations.
  - f. The necessary production, construction, and technical equipment and facilities, or the ability to obtain them.
  - g. Other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- 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 an offeror to comply with a request for information may subject the offeror'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 nonresponsibility based on available information. If the available information is insufficient to make a determination of nonresponsibility, the Court’s Contracting Officer shall determine the offeror 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.12), consistent with the price-related evaluation factors identified in this IFB.