

**DISTRICT OF COLUMBIA COURTS
REQUEST FOR PROPOSAL
FOR SUPPLIES, OR SERVICES**

ISSUED BY: DISTRICT OF COLUMBIA COURTS
ADMINISTRATIVE SERVICES DIVISION
PROCUREMENT AND CONTRACTS BRANCH
616 H STREET, N.W. ROOM 622
WASHINGTON, D.C. 20001

DATE ISSUED: 8/29/2024

RFP NUMBER: DCSC-24-FSS-290

**OPENING DATE: 09/12/2024
OPENING TIME: 2:00PM**

Description: Graphics and Reproduction Technology

MARKET TYPE: GSA

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

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;">OFFEROR</p> <p>Name:</p> <p>Street:</p> <p>City, State:</p> <p>Zip Code:</p> <p>Area Code & Telephone Number:</p>	<p>Name and title of Person Authorized to Sign Offer: (Type or Print)</p>				
	<table border="1" style="width: 100%;"> <tr> <td style="width: 70%;">Signature</td> <td style="width: 30%;">Date:</td> </tr> <tr> <td style="text-align: center;">(Seal)</td> <td></td> </tr> </table>	Signature	Date:	(Seal)	
	Signature	Date:			
(Seal)					
<p>Impress Corporate Seal</p> <p>Corporate (Secretary) _____ (Seal) (Attest)</p>					

All written communications regarding this solicitation should be addressed to the Contracting Officer and directed by email to Darryl Allen, Contract Specialist at Darryl.Allen@dccsystem.gov no later than 10AM on September 4, 2024.

This solicitation is a GSA procurement.

REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS

1. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

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

2. WALSH-HEALY ACT

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

(a) Regular Dealer

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

(b) Manufacturer

- The Offeror is a Manufacturer pursuant to **Clause 28 of the District of Columbia Courts General Contract Provisions.**
- The Offeror is not a Manufacturer pursuant to **Clause 28 of the District of Columbia Courts General Contract Provisions.**
- The Offeror is not a Manufacturer pursuant to Clause 30 of the District of Columbia Standard Contract Provisions for use with District of Columbia

Government Supply and Services Contracts.

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 29 of the District of Columbia Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, “Buy American Act”), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

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

Each Offeror shall check one of the following:

- ___ (a) No person listed in Clause 16 of the District of Columbia Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts will benefit from this contract.

- ___ (b) The following person(s) listed in Clause 16 District of Columbia Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts may benefit from this contract. For each person listed, attach the affidavit required by Clause 16 of the District of Columbia Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts.

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 a 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 a 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 principles in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above:
- (insert full name or person(s) in the organization responsible for determining the prices offered in this 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) (i) through (a) (3) above; and
- (iii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.
- (c) If Offeror deleted or modifies sub-paragraph (a) (2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

6. TYPE OF BUSINESS ORGANIZATION

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

7. PAYMENT IDENTIFICATION NO.

The District of Columbia Courts utilizes an automated vendor database. The system is the Data-Universal-Numbering-System (D-U-N-S) which is a numbering system designed and maintained by the Dun & Bradstreet Corporation. All firms are required to submit their D-U-N-S number as part of their offers. To determine if you have a valid D-U-N-S number, please contact the closest Dun & Bradstreet Office. If a number has not been previously assigned to your firm, you must get one assigned. There is no charge to have a number assigned nor does Dun & Bradstreet require you to provide credit rating information in order to receive a D-U-N-S number.

Individuals must submit their social security number(s) since D-U-N-S numbers are not assigned to individuals.

Please list below applicable vendor information:

D-U-N-S Number: _____

Or

Social Security Number: _____

Federal Tax Identification Number: _____

Legal Name of Entity Assigned this Number: _____

Street Address and/or Mailing Address: _____

City, State, and Zip Code: _____

Type of Business: _____

Telephone Number: _____

PAYMENTS UNDER TERMS OF ANY CONTRACT RESULTING FROM THIS SOLICITATION WILL BE HELD IN ABEYANCE PENDING RECEIPT OF A VALID D-U-N-S NUMBER, SOCIAL SECURITY NUMBER, or FEDERAL TAX IDENTIFICATION NUMBER.

PART I

SECTION B - SUPPLIES OR SERVICES AND PRICE/COST

B.1 The District of Columbia Courts is seeking a qualified Contractor to provide various Graphics and Reproduction technology copiers/printers. Contractor shall provide Xerox brand name or equal technology of equal or greater speed capacity to the Courts to be utilized throughout the DC Courts Graphics and Reproduction Branch of the DC Courts for a three (3) year base lease period.
The Courts intend to award a firm-fixed-price contract as a result of this solicitation to the responsible and responsive offeror whose offer meets all the requirements set forth in this solicitation and is most advantageous to the DC Courts.

B.2 The offeror shall submit a price for each lease equipment as specified below in Section B.3 and in accordance with Section C, Scope of Services.

B.2.1 At a minimum, all copiers/printers must have total combine allowance of three hundred thousand (200K) copies per month (100K–B/W; 100K-Color) excluding overage copies.

B.3 Price Schedule

B.3.1 Office Equipment / Lease Three (3) Years Base Period

Current Brand	Current Model	Min. Required Speed	Qty.	Proposed Brand	Proposed Model	Speed	Unit Cost	Total 36 Months Cost
Xerox	B9125 Printer	125cpm	1				\$	\$
Xerox	PrimeLink B9136	136cpm	1				\$	\$
Xerox	FFSRVR136 – Free Flow Print Server		1				\$	\$
Xerox	IFFMKR – Make Ready		1				\$	\$
Xerox	Iridessee Production Press	100cpm	2				\$	\$
Xerox	FFPS100I2 – Free Flow Print Server		2				\$	\$
Copy Overage Cost							\$	
Total\$								

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK

The District of Columbia Courts (the Courts) are seeking a qualified Contractor to provide various Graphics and Reproduction technology copiers/printers. Contractor shall provide Xerox brand name or equal copiers/printers of equal or greater speed capacity to the Courts current copiers/printers to be utilized throughout the DC Courts Graphics and Reproduction Branch for a three (3) years base lease period.

(Iridessee Production Press IR1000 + PrimeLink Production Press B9136) - All production equipment must perform a minimum of the following features:

- * collate
- * email
- * sort
- * staple
- * print
- * copy
- * scan
- * GBC book-bind
- * multiple side copy
- * security feature
- * network
- * built-in overwrite software
- * Booklet with bi-fold and square fold
- * Preferred 3sided cut
- * GBC's hole punching
- * Ability to collate tabs
- * Ability to print Metallic Ink specifically silver and gold
- * Ability to handle heavy weight paper, ex: 300gsm – 400gsm
- * Free-Flow and Workflow software included
- * Crease and trimming of booklets
- * Tab Collation

PrimeLink Production Press B9125 Powered by Fiery – Printer must perform a minimum of the following features:

- Collate
- Email
- Sort
- Staple
- Print
- Copy
- Fax
- GBC punching
- Multiple side copy

- Security feature
- Network
- Built-in overwrite software
- Booklet maker with bi-fold
- Square fold and trimming booklets
- Crease and trimming of booklets
- Tab collation
- Odyssey Batch Noticing
- Freeflow Pre-Composition and workflow software
- Heavy Paper Weights (300+ gsm)

- C.1.1 At a minimum, all copiers must have a total combine allowance of two (200K) hundred thousand (200K) copies per month (100K – B/W; 100K – Color) excluding overage copies.
- C.2 The price provided in B.3 (Price Schedule) shall include Maintenance and Support services (Monday thru Friday, 9AM – 5PM with an (1) one-hour acknowledge service response and a (4) four-hour repair service time). This includes supplies such as toner, drum cartridges, and staples. Maintenance and Support Services and supplies shall be provided on an as needed basis. The Maintenance, Support Services and supplies shall be provided by the Contractor at no additional cost to the Courts.
- C.3 The Contractor shall provide on-site training in the operation and use of its equipment. The training schedule shall be coordinated with the Court’s Contracting Office Technical Representative (COTR). Training shall be provided at no additional cost to the Court.
- C.4 The Contractor shall provide network support services.
- C.5 A site visit may be required by the DC Courts requiring the Contractor to demonstrate the proposed copier(s) technology, capabilities virtually or in person.
- C.6 The Contractor shall provide an installation/configuration implementation plan to install copier/printer technology within (3) three days after award with the COTR coordination.

PART 1

SECTION D - PACKAGING AND MARKING

(This section is not applicable to this solicitation.)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION OF SUPPLIE'S

Inspection of Supplies

- (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 re-inspection 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 three (3) years from the date of award. Date of award shall be the date the contract is signed by the Contracting Officer.

F.2 Deliverables:

The Contractor shall provide an installation/configuration implementation plan to install copier/printer technology within (5) five business days after award.

SECTION G -CONTRACT ADMINISTRATION DATA

G.1 Payment/Invoices

- G.1.1 The Courts will make invoice payments under the terms and conditions specified in the contract. The Contractor will be compensated upon completion and acceptance of the work as specified in the contract. Payments shall be considered as being made on the day a check is dated or the date of an electronic funds transfer.
- G.1.2 The contractor shall be compensated as set forth below. 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 vendors' (contractors') 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 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:
- Name and address of the Contractor,
 - The purchase order number,
 - Invoice date,
 - Invoice number,
 - Name of the Contracting Officer Technical Representative (COTR),
 - COTR email address, and
 - 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 2 business days from the electronic submission, the Contractor must email and/or mail to the COTR a copy of the electronic invoice along with all the required supporting documentation as stated in the contract.
- G.1.6 The Contracting Officer's Technical Representative (COTR) shall review each electronic invoice for certification of receipt of satisfactory services prior to authorization of payment.

G.2 Final Invoice

G.2.1 The Contractor shall submit final electronic invoice (s) within thirty (30) days after the expiration of this contract. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

G.2.2 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.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.5 Contracting Officer and Contracting Officer Technical Representative(COTR)

G.5.1 Contracting Officer: The District of Columbia Superior Court Contracting Officer who has the appropriate contracting authority is the only Courts official authorized to contractually bind the Courts through signing contract documents. All correspondence to the Contracting Officer shall be forwarded to:

Geoffrey Mack
Contracting Officer
District of Columbia Courts
700 6th Street, N.W., 12th Flr.
Washington, D.C. 20001

G.5.2 Contracting Officer's Technical Representative: The Contracting Officer Technical Representative (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 Contract Administrator is responsible for the day-to-day monitoring and supervision of the contract. The Contracting Officer's Technical Representative (COTR) shall be:

Darryl Allen
Administrative Service Division
700 6th Street N.W. 12Flr.
Washington, D.C. 20001
202-879-4245

G.6 Authorized Representative of the Contracting Officer

G.6.1 The Contract Administrator 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 Contract Administrator 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 CONTRACT ADMINISTRATOR 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 Rights in Data

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

H.3.2 The term "Technical Data" as used herein, means recorded information regardless of form or characteristic. It may, for example, document research, experimental, developmental work, or be used to define a design or process to produce, support, maintain, or update material or documentation. The data may be character, graphic or pictorial delineation in media such as drawings or photographs, text, or related design or performance type documentation. Examples of technical data include research data, documentation drafts, lists, specifications, profiles, standards, process sheets, manuals, and technical reports.

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

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

H.4 **Contractor Management responsibility**

H.4.1 The Contractor shall appoint a Project Manager within (3) three business days after award who will be the Contractor's Authorized Representative for technical and administrative performance of all services required hereunder. The Project Manager shall provide the single point of contact through which all Contractor/Court communications, work and technical direction shall flow. The Project Manager will be present at scheduled deliverables presentations and responsible for ensuring that any requested changes be made to the final product.

H.5 **Stoppage of Work**

H.5.1 If the Contractor fails to abide by any or all of the provisions of the contract, the Contracting Officer reserves the right to stop all work or any portion thereof, affected by the Contractor's failure to comply with the contract requirements. This stoppage will remain in effect until the Contractor has taken action to meet the contract requirements. If the Contractor fails or refuses to meet all the provisions of the contract or any separable part thereof after written notification and work stoppage, the Court may terminate the right of the Contractor to proceed.

H.6 **Subcontracts**

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

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

H.6.3 The Contractor shall be as fully responsible to the Court for the acts and omissions of subcontractors, and of persons employed by them as he is for the acts and omissions of persons directly employed by him.

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

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

H.7 **Use of Premises**

H.7.1 The Contractor shall not load or permit the loading of any part of any structure to such an extent as to endanger its safety.

H.7.2 The Contractor shall comply with the regulations governing the operation of premises, which are occupied and shall perform his contract in such a manner as not to interrupt or interfere with the conduct of Court.

H.7.3 Any work necessary to be performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the

Court.

- H.7.4 The Contractor shall use only such entrances to the work area as designated by the COTR.
- H.7.5 Any work, once started, shall be completed as rapidly as possible and without unnecessary delay.
- H.7.6 Only such portions of the premises as required for proper execution of the contract shall be occupied.
- H.7.7 All work shall be performed in such manner as to cause minimum annoyance to occupants of adjacent premises and interference with normal traffic.
- H.7.8 Work performed in existing buildings shall be executed in a manner that will cause minimum interference with facility occupants.
- H.7.9 All work shall be carried on in an orderly manner performed in such manner to cause minimum:

- (1) Interference with or disruption of normal activities in the building which is occupied; and
- (2) Noises or disturbances.

H.8 **Access to Building**

- (1) Contractor will be given access to the building, except to secure all sensitive areas or where work is specified to be performed at specified periods.
- (2) Contractor will be given access to buildings only on Monday through Friday of each week.
- (3) Work on Saturdays, Sundays and holidays will not be permitted except with the written permission from the COTR.
- (4) Contractor shall make all necessary arrangements for access to the building after regular working hours and/or for work on Saturday, Sunday or Holidays with the COTR.
- (5) Should the Contractor desire to work on Saturdays, Sundays, or holidays, he/she must receive permission in writing from the COTR or designee. If permission is granted, all work performed shall be at no additional expense to the Court.

PART II

SECTION I - CONTRACT CLAUSES

I.1 **RESERVED**

I.2 **Restriction On Disclosure and Use of Data:**

Offerors who include in their offers 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 offer.

I.3 **RESERVED**

I.4 **Disputes:**

Any dispute arising under or out of this contract is subject to the provisions of the Court's "Contract Disputes Procedures," as approved by the Joint Committee on Judicial Administration.

I.5 **Laws and Regulations:**

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

I.6 **Non-Discrimination:**

The Contractor agrees that it will comply with the nondiscrimination requirements set forth in D.C. Code, Section 1-2512 (1981 ed.) which will be incorporated into any contract awarded. The 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, the Inspector General or any of its duly authorized representatives shall, until three years after final payment, have the right to examine any directly pertinent books, documents, papers and record of the 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.9 **Subcontracts**

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

I.10 **Protest**

I.10.1 Any aggrieved person may protest this solicitation, award or proposed contract award. 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., 12th Flr.
 Washington, D.C. 20001

I.10.2 A protest shall include the following:

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

I.10.2.2 solicitation or contract number;

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

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

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

I.11 **Insurance:**

I.11.1 Prior to execution of the contract, the Contractor shall obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the insurance specified below with an insurance company licensed or qualified to do business with the District of Columbia Courts. **All insurance shall set forth the District of Columbia Courts as an additional insured. The**

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

- I.11.2 Comprehensive General Liability: Insurance against liability for bodily injury insurance coverage in the amount of at least five hundred thousand dollar (\$500,000) per occurrence.
- I.11.3 Workers' Compensation: The Contractor shall carry Workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this agreement and the Contractor agrees to comply at all times with the provisions of the Workers compensation laws of the District of Columbia.
- I.11.4 Comprehensive Automobile Liability Insurance (applicable to owned, non-owned and hired vehicles): The Contractor shall carry comprehensive automobile liability insurance applicable to owned, non-owned, and hired vehicles against liability for bodily injury and property damage in an amount not less than that required by law of the District's Compulsory/No-Fault Vehicle Insurance Act of 1982, as amended. Coverage shall be at least \$200,000.00 per person, \$500,000.00 per occurrence for bodily injury and \$20,000.00 per occurrence for property damage.
- I.12 **Cancellation Ceiling**
- I.12.1 In the event of cancellation of the contract because of non-appropriation for any fiscal year after fiscal year 2025, 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.

PART III

LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

(Not Applicable to the solicitation)

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 a 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 a 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.1.2.2 (ii) - of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- 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 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 a offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.
- K.1.4 Failure of the offeror to provide the certification required by paragraphs K.1.2 or K.1.3 of this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19-602-1(A)(2) (I) and (II).
- K.1.5 In addition to other remedies available to the Government, the certification in paragraphs K.1.2 or K.1.3 of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

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

Print Name of Authorized
Representative

Title

Signature of Authorized
Representative

PART IV

REPRESENTATIONS AND INSTRUCTIONS

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 Offeror Submission and Identification:

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

L.1.2 Proposals shall be submitted **BY EMAIL** to Darryl Allen, Senior Contract Specialist at Darryl.Allen@dccsystem.gov no later than 2:00 p.m. EST, on Thursday, September 12, 2024. The offeror's "Subject" email shall indicate:

***Proposal for Solicitation Number: DCSC-24-FSS-290
Graphics and Reproduction Technology***

L.1.3 Confidentiality of Submitted Information:

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

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

L.1.3.2 The specific information within the *offer* which the 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 offer"*.

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 *offer* package if it is obtained

from another source.

L.1.4 Offers shall be delivered via email to the following address:

Darryl.Allen@dccsystem.gov

L.2 Proposal Information and Format:

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

L.2.2 Offers shall be prepared simply and economically, providing a straightforward, concise delineation of offeror's capabilities to satisfy the requirements of this RFP. Fancy bindings and colored displays or promotional material are not desired or preferred, but pages must be numbered. **Each offeror shall submit one (1) completed copy of the RFP via email.**

L.2.3 Technical and Price Proposals Format and Content

L.2.3.1 **Volume I - Technical Proposal** shall be comprised of the following tabs:

Tab	Section
A	General Information
B	Disclosure
C	Copier Capabilities
D	Maintenance
E	Past Performance

L.2.3.1.1 Volume I – Tab A - General Information

In this section of the offer, the offeror shall provide a brief description of its organization, including:

L.2.3.1.1.1 Ownership structure

L.2.3.1.1.2 Ownership by foreign corporation with an interest exceeding five (5) percent.

L.2.3.1.1.3 Describe in detail any local organization presence and its relationship with other

localities.

L.2.3.1.2 Volume I – Tab B Disclosure

This section of the offer shall include the disclosure information described below:

L.2.3.1.2.1 Disclosure details of any legal action or litigation past or pending against the offeror;

L.2.3.1.2.2 A statement that the offeror knows of no conflict between its interests and those of the District of Columbia Courts; and further that the offeror knows of no facts or circumstances that might create the appearance of a conflict between its interests and those of the District of Columbia Courts; and

L.2.3.1.2.3 Documentary evidence (e.g. certificates) that the offeror is authorized to conduct business in the District, and the offeror is current in its tax obligation to the District of Columbia.

L.2.3.1.3 Volume I – Tab C Copier Capabilities

L.2.3.1.3.1 Contractor shall provide equipment with the above features specified in Section C and the capability of creating various formats of booklets, poster boards, edit and insert GBC tab documents, GBC hole punch, freeflow compatible, etc. Do you have any description of what they need to provide here like Describe xxxxx)

L.2.3.1.4 Volume I – Tab D Maintenance

L.2.3.1.4.1 Contractor must provide maintenance and support services in the following manner: One (1) hour response time upon service call with a four (4) hour onsite repair service.

L.2.3.1.5 Volume I – Tab E Past Performance

L.2.3.1.5.1 (Contractor must provide (3) past performance evaluations.)

L.2.4 Volume II - Price Proposal

L.2.4.1 A separately bound offer price must be submitted using the format provided in Section "B.3 Price Schedule" of this Solicitation. The price furnished by the offeror shall be itemized for the services set forth in Section C. The offeror's price offer shall become a part of the awarded contract. The offeror's price offer shall include all costs for the required services. This pricing information will also be

used for evaluation purposes.

L.3 Offer Submission Date and Time, Late Submission, Modifications and Withdrawals:

- L.3.1 Offers shall be submitted no later than the date and time specified in the solicitation. Offers, modifications to offers, 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 offer 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 offer 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 offer is the only offer received.
- L.3.2 The only acceptable evidence to establish the date of a late offer, 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 offer shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.
- L.3.3 A late offer, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.
- L.3.4 A late modification of a successful offer which makes its terms more favorable to the Courts shall be considered at any time it is received and may be accepted.
- L.3.5 A late offer, late modification or late withdrawal of offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

L.4 Questions:

L.4.1 Questions concerning this Request for offers must be directed electronically via email by September 4, 2024, by no later than 10AM to:

Darryl Allen, Contract Specialist
Procurement and Contracts Branch
Administrative Services Division
District of Columbia Courts
Via email: Darryl.Allen@dccsystem.gov

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

L.5 Explanation to Prospective Offerors:

L.5.1 **Any prospective offeror desiring an explanation or interpretation of this solicitation must request it in writing no later than 10:00am, September 4, 2024.** Requests should be directed to the procurement contact person at the 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 Changes to the RFP:

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

L.7 Contract Award:

L.7.1 **A contract will be awarded to the responsible and responsive offeror whose offer meets the requirements set forth in this RFP.**

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 Offerors shall complete and return with their offer the Representations and Certifications (Sections A and K.1 Certification of a Drug-Free Workplace).

L.11 Retention of 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 offerors. One (1) copy of each offer shall be retained for official files and will become a public record after the award and open to public inspection. It is understood that the offer will become a part of the official file on this matter without obligation on the part of the Courts except as to the disclosure restrictions contained in Section L.1.3.

L.12 Public Disclosure under FOIA:

L.12.1 Trade secrets or proprietary information submitted by a 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 offer is proprietary will have not effect whatsoever.

L.13 Examination of Solicitation:

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

L.14 Acknowledgment of Amendments:

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

L.15 Right to Reject Offers:

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

L.16 Offer Preparation Costs

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

L.17 Prime Contractor's Responsibilities

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

L.17.2 If the offeror's offer 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 RFP.

L.18 Contract Type:

L.18.1 This is a Firm-Fixed unit Price contract. Since it is impossible to predetermine the exact quantity of services required during the contract term, the quantities stated in the solicitation are estimates based upon the previous services and on the best knowledge of the Courts. Lesser quantity than specified in the solicitation may be needed as determined by the Courts' need during the term of this contract. Greater quantities shall be authorized in contract amendments to meet the needs of the Court.

L.19 Failure to Respond to Solicitation:

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

L.20 Signing Offers and Certifications:

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

L.21 Errors in Offers:

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

L.22 Authorized Negotiators

L.22.1 The offeror shall include in its offer a statement indicating those persons authorized to negotiate on the offeror's behalf with the District of Columbia Courts in connection with this Request for offers: (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.

PART V

SECTION M - EVALUATION FACTORS

M.1 Evaluation for Award

The Courts intends to make an award to the responsible contractor whose proposal represents the best value to the Courts. The evaluation factors are listed below in descending order of importance: 1. Copier Capabilities (User-friendliness); 2. Maintenance/Support Response Time/Experience; 3. Past Performance; 4. Price. Therefore, each initial offer shall contain the offeror’s best terms from a cost and technical standpoint.

M.2 Evaluation Criteria

The evaluation factors set forth below shall be used to evaluate each proposal. The maximum points for technical are 100 total points. The criteria for evaluating the proposals and their respective points are as follows:

Item No.	EVALUATION CRITERIA	MAXIMUM POINTS
M.2.1	Copier Capabilities	40
M.2.2	Maintenance	30
M.2.3	Past Performance	20
M.2.4	Price	10
	TOTAL	100

M.3 Price Proposal Evaluation

M.3.1 The price evaluation will be objective. The offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated.}} \times 10 = \text{Evaluated price score}$$

M.4 Prospective Contractor's Responsibility

- M.4.1 In order to receive an award under this RFP, 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:
- M.4.1.1 Financial resources adequate to perform the contract, or the ability to obtain them;
 - M.1.1.2 Ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
 - M.4.1.3 A satisfactory record of performance;
 - M.4.1.4 The necessary organization, experience, accounting and operational control, and technical skills, or the ability to obtain them;
 - M.4.1.5 Compliance with the applicable District licensing, tax laws, and regulations;
 - M.4.1.6 The necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and
 - M.4.1.7 Other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- M.4.2 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 offeror to comply with a request for information may subject the offeror's offer 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 offeror to be non-responsible.