

**DISTRICT OF COLUMBIA COURTS
REQUEST FOR QUOTATION
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: 07/12/2021

SOLICITATION NUMBER: DCSC-21-RFP-094

CLOSING DATE: 08/17/2021

CLOSING TIME: 3:00PM

Description: Digital Signage Project Phase I

MARKET TYPE: Open Market

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

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>	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 and directed by email to Kenneth Evans, Contract Specialist at Kenneth.Evans@dccsystem.gov

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

REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS

1. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

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

2. WALSH-HEALY ACT

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

(a) Regular Dealer

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

(b) Manufacturer

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

3. BUY AMERICAN CERTIFICATION

The Bidder hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Clause 28 of the District of Columbia Courts General Contract Provisions), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

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

Each Bidder shall check one of the following:

- ___ (a) No person listed in **Clause 21 of the District of Columbia Courts General Contract Provisions** will benefit from this contract.

- ___ (b) The following person(s) listed in **Clause 21 of the District of Columbia Courts General Contract Provisions** may benefit from this contract. For each person listed, attach the affidavit required by Clause 21 of the District of Columbia Courts General Contract Provisions **of the District of Columbia Standard Contract Provisions**.

5. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- (a) Each signature on the bid is considered to be a certification by the signatory that:
 - (1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices bid.

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

- (3) No attempt has been made or will be made by the Bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.
- (b) Each signature on the bid is considered to be a certification by the signatory that the signatory.
- (1) Is the person in the Bidder's organization responsible for determining the prices being offered in this bid, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above; or
 - (2)
 - (i) Has been authorized, in writing, to act as agent for the following 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 bid and the title of his or her position in the Bidder's organization);
 - (ii) As an authorized agent, does certify that the principals named in subdivision (b) (2) (1) above have not participated, and will not participate, in any action contrary to subparagraphs (a) (i) through (a) (3) above; and
 - (iii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.
- (c) If Bidder deleted or modifies subparagraph (a) (2) above, the Bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

6. TYPE OF BUSINESS ORGANIZATION

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

7. PAYMENT IDENTIFICATION NO.

The District of Columbia Courts utilizes an automated vendor database. 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 bids. 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

The District of Columbia Courts Information Technology (IT) Division is seeking qualified vendor to provide a comprehensive digital signage solution which will integrate with the case management system (CS) for display of Court docket and other related information. A firm-fixed-price (FFP) contract will be awarded as a result of this solicitation.

This contract will be for Phase I of the digital signage project. The Phase I project scope includes two parts:

Part I - Designation of a digital signage software and hardware solution to be implemented for both this phase and potentially for any future phases. Future use will be based on satisfaction with the provided solution and service.

Part II - Replacement of existing digital signage displays, mounts, and content players at several locations described below.

B.1 The bidder/offeror shall submit a price for the services/supplies specified in accordance with Section C, Statement of Work of this Request for Proposal (RFP).

B.2 CONTRACT PRICE: Using the below format, please include pricing for following:

Monthly Rate \$ _____

Emergency Hourly Labor Rates:

Foreman \$ _____

Mechanic \$ _____

Helper \$ _____

Material Mark-up _____%

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C. **STATEMENT OF WORK**

C.1 Technical and cost submittal to include all materials, labor, tools, coordination with the Courts, transportation, supervision, project management, etc. which is necessary for a digital signage vendor to provide, install, program, and commission a fully functional digital signage system. The scope includes, but is not limited to:

- (a) Video equipment including displays, mounts, and digital signage content players.
- (b) Central digital signage server (as needed) and associated software to support the digital signage system.
- (c) HDMI or Display Port cables from digital signage content player (located at the display) to the associated display.
- (d) Development of templates and customized scripts for integration with digital signage software to present data elements stored in SQL Server and Oracle databases; and other software such as Microsoft Excel.
- (e) Removal of existing displays and mounts at each location receiving new display(s) and mounts.
- (f) Design, coordinate, furnish, install, and test all infrastructure and wiring for audio visual requirements. The Courts preferred Audio Visual Contractor is RCI. Contractor must coordinate with the Courts AV staff.'

C.1.2 Excluded work to be provided by others:

C.1.2.1 The items listed above are to be provided and installed by the Digital Signage Vendor. The following items are either existing or will be provided by the Court's low voltage contractor. Items excluded from the Digital Signage Vendor's scope of work include:

- (a) AC Power outlets
- (b) Conduit, junction boxes, cable trays, and pull boxes.
- (c) Court network LAN connections and associated cabling.

C.2 **Bid Submittals:**

C.2.1 Provide a combined Technical and Cost Proposal separated into the following tabs:

- (a) Tab A – Executive Summary: Provide a brief narrative outlining the firm’s understanding of the project, the firm’s capabilities, experience with similar projects, and the firm’s approach to completing the project. The narrative should also address the vendor qualifications listed in Section 4 below.
- (b) Tab B - Project References: Provide (5) references of projects completed in the past (3) years of similar scope with similar products. References will include a brief description of the digital signage systems provided and a contact person with email address. Ideal reference projects would be courthouses, conference centers, and other projects with complex digital signage requirements.
- (c) Tab C - Sample Digital Signage Content: Provide a minimum of (5) unique images displaying similar digital signage content including the project name. The ideal samples would vary both in content and graphic design to illustrate the product’s range of options.
- (d) Tab D – Technical Specifications: Provide a brief narrative addressing the technical requirements outlined in Section 8 below. Confirm capability with each listed requirement. If the proposed system is not compatible with the listed requirement, provide a brief description of any alternate options or product development roadmap which will address the stated requirement.
- (e) Tab E – Project Schedule: Provide a project schedule showing anticipated project milestones including submittals, submittal review periods, equipment installation, testing, training, and project completion. Schedule should be based on weeks out from date of award.
- (f) Tab F – Service Information: Outline the Vendor’s proposed plan to support the digital signage solution. Include relevant information such as local factory field technicians, local support contractors, support ticket system, typical response time to support requests, etc.
- (g) Tab G - Cost Proposal: The cost proposal shall include at a minimum:
 - 1. Itemized pricing of all equipment, installation, project management, programming, materials, and shipping.
 - 2. Itemized cost of any proposed optional equipment and installation (this cost shall be valid for a period of 90 days from date of bid acceptance).

C.3 Digital Signage Vendor Qualifications:

C.3.1 The Digital Signage Vendor will have experience with recent projects of similar scope including the design, implementation, and support of a digital signage solutions. The Vendor will have the following qualifications:

- (a) Experience with multi-year maintenance and support services for a complete digital signage solution.
- (b) The vendor or their installation and support contractor will have local support staff within (50) miles of Washington DC.
- (c) The vendor or their installation contractor will be licensed in the District of Columbia to perform the work specified in this solicitation.
- (d) The vendor or their designated installation and support contractor will be capable of providing manufacturer specified installation, programming, maintenance, and repair for all equipment provided.

C.4 Project Submittals:

C.4.1 Submit the following for approval prior to purchase of equipment:

- (a) AV equipment data or “cut” sheets for all equipment.
- (b) Digital signage template and programming submittals:
 1. The Vendor will participate in two initial video collaboration calls to discuss the desired content and aesthetic of the digital signage templates. Technical database coordination issues will also be addressed.
 2. The Vendor will submit the preliminary content player templates, scripts, and other code a minimum of (30) days prior to implementation for review and testing by the Courts.
 3. Following testing and requested revisions to the templates, scripts, and other code, the Vendor will submit final versions of each to the Courts upon implementation.

C.5 Equipment:

- (a) The included equipment list (Appendix B) provides a listing of the basis-of-design equipment and relevant specifications for each product.
- (b) The Vendor will be responsible for providing all required digital signage equipment for a complete and functional system.

C.5.1 Prior to ordering equipment, the Vendor shall verify that the proposed equipment is the latest model. If a newer model is available post-award, a contract change order request should be submitted with the data sheet and cost information of the newest model for approval.

C.6 Substitutions:

- C.6.1 The included equipment list utilizes basis-of-design products to indicate desired system functionality. Other products with similar specifications and functionality may be considered by the Courts.
- C.6.2 Submit product substitution requests, prior to bid submittal, for any product not listed on the equipment list. Submit all requests to the Contracting Officer during the specified time frame for written questions during the pre-bid period. Substitution requests will include a manufacturer data sheet of the proposed product with a brief explanation of any exceptions or additional functionality provided by the submitted product.
- C.6.3 Substitute equipment shall not require any modifications to the existing electrical.
- C.6.4 Any use of substitute equipment shall be at no additional cost to the Courts

C.7 Digital Signage System Technical Requirements:

- C.7.1 The digital signage system must meet the following technical requirements:
 - (a) Support Active Directory 2012-2016, MS Server 2012 and higher, Windows 10 or higher on client PCs, Office 365, Oracle-supported products, and SQL-supported products.
 - (b) Support a minimum of (100) unique digital signage templates and / or digital signage players with independent content as required by the various divisions of the Court.
 - (c) Include local administration GUI control software for remote configuration, monitoring, scheduling, and control of all content players. The software will include the following features at a minimum:
 - 1. Multiple user security levels to grant users various control access as needed for creating, editing, and display of content within their division.
 - 2. Global system diagnostics showing the status of all signage players.
 - 3. The ability to preview content being displayed in real-time
 - 4. The ability to modify content in real-time
 - 5. The ability to display custom messages in real-time.
 - 6. The ability to display user uploaded videos and images on demand.

- (d) Display content from user provided .xls files.
- (e) Capable of integrating RSS / XML feeds for display of external information such as the weather forecast and a news ticker.
- (f) Support programs / scripts for a minimum of (12) Oracle data elements (displayed as columns) per digital signage display. See Appendix A for sample digital signage templates.
- (g) The ability to purposely omit display of certain sensitive data and case types based on data elements as directed by the Courts. (For example, some Family Court matters are not for public display).

C.7.2 Each digital signage content player must meet the following technical requirements:

- (a) Include a 150 GB minimum hard drive for Windows devices
- (b) HDMI and / or Display Port digital video output with 3840 x 2160 minimum resolution
- (c) Wired ethernet connection
- (d) Support both landscape and portrait display orientations
- (e) Ability to be mounted behind a minimum 55” video display
- (f) RS-232 Control of attached display for scheduled power on / power off.
- (g) TAA Compliance

C.8 Digital Signage Display Hardware and Locations:

C.8.1 See Appendix C for survey notes and photographs of the existing digital signage displays to be replaced.

C.8.2 Moultrie Courthouse

- (a) Cst Level / Arraignment Court C-10 Lobby: The existing wall mounted array of (4) X 46” LCD displays will be replaced with a new array of (3) X 65” LCD displays with wall mount “menu” rail, tilting mounts, and (3) dedicated content players.

- (b) 4th Floor Lobby / JIC (Judge in Chambers) Docket: The existing 55” (1080P) display in portrait orientation will be reused and will be provided with a dedicated content player.
- (c) Court Reporting Suite 5400: Rooms 5402 and 5410 will each receive a new 65” LCD with low-profile articulating wall mount. Room 5405 will receive a new 55” LCD with low-profile articulating wall mount. Room 5406 will receive a new 65” LCD with ceiling mount (the existing mounting pole can be reused). Each of the (4) displays will be provided with a dedicated content player.

C.8.3 Building B

- (a) 1st Floor Corridor (Small Claims / Landlord & Tenant): Each of the (4) existing signage locations in the corridor will be provided with a new 65” LCD with low-profile articulating wall mount and dedicated content player.

C.8.4 Building C

- (a) 2nd Floor Lobby (Multidoor): A new 65” LCD with low-profile articulating wall mount and dedicated digital signage player will be provided.

C.9 **Video Display Specifications:**

- C.9.1 Video displays must be commercial models, warranted for a minimum (16) hours of continuous use 365 days a year.
- C.9.2 All new video displays to have a minimum resolution of 3840 X 2160 pixels (UHD).
- C.9.3 Displays must have a minimum of (2) HDMI inputs and (1) Display Port input.
- C.9.4 All new video displays to have a minimum brightness of 450 nits (or cd/m²).
- C.9.5 All video display and mount combinations will be installed in compliance with the ADA “bump” rule (i.e. devices below 80” AFF in public and circulation spaces cannot project more than 4” off of the wall).

C.10 **Installation:**

- C.10.1 The Vendor will coordinate the installation of all cabling, equipment, and associated hardware to be compatible with the project schedule.

- C.10.2 The Vendor will unbox and test all equipment to ensure that it is functional and not damaged prior to delivery to the job site.
- C.10.3 The Vendor will update the firmware of all equipment to the latest version prior to delivery to the job site.
- C.10.4 The Vendor will clean and restore their job site work area to the original condition after each day's work.
- C.10.5 Equipment shall be installed following the manufacturer's instructions.

C.11 Acceptance Testing:

- C.11.1 The Vendor will demonstrate the overall operation of the digital signage system, while operating each individual piece of equipment (when applicable). The Vendor will demonstrate that the equipment and systems function as intended by the manufacturer and as directed by the specifications.
- C.11.2 After the acceptance test, a punch list of deficient items will be provided by the Courts for the Vendor to complete or correct.

C.12 Digital Signage System Training, Maintenance, and Support:

- C.12.1 After the completion of the punch list items above, the Vendor will conduct on-site or virtual training to instruct the Courts staff on the functionality, configuration, and operation of the digital signage system, basic maintenance, and rudimentary troubleshooting.
- C.12.2 Pricing will include a nominal (16) hours for on-site or virtual software training.
- (a) Provide a minimum of (2) training sessions as directed by the Courts:
1. The first session will occur immediately after installation system acceptance.
 2. The second session will occur approximately (4) weeks after the first session.
- C.12.3 The Vendor shall provide maintenance and support services for the total digital signage solution. This includes displays, servers, content players, software, and any customized scripts which were provided as part of the comprehensive solution.
- (a) The services will be provided at least a three-year service agreement.
- (b) The Vendor or their designated support contractor will deploy a technician onsite within four hours of being contacted by the Courts for service and subsequent failure to correct the issue remotely. This support will be available Monday – Friday during typical business hours from 9 AM to 5 PM, excluding Government holidays.

- (c) Phone-based troubleshooting and support shall be available Monday – Friday during typical business hours from 9 AM to 5 PM, excluding Government holidays.
- (d) Due to Courtroom use, routine service will be performed after hours or during the weekend. Courts operations cannot be interrupted for system service.
- (e) The Vendor shall provide service calls at six-month intervals throughout the contract period to perform routine system maintenance and adjustment.
- (f) The Vendor shall update firmware of all equipment during service calls.

C.13 Hardware and Installation Warranty:

C.13.1 In addition to the (3) year service contract above the Vendor shall guarantee the digital signage system hardware, including displays, mounts, cabling, etc. and installation for a minimum period of one year from the date of final system acceptance against defective materials, design, workmanship, and improper adjustment. The Vendor will repair or replace any defective material at no expense to the Courts, provided it does not show abuse.

C.13.2 The above warranty shall not void warranties issued by individual equipment manufacturers. Individual warranties valid for greater than one year will remain in full effect.

C.13.3 The above warranty shall not void any rights guaranteed to the Courts by law.

C.13.4 The above warranty shall not pertain to existing court-provided equipment.

PART 1

SECTION D - PACKAGING AND MARKING

This section is not applicable to this solicitation.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 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.

E.2 Inspection of Services

(a) "Services" as used in this clause includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain documentation of all services provided under this contract. Complete records of all services performed by the Contractor shall be maintained and made available to the Courts during contract performance and for as long afterwards as the contract requires.

(c) The Courts have the right to review all services called for by the contract to the extent practicable during the term of the contract.

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

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

SECTION F - DELIVERIES AND PERFORMANCE

F.1 **Term of Contract:**

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

F.1.2 **Commencement of Work:**

The work shall commence on the date of award.

F.1.3 **Option Period:**

The Courts may extend the term of this contract for a period of four (4) one (1) year period or a fraction, or multiple fractions thereof.

F.1.3.1 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 the 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 bidder shall include in its **price** bid, 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 bid 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.2 **Deliverables:**

All Deliverables shall be in a form and manner acceptable to the Courts in accordance with Section C – Statement of Work and (Attachment Appendix B).

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:

Louis W. Parker, Contracting Officer
Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 622
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:

Christopher Blackwood, CTS, PMP
Multimedia Specialist
IT Division
500 Indiana Ave. NW
Washington, D.C. 20001
202-879-3037

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 a 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 Official's unless written approval is obtained in advance from the Contracting Officer.

H.3 Rights in Data

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

- H.3.2 The term "Technical Data" as used herein, means recorded information regardless of form or characteristic. It may, for example, document research, experimental, developmental work, or be used to define a design or process to produce, support, maintain, or update material or documentation. The data may be character, graphic or pictorial delineation in media such as drawings or photographs, text, or related design or performance type documentation. Examples of technical data include research data, documentation drafts, lists, specifications, profiles, standards, process sheets, manuals, and technical reports.
- H.3.3 The term "Computer Software" as used herein, means all computer programs and relational computer databases, "Computer Programs" as used herein are defined as a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. Computer programs include operating systems, assemblers, compilers, interpreters, database management systems, utility programs, sort/merge programs, and automatic data processing equipment (ADPE) maintenance diagnostic programs.
- H.3.4 All data first produced in the performance of any contract resulting from this solicitation process shall be the sole property of the District of Columbia Courts. The bidder hereby acknowledges that all data, including, without limitation, produced by the bidder for the process, are works made for hire and are the sole property of the District of Columbia Courts; but, to the extent any such data may not, by operation of law, be works made for hire, the 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 bidder'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 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 **Permits, Licenses and Certificates**

H.5.1 Those permits required to be obtained by the Contractor shall be applied for by the Contractor well in advance of his needs. If the Contractor experiences any difficulty in obtaining a permit, he shall immediately request assistance from the Contracting Officer's Technical Representative or designee.

H.5.2 Application shall be made by the Contractor or applicable authorized representatives to the Office of Licenses and Permits who will issue permits and certificates to the Contractor without charge provided that each application includes the District of Columbia Court contract number.

H.5.3 Permits, licenses and certificates which may be required must be arranged by the Contractor at no extra cost.

H.5.4 Contractor shall prominently display all permits within the confines of the Limit of the Contract.

H.6 **Stoppage of Work**

H.6.1 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.7 **Warranty**

H.7.1 The Contractor shall warrant that the work performed in connection with damage of city properties be free from all defects and agrees that for a period of one (1) year from date of acceptance by the Court, any repairs, replacements or adjustments made necessary because of such defects will be made promptly without cost to a to the satisfaction of the Court. The warranty shall not operate to defect the purpose of page 12, paragraph 11, Standard Contract Provisions, nor shall it act to avoid longer warranties by the manufacturer of the equipment or its components.

H.8 **Debris and Cleaning**

H.8.1 The Contractor shall, during the progress of the work, remove and properly dispose of the resultant dirt and debris daily and keep the premises clean and free from safety hazards.

H.8.2 Upon completion of the work, the Contractor shall remove all equipment, salvaged materials and unused materials from the site promptly (except any materials that are the property of the Court) and leave the premises in a neat and clean condition satisfactory to the Court.

H.8.3 Due to the use of the building, it is extremely important that the Contractor execute his work in as clean a manner as possible with the use of drop cloths, dust barriers, enclosures, frequent debris cleanup and removal, and other control measures to minimize the spread of materials, noxious gases, dust, and other airborne materials beyond the work in the building.

H.9 **Materials and Workmanship**

H.9.1 Unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new. All workmanship shall be first class and by persons qualified in the respective areas.

H.9.2 In the absence of specific requirements for installation of a material or product, the Contractor will be held responsible for installation of said material or product in strict accordance with the manufacturers printed instructions and recommendations for a first-class job.

H.10 **Standards**

H.10.1 Any material specified by reference to the number, symbol or title of a specific standard such as a Commercial Standard, a Federal Specification, ASTM specification or other similar standard, shall comply with the requirements in the latest revision thereof and any amendment or supplement thereto. It effects on the

date of solicitation, except as limited to type, class or grade or modified in such reference. Interim Federal Specifications do not form a part of the contract requirements unless specifically mentioned in the various specification sections.

H.10.2 The standards referred to, except as modified in the specifications, shall have full force and effect as though printed in the specifications. Federal Specifications, Commercial Standards and other standard specifications will not be furnished to bidders. However, the Contracting Officer will furnish, upon request, information as to how copies of the standards referred to may be obtained.

H.10.3 Where a standard is referred to in the various sections of these specifications, it shall include the installation requirements specified therein unless specifically modified in the contract specifications.

H.11 **Use of Premises**

H.11.1 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.11.2 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.11.3 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.11.4 The Contractor shall use only such entrances to the work area as designated by the COTR.

H.11.5 Any work, once started, shall be completed as rapidly as possible and without unnecessary delay.

H.11.6 Only such portions of the premises as required for proper execution of the contract shall be occupied.

H.11.7 All work shall be performed in such manner as to cause minimum annoyance to occupants of adjacent premises and interference with normal traffic.

H.11.8 Work performed in existing buildings shall be executed in a manner that will cause minimum interference with facility occupants.

H.11.9 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.12

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

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

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

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

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

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

I.4 **Disputes:**

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

I.5 **Laws and Regulations:**

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

I.6 **Non-Discrimination:**

The 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
616 H St. NW, Suite 616
Washington, D.C. 20001

I.10.2 A protest shall include the following:

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

I.10.2.2 solicitation or contract number.

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

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

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

I.11 **Cancellation Ceiling**

I.11.1 In the event of cancellation of the contract because of non-appropriation for any fiscal year after fiscal year 2021, 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

- 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**
- J.7 Certification Regarding a Drug-Free Workplace**
- J.8 Standard Contract Provision for Use with District of Columbia
Government Supply and Services Contracts**
- J.9 District of Columbia Courts Release of Claims**
- J.10 Appendix A – Sample DS Templates**
- J.11 Appendix B – Equipment List**
- J.12 Appendix C – Site Survey Notes**

PART IV

REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

K.1 Certification Regarding a Drug-Free Workplace

K.1.1 Definitions. As used in this provision:

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

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

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

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

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

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

K.1.2 By submission of its bid, the bidder, if other than an individual who is making a bid that equals or exceeds \$25,000.00, certifies and agrees, that with respect to all employees of the bidder to be employed under a contract resulting from this solicitation, it will - no later than 30 calendar days after contract award

(unless a longer period is agreed to in writing), for contracts of 30 calendar days or more 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 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 bid, the bidder, if an individual who is making a bid of any dollar value, certifies and agrees that the bidder will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

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

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

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

Print Name of Authorized
Representative

Title

Signature of Authorized
Representative

PART IV

REPRESENTATIONS AND INSTRUCTIONS

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

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

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

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

Solicitation Number: DCSC-21-RFP-094

Caption: Digital Signage Project Phase I

Bid Closing Date: August 17, 21

Bid Closing Time: 2:00PM

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

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

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

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

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

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

L.1.4 Bids shall be hand delivered to the following address:

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

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

L.2 **Bid Information and Format:**

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

L.2.2 Bids shall be prepared simply and economically, providing a straightforward, concise delineation of bidder's capabilities to satisfy the requirements of this RFQ. Fancy bindings and colored displays or promotional material are not desired or preferred, but pages must be numbered. **Each bidder shall submit three completed copies of the RFP, one (1) original and three (3) copies of the Bid. Each bid shall be properly indexed and include all information requested in the R F P.**

L.3 **Questions:**

L.3.1 Questions concerning this Request for Proposals must be directed by **e-mail**:

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

E-mail address_

Kenneth.Evans@dccsystems.gov by

BY: **August 03, 2021**

L.3.1 For further information on submission of questions, please refer to section L.5 of this RFP.

L.4 **Explanation to Prospective Offerors.**

L.4.1 **Any prospective offeror desiring an explanation or interpretation of this solicitation must request it by email no later than August 9, 2021 by 2:00 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.5 **Contract Type.**

L.5.1 This contract is a firm fixed price contract.

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 points awarded in the evaluation criteria indicate the relative importance of each factor. The Courts may award a contract upon the basis of initial offers received, without discussions. Therefore, each initial offer shall contain the Vendor's best terms for both Technical and Cost Proposals.

M.2 Evaluation Criteria

M.3 The evaluation factors set forth below shall be used to evaluate each proposal. A maximum of **(85)** points will be awarded for the Technical Proposal. The evaluation criteria and respective points are below:

Item No.	EVALUATION CRITERIA	MAXIMUM POINTS
M.3.1	Executive Summary (15 Points)	0-15
M.3.2	Project References (15 Points)	0-15
M.3.3	Sample Digital Signage Content (15 Points)	0-15
M.3.4	Technical Specifications (30 Points)	0-30
M.3.5	Project Schedule (5 Points)	0-5
M.3.6	Service Information (20 Points)	0-20
	TOTAL	100

M.4 Price Proposal Evaluation

M.4.1 The Courts will not rate or score price, but will evaluate each offeror's price proposal for realism, reasonableness, and completeness. This evaluation will reflect the offeror's understanding of the solicitation requirements and the validity of the offeror's approach to performing the work. Alternative price proposals, if considered by the Courts will be evaluated on contract type risk, potential savings, other advantages or disadvantages to the Courts, and the discretion of the government.

- M.4.2 Realism. The Courts will evaluate the realism of the proposed price by assessing the compatibility of proposed price with proposal scope and effect. In the evaluation the Courts will consider the following:
- a. Do the proposed prices reflect a clear understanding of the requirements?
 - b. Do the proposed prices for performing various functional service requirements reflect the likely costs to the offeror in performing the effort with reasonable economy and efficiency?
 - c. Are proposed prices unrealistically high or low?
 - d. Are the proposed prices consistent with the technical and management/staffing approach (e.g., if the offeror proposes a staff of x people, the price proposal must account for x people)?

M.4.3 Reasonableness. In evaluating reasonableness, the Courts will determine if the offeror's proposed prices, in nature and amount, do not exceed those which would be incurred by a prudent contractor in the conduct of competitive business. The assessment of reasonableness will take into account the context of the source selection, including current market conditions and other factors that may impact price. In the evaluation the Courts will consider the following:

- a. Is the proposed price(s) (for Section B – Supplies or Services and Price/Cost) comparable to the independent Courts cost estimate?
- a. Is the proposed labor/skill mix comparable to the projected Courts skill mix and/or sufficient to meet the Section C requirements based upon the offeror's technical and management approach?
- b. Are the proposed price(s) for hardware and software comparable to competitor's prices under this solicitation?
- c. Are the proposed price(s) for installing hardware and software comparable to competitor's prices under this solicitation?
- d. Are the proposed price(s) for warranty and customer support comparable to competitor's prices under this solicitation?

M.4.4 Completeness. In evaluating completeness, the Courts will determine if the offeror's provides pricing data of sufficient detail to fully support the offer and permit the Courts to evaluate the proposal thoroughly. In the evaluation the Courts will consider the following:

- a. Do the proposed prices include all price elements the offeror is likely to incur in performing the effort?
- b. Are proposed prices traceable to requirements?
- c. Do proposed prices account for all requirements?
- d. Are all proposed prices supported with adequate data to permit a thorough evaluation?

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.4.1.2 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.3.1.6 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 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 no responsibility based on available information. If the available information is insufficient to make a determination of no responsibility, the Court's Contracting Officer shall determine the offeror to be not responsible.