DISTRICT OF COLUMBIA COURTS
SOLICITATION, BID AND AWARD
FOR SUPPLIES, OR SERVICES

ISSUED BY: DISTRICT OF COLUMBIA COURTS
ADMINISTRATIVE SERVICES DIVISION
PROCUREMENT AND CONTRACTS BRANCH
616 H STREET, N.W., ROOM 612

DATE ISSUED: September 16, 2013

CLOSING DATE: September 25, 2013

SOLICITATION NUMBER: DCSC-13-IB-0033

CLOSING TIME: 12:00 P.M.

OFFER/BID FOR: ***Office Supplies***

MARKET TYPE: Open Market

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BID (TO BE COMPLETED BY BIDDER) 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 District of Columbia Courts under "AWARD" below, this offer and the provisions of the RFP/IFB will constitute a Formal Contract.

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

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

CONTRACT NO._____AWARD AMOUNT $_____

ACCEPTED AS TO THE FOLLOWING ITEMS:

_____

DISTRICT OF COLUMBIA COURTS

BY:_____
CONTRACTING OFFICER

CONTRACT PERIOD: _____

_____
AWARD DATE

Solicitation No.: DCSC-13-IB-0033
Office Supplies

All written communications regarding this solicitation should be addressed to the Contracting Officer and should be directed by e-mail to Amber Summerlin, Contract Specialist at amber.summerlin@dcsc.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

4. OFFICERS NOT TO BENEFIT CERTIFICATION

Each Bidder shall check one of the following:

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

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

5. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

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

(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 offer 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) (1) through (a) (3) above; and

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

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

6. **TYPE OF BUSINESS ORGANIZATION**

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

7. PAYMENT IDENTIFICATION NO.

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

Please list below applicable vendor information:

Federal Tax Identification Number: _____
Or
Social Security Number: _____

Dunn and Bradstreet Number: _____

Legal Name of Entity Assigned this Number: _____

Street Address and/or Mailing Address: _____

City, State, and Zip Code: _____

Type of Business: _____

Telephone Number: _____

Fax Number: _____

PAYMENTS UNDER TERMS OF ANY CONTRACT RESULTING FROM THIS SOLICITATION WILL BE HELD IN ABEYANCE PENDING RECEIPT OF A VALID FEDERAL TAX IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER.

PART I

SECTION B - SUPPLIES OR SERVICES AND PRICE/COST

B.1 The District of Columbia Courts (The Courts) is seeking a qualified Contractor to provide office supplies listed on attachment J.10 Price Schedule- Core and Non-Core Office Supplies. An order will be placed against this contract award whenever the Courts have a need for any of the supplies listed under Core Items. The contractor shall furnish all labor and materials necessary to provide the goods and services specified herein.

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

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

B.4 **PRICE SCHEDULE INSTRUCTIONS**

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

B.4.1. Price Schedule Part 1- DC Courts Core Items List (Attachment J.10.)
The Price Schedule Part 1- DC Courts Core Items List consists of a list of 127 commonly ordered items. For each item on the list, the bidder must enter the base period price, extension price, and total.

B.4.2. Price Schedule Part 2- Calculation of Total 5-Year DC Courts Core Items Price
The Price Schedule Part 2- Calculation of Total 5-Year DC Courts Core Items Price will calculate the bidder's total 5-year price for DC Courts Core Items. The Base Period amount is equal to the price calculated in Price Schedule Part 1. Option Years 1-4 are calculated by application of an escalation factor to the previous year's price. Enter the previous year's price, enter the escalation factor, and enter the product of those numbers. Enter the total of all five years on Line 25.

B.4.3. Price Schedule Part 3- Discount on Non-Core Items
The Price Schedule Part 3-Discount on Non-Core Items will determine the bidder's discount off of the bidder's published catalog prices. Enter the discount offered for each contract year. Apply the discount percentage to the estimated purchase to determine the estimated price for each year. Compute the Total 5-Year Non-Core Items Price by summing the yearly prices. Any exceptions to the discount must be disclosed.

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

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

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 INTRODUCTION

The District of Columbia Courts (the Courts) is seeking a single qualified contractor to provide the staff, equipment, and supplies necessary to meet the requirements of this statement of work (SOW). This SOW requires the Contractor to provide office supplies and equipment to The Courts' offices, but is not limited to the following: receiving and processing orders; packaging and wrapping supply orders; transporting and delivering office supplies to The Courts' designated receiving location(s); producing accurate and complete billings; preparation of various reports, and maintenance of records. Purchases made at the Contractor's retail outlets, if any, shall be subject to the same discounts as otherwise extended to The Courts under this Contract. In addition, the Contractor shall keep abreast of the latest technologies applicable to the methods of procuring office supplies and materials and to make recommendations to The Courts for improvements.

C.2. BACKGROUND

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

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

C.2.1.1 500 Indiana Avenue N.W. (known as the Moultrie Courthouse)
C.2.1.2 515 5th St. N.W. (known as the Building A)
C.2.1.3 510 4th St. N.W. (known as the Building B)
C.2.1.4 410 E St. N.W. (known as the Building C)
C.2.1.5 430 E St. N.W. (known as the Building D)
C.2.1.6 616 H St. N.W. (known as the Gallery Place building)

C.2.2. The DC Courts' receiving warehouse:

6217 Columbia Park Rd
Cheverly, MD 20785

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

C.2.4 DC Courts' are closed during all Federal Holidays and District of Columbia Holidays.

C.3. SCOPE OF WORK

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

C.3.1. Definitions/ Acronyms:

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

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

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

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

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

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

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

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

C.3.2. Order Processing:

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

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

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

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

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

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

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

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

C.3.2.8. The Contractor shall monitor the status of orders for items on backorder and must respond to requests for information from authorized personnel or end users within

one (1) business day.

C.3.2.9. The Contractor shall limit back orders to a maximum of two percent (2%) of Core, and five percent (5%) of Non-Core Items. If a backorder is necessary, the Contractor shall notify the COTR, in writing, within one (1) business day of the backorder status. The notification shall detail the PO number, Requisition Number, item(s) and quantities backordered, and revised expected delivery dates. Additionally, the Contractor shall include suggested replacement items. The Courts reserve the right to cancel back orders at no additional cost.

C.3.2.10. In the event The Courts request an item not in the Contractor's Commercial Catalog, the Contractor shall procure the supply item at the best cost for the Courts. The Contractor shall certify that the item has been acquired at its best price and, upon request from The Courts, shall furnish evidence of the purchase price from third-party vendors.

C.3.3. Supplies:

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

C.3.3.1. The Courts reserve the right to add or delete any item on the DC Courts Core Items List. Items added will be at the same discount. Any changes will be made by way of a modification.

C.3.3.2. It is understood that the Contractor's overall discount applied to Non-Core Items listed in its Commercial Catalogs excludes items listed on the DC Courts Core Items List, which is discounted separately.

C.3.3.4. The Contractor is required to disclose, with its bid, a list of any items that are excluded from discount or are subject to a rate of discount not contained in the Contractor's Bid.

C.3.3.5. Substitutions for requested brand name items are not allowed without prior written approval from the COTR, Contracting Officer, or designee.

C.3.3.6. If an item requested is placed on backorder, The Courts' may request use of an alternate item to fulfill the request.

C.3.4. Returns:

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

SECTION D - PACKAGING AND MARKING

D.1. PACKAGING

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

D.2. MARKING

D.2.1. Each order shall be marked with The Courts' Division/Office name, location, PO number, contact name, and office phone number. A packing slip for each order shall be attached to the outside of the container in an envelope or placed inside for each order. The packing slip shall contain appropriate information for verification of shipment by the ordering location and PO number and requisition number must be included. Where more than one package is designated for a single location, the packages shall be appropriately marked; i.e. 1 of 2, 1 of 3, 1 of 4, etc.

D.2.2. The Contractor shall arrange for optimum or most competitive shipping and/or delivery methods. All deliveries to The Courts shall be considered inside deliveries.

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

D.2.4 For all deliveries, the Contractor must obtain from the Courts' receiving office the following information on the receiving form: Printed and signed name of the person receiving the supplies; date and time of receipt; and phone number of the receiver.

SECTION E - INSPECTION AND ACCEPTANCE

E. INSPECTION OF SUPPLIES

E.1. Initial inspection of all supplies furnished by the Contractor shall be made at the point of receipt by The Courts' personnel authorized to receive supplies and materials. The Courts will check for proper quantities, correct items, conforming packaging and marking, and any patent defect(s) or damage. Initial inspection and acceptance does not waive The Courts' right to further inspect items after distribution and opening. All deliveries will be inspected within 7 business days to insure receipt of the quantity and quality of items ordered.

E.2. Items found to be substandard, damaged, or in any way misrepresented by the Contractor, shall be picked up by the Contractor within two (2) business days following notification by The Courts. Contractor shall replace any substandard, damaged, or misrepresented items within two (2) business days of notification by the COTR.

E.3. If the Contractor fails to remove, replace, or correct rejected supplies, then The Courts may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or (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.

SECTION F - DELIVERIES AND PERFORMANCE

F.1. **TERM OF CONTRACT**.

The term of the contract will be one year from date of award. The date of award shall be the date the Contracting Officer signs the contract document.

F.1.2. **OPTION TO EXTEND THE TERM OF THE CONTRACT**

The Courts may extend the term of this contract for a period of four (4) one (1) year option periods, or a 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 thirty (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 thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.1.3. The price for the option period shall be as specified in the contract.

F.1.4. The total duration of this contract including the exercise of any options under this clause shall not exceed five (5) years.

F.2. **DELIVERABLES**

F.2.1. The Contractor shall furnish office supplies, materials, equipment, and employees required to meet and perform the requirements of this Contract. This includes, but is not limited to all necessary customer service, administrative, clerical, and delivery personnel required to insure the prompt and expeditious performance of this Contract.

F.2.2. The Contractor shall furnish a minimum of fifty (50) of its most recent commercial catalogs and price list(s) within two (2) business days of Contract award. Catalogs shall be delivered to the DC Courts receiving warehouse and shall be supplied at no cost to The Courts

SECTION G -CONTRACT ADMINISTRATION DATA

G.1. PAYMENT/INVOICES

G.1.1 The Courts will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

G.1.2. Payment will be made on or before thirty (30) days after receipt of a proper invoice.

G.2. INVOICE SUBMITTAL

G.2.1 The Contractor shall prepare and submit invoices to the Budget and Finance Division specified in section G.3.1. The Contractor shall submit to the COTR a breakdown of all services performed for review. The COTR shall review each invoice for certification of receipt of satisfactory supplies prior to authorization of payment or in the case of dispute, subject to final determination by the Contracting Officer.

G.2.2 At a minimum, to constitute a proper invoice, the Contractor's invoice shall include the following information:

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

G.2.3. The Contractor shall submit final invoices within thirty (30) days after the expiration of this contract.

G.2.4. The Contractor shall complete and submit Attachment J.9- District of Columbia Courts Release of Claims to the Contracting Officer within thirty (30) days after receipt of final payment.

G.2.3. **PAYMENT OFFICE**

The Contractor shall prepare and submit invoices to:

Accounting Supervisor
Budget and Finance Division
District of Columbia Courts
616 H Street, N.W., Suite 600
Washington, D.C. 20001
202-879-2813

G.3. **AUDITS**

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

G.4. **CONTRACTING OFFICER AND CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

G.4.1. **Contracting Officer:** The District of Columbia Courts' Contracting Officer has the appropriate contracting authority is the only Courts official authorized to contractually bind the Courts through signing contract documents. All correspondence to the Contracting Officer shall be forwarded to:

Louis W. Parker
Administrative Officer
Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 616
Washington, D.C. 20001

G.4.2. **Contracting Officer's Technical Representative (COTR):** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's performance or non-performance of the contract requirements. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract. The COTR (s) shall be:

Rhonda Horton
Office Services Supervisor
Administrative Services Division
District of Columbia Courts
616 H St. NW
Washington, D.C. 20001
Telephone Number: (202) 879-4244
Rhonda.horton@dcsc.gov

Amber Summerlin
Contract Specialist
Procurement & Contracts Branch
Administrative Services Division
District of Columbia Courts
616 H St. NW
Washington, D.C. 20001
Telephone Number: (202) 879-2838
Amber.Summerlin@dcsc.gov

G.5 **AUTHORIZED REPRESENTATIVE OF THE CONTRACTING OFFICER**

G.5.1. The COTR will have the responsibility of ensuring that the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in this contract. It is understood and agreed that the COTR shall not have authority to make changes in the scope or terms and conditions of the contract.

G.5.2 **THE RESULTANT CONTRACTOR IS HEREBY FOREWARNED THAT ABSENT THE REQUISITE AUTHORITY OF THE COTR TO MAKE ANY SUCH CHANGES, CONTRACTOR MAY BE HELD FULLY RESPONSIBLE FOR ANY CHANGES NOT AUTHORIZED IN ADVANCE, IN WRITING, BY THE CONTRACTING OFFICER, MAY BE DENIED COMPENSATION OR OTHER RELIEF FOR ANY ADDITIONAL WORK PERFORMED THAT IS NOT SO AUTHORIZED, AND MAY BE ALSO BE REQUIRED, AT NO ADDITIONAL COST TO THE COURTS, TO TAKE ALL CORRECTIVE ACTION NECESSITATED BY REASON OF THE UNAUTHORIZED CHANGES.**

SECTION H - SPECIAL CONTRACTS REQUIREMENTS

H.1. CONTRACTOR MANAGEMENT RESPONSIBILITY

H.1.1. The Contractor shall appoint an Account Manager who will be the Contractor's Authorized Representative for technical and administrative performance of all services required hereunder. The Account Manager shall provide the single point of contact through which all Contractor/Court communications, work and technical direction shall flow.

H.1.2. The Contractor shall immediately notify the Contracting Officer in writing in the event that the Account Manager changes during the term of this Contract.

H.2. OTHER CONTRACTORS

H.2.1. 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.3. DISCLOSURE OF INFORMATION

H.3.1. 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.3.2. 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.3.3. 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.3.4. 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.

PART II
SECTION I - CONTRACT CLAUSES

I.1. APPLICABILITY OF GENERAL PROVISIONS APPLICABLE TO THE COURTS CONTRACTS

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

I.2. RESTRICTION ON DISCLOSURE AND USE OF DATA

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

I.3. DISPUTES

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

I.4. EXAMINATION OF BOOKS AND RECORDS

The Contracting Officer or any of the Contracting Officer's duly authorized representatives shall, until three years after final payment, have the right to examine any directly pertinent books, documents, papers and record of the Contractor involving transactions related to the contract.

I.5. RECORD KEEPING

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

I.6. NON-DISCRIMINATION

I.6.1 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 PROTEST

I.7.1. Any aggrieved person may protest this solicitation, award or proposed contract award in accordance with Chapter 8 of the Procurement Guidelines of the District of Columbia Courts. Protest shall be filed in writing, within ten (10) working days after the basis of the protest is known (or should have been known); whichever is earlier with the Contracting Officer at:

Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 616
Washington, D.C. 20001

I.7.2. A protest shall include the following:

a. Name, address and telephone number of the protester;

b. Solicitation or Contract number;

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

d. Request for a ruling by the Contracting Officer; and

e. Statement as to the form of relief requested.

I.8. INSURANCE

I.8.1. **General Requirements**: 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 Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with Ten (10) days prior written notice in the event of non-payment of premium. The Contractor must submit to the Contracting Officer a certificate of insurance as evidence of compliance within ten (10) calendar days after request.**

a. General Liability Insurance. The Contractor shall provide bodily injury liability insurance coverage of at least $500,000.00 per occurrence.

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b. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide coverage of at least $200,000.00 per person and $500,000 per occurrence for bodily injury and $20,000.00 for property damage.

c. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance covering all of its employees working in conjunction with the performance of this contract. Contractor agrees to comply at all times with applicable Federal and District of Columbia workers' compensation and occupational disease statutes.

I.8.2. **Duration:** The Contractor shall carry all required insurance until all contract work is accepted by the Courts, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.

I.8.3. **Liability:** These are the required minimum insurance requirements established by the Courts. However**,** the required minimum insurance provided above will not in any way limit the Contractor's liability under this Contract.

I.8.4. **Contractor's Property:** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia Courts.

I.8.5. **Measure of Payment:** The Courts shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

I.8.6. **Notification:** The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.

I.8.7. **Certificates of Insurance:** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Louis W. Parker
Contracting Officer
Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 616
Washington, D.C. 20001
Louis.Parker@dcsc.gov

I.8.8. **Disclosure of Information**: The Contractor agrees that the Courts may disclose the name and contact information of its insurers to any third party which presents a claim against the Courts for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract

I.9. CANCELLATION CEILING

I.9.1. In the event of cancellation of the contract because of non appropriation for any fiscal year after fiscal year 2014, there shall be a cancellation ceiling of zero dollars representing reasonable preproduction and nonrecurring costs, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

I.10. GOVERNING LAW

I.10.1. This Contract, and any disputes arising out of or related to this Contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

PART III

LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS AND APPENDIX

J.1.	**General Provisions Applicable to D.C. Courts Contracts**
J.2.	**Anti-Collusion Statement**
J.3.	**Ethics in Public Contracting**
J.4.	**Non-Discrimination**
J.5.	**Certification of Eligibility**
J.6.	**Tax Certification Affidavit**
J.7.	**Certification Regarding a Drug-Free Workplace**
J.8.	**District of Columbia Courts Release of Claims**
J.9.	**Past Performance Evaluation**
J.10.	**Price Schedule- Core and Non-Core Office Supplies**

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 though 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 V
REPRESENTATIONS AND INSTRUCTIONS

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 METHOD OF AWARD

L.1.1. The Courts reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.

L.1.2. The Courts intends to award a single contract resulting from this solicitation to the responsive and responsible bidder whose bid meets the requirements set forth in this solicitation, and is the total lowest bid price.

L.2. PREPARATION AND SUBMISSION OF BIDS

L.2.1. **Bidders shall submit one (1) signed original and one (1) electronic (PDF) signed copy of the bid.** Additionally, bidders shall submit **Attachment J.10.** electronically as an excel spreadsheet. 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. Bidders shall submit all pages of the Invitation for Bids (IFB), all attachments, and all documents containing the bidder's bid.

L.2.2. The bidder shall submit his/her bid in a sealed envelope conspicuously marked as follow:

Name and Address of the Bidder
Solicitation Number: DCSC-13-IB-0033
Caption: *Office Supplies*
Solicitation Closing Date: 9/25/2013
Solicitation Closing Time: 12:00PM

L.2.3. The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.

L.2.4. The Courts may reject as non-responsive any bid that fails to conform in any material respect to the solicitation.

L.2.5. The Courts may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.

L.2.6. The bidder must bid on all items listed in the attached Price Schedule – Core and Non-Core Office Supplies spreadsheet (Attachment J.10.) to be considered for this award. Failure to bid on all items in section and the attached Price Schedule will render the bid non-responsive and disqualify a bid.

L.2.7. **Bids shall be mailed and/or hand delivered to the following address**:

Bids/Offers shall be **mailed** to the following address:

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

Bids/Offers shall be **hand delivered** to the following address:

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

Bids/Offers shall be **electronically mailed** to the following address:

Amber.Summerlin@dcsc.gov

L.3. CONFIDENTIALITY OF SUBMITTED INFORMATION

L.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:

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

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

L.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.4. **BID PRICE**

L.4.1. The bid price must be submitted using the attached Price Schedule – Core and Non-Core Office Supplies spreadsheet (Attachment J.10.) format provided in this solicitation. The **bidder**'s price bid shall become a part of the awarded contract. The **bidder**'s price bid shall include all costs for the required items/services and delivery.

L.5. **BID SUBMISSION DATE AND TIME, LATE SUBMISSION, MODIFICATIONS, AND WITHDRAWALS**

L.5.1. Bids shall be submitted no later than the date and time specified in the solicitation. Bids, modifications to bids, or requests for withdrawal that are received in the designated Courts office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

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

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

c. The bid is the only bid received.

L.5.2. The only acceptable evidence to establish the date of a late bid, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian

Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown in the postmark, the bid shall be considered late unless the **bidder** can furnish evidence from the postal authorities of timely mailing.

L.5.3. A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

L.5.4. A late modification of a successful bid which makes its terms more favorable to the Courts shall be considered at any time it is received and may be accepted.

L.5.5. A late bid, late modification or late withdrawal of **bid** that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful bids resulting from this solicitation.

L.6. QUESTIONS

L.6.1. Questions concerning this Invitation for Bids must be directed in **writing** to:

Amber Summerlin, Contract Specialist
Procurement and Contracts Branch
Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 612
Washington, D.C. 20001
Telephone Number: (202) 879-2838
Facsimile Number: (202) 879-2835
Email: Amber.Summerlin@dcsc.gov

L.6.2. For further information on submission of questions, please refer to section L.7. of this solicitation.

L.7. EXPLANATION TO PROSPECTIVE BIDDERS

L.7.1. **Any prospective bidder desiring an explanation or interpretation of this solicitation must request it in writing at least five (5) days prior to the bid receiving date**. Requests should be directed to the procurement contact person at the address listed in Section L.7. Any substantive information given to a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to any other prospective bidders. Oral explanations or instructions

given before the award of the contract will not be binding.

L.8. CANCELLATION OF AWARD

L.8.1. The District of Columbia Courts reserve the right, without liability to the Court, to cancel the award of any contract at any time prior to the approval of a formal written contract signed by the Executive Officer and Administrative Officer of the District of Columbia Courts.

L.9. OFFICIAL BID

L.9.1. Bids signed by an agent shall be accompanied by evidence of that agent's authority unless that evidence has been previously furnished to the Contracting Officer.

L.10. CERTIFICATIONS, AFFIDAVITS AND OTHER SUBMISSIONS

L.10.1. Bidders shall complete and return with their proposal Page 1 Solicitation, Bid and Award For Supplies and Services; Pages 2 through 5 Representations, Certifications, and Acknowledgments; any Amendment(s); and Attachment J.2 - Tax Certification Affidavit. All these documents shall be submitted under Volume II – Price Proposal, Tab B.

L.11. RETENTION OF BIDS

L.11.1. All proposal documents shall be the property of the District of Columbia Courts and retained by the Courts, and therefore will not be returned to the bidders. One (1) copy of each proposal shall be retained for official files and will become a public record after the award and open to public inspection. It is understood that the proposal 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.3.

L.12. PUBLIC DISCLOSURE UNDER FOIA

L.12.1. Trade secrets or proprietary information submitted by a bidder in connection with procurement shall not be subject to public disclosure under the District of Columbia Freedom of Information Act (FOIA). This Act is not applicable to the Court. However, the bidder must invoke the protection of this section prior to or upon submission of the data or other materials; must identify the specific area or scope of data or other materials to be protected; and state the reasons why protection is necessary. A blanket proscription that the bidder's entire proposal is proprietary will have no effect whatsoever.

L.13. EXAMINATION OF SOLICITATION

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

L.14. ACKNOWLEDGMENT OF AMENDMENTS

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

L.15. RIGHT TO REJECT BIDS

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

L.16. BID PREPARATION COSTS

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

L.17. PRIME CONTRACTOR'S RESPONSIBILITIES

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

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

L.18. CONTRACT TYPE

L.18.1. This is a **fixed price indefinite- delivery indefinite- quantity** contract.

L.19. FAILURE TO RESPOND TO SOLICITATION

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

L.20. SIGNING BIDS AND CERTIFICATIONS

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

L.21. ERRORS IN BIDS

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

L.22. ACCEPTANCE PERIOD

L.22.1. The Bidder agrees to keep its bid open for a period of one hundred and twenty (120) days from the date specified for the submission of bids.

PART VI
SECTION M - EVALUATION FACTORS

M.1 PROSPECTIVE CONTRACTOR'S RESPONSIBILITY

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

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

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

c. A satisfactory record of performance;

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

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

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

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

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

M.1.3. The Courts intend to award a contract from this solicitation based on price and price related factors.