

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

**ISSUED BY:** DISTRICT OF COLUMBIA COURTS  
ADMINISTRATIVE SERVICES DIVISION  
PROCUREMENT AND CONTRACTS BRANCH  
616 H STREET, N.W., Suite 612  
WASHINGTON, D.C. 20001

**DATE ISSUED:** September 6, 2010  
**OPENING DATE:** September 14, 2012  
**OPENING TIME:** 2:00 P.M.

**SOLICITATION NUMBER:** DCSC-12-IB-0063

**CLOSING DATE:**  
**CLOSING TIME:**

**OFFER/BID FOR:** Courtroom Technology and Audio Equipment

**MARKET TYPE:** OPEN

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

The undersigned offers and agrees that, with respect to all terms and conditions accepted by the Courts under "AWARD" below, this offer and the provisions of the RFP/IFB will constitute a Formal Contract.

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

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

CONTRACT NO. \_\_\_\_\_ AWARD AMOUNT \$ \_\_\_\_\_

ACCEPTED AS TO THE FOLLOWING ITEMS:

DISTRICT OF COLUMBIA COURTS

BY: \_\_\_\_\_  
CONTRACTING OFFICER

CONTRACT PERIOD: \_\_\_\_\_

\_\_\_\_\_ AWARD DATE

**All written communications regarding this solicitation should be addressed to the Contracting Officer and should be directed by e-mail to Jeffrey Washington, Contract Specialist at [jeffrey.washington@dcsc.gov](mailto:jeffrey.washington@dcsc.gov).**

This solicitation is **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:

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

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

**2. WALSH-HEALY ACT**

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

(a) Regular Dealer

- ( ) The Bidder is a Regular Dealer pursuant to Clause 28 of the District of Columbia Courts General Contract Provisions.
- ( ) The Offeror 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 29 of the District of Columbia Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

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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.

**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 principles in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above:

\_\_\_\_\_ (insert full name or person(s) in the organization responsible for determining the prices offered in this 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. 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: \_\_\_\_\_

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 FEDERAL TAX IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER.**

## SECTION B - SUPPLIES OR SERVICES AND PRICE/COST

- B.1 The District of Columbia Courts (the Courts) is seeking a service provider(s) to provide audio, video equipment and accessories. This equipment will be used to replace or enhance existing equipment.
- B.2 The Courtroom Technology Branch of the Information Technology Division of the District of Columbia Courts (the Courts) is responsible for providing mobile audio and video technology for courtrooms, hearing rooms and conference rooms that is functioning properly provides visual clarity, clear audio and has the ability to be recorded cleanly. Over the past year the Courtroom Technology Branch and the Courts audio visual consultant tested and piloted various makes and models of video and audio equipment to determine which brands would be compatible with the current equipment and any future equipment used by the Courtroom Technology Branch on all campuses.

The unique mix of existing equipment, architectural structure of the buildings and future construction projects coupled with the need to provide superb quality audio visual services for the Courts, require the Courts to procure the equipment listed below. The products listed have been selected based on evaluation criteria and expert recommendation by the Courts audio visual consultant and any substitutions must be equal to the specified equipment listed below and is subject to approval the Courts prior to award.

- B.3 The bidder shall submit a price for the items specified below in CLIN NO. 1 -40 and in accordance with Section C, Scope of Services, of this Competitive Sealed for Bid (CSB).

**PRICE SCHEDULE**

The service provider(s) shall provide the following equipment:

<u>CLIN</u>	<u>Description</u>	<u>Make/Model</u>	<u>QTY</u>	<u>PRICE</u>	<u>TOTAL</u>
1	HD Compact Flash Camcorder	Canon XF 305	4		
2	Camcorder Remote Control	Canon ZR-2000	2		
3	Camcorder Spare Batteries	Canon BP-975	7		
4	Camcorder Stereo Room Microphone	Audio Technical AT8022	4		
5	Camcorder Tripod Adapter	Canon TB-1	4		
6	Camcorder Stereo Microphone	Audio Technical AT8022	4		
7	Microphone Stand with Boom	Konig and Meyer 210/9	4		
8	50 foot microphone cable	Whirlwind MK450	4		
9	25 foot microphone cable	Whirlwind MK420	4		
10	Camcorder Tripod Stand	Zeikos ZE-TR101A	4		
11	Camcorder Wide Angle Adapter	Canon WA-H82	2		
12	Camcorder 32 GB Compact Flash Card	SanDisk Extreme 32 GB Compact Flash Card	16		
13	Camcorder Case	Kata CC-193	4		

<b><u>CLIN</u></b>	<b><u>Description</u></b>	<b><u>Make/Model</u></b>	<b><u>QTY</u></b>	<b><u>PRICE</u></b>	<b><u>TOTAL</u></b>
14	Choir Microphones	Earthworks Flex Wand FW730	6		
15	Compact Speakers	DB Martin DD6	8		
16	Accessories	Genuine Apple iPad 10W USB Power Adapter, Apple HDMI Cable Adapter For iPad, Apple Mini Display Port to DVI Adapter, Apple Mini DisplayPort to VGA Adapter, Kanex ATB Pro HDMI to VGA Adapter and Audio Support, Apple VGA Adapter, Apple TV, MIC Studio Quality USB Microphone for MAC	1		
17	Digital Camera	Sony Cybershot DCS-HX200V	1		
18	Digital Signal Processor	QSC DSP-30	1		
19	Dual Purpose Easel	Da-Lite D-305	6		
20	Document camera and case	Lumens PS760	4		
21	DVD / Blue Player	Samsung BD-E5700	12		
22	Software	Avid Pro Tools 10 + Mbox - High Performance Pro Tools Studio Bundle, Adobe acrobat Pro Software for MAC, Adobe Acrobat Pro for Windows, Microsoft Office for MAC Home and Business Edition 2011, NCH Essential Video Tools Suite,	1		
23	Scanner	Fujitsu S1500 ScanSnap ADF Scanner	2		
24	HD-SDI Distribution Amp	AJA HD10DA	2		

<b>CLIN</b>	<b>Description</b>	<b>Make/Model</b>	<b>QTY</b>	<b>PRICE</b>	<b>TOTAL</b>
25	HD-SDI to HDMI Converters	Black Magic Design HD-SDI to HDMI Converter	20		
26	LCD Stands	Peerless SR1M	13		
27	LCD TV	LG55LS5700	12		
28	Microphones and Cables	50FT SVGA Monitor Cable with stereo audio, 15 ft. surge suppressors with 7 outlets, Neutrik NA4LJX Speakon to 1/4" TS Female Adapter, 100 foot XLR 3 pin male to XLR 3 pin male, 100 foot XLR 3 pin male to 1/4" stereo microphone cable, 100 foot XLR 3 pin female to 1/4" stereo microphone cable, 100 foot 1/4 " stereo to 1/4" stereo microphone cable, Audio Technics AT2020, AKG CK31, AKG GN15, AKG GN 30	1		
29	Hybrid Mixer	Midas Venice F32	1		
30	5 port Gig Ethernet Switches	Netgear 5-Port Gigabit Desktop Switch	6		
31	Power Amplifiers	QSC PLC2 PLX1804	4		
32	Projectors and supplies	Epson Powerlite 4300 and Da-Lite Deluxe Insta-Theatre Portable Projection Screen	3		
33	Speaker Stand Bags	Compatible for K&M 21440 Speakers	10		
34	Speaker Stands	K&M 21440	10		
35	Toshiba DVR620 DVD Recorder/VCR Combo	Toshiba DVR620 DVD Recorder/VCR Combo	1		
36	Video Switcher	ATEM 1 M/E Production Switcher	1		

<u>CLIN</u>	<u>Description</u>	<u>Make/Model</u>	<u>QTY</u>	<u>PRICE</u>	<u>TOTAL</u>	
37	Wireless Mic Sets	Sennheiser EW135G3, EW172G3 and MKE 2 Gold	4			
38	Wireless Presenters	Kensington Presenter Pro with Green Laser	12			
39	Shredder		2			
40	Wireless Audio Teleconferencer	Polycom® SoundStation2W™ DECT™ 6.0 Wireless Expandable Conferencer with Extension Microphones	2			
<b>TOTAL BID PRICE</b>					<b>\$</b>	<b>\$</b>

**SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**C. STATEMENT OF WORK**

- C.1 Vendor shall furnish and deliver the equipment referenced in section B.
- C.2 In the event that the lowest responsible bidder cannot deliver in a timely fashion, the Courts reserve the right to go to the next lowest qualified bidder.

**SECTION D - PACKAGING AND MARKING**

## SECTION E - INSPECTION AND ACCEPTANCE

- E.1 INSPECTION OF SERVICES
- E.1.1 DEFINITIONS: "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- E.1.2 The Vendor shall provide and maintain an inspection system acceptable to the District of Columbia Courts covering the services furnished under this contract. Complete records of all inspection work performed by the Vendor shall be maintained and made available to the Courts during contract performance and for as long as the contract requires.
- E.1.3 The Courts has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Courts shall perform inspections and test in a manner that will not unduly delay the work.
- E.1.4 If the Courts perform inspections or test on the premises of the Vendor or subcontractor, the Vendor shall furnish, and shall require subcontractors to furnish, at no increase in the contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- E.1.5 If any of the services do not conform to the contract requirements, the Courts may require the Vendor to perform the services again in conformity with the contract requirements, at no increase in the contract amount. When the defects in services cannot be corrected by reperformance, the Courts may (1) require the Vendor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.
- E.1.6 If the Vendor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity with the contract requirements, the Courts may (1) by contract or otherwise, perform the services and charge to the Vendor any cost incurred by the Courts that is directly related to the performance of such service or (2) terminate the contract for default.

## SECTION F - DELIVERIES AND PERFORMANCE

### F.1 **Deliverables:**

All Deliverables shall be in a form and manner acceptable to the Courts. The Vendor shall provide to the Contract Officer's Technical Representative (COTR) the deliverables specified below within the designated time frame(s):

F.1.1 Inside delivery of all equipment shall be Monday thru Friday between 9:00 am - 3:00 pm. on/or before September 28, 2012.

F.1.2 Equipment shall be delivered to the following location:

DC Courts Warehouse  
6217 Columbia Park Rd.  
Landover Maryland, 20785  
Attn: Jeffrey Banks  
202-879-4861

## SECTION G -CONTRACT ADMINISTRATION DATA

### G.1 **Payment/Invoices:**

G.1.1 The Vendor shall submit to the Contract Officer's Technical Representative (COTR) a breakdown of all charges for equipment and services performed. The COTR shall review each invoice for certification of receipt of equipment and satisfactory services prior to authorization of payment

G.1.2 At a minimum, to constitute a proper invoice, the Vendor's invoice shall include the following information:

- a. Name and address of the Vendor;
- b. The contract number and Contract Order number;
- c. Invoice date;
- d. Description, quantity, unit of measure, and extended price of the services of supplies actually rendered;
- e. Date the services or supplies were rendered;
- f. Shipping & payment terms;
- g. Name and address of the Vendor 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 Vendor's Electronic Fund Transfer (EFT) routing identification (bank name and code, account number) or the Vendor'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; and
- j. Signature of a person so authorized to certify that the services or supplies were provided as stated.

G.1.3 The Vendor shall prepare invoices in duplicate and submit them to the Financial Operations Division and the COTR.

### G.2 **Billing/Payment**

G.2.1 Payment to the Vendor for services satisfactorily performed will be made by the Courts once the Vendor's certified invoice has been approved by the COTR, or in the case of a dispute, subject to final determination by the Contracting Officer.

### G.3 **Audits:**

G.3.1 At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Vendor'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 Vendor by the Courts and a discrepancy of overpayment is found, the Courts will be reimbursed for said overpayment within thirty (30) days after written notification.

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

G.4.1 **CONTRACTING OFFICER:** The District of Columbia Superior Court Contracting Officer who has the appropriate contracting authority is the only 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

G.4.2 **CONTRACT OFFICER TECHNICAL REPRESENTATIVE (COTR):** is responsible for general administration of the contract and advising the Contracting Officer as to the Vendor'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, including consulting with technical staff of the Courts' Research and Development Division for review of all deliverables prior to acceptance. The COTR shall be:

Norma Thompson  
Branch Supervisor  
IT Division  
Moultrie Courthouse  
District of Columbia Courts  
Telephone Number: (202) 879-1278

G.5 **THE RESULTANT VENDOR IS HEREBY FOREWARNED THAT ABSENT THE REQUISITE AUTHORITY OF THE CONTRACTING OFFICER TECHNICAL REPRESENTATIVE TO MAKE ANY SUCH CHANGES, VENDOR 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 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**

H1. All bidders must bid in aggregate.

## 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.12 Insurance:**

I.12.1 Prior to execution of the contract, the Vendor shall obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the insurance specified below with an insurance company licensed or qualified to do business with the District of Columbia Courts. **All insurance shall set forth the District of Columbia Courts as an additional insured. The policies of insurance shall provide for at least thirty (30) day written notice to the District of Columbia Courts prior to their termination or material alteration. The Vendor must submit to the Contracting Officer a certificate of insurance as evidence of compliance within ten (10) calendar days after request.**

I.12.2 Comprehensive General Liability: Insurance against liability for bodily injury insurance coverage in the amount of at least five hundred thousand dollar (\$500,000) per occurrence.

I.12.3 Workers' Compensation: The Vendor shall carry Workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this agreement and the Vendor agrees to comply at all times with the provisions of the Workers Compensation Laws of the District.

I.12.4 Comprehensive Automobile Liability Insurance (applicable to owned, non-owned and hired vehicles): The Vendor shall carry comprehensive automobile liability insurance applicable to owned, non-owned, and hired vehicles against liability for bodily injury and property damage in an amount not less than that required by law of the District's Compulsory/No-Fault Vehicle Insurance Act of 1982, as amended.

### **I.13 Cancellation Ceiling**

I.13.1 In the event of cancellation of the contract because of non-appropriation for any fiscal year after fiscal year 2012, 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.

## **LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

### **SECTION J - LIST OF ATTACHMENTS**

- J.1            General Provisions Applicable to D.C. Courts Contracts**
- J.2            Anti-Collusion Statement**
- J.3            Ethics in Public Contracting**
- J.4            Non-Discrimination**
- J.5            Certification of Eligibility**
- J.6            Tax Certification Affidavit**
- J.7            Certification Regarding a Drug-Free Workplace**

**REPRESENTATIONS AND INSTRUCTIONS**

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

**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-12-IB-0063*

*Caption: Printing and Delivery of Court Envelopes, Lettered, Stationary, Labels, Cards and Court Forms.*

*Bid Opening Date & Time: September 14, 2012, at 2:00 p.m.*

L.1.3 **Bidders submitting their proposals by mail must mail their proposals to the following address:**

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

L.1.4 **Bidders submitting their proposals by hand delivery/courier services must hand deliver their proposals to the following address:**

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

**L.2 Bid Price**

L.1.2 The bid price must be submitted using the format provided in Section "B" of this CSB. The price furnished by the **bidder** shall be itemized for the equipment set

forth in Section C. 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 equipment.

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

- L.3.1 Bids shall be submitted no later than the date and time specified in the solicitation. Bids, modifications to bids, or requests for withdrawal that are received in the designated Courts office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:
- L.3.2 The bid or modification was sent by registered or certified mail no later than the fifth (5th) calendar day before the date specified for receipt of bids;
- L.3.3 The bid or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the Courts after receipt; or
- L.3.4 The bid is the only bid received.
- L.3.5 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.3.6 A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.
- L.2.7 A late modification of a successful bid which makes its terms more favorable to the Courts shall be considered at any time it is received and may be accepted.
- L.3.8 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 CSB.

**L.4 Explanation to Prospective Bidders:**

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

Jeffrey Washington, Contract Specialist  
Procurement and Contracts Branch  
Administrative Services Division  
District of Columbia Courts  
E-mail address: [jeffry.washington@dscs.gov](mailto:jeffry.washington@dscs.gov)  
Telephone Number: (202) 879 -7574

L.4.2 **Any prospective bidder desiring an explanation or interpretation of this solicitation must request it by e-mail by the close of business on September 11, 2012.** Requests should be directed to the procurement contact person at the address listed in Section L.4.1. 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.5 Changes to the CSB:**

L.5.1 The terms and conditions of this CSB may only be modified by written addenda issued by the Contracting Officer, any oral representations to the contrary notwithstanding.

**L.7 Contract Award:**

L.7.1 **A CONTRACT WILL BE AWARDED TO THE RESPONSIBLE AND RESPONSIVE BIDDER WHOSE BID MEETS THE REQUIREMENTS SET FORTH IN THIS CSB AND IS THE TOTAL LOWEST BID PRICE.**

L.7.2 **PROSPECTIVE BIDDERS MUST BID IN AGGREGATE TO BE CONSIDERED FOR AWARD.**

**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 **bid** the Representations and Certifications Attachment J.2 - Anti-Collusion Statement, Attachment J.4 - Non-Discrimination, J.5 - Certification of Eligibility, J.6 - Tax Certification Affidavit and J.7 - Certification of a Drug-Free Workplace).

**L.11 Retention of Bids**

L.11.1 All bid 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 bid 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 bid will become a part of the official file on this matter without obligation on the part of the Courts except as to the disclosure restrictions contained in Section L.1.3.

**L.12 Public Disclosure under FOIA:**

L.12.1 Trade secrets or proprietary information submitted by a 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 bid is proprietary will have not 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 bid; 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 reserves the right to reject, in whole or in part, any and all bids received as the result of this **CSB**.

**L.16 Bid Preparation Costs**

L.16.1 Each bidder shall bear all costs it incurs in providing responses to this **CSB** 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 Failure to Respond to Solicitation:**

L.17.1 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.18 Signing Bids and Certifications:**

L.18.1 Each bidder 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 Vendor 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, followed by 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.19 Errors in Bids:**

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

**L.22 Authorized Negotiators**

L.22.1 The bidder shall include in its bid a statement indicating those persons authorized to negotiate on the bidder's behalf with the District of Columbia Courts in connection with this Request for bids: (list names, titles, and telephone numbers of the authorized negotiators). 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.

**SECTION M - EVALUATION FACTORS**

END SOLICITATION