

**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., ROOM 612
WASHINGTON, D.C. 20001

DATE ISSUED: 09/15/2016

OPENING DATE: 09/23 /16
OPENING TIME: 2:00 P.M.

SOLICITATION NUMBER: DCSC-16-FS-0082

CLOSING DATE:
CLOSING TIME:

OFFER/BID FOR: On-Site Document Scanning, Digitizing
and Indexing Services

MARKET TYPE: GSA Schedule Contractors Only

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

The undersigned offers and agrees that, with respect to all terms and conditions accepted by the Courts under “AWARD” below, this offer and the provisions of the RFP/IFB will constitute a Formal Contract.	
OFFEROR Name: Street: City, State: Zip Code: Area Code & Telephone Number:	Name and title of Person Authorized to Sign Offer: (Type or Print)
	Signature _____ Date: _____ (Seal)
	Impress Corporate Seal Corporate _____ (Seal) (Secretary) _____ (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.

REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS

1. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

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

2. PAYMENT IDENTIFICATION NO.

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

Please list below applicable contractor information:

Federal Tax Identification Number: _____

Or

Social Security Number: _____

Dun 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) intend to award a contract to a single GSA Schedule Contractor who shall be responsible for providing on-site paper document scanning, digitizing and indexing services for case files located in the Moultrie Courthouse 500 Indiana Ave. N.W., Washington DC 20001 and District of Columbia Court of Appeals Historic Courthouse 430 E Street, NW, Suite 209B Washington, D.C. 20001. The goal is to manage and maintain the integrity of our case file documents while reducing the amount of storage space.
- B.2 The offeror shall submit a price for the Base Year and all Option Years for the services specified below in Sections B.4 – B.8 and in accordance with Section C, Scope of Services, of this solicitation. Since it is impossible to predetermine the exact quantity of services required during the contract term and any extension thereof. The amount stated in the solicitation are estimates based upon the best knowledge of the Court. Lesser amount than specified in the solicitation may be needed as determined by the Court needs during the term of this contract or any extension thereof. The Court does not guarantee that the maximum amounts will actually be required.
- B.3 **A contract will be awarded to the responsible and responsive offeror whose bid meets all the requirements set forth in this solicitation and is the total lowest bid price. The offeror shall submit a price for the items(s) specified below.**

B.4 BASE YEAR:

CLIN NO.	Description	Minimum Qty	Max Qty	Unit Per Page	Unit Price	Min Total	Max Total
1	Preparation of Documents Scanning—Entire File including docket entries and inserts Scan Documents, Create Electronic Images and Perform Quality Review Manual entry	200,000	1,000,000	ea	\$	\$	\$

B.5 OPTION YEAR ONE:

CLIN NO.	Description	Minimum Qty	Max Qty	Unit Per Page	Unit Price	Min Total	Max Total
1	Preparation of Documents Scanning—Entire File including docket entries and inserts -Scan Documents, Create Electronic Images and Perform Quality Review- Manual entry	5,000	500,000	ea	\$	\$	\$

B.6 OPTION YEAR TWO:

CLIN NO.	Description	Minimum Qty	Max Qty	Unit Per Page	Unit Price	Min Total	Max Total
1	Preparation of Documents Scanning—Entire File including docket entries and inserts - Scan Documents, Create Electronic Images and Perform Quality Review - Manual entry	5,000	500,000	ea	\$	\$	\$

B.7 OPTION YEAR THREE:

CLIN NO.	Description	Minimum Qty	Max Qty	Unit Per Page	Unit Price	Min Total	Max Total
1	Preparation of Documents Scanning—Entire File including docket entries and inserts -Scan Documents, Create Electronic Images and Perform Quality Review Manual entry	5,000	500,000	ea	\$	\$	\$

B.8

OPTION YEAR FOUR:

CLIN NO.	Description	Minimum Qty	Max Qty	Unit Per Page	Unit Price	Min Total	Max Total
1	Preparation of Documents Scanning—Entire File including docket entries and inserts – Scan Documents, Create Electronic Images and Perform Quality Review Manual entry	5,000	500,000	ea	\$	\$	\$

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C. STATEMENT OF WORK

C.1 The Contractor shall (1) digitize and index all files in the JM-300 High Density Filing Unit. The Contractor shall be responsible for providing on-site paper document scanning, digitizing and indexing services for case files located in the Court's Moultrie Courthouse and District of Columbia Court of Appeals. The goal is to manage and maintain the integrity of Courts' case file documents while reducing the amount of storage space.

C.2 CONTRACTOR RESPONSIBILITIES

C.2.1 The prospective Contractor shall utilize the Court's equipment to digitize and index all files in the JM-300 high density filing unit.

C.2.2 The Contractor shall provide on-site scanning at DC Courts. Once the documents have been scanned and indexed, the Contractor shall be responsible for inspecting the quality of all images and indexed information delivering the image files the COTR on a biweekly basis.

C.3 PRODUCTION SCHEDULE

C.3.1 Based on the total digitization effort, the Contractor shall submit a production schedule containing the following information:

C.3.1.1 Production rate per time interval (e.g. daily, weekly, or monthly)

C.3.1.2 Number and frequency of batches per time interval

C.3.1.3 Contractor turnaround time

C.3.1.4 Inspection and re-work schedule

C.3.2 Contractor shall participate in status meetings, at least on a bi-weekly basis. Also, the Contractor should supply on a weekly basis the following:

C.3.2.1 Formal reports on progress (schedule update, etc.)

C.3.2.2 Notification of rejected work

C.3.2.3 Re-work schedule and

C.3.2.4 Re-inspection

C.3.3 Contractor shall capture and distribute meeting minutes no more than one business day after the meeting.

C.4 Additional items for Preparation and Scanning of Material

C.4.1 For all scanning, the Contractor shall:

- C.4.1.1 Remove staples and other bindings prior to scanning (if applicable).
- C.4.1.2 Remove documents from sealed envelopes when necessary.
- C.4.1.2 Re-staple in the same order after scanning (if applicable).
- C.4.1.3 All pages have to be scanned in order.
- C.4.1.4 The contractor shall be able to handle standard and non-standard paper-sizes.
- C.4.1.5 Communicate to the Courts any discrepancies to the estimated number of pages, or condition of the materials, and accompanying metadata instructions before commencing scanning.
- C.4.1.6 Ensure scanning equipment is free of dust and other distorting particles and that its calibrations are maintain throughout scanning activities.
- C.4.1.7 Select scanning settings for best image capture and record setting if other than 300 dpi.

C.4.2 Scan material:

- C.4.2.1 Maintain proper image orientation (portrait, landscape)
- C.4.2.2 Check for distortions
- C.4.2.3 Inspect for quality
- C.4.2.4 Each image shall be in focus
- C.4.2.5 Each image shall be 300 dpi
- C.4.2.6 Each image shall be de-skewed and centered
- C.4.2.7 Report and discuss any problem encountered with images.

C.4.3 Image and Indexing Quality Review:

- C.4.3.1 Perform quality review, during and after scanning.
- C.4.3.2 Perform quality review during and after indexing.
- C.4.3.3 The successful offeror will provide detail description of their quality review process & standards that will be performed.
- C.4.3.4 When necessary the contractor will re-scan from original.
- C.4.3.5 If the original file is in extremely poor condition, the Contractor should set the file aside in a designated area and notify the Courts promptly for review and consultation with the COTR.
- C.4.3.6 To verify accuracy entering metadata, contractor can notify the Courts

promptly for review and consultation with the COTR.

C.5 DOCUMENTATION

C.5.1 Upon completion of scanned images, the contractor shall provide notes about problem encountered with the individual image. Each note should list the file name of the image and a short description of the problem.

C.5.2 For each image, the contractor shall provide identifying information for quality control such as batch number, date, time, filename and file location.

C.5.3 Contractor should ensure the image provided is capable of being reproduced.

C.6 REPORTS

C.6.1 The Contractor shall provide the COTR with a weekly status report to include at a minimum the following information:

C.6.1 .1 The number of images scanned and indexed;

C.6.1 .2 The number of total pages scanned and indexed;

C.6.1 .3 The project schedule/timeline;

C.6.1 .4 The number and percentage of scanned and indexed images selected for quality assurance review;

C.6.1 .5 The number of pages re-scanned to address quality concerns.

C.7 PRODUCTS AND SERVICES

C.7.1 The contractor shall provide the following:

C.7.1 .1 A description of all their digitization products and services;

C.7.1.2 Describe any additional services it provides, whether free or otherwise; that have not been mentioned within the scope would be available and of value to the Courts;

C.7.1.3 Itemized pricing for all products and services;

C.7.1.4 Describe in detail any alternatives and whether they meet or exceed original items specified;

C.7.1 .5 Describe detailed warranties;

C.7.1 .6 If sub-contractors are to be used the DC Courts must be approved in advance of contract Award.

C.8 UNACCEPTABLE DELIVERABLES

C.8.1 When unacceptable images, metadata, and text converted files are encountered:

- C.8.1.1 Provide detail explanation to contractor of rejection (image errors, incorrect data, blurry image, image quality)
- C.8.1.2 Contractor shall make all the necessary adjustments and reproduce the image/indexing data at their expense to achieve acceptable level of quality to Courts.

C.9 REQUIREMENTS

- C.9.1 All Court case files are stored in a secure office area. The contractor shall perform with the utmost level of confidentiality.
- C.9.1.1 Contractor is to provide no more than four people to perform contracted duties.
- C.9.1.2 Documents must remain in the court house during the conversion process.
- C.9.1.3 The contractor cannot store and/or remove any data outside of the courthouse.
- C.9.1.4 The contractor shall coordinate with the COTR and owners of the documents to properly notify and transfer the copied or scanned images to their files or electronic systems. Communication shall be necessary in order to prevent the loss of important information of the file contents.
- C.9.1.5 The contractor shall index all documents scanned by file date, case number, names of parties and date range in current DC Courts Court View format.
- C.9.1.6 The contractor shall digitize all scanned documents and label according to the case number (chronological order by year), names of parties and date range.
- C.9.1.7 Contractor is to perform a thorough quality assurance inspection of its work product prior to transferring scanned images and indexed information to their files or electronic systems.
- C.9.1.8 Contractor is to provide a proposed timeline defining its approach to project implementation.
- C.9.1.9 The contractor shall (1) digitize and index all proposed case files In the JM-300 High Density Filing Unit, and (2) store the digitized and indexed files into CourtView.

C.10 COURT RESPONSIBILITIES

- C.10.1 The Courts shall provide the computers, scanners and work space.

END SECTION C

SECTION D - PACKAGING AND MARKING

This section is not applicable to this solicitation.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 General Acceptance Criteria

Deliverables shall be accurate in presentation, technical content, dimension and adherence to accepted elements of style. Documents will be reviewed and checked for substance, format, syntax, and grammar.

E.2 INSPECTION OF SERVICES

- (a) “Services” as used in this clause includes (1) Project and contract management; (2) Web Service Development custom software delivery including requirements compliance and source code; (3) all appropriate technical documentation; (3) knowledge sharing with the Courts’ IT staff.
- (b) The Contractor shall provide and maintain documentation of all services provided under this contract. Complete records of all services performed by the Contractor shall be maintained and made available to the Courts during contract performance and for as long afterwards as the contract requires.
- (c) The Courts have the right to review and test all services called for by the contract to the extent practicable during the term of the contract. The Courts will perform reviews and tests in a manner that will not unduly delay the work. The Courts will perform user acceptance test only, while unit, system, and integration testing remains responsibility of the Contractor.
- (d) If any of the services do not conform to the contract requirements, the Courts may require the Contractor to perform these services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by performance, the Courts may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect value of services performed.
- (e) If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity to contract requirements, the Courts may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by the Courts that is directly related to the performance of such services, or (2) terminate the contract for default.

SECTION F – PERFORMANCE AND DELIVERIES

F.1 Term of Contract:

F.1.1 The period of performance for the resulting contract shall be for twelve (12) months from date of contract award. The contract award date shall be the date the Contracting Officer signs the contract document.

F.2 Option to Extend the Term of the Contract:

F.2.1 The Courts may extend the term of this contract for four one (1) year periods, or a fraction, or multiple fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the Courts shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Courts to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the 30-day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

If the Courts exercise this option, the extended contract shall be considered to include this option provision. The exercise of any option under this contract is contingent upon the appropriation of funds for the respective option period. However, the availability of funds does not obligate the Courts to exercise this option.

The offeror shall include in its bid, the **price** for the base year and all option years. Failure to submit **price** for base year and all option years may cause the Courts to exclude your bid from further consideration.

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

F.3 Deliverables:

All Deliverables shall be in a form and manner acceptable to the Courts. The Contractor shall provide to the Contract Officer’s Technical Representative (COTR) the deliverables specified below which will be determined prior to start of work.

F.3.1

	Deliverable	Quantity	Format/Method of Delivery	Due Date	To Whom
1.	Electronic scanning/digitizing of all documents as per SOW, Section C			To be determined prior to start of work	COTR

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 **Payment/Invoices:**

G.1.1 The Contractor shall submit to the Contract Officer's Technical Representative (COTR) a breakdown of all charges for work performed monthly. The COTR shall review each invoice for certification of receipt of satisfactory services prior to authorization of payment. Payments shall be made within 30 days after receipt and approval of invoices.

G.1.2 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 Contract Order number;
- c. Invoice date;
- d. Description, quantity, unit of measure, and pages scanned;
- e. Date the translated forms were delivered;
- 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; and
- j. Signature of a person so authorized to certify that the translated forms were provided as stated.

G.1.3 The Contractor shall submit final invoices within thirty (30) days after the expiration of this contract.

G.2 **Payment Office**

G.2.1 The Contractor shall simultaneously prepare and submit invoices to:

Branch Chief
Financial Operations Branch
Budget and Finance Division
D.C. Courts
616 H Street, N.W., Suite 600
Washington, D.C. 20001
202-879-7574

G.3 Billing/Payment Certification

G.3.1 Payment to the Contractor for services satisfactorily performed shall be made by the Courts once the Contractor'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.4 Audits

G.4.1 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.5 Contracting Officer and Contracting Officer's Technical Representative (COTR)

G.5.1 **Contracting Officer.** The District of Columbia Courts' 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
Washington, D.C. 20001

G.5.2 **Contracting Officer's Technical Representative (COTR):** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's performance or non-performance of the contract requirements. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract.

The COTR for the DC Superior Court shall be:

Jo-Ella Brooks
DC Superior Court
500 INDIANA AVE. NW,
Washington, DC, 20001
202.879- 1299 (ph)

The COTR for the DC Court of Appeals shall be:

Herbert Rouson Jr.
Deputy Clerk of the Court
District of Columbia Court of Appeals
Historic Courthouse

430 E Street, NW, Suite 209B
Washington, D.C. 20001
(202) 879-2722 - Office

G.6 Authorized Representative of the Contracting Officer.

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

G.6.2 THE RESULTANT CONTRACTOR IS HEREBY FOREWARNED THAT ABSENT THE REQUISITE AUTHORITY OF THE COTR TO MAKE ANY SUCH CHANGES, CONTRACTOR MAY BE HELD FULLY RESPONSIBLE FOR ANY CHANGES NOT AUTHORIZED IN ADVANCE, IN WRITING, BY THE CONTRACTING OFFICER, MAY BE DENIED COMPENSATION OR OTHER RELIEF FOR ANY ADDITIONAL WORK PERFORMED THAT IS NOT SO AUTHORIZED, AND MAY BE ALSO BE REQUIRED, AT NO ADDITIONAL COST TO THE COURTS, TO TAKE ALL CORRECTIVE ACTION NECESSITATED BY REASON OF THE UNAUTHORIZED CHANGES.

SECTION H - SPECIAL CONTRACTS REQUIREMENTS

H.1 Other Contractors

The Contractor shall not commit or permit any act which will interfere with the performance of work done by any other Courts Contractor or by any Courts employee. If another contractor is awarded a future contract for performance of the required services, the original contractor shall cooperate fully with the Courts and the new contractor in any transition activities which the Contracting Officer deems necessary during the term of the contract.

H.2 DISCLOSURE OF INFORMATION

H.2.1 Any information made available by the District of Columbia Courts shall be used only for the purposes of carrying out the provisions of this contract, and shall not be divulged nor made known in any manner to any person except as may be necessary in the performance of the contract.

H.2.2. In performance of this Contract, the Contractor agrees to assume responsibility for protection of the confidentiality of Courts records and that all work shall be performed under the supervision of the Contractor or the Contractor's responsible employees.

H.2.3 Each office or employee of the Contractor to whom information may be available or disclosed shall be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions.

H.2.4 No information regarding the Contractor's performance of the contract shall be disclosed by the Contractor to anyone other than the District of Columbia Courts officials unless written approval is obtained in advance from the Contracting Officer.

H.3 SECURITY REQUIREMENTS

H.3.1 The requirement for Contractor personnel to obtain a security clearance as designated by the Contracting Officer may arise per District of Columbia Courts security policies and procedures. The District of Columbia Courts will notify the Contractor of all such requirements as soon as practicable.

H.4 AMERICANS WITH DISABILITIES ACT REQUIREMENTS

H.4.1 The Courts is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all Courts programs, activities and services. Government contractors, subcontractors, contractors, and/or suppliers are subject to this ADA policy. All individuals having any Courts contractual agreement must make the same commitment. Your acceptance of this contract acknowledges your commitment and compliance with ADA.

H.4.2 The technology must comply with the disability nondiscrimination and civil rights requirements of Section 504 of the Rehabilitation Act; the Americans with Disabilities Act and the Americans with Disabilities Act Amendment Act; the U.S. Department of Justice (DOJ) regulations implementing these acts and the DOJ's regulatory agenda as set out in the supplemental advance notice of proposed rulemaking, *Nondiscrimination in the Basis of Disability; Accessibility of Web Information and Services of State and Local Government Entities* (May 9, 2016), or its successor; the U. S. Access Board's Section 508 Standards; **as well as** the World Wide Web Consortium's Web Content Accessibility Guidelines 2.0 (AA conformance level).

SECTION I - CONTRACT CLAUSES

I.1 Applicability of General Provisions Applicable to the D.C. Courts Contracts

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

I.2 Restriction On Disclosure and Use of Data

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

I.3 Ethics in Public Contracting- (RESERVED)

I.4 Disputes

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

I.5 Laws and Regulations

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

I.6 Non-Discrimination

The Contractor agrees that it will comply with the nondiscrimination requirements set forth in D.C. Code, Section 2-1402.11(2001) which will be incorporated into any contract awarded. The Contractor agrees to comply with requests from the Courts to support the Contractor's adherence to this section.

I.7 Examination of Books and Records

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

I.8 Record Keeping

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

I.9 Subcontracts

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

I.10 Protest

I.10.1 Any aggrieved person may protest this solicitation, award or proposed contract award 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:

Louis Parker
Administrative Officer
Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 622
Washington, D.C. 20001

I.10.2 A protest shall include the following:

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

I.10.2.2 solicitation or contract number;

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

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

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

I.11 Debriefing (MAR 2010)

An unsuccessful offeror may request a debriefing by submitting a written request to the Contracting Officer at the address specified in I.10 above within (3) calendar days from the date of receipt of the notification of award.

I.121 **Insurance**

I.12.1 **General Requirements**

The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer giving the evidence of required coverage prior to commencing work under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of that insurer(s) have been provided to and accepted by the Contracting Officer. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed; have either an A.M. Best Company rating of A-VIII or higher. **All insurance shall set forth the District of Columbia Courts as an additional insured. The policies of insurance shall provide for at least thirty (30) day written notice to the District of Columbia Courts prior to their termination or material alteration.** The Contractor shall require all subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) days prior written notice in the event that the stated limits in the declaration page is reduced via endorsement or the policy is cancelled prior to the expiration date shown on the certificate. The Contractor shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

I.12.1.1 Automobile Liability Insurance

The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of the contract. The policy shall provide a \$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

I.12.1.2 Workers' Compensation Insurance

The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

I.12.1.3 Employer's Liability Insurance

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

I.12.2 **Duration**

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

I.12.3 **Liability**

These are the required minimum insurance limits required by the Courts.
HOWEVER THE REQUIRED MINIMUM INSURANCE REQUIREMENTS WILL IN NO WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.

I.12.4 **Measure Of Payment**

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

I.12.5 **Notification**

The Contractor shall immediately provide the Contracting Officer with written notice in the event its insurance has or will be substantially changed, cancelled or not renewed, and provide an updated Certificate of Insurance to the Contracting Officer.

I.12.6 **Certificates Of Insurance**

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

Jeffrey Washington
616 H Street, N.W.
Suite 612
Washington, DC 20001
Phone: 202-879-7574
jeffrey.washington@dcsc.gov

I.12.7 **Disclosure of Information**

The Contractor agrees that the Courts may disclose the name and contact

information of its insurers to any third party which presents a claim against the Courts for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract

I.13 Cancellation Ceiling

I.13.1 In the event of cancellation of the contract because of nonappropriation for any fiscal year after the current fiscal year, there shall be a cancellation ceiling of zero dollars representing reasonable preproduction and nonrecurring costs, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

I.14 Order of Precedence

I.14.1 Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) Supplies and Services or Price/Cost Section (Section B);
- (b) Specifications/Work Statement (Section C);
- (c) Special Contract Requirements (Section H);
- (d) Deliveries and Performance (Section F);
- (e) Contract Clauses (Section I);
- (f) Contract Administration Data (Section G);
- (g) Inspection and Acceptance (Section E); and
- (h) Contract Attachments (Section J) in the order they appear.

I.15 CONTINUITY OF SERVICES

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

(1) Furnish phase-in training; and

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

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in,

phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

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

I.16

Time

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

PART III

LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 DC Courts General Provisions For Use With Courts' Supply & Services

PART IV

REPRESENTATIONS AND INSTRUCTIONS

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 **Bid Submission and Identification**

L.1.1 **RESERVED**

L.1.2 **Each Offeror shall submit one (1) original and one (1) copy of their bid in a sealed bid package. The Offeror shall conspicuously mark on the outside of the bid package the name and address of the Offeror and the following:**

Solicitation Number: DCSC-16-FS-0082

Caption: "On-Site Document Scanning Digitizing and Indexing Service"

Bid Due Date & Time: September 23, 2016, no later than 2:00 P.M, local time.

L.2 **Offerors may submit Bids either by electronic mail, U.S. Postal service mail or by hand delivery/courier services.**

L.2.1 **Offerors submitting their bids by electronic mail must mail their bids to the following address:**

jeffrey.washington@dcsc.gov

Subject line: DCSC-16-FS-0082

L.2.1 **Offerors submitting their bids by mail must mail their bids 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.2.2 **Offerors submitting their bids by hand delivery/courier services must hand deliver their bids to the following address:**

District of Columbia Courts
Administrative Services Division
Procurement and Contracts Branch
Attn: Jeffrey Washington, Contract Specialist

701 7th Street, N.W., Suite 612
Washington, D.C. 20001

L.3 **Questions**

L.3.1 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
616 H Street, N.W., Suite 612
Washington, D.C. 20001
E-mail address: Jeffrey.washington@dcsc.gov

L.4 **Explanation to Prospective Offerors**

L.4.1 **Any prospective Offeror desiring an explanation or interpretation of this solicitation must request it by email to the Contract Specialist no later than September 20, 2016 by 1:00 p.m.** Any substantive information given to a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.5 **Changes to the Bid**

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

L.6 **Contract Award**

L.6.1 **A contract will be awarded to the responsible and responsive offeror whose bid meets all the requirements set forth in this solicitation and is the total lowest bid price.**

L.7.1 **Official Bid**

L.7.1 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.8 **Public Disclosure under FOIA**

L.8.1 Trade secrets or proprietary information submitted by a offeror in connection with procurement shall not be subject to public disclosure under the District of Columbia Freedom of Information Act (FOIA). This Act is not applicable to the Court. However, the Offeror must invoke the protection of this section prior to or upon submission of the data or other materials; must identify the specific area or scope of data or other materials to be protected; and state the reasons why protection is necessary. A blanket proscription that the Offeror's entire bid is proprietary will have no effect whatsoever.

L.9 **Examination of Solicitation**

L.9.1 Offerors are expected to examine the Statement of Work and all instructions and attachments in this solicitation. Failure to do so will be at the Offeror's risk.

L.10 **Acknowledgment of Amendments**

L.10.1 Offerors shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) identifying the amendment number and date in the bid; or (c) letter. The District of Columbia Courts must receive the acknowledgment by the date and time specified for receipt of bids. Offeror's failure to acknowledge an amendment may result in rejection of the bid.

L.11 **Contract Type**

L.11.1 This is a Firm-Fixed-Unit-Price Indefinite Delivery Indefinite Quantity (IDIQ) Contract.

L.12 **Signing Bids and Certifications**

L.12.1 Each bid must provide a full business address and telephone number of the Offeror and **BE SIGNED BY THE PERSON OR PERSONS LEGALLY AUTHORIZED TO SIGN CONTRACTS**. All correspondence concerning the bid or resulting contract will be mailed to the address shown above on the bid in the absence of written instructions from the Offeror or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must include the signature and title of the person having authority to sign for the corporation. Upon request, a offeror shall provide to the Courts satisfactory evidence of authority of the person signing on behalf of the corporation. If an agent signs a bid, the Offeror shall submit to the Contracting Officer, the agent's authority to bind the Offeror. Offeror shall complete and sign

all Representations and Acknowledgments, as appropriate. Failure to do so may result in the bid being rejected.

L.13 **Errors in Bids**

L.13.1 Offerors shall fully inform themselves as to all information and requirements contained in the solicitation. Failure to do so will be at the Offeror's risk. In the event of a discrepancy between the unit price and the extended price, the unit price shall govern.

L.14 **Acceptance Period**

L.14.1 The Offeror agrees to keep its bid open for one hundred twenty (120) days from the date specified in this solicitation for the submission of bids.

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:
- M.1.1.1 Financial resources adequate to perform the contract, or the ability to obtain them;
 - M.1.1.2 Ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
 - M.1.1.3 A satisfactory record of performance;
 - M.1.1.4 The necessary organization, experience, accounting and operational control, and technical skills, or the ability to obtain them;
 - M.1.1.5 Compliance with the applicable District licensing, tax laws, and regulations;
 - M.1.1.6 The necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and
 - M.1.1.7 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 offeror to comply with a request for information may subject the offeror'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 offeror to be non-responsible.