

**DISTRICT OF COLUMBIA COURTS
SECTION A - 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: 08/22/2022

QUESTIONS DUE DATE: 08/24/2022, 2:00 P.M.

SOLICITATION NUMBER: DCSC-22-FSS-122

CLOSING DATE: 09/06/2022

CLOSING TIME: 2:00 P.M.

OFFER/BID FOR: *Digitization of Court Files*

MARKET TYPE: GSA Schedule

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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 District of Columbia Courts under “AWARD” below, this offer and the provisions of the RFP/IFB will constitute a Formal Contract.	
<p style="text-align: center;">OFFEROR</p> <p>Name:</p> <p>Street:</p> <p>City, State:</p> <p>Zip Code:</p> <p>Area Code & Telephone Number:</p>	Name and title of Person Authorized to Sign Offer: (Type or Print)
	Signature Date: _____ (Seal)
	Impress Corporate Seal Corporate (Secretary) _____ (Seal) (Attest)

Solicitation No.: DCSC—22-FSS-122
Digitization of Court Files

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 via e-mail to Katrina J. Cypress, Contract Specialist, at katrina.cypress@dccsystem.gov

This solicitation is a GSA Schedule procurement.

PART I
SECTION B - SUPPLIES OR SERVICES AND PRICE/COST

- B.1 The District of Columbia Courts (The Courts) are seeking a Contractor to provide microfiche, microfilm, and paper scanning and document imaging services.
- B.2 The Courts contemplates award of a requirements contract as a result of this solicitation.
- B.3 The Offeror shall submit a price schedule, for a base period of one year and four option years, for services specified in accordance with Section C, Description/ Specification/ Work Statement, of this Request for Proposal (RFP). The schedule must include the labor category and hourly rate for personnel or item number, description, unit, and price for services. The contractor shall use the format provided in B.6 of this solicitation.
- B.4 The work shall be accomplished only as authorized by the Task Orders issued in accordance with the Ordering Clause (Section G.7).
- B.5 There is no limit on the number of orders that may be issued. The Courts may issue orders requiring performance at multiple locations.

B.6 PRICE SCHEDULE

Labor Category	Unit of Measure	Base Year Rate	Option Year 1	Option Year 2	Option Year 3	Option Year 4
	Hour					

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

C.1.1 The District of Columbia Courts (The Courts) are seeking a Contractor to provide: the Courts' Information Technology Division with microfiche, microfilm, and paper scanning services. The majority of these documents contain sensitive data and must be protected from disclosure throughout the document scanning process.

C.2 BACKGROUND

C.2.1 DC Courts (the Courts) is the court of general jurisdiction in Washington, DC and the judicial branch of the District of Columbia government. It is comprised of the Court of Appeals (DCCA), the District of Columbia Superior Court (DCSC), and the Court System (DCCS). The Courts' mission is to protect rights and liberties, uphold and interpret the law, and resolve disputes peacefully, fairly and effectively in the Nation's Capital. The Courts' mission and its operations rely heavily on information technology (IT), and the organization's dependence on technology will increase with the adoption of additional services and technologies in the future.

C.2.2 The Courts' Judiciary Square campus comprise of six (6) buildings. Additionally, there are six (6) satellite offices throughout the District of Columbia and one (1) disaster recovery (DR) site located in Germantown, Maryland. The Courts' six (6) Judiciary Square campus buildings are as follows:

- C.2.2.1 500 Indiana Avenue N.W. (known as the Moultrie building)
- C.2.2.2 515 5th St. N.W. (known as the Building A)
- C.2.2.3 510 4th St. N.W. (known as the Building B)
- C.2.2.4 410 E St. N.W. (known as the Building C)
- C.2.2.5 430 E St. N.W. (known as the Building D)
- C.2.2.6 616 H St. N.W. (known as the Gallery Place building)

C.2.3 On an as-needed basis, the various divisions and offices throughout the Courts may require digitization of microfiche, microfilm, and paper documents.

C.2.4 All aforementioned microfiche, microfilm, and paper require scanning and indexing. Depending on the Courts' preference for a task order, services may be performed either onsite or offsite.

C.3 SCOPE OF WORK

C.3.1 The contractor shall furnish all the human resources required to effectively and efficiently manage the processes of scanning microfiche, microfilm, and paper and to properly perform scanning activities.

C.3.1.1 The contractor shall furnish, transport, and install all equipment and software necessary to digitize and index data on all sheets of microfiche and all rolls of microfilm. Additionally, the contractor shall ensure the proper operation of all equipment and software. This applies to when performing services both onsite and offsite.

C.3.1.2 DC Courts' Information Technology Division will furnish a Fujitsu FI-7600 or comparable model scanner and a desktop computer for any onsite digitization of paper documents.

C.3.2 The Courts will issue a general scope of work when the need for services occurs. The contractor shall, at no additional cost, coordinate with the COTR to provide a detailed assessment of the task.

C.3.2.1 The contractor shall document and validate requirements for each division/office and shall propose the respective levels of effort. The contractor shall propose a task plan estimating the labor hours required, the cost of services, and a completion timeline. Upon acceptance of the proposed plan, the Courts will issue a task order award.

C.3.2.2 Upon receipt of a task order award, the contractor shall seek/receive approval from the Contracting Officer's Technical Representative (COTR) prior to scanning.

C.3.3 The contractor shall manage production schedule. For each task order, the Contractor shall submit a production schedule containing the following information:

C.3.3.1 Production rate per time interval (e.g. daily, weekly, or monthly)

C.3.3.2 Number and frequency of batches per time interval

C.3.3.3 Contractor turnaround time

C.3.3.4 Inspection and re-work schedule

C.3.4 The contractor shall report and update on progress. The Contractor shall facilitate status meetings, at least on a bi-weekly basis. Also, the Contractor shall supply on a weekly, per task order basis, the following:

C.3.4.1 Formal reports on progress (schedule update, etc.)

C.3.4.2 Notification of rejected work

C.3.4.3 Re-work schedule

C.3.4.4 Re-inspection

C.3.4.5 For meetings, the Contractor shall capture and distribute meeting minutes no more than one business-day after the meeting.

C.3.5 The contractor shall take appropriate preparation actions, if/where applicable. These actions include but are not limited to the following:

C.3.5.1 Removing staples and other bindings prior to scanning (if applicable)

C.3.5.2 Removing documents from sealed envelopes (when necessary)

C.3.5.3 Re-stapling in the same order after scanning (if applicable).

C.3.6 The contractor shall scan and index (i.e. capture metadata) the data on microfiche, microfilm, and paper in accordance with the **requirements** stated in this solicitation.

C.4 **REQUIREMENTS**

C.4.1 The contractor shall retrieve the microfiche, microfilm, and paper from their respective locations, scan the materials. For offsite digitization, the contractor shall provide and maintain a chain of custody.

C.4.1.1 The contractor shall re-file the records in their original locations after scanning, for the records that will be retained. For records that will not be retained, the contractor shall destroy the records, upon the Courts' express written permission, in a manner which complies with the privacy and security provisions of the Health Insurance Portability and Accountability Act of 1996: OMB 06-16: NIST 800-88: and DoD 5400.11-R.

C.4.2 The Contractor shall accommodate the Courts' request to capture different levels of detail during the digitization process. At all levels, however, the contractor shall assure and control quality for all scanning processes and scanned images and metadata, and shall provide satisfactory copies.

C.4.2.1 Upon the Courts' request, the contractor shall provide raw digitization of microfiche and microfilm, indexing the contents of each sheet or roll. This raw data shall be accessible from a central location on the Courts' network and allow DC Courts users to create .PDF images from the raw data.

C.4.2.2 Upon the Courts' request, the contractor shall provide the data on each sheet or roll separately scanned into its own .PDF document. These documents shall be accessible from a central location on the Courts' network.

C.4.2.3 Upon the Courts' request, the contractor shall provide the digitized images/documents (in .TIFF or .PDF format) to a specified location on the Courts' network. The contractor shall work with the Courts to ensure that the images/documents and metadata can be accessed via a web-based system (developed by the Courts).

C.4.3 The contractor shall adhere to all of the following parameters while scanning:

C.4.3.1 Scan pages of each document in proper order

C.4.3.2 Provide identifying information for quality control; batch number, date, time, file name, file location

C.4.3.3 Watermark each image as it is scanned to include date/time

C.4.3.4 Maintain proper image orientation (portrait, landscape)

C.4.3.5 Ensure that images are a minimum of 300 dots per inch (dpi). Select scanning settings for best image capture and record setting if other than 300 dpi

C.4.3.6 Ensure that each scanned image is clear/focused, de-skewed, and centered.

C.4.3.7 Provide notes about any problem encountered with an image. The note shall include the file name and a brief description of the problem.

- C.4.3.8 Communicate to the Courts when there any discrepancies to the estimated number of pages or the condition of the materials and accompanying metadata instructions before commencing scanning of the items in question.
- C.4.3.9 When necessary, re-scan from microfiche, microfilm, or paper. If the original is in extremely poor condition, set the file aside in an area designated by receiving division, and promptly notify the COTR of the need for review.
- C.4.3.10 Ensure the scanned image is reproducible.
- C.4.4 The contractor shall develop and maintain a mutually agreed upon production schedule.
- C.4.5 The contractor shall conduct production update/status meetings and shall supply the following information:
 - C.4.5.1 Formal reports on progress that include: number of images scanned; total number of pages scanned; number and percentage of scanned images that were selected for quality assurance review; number of pages re-scanned to address quality concerns; issues and problems encountered during the scanning process; notification of rejected work by the Courts; a four week look-ahead
- C.4.6 The contractor shall record meeting minutes and distribute them to the Courts within one business-day of each status meeting. The contractor shall also provide updated project schedule (formatted in both MS Project and PDF).

SECTION D - PACKAGING AND MARKING

This section is not applicable to this solicitation

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 Contractor 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 Contractor 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 have 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 Contractor or subcontractor, the Contractor 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 Contractor 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 performance, the Courts may:

- (1) Require the Contractor 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 Contractor 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 Contractor 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 – DELIVERABLES AND PERFORMANCE

F.1 TERM OF CONTRACT.

F.1.1 The term of the contract will be one year from date of contract 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 prices for the option periods 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. All deliverables shall be in a form and manner acceptable to the Courts. The Contractor shall furnish office supplies, materials, equipment, and employees required to meet and perform the requirements of this Contract.

F.2.2. The Contractor shall provide the Courts with task plans and timeframes for each task order issued under this contract.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 Payment/Invoices.

- A. The Contractor shall be compensated in the following manner: The contractor will be paid after completion and acceptance of each task.
- B. Effective June 8, 2018 all invoices and payment request shall be submitted electronically through the U.S. Department of the Treasury's **Invoice Processing Platform (IPP)** System using the "Bill to Agency" of Interior Business Center-FMD. The IPP website address is <https://www.ipp.gov>. In addition, it is the vendor's (contractor's) responsibility to be System for Awards Management (SAM) registered and in IPP. The vendors (contractors) must be SAM registered in order to register in IPP. The SAM website address is <https://www.sam.gov>.
- C. After contract and purchase order award, in order to receive payment, the Contractor must use the IPP website to register, access, and use IPP for submitting all invoice requests for payment(s). Assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email at IPPCustomerSupport@discal.treasury.gov or by phone (866) 973-3131.
- D. Payment request means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, at a minimum, the Contractors' electronic invoice shall include the following information:
 - 1. Name and address of the Contractor,
 - 2. The purchase order number,
 - 3. Invoice date,
 - 4. Invoice number,
 - 5. Name of the Contracting Officer Technical Representative (COTR),
 - 6. COTR email address, and
 - 7. Description, quality, unit of measure, and extended price of the services or supplies actually rendered.
- E. Once the electronic invoice has been submitted through IPP, no later than two business days from the electronic submission, the Contractor must email and/or mail to the COTR a copy of the electronic invoice along with all the required supporting documentation as stated in the contract. The Contracting Officer's Technical Representative (COTR) shall review each electronic invoice for certification of receipt of satisfactory services prior to authorization of payment.
- F. Final Invoice

The Contractor shall submit final electronic invoice (s) within thirty (30) days after the expiration of this contract. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement. The Contractor must contact the COTR in order to obtain a D.C. Courts Release of Claims form (Attachment J.3). Upon receipt of the form, the Contractor must complete and submitted the Release of Claims form as well as provide a copy of the final electronic invoice to the COTR.

G. Tax Exempt

The Courts is exempt from taxation pursuant to D.C. Code 47-2005(1).

H. Prompt Payment Act

The Courts will pay interest (late charge) on each electronically receipted and approved invoice pursuant to the Prompt Payment Act, 31 U.S.C. 3901 et seq.

G.2 In addition, the Contractor shall complete **Attachment J.3 - District of Columbia Courts Release of Claims form and submit to 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 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 Court and a discrepancy of overpayment is found, the Court 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 Superior Court Contracting Officer who has the appropriate contracting authority is the only Court official authorized to contractually bind the Court through signing contract documents. All correspondence to the Contracting Officer shall be forwarded to:

Geoffrey A. Mack
Acting Administrative Officer
Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 622
Washington, D.C. 20001
Telephone Number: 202-879-4264
Email: geoffrey.mack@dccsystem.gov

G.5 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 shall be:

Clide Cork, Jr.
Project Manager, Infrastructure
Information Technology Division
District of Columbia Courts
410 E. St. N.W., 3rd Floor
Washington, D.C. 20001
Telephone: 202-879-0037
Email: clide.cork@dccsystem.gov

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.

G.7 ORDERING

G.7.1 Any services to be furnished under this contract will be ordered by issuance of a funded task order, authorized by the Contracting Officer.

G.7.2 All task orders are subject to the terms and conditions of this contract. In the event of a conflict between a task order and this contract, the contract shall take precedence.

G.7.3 Task orders will be issued via email.

G.8 The Contractor will not be reimbursed for travel to projects on sites listed in C.2.2 of this solicitation.

SECTION H - SPECIAL CONTRACTS REQUIREMENTS

H.1 OTHER CONTRACTORS

H.1.1 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.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 DC COURTS' RESPONSIBILITIES

H.3.1 The Courts' staff will work with the selected Contractor to address any questions and concerns and will provide guidance on file format and storage locations.

H.3.2 The Courts will provide a work space for scanning activities, complete with power outlets for standard computer scanning equipment. Additionally, Wi-Fi will be available for use.

H.4 TASK ORDERING PROCEDURE

H.4.1 Only the Contracting Officer or assigned designee may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

H.4.2 Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:

H.4.2.1 A functional description of the work identifying the objectives or results desired from the contemplated task order.

H.4.2.2 A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

H.4.3 Within 7 calendar days after receipt of the COTR's request, the Contractor shall submit a task plan conforming to the request.

H.4.4 After review and any necessary discussions, the COTR will submit the approved task plan to the Contract Officer, who may issue a task order containing, as a minimum, the following information:

H.4.4.1 Date of the order

H.4.4.2 Contract number and order number

H.4.4.3 Function description of the work, identifying the objectives or results desired from the task order, including any special instructions or necessary information

H.4.4.4 Performance standards

H.4.4.5 Delivery/Performance schedule

H.4.5 The Contractor shall provide acknowledgement of receipt to the Contracting Officer within two calendar days of receipt of the task order.

H.4.6 The Contracting Officer may amend tasks in the same manner in which they were issued.

H.4.7 In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

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

Offerors 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 shall be subject to periodic audit by the Courts.

I.6 RESERVED

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**

A. **GENERAL REQUIREMENTS.** The Contractor at its sole expense 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 (CO) giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. 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 and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia Courts.

The District of Columbia Courts shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against the District of

Columbia Courts relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be affected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.
2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in

the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia Courts.

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
5. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the District of Columbia Courts and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.
6. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii)

\$10,000,000 per occurrence and \$10,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District of Columbia Courts and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the District of Columbia Courts.

C. DURATION

The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia Courts, and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

D. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR’S LIABILITY UNDER THIS CONTRACT.**

E. 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.

F. MEASURE OF PAYMENT. The District of Columbia 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.

G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if 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 will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

- H. **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. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

Katrina J. Cypress, Contract Specialist
Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 612
Washington, DC 20001
Phone: 202-879-7572
Email: katrina.cypress@dccsystem.gov

The Contracting Officer may request and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

- I. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District of Columbia Courts may disclose the name and contact information of its insurers to any third party which presents a claim against the District of Columbia 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.
- J. **CARRIER RATINGS.** All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A-VII (or the equivalent by any other rating agency) and licensed in the in the District of Columbia.

I.9 RIGHTS IN DATA

- I.9.1 "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
- I.9.2 The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material.

The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.9.3 The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.9.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.9.5 All data first produced in the performance of this Contract shall be the sole property of the Courts. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the Courts under this Contract, are works made for hire and are the sole property of the Courts; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the Courts the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the Courts all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the Courts until such time as the Courts may have released such data to the public.
- I.9.6 The Courts will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in

a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

I.9.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any Courts installation to which the computer may be transferred by the Courts;

I.9.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

I.9.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.9.7 The restricted rights set forth in section I.9.6 are of no effect unless

(i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. DCSC-22-FSS-122 With _____ (Contractor's Name); and

(ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the Courts' rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the Courts of liability with respect to such unmarked software.

I.9.8 In addition to the rights granted in Section I.9.6 above, the Contractor hereby grants to the Courts a nonexclusive, paid-up license throughout the world, of the same scope as

restricted rights set forth in Section I.9.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the Courts under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the Courts under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the Courts any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

- I.9.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.9, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the Courts' or the Contractor's rights in that subcontractor data or computer software which is required for the Courts.
- I.9.10 For all computer software furnished to the Courts with the rights specified in Section I.9.5, the Contractor shall furnish to the Courts, a copy of the source code with such rights of the scope specified in Section I.9.5. For all computer software furnished to the Courts with the restricted rights specified in Section I.9.6, the Courts, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the Courts under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.9.11 The Contractor shall indemnify and save and hold harmless the Courts, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.9.12 Nothing contained in this clause shall imply a license to the Courts under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the Courts under any patent.

I.9.13 Paragraphs I.9.6, I.9.7, I.9.8, I.9.11 and I.9.12 above are not applicable to material furnished to the Contractor by the Courts and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

I.10 CANCELLATION CEILING

I.10.1 In the event of cancellation of the contract because of non-appropriation for any fiscal year after fiscal year 2022, 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.

**PART III LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
SECTION J - LIST OF ATTACHMENTS AND APPENDIX
(TO BE INCLUDED UPON FINALIZING THE SOLICITATION)**

- J.1 General Provisions Applicable to D.C. Courts Contracts**
- J.2 Tax Certification Affidavit**
- J.3 District of Columbia Courts Release of Claims**
- J.4 Past Performance Evaluation**

PART IV
REPRESENTATIONS AND INSTRUCTIONS
SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF
OFFERORS

K.1. Certification Regarding a Drug-Free Workplace

K.1.1 Definitions: As used in this provision:

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

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

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

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

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

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

K.1.2 By submission of its proposal, the offeror, if other than an individual who is making an proposal that equals or exceeds \$25,000.00, certifies and agrees, that with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will - no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration: or

as soon as possible for contract of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed -

K.1.2.1 Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

K.1.2.2 Establish an ongoing drug-free awareness program to inform such employees about -

- (i) The dangers of drug abuse in the workplace;
- (ii) The Contractor's policy of maintaining a drug-free workplace;
- (iii) Any available drug counseling, rehabilitation, and employee assistance program; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

K.1.2.3 Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph K.1.2.1 of this provision;

K.1.2.4 Notify such employees in writing in the statement required by subparagraph K.1.2.1 of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will -

- (i) Abide by the terms of the statement; and
- (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;

K.1.2.5 Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision K.1.2.2 (ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

K.1.2.6 The notice shall include the position title of the employee; and

K.1.2.7. Within 30 calendar days after receiving notice under subdivision K.1.2.4 (ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

- (i) Take appropriate personnel action against such employee, up to and including termination; or
- (ii) Require such employee to satisfactorily participate in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

K.1.2.8 Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs K.1.2.1 through K.1.2.6 of this provision.

K.1.3 By submission of its proposal, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

K.1.4 Failure of the offeror to provide the certification required by paragraphs K.1.2 or K.1.3 of this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.1041(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
Representative

Title

Signature of Authorized Representative

REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS

K.2. 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, on addendum and/or both.

K.3. WALSH-HEALY ACT

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

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

- (b) Manufacturer
 - () The Offeror is a Manufacturer pursuant to Clause 28 of the District of Columbia Courts General Contract Provisions.

() The Offeror is not a Manufacturer pursuant to Clause 28 of the District of Columbia Courts General Contract Provisions.

K.4. OFFICERS NOT TO BENEFIT CERTIFICATION

Each Offeror 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.

K.5. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- (a) Each signature on the proposal is considered to be a certification by the signatory that:
 - (1) The prices in this proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to (i) those prices, (ii) the intention to submit a proposal, or (iii) the methods or factors used to calculate the price proposal;
 - (2) The prices in this proposal have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other offeror or competitor before proposal opening unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit a proposal for the purpose of restricting competition.
- (b) Each signature on the proposal is considered to be a certification by the signatory that the signatory;

(1) Is the person in the Offeror’s organization responsible for determining the prices being offered in this proposal, 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 proposal and the title of his or her position in the Offeror’s organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b) (2) (1) above have not participated, and will not participate, in any action contrary to subparagraphs (a) (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 Offeror deletes or modifies subparagraph (a) (2) above, the Offeror must furnish with its proposal a signed statement setting forth in detail the circumstances of the disclosure.

K.6. TYPE OF BUSINESS ORGANIZATION

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

K.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: _____

Unique Entity Identifier (UEI) 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: _____

E-mail: _____

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 V
REPRESENTATIONS AND INSTRUCTIONS SECTION L - INSTRUCTIONS, CONDITIONS AND
NOTICES TO OFFERORS

L.1 METHOD OF AWARD

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

L.1.2. The Courts intends to award a single contract resulting from this solicitation to the responsive and responsible offeror whose proposal meets the requirements set forth in this solicitation and is of the best value to the Courts.

L.2. PREPARATION AND SUBMISSION OF PROPOSALS

L.2.1. **Offerors shall submit one (1) signed original electronic (PDF) copy of the Proposal Submission Package. Each proposal package shall be properly indexed and include all information requested in the RFP.** The District of Columbia Courts will not accept a facsimile copy of a proposal as an original. Unless specifically authorized in the solicitation, the District of Columbia Courts shall not accept telegraphic proposals. Offerors shall submit all pages of the Request for Proposal (RFP), all attachments, and all documents containing the offeror's proposal.

L.2.2 Proposals shall be submitted **BY EMAIL** to Katrina Cypress, Contract Specialist, at katrina.cypress@dccsystem.gov no later than 2:00 p.m. EST, on Tuesday, September 6, 2022. The offeror's "Subject" email shall indicate:

Proposal for Solicitation Number: DCSC-22-FSS-122 Digitization of Court Files

The attached proposals shall be labeled as follow: Volume I - Technical Proposal and Volume II - Cost/Price Proposal.

Please use the below format on your Cover Page of the Volume I-Technical and Volume II - Cost/Price Proposals for identification purposes of submissions:

Name and Address of the offeror

Solicitation Number: **DCSC-22-FSS-122**

Caption: Digitization of Court Files

Solicitation Closing Date: 09/06/2022

Solicitation Closing Time: 2:00PM

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

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

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

L.2.6. The offeror must propose a price in accordance with section B of this solicitation to be considered for this award. Failure to offer on all items in section and the attached Price Schedule will render the offer non-responsive and disqualify a proposal.

L.3. CONFIDENTIALITY OF SUBMITTED INFORMATION

L.3.1 Offerors who include in their proposals 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 proposal document with the following legend:

"This proposal 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 *proposal* which the offeror is making subject to this restriction announced on the title page must be noted on the individual pages which contain it. The offeror shall mark each page containing confidential information or data it wishes to restrict with the following text:

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

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 offeror, use, without restriction, information contained in this *proposal* package if it is obtained from another source.

L.4. OFFER PRICE

L.4.1. The proposal price must be submitted using the format provided in this solicitation. The offeror's price bid shall become a part of the awarded contract. The offeror's price bid shall include all costs for the required items/services and delivery.

L.5. PROPOSAL SUBMISSION DATE AND TIME, LATE SUBMISSION, MODIFICATIONS, AND WITHDRAWALS

L.5.1. Offers shall be submitted no later than the date and time specified in the solicitation. Proposals, modifications to proposals, 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 proposal or modification was sent by registered or certified mail no later than the fifth (5th) calendar day before the date specified for receipt of proposals;
- b. The proposal 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 proposal is the only proposal received.

L.5.2. The only acceptable evidence to establish the date of a late proposal, 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 proposal, 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 proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.

L.5.3. A late proposal, 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 proposal 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 proposal, late modification or late withdrawal of proposal that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful proposals resulting from this solicitation.

L.6. QUESTIONS

L.6.1. Questions concerning this Request for Proposal must be directed in writing, **via email**, no later than no later than Wednesday, August 24, 2022 at 2:00 PM (EST) to:

Katrina J. Cypress, Contract Specialist
Procurement and Contracts Branch
Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 612
Washington, D.C. 20001
Email: katrina.cypress@dccsystem.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 OFFERORS

L.7.1. Any prospective offeror desiring an explanation or interpretation of this solicitation must request it in writing by the date/time provided above in Section L.6.

Requests should be directed to the procurement contact person at the address listed in Section L.6. 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 proposals 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.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 PROPOSAL

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

L.10. CERTIFICATIONS, AFFIDAVITS AND OTHER SUBMISSIONS

L.10.1. Offerors shall complete and return with their price proposal Page 1 Solicitation, Offer and Award for Supplies and Services; any Amendment(s); Section K; and Attachment J.2- Tax Certification Affidavit; All these documents shall be submitted under Volume II – Price Proposal, Tab B.

L.11. RETENTION OF PROPOSALS

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 offerors. 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 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 proposal is proprietary will have no effect whatsoever.

L.13. EXAMINATION OF SOLICITATION

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

L.14. ACKNOWLEDGMENT OF AMENDMENTS

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

L.15. RIGHT TO REJECT PROPOSALS

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

L.16. PROPOSAL PREPARATION COSTS

L.16.1. Each offeror 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 offeror shall also bear all costs incurred in conjunction with contract development and negotiation.

L.17. PRIME CONTRACTOR'S RESPONSIBILITIES

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

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

L.18. CONTRACT TYPE

L.18.1. This is a **requirements** contract.

L.19. FAILURE TO RESPOND TO SOLICITATION

L.19.1. In the event that a prospective offeror does not submit a proposal in response to the solicitation, the prospective offeror should advise the Contracting Officer by letter or postcard whether the prospective offeror wants any future solicitations for similar

requirements. If the prospective offeror does not submit a proposal for three successive solicitations and does not notify the Contracting Officer that future solicitations are desired, the prospective offeror's name may be removed from applicable mailing list.

L.20. SIGNING PROPOSALS AND CERTIFICATIONS

L.20.1. Each proposal 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 proposal or resulting contract will be mailed to the address shown above on the proposal in the absence of written instructions from the offeror or contractor to the contrary. Any proposal submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any proposal 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 proposal, 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 proposal being rejected.

L.21. ERRORS IN PROPOSALS

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

L.22. ACCEPTANCE PERIOD

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

L.23 PROPOSAL INFORMATION AND FORMAT

L.23.1 At a minimum, each proposal submitted in response to this RFP shall include sections, as set forth below, which address the approach for the work described in Section "C" - Description/Specifications/Work Statement. The proposal shall include the requisite legal representations, resources which will directly be employed in the project, client references, and a description of similar services provided by the offeror and its key personnel. Failure to address adequately any of these areas may result in the proposal being eliminated from consideration for award.

L.23.2 Proposals shall be prepared simply and economically, providing a straightforward, concise delineation of offeror’s capabilities to satisfy the requirements of this RFP. Fancy bindings and colored displays or promotional material are not desired or preferred, but pages must be numbered.

The proposal shall be prepared in two volumes: Volume I – Technical Proposal and Volume II – Cost/Price Proposal.

L.23.2.1 **Volume I - Technical Proposal shall comprise the following tabs and information:**

(PLEASE NOTE: Cost/Pricing SHOULD NOT BE INCLUDED ANYWHERE within the technical proposal)

TAB	Section
A	Qualification of Offeror (See section M.3)
B	Experience of Key Personnel (See section M.3)
C	Technical Approach (See section M.3)
D	Past Performance (See section M.3) /Use Attachment J.4 to submit the information.

L.23.2.2 **Volume II – Cost/Price Proposal shall comprise the following tabs and information:**

TAB A	Price Information – Submit the price using format provided in section B.6 Price Schedule (See also, clause L.23.3)
TAB B	Contractual Information – all other required information as specified in Clause L.10

L.23.3 PRICE PROPOSAL

A separated price proposal must be submitted using the format provided in Section B of this RFP. The price furnished by the offeror shall be detailed/itemized for the services set forth in Section C. The offeror's price proposal shall become a part of the awarded contract. The offeror’s price proposal shall include all costs for the required services. This pricing information will also be used for evaluation purposes. Offeror(s) submitting proposals in reference to this solicitation shall include a copy of its current GSA Federal Supply schedule price list identifying the proposed candidate(s) hourly rate.

L.25 ORAL PRESENTATIONS

Although the Court may award this contract without discussions, at its discretion, the Court may choose to invite Offerors determined to be in the competitive range to give a demonstration of their product. Should the Court choose to entertain demonstrations, the offerors determined to be in the competitive range shall be informed of the Court's intention. If demonstrations are requested, the invited presenters shall be asked to provide a one-hour demonstration of their product. The Court shall reserve up to a half hour for questions and answers after each demonstration.

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 offeror to comply with a request for information may subject the offeror's proposal to rejection on responsibility grounds. If a prospective contractor fails to supply the requested information, the Court's Contracting Officer shall make the determination of responsibility or 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.

M.1.3. The contract will be awarded to the offeror whose offer is the most advantageous to the Courts, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of award. Rather, the total score will guide the Courts in making an intelligent award decision based upon the evaluation criteria. The Courts reserves the right to reject any or all proposals determined to be inadequate or unacceptable. The Courts may award a contract upon the basis of initial offers received, without discussions. Therefore, each initial offer shall contain the offeror's best terms from a cost and technical standpoint.

M.2 EVALUATION FOR AWARD

All technical responses will be evaluated and ranked by the Court utilizing the Evaluation Criteria under Section M.3. A contract will be awarded to the responsive and responsible offeror whose proposal meets the requirements set forth in this solicitation and offer the best value to the Courts based upon the evaluation criteria specified below and interview/demonstration, if requested. Discussions may be conducted with the offerors determined to be in the competitive range. The Court reserves the right to reject any or all proposals determined to be inadequate or unacceptable. The Court may award a contract upon the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a price and technical standpoint.

M.3 EVALUATION CRITERIA

The following Technical Evaluation criteria will be used for the evaluation phase:

ITEM NO.	EVALUATION CRITERIA	POINTS
TAB A	Qualifications of Offeror 1. The Offeror must demonstrate relevant experience with providing services such as those listed in Section C.3 “Scope of Work” above. 2. The Offeror must also describe its ability to and approach for ensuring coverage and continuity of services.	15

ITEM NO.	EVALUATION CRITERIA	POINTS
TAB B	<p>Experience of Key Personnel</p> <p>The Courts will also evaluate the experience of the designated key personnel, including an onsite/offsite supervisor. This evaluation will include the relevance of the experience to the work to be performed under the requirements in this solicitation. Specific experience that will be evaluated is as follows:</p> <ul style="list-style-type: none"> a. Demonstrate the corporate team has the experience, staff, resources and organizational stability to support the scanning project over its lifecycle. b. Demonstrate experience in the planning and implementation of scanning systems that integrate with software to store, search and retrieve imaged documents. c. Demonstrated experience and knowledge and Project Management for digitization efforts. d. Demonstrated experience in administering real time customer support and maintenance services. 	25

ITEM NO.	EVALUATION CRITERIA	POINTS
TAB C	<p>Technical Approach</p> <p>The technical approach will be evaluated on the extent to which the proposed technical solutions will result in high quality services and deliverables that will meet the Courts goals set forth in this solicitation to include:</p> <ul style="list-style-type: none"> a. The offeror’s approach to acquiring/installing (where necessary) and ensuring proper operation of all equipment and software necessary to digitize and index data; b. The offeror’s approach to validating requirements and determining the respective levels of effort; c. The offeror’s approach to scanning, indexing, and providing/uploading the data in accordance with the requirements stated in Section C of this solicitation, while ensuring and assuring and controlling quality; d. The offeror’s plan for communicating and addressing discrepancies and issues discovered; e. The sequence, timing and key personnel proposed to perform the work; and, f. The offeror’s plan to conducting status updates and maintaining updated project schedules. 	35

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M.3 PRICE PROPOSAL EVALUATION

M.3.1 There is a maximum of 15 points for the Price Proposal. The Courts will evaluate each Offeror’s price proposal for realism, reasonableness, and completeness. This evaluation will reflect the Offerors understanding of the solicitation requirements and the validity of the Offeror’s approach to performing the work. Alternative price proposals, if considered by the Courts will be evaluated on contract type risk, potential savings, other advantages or disadvantages to the Courts, and the discretion of the government.

M.3.2 REALISM

The Courts will evaluate the realism of the proposed price by assessing the compatibility of proposed price with proposal scope and effect. In the evaluation the Courts will consider the following:

- a. Do the proposed prices reflect a clear understanding of the requirements?
- b. Do the proposed prices for performing various functional service requirements reflect the likely costs to the offeror in performing the effort with reasonable economy and efficiency?
- c. Are proposed prices unrealistically high or low?
- d. Are the proposed prices consistent with the technical and management/staffing approach (e.g., if the offeror proposes a staff of x people, the price proposal must account for x people)?

M.3.3 REASONABLENESS

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

- a. Is the proposed prices (for Section B – Supplies or Services and Price/Cost) comparable to the independent Courts cost estimate?
- b. Is the proposed labor/skill mix comparable to the projected Courts skill mix and/or sufficient to meet the Section C requirements based upon the offeror’s technical and management approach?

- c. Are the proposed prices for hardware and software comparable to competitor's prices under this solicitation?
- d. Are the proposed prices for installing hardware and software comparable to competitor's prices under this solicitation?
- e. Are the proposed prices for warranty and customer support comparable to competitors' prices under this solicitation?

M.3.4 COMPLETENESS

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

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