

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. 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.

3. BUY AMERICAN CERTIFICATION

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

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

Each 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.

5. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- (a) Each signature on the offer is considered to be a certification by the signatory that:
 - (1) The prices in this offer 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 an offer, or (iii) the methods or factors used to calculate the prices offer;
 - (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other offeror or competitor before offer 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 an offer for the purpose of restricting competition.

- (b) Each signature on the offer 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 offer, 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 offer 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 offer a signed statement setting forth in detail the circumstances of the disclosure.

4. 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.

5. 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: _____

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’ Information Technology (IT) Division is seeking qualified vendor to provide a comprehensive video wall solution that can display case- and/or other court-related information. A firm-fixed-price (FFP) contract will be awarded as a result of this solicitation.
- B.2 The offeror shall submit a price for the services specified below and in accordance with Section C, Scope of Services, of this Request for Proposals (RFP).

PRICE SCHEDULE		
ITEM No.	ARTICALS OR SERVICES	TOTAL AMOUNT
001	Hardware/Software <ul style="list-style-type: none"> • Video Wall solution hardware/software, including licenses 	
002	Maintenance & Support <ul style="list-style-type: none"> • Three-year agreement, 8x5x4 terms (see C.3.12) 	
003	Professional Services 1 <ul style="list-style-type: none"> • Implementation Plan • Consulting with Courts’ Capital Projects and Facilities Management Division and other teams for infrastructure requirements • Mounting monitors in proper layout and connecting all necessary cables among the monitors, wall outlets, and content players 	
004	Professional Services 2 <ul style="list-style-type: none"> • Developing, testing, and installing custom programs/scripts for the solution • Actual content displayed (i.e. total solution in place) • Training • As-built document 	
	TOTAL	

OPTION YEAR 1		
ITEM No.	ARTICALS OR SERVICES	TOTAL AMOUNT
001	Maintenance & Support Only 8x5x4 terms (See Page 12, C.3.12)	

OPTION YEAR 2		
ITEM No.	ARTICALS OR SERVICES	TOTAL AMOUNT
001	Maintenance & Support Only 8x5x4 terms. (See Page 12, C.3.12)	

OPTION YEAR 3		
ITEM No.	ARTICALS OR SERVICES	TOTAL AMOUNT
001	Maintenance & Support Only 8x5x4 terms (See Page 12, C.3.12)	

OPTION YEAR 4		
ITEM No.	ARTICALS OR SERVICES	TOTAL AMOUNT
001	Maintenance & Support Only 8x5x4 terms (See Page 12, C.3.12)	

B.3 BACKGROUND:

The Courts, the judicial branch of the District of Columbia government, is comprised of the Court of Appeals (DCCA), the highest court of the District; the Superior Court of the District of Columbia (DCSC), a trial court with general jurisdiction over virtually all local legal matters; and the Court System (DCCS), which provides administrative support functions for both Courts. Its 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 continue into the future.

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

- a. 500 Indiana Avenue N.W. (Moultrie)
- b. 515 5th St. N.W.
- c. 510 4th St. N.W.
- d. 410 E St. N.W.
- e. 430 E St. N.W.
- f. 616 H St. N.W.

B.4. GOAL/OBJECTIVE:

- B.4.1 The D.C. Courts has an immediate need for a qualified vendor to provide a comprehensive video wall solution that will allow data elements primarily from its case management system to display in real-time or very near real-time¹. This video wall, which will consist of several rows and columns, will be situated in the lobby of Moultrie. The layout is anticipated to be 11 columns, with each monitor sized at 70" (in portrait mode). *See mock-up in Appendix A.*
- B.4.2 The video wall will be new to the designated space, so no hardware or other infrastructure components to support the video wall solution have been implemented yet. As a result, the selected vendor is expected to work with the Courts' Capital Projects and Facilities Management Division and other teams to identify the infrastructure requirements necessary to implement and maintain the proposed video wall solution.

End Section B

¹ In this SoW, "very near real-time" refers to less than one minute.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 Contractor Qualifications

C.1.1 The Contractor shall possess relevant experience with recent projects of similar nature, scope, and size pertaining to the design, implementation, and support of video wall solutions. The Contractor shall demonstrate relevant experience in the following areas:

- a. providing consulting services for total video wall solutions, tailored to meet customers' needs;
- b. optimizing video wall content based on industry best practices, compliance regulations, etc.— e.g. font size, color scheme, and content refresh rate;
- c. developing customized scripts for integration with video wall software to present data elements stored in SQL and Oracle databases; and,
- d. providing multi-year maintenance and support services for total video wall solutions.

C.1.2 The Contractor shall be available to come onsite on an as-needed basis² at no additional cost to the Courts.

C.2 Architecture Compliance

C.2.1 Any proposed software solution(s) shall be compliant with the Courts' IT architecture, which consists of the following:

C.2.1.1 Active Directory 2008/2012, Windows Server 2008 R2/2012R2, Windows 7 or higher, Microsoft Office 2007 or higher, Microsoft Exchange 2010 or higher, Oracle-supported products, and SQL-supported products.

C.2.1.2 The Courts' six campus buildings are connected via a 10GB ring-topology network in which each building is connected to two other buildings for redundancy; Cisco 45XXs Cisco 65XXs serve as cores. The access-layer switches inside each campus building are 1GB Cisco 37XXs.

² This "as-needed basis" refers primarily to instances where onsite technical support is required and for initial design/requirements meetings.

C.2.2 The Contractor shall provide screens/monitors and associated accessories in accordance with the following:

C.2.2.1 Screens

C.2.2.1.1 Twelve (12) **NEC Model#P703 (70”)** screens (*in portrait mode*). The specifications can be viewed here— <https://www.necdisplay.com/p/large-screen-displays/p703>. (*Note: The twelfth screen is a spare.*)

C.2.2.1.2 Content player specifications to be determined by the Contractor.

C.2.2.2 Mounts

C.2.2.2.1 Eleven (11) **Premier Model# P4263FP** mounts (*for portrait orientation*). The specifications can be viewed here— <http://www.mounts.com/P4263FP>.

C.2.2.3 Cables

C.2.2.3.1 Eleven (11), 35’ **Celerity DFO-HDMI** cables. The specifications can be viewed here— <http://www.celeritytek.com/product-DFO.html>.

C.3 Scope of Work

C.3.1 The Contractor shall validate requirements, develop an *implementation plan (pre-implementation)*, and provide an accurate *as-built document (post-implementation)* for the comprehensive video wall solution.

C.3.1.1 The implementation plan shall include all information about the solution, i.e. overall design, technical architecture (including diagrams), requirements such as color scheme, refresh cycle, configuration parameters, character fonts/spacing, etc.

C.3.2 The Contractor shall work closely with the Courts’ Capital Projects and Facilities Management Division and other teams to identify the infrastructure items required to implement and maintain the proposed video wall solution.

C.3.3 The Contractor shall provide the necessary hardware and software for the comprehensive solution, to include any required content player(s) or similar technology, twelve 70” screens/monitors, the video wall software³ itself, as well as any custom programs/scripts needed to interface with the video wall software in order to present up to eight Oracle data elements for cases (as columns) in real-time or very near real-time.

³ The software shall account for any necessary licenses, in the appropriate quantities.

- C.3.3.1 The fields expected to be displayed are:
- a. **Party Name** – This will display the plaintiff or defendant’s name. (Note: Cases will appear multiple times to permit parties to search by their own names. In some cases, there are multiple plaintiffs and/or defendants, so each party must be able to look for their own names to guide them to the right courtroom).
 - b. **Case Number** – This is a unique alpha-numeric value.
 - c. **Judge** – The name of the judge presiding over a case.
 - d. **Court** – This is the number of courtroom in which a particular case is held.
 - e. **Time** – This is the time for which the case is scheduled to occur.
 - f. **PLACEHOLDER** – This is simply a placeholder for up to three additional data elements.
- C.3.3.1.1 **Each screen/monitor shall be able to independently scroll through a dynamically-updated number of records.** For example, if there are 1,100 parties on Monday, each of the eleven (11) screens should receive roughly 100 names, and each would then rotate through their assigned 100 names in alphabetical order. If on Tuesday, there are 1,650 parties, each of the screens should receive 150 names through which each would scroll alphabetically. One screen may display last names beginning with A-C one day and the next day names beginning with A-B, based upon the records on that particular day. *See example in Appendix B.*
- C.3.3.2 The Contractor shall mount the monitors to the wall in proper layout, and connect all necessary cables among the monitors, wall outlets, and content players. Any requirements shall be identified as stated above in **Section C.3.2.**
- C.3.4 The video wall solution shall allow a court employee (e.g. a courtroom clerk) to update any of the fields noted above and have that change reflected on the video wall in real-time or very near real-time.
- C.3.4.1 The system shall also allow for user-uploaded documents and/or media (i.e. video or special messages) to display on the video wall.
- C.3.5 The Contractor’s solution shall have the ability to **NOT** display certain cases/case types, based upon certain data elements. (For instance, some Family Court matters should not be displayed to the public.)
- C.3.6 The Contractor’s solution shall present content in English.
- C.3.7 The Contractor shall test—and work with the Courts to test—the solution, and present a working version to the Courts for approval prior to go-live.
- C.3.8 The Contractor’s solution shall be flexible enough to support a variety of screen sizes and wall layout options.

- C.3.9 The Contractor’s solution shall be scalable for potential future expansion. It shall be scalable in terms of adding more screens to the initial video wall as well as presenting content to other screens and kiosks, some of which on different floors of the same building in which the video wall will be located and others in different buildings on the Judiciary Square campus.
- C.3.10 The Contractor’s solution’s Administration module shall be a GUI, and it shall be both intuitive and user friendly.
- C.3.11 The Contractor shall provide maintenance and support (M&S) services for the total video wall solution. This includes any hardware (e.g. monitors and content players), COTS software, as well as any customized scripts, etc. considered part of the comprehensive solution.
- C.3.12 **M&S shall be a Base Year (3) year agreement, 8x5x4— i.e. eight hours a day, normal business-days (Monday thru Friday), and four-hour “to be onsite, if necessary” response. Phone-based troubleshooting and support shall be available during business-hours (at the least 9am-5pm). The Courts may extend the contract for (4) (1) year option year periods. (See F.2.1)**
- C.3.13 The Contractor shall provide sixteen (16) hours of training to courts-identified resources. There shall be several sessions, and it shall be at the Courts’ discretion whether the training sessions/days are contiguous.
- C.3.13.1 This training shall be conducted on the Courts’ premises. The Contractor shall be responsible for providing any training materials and supplements.

End Section C

SECTION D - PACKAGING AND MARKING

This section is not applicable to this solicitation.

SECTION E - INSPECTION AND ACCEPTANCE

INSPECTION OF SERVICES:

- E.1 DEFINITIONS: "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- E.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.3 The District of Columbia 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 District of Columbia Courts shall perform inspections and test in a manner that will not unduly delay the work.
- E.4 If the District of Columbia 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.5 If any of the services do not conform with the contract requirements, the District of Columbia 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 reperformance, 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.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 District of Columbia Courts may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the District of Columbia Courts that is directly related to the performance of such service or (2) terminate the contract for default.

End Section E

SECTION F - DELIVERIES AND PERFORMANCE

F.1 TYPE OF CONTRACT:

The type of contract awarded under this Request for Proposal shall be a Firm Fixed Price Contract.

F.2 TERM OF CONTRACT:

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

F.2.1 Option Period:

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

F.2.1.1 Option to Extend the Term of the Contract:

The Courts may extend the term of this contract for four (4) one (1) year period, or a fraction, or multiple fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the Courts shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Courts to an extension. The 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 total duration of this contract including the exercise of any options under this clause, shall not exceed (5) years.

F.3 DELIVERABLES:

All Deliverables shall be in a form and manner acceptable to the District of Columbia Courts. The Contractor shall complete the tasks and provide to the COTR the deliverables specified below within the designated time frames:

F.3.1. Hardware/Software:

F.3.1.1 Video Wall solution components, i.e. monitors, content player(s), mounting brackets, cables, and video wall software

F.3.2. Maintenance & Support

F.3.2.1 Contract for three-year agreement, 8x5x4 terms (Refer to Section C.3.12)

F.3.3 Professional Services 1 & 2 (Refer to Section G.5)

- F.3.3.1 Sixteen (16) hours of training on the software solution, multiple sessions
- F.3.3.2 Implementation Plan (pre-implementation) and “as-built” document (post-implementation) documents
- F.3.3.3 Consulting, mounting/connecting equipment, and developing, testing and installing custom programs/scripts for the solution (Refer to Section C.3.3.2)

F.4. **SCHEDULE:**

The Contractor shall complete all deliverables within twelve (12) months of the date of award. The date of award shall be the date the Contracting Officer signs the contract document or issues a notice to proceed (NTP). The M&S shall be a base year of (3) years. After the (3) year period agreement the Court’s have the right exercise the contract period for (4) (1) year periods.

End Section F

SECTION G -CONTRACT ADMINISTRATION DATA

G.1 **PAYMENT/INVOICES:**

G.1.1 The Contractor shall be compensated based on the cost indicated on the Cost Proposal and Terms of Payment below. (See G5)

G.1.2 Payments shall be made within 30 days after receipt and approval of invoices.

G.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 extended price of the services of supplies actually rendered;
- e. Date the services or supplies were rendered;
- f. Shipping & payment terms;
- g. Name and address of the 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 services or supplies were provided as stated.

G.3 The Contractor shall submit final invoices within thirty (30) days after the expiration of this contract.

G.4 In addition, the Contractor shall complete **Attachment J.8 - District of Columbia Courts Release of Claims form** and submit to the Contracting Officer for final payment.

G.5 Terms of Payment

Item #	Deliverable	% of Payment	Comments
1	Hardware/Software <ul style="list-style-type: none"> ▪ Video Wall solution hardware/software, including licenses 	100%	Percentage of total core hardware/software cost, upon complete/accurate delivery. Refer to Sections C.2-C.3, and F.3.1
2	Maintenance & Support <ul style="list-style-type: none"> ▪ Three-year agreement, 8x5x4 terms 	100%	Percentage of total maintenance & support cost, upon complete/accurate delivery. Refer to Sections C.3.11 and F.3.2
3	Professional Services 1 <ul style="list-style-type: none"> ▪ Implementation Plan ▪ Consulting with Courts' Capital Projects and Facilities Management Division and other teams for infrastructure requirements ▪ Mounting monitors in proper layout and connecting all necessary cables among the monitors, wall outlets, and content players 	50%	Percentage of total professional services, upon complete/accurate delivery. Refer to Sections C.2-C.3 and F.3.3
4	Professional Services 2 <ul style="list-style-type: none"> ▪ Developing, testing, and installing custom programs/scripts for the solution ▪ Actual content displayed (i.e. total solution in place) ▪ Training ▪ As-built document 	50%	Percentage of total professional services, upon complete/accurate delivery. Refer to Sections C.2-C.3 and F.3.3

G.6 **PAYMENT OFFICE:**

G.6.1 The Contractor shall prepare and submit invoices to:

Accounting Supervisor
Financial Operations Division
D.C. Superior Court
616 H Street, N.W., Suite 600
Washington, D.C. 20001
202-879-2813

G.7 **BILLING/PAYMENT:**

G.7.1 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 Contract Administrator, or in the case of a dispute, subject to final determination by the Contracting Officer.

G.8. **AUDITS:**

G.8.1 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.9 **CONTRACTING OFFICER :**

G.9.1 **Contracting Officer.** The District of Columbia Superior Court Contracting Officer who has the appropriate contracting authority is the only Courts official authorized to contractually bind the Courts through signing contract documents. All correspondence to the Contracting Officer shall be forwarded to:

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

G.9.2 **Contract Officer 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:

Mr. Clide Cork, Jr.
Project Management (Infrastructure)
Information and Technology Division
410 E St., N.W., Room 3900A
Washington, D.C. 20001
Telephone Number: 202-879-0037

G.10 **Authorized Representative of the Contracting Officer.**

G.10.1 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.10.2 **THE RESULTANT CONTRACTOR IS HEREBY FOREWARNED THAT ABSENT THE REQUISITE AUTHORITY OF THE CONTRACT ADMINISTRATOR TO MAKE ANY SUCH CHANGES, CONTRACTOR MAY BE HELD FULLY RESPONSIBLE FOR ANY CHANGES NOT AUTHORIZED IN ADVANCE, IN WRITING, BY THE CONTRACTING OFFICER, MAY BE DENIED COMPENSATION OR OTHER RELIEF FOR ANY ADDITIONAL WORK PERFORMED THAT IS NOT SO AUTHORIZED, AND MAY BE ALSO BE REQUIRED, AT NO ADDITIONAL COST TO THE COURTS, TO TAKE ALL CORRECTIVE ACTION NECESSITATED BY REASON OF THE UNAUTHORIZED CHANGES.**

End of G

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 RIGHTS IN DATA:

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

H.3.2 The term "Technical Data" as used herein, means recorded information regardless

of form or characteristic. It may, for example, document research, experimental, developmental work, or be used to define a design or process to produce, support, maintain, or update material or documentation. The data may be character, graphic or pictorial delineation in media such as drawings or photographs, text, or related design or performance type documentation. Examples of technical data include research data, documentation drafts, lists, specifications, profiles, standards, process sheets, manuals, and technical reports.

H.3.3 The term "Computer Software" as used herein, means all computer programs and relational computer databases, "Computer Programs" as used herein are defined as a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. Computer programs include operating systems, assemblers, compilers, interpreters, database management systems, utility programs, sort/merge programs, and automatic data processing equipment (ADPE) maintenance diagnostic programs.

H.3.4 All data first produced in the performance of any contract resulting from this solicitation process shall be the sole property of the District of Columbia Courts. The offeror hereby acknowledges that all data, including, without limitation, produced by the offeror for the process, are works made for hire and are the sole property of the District of Columbia Courts; but, to the extent any such data may not, by operation of law, be works made for hire, the Contractor shall transfer and assign to the Courts the ownership of copyright in works, whether published or unpublished. Further, the Contractor agrees to give the Courts all assistance reasonably necessary to perfect such rights, including but not limited to the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights at common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in any manner or form, authorize others to do so, without written consent of the District of Columbia Courts until such time as the Courts may release such data to the public domain. The Courts shall not unreasonably withhold consent to the offeror's request to publish or reproduce data in professional or public relations trade publications.

H.4 **SECURITY CLEARANCE:**

The Contractor's personnel shall be subject to the Courts' security clearance process.

End Section H

PART II

SECTION I - CONTRACT CLAUSES

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

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

I.2 Restriction On Disclosure and Use of Data.

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 Ethics in Public Contracting.

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

I.4 Disputes.

Any dispute arising under or out of this contract is subject to the provisions of 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(Supp. 2006) 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:

I.10.1.1 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 Insurance.

- I.11.1 Prior to execution of the contract, the Contractor shall obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the insurance specified below with an insurance company licensed or qualified to do business with the District of Columbia Courts. **All insurance shall set forth the District of Columbia Courts as an additional insured. The 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 must submit to the Contracting Officer a certificate of insurance as evidence of compliance within ten (10) calendar days after request.**
- I.11.2 Comprehensive General Liability: Insurance against liability for bodily injury insurance coverage in the amount of at least five hundred thousand dollars (\$500,000) per occurrence.
- I.11.3 Workers' Compensation: The Contractor shall carry Workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this agreement and the Contractor agrees to comply at all times with the provisions of the Workers compensation laws of the District.
- I.11.4 Comprehensive Automobile Liability Insurance (applicable to owned, non-owned and hired vehicles): The Contractor shall carry comprehensive automobile liability insurance applicable to owned, non-owned, and hired vehicles against liability for bodily injury and property damage in an amount not less than that required by law of the District's Compulsory/No-Fault Vehicle Insurance Act of 1982, as amended.
- I.12 **Cancellation Ceiling.**
- I.12.1 In the event of cancellation of the contract because of nonappropriation for any fiscal year after fiscal year 2008, 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.

End Section I

PART III

LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

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

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 offer, the offeror, if other than an individual who is making an offer 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.1.2.4 (ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. ;
- 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 offer, 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 9.104-1(g) and 19-602-1(a)(2) (i) and (ii).

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

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

Print Name of Authorized
Representative

Title

Signature of Authorized
Representative

PART IV

REPRESENTATIONS AND INSTRUCTIONS

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 Proposal Submission and Identification:

L.1.1 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 offers.

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

Solicitation Number: DCSC-16-RP-0048

Caption: Video Wall Solution

Proposal Due Date: August 1, 2016 no later than 3:00 p.m.

L.1.3 Confidentiality of Submitted Information:

L.1.3.1 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:

L.1.3.1.1 *"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.1.3.2 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:

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

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

L.1.4 Offerors submitting their proposals by mail must mail their proposals to the following address:

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

L.1.5 **Offerors submitting their proposals by hand delivery/courier services must hand deliver their proposals to the following address:**

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

L.2 Proposal Information and Format:

L.2.1 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/Statement of Work. 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.2.2 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. **Each offeror shall submit one completed copy of the RFP, one (1) original and five (5) copies of the Technical Proposal, and five (5) separately bound copies of the Price Proposal. Each proposal shall be properly indexed and include all information requested in the RFP.**

L.2 **PROPOSAL INFORMATION AND FORMAT:**

L.2.1 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.2.2 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. These shall be submitted in loose-leaf, three-ring notebooks for each copy of Volume I – Technical Proposal, and for each copy of Volume II - Price Proposal. See also, clause L.2.7 – Price Proposal.

L.2.2.1 **VOLUME I - TECHNICAL PROPOSAL SHALL COMPRISE THE FOLLOWING TABS:**

Tab A Qualifications of Offeror

Tab B Technical Approach

Tab C Past Performance

L.2.2.2 Volume II – Price Proposal shall comprise the following tabs:

Tab A Price Information -detailed price breakdown.

Tab B Contractual Information – all completed/required forms

L.2.2.3 **Each offeror shall submit one completed copy of the RFP, one (1) original and five (5) copies of the Technical Proposal, and five (5) separately bound copies of the Price Proposal. Each proposal shall be properly indexed and include all information requested in the RFP.**

L.2.3 **General Information**

L.2.3.1 In this section of the proposal, the offeror shall

L.2.3.1.1 Provide a brief description of its organization, including:

L.2.3.1.1.1 Ownership structure

L.2.3.1.1.2 Ownership by foreign corporation with an interest exceeding five (5) percent.

L.2.3.1.2 Describe in detail any local organization presence and its relationship with other localities.

L.2.4 **Technical Approach**

L.2.4.1 The offeror shall provide a **comprehensive plan to accomplish the work described in Section "C" - Description/Specifications/Statement of Work.** This shall include:

L.2.4.1.1 Overall understanding of the RFP requirements.

L.2.4.1.2 Documentation indicating the firm's capabilities and experience with same or similar type of service.

L.2.4.1.3 A logical approach to fulfilling the requirements of the RFP.

L.2.4.1.4 Staff's expertise, knowledge and experience, as well as, the organizational capacity to fulfill the stated obligations; and

L.2.4.1.5 Background and experience of all potential project personnel, resumes for the proposed staff that meet the requirements of Section C of this solicitation, if applicable.

L.2.5 **Experience, Qualifications and Resumes**

L.2.5.1 Each Offeror must provide the following information in this section:

L.2.5.1.1 Whether the offeror is a corporation, joint venture, partnership (including type of partnership) or individual;

L.2.5.1.2 Articles of incorporation, partnership or joint venture agreement;

L.2.5.1.3 **Copy of any current license, permit, registration or certification to transact business in the District of Columbia, if required by law to obtain such license, permit, registration or certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements;**

L.2.5.1.4 If the offeror is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements;

L.2.5.1.5 Name, address, and current phone number of offeror's contact person; and

L.2.5.1.6 **Three (3) recent letters of reference to include information about previously performed District or federal or private contracts providing similar and/or like services, inclusive of dates, contract amount, address and telephone number of the contract administrator. Each reference letter shall address client's satisfaction with offeror's performance and deliverables on similar projects.**

L.2.6 **Disclosure**

L.2.6.1 This section of the proposal shall include the disclosure information described below:

L.2.6.1.1 Disclosure details of any legal action or litigation past or pending against the offeror;

L.2.6.1.2 A statement that the offeror knows of no conflict between its interests and those of the District of Columbia Courts; and further that the offeror knows of no facts or circumstances that might create the appearance of a conflict between its interests and those of the District of Columbia Courts; and

L.2.6.1.3 Documentary evidence (e.g. certificates) that the offeror is authorized to conduct business in the District, and the offeror is current in its tax obligation to the District of Columbia.

L.2.7 **Price Proposal**

L.2.7.1 A separately bound price proposal must be submitted using the format provided in Section "B" of this RFP. The price furnished by the offeror shall be 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.

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

L.3.1 Proposals 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:

L.3.1.1 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 offers;

- L.3.1.2 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
- L.3.1.3 The proposal is the only proposal received.
- L.3.2 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.3.3 A late proposal, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.
- L.3.4 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.3.5 A late proposal, late modification or late withdrawal of offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

L.4 Questions:

- L.4.1 Questions concerning this Request for Proposals 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
jeffrey.washington@dcsc.gov
Phone No.: 202-879-7574

- L.4.2 For further information on submission of questions, please refer to section L.5 of this RFP.

L.5 Explanation to Prospective Offerors:

L.5.1 **Any prospective offeror desiring an explanation or interpretation of this solicitation must request it by e-mail by July 13 , 2016.** Requests should be directed to the procurement contact person at the address listed in Section L.4. Any substantive information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment to the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.6 Changes to the RFP:

L.6.1 The terms and conditions of this RFP may only be modified by written addenda issued by the Contracting Officer, any oral representations to the contrary notwithstanding.

L.7 Contract Award:

L.7.1 The Courts intend to award a contract to the responsible offeror for the services required under this RFP whose proposal is determined to be most advantageous to the Court, taking into consideration the evaluation factors set forth in Section M. In addition to the evaluation factors specified in Section M.1, a firm must meet the general responsibility criterion specified in section M.4 of this RFP to be considered for award.

L.7.2 The Courts may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a standpoint of price, technical, and other factors.

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 Offer

L.9.1 Offers 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 proposal the Representations and Certifications (Section A and Attachment J.2 - Anti-Collusion Statement, Attachment J.4 - Non-Discrimination, J.5 - Certification of Eligibility, J.6 - Tax Certification Affidavit and J.7 - Certification of a Drug-Free Workplace).

L.11 Retention of 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.1.3.

L.12 Public Disclosure under FOIA:

L.12.1 Trade secrets or proprietary information submitted by an 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 not 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 offers. Offeror's failure to acknowledge an amendment may result in rejection of the offer.

L.15 Right to Reject Proposals:

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

L.16 Proposal Preparation Costs

L.16.1 Each offeror shall bear all costs it incurs in providing responses to this RFP 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 firm-fixed price contract

L.19 Failure to Respond to Solicitation:

L.19.1 In the event that a prospective offeror does not submit an offer 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 an offer for three successive offer openings 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 Offers and Certifications:

L.20.1 Each offeror must 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 offer or resulting contract will be mailed to the address shown above on the offer in the absence of written instructions from the offeror or contractor to the contrary. Any offer submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any offer submitted by a corporation, followed by the signature and title of the person having authority to sign for the corporation. Upon request, an offeror shall provide to the Courts

satisfactory evidence of authority of the person signing on behalf of the corporation. If an agent signs an offer, 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 offer being rejected.

L.21 Errors in Offers:

L.21.1 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.22 Authorized Negotiators

L.22.1 The offeror shall include in its proposal a statement indicating those persons authorized to negotiate on the offeror's behalf with the District of Columbia Courts in connection with this Request for Proposals: (list names, titles, and telephone numbers of the authorized negotiators). 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.23 Acceptance Period

The Offeror agrees to keep its offer open for a period of one hundred and eighty (180) days from the date specified in the solicitation for the submission of proposals. If the Court requests Final Proposal Revision (FPR), the offeror shall keep is FPR open for a period of ninety (90) days from the date specified for submission of the FPRs.

PART V

SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD:

All responses will be evaluated and ranked by the Court utilizing the Evaluation Criteria under Section M.2. All responses will be evaluated and ranked by the Courts utilizing the written Evaluation Criteria under Section M.2. Interviews may be conducted with offerors determined to be in the competitive range. The recommendation for award will be based upon the total scores from the evaluation of the technical and price proposals, and if applicable, plus the interview.

M.2 EVALUATION CRITERIA:

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

ITEM NO.	TECHNICAL PROPOSAL SECTION	EVALUATION CRITERIA	POINTS
M.2.1	Tab A	<p>Qualifications of Offeror (0-40 points)</p> <ol style="list-style-type: none"> 1. The Offeror shall clearly demonstrate that it meets the minimum qualifications stated in Section C.1. 2. The Offeror must also describe its ability to and approach for ensuring coverage and continuity of services. 	0-40
M.2.2	Tab B	<p>Technical Approach and Methodology</p> <ol style="list-style-type: none"> 1. The Contractor shall describe in detail its approach and methodology for delivering ALL services specified in Section C.3 of this solicitation. 	0-35
M.2.3	Tab C	<p>Past Performance</p> <p>The Courts will evaluate the Offeror’s past performance on the basis of its reputation for the following:</p> <ol style="list-style-type: none"> 1. The product & services have been provided in contracts of equal or larger size providing similar and or like 	0-10

		<p>services, with successful problem resolution and delivery of each phase of the implementation and integration on time and within budget.</p> <p>2. Using Attachment J.9, three (3) letters of reference to the Courts to include information about previously performed District or Federal or private entity contracts of equal or larger size providing similar and/or like services, inclusive of dates of contract. Each reference shall address:</p> <ul style="list-style-type: none"> a. adhering to standards of good workmanship, including the technical, business, and administrative aspects of performance; b. timely and reliable service delivery, adhering to work schedules, response times, and deadlines; c. demonstrating a commitment to customer satisfaction; and d. positive working attitude. 	
M.2.4	<p align="center">PRICE PROPOSAL SECTION Tab A</p>	Price	15

M.3 DETERMINATION OF POINTS FOR PRICE:

M.3.1 There are 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 price(s) 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 2 requirements based upon the Offeror's technical and management approach?
- c. Are the proposed price(s) for hardware and software comparable to competitor's prices under this solicitation?
- d. Are the proposed price(s) for installing hardware and software comparable to Competitor's prices under this solicitation?
- e. Are the proposed price(s) for warranty and customer support comparable to Competitor's 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?

M.3.5 Total Points: (technical and price): 0-100 points

M.4 **PROSPECTIVE CONTRACTOR'S RESPONSIBILITY:**

M.4.1 In order to receive an award under this RFP, the Court's Contracting Officer must

determine that the prospective contractor has the capability in all respects to perform fully the contract requirements. To be deemed responsible, a prospective contractor must establish that it has:

- M.4.1.1 Financial resources adequate to perform the contract, or the ability to obtain them;
 - M.4.1.2 Ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
 - M.4.1.3 A satisfactory record of performance;
 - M.4.1.4 The necessary organization, experience, accounting and operational control, and technical skills, or the ability to obtain them;
 - M.4.1.5 Compliance with the applicable District licensing, tax laws, and regulations;
 - M.3.1.6 The necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and
 - M.4.1.7 Other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- M.4.2 The Courts reserves the right to request from a prospective contractor information necessary to determine the prospective contractor's responsibility. Information is to be submitted upon the request of the Courts within the time specified in the request. Failure of an offeror to comply with a request for information may subject the offeror's proposal to rejection on responsibility grounds. If a prospective contractor fails to supply the requested information, the Court's Contracting Officer shall make the determination of responsibility or nonresponsibility based on available information. If the available information is insufficient to make a determination of nonresponsibility, the Court's Contracting Officer shall determine the offeror to be nonresponsible.

Appendix A

Video Wall Mock-up



