

<b>SOLICITATION, OFFER, AND AWARD</b>				1. Caption				Page of Pages	
								1	48
2. Contract Number		3. Solicitation Number  <b>DCSC-22-RFP-32</b>		4. Type of Solicitation Sealed Bid (RFP) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Emergency		5. Date Issued  11/16/2021		6. Type of Market <input checked="" type="checkbox"/> Open - Construction, Building (General Construction, etc.) <input type="checkbox"/> Set Aside	
7. Issued By <b>DISTRICT OF COLUMBIA COURTS BUDGET AND FINANCE DIVISION 616 H STREET, N.W., ROOM 600 WASHINGTON, D.C. 20001</b>				8. Address Offer to: <b>DISTRICT OF COLUMBIA COURTS ADMINISTRATIVE SERVICE DIVISION 616 H STREET, N.W., ROOM 615 WASHINGTON, D.C. 20001 ATTN: Flor de Maria de Rivera</b>					
NOTE: In sealed bid solicitations "offer" or "Contractor" means "bid or "bidder"									
<b>SOLICITATION</b>									
<p>9. A. Sealed offers an original and <u>  3  </u> copies for furnishing the items in the Schedule will be submitted to the address listed above in Section 8; at the attention of Mrs. Flor de Maria de Rivera, not later than December 15, 2021, <b>3:00 p.m.(est.)</b> local time.</p> <p>A Pre-Proposal Tele Conference will be held on December 6 <b>at 1:00 PM</b> local time</p> <p>Offerors shall provide the following information no later than December 3 <b>@ 3:00 PM</b>, for all participants to (e-mail): <a href="mailto:maria.rivera@dccsystems.gov">maria.rivera@dccsystems.gov</a> Senior Contract Specialist <b>to participate in the conference call , provide:</b></p> <p style="margin-left: 40px;">a) Full name of the attendee</p> <p style="margin-left: 40px;">b) Name of the company the attendee is affiliated with</p> <p style="margin-left: 40px;">c) and email address</p>									
10. For Information Contact		A. Name		B. Telephone		C. E-mail Address			
		Flor de Maria de Rivera		(Area Code)	(Number)	(Ext)	Maria.rivera@dccsystem.gov		
11. Table of Contents									
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				X	M	Evaluation factors for award	46		
12. In conjunction with the above, the undersigned agrees, if this offer is accepted within <u>  120  </u> calendar days from the receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.									
13. Discount for Prompt Payment		10 Calendar days %	20 Calendar days %	30 Calendar days %	___ Calendar days %				
14. Acknowledgement of Amendments (The Contractor acknowledges receipt of amendments to the SOLICITATION):			Amendment Number	Date	Amendment Number	Date			
15A. Name and Address of Contractor					16. Name and Title of Person Authorized to Sign Offer/Contract				
15B. Telephone			<input type="checkbox"/> 15 C. Check if remittance address is different from above – Refer to section G		17. Signature		18. Award Date		
(Area Code)	(Number)	(Ext)							
<b>AWARD (TO BE COMPLETED BY THE DC COURTS)</b>									

All written communications regarding this solicitation should be addressed to the Contract Specialist and should be directed by e-mail to Flor de Maria de Rivera, Contract Specialist at [maria.rivera@dccsystem.gov](mailto:maria.rivera@dccsystem.gov).

This solicitation is **OPEN MARKET** procurement.

## **REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS**

### **1. ACKNOWLEDGMENT OF AMENDMENTS**

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

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

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

### **2. WALSH-HEALY ACT**

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

(a) Regular Dealer

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

(b) Manufacturer

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

### 3. BUY AMERICAN CERTIFICATION

The Bidder hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Clause 29 of the District of Columbia Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, “Buy American Act”), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

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

Each bidder shall check one of the following:

- \_\_\_\_ (a) No person listed in Clause 21 of the District of Columbia Courts General Contract Provisions will benefit from this contract.
- \_\_\_\_ (b) The following person(s) listed in Clause 21 of the District of Columbia Courts General Contract Provisions may benefit from this contract. For each person listed, attach the affidavit required by Clause 21 of the District of Columbia Courts General Contract Provisions.

### 5. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- (a) Each signature on the bid is considered to be a certification by the signatory that:
  - (1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices bid;
  - (2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening unless otherwise required by law; and
  - (3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.
- (b) Each signature on the bid is considered to be a certification by the signatory that the signatory;
  - (1) Is the person in the Bidder’s organization responsible for determining the prices being offered in this bid, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above;

or

- (2) (i) Has been authorized, in writing, to act as agent for the following principles in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above: \_\_\_\_\_  
(insert full name or person(s) in the organization responsible for determining the prices offered in this bid and the title of his or her position in the Bidder's organization);
- (ii) As an authorized agent, does certify that the principals named in subdivision (b) (2) (1) above have not participated, and will not participate, in any action contrary to subparagraphs (a) (i) through (a) (3) above; and
- (iii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.
- (c) If Bidder deleted or modifies subparagraph (a) (2) above, the Bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

## **6. TYPE OF BUSINESS ORGANIZATION**

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

## **7. PAYMENT IDENTIFICATION NO.**

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

Please list below applicable Contractor information:

Federal Tax Identification Number: \_\_\_\_\_

Or

Social Security Number: \_\_\_\_\_

Legal Name of Entity Assigned this Number: \_\_\_\_\_

Street Address and/or Mailing Address: \_\_\_\_\_

Courts, State, and Zip Code: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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

END OF SECTION A

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

### **B.1 PURPOSE**

The District of Columbia Courts are seeking proposals from qualified contractors who can provide professional armored car services. The objective of this Statement of Work is to identify a qualified contractor who can provide professional armored car services which includes the managed delivery and pickup of United States Currency (consisting of paper currency, coins, and checks). It is understood that the Contractor acting as an individual, partnership, corporation, or other legal entity, is of professional status, licensed to perform in the District of Columbia and licensed for all applicable professional discipline(s) requiring licensing and will be governed by the professional ethics in its relationship with the District of Columbia Courts.

### **B.2 BACKGROUND**

The District of Columbia Courts is located within the District of Columbia and services a Judicial campus composed of the District of Columbia Superior Court, District of Columbia Court of Appeals, three additional campus facilities as well as eight off-site annexes. Contained within these facilities is the Budget and Finance Division which manages the receipt and disbursement of Appropriated and non-appropriated funds. To that end, there is a requirement for the timely deliver and pick-up of US currency and it subsequent transport to and from the Financial institution designated by the District of Columbia Courts.

### **B.3 PERFORMANCE PERIOD**

The performance period any contract awarded as a result of this RFP is anticipated to be as follows: Base + 4 years.

Base Year:	January 1, 2022 – December 31, 2022
Option Year 1:	January 1, 2023 – December 31, 2023
Option Year 2:	January 1, 2024 –December 31, 2024
Option Year 3:	January 1, 2025 – December 31, 2025
Option Year 4:	January 1, 2026-December 31, 2026

### **B.4 PRICE**

1. In the Price, the Offeror should provide a detailed breakdown of the price as per attachment J.11 for each year of performance.
2. Prices quoted shall include all costs associated with the services provided. Additional fees will not be accepted.

3. Pick-up rates shall be quoted and remain firm and fixed for each specified term.
4. The Contractor will invoice the Courts the monthly rates established for each pick up location.
5. If the Courts where to reduce the number of pickups, the contract will be adjusted accordingly ( reduction of monthly rates).
6. If the Courts where to increase the number of pickups, the contract will be adjusted accordingly to a negotiated price.

**B.5 TYPE OF CONTRACT:** Fix Price Contract

**END OF SECTION B**

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

### **C.1 GENERAL:**

The Contractor shall dispatch an appropriate number of guards to pick-up and delivery US Currency to the District of Columbia Courts and to transport US Currency from the District of Columbia Courts to the designated financial institution.

The Courts reserves the right to negotiate pricing for additional locations according to pricing proposed in the Proposal Form. The Court also reserves the right to change locations and/or exclude locations at any time. The Contractor agrees to pick-up, receive, and deliver securely sealed or locked shipments, which may contain any or all the following:

- Cash, and
- Coins.

### **C.2 SECURITY:**

The Contractor will provide an adequate number of guards to effectively safeguard the Courts funds and will be responsible for its transit from one identified location to another.

### **C.3 ADDITIONAL GUARD REQUIREMENTS:**

1. Each guard must be in uniform while on the Courts property.
2. Each guard must have a company Identification visible and producible upon demand. They must also have an accompanying secondary piece of identification available for random 100% verification checks.
3. The Contractor must provide a listing containing the names of all persons authorized to service this contract. Changes to personal must be communicated to the Courts within 48 hours prior to providing services at any of the listed locations on Schedule J.1.
4. The Contractor shall certify that all guards meet licensing requirements to carry firearms and any other weapon on their person while on the Courts property.

### **C.4 DELIVERY SCHEDULE**

1. Upon successful award, the selected Contractor shall perform the described delivery and pickup services at each of these locations listed on table below:

#	LOCATION	FREQUENCY	TIME FRAME
1	Family Central Intake 500 Indiana Ave NW Room JM 540 Washington, DC 20001	Mon-Fri	11:00am-4:00pm
2	Family Child Support 500 Indiana Ave NW, Room JM 300 Washington, DC 20001	Mon-Fri	11:00am-4:00pm
3	Criminal Finance 500 Indiana Ave NW, Room 4001 Washington, DC 20001	Mon-Fri	11:00am-4:00pm
4	Civil Actions 500 Indiana Ave NW, Room 5000 Washington, DC 20001	Mon-Fri	11:00am-4:00pm
5	Courts Reporter 500 Indiana Ave NW, Room 5400 Washington, DC 20001	Mon-Fri	11:00am-4:00pm
6	Child Care Center 500 Indiana Ave NW, Room C-185 Washington, DC 20001	Wed and-Fri	11:00am-4:00pm
7	Court of Appeals Public Office 430 E Street NW Washington, DC 20001	Wed and-Fri	11:00am-4:00pm
8	Committee on Admissions 430 E Street, NW, Room 123 Washington, DC 20001	Wed and-Fri	11:00am-4:00pm
9	Probate Division 515 5 <sup>th</sup> Street NW, Room 314 Washington, DC 20001	Mon-Fri	11:00am-4:00pm
10	Small Claims 510 4th Street NW, Room 120, Washington, DC 20001	Mon-Fri	11:00am-4:00pm
11	Landlord & Tenant 510 4th Street NW, Room 110 Washington, DC 20001	Mon-Fri	11:00am-4:00pm
12	Budget and Finance Gallery Place, 6 <sup>th</sup> Floor, Room 600 Washington, DC 20001	Mon-Fri	11:00am-4:00pm

13	Special Operations Branch Tax Division 500 Indiana Ave NW, Room 4100 Washington, DC 20001	Mon-Friday	11:00 am-4:00 pm
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2. The Contractor must provide same day armored car pickup and secure delivery of bank deposits collected at each of the Courts locations noted above to the Courts designated banking institutions. The designated banking institution located at 901 7<sup>th</sup> Street, NW, Washington, DC 20001.

\* Additional pickup locations may be added in the near future.

## **C.5 SEALED CONTAINERS**

All pick-ups shall be in securely locked or sealed containers. The Contractor shall pick-up deposits consisting of monies from the designated Courts locations at the times specified herein. Each bag will be marked with the designated Courts location, the designated financial institution, and the total bank deposit per bag.

The Contractor shall not be required to pick-up containers that are not securely locked or sealed.

## **C.6 HOLIDAY SERVICE**

Bank holidays will be acknowledged for all locations. The Courts observes the following holidays; therefore, armor car service will not be required on these holidays.

- a. New Year's Day
- b. Martin Luther King Jr. Day
- c. President's Day
- d. Emancipation Day
- e. Memorial Day
- f. Independence Day
- g. Labor Day
- h. Veteran's Day
- i. Thanksgiving Day
- j. Day After Thanksgiving
- k. Christmas Eve Day, and
- l. Christmas Day.

## **C.7 POINT OF CONTACT**

The Contractor must provide two (2) points of contact (POC) each for both billing and service questions/issues available to the Courts. The Courts shall be updated immediately of any changes to POC's.

## **C.8 LOST OR DAMAGED DEPOSIT**

In the event of sealed deposit loss or damage, within twenty-four (24) hours of the loss or damage, the Contractor shall submit written reports to the Courts stating the type and amount of loss. Salvage, reclamation, and/or reparation shall begin as soon as possible following the loss or damage. All costs related to the loss or damage to the deposits in the care, custody, and control of the Service Provider shall remain the sole responsibility of the Contractor. The Courts will assist in the proper identification of any such sealed deposits lost or damaged and will make every effort to minimize costs and/or further loss of damage. However, the Courts' help to minimize costs does not, in any way, relieve the Contractor's liability of any loss or cost arising from this incident.

In the event of loss of bank deposit covered under this contract, the Courts shall give the Contractor written notice of such loss within two (2) business days of discovery of such loss, and Courts shall proceed to recover for any such loss accordingly.

## **C.9 MATERIALS**

1. Contractor must provide all needed supplies, including but not limited to: manifests, pick-up sheets, receipt books, access cards.

## **C.10 DEPOSIT PICK-UP PROCEDURE**

1. Contractor must provide a signed receipt to the Courts for deposits received at time of pick-up. Requests for copies of deposit pick-up receipts by the Courts designee will be provided by Contractor within one (1) business day of the original request. Contractor is solely liable for the security and contents of the deposit(s) and deposit bag(s) once the Court designee is given the receipt(s) and releases the sealed bags to the Contractor's carrier personnel. Contractor's liability ceases upon receipt of signature from an authorized employee at the financial institution. Other secure identification or deposit pick up/delivery procedures, if proposed and explained in detail, will be evaluated and; at the discretion of the Courts, these alternate procedures may be considered for incorporation into the contract.

## **C.11 DEPOSIT DROP-OFF PROCEDURE**

1. The Contractor shall provide a manifest detailing pickup time, amount, bag number and name of armored car personnel who picked up the bag.
2. At the time of deposit delivery to the designated financial institution for the Court, the Contractor must sign and retain a copy of the time stamped bank delivery receipt as proof of deposit bag delivery to bank. It will be the responsibility of the Contractor to ensure that proper standard and industry specific controls are in place to prevent any tampering of bags and their

contents. Other secure identification or deposit pick up/delivery procedures, if proposed and explained in detail, will be evaluated and; at the discretion of the Courts, these alternate procedures may be considered for incorporation into the contract.

#### **C.12 PICK-UP FAILURES OR DELAYS**

1. The Courts will not be charged if a location fails to have a deposit available for pick up at the designated pick-up time. The bag(s) will be carried forward to the next business day's pick-up.
2. If the Contractor fails to pick-up a scheduled deposit, they will reschedule accordingly at no additional cost to the Courts. Excessive missed pick-ups may result in termination of contract.
3. The Contractor will not be required to wait for the banking institution to reconcile the funds in the bag with the deposit slip.
4. If a pick-up or delivery is going to be late or missed, the designated Courts location shall be notified as soon as the delay is known and shall be rescheduled accordingly.
5. Contractor agrees that after 3 failed pick-ups, a credit will be given to the Court at the daily pick up rate defined in contractor's proposal.

#### **C.13 TRACKING**

Contractor is required to establish procedures to ensure that all bank deposit bags are tracked, inventoried, and delivered same day to the Courts designated financial institution.

#### **C.14 ADDITIONS/DELETIONS AND CHANGES OF SERVICES**

The Courts reserves the right to add and delete pick-up locations, change the day and/or times of service, change the designated financial institution, add similar services, and delete services as needed during the term of the contract with written notification to the Service Provider. Prices for services to be added to the contract will be mutually agreed to by the Courts and the Contractor.

#### **C.15 ARMORED TRANSPORT VEHICLE REQUIREMENTS**

1. All transport vehicles shall be properly armored and equipped for the service to be performed. Only armored transport vehicles shall be used. Standard unarmored vehicles are not acceptable.
2. The Contractor shall have available and provide, if necessary, back-up armored transport vehicles

and personnel in the event of equipment failure, accidents, or any other such occurrence which interferes with performance of the services required herein.

## **C.16 COURT COVID-19 REQUIREMENTS**

All District of Columbia Courts on-site contractors, shall ensure that each of their employees, agents, and subcontractors who provide goods or perform services in person in District of Columbia Courts' facilities or worksites, or who have in-person contact with other persons in order to complete their work under the contract have been either: (i) fully vaccinated against COVID-19 as required by current vaccination protocols, or (ii) undergoing weekly COVID-19 testing and only reporting to the workplace when such test result is negative, and are wearing masks while working.

Contractors shall be responsible for ensuring compliance with this Order by their employees, agents, and subcontractors, and failure to do so *may* result in adverse consequences. Each District of Columbia Courts contractor shall, at the request of the District of Columbia Courts, provide to the District of Columbia Courts a certification of its compliance with this requirement.

Contractors also may be required to demonstrate further proof of vaccination and COVID-19 test results upon request of the Administrative Services Division of the District of Columbia Courts. Completed vaccination certification forms, and related records, shall be treated as private records exempt from disclosure. Information included on the forms may be used internally by the District of Columbia Courts for verification and as any other operational needs require, consistent with local and federal laws and regulations.

Nothing in this Order shall be deemed to prevent contractors from imposing stronger vaccination requirements on their employees, agents, or subcontractors, subject to applicable federal and local laws and regulations.

END OF SECTION C

## **SECTION D - PACKAGING AND MARKING**

This section is not applicable to this solicitation.

END SECTION D

## **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 re-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.

**END SECTION E**

## **SECTION F - DELIVERIES AND PERFORMANCE**

### **F.1 Term of Contract:**

F.1.1 The term of the contract shall be for one year from the date of contract award. The date of award shall be the date the Contracting Officer signs the contract document.

F.1.2 The term of the contract shall be for one year (Base) year, and The Courts may extend the term of this contract for a period of four (4) one-year, option periods, or successive fractions thereof, by written notice.

F.2 Estimated Base Contract Period of Performance: From January 1, 2022 to December 31, 2022.

### **F.3 Commencement of Work:**

The start work date will be mutually agreed upon by the COTR and the Contractor

### **F.4 Deliverables:**

F.4.1 All Deliverables shall be in a form and manner acceptable to the Courts. The Contractor shall provide to the Contract Officer's Technical Representative (COTR) the deliverables specified on Section C.

END SECTION F

## SECTION G -CONTRACT ADMINISTRATION DATA

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

- G.1.1 The Courts will make invoice payments under the terms and conditions specified in the contract. The Contractor will be compensated upon completion and acceptance of the work as specified in the contract. Payments shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. The contractor shall be compensated as set forth below.
- G.1.2 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 vendors' (contractors') 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>.
- G.1.3 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](mailto:IPPCustomerSupport@discal.treasury.gov) or by phone (866) 973-3131.
- G.1.4 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:
- Name and address of the Contractor,
  - The purchase order number,
  - Invoice date,
  - Invoice number,
  - Name of the Contracting Officer Technical Representative (COTR),
  - COTR email address, and
  - Description, % complete, milestone complete per the deliverables defined in the task order.
- G.1.5 Once the electronic invoice has been submitted through IPP, no later than 2 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.
- G.1.6 The Contracting Officer's Representative (COTR) shall review each electronic invoice

for certification of receipt of satisfactory services prior to authorization of payment.

G.1.7 The invoice form to be reported with the following elements:

<b>TOTAL EXPENDITURES</b> <b>(Document Number: XXX-X-XX-XXXX-XX)</b>					
Line Item	Description	Approved Budget	Amt. Voucher To Date	Amt. Voucher This Period	Balance of Approved Budget
0001		\$XXXX.XX	\$XXXX.XX	\$XXXX.XX	\$XXXX.XX
0002		\$XXXX.XX	\$XXXX.XX	\$XXXX.XX	\$XXXX.XX
<b>Total</b>		\$XXXX.XX	\$XXXX.XX	\$XXXX.XX	\$XXXX.XX

(1) The invoice shall include a certification, signed by an authorized representative of the Contractor, as follows:

The undersigned hereby certifies to the best of my knowledge and belief that the fiscal report and any attachments have been prepared from the books and records of the Contractor in accordance with the terms of this contract and are correct: the sum claimed under this contract is proper and due, and all the costs of contract performance (except as herewith reported in writing) have been paid, or to the extent allowed under the applicable payment clause, will be paid currently by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and the quantities and amounts involved are consistent with the requirements of this Contract; all required Contracting Officer approvals have been obtained; and appropriate refund to The Court will be made promptly upon request in the event of disallowance of costs not reimbursable under the terms of this contract.

BY: \_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

G.1.8 Upon compliance by the Contractor with all the provisions of this contract, acceptance by The Courts of the work and final report, and a satisfactory accounting by the Contractor of all The Courts-owned property for which the Contractor had custodial responsibility, The Courts shall promptly pay to the Contractor any moneys (dollars or local currency) due under the completion voucher. The Courts will make suitable reduction for any disallowance or indebtedness by the Contractor by applying the proceeds of the voucher first to such deductions and next to any un-liquidated balance of advance remaining under this contract.

## **G.2 Final Invoice**

G.2.1 The Contractor shall submit final electronic invoice (s) within thirty (30) days after

the COMPLETION of each Task Order. 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.

- G.2.2 The Contractor must contact the COTR in order to obtain a D.C. Courts Release of Claims form. 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.3 Tax Exempt**

- G.3.1 The Courts is exempt from taxation pursuant to D.C. Code 47-2005(1).

**G.4 Prompt Payment Act**

- G.4.1 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.4 BILLING/PAYMENT**

- G.4.1 Payment to the Contractor for items delivered and services satisfactorily performed shall be made by the Courts once the Contractor's certified invoice has been accepted by the **COTR**, or in the case of a dispute, subject to final determination by the Contracting Officer.

**G.5 AUDITS**

- G.5.1 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) calendar days after written notification.

**G.6 CONTRACTING OFFICER AND CONTRACTING OFFICER'S REPRESENTATIVE (COTR)**

- G.6.1 **Contracting Officer.** The District of Columbia Courts' Contracting Officer who has the appropriate contracting authority is the only Courts official authorized to contractually bind the Courts through signing contract documents. All correspondence to the Contracting Officer shall be forwarded to:

Louis W. Parker Administrative Officer

Administrative Services Division District of Columbia Courts  
616 H Street, N.W., Suite 616  
Washington, D.C. 20001  
Telephone: 202-879-2803  
Facsimile: 202-879-2835

**G.6.2 AUTHORIZED REPRESENTATIVE OF THE CONTRACTING OFFICER (COTR)**

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.6.3 TECHNICAL DIRECTIONS/RELATIONSHIP WITH THE COURT**

- a) Technical Directions are defined to include:
  - 1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
  - 2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;
  - 3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.
- b) The COTR is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:
  - 1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
  - 2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.
  - 3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as “Contracting Officer’s Representative “with a copy furnished to the Contracting Officer.

- 4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.
- 5) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

**LIMITATIONS:** The Contracting Officer's Representative is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by The Courts. The Contracting Officer's Representative may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of LOE. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, and schedules shall be made only by the Contracting Officer.

- c) In the separately-issued Contracting Officer's Representative Designation letter, the CO designates an alternate Contracting Officer's Representative to act in the absence of the designated Contracting Officer's Technical Representative, in accordance with the terms of the letter.
- d) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations. The Contractor and the Contracting Officer's Representative shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.
- e) Failure by the Contractor to report to the Administrative Contracting Office, any action by the Court considered to a change, within the specified twenty (20) calendar days (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

**G.6.4 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.**

**END OF SECTION 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.4 Contractor Management Responsibility**

H.4.1 The Contractor shall appoint a Project Manager who will be the Contractor's Authorized Representative for technical and administrative performance of all services required hereunder. The Project Manager shall provide the single point of contact through which all Contractor/Court communications, work and technical direction shall flow. The Project Manager will be responsible for insuring that any requested changes be made to the final product.

### **H.5 Termination of Contract**

H.5.1 If the Contractor fails to abide by any or all of the provisions of the contract, the Court may terminate the right of the Contractor to proceed.

## **H.6 RESERVED**

## **H.7 Safety Precautions:**

H.7.1 The Courts its officers, agents, servants and employees shall not be held liable for any property damages or physical harm resulting from inadequate protection.

## **H.8 Use of Premises**

H.8.1 The Contractor shall comply with the regulations governing the operation of premises, which are occupied and shall perform his contract in such a manner as not to interrupt or interfere with the conduct of Court.

H.8.2 Any work necessary to be performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the Court.

H.8.3 The Contractor shall use only such entrances to the work area as designated by the COTR.

H.8.4 Only such portions of the premises as required for proper execution of the contract shall be occupied.

END SECTION H

## **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:**

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

### **I.3 Ethics in Public Contracting:**

The Bidder shall familiarize itself with the Court's policy entitled "Ethics In Public Contracting". The bidder shall abide by such provisions in submission of its bid 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 the Court's "Contract Disputes Procedures," as approved by the Joint Committee on Judicial Administration.

### **I.5 Laws and Regulations:**

All applicable laws, Courts rules and regulations shall apply to the contract throughout, and they will be considered to be included in the contract the same 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 1-2512 (1981 ed.) which will be incorporated into any contract awarded. The Contractor agrees to comply with requests from the Courts to support the Contractor's adherence to this section.

### **I.7 Examination of Books and Records:**

The Contracting Officer, the Inspector General or any of its 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 to the Contract. 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. 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:

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 Louis Parker  
District of Columbia Courts  
Capital Projects and Facilities Management Division  
616 H Street, NW, 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 Reserved**

**I.12 Insurance:**

- I.12.1 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.12.2 Comprehensive General Liability: Insurance against liability for bodily injury insurance coverage in the amount of at least five hundred thousand dollar (\$500,000) per occurrence.
- I.12.3 Workers' Compensation: The 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.12.4 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.12.5 Professional (E&O) Liability Insurance with minimum acceptable limits of \$1,000,000 per claim, \$2,000,000 aggregate. Claims-made is acceptable.
- I.12.6 "All Risk" Armored Car Cargo Liability (Transit & Storage): \$1,000,000 limit with coverage for money, including currency, coin, checks, and other valuables against all risks of physical loss of or damage to the Courts should include employee fidelity

END SECTION I

## **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 District of Columbia Courts Sexual Harassment Policy**
- J.10 Bid / Offer Cost**
- J.11 Cost Breakdown Sheet**
- J.12 Company Profile**
- J.13 References**
- J.14 Project Approach Narrative**
- J.15 Supplier Information Form**
- J.16 DC Tax Exempt Certificate**

END SECTION J

## **REPRESENTATIONS AND INSTRUCTIONS**

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

#### **K.1 Certification Regarding a Drug-Free Workplace**

K.1.1 Definitions. As used in this provision:

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

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

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

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

K.1.1.5 "Employee" means an employee of the 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 thirty (30) calendar days after contract award (unless a longer period is agreed to in writing), for contracts of thirty (30) calendar days or more performance duration, or as soon as possible for contract of less than thirty (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 five (5) calendar days after such conviction;
- K.1.2.5 Notify the Contracting Officer in writing within ten (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 thirty (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

## **REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS**

### **K.1. ACKNOWLEDGMENT OF AMENDMENTS**

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

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

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

### **K.3 . 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.4 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

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

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

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or

competitor before bid opening unless otherwise required by law; and

- (3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.
- (b) Each signature on the bid is considered to be a certification by the signatory that the signatory;
  - (1) Is the person in the Bidder's organization responsible for determining the prices being offered in this bid, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above; or
  - (2)
    - (i) Has been authorized, in writing, to act as agent for the following principles in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above:

(insert full name or person(s) in the organization responsible for  
determining the prices offered in this bid and the title of his or her position in the Bidder's organization);

- (ii) As an authorized agent, does certify that the principals named in subdivision (b) (2) (1) above have not participated, and will not participate, in any action contrary to subparagraphs (a) (i) through (a) (3) above; and
    - (iii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.
- (c) If Bidder deleted or modifies subparagraph (a) (2) above, the Bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

#### **K.5. TYPE OF BUSINESS ORGANIZATION**

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

**K.6. PAYMENT IDENTIFICATION NO.**

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

Please list below applicable Contractor information:

Federal Tax Identification Number: \_\_

Or

Social Security Number: \_\_\_\_\_

Legal Name of Entity Assigned this Number: \_\_\_\_\_

Street Address and/or Mailing Address: \_\_\_\_\_

City, State, and Zip Code: \_\_\_\_

Type of Business: \_\_\_\_

Telephone Number: \_\_

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

**END OF SECTION K**

## **REPRESENTATIONS AND INSTRUCTIONS**

### **SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS**

#### **SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

##### **L.1 CONTRACT AWARD**

##### **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 Proposals shall be submitted in a sealed proposal package. 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-22-RFP- 32

Caption: Armored Car Services

Proposal Due Date & Time: December 15, **2021 BY 3:00 PM**

##### **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 may submit Proposals either by mail or by hand delivery/courier services.**

L.1.4.1 **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: Flor de Maria Rivera, Senior Contract Specialist  
616 H Street, N.W., Suite 612  
Washington, D.C. 20001  
[Maria.rivera@dccsystem.gov](mailto:Maria.rivera@dccsystem.gov)

L.1.4.2 **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:Flor de Maria Rivera, Senior Contract Specialist  
701 7<sup>th</sup> Street, N.W., Suite 612  
Washington, D.C. 20001

L.2 **Proposal Information and Format.**

L.2.1 **Each Offeror shall submit one (1) completed copy with original signatures and one (1) completed copy on USB. Four (4) separately bound copies of the Technical Proposal, and Four (4) separately bound copies of the Price Proposal . Each proposal shall be properly indexed and include all information requested in the RFP.**

L.2.2 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: 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.2.3 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 (see table L.2.5), and for each copy of Volume II - Price Proposal (see L.2.6).** Each bidder shall also include one (1) electronic copy (CD) that should include a copy of both the technical volume and a copy the pricing volume together.

L.2.4 An offeror may modify or withdraw its proposal at any time before the closing date and time for receipt of proposals.

**L.2.5 Volume I - Technical Proposal shall comprise the following tabs and information:**

TAB	INFORMATION	POINTS
Tab A	<p><b>Transmittal Letter, Certifications, Affidavits, &amp; Other Submissions</b></p> <p>Offerors shall submit a cover letter, signed by an authorized principal or agent of the company, as well as the name, title, email address and phone number of the person to whom the Authority may direct questions concerning the proposal. Include a statement by the Offeror accepting all terms and conditions contained in this RFP, signed by an officer or individual with authority to bind the firm. Include all certifications requested on Section A and K.</p> <p><b><u>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 bidder 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 bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements;</u></b></p>	0
Tab B	<b>Company Profile Qualification and Experience (see Attachment J. 12)</b>	20

Tab C	<b>References/Past Performance (see Attachment J.13)</b>	<b>10</b>
Tab D	<b>Project Approach Narrative (See Attachment J.14)</b>	<b>30</b>
Tab E	<p><b>Insurance</b> The Courts require that the armored car provider be bonded and carry sufficient amount of liability insurance to cover losses. The Contractor shall ensure all bank deposits are insured in full in the event of theft or loss.</p> <p>A) : Please submit with their proposal a sample certificate of insurance from a recent project that meets the requirements.</p> <p>B) The Contractor shall detail their liability insurance that covers lost or theft .</p> <p>If you do not currently carry the level of insurance that is required you must submit a letter from your insurance company indicating that they will provide the required insurances as outlined in this RFP if awarded a contract.) <b><u>Insurance requirements will not be negotiated after the proposal due date.</u></b></p>	<b>10</b>
Tab G	<p><b>Disclosure</b></p> <p>Offeror must provide complete financial statements for the last three years, which have been audited or reviewed by an independent Certified Public Accountant who is not an employee of the Offeror. Complete financial statements must include, at a minimum, a balance sheet, income statement, reconciliation of equity, and a cash flow statement. Offeror may only submit one copy of their financial statements either with the original proposal or in a separate envelope marked "confidential".</p> <p>Provide a summary and the status of any current or ongoing legal actions, suits, proceedings, claims or investigations pending with any governmental agency with which the Offeror has had or currently has a contractual relationship. The existence of any such pending actions, suits, proceedings, claims or investigations may be a factor considered by the Authority in determining which Offeror should be awarded that contract but will not automatically disqualify the Offeror from</p>	<b>0</b>

	consideration. Should there be no legal actions, suits, proceedings, claims or investigations pending with any governmental agency with which the Offeror has had or currently has a contractual relationship, a statement to that effect will be included.	
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**L.2.6 Volume II – Price Proposal shall comprise the following tab:**

<b>TAB</b>	<b>PRICE</b>	<b>POINTS</b>
<b>Tab A</b>	Price proposal” must be submitted using the format provided Attachment J.10 of this RFP.	<b>30</b>
<b>Tab B</b>	Price Information -detailed price breakdown of all pricing sheets Attachment J.11	

**L.2.6.1** 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 reasonability evaluation purposes.

**L.2.6.2** 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.

**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** no later than December 1, 2021 3:00 PM to:
- Flor de Maria de Rivera, Senior Contract Specialist  
Procurement and Contracts Branch  
Administrative Services Division  
District of Columbia Courts  
616 H Street, N.W., Suite 622  
Washington, D.C. 20001  
E-mail address: [maria.rivera@dccsystem.gov](mailto:maria.rivera@dccsystem.gov)

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 email no later than December 1, 2021, by 3:00 p.m.** Requests should be directed to the procurement contact person at the e-mail address listed in Section L.4. **ANY RESPONSE TO QUESTIONS AND AMENDMENTS TO THE SOLICITATION WILL BE POSTED TO THE DC COURTS WEBSITE UNDER THE TAB MARKED ABOUT/PROCUREMENT AND CONTRACTS. The DC Courts website is: [www.dccourts.gov](http://www.dccourts.gov) or click this link <https://www.dccourts.gov/about/procurement-contracts-branch>.** 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 make multiple awards to the responsible offerors whose proposal represents the best value to the Courts taking into consideration the evaluation factors set forth in Section M.

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.7.3 Final Proposal Revisions (FPRs).**

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. However, if discussions are held with offerors, all offerors within the competitive range will be notified regarding the holding of discussions and will be provided an opportunity to submit written Final Proposal Revisions at the designated date and time. If any modification is submitted, it must be received by the date and time specified and is subject to the "Late Submissions, Modifications and Withdrawals of Proposals" provisions of this solicitation. After receipt of Final Proposal

Revisions, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the Courts best interest to do so. If discussions are reopened, the Contracting Officer shall issue an additional request for Final Proposal Revisions to all offerors still within the competitive range.

**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 Price Proposal – Tab B the Representations and Certifications (Attachment J.2 - Anti-Collusion Statement, Attachment J.3 – Ethics in Public Contracting, 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 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 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 reserve 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 Fix Price**

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 offer 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 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 must include 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, if its offer is accepted within one hundred twenty (120) days from the date specified in this solicitation for the submission of proposals, or if its a Final Proposal Revision (FPR) is accepted within one hundred twenty (120) days from the date specified for submission thereof to furnish services at the price stated in the Price proposal, delivered or performed at the designated place within the time specified in this solicitation.

**L.23 PRE-PROPOSAL TELECONFERENCE**

A Pre-Proposal Tele-Conference will be held on December 6, 2021 **at 1: PM** local time. Offerors shall provide the following information no later than December 3 **@ 3:00 PM,** for all participants to (e-mail): [maria.rivera@dccsystems.gov](mailto:maria.rivera@dccsystems.gov), Senior Contract Specialist

**To participate in the Teleconference call , please provide:**

- a) Full name of the attendee
- b) Name of the company the attendee is affiliated with
- c) and email address

**END SECTION L**

## SECTION M - EVALUATION FACTORS

### SECTION M: EVALUATION FACTORS

#### M.1 EVALUATION FOR AWARD

The contract will be awarded to the responsible offeror whose offer is 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 the award. Rather, the total scores will guide the Courts in making an intelligent award decision based upon the evaluation criteria.

#### M.2 RATING

TAB	EVALUATION CRITERIA	POINTS
Tab B	<b>Company Profile Qualification and Experience (see Attachment J. 12)</b>	<b>20</b>
Tab C	<b>References/Past Performance (see Attachment J.13)</b>	<b>10</b>
Tab D	<b>Project Approach Narrative (See Attachment J.14)</b>	<b>30</b>
Tab E	<b>Insurance (Refer to L.2.5 Tab E requested information)</b>	<b>10</b>
Tab F	<b>Price (See Attachment J.10 and J.11)</b>	<b>30</b>
	<b>Total</b>	

#### M.3 Price Proposal Evaluation

**M.3.1 The Courts will evaluate each Offeror's price proposal for realism, reasonableness, and completeness. This evaluation will reflect the Offeror's understanding of the solicitation requirements and the validity of the Offeror's approach to performing the work.**

**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.

- 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?

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 price evaluation will be objective.