

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

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

**DATE ISSUED:** January 22, 2021

**OPENING DATE:**

**OPENING TIME:** \_\_\_\_\_

**CLOSING DATE:** February 22, 2021

**CLOSING TIME:** 12:00 Noon, EST

**ATION NUMBER:** DCSC-21-FSS-40

**OFFER/BID FOR:** Purell Hand Sanitizing Equipment

**MARKET TYPE:** Open

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

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

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

CONTRACT NO. _____ AWARD AMOUNT \$ _____	
ACCEPTED AS TO THE FOLLOWING ITEMS:	
CONTRACT PERIOD: _____	<div style="text-align: right;">           DISTRICT OF COLUMBIA COURTS             BY: _____            CONTRACTING OFFICER             AWARD DATE _____         </div>

All written communications regarding this solicitation should be addressed to the Contracting Officer at the mailing address listed on page 1. All communications should be directed by email to Yasmine Ali, Contract Specialist at [yasmine.ali@dccsystem.gov](mailto:yasmine.ali@dccsystem.gov).

The prospective bidders shall submit questions no later than on Friday, January 5, 2021. The Courts will not consider any questions received after 4:00 P.M. on Friday, January 5, 2021. Written questions and inquiries should be submitted by email to Yasmine Ali, Contract Specialist at [yasmine.ali@dccsystem.gov](mailto:yasmine.ali@dccsystem.gov).

The Courts will post all amendments and responses to bidders questions in the DC Courts website at <https://www.dccourts.gov/about/procurement-contracts-branch>. Oral explanations or instructions given by Courts Officials before the award of the contract will not be binding.

# **1. ACKNOWLEDGMENT OF AMENDMENTS**

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

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

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

## PART I

### SECTION B: SUPPLIES OR SERVICES AND PRICE

**B.1.** The District of Columbia Courts, Procurement and Contracts Branch, on behalf of the Executive Office Division (the Courts) is seeking a contractor to provide Purell Hand Sanitizing Equipment in accordance to the specifications on Section C of this solicitations.

**B.2** The Courts contemplate award an Indefinite Delivery-Indefinite Quantity (“IDIQ”) Contract with fixed unit price as a result of this solicitation to the responsive and responsible bidder who has the lowest bid.

Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause on section G.6. The Contractor shall furnish to the Courts, when and if ordered, the supplies or services specified in the Schedule up to and including the maximum quantity, under schedule B.3. The Courts will order at least the minimum quantity, under schedule B.3.

There is no limit on the number of orders that may be issued. The Courts may issue orders requiring delivery to multiple destinations or performance at multiple locations.

Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Courts' rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the contractor shall not be required to make any deliveries under this contract after contract expiration date.

#### B.3 SCHEDULE – IDIQ

The following is a list of item(s) covered by this solicitation:

##### B.3.1 BASE YEAR

Contract Line Item No. (CLIN)	Item Description Purell Hand Sanitizing Equipment	Price Per Unit Each	Quantity Minimum	Minimum Total Price	Est. Quantity Maximum	Maximum Total Price
CLIN 0001	PURELL® Professional Advanced Hand Sanitizer Fragrance Free Foam – Reill for PURELL ES6 Touch-Free Hand Sanitizer Dispensers – Model# 6452-02	\$__per unit	200	\$_____	800	\$_____

<b>CLIN 0002</b>	PURELL MESSENGER ES6 Silver Panel Floor Stand with Dispenser Touch-Free – Model # 7306-DS-SLV	\$__per unit	<b>70</b>	\$_____	<b>200</b>	\$_____
<b>Grand Total for B.3.1</b>				\$_____		\$_____

## SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

### C.1 BACKGROUND

**C.1.1** DC Courts (the Courts), consisting of District of Columbia Court of Appeals, District of Columbia Superior Court, and their business support unit – the Court System, are the judicial branch of the District of Columbia government. The Courts’ mission is to protect rights and liberties, uphold and interpret the law, and resolve disputes peacefully, fairly and effectively in the Nation's Capital. The Courts’ mission and its operations rely heavily on information technology, and the organization’s dependence on technology will increase with the adoption of additional services and technologies in the future.

**C.1.2** The Courts’ Judiciary Square campus is comprised of six (6) buildings:

**C.1.2.1** 500 Indiana Avenue N.W. (known as the Moultrie Courthouse),

**C.1.2.2** 515 5th St. N.W. (known as the Building A),

**C.1.2.3** 510 4th St. N.W. (known as the Building B),

**C.1.2.4** 410 E St. N.W. (known as the Building C),

**C.1.2.5** 430 E St. N.W. (known as the Historical Courthouse),

**C.1.2.6** 616 H St. N.W. (known as Offices in Gallery Place);

**C.1.2.7** A number of smaller but mission critical field units are strategically located around the city.

**C.1.3** This solicitation focuses on the acquisition of items required as part of its ongoing effort to combat the COVID-19 pandemic and ensure a safe working environment for essential employees and courtrooms. These Purell Hand Sanitizing Units are required to mitigate contaminants' spreading from employees, the general public, and other parties in Court matters.

## **C.2 SCOPE OF WORK**

**C.2.1** The Courts is seeking to procure the items listed in section B.3 Schedule – IDIQ Purell Hand Sanitizing Equipment. The items are required to meet the following minimum standards:

- Purell Hand Sanitizer Dispenser Cartridge Refill Foam
- Purell Hand Sanitizer Touch Free Dispenser.

## **D. PACKAGING AND MARKING** (Not applicable to this solicitation)

## **E. INSPECTION OF SUPPLIES**

(a) “Supplies,” as used in this clause, includes, but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notification of rejection. Upon the Contractor’s failure to cure within ten (10) days after date of notification, the Court may return the rejected materials or supplies to the Contractor at the Contractor’s risk and expense.

(c) The Contractor shall provide and maintain an inspection system acceptable to the Court covering supplies under this contract and shall tender to the Court for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Court during contract performance and for as long afterwards as the contract requires. The Court may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under this contract.

(d) The Court has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Court will perform inspections and tests in a manner that will not unduly delay the work. The Court assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in the contract.

(e) If the Court performs inspection or test on the premises of the Contractor or subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities, and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Court will bear the expense of Court inspections or tests made at other than Contractor's or subcontractor's premises, provided, that in case of rejection, the Court will not be liable for any reduction in the value of inspection or test samples.

(1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes re-inspection or retest necessary.

(f) The Court has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or otherwise not in conformity with contract requirements. The Court may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and when required, shall disclose the corrective action taken.

(h) If the Contractor fails to remove, replace, or correct rejected supplies that are required to be replaced or corrected within ten (10) days, the Court may either (1) by contract or otherwise, remove, replace or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i) If this contract provides for the performance of Court quality assurance at source, and if requested by the Court, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract, and (ii) when the supplies will be ready for Court inspection.

(j) The Court request shall specify the period and method of the advance notification and the Court representative to whom it shall be furnished. Requests shall not require more than two business days of advance notification if the Court representative is in residence in the Contractor's plant, nor more than seven business days in other instances.

(k) The Court will accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Court failure to inspect and accept or reject the supplies

shall not relieve the Contractor from responsibility, nor impose liability upon the Court, for non-conforming supplies.

(l) Inspections and tests by the Court do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

## **F. DELIVERIES AND PERFORMANCE**

### **F.1 DELIVERABLES**

**F.1.1** The supply/equipment items listed on section B.3 Schedule –the initial IDIQ order shall be delivered within thirty (30) days from day of award issue of purchase order.

### **F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT:**

The Courts may extend the term of this contract for four (4), one (1) year periods, or a fraction, or multiple fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the Courts shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Courts to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the 30-day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

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

### **F.3 DELIVERY LOCATION**

The items shall be delivered to the DC Court Warehouse located in Cheverly, Maryland at:

**District of Columbia Courts Warehouse**

**ATT: Thomas Hedgepeth**

6217 Columbia Park Road

Cheverly Maryland, 20785

Telephone Number: 202-879-1778

## G. CONTRACT ADMINISTRATION DATA

### 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, quality, unit of measure, and extended price of the services or supplies actually rendered.
- 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 Technical Representative (COTR) shall review each electronic invoice for certification of receipt of satisfactory services prior to authorization of payment.

## **G.2 FINAL INVOICE**

**G.2.1** The Contractor shall submit final electronic invoice (s) within thirty (30) days after the expiration of this contract. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

## **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.5 PAYMENT**

**G.5.1** Payment to the Contractor for services satisfactorily performed shall be made by the Courts once the Contractor's certified invoice has been approved by the **COTR**, or in the case of a dispute, subject to final determination by the Contracting Officer.

## **G.6 ORDERING CLAUSE**

- a) Any supplies and services to be furnished under this contract must be ordered by issuance of purchase order issued by the Contracting Officer. Such orders may be issued during the term of this contract.
- b) All purchase orders are subject to the terms and conditions of this contract. In the event of a conflict between purchase order and this contract, the contract shall control.
- c) If mailed, the purchase order is considered "issued" when the Courts deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

## **G.7 CONTRACTING OFFICER (CO)**

Contracts will be entered into and signed on behalf of the Courts only by contracting officers. The name, address and telephone number of the Contracting Officer is:

**Darlene D. Reynolds**  
**Contracting Officer**  
**Administrative Services Division**  
**DC Courts**  
**616 H Street, N.W., Suite 612**  
**Washington, DC 20001**

## **G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

**G.8.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

## **G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

**G.9.1** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

**Mr. Thomas Hedgepeth**  
**Chief Security Officer**  
**Executive Office Division**  
**500 Indiana Ave, NW, Suite 3700.10**  
**Washington DC, 20001**  
**Telephone Number: 202-879-1778**  
**[Thomas.Hedgepeth@dcsc.gov](mailto:Thomas.Hedgepeth@dcsc.gov)**

**G.9.2** The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.

**G.9.3** The 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 also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

## **G.10 AUDITS**

**G.10.1** 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.

## **H. SPECIAL CONTRACT REQUIREMENTS**

A: Contractor must be in SAMs (System for Award Management) or be in the process of being registered in SAMs (System for Award Management). Failure to successfully register in SAMs (System for Award Management) is grounds for contract termination.

B: The Court reserves the right to raise the maximum quantities upon bilateral agreement between the Courts and the selected vendor, provided that the increase does not exceed twenty-five percent (25%) of the original maximum quantity listed on the initial contract award.

C: The Courts reserved the right the cancel the contract for any modify schedule.

D: Purchase of any customized units will completed after the successful vendor has submitted unit price and the Courts have deemed the price fair and reasonable. If the Courts deem the price unacceptable, the Courts reserve the right to initiate a new award solely for any customized sizes required.

## **I. CONTRACT CLAUSES**

(Not applicable to this solicitation)

## **J. LIST OF ATTACHMENTS**

(Not applicable to this solicitation)

## **K. REPRESENTATION CERTIFICATES**

### **K.1 PAYMENT IDENTIFICATION NUMBER**

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: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email Address: \_\_\_\_\_

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.**

**L. INSTRUCTIONS, CONDITIONS, NOTICES**

**L.1** Prospective contractors shall submit bids **by email** to Yasmine Ali, Contract Specialist, at [yasmine.ali@dcsystem.gov](mailto:yasmine.ali@dcsystem.gov) by 12:00 P.M., EST on Friday, February 22, 2021.

**L.2 QUESTIONS CONCERNING THIS SOLICITATION MUST BE DIRECTED BY EMAIL TO:** Yasmine Ali, Contract Specialist at [yasmine.ali@dcsystem.gov](mailto:yasmine.ali@dcsystem.gov) no later than 12:00 P.M., EST on Friday, February 5, 2021.

**M. EVALUATION FACTORS FOR AWARD**

**M.1** The Courts contemplates award an IDIQ contract with fixed unit price as a result of this solicitation to the responsive and responsible bidder who has the lowest bid.