

All written communications regarding this solicitation should be addressed to the Contracting Officer and directed by email to Darryl Allen, Contract Specialist at allendm@dcsc.gov

This solicitation is an **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:

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

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

2. WALSH-HEALY ACT

If your bid 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 Bidder 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 28 of the District of Columbia Courts General Contract Provisions**), and

that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

EXCLUDED END PRODUCTS

COUNTRY OR ORIGIN

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 **of the District of Columbia Standard 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 vendor database. The system is the Data-Universal-Numbering-System (D-U-N-S) which is a numbering system designed and maintained by the Dun & Bradstreet Corporation. All firms are required to submit their D-U-N-S number as part of their bids. To determine if you have a valid D-U-N-S number, please contact the closest Dun & Bradstreet Office. If a number has not

been previously assigned to your firm, you must get one assigned. There is no charge to have a number assigned nor does Dun & Bradstreet require you to provide credit rating information in order to receive a D-U-N-S number.

Individuals must submit their social security number(s) since D-U-N-S numbers are not assigned to individuals.

Please list below applicable vendor information:

D-U-N-S Number: _____

Or

Social Security Number: _____

Federal Tax Identification 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 D-U-N-S NUMBER, SOCIAL SECURITY NUMBER, or FEDERAL TAX IDENTIFICATION NUMBER.

PART I

SECTION B - SUPPLIES OR SERVICES AND PRICE/COST

- B.1 The District of Columbia Courts is seeking a qualified Contractor to provide Oracle Software update licensing and Support services to be utilized throughout the DC Courts. **A contract will be awarded to the responsible and responsive bidder whose bid meets the requirements set forth in this CSB, and is the total lowest bid price.**
- B.2 The bidder shall submit a price for the services specified below in Section B.3 and in accordance with Section C, Scope of Services. Bidders are encouraged to provide the Court with their best price. Bidders should identify each line item of Section B of their response if their price represents an Open Market Price or a Federal Supply Schedule (FSS) price.
- B.3 BASE YEAR CONTRACT PRICE:**

CLIN	Description	CSI#	License Level	Quantity	Unit Price	Net Price
001	Change Management Pack-PP	3367719	Full	14		
002	Oracle Advanced Security-PP	3367719	Full	14		
003	Oracle Database Enterprise ED.-PP	3367719	Full	14		
004	Oracle Diagnostics Pack-PP	3367719	Full	14		
005	Oracle Discoverer Plus-Named User Multi Server	3367719	Full	5		
006	Oracle Internet Developer Suite-Nonstandard User	3367719	Full	10		
007	Oracle Tuning Pack-PP	3367719	Full	14		
008	Configuration Management Pack-PP	14460531	Full	14		
009	Oracle Database Enterprise ED-PP	14460531	Full	4		
	TOTAL PRICE					

B.4**OPTION YEAR ONE CONTRACT PRICE:**

CLIN	Description	CSI#	License Level	Quantity	Unit Price	Net Price
001	Change Management Pack-PP	3367719	Full	14		
002	Oracle Advanced Security-PP	3367719	Full	14		
003	Oracle Database Enterprise ED-PP	3367719	Full	14		
004	Oracle Diagnostics Pack-PP	3367719	Full	14		
005	Oracle Discoverer Plus-Named User Multi Server	3367719	Full	5		
006	Oracle Internet Developer Suite-Nonstandard User	3367719	Full	10		
007	Oracle Tuning Pack-PP	3367719	Full	14		
008	Configuration Management Pack-PP	14460531	Full	14		
009	Oracle Database Enterprise ED-PP	14460531	Full	4		
	TOTAL PRICE					

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

- C.1 Contractor shall provide Oracle Software Update Licenses and Support services to be utilized throughout the DC Courts Information and Technology Division.

PART 1

SECTION D - PACKAGING AND MARKING

This section is not applicable to this solicitation.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 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.

(m) If acceptance is not conclusive for any of the reasons in subparagraph (l) hereof, the Court, in addition to any other rights and remedies provided by law, or under provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the

Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or noncompliance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Court will have the right to return the rejected materials at Contractor's risk and expense or contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Court thereby.

E.2 Inspection of Services

- (a) "Services" as used in this clause includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Court covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Court during contract performance and for as long afterwards as the contract requires.
- (c) The Court has 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 Court will perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Court performs inspections or tests on the premises of the Contractor or subcontractor, the Contractor shall furnish, without additional charge, all reasonable facilities, and assistance for the safety and convenient performance of these duties.
- (e) If any of the services do not conform to the contract requirements, the Court may require the Contractor to perform these services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by performance, the Court may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect value of services performed.
- (f) If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity with contract requirements, the Court may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by

the Court that is directly related to the performance of such services, or (2) terminate the contract for default.

SECTION F - DELIVERIES AND PERFORMANCE

F.1 Term of Contract:

F.1.1 The term of the contract shall be for one (1) year from the date of award. The date of award shall be the date the Contracting Officer signs the contract document.

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

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

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

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

The total duration of this contract including the exercise of any options under this clause, shall not exceed twoe (2) years.

F.2.2 Commencement of Work:

The work shall commence on the date of award.

F.2.3 Deliverables:

All Deliverables shall be in a form and manner acceptable to the Courts.

SECTION G -CONTRACT ADMINISTRATION DATA

G.1 **Payment/Invoices:**

- G.1.1 The Contractor shall submit to the COTR a breakdown of the charges of all products actually delivered. The COTR shall review each invoice for certification of receipt of satisfactory services prior to authorization of payment. Payments shall be made within 30 days after receipt and approval of invoices.
- G.1.2 To constitute a proper invoice, the Contractor's invoice shall include the following information:
- a. Name of the business concern and invoice date;
 - b. The contract number;
 - c. Description of products actually delivered or rendered and quantity;
 - d. Date the products were rendered;
 - e. The Contractor's Electronic Fund Transfer (EFT) routing identification (bank name and code, account number) or the Contractor's complete remittance or check mailing address, including the name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent. The "remit to" address shall correspond to the remittance address in the contract; and
 - f. Signature of a person so authorized to certify that the products were provided as stated.
- G.1.3 The Contractor shall prepare invoices in duplicate and submit them to the COTR on a monthly basis. The Courts shall reimburse the Contractor on a monthly basis.
- G.1.4 The Contractor shall submit final invoices within thirty (30) days after the expiration of this contract.
- G.1.5 In addition, the Contractor shall complete **Attachment J.9 - District of Columbia Courts Release of Claims form and submit to the Contracting Officer.**

G.2 **Billing/Payment**

G.2.1 Payment to the Contractor for services satisfactorily performed will 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.3 **Audits:**

G.3.1 At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor's invoices or vouchers and statements of costs audited. Any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the Courts and a discrepancy of overpayment is found, the Courts will be reimbursed for said overpayment within thirty (30) days after written notification.

G.4 **Contracting Officer and Contracting Officer's Technical Representative (COTR).**

G.4.1 **Contracting Officer.** The District of Columbia Superior Court Contracting Officer who has the appropriate contracting authority is the only Courts official authorized to contractually bind the Courts through signing contract documents. All correspondence to the Contracting Officer shall be forwarded to:

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

G.4.2 **Contracting Officer's Technical Representative (COTR):** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's performance or non-performance of the contract requirements. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract. The COTR shall be:

John Sheriff
IT Customer Service Manager
Information & Technology Division
410 E St. N.W. 3rd Floor
Washington, D.C. 20001
202-879-1878

G.5

Authorized Representative of the Contracting Officer.

G.5.1

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

G.5.2

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

SECTION H - SPECIAL CONTRACTS REQUIREMENTS

H.1 Other Contractors

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

H.2 Disclosure of Information

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

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

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

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

H.3 Rights in Data

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

H.3.2 The term "Technical Data" as used herein, means recorded information regardless of form or characteristic. It may, for example, document research, experimental,

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

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

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

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 present at scheduled deliverables presentations and responsible for insuring that any requested changes be made to the final product.

H.6 Permits, Licenses and Certificates

H.6.1 Those permits required to be obtained by the Contractor shall be applied for by the

Contractor well in advance of his needs. If the Contractor experiences any difficulty in obtaining a permit, he shall immediately request assistance from the Contracting Officer's Technical Representative or designee.

H.6.2 Application shall be made by the Contractor or applicable authorized representatives to the Office of Licenses and Permits who will issue permits and certificates to the Contractor without charge provided that each application includes the District of Columbia Court contract number.

H.6.3 Permits, licenses and certificates which may be required must be arranged by the Contractor at no extra cost.

H.6.4 Contractor shall prominently display all permits within the confines of the Limit of the Contract.

H.7 Utility Connections and Services

H.7.1 Electricity and water are available at the work site and will be made available free of charge to the Contractor for this contract.

H.7.2 Provide all temporary service connections and remove all temporary connections made upon completion of the work and restore services to a condition equal to or better than conditions as when connections were made.

H.8 Stoppage of Work

H.8.1 If the Contractor fails to abide by any or all of the provisions of the contract, the Contracting Officer reserves the right to stop all work or any portion thereof, affected by the Contractor's failure to comply with the contract requirements. This stoppage will remain in effect until the Contractor has taken action to meet the contract requirements. If the Contractor fails or refuses to meet all the provisions of the contract or any separable part thereof after written notification and work stoppage, the Court may terminate the right of the Contractor to proceed.

H.9 Subcontracts

H.9.1 Nothing contained in the contract documents shall be construed as creating any contractual relationship between any subcontractor and the Court.

H.9.2 The divisions or sections of the specifications are intended to control the Contractor in dividing the work among the subcontractors or to limit the work performed by any trade.

H.9.3 The Contractor shall be as fully responsible to the Court for the acts and omissions of subcontractors, and of persons employed by them as he is for the acts and omissions

of persons directly employed by him.

H.9.4 The Contractor shall be responsible for the coordination of the trades, subcontractors, materials, and persons engaged upon his work.

H.9.5 The Court will not undertake to settle any differences between the Contractor and his subcontractors or between subcontractors.

H.10 Safety Precautions:

H.10.1 The Contractor shall perform all site, plant and construction work in accordance with the Safety Standards of the District of Columbia and the Occupational Safety and Health Act of 1970.

H.10.2 The Contractor or his representative shall be thoroughly familiar with these standards and have copies of the same available at the project site at all times.

H.10.3 Operators of explosive-actuated tools shall have a training certificate, as required by the Safety Code in their possession.

H.10.4 The Contractor shall be responsible for providing and installing adequate temporary shoring and/or bracing for all walls, slabs and like constructions if needed to perform the task.

H.10.5 The Government its officers, agents, servants and employees shall not be held liable for any property damages or physical harm resulting from inadequate protection.

H.10.6 Prior to execution of shoring and/or bracing, the Contractor shall submit details and calculations for shoring and/or bracing designs for the COTR's review and concurrence.

H.10.7 Special precautions shall be exercised to prevent use of or access to Contractors materials, equipment or tools by occupants or entry by occupants into Contractors work areas.

H.11 Reference to Codes and Regulations

H.11.1 Where the District of Columbia codes and regulations and other codes and regulations are referred to in these specifications, they are minimum requirements.

H.11.2 Where the requirements of these specifications exceed the referred requirements of the codes and regulations, these specifications shall govern.

H.12 **Protection**

- H.12.1 The Contractor shall protect existing public and private property to remain intact including but not limited to sidewalks, pavements, landscaping, etc., from damages by approved means such as planking, covering, temporary cement curbs, etc., and shall be responsible for the replacement of items to remain that are damaged by work under this contract. Damages to sidewalks, curbs, streets, public property and public utilities shall be repaired or replaced, as directed by the Contracting Officer in accordance with standards of the agency having jurisdiction over the damaged property. Grouting of cracks in sidewalks and driveways will not be permitted.
- H.12.2 Contractor shall be responsible for paint stains, broken shrubbery, broken windows and personal injury to workmen and the public during the performance of the work, and shall make restitution as required by the contract.
- H.12.3 Nothing contained in foregoing provisions for fences, barricades or site protection shall be interpreted as making the Court a part to, liable for, or relieving the Contract of:
- (1) The Contractor's responsibility for all injuries to property or premises;
 - (2) The Contractor's responsibility for materials delivered and work performed until completion and final acceptance;
 - (3) The Contractor's responsibility to sustain all costs, losses or damages arising out of the nature of the work to be done, or due to any unforeseen or usual obstructions or difficulties which may be encountered in the accomplishment of work, or resulting from the work, or resulting from the action of the elements; and

H.13 **Warranty**

- H.13.1 The Contractor shall warrant that the work performed in connection with damage of city properties be free from all defects and agrees that for a period of one (1) year from date of acceptance by the Court, any repairs, replacements or adjustments made necessary because of such defects will be made promptly without cost to an to the satisfaction of the Court. The warranty shall not operate to defect the purpose of page 12, paragraph 11, Standard Contract Provisions, nor shall it act to avoid longer warranties by the manufacturer of the equipment or its components.

H.14 Debris and Cleaning

- H.14.1 The Contractor shall, during the progress of the work, remove and properly dispose of the resultant dirt and debris daily and keep the premises clean and free from safety hazards.
- H.14.2 Upon completion of the work, the Contractor shall remove all equipment, salvaged materials and unused materials from the site promptly (except any materials that are the property of the Court) and leave the premises in a neat and clean condition satisfactory to the Court.
- H.14.3 Due to the use of the building it is extremely important that the Contractor execute his work in as clean a manner as possible with the use of drop cloths, dust barriers, enclosures, frequent debris cleanup and removal, and other control measures to minimize the spread of materials, noxious gases, dust, and other airborne materials beyond the work in the building.

H.15 Materials and Workmanship

- H.15.1 Unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new. All workmanship shall be first class and by persons qualified in the respective areas.
- H.15.2 In the absence of specific requirements for installation of a material or product, the Contractor will be held responsible for installation of said material or product in strict accordance with the manufacturers printed instructions and recommendations for a first class job.

H.16 Standards

- H.16.1 Any material specified by reference to the number, symbol or title of a specific standard such as a Commercial Standard, a Federal Specification, ASTM specification or other similar standard, shall comply with the requirements in the latest revision thereof and any amendment or supplement thereto. Its effects on the date of solicitation, except as limited to type, class or grade or modified in such reference. Interim Federal Specifications do not form a part of the contract requirements unless specifically mentioned in the various specification sections.
- H.16.2 The standards referred to, except as modified in the specifications, shall have full force and effect as though printed in the specifications. Federal Specifications, Commercial Standards and other standard specifications will not be furnished to bidders. However, the Contracting Officer will furnish, upon request, information as to how copies of the standards referred to may be obtained.

H.16.3 Where a standard is referred to in the various sections of these specifications, it shall include the installation requirements specified therein unless specifically modified in the contract specifications.

H.17 Use of Premises

H.17.1 The Contractor shall not load or permit the loading of any part of any structure to such an extent as to endanger its safety.

H.17.2 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.17.3 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.17.4 The Contractor shall use only such entrances to the work area as designated by the COTR.

H.17.5 Any work, once started, shall be completed as rapidly as possible and without unnecessary delay.

H.17.6 Only such portions of the premises as required for proper execution of the contract shall be occupied.

H.17.7 All work shall be performed in such manner as to cause minimum annoyance to occupants of adjacent premises and interference with normal traffic.

H.17.8 Work performed in existing buildings shall be executed in a manner that will cause minimum interference with facility occupants.

H.17.9 All work shall be carried on in an orderly manner performed in such manner to cause minimum:

(1) Interference with or disruption of normal activities in the building which is occupied; and

(2) Noises or disturbances.

H.18 Access to Building

(1) Contractor will be given access to the building, except to secure all sensitive areas or where work is specified to be performed at specified periods.

- (2) Contractor will be given access to buildings only on Monday through Friday of each week.
- (3) Work on Saturdays, Sundays and holidays will not be permitted except with the written permission from the COTR.
- (4) Contractor shall make all necessary arrangements for access to the building after regular working hours and/or for work on Saturday, Sunday or Holidays with the COTR.
- (5) Should the Contractor desire to work on Saturdays, Sundays, or holidays, he/she must receive permission in writing from the COTR or designee. If permission is granted, all work performed shall be at no additional expense to the Court.

PART II

SECTION I - CONTRACT CLAUSES

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

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

I.2 Restriction On Disclosure and Use of Data:

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:

I.10.1.1 Administrative Services Division
District of Columbia Courts
616 H St. 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 **Insurance:**

I.11.1 Prior to execution of the contract, the Contractor shall obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the insurance specified below with an insurance company licensed or qualified to do business with the District of Columbia Courts. **All insurance shall set forth the District of Columbia Courts as an additional insured. The policies of insurance shall provide for at least thirty (30) day written notice to the District of Columbia Courts prior to their termination or material alteration. The Contractor must submit to the Contracting Officer a certificate of insurance as evidence of compliance within ten (10) calendar days after request.**

I.11.2 Comprehensive General Liability: Insurance against liability for bodily injury insurance coverage in the amount of at least five hundred thousand dollar (\$500,000) per occurrence.

I.11.3 Workers' Compensation: The Contractor shall carry Workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this agreement and the Contractor agrees to comply at all times with the provisions of the Workers compensation laws of the District.

I.11.4 Comprehensive Automobile Liability Insurance (applicable to owned, non-owned and hired vehicles): The Contractor shall carry comprehensive automobile liability insurance applicable to owned, non-owned, and hired vehicles against liability for bodily injury and property damage in an amount not less than that required by law of the District's Compulsory/No-Fault Vehicle Insurance Act of 1982, as amended. Coverage shall be at least \$200,000.00 per person, \$500,000.00 per occurrence for bodily injury and \$20,000.00 per occurrence for property damage.

I.12 **Cancellation Ceiling**

I.12.1 In the event of cancellation of the contract because of non-appropriation for any fiscal year after fiscal year 2016, there shall be a cancellation ceiling of zero dollars representing reasonable preproduction and non-recurring costs, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

I.13 **Governing Law**

This contract, and any disputes arising out of or related to this contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

PART III

LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

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

PART IV

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

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

K.1.2 By submission of its bid, the bidder, if other than an individual who is making a bid that equals or exceeds \$25,000.00, certifies and agrees, that with respect to all employees of the bidder to be employed under a contract resulting from this solicitation, it will - no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration: or as soon as possible for contract of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed -

- K.1.2.1 Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- K.1.2.2 Establish an ongoing drug-free awareness program to inform such employees about -
- (i) The dangers of drug abuse in the workplace;
 - (ii) The Contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- K.1.2.3 Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph K.1.2.1 of this provision;
- K.1.2.4 Notify such employees in writing in the statement required by subparagraph K.1.2.1 of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will -
- (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;
- K.1.2.5 Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision K.1.2.2 (ii - of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- K.1.2.6 The notice shall include the position title of the employee; and
- K.1.2.7 Within 30 calendar days after receiving notice under subdivision K.1.2.4 (ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

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

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

K.1.3 By submission of its bid, the bidder, if an individual who is making a bid of any dollar value, certifies and agrees that the bidder 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 bidder to provide the certification required by paragraphs K.1.2 or K.1.3 of this provision, renders the bidder unqualified and ineligible for award. (See FAR 9.104-1(g) and 19-602-1(A)(2) (I) and (II).

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

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

Print Name of Authorized Representative	Title
Signature of Authorized Representative	

PART IV

REPRESENTATIONS AND INSTRUCTIONS

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 Bid Submission and Identification:

L.1.1 The District of Columbia Courts will not accept a facsimile copy of a bid as an original. Unless specifically authorized in the solicitation, the District of Columbia Courts shall not accept telegraphic bids.

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

Solicitation Number: DCSC-16-IFB-0016

Caption: Oracle Software Update Licensing & Support Services

Solicitation Closing Date: 12/21/2015

Solicitation Closing Time: 2:00PM

L.1.3 Confidentiality of Submitted Information:

L.1.3.1 Bidders who include in their bids 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 bid document with the following legend:

L.1.3.1.1 *"This bid 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 *bid* which the bidder is making subject to this restriction announced on the title page must be noted on the individual pages which contain it. The bidder 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 bid"*.

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

L.1.4 Bids shall be hand delivered and/or mailed to the following address:

L.1.4.1 Bids/Offers shall be mailed to the following address:

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

L.1.4.2 Bids/Offers shall be hand delivered to the following address:

District of Columbia Courts
Administrative Services Division
Procurement and Contracts Branch
Attn: Darryl Allen, Senior Contract Specialist
701 7th Street, N.W., Suite 616
Washington, D.C. 20001

L.2 Bid Information and Format:

L.2.1 At a minimum, each bid submitted in response to this CSB shall include sections, as set forth below, if any, which address the approach for the work described in Section "C" - Description/Specifications/Statement of Work. The bid 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 bidder and its key personnel. Failure to address adequately any of these areas may result in the bid being eliminated from consideration for award.

L.2.2 Bids shall be prepared simply and economically, providing a straightforward, concise delineation of bidder's capabilities to satisfy the requirements of this CSB. Fancy bindings and colored displays or promotional material are not desired or preferred, but pages must be numbered. **Each bidder shall submit one (1) original and one (1) copy of the Bid. Each bid shall be properly indexed and include all information requested in the CSB.**

L.3 Disclosure

L.3.1 This section of the bid shall include the disclosure information described below:

L.3.1.1 Disclosure details of any legal action or litigation past or pending against the **bidder**;

L.3.1.2 A statement that the **bidder** knows of no conflict between its interests and those

of the District of Columbia Courts; and further that the **bidder** knows of no facts or circumstances that might create the appearance of a conflict between its interests and those of the District of Columbia Courts; and

L.3.1.3 Documentary evidence (e.g. certificates) that the **bidder** is authorized to conduct business in the District, and the **bidder** is current in its tax obligation to the District of Columbia.

L.4 **Bid Price**

L.4.1 The bid price must be submitted using the format provided in Section "B" of this IDIQ. The price furnished by the **bidder** shall be itemized for the services set forth in Section C. The **bidder's** price bid shall become a part of the awarded contract. The **bidder's** price bid shall include all costs for the required items/services.

L.5 **Bid Submission Date and Time, Late Submission, Modifications and Withdrawals:**

L.5.1 Bids shall be submitted no later than the date and time specified in the solicitation. Bids, modifications to bids, 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.5.1.1 The bid or modification was sent by registered or certified mail no later than the fifth (5th) calendar day before the date specified for receipt of bids;

L.5.1.2 The bid 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.5.1.3 The bid is the only bid received.

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

L.5.3 A late bid, late request for modification or late request for withdrawal shall not be

considered, except as provided in this section.

L.5.4 A late modification of a successful bid which makes its terms more favorable to the Courts shall be considered at any time it is received and may be accepted.

L.5.5 A late bid, late modification or late withdrawal of **bid** that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful bids resulting from this solicitation.

L.6 Questions:

L.6.1 Questions concerning this Request for bids must be directed in **writing** to:

Darryl Allen, Senior Contract Specialist
Procurement and Contracts Branch
Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 616
Washington, D.C. 20001
Telephone Number: (202) 879-4245
Facsimile Number: (202) 879-2835

L.6.2 For further information on submission of questions, please refer to section L.5 of this CSB.

L.7 Explanation to Prospective Bidders:

L.7.1 **Any prospective bidder desiring an explanation or interpretation of this solicitation must request it in writing at least three (3) days prior to the bid receiving date.** Requests should be directed to the procurement contact person at the address listed in Section L.4. Any substantive information given to a prospective **bidder** concerning a solicitation will be furnished promptly to all other prospective **bidders** as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to any other prospective **bidders**. Oral explanations or instructions given before the award of the contract will not be binding.

L.8 Changes to the CSB:

L.8.1 The terms and conditions of this CSB may only be modified by written addenda issued by the Contracting Officer, any oral representations to the contrary notwithstanding.

L.9 Contract Award:

L.9.1 **A contract will be awarded to the responsible and responsive bidder whose bid meets the requirements set forth in this CSB, and is the total lowest bid price.**

L.10 Cancellation of Award

L.10.1 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.11 Official Bid

L.11.1 **Bids** signed by an agent shall be accompanied by evidence of that agent's authority unless that evidence has been previously furnished to the Contracting Officer.

L.12 Certifications, Affidavits and Other Submissions

L.12.1 Bidders shall complete and return with their **bid** the Representations and Certifications (Section A and 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; J.7 - Certification of a Drug-Free Workplace); and Past Performance Evaluation.

L.13 Retention of Bids

L.13.1 All bid documents shall be the property of the District of Columbia Courts and retained by the Courts, and therefore will not be returned to the bidders. One (1) copy of each bid 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 bid 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.14 Public Disclosure under FOIA:

L.14.1 Trade secrets or proprietary information submitted by a bidder 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 bidder 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 bidder's entire bid is

proprietary will have no effect whatsoever.

L.13 Examination of Solicitation:

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

L.14 Acknowledgment of Amendments:

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

L.15 Right to Reject Bids:

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

L.16 Bid Preparation Costs

L.16.1 Each bidder shall bear all costs it incurs in providing responses to this **CSB** and for providing any additional information required by the Courts to facilitate the evaluation process. The successful bidder shall also bear all costs incurred in conjunction with contract development and negotiation.

L.17 Prime Contractor's Responsibilities

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

L.17.2 If the bidder's bid includes services provided by others, the bidder 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 **CSB**.

L.18 Contract Type:

This is a firm-fixed price contract.

L.19 Failure to Respond to Solicitation:

L.19.1 In the event that a prospective bidder does not submit a bid in response to the solicitation, the prospective bidder should advise the Contracting Officer by letter or postcard whether the prospective bidder wants any future solicitations for similar requirements. If the prospective bidder does not submit a bid for three successive **bid** openings and does not notify the Contracting Officer that future solicitations are desired, the prospective bidder's name may be removed from applicable mailing list.

L.20 Signing Bids and Certifications:

L.20.1 Each bidder must a full business address and telephone number of the bidder and **BE SIGNED BY THE PERSON OR PERSONS LEGALLY AUTHORIZED TO SIGN CONTRACTS**. All correspondence concerning the **bid** or resulting contract will be mailed to the address shown above on the **bid** in the absence of written instructions from the bidder or contractor to the contrary. Any **bid** submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any **bid** submitted by a corporation, followed by the signature and title of the person having authority to sign for the corporation. Upon request, a bidder shall provide to the Courts satisfactory evidence of authority of the person signing on behalf of the corporation. If an agent signs a bid, the bidder shall submit to the Contracting Officer, the agent's authority to bind the bidder. Bidder shall complete and sign all Representations and Acknowledgments, as appropriate. Failure to do so may result in the **bid** being rejected.

L.21 Errors in Bids:

L.21.1 Bidders shall fully inform themselves as to all information and requirements contained in the solicitation. Failure to do so will be at the bidder'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 bidder shall include in its bid a statement indicating those persons authorized to negotiate on the bidder's behalf with the District of Columbia Courts in connection with this Request for bids: (list names, titles, and telephone numbers of the authorized negotiators). Bidders are expected to examine the Statement of Work and all instructions and attachments in this solicitation. Failure to do so will be at the bidder's risk.

L.23 Acceptance Period

L.23.1 The Bidder agrees to keep its bid open for a period of one hundred and twenty (120) days from the date specified for the submission of bids.

PART V

Section M – Supplies

SECTION M - EVALUATION FACTORS

- M.1 Prospective Contractor's Responsibility**
- M.1.1 In order to receive an award under this CSB, the Court's Contracting Officer may determine that the prospective contractor has the capability in all respects to perform fully the contract requirements. To be deemed responsible, a prospective contractor must establish that it has:
- M.1.1.1 Financial resources adequate to perform the contract, or the ability to obtain them;
 - M.1.1.2 Ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
 - M.1.1.3 A satisfactory record of performance;
 - M.1.1.4 The necessary organization, experience, accounting and operational control, and technical skills, or the ability to obtain them;
 - M.1.1.5 Compliance with the applicable District licensing, tax laws, and regulations;
 - M.1.1.6 The necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and
 - M.1.1.7 Other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- M.1.2 The Courts reserves the right to request, from a prospective contractor, information necessary to determine the prospective contractor's responsibility. Information is to be submitted upon the request of the Courts within the time specified in the request. Failure of a bidder to comply with a request for information may subject the bidder's bid to rejection on responsibility grounds. If a prospective contractor fails to supply the requested information, the Court's Contracting Officer shall make the determination of responsibility or nonresponsibility based on available information. If the available information is insufficient to make a determination of nonresponsibility, the Court's Contracting Officer shall determine the bidder to be non-responsible.