



**District of Columbia Courts  
Administrative Services Division  
Procurement and Contracts Branch**



**AMENDMENT NO. 2**

**TO: ALL PROSPECTIVE OFFERORS**

**AMENDMENT**

**ISSUE DATE: February 11, 2020**

**OFFER/BID FOR: SOLICITATION NUMBER: DCSC-20-FSS-47 - COURTWIDE CELLULAR PHONES/EQUIPMENT/DEVICES & CELLULAR SERVICES**

**SUBMISSION**

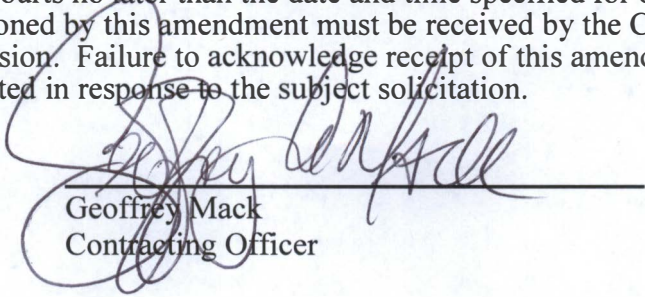
**DATE: FEBRUARY 24, 2020, by 2:00 p.m., Eastern Standard Time.**

The subject solicitation is amended as follows:

1. **DELETE:** Attachment J.1 – District of Columbia Courts General Provisions for use with Courts' Supply & Services Contracts and any mention of this document in the Solicitation.
2. **The terms and conditions of the GSA IT Schedule 70 contract shall apply to this procurement.**
3. In addition, responses to written question(s) received from prospective offeror(s) are included as Attachment A to this amendment.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED**

One (1) copy of this amendment is being sent to only those offerors who received a copy the solicitation. Offerors shall sign below and attach a signed copy of this amendment to each offer to be submitted to the Courts in response to the subject solicitation. Offers shall be mailed or delivered in accordance with the instructions provided in the original solicitation documents. Offerors shall submit their offers in sealed envelopes, identified on the outside by the solicitation number and submission date, in accordance the instructions provided in the original solicitation documents. This amendment, together with your offer must be received by the District of Columbia Courts no later than the date and time specified for offer submission. Revisions or price changes occasioned by this amendment must be received by the Courts no later than the date and time set for offer submission. Failure to acknowledge receipt of this amendment may be cause for rejection of any offers submitted in response to the subject solicitation.

  
Geoffrey Mack  
Contracting Officer

**SOLICITATION NUMBER: DCSC-20-FSS-47**  
**COURTWIDE CELLULAR PHONES/EQUIPMENT/DEVICES & CELLULAR SERVICES**

**This amendment is acknowledged and is considered a part of the subject solicitation.**

\_\_\_\_\_  
**Signature of Authorized Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title of Authorized Representative**

\_\_\_\_\_  
**Name of Firm**

***Solicitation Number: DCSC-20-FSS-47***

***Caption: "Courtwide Cellular Phones/ Equipment/Devices & Cellular Services"***

**RESPONSES TO QUESTIONS RECEIVED**

**Question #1:**

Is the existing in-building coverage solution eligible for a BYOC (Bring your own coverage) where 3<sup>rd</sup> a party owns the system and invites all other carriers to join the system rather than having each provider have their own network?

Response:

No.

**Question#2:**

Would District of Columbia Courts allow another provider to build their own DAS system?

Response:

No.

**Question #3:**

The Solicitation contains a Buy American Act Certification at Section A.3. This is an order under the contractor's federal GSA Schedule contract. Section 25.103(e) of the FAR excepts "information technology that is a commercial item" from Buy American Act requirements. Given that virtually no devices are domestically made, we'd like to confirm that this exception, or a similar one, applies.

RESPONSE:

Yes, the exception applies.

**Question #4:**

The Solicitation contains an Order of Precedence clause at Section I.14. Will the terms and conditions of the GSA IT Schedule 70 contract apply to this procurement? If so, where do those terms and conditions sit on the Order of Precedence?

Response:

The terms and conditions of the GSA IT Schedule 70 contract shall apply to this procurement. It takes precedence over the Courts' Terms and Conditions. Additionally, Attachment J.1 – District of Columbia Courts General Provisions for use with Courts' Supply & Services Contracts has been deleted in its entirety from solicitation.

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**Caption: "Courtwide Cellular Phones/ Equipment/Devices & Cellular Services"**

Question #5:

Section H.2.2 states that "Contractor agrees to assume responsibility for protection of the confidentiality of Courts records. . . ." What types of information do the Courts consider "confidential" under this clause? What measures will the Contractor be required to take to protect this information?

Response:

For this contract, all the phone numbers, building diagram, network diagram, and other Courts' proprietary information are deemed confidential.

Question #6:

Section H.2.4 states that "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." Will the Contracting Officer provide written approval for information that the Contractor is required by law to disclose to a third party?

Response:

The Contracting Officer's approval will not be required for information that the Contractor is required by law to disclose to a third party.

Question #7:

Section H.3.4 states that "[a]ll data first produced in the performance of any contract resulting from this solicitation process shall be the sole property of the District of Columbia." What do the Courts consider "all data first produced in the performance of any contract"? Does the definition include network data that is regularly produced as part of the Contractor's normal business operations? Alternatively, will the Courts accept the Contractor's standard commercial license?

Response:

"All data first produced in the performance of any contract" is when the Courts enter into an agreement for a Contractor create or produce or develop data for the very first time.

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Question #8:

D.C. Courts General Contract Provisions Clause 6 states that "[a]ll reports, programs, manuals, discs, tapes, card desks, listing, and other materials prepared by or worked upon by the Contractor's employees under this Agreement shall belong exclusively to the Court." Will this include materials that are regularly produced as part of the Contractor's normal business operations? Alternatively, will the Courts accept the Contractor's standard commercial license?

Response:

The Courts' General Provisions are no longer applicable to this solicitation.

Question#9:

At Section H.4, the Solicitation states that Contractor personnel may be required to obtain a security clearance "as designated by the Contracting Officer." Will Contractor personnel be required to obtain a security clearance during performance of this contract? If not known at this time, what is the likelihood?

Response:

Yes. All contractor's personnel assigned to this contract and performing work onsite must be cleared by the Courts.

Question #10:

The Solicitation contains a Suspension of Work clause at Section H.6, which provides: "If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted . . . an adjustment shall be made for any increase in the cost of performance of this contract." What is the definition of "an unreasonable period of time" as used in this clause?

Response:

Please refer to Clauses 52.242.14 – 52.242.17 of the Federal Acquisition Regulation (FAR).

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Question #11:

The Solicitation contains two indemnity clauses, one at Section I.16 and one in D.C. Courts General Contract Provisions Clause 5. These clauses provide for indemnification by the Contractor for any damage or injury arising out of any action of the Contractor or its employees and agents, even if the Court is partly at fault. Would the Contracting Officer be willing to modify these clauses to provide for indemnification only in the case of the Contractor's sole negligence or fault?

Response:

No.

Question #12:

D.C. Courts General Contract Provisions Clauses 10 and 11 require the Contractor to maintain an inspection system that is "acceptable to the Court." The clauses do not include guidance on the types of inspection systems that are "acceptable." What kind of inspection system is the Contractor required to maintain under these Clauses?

Response:

The Courts' General Provisions are no longer applicable to this solicitation.

Question #13:

Can DC provide fiber between the buildings at no cost?

Response:

The Courts does have dark fiber connectivity between buildings for its data and voice network. However, the Courts will not provide Contractor with this service due to security and bandwidth constraints.

Question#14:

Can DC provide ISP circuits to support the systems?

ISP requirement: 100d/100u Mbps or better, open circuit, no firewall, no POE, set up as a DHCP circuit.

Response:

No.



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Question#15:

At Gallery Place, would DC Courts consider allowing vendors to plug into the network since the building is not owned by DC Courts?

Response:

No.

Question#16:

In the parking garage at Moultrie, is there internet access available that we could plug into for coverage?

Response:

The Courts provide a public Wi-Fi for the Courts' users, such employees, jurors, attorney, etc. However, you cannot run your service on the Courts' Wi-Fi system.