

**DISTRICT OF COLUMBIA COURTS
REQUEST FOR QUOTATION
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: 11/20/2017

SOLICITATION NUMBER: DCSC-18-RFP-0013

CLOSING DATE: 12/4/2017
CLOSING TIME: 2:00 P.M.

Description: Cisco Firepower Firewall Annual License Renewal

MARKET TYPE: Open Market

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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.	
OFFEROR Name: Street: City, State: Zip Code: Area Code & Telephone Number:	Name and title of Person Authorized to Sign Offer: (Type or Print)
	Signature _____ Date: _____ (Seal)
	Impress Corporate Seal Corporate _____ (Seal) (Secretary) _____ (Attest)

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

CONTRACT NO. _____	AWARD AMOUNT \$ _____
ACCEPTED AS TO THE FOLLOWING ITEMS:	
_____ DISTRICT OF COLUMBIA COURTS	

CONTRACT PERIOD: _____

BY: _____
CONTRACTING OFFICER
AWARD DATE

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
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4. OFFICERS NOT TO BENEFIT CERTIFICATION

Each Bidder shall check one of the following:

- ____ (a) No person listed in **Clause 21 of the District of Columbia Courts General Contract Provisions** will benefit from this contract.

- ____ (b) The following person(s) listed in **Clause 21 of the District of Columbia Courts General Contract Provisions** may benefit from this contract. For each person listed, attach the affidavit required by **Clause 21 of the District of Columbia Courts General Contract Provisions 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 Court is seeking a qualified Contractor to provide Cisco Firepower Firewall Software License Annual Renewal to be utilized throughout the D.C. Courts' Information & Technology Division.

The Courts intend to award a firm-fixed-price contract as a result of this solicitation to the responsible and responsive bidder whose bid meets all the requirements set forth in this solicitation and is the total lowest bid price.

B.2 The bidder/offeror shall submit a price for the services specified below in Section B.3 and in accordance with Section C, Scope of Services.

B.3 **CONTRACT PRICE: BASE YEAR**

Quantity	Part Number	MFG	Description	Unit Price	Ext Price
1	CON-SNT-FS2000KF	CISCO	SmartNet 8x5xNBD Cisco Firesight Management Center 2000 C POP: 10/5/17 – 10/7/17 FCH2036VDHG		
2	CON-SNT-A5585S10	CISCO	SmartNet 8x5xNBD ASA 5585-X SSP-10, FirePower SSP-40,12GE POP: 10/7/17 – 10/7/18 JMX2040L074 / JMX2040L075 POP: 10/7/17 – 10/7/18		
2	CON-SNT-A25FPK9	CISCO	SmartNet 8x5xNBD ASA 5525-X W/FirePower FTX2044Y1UX/ FTX2044Y1US POP: 6/8/18 – 10/7/18		

5	CON-SNT-SSPFP409	CISCO	SmartNet 8x5xNBD ASA 5585-X FirePower SSP-40, w/6GE,4 JAD2025008K; JAD203608F0; JAD203608FB; JAD203608FD; JAD203608EX 10/7/17-10/7/18		
3	CON-SU1-A85S1P19	CISCO	IPS SVC AR NBD ASA5585-S10P10-K9 JMX16417036 JMX16417052 JMX16417051 10/6/17-10/7/18		
3	L-ASA5585-40-TAMC=	CISCO	CISCO ASA5585-40 FIREPOWER IPS, APPS, AMP AND URL LICENSES		
3	L-ASA5585-40TAMC1Y	CISCO	ASA5585-40 FIREPOWER IPS AMP URL 1 Y SUBS CID: 96001938 PAK: 2851J25C398 POP: 9/30/17-10/7/18		
2	L-ASA5585-40-TA=	CISCO	CISCO ASA5585-40 FIREPOWER IPS AND APPS LICENSES		
2	L-ASA5585-40-TA1Y	CISCO	ASA5585-40 FIREPOWER IPS 1 YR SUB CID:96001938 PAK: 2851JBEEBC9 POP: 9/30/17-10/7/18		
2	L-ASA5525-TA=	CISCO	ASA5525 FIREPOWER IPS LIC		
2	L-ASA5525-TA-1Y	CISCO	ASA5525 FIREPOWER IPS 1 YR SUBS CID: 96009760 PAK: 2851J19F70C 1 YR SUBSCRIPTION 9/29/17-10/5/18		
	TOTAL				

B.4

CONTRACT PRICE: OPTION YEAR ONE

Quantity	Part Number	MFG	Description	Unit Price	Ext Price
1	CON-SNT-FS2000KF	CISCO	SmartNet 8x5xNBD Cisco Firesight Management Center 2000 C POP: 10/5/17 – 10/7/17 FCH2036VDHG		
2	CON-SNT-A5585S10	CISCO	SmartNet 8x5xNBD ASA 5585-X SSP-10, FirePower SSP-40,12GE POP: 10/7/17 – 10/7/18 JMX2040L074 / JMX2040L075 POP: 10/7/17 – 10/7/18		
2	CON-SNT-A25FPK9	CISCO	SmartNet 8x5xNBD ASA 5525-X W/FirePower FTX2044Y1UX/ FTX2044Y1US POP: 6/8/18 – 10/7/18		

5	CON-SNT-SSFP409	CISCO	SmartNet 8x5xNBD ASA 5585-X FirePower SSP-40, w/6GE,4 JAD2025008K; JAD203608F0; JAD203608FB; JAD203608FD; JAD203608EX 10/7/17-10/7/18		
3	CON-SU1-A85S1P19	CISCO	IPS SVC AR NBD ASA5585-S10P10-K9 JMX16417036 JMX16417052 JMX16417051 10/6/17-10/7/18		
3	L-ASA5585-40-TAMC=	CISCO	CISCO ASA5585-40 FIREPOWER IPS, APPS, AMP AND URL LICENSES		
3	L-ASA5585-40TAMC1Y	CISCO	ASA5585-40 FIREPOWER IPS AMP URL 1 Y SUBS CID: 96001938 PAK: 2851J25C398 POP: 9/30/17-10/7/18		
2	L-ASA5585-40-TA=	CISCO	CISCO ASA5585-40 FIREPOWER IPS AND APPS LICENSES		
2	L-ASA5585-40-TA1Y	CISCO	ASA5585-40 FIREPOWER IPS 1 YR SUB CID:96001938 PAK: 2851JBEEBC9 POP: 9/30/17-10/7/18		
2	L-ASA5525-TA=	CISCO	ASA5525 FIREPOWER IPS LIC		
2	L-ASA5525-TA-1Y	CISCO	ASA5525 FIREPOWER IPS 1 YR SUBS CID: 96009760 PAK: 2851J19F70C 1 YR SUBSCRIPTION 9/29/17-10/5/18		
	TOTAL				

CONTRACT PRICE: OPTION YEAR TWO

Quantity	Part Number	MFG	Description	Unit Price	Ext Price
1	CON-SNT-FS2000KF	CISCO	SmartNet 8x5xNBD Cisco Firesight Management Center 2000 C POP: 10/5/17 – 10/7/17 FCH2036VDHG		
2	CON-SNT-A5585S10	CISCO	SmartNet 8x5xNBD ASA 5585-X SSP-10, FirePower SSP-40,12GE POP: 10/7/17 – 10/7/18 JMX2040L074 / JMX2040L075 POP: 10/7/17 – 10/7/18		
2	CON-SNT-A25FPK9	CISCO	SmartNet 8x5xNBD ASA 5525-X W/FirePower FTX2044Y1UX/ FTX2044Y1US POP: 6/8/18 – 10/7/18		

5	CON-SNT-SSFP409	CISCO	SmartNet 8x5xNBD ASA 5585-X FirePower SSP-40, w/6GE,4 JAD2025008K; JAD203608F0; JAD203608FB; JAD203608FD; JAD203608EX 10/7/17-10/7/18		
3	CON-SU1-A85S1P19	CISCO	IPS SVC AR NBD ASA5585-S10P10-K9 JMX16417036 JMX16417052 JMX16417051 10/6/17-10/7/18		
3	L-ASA5585-40-TAMC=	CISCO	CISCO ASA5585-40 FIREPOWER IPS, APPS, AMP AND URL LICENSES		
3	L-ASA5585-40TAMC1Y	CISCO	ASA5585-40 FIREPOWER IPS AMP URL 1 Y SUBS CID: 96001938 PAK: 2851J25C398 POP: 9/30/17-10/7/18		
2	L-ASA5585-40-TA=	CISCO	CISCO ASA5585-40 FIREPOWER IPS AND APPS LICENSES		
2	L-ASA5585-40-TA1Y	CISCO	ASA5585-40 FIREPOWER IPS 1 YR SUB CID:96001938 PAK: 2851JBEEBC9 POP: 9/30/17-10/7/18		
2	L-ASA5525-TA=	CISCO	ASA5525 FIREPOWER IPS LIC		
2	L-ASA5525-TA-1Y	CISCO	ASA5525 FIREPOWER IPS 1 YR SUBS CID: 96009760 PAK: 2851J19F70C 1 YR SUBSCRIPTION 9/29/17-10/5/18		
	TOTAL				

B.6

CONTRACT PRICE: OPTION YEAR THREE

Quantity	Part Number	MFG	Description	Unit Price	Ext Price
1	CON-SNT-FS2000KF	CISCO	SmartNet 8x5xNBD Cisco Firesight Management Center 2000 C POP: 10/5/17 – 10/7/17 FCH2036VDHG		
2	CON-SNT-A5585S10	CISCO	SmartNet 8x5xNBD ASA 5585-X SSP-10, FirePower SSP-40,12GE POP: 10/7/17 – 10/7/18 JMX2040L074 / JMX2040L075 POP: 10/7/17 – 10/7/18		
2	CON-SNT-A25FPK9	CISCO	SmartNet 8x5xNBD ASA 5525-X W/FirePower FTX2044Y1UX/ FTX2044Y1US POP: 6/8/18 – 10/7/18		

5	CON-SNT-SSFP409	CISCO	SmartNet 8x5xNBD ASA 5585-X FirePower SSP-40, w/6GE,4 JAD2025008K; JAD203608F0; JAD203608FB; JAD203608FD; JAD203608EX 10/7/17-10/7/18		
3	CON-SU1-A85S1P19	CISCO	IPS SVC AR NBD ASA5585-S10P10-K9 JMX16417036 JMX16417052 JMX16417051 10/6/17-10/7/18		
3	L-ASA5585-40-TAMC=	CISCO	CISCO ASA5585-40 FIREPOWER IPS, APPS, AMP AND URL LICENSES		
3	L-ASA5585-40TAMC1Y	CISCO	ASA5585-40 FIREPOWER IPS AMP URL 1 Y SUBS CID: 96001938 PAK: 2851J25C398 POP: 9/30/17-10/7/18		
2	L-ASA5585-40-TA=	CISCO	CISCO ASA5585-40 FIREPOWER IPS AND APPS LICENSES		
2	L-ASA5585-40-TA1Y	CISCO	ASA5585-40 FIREPOWER IPS 1 YR SUB CID:96001938 PAK: 2851JBEEBC9 POP: 9/30/17-10/7/18		
2	L-ASA5525-TA=	CISCO	ASA5525 FIREPOWER IPS LIC		
2	L-ASA5525-TA-1Y	CISCO	ASA5525 FIREPOWER IPS 1 YR SUBS CID: 96009760 PAK: 2851J19F70C 1 YR SUBSCRIPTION 9/29/17-10/5/18		

	TOTAL				
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CONTRACT PRICE: OPTION YEAR FOUR

Quantity	Part Number	MFG	Description	Unit Price	Ext Price
1	CON-SNT-FS2000KF	CISCO	SmartNet 8x5xNBD Cisco Firesight Management Center 2000 C POP: 10/5/17 – 10/7/17 FCH2036VDHG		
2	CON-SNT-A5585S10	CISCO	SmartNet 8x5xNBD ASA 5585-X SSP-10, FirePower SSP-40,12GE POP: 10/7/17 – 10/7/18 JMX2040L074 / JMX2040L075 POP: 10/7/17 – 10/7/18		
2	CON-SNT-A25FPK9	CISCO	SmartNet 8x5xNBD ASA 5525-X W/FirePower FTX2044Y1UX/ FTX2044Y1US POP: 6/8/18 – 10/7/18		

5	CON-SNT-SSPFP409	CISCO	SmartNet 8x5xNBD ASA 5585-X FirePower SSP-40, w/6GE,4 JAD2025008K; JAD203608F0; JAD203608FB; JAD203608FD; JAD203608EX 10/7/17-10/7/18		
3	CON-SU1-A85S1P19	CISCO	IPS SVC AR NBD ASA5585-S10P10-K9 JMX16417036 JMX16417052 JMX16417051 10/6/17-10/7/18		
3	L-ASA5585-40-TAMC=	CISCO	CISCO ASA5585-40 FIREPOWER IPS, APPS, AMP AND URL LICENSES		
3	L-ASA5585-40TAMC1Y	CISCO	ASA5585-40 FIREPOWER IPS AMP URL 1 Y SUBS CID: 96001938 PAK: 2851J25C398 POP: 9/30/17-10/7/18		
2	L-ASA5585-40-TA=	CISCO	CISCO ASA5585-40 FIREPOWER IPS AND APPS LICENSES		
2	L-ASA5585-40-TA1Y	CISCO	ASA5585-40 FIREPOWER IPS 1 YR SUB CID:96001938 PAK: 2851JBEEBC9		
2	L-ASA5525-TA=	CISCO	ASA5525 FIREPOWER IPS LIC		
2	L-ASA5525-TA-1Y	CISCO	ASA5525 FIREPOWER IPS 1 YR SUBS CID: 96009760 PAK: 2851J19F70C 1 YR SUBSCRIPTION 9/29/17-10/5/18		

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

- C.1 Contractor shall provide Cisco Firepower Firewall Software Annual License Renewal to be utilized throughout the DC Courts in accordance to Section B.

PART 1

SECTION D - PACKAGING AND MARKING

D.1 This section is not applicable to this solicitation.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 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 documentation of all services provided under this contract. Complete records of all services performed by the Contractor shall be maintained and made available to the Courts during contract performance and for as long afterwards as the contract requires.
- (c) The Courts have the right to review all services called for by the contract to the extent practicable during the term of the contract.
- (d) If any of the services do not conform to the contract requirements, the Courts 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 Courts 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.
- (e) If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity to contract requirements, the Courts may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by the Courts 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 period of performance for the resulting contract shall be one year from the date of award. The date of award shall be the date the Contracting Officer signs the contract document.

F.1.2 **Option Period:**

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

F.1.2.1 **Option to Extend the Term of the Contract:**

The Courts may extend the term of this contract for four (4) one (1) year period, or a fraction, or multiple fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the Courts shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Courts to an extension. The 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 bidder shall include in its **price** 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 five (5) years.

F.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 all charges for work performed. 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 services actually delivered or rendered;
- d. Date the services 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 services were provided as stated.

G.1.3 The Contractor shall submit proper invoices as specified in Section G.1. Invoices shall be prepared in duplicate and submitted to the Financial Operation Division with concurrent copies to the COTR specified in Section G.4 below. The address of the Budget and Finance Division is:

Name: Budget and Finance Division
District of Columbia Courts
500 Indiana Avenue NW
Washington, DC 20001

G.1.3.1 The Contractor may submit invoice(s) via email to the Budget and Finance Division at the following: AccountingBranch@dcsc.gov

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 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, Contracting 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:** The Contracting Officer Technical Representative (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 Contract Administrator is responsible for the day-to-day monitoring and supervision of the contract. The Contracting Officer's Technical Representative (COTR) shall be:

Ted Kim
Information & Technology Division
410 E St. N.W. 3rd Floor
Washington, D.C. 20001
202-879-1690

G.5 **Authorized Representative of the Contracting Officer**

G.5.1 The Contract Administrator 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 Contract Administrator 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 The term "computer databases" as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- H.3.5 All data first produced in the performance of any contract resulting from this Solicitation process shall be the sole property of the District of Columbia Courts. The Offeror hereby acknowledges that all data, including, without limitation, produced by the Offeror for the process, are works made for hire and are the sole property of the District of Columbia Courts; but, to the extent any such data may not, by operation of law, be works made for hire, the Contractor shall transfer and assign to the Courts the ownership of copyright in works, whether published or unpublished. Further, the Contractor agrees to give the Courts all assistance reasonably necessary to perfect such rights, including but not limited to the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights at common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in any manner or form, authorize others to do so, without written consent of the District of Columbia Courts until such time as the Courts may release such data to the public domain. The Courts shall not unreasonably withhold consent to the Offeror's request to publish or reproduce data in professional or public relations trade publications.
- H.3.6 The Courts will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties

have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

- H.3.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any Courts installation to which the computer may be transferred by the Courts;
 - H.3.6..2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
 - H.3.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- H.3.7 The restricted rights set forth in section H.3.6 are of no effect unless
- (i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____ With _____ (Contractor's Name); and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the Courts' rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the Courts of liability with respect to such unmarked software.
- H.3.8 In addition to the rights granted in Section H.3.6 above, the Contractor hereby grants to the Courts a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section H.3.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the Courts under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data for computer software prepared for

or acquired by the Courts under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the Courts any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

- H.3.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, H.3, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the Courts' or the Contractor's rights in that subcontractor data or computer software which is required for the Courts.
- H.3.10 For all computer software furnished to the Courts with the rights specified in Section H.3.5, the Contractor shall furnish to the Courts, a copy of the source code with such rights of the scope specified in Section H.3.5. For all computer software furnished to the Courts with the restricted rights specified in Section H.3.6, the Courts, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the Courts under this contract or any paid- up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- H.3.11 The Contractor shall indemnify and save and hold harmless the Courts, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- H.3.12 Nothing contained in this clause shall imply a license to the Courts under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the Courts under any patent.
- H.3.13 Paragraphs H.3.6, H.3.7, H.3.8, H.3.11 and H.3.12 above are not applicable to material furnished to the Contractor by the Courts and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

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.5 **Permits, Licenses and Certificates**

H.5.1 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 **Access to Building**

H.6.1 Contractor will be given access to the building, along with secured sensitive areas or where work is specified to be performed at specified periods.

H.6.2 Contractor will be given access to buildings only on Monday through Friday.

H.6.3 Work on Saturdays, Sundays and holidays will not be permitted except with the written permission from the COTR.

H.6.4 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.

H.6.5 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. N.W., Suite 622
Washington, D.C. 20001

I.10.2 A protest shall include the following:

I.10.2.1 Name, address and telephone number of the protester;

I.10.2.2 solicitation or contract number;

I.10.2.3 Detailed statement of the legal and factual grounds for the protest, including copies of relevant documents;

- I.10.2.4 Request for a ruling by the Contracting Officer; and
- I.10.2.5 Statement as to the form of relief requested.
- I.11 **Insurance:**
- I.11.1 Prior to execution of the contract, the Contractor shall obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the insurance specified below with an insurance company licensed or qualified to do business with the District of Columbia Courts. **All insurance shall set forth the District of Columbia Courts as an additional insured. The policies of insurance shall provide for at least thirty (30) day written notice to the District of Columbia Courts prior to their termination or material alteration. The Contractor must submit to the Contracting Officer a certificate of insurance as evidence of compliance within ten (10) calendar days after request.**
- I.11.2 Comprehensive General Liability: Insurance against liability for bodily injury insurance coverage in the amount of at least five hundred thousand 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.11.5 **Duration:** The Contractor shall carry all required insurance until all contract work is accepted by the Courts, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- I.11.6 **Liability:** These are the required minimum insurance requirements established by the Courts. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**

I.11.7 **Contractor's Property:** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia Courts.

I.11.8 **Measure of Payment:** The Courts shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

I.11.9 **Notification:** The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.

I.11.10 **Certificates of Insurance.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

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

I.11.11 **Disclosure of Information.** The Contractor agrees that the Courts may disclose the name and contact information of its insurers to any third party which presents a claim against the Courts for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

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 2018, there shall be a cancellation ceiling of zero dollars representing reasonable preproduction and nonrecurring costs, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

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 Standard Contract Provision for Use with District of Columbia
Government Supply and Services Contracts**
- J.9 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 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/Offer Submission and Identification:**

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

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

Solicitation Number: DCSC-18-RFP-0013

Caption: Cisco Firepower Firewall Software Annual License Renewal

Solicitation Closing Date: 12/04/2017

Solicitation Closing Time: 2:00PM

L.1.3 **Confidentiality of Submitted Information:**

L.1.3.1 Bidders/Offerors who include in their bids/offer 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/offer 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/offer* which the bidder/offeror is making subject to this restriction announced on the title page must be noted on the individual pages which contain it. The bidder/offeror shall mark each page containing confidential information or data it wishes to restrict with the following text:

L.1.3.2.1 *"Use or disclosure of data contained on this page is subject to the restriction on the title page of this 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/offeror, use, without restriction, information contained in this *bid/offer* package if it is obtained from another source.

L.1.4 Bids/Offers shall be mailed and/or hand delivered 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, Contract Specialist
616 H Street, N.W., Suite 612
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, Contract Specialist
701 7th Street, N.W., Suite 612
Washington, D.C. 20001

L.2 **Bid/Offer Information and Format:**

L.2.1 At a minimum, each bid/offer submitted in response to this GSA Federal Supply Schedule solicitation 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 and Attachment – Equipment Specifications. The bid/offer 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/offer being eliminated from consideration for award.

L.2.2 Bids/Offers 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/offeror shall submit one completed copy of the CSB, 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.2.3 **General Information**

L.2.3.1 In this section of the bid, the bidder shall

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

L.2.3.1.1.1 Ownership structure

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

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

L.2.4 **Disclosure**

L.2.4.1 This section of the bid shall include the disclosure information described below:

L.2.4.1.1 Disclosure details of any legal action or litigation past or pending against the bidder;

L.2.4.1.2 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.2.4.1.3 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.2.5 **Bid Price**

L.2.5.1 A separately bound 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 services. This pricing information will also be used for evaluation purposes.

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

- L.3.1 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.3.1.1 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.3.1.2 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.3.1.3 The bid is the only bid received.
- L.3.2 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.3.3 A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.
- L.3.4 A late modification of a successful bid which makes its terms more favorable to the Courts shall be considered at any time it is received and may be accepted.
- L.3.5 A late 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.4 Questions:

L.4.1 Questions concerning this Request for bids must be directed in writing to:

Darryl Allen, 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.4.2 For further information on submission of questions, please refer to section L.5 of this CSB.

L.5 Explanation to Prospective Bidders:

L.5.1 **Any prospective bidder desiring an explanation or interpretation of this solicitation must request it in writing no later than 11/28/2017 at 2PM.** 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.6 Changes to the CSB:

L.6.1 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.7 Contract Award:

L.7.1 **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.8 Cancellation of Award

L.8.1 The District of Columbia Courts reserve the right, without liability to the Court, to cancel the award of any contract at any time prior to the approval of a formal written contract signed by the Executive Officer and Administrative Officer of the District of Columbia Courts.

L.9 Official Bid

L.9.1 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.10 Certifications, Affidavits and Other Submissions

L.10.1 Bidders shall complete and return with their bid the Representations and Certifications (Section A and Attachment J.2 - Anti-Collusion Statement, Attachment J.4 - Non-Discrimination, J.5 - Certification of Eligibility, J.6 - Tax Certification Affidavit and J.7 - Certification of a Drug-Free Workplace).

L.11 Retention of Bids

L.11.1 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.12 Public Disclosure under FOIA:

L.12.1 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 not 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:

L.18.1 This is a Firm-Fixed unit price.

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.

PART V

Section M – Supplies

SECTION M - EVALUATION FACTORS

M.1 The Courts will evaluate all proposals based on the lowest bid price.