

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

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

**DATE ISSUED:** Dec. 11, 2019

**OPENING DATE:** Dec. 19, 2019

**OPENING TIME:** 2:00 PM

**SOLICITATION NUMBER:** **DCSC-20-FSS-17**

**CLOSING DATE:**

**QUOTE/BID FOR:** *HQ Hardware Refresh*

**CLOSING TIME:**

**MARKET TYPE:** GSA Schedule  
70

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**QUOTE (TO BE COMPLETED BY QUOTER)**

The undersigned offers and agrees that, with respect to all terms and conditions accepted by the District of Columbia Courts under "AWARD" below, this quote and the provisions of the RFQ will constitute a Formal Contract.		
<b>QUOTER</b>  Name: Street: City, State: Zip Code:  Area Code & Telephone Number:	Name and title of Person Authorized to Sign Quote: (Type or Print)	
	Signature   <div style="text-align: center;">(Seal)</div>	Date:
	Impress Corporate Seal  Corporate (Secretary) _____ (Seal) (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  BY: _____ CONTRACTING OFFICER	
CONTRACT PERIOD: _____	AWARD DATE _____

All communication regarding this solicitation should be directed to Amber Behrns, Contract Specialist at [amber.behrns@dcsc.gov](mailto:amber.behrns@dcsc.gov).

**PART I**

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

**B.1 PURPOSE**

The District of Columbia Courts (the Courts), Procurement and Contracts Branch, on behalf of the Information Technology (IT) Division, is seeking a contractor to provide new servers for the HQ production datacenter.

**B.2 TYPE OF CONTRACT**

The Courts contemplate award of a firm-fixed unit price Federal Supply Schedule delivery order as a result of this solicitation to the responsive and responsible Contractor who has the lowest quote.

**B.3 PRICE SCHEDULE**

The quoter shall complete the price schedule for all items listed in attachment J.10- Price Schedule of this solicitation. The Courts are actively seeking discounts on GSA schedule pricing.

If any CLINs are not included in the quoter's Federal Supply Schedule, they must be clearly indicated in the quoter's quote.

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

### **C.1 PURPOSE**

- C.1.1 The District of Columbia Courts (the Courts) IT Division are seeking a federal supply schedule contractor to provide all items listed on the schedule found on attachment J.10- Price Schedule. The purpose of this acquisition is to purchase new servers for the HQ production datacenter located in Washington, DC with a reliable solution for the Courts' mission critical systems.

### **C.2 BACKGROUND**

- C.2.1 The Courts are comprised of the DC Court of Appeals, the DC Superior Court and the DC Court System. The Courts' mission is to protect rights and liberties, uphold and interpret the law, and resolve disputes peacefully, fairly and effectively in the Nation's Capital. The Court System serves as the business support unit for the judicial branch of the District of Columbia Government. The Courts' mission and its operations rely heavily on information technology, and the organization's dependence on technology will increase with the adoption of additional services and technologies in the future.
- C.2.2 The Courts' Judiciary Square campus is comprised of the following five (5) Courts-owned buildings:
- a. 500 Indiana Avenue N.W. (H. Carl Moultrie Courthouse)
  - b. 515 5th St. NW (known as Building A)
  - c. 510 4th St. NW (known as Building B)
  - d. 410 E St. NW (known as Building C)
  - e. 430 E St. NW (known as Building D/the Historic Courthouse)
  - f. A number of smaller but mission critical field units are strategically located around the city.
- C.2.3 The Courts' Information Technology Division (IT) and the Courts' enterprise data center are centralized in Building C with local presence in other buildings.
- C.2.4 Currently, the Courts have three (3) full racks of servers a combination of racked servers and eight (8) HPE server C7000 enclosures.

### **C.3 SCOPE OF WORK**

- C.3.1 Items required in this solicitation are needed for the replacement of old servers at the HQ site located in Washington, DC. Exact items are listed on Attachment J.10- Price Schedule. Ancillary services are included for the installation and deployment of hardware.

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**SECTION D - PACKAGING AND MARKING**

(This section is intentionally left blank)

## **SECTION E - INSPECTION AND ACCEPTANCE**

### **E.1 INSPECTION OF SUPPLIES**

- E.1.1 **DEFINITIONS:** “Supplies,” as used in this clause, includes, but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.
- E.1.2 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.
- E.1.3 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.
- E.1.4 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.1.5 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.

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- E.1.6 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.
- E.1.7 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.
- E.1.8 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.
- E.1.9 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.
- E.1.10 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 2 business days of advance notification if the Court representative is in residence in the Contractor's plant, nor more than 7 business days in other instances.
- E.1.11 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.
- E.1.12 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.
- E.1.13 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

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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 AND ACCEPTANCE**

- E.2.1 The Contractor shall provide and maintain documentation of all design, data migration approach provided under this contract and throughout the contract period. 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.
- E.2.2 The Courts have the right to review and test all supplies/services called for by the contract to the extent practicable during the term of the contract. The Courts will perform reviews and tests in a manner that will not unduly delay the work. The Courts will perform system and integration tests, while unit testing and user acceptance testing remains the responsibility of the Contractor.
- E.2.3 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.2.4 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.
- E.2.5 Services and supplies will be accepted by the COTR.

SECTION F - DELIVERIES AND PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The period of performance for this FSS order 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.2 PLACE OF PERFORMANCE

All items specified in Attachment J.10 Price Schedule shall be delivered to the designated area affixed to the Building C data center located at:

410 E. St. N.W., Room 3916  
Washington, DC 20001  
ATTN: Sam Salama  
Telephone No.: 202-497-1221

F.3 DELIVERABLES

- F.3.1 All deliverables shall be in a form and manner acceptable to the Courts. The Contractor shall furnish supplies, materials, and equipment required to meet and perform the requirements of this Contract.
- F.3.2 The Contractor shall provide the Courts’ COTR with the deliverables specified below and within the designated timeframes.

F.3.2.1

Item Number	Deliverable	Quantity	Due Date	Deliver To
1	CLINs 1- 126	As Specified in Attachment J.10	Within 45 days of contract award	COTR (see F.2)

F.4 PERFORMANCE

- F.4.1 The Contractor shall coordinate installation and deployment services with the COTR.



## SECTION G- CONTRACT ADMINISTRATION DATA

### G.1 PAYMENT/INVOICES

The Courts will make invoice payments under the terms and conditions specified in the contract. The Contractor will be compensated upon completion and acceptance of the work as specified in the contract. Payments shall be considered as being made on the day a check is dated or the date of an electronic funds transfer.

Payment shall be based on firm-fixed prices set forth in the contractor's pricing schedule. The DC Courts will pay the amount due the Contractor under this contract after:

- a. Delivery and acceptance of items specified in attachment J.10; and
- b. Presentation of a properly executed invoice accompanied by supporting documentation.

### G.2 INVOICE SUBMITTAL

G.2.1 The contractor shall be compensated as set forth below. Effective June 8, 2018 all invoices and payment request shall be submitted electronically through the U.S. Department of the Treasury's Invoice Processing Platform (IPP) System using the "Bill to Agency" of Interior Business Center-FMD. The IPP website address is <https://www.ipp.gov>. In addition, it is the vendors' (contractors') responsibility to be System for Awards Management (SAM) registered and in IPP. The vendors (contractors) must be SAM registered in order to register in IPP. The SAM website address is <https://www.sam.gov>.

G.2.2 In order to receive payment, the Contractor must use the IPP website to register, access, and use IPP for submitting all invoice requests for payment(s). Assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via e-mail at [IPPCustomerSupport@fiscal.treasury.gov](mailto:IPPCustomerSupport@fiscal.treasury.gov) or by phone (866) 973-3131.

G.2.3 At a minimum, to constitute a proper invoice, the Contractor's invoice shall include the following information:

- a. Name and address of the Contractor
- b. The purchase order number
- c. Invoice date
- d. Invoice number
- e. Name of the Contracting Officer Technical Representative (COTR)
- f. COTR e-mail address
- g. Description, quantity, unit of measure, and extended price of the services or supplies actually rendered.
- h. Date services and/or supplies were rendered
- i. Copy of the invoice for materials

G.2.4 Once the electronic invoice has been submitted through IPP, no later than 2 business days from the

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electronic submission, the Contractor must email and/or mail to the COTR a copy of the electronic invoice along with all the required supporting documentation as stated in the contract.

- G.2.5 The Contracting Officer's Technical Representative (COTR) shall review each electronic invoice for certification of receipt of satisfactory services prior to authorization of payment.

**G.3 FINAL INVOICE**

- G.3.1 The Contractor shall submit final electronic invoice (s) within thirty (30) days after the expiration of this contract. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

- G.3.2 The Contractor must contact the COTR in order to obtain a D.C. Courts Release of Claims form. Upon receipt of the form, the Contractor must complete and submitted the Release of Claims form as well as provide a copy of the final electronic invoice to the COTR.

**G.4 TAX EXEMPT**

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

**G.5 PROMPT PAYMENT ACT**

The Courts will pay interest (late charge) on each electronically receipted and approved invoice pursuant to the Prompt Payment Act, 31 U.S.C. 3901 et seq.

**G.6 AUDITS**

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

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

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

Dr. Cheryl Bailey, PhD  
Acting Executive Officer  
Executive Office  
District of Columbia Courts  
500 Indiana Ave. N.W., Suite 6680  
Washington, D.C. 20001  
Cheryl.Bailey@dcsc.gov

**G.6.2 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:

Sam Salama  
Server and Storage Branch Manager  
Information Technology Division  
410 E Street NW, Suite 3900  
Washington DC, 20001  
Telephone Number: 202-879-4265  
Samer.Salama@dcsc.gov

**G.7 AUTHORIZED REPRESENTATIVE OF THE CONTRACTING OFFICER**

- G.7.1** 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.7.2 THE RESULTANT CONTRACTOR IS HEREBY FOREWARNED THAT ABSENT THE REQUISITE AUTHORITY OF THE COTR TO MAKE ANY SUCH CHANGES, CONTRACTOR MAY BE HELD FULLY RESPONSIBLE FOR ANY CHANGES NOT AUTHORIZED IN ADVANCE, IN WRITING, BY THE CONTRACTING OFFICER, MAY BE DENIED COMPENSATION OR OTHER RELIEF FOR ANY ADDITIONAL WORK PERFORMED THAT IS NOT SO AUTHORIZED, AND MAY BE ALSO BE REQUIRED, AT NO ADDITIONAL COST TO THE COURTS, TO TAKE ALL CORRECTIVE ACTION NECESSITATED BY REASON OF THE UNAUTHORIZED CHANGES.**

## **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-H.7 (*Reserved*)

### **H.8 STOP-WORK ORDER**

H.8.1 The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for

Convenience of the Government, clause of this contract.

- H.8.2 If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
  - (2) The Contract asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the actions, the Contracting officer may receive and act upon the claim submitted at any time before final payment under this contract.
- H.8.3 If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- H.8.4 If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.
- H.9 ***(Reserved)***
- H.10 **SAFETY PRECAUTIONS**
- H.10.1 The Contractor shall perform all 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 The Courts, its officers, agents, servants and employees shall not be held liable for any property damages or physical harm resulting from inadequate protection.
- H.11 **USE OF PREMISES**
- H.11.1 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.11.2 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.11.3 Any work necessary to be performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed in accordance with the terms of this contract.
- H.11.4 The Contractor shall use only such entrances to the work area as designated by the COTR.

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H.11.5 Any work, once started, shall be completed as rapidly as possible and without unnecessary delay.

H.11.6 Only such portions of the premises as required for proper execution of the contract shall be occupied.

H.11.7 All work shall be performed in such manner as to cause minimum annoyance to occupants of adjacent premises and interference with normal traffic.

H.11.8 Work performed in existing buildings shall be executed in a manner that will cause minimum interference with facility occupants.

H.11.9 All work shall be carried on in an orderly manner performed in such manner to cause minimum:

- a. Interference with or disruption of normal activities in the building which is occupied; and
- b. Noises or disturbances.

H.12 ***(Reserved)***

#### H.13 **CONSENT TO SUBCONTRACT**

The Contractor hereunder shall not subcontract any of the Contractor's work or services 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. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the Court, the Contractor shall remain liable to the Courts for all contractors' work and services required hereunder.

#### H.14 **SUBCONTRACTS**

H.14.1 Nothing contained in the contract documents shall be construed as creating any contractual relationship between any subcontractor and the Court.

H.14.2 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.14.3 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.14.4 The Contractor shall be responsible for the coordination of the trades, subcontractors, materials, and persons engaged upon his work.

H.14.5 The Court will not undertake to settle any differences between the Contractor and his subcontractors or between subcontractors.

H.14.6 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. Notwithstanding any such

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subcontractor approved by the Court, the Contractor shall remain liable to the Courts for all contractors' work and services required hereunder.

#### **H.15 PUBLICITY**

The Contractor shall at all times obtain the prior written approval from the Court's Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

#### **H.16 COMPLETION OF CONTRACT**

Contractor shall have fulfilled its obligation when the Court determines the Contractor has consistently provided services as described in the Statement of Work (DC Courts Contract) until the end of the contract period.

#### **H.17 CERTIFICATION REQUIREMENT**

The quoter must be an authorized Hewlett Packard Enterprise reseller.

#### **H. 18 (*Reserved*)**

#### **H.19 ACCESS TO THE BUILDING**

The Contractor will be escorted by Court personnel for the performance of tasks under this contract.

## **PART II**

### **SECTION I - CONTRACT CLAUSES**

#### **I.1 APPLICABILITY OF GENERAL PROVISIONS APPLICABLE TO THE COURTS CONTRACTS**

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

#### **I.2 *(Reserved)***

#### **I.3 DISPUTES**

Any dispute arising under or out of this contract is subject to the provisions of Chapter 8 of the Procurement Guidelines of the Courts.

#### **I.4 EXAMINATION OF BOOKS AND RECORDS**

The Contracting Officer or any of the Contracting Officer's 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.5 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.6 NON-DISCRIMINATION**

- I.6.1 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 PROTEST**

- I.7.1 Any aggrieved person may protest this solicitation, award or proposed contract award in accordance with Chapter 8 of the Procurement Guidelines of the District of Columbia Courts. Protest shall be filed in writing, within ten (10) working days after the basis of the protest is known (or should have been known), whichever is earlier with the Contracting Officer at:



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

I.7.2 A protest shall include the following:

- (a) Name, address and telephone number of the protester;
- (b) solicitation or contract number;
- (c) Detailed statement of the legal and factual grounds for the protest, including copies of relevant documents;
- (d) Request for a ruling by the Contracting Officer; and
- (e) Statement as to the form of relief requested.

I.8 *(Reserved)*

## I.9 **INSURANCE**

I.9.1. General Requirements: 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 Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with Ten (10) days prior written notice in the event of non-payment of premium. The Contractor must submit to the Contracting Officer a certificate of insurance as evidence of compliance within ten (10) calendar days after request.

- a. **General Liability Insurance.** The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability; and independent contractors. The policy coverage shall include the District of Columbia Courts as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia Courts, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
- b. **Automobile Liability Insurance.** The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence -combined single limit for

bodily injury and property damage.

- c. **Workers' Compensation Insurance.** The Contractor shall provide Workers' Compensation insurance covering all of its employees working in conjunction with the performance of this contract. Contractor agrees to comply at all times with applicable Federal and District of Columbia workers' compensation and occupational disease statutes.
- d. **Employer's Liability Insurance.** The Contractor shall provide employer's liability insurance as follows: \$500,000.00 per accident for injury; \$500,000.00 per employee for disease; and \$500,000.00 for policy disease limit.

- I.9.2. **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 one (1) year, and four (4) renewable years, following final acceptance of the work performed under this contract.
- I.9.3. **Liability:** These are the required minimum insurance requirements established by the Courts. However, the required minimum insurance provided above will not in any way limit the Contractor's liability under this Contract.
- I.9.4. **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.9.5. **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.9.6. **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.9.7. **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 616  
Washington, D.C. 20001  
Louis.Parker@dcsc.gov

- I.9.8. **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.10 ***(Reserved)***

I.11 ***(Reserved)***

I.12 **LAWS AND REGULATIONS**

All applicable laws, Courts rules, procurement guidelines and regulations shall apply to the contract throughout, and they will be considered to be included in the contract the same as though herein written out in full.

I.13 **GOVERNING LAW**

I.13.1 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.

I.14 **ETHICS IN PUBLIC CONTRACTING**

I.14.1 The Quoter shall familiarize itself with the Courts' policy entitles "Ethics in Public Contracting" (attachment J.3). The Quoter shall abide by such provisions in submission of its quote and performance of any contract awarded.

I.15 **ORDER OF PRECEDENCE**

I.15.1 Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- a. Supplies and Services or Price/Cost Section (Section B);
- b. Specifications/Work Statement (Section C);
- c. Special Contract Requirements (Section H);
- d. Deliveries and Performance (Section F);
- e. Contract Clauses (Section I);
- f. Contract Administration Data (Section G);
- g. Inspection and Acceptance (Section E); and
- h. Contract Attachments (Section J) in the order they appear.

I.16 ***(Reserved)***

**PART III**

**LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J - LIST OF ATTACHMENTS AND APPENDIX**

- |             |   |
|-------------|---|
| <b>J.1</b>  | <b>General Provisions Applicable to D.C. Courts Contracts</b> |
| <b>J.2</b>  | <b>Anti-Collusion Statement</b>                               |
| <b>J.3</b>  | <b>Ethics in Public Contracting</b>                           |
| <b>J.4</b>  | <b>Non-Discrimination</b>                                     |
| <b>J.5</b>  | <b>Certification of Eligibility</b>                           |
| <b>J.6</b>  | <b>Tax Certification Affidavit</b>                            |
| <b>J.7</b>  | <b>District of Columbia Courts Release of Claims</b>          |
| <b>J.8</b>  | <b>Past Performance Evaluation</b>                            |
| <b>J.9</b>  | <b>Supplier Information Form DCCSF</b>                        |
| <b>J.10</b> | <b>Price Schedule</b>   |

**PART IV**

**REPRESENTATIONS AND INSTRUCTIONS**

**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS  
OF QUOTERS**

K.1.        *(Reserved)*

**K.2.    ACKNOWLEDGMENT OF AMENDMENTS**

Any amendments to this solicitation will be posted to <https://www.dccourts.gov/about/procurement-contracts-branch>.

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

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

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

K.3.        *(Reserved)*

**K.4.    OFFICERS NOT TO BENEFIT CERTIFICATION**

Each Quoter shall check one of the following:

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

\_\_\_\_ (b)    The following person(s) listed in Clause 21 of the District of Columbia Courts General Contract Provisions may benefit from this contract. For each person listed, attach the affidavit required by Clause 21 of the District of Columbia Courts General Contract Provisions.

K.5. **(Reserved)**

K.6. **TYPE OF BUSINESS ORGANIZATION**

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

K.7. **PAYMENT IDENTIFICATION NO.**

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

Please list below applicable vendor information:

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

Or

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

Dun and Bradstreet Number: \_\_\_\_\_

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

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

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

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

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

Fax Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

## PART V

### REPRESENTATIONS AND INSTRUCTIONS

#### SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO QUOTERS

##### L.1 METHOD OF AWARD

- L.1.1. The Courts reserves the right to accept/reject any/all quotes resulting from this solicitation. The Contracting Officer may reject all quotes or waive any minor informality or irregularity in quotes received whenever it is determined that such action is in the best interest of the Courts.
- L.1.2. The Courts intends to award a single contract resulting from this solicitation to the responsive and responsible quoter whose quote meets the requirements set forth in this solicitation, and whose proposal represents the lowest price.
- L.1.3 The Courts may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or sub-line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of price analysis techniques. A proposal may be rejected if the Contracting officer determines that the lack of balance poses an unacceptable risk to the Government.

##### L.2. PREPARATION AND SUBMISSION OF QUOTES

- L.2.1. **Quoters shall submit one (1) original and one (1) electronic (pdf) signed copy of the quote including attachments (J.2-J.6, J.8-J.10), a copy of their GSA Supply Schedule and price list, and any software license agreement(s). One (1) completed electronic (xlsx) copy of attachment J.10 shall be submitted via e-mail. Quoters shall submit three (3) completed Past Performance Evaluations (J.8) that demonstrate experience with similar orders.** Address submission information is in L.2.7 of this solicitation.
- L.2.2. The quoter shall submit his/her proposal in a sealed proposal package conspicuously marked as follows:  
***Name and Address of the Quoter***  
***Solicitation Number: DCSC-20-FSS-17***  
***Caption: HQ Hardware Refresh***  
***Solicitation Closing Date: December 19, 2019***  
***Solicitation Closing Time: 2:00PM***

- L.2.3. The original quote shall govern if there is a variance between the original quote and the copy submitted by the quoter. Each quoter shall return the complete solicitation as its quote.
- L.2.4. The Courts may reject as non-responsive any quote that fails to conform in any material respect to the solicitation.
- L.2.5. The Courts may also reject as non-responsive any quotes submitted on forms not included in or required by the solicitation. Quoters shall make no changes to the requirements set forth in the solicitation.
- L.2.6. The quoter must provide a price in accordance with section B and Attachment J.10 of this solicitation to be considered for this award. Failure to quote on all CLINs in the attached Contractor's Price Schedule will render the quote non-responsive and disqualify a quote.
- L.2.7. **Quotes shall be mailed and/or hand delivered to the following address:**

Quotes shall be **mailed** to the following address:

District of Columbia Courts  
Administrative Services Division  
Procurement and Contracts Branch  
Attn: Amber Behrns, Contract Specialist  
616 H Street, N.W., Suite 612  
Washington, D.C. 20001

Quotes shall be **hand delivered** to the following address:

District of Columbia Courts  
Administrative Services Division  
Procurement and Contracts Branch  
Attn: Amber Behrns, Contract Specialist  
701 7<sup>th</sup> Street, N.W., Suite 612  
Washington, D.C. 20001

Quotes shall be **electronically mailed** to the following address:

[Amber.Behrns@dcsc.gov](mailto:Amber.Behrns@dcsc.gov)

### L.3. **CONFIDENTIALITY OF SUBMITTED INFORMATION**

- L.3.1 Quoters who include in their quotes 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 quote document with the following legend:

*"This quote 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.3.2. The specific information within the quote which the quoter is making subject to this restriction announced on the title page must be noted on the individual pages which contain it. The quoter shall mark each page containing confidential information or data it wishes to restrict with the following text:

*"Use or disclosure of data contained on this page is subject to the restriction on the title page of this proposal".*

- L.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 quoter, use, without restriction, information contained in this quote package if it is obtained from another source.

**L.4. QUOTE PRICE**

- L.4.1. The quote price must be submitted using the format provided in this solicitation. The quoter's price quote shall become a part of the awarded contract. The quoter's price quote for each course shall be inclusive of all costs necessary for delivering services.

**L.5. QUOTE SUBMISSION DATE AND TIME, LATE SUBMISSION, MODIFICATIONS, AND WITHDRAWALS**

- L.5.1. Quotes shall be submitted no later than the date and time specified in the solicitation. Quotes, modifications to quotes, 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:

- a. The quote or modification was sent by registered or certified mail no later than the fifth (5th) calendar day before the date specified for receipt of quotes;
- b. The quote 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
- c. The quote is the only quote received.

- L.5.2. The only acceptable evidence to establish the date of a late proposal, late modification or late

*HQ Hardware Refresh*

withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown in the postmark, the proposal shall be considered late unless the quoter can furnish evidence from the postal authorities of timely mailing.

L.5.3. A late quote, 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 quote 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 quote, late modification or late withdrawal of quote that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful quotes resulting from this solicitation.

**L.6. QUESTIONS**

L.6.1. Questions concerning this Request for Quote must be directed **in writing** no later than Friday, December 13, 2019 at 5:00 PM (EST) to:

Amber Behrns, Contract Specialist  
Procurement and Contracts Branch  
Administrative Services Division  
District of Columbia Courts  
616 H Street, N.W., Suite 612  
Washington, D.C. 20001  
Telephone Number: (202) 879-2838  
Facsimile Number: (202) 879-2835  
Email: Amber.Behrns@dcsc.gov

L.6.2. For further information on submission of questions, please refer to section L.7. of this solicitation.

**L.7. EXPLANATION TO PROSPECTIVE QUOTERS**

L.7.1. **Any prospective quoter desiring an explanation or interpretation of this solicitation must request it in writing at least five (5) days prior to the proposal receiving date.** Requests should be directed to the procurement contact person at the address listed in Section L.6. Any substantive information given to a prospective quoter concerning a solicitation will be furnished promptly to all other prospective quoters as an amendment to the solicitation, if that information is necessary in submitting quotes or if the lack of, it would be prejudicial to any other prospective quoters. Oral explanations or instructions given before the award of the contract will not be binding.

**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 QUOTE**

L.9.1. Quotes 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. Quoters shall complete and return with their price quote Page 1 Solicitation, Offer and Award for Supplies and Services; any Amendment(s); Section K; Attachment J.3- Ethics in Public Contracting; J. 4- Non-Discrimination; J.5- Certification of Eligibility; J.6- Tax Certification Affidavit; J.8- Past Performance Evaluation Form(s); J. 9- Supplier Information Form DCCSF; J.10 Contractor's Price Schedule; and J.13 Criminal History Request Form.

L.10.2 No award shall be made unless the Contracting Officer makes confirmation or affirmative determination of responsibility for the potential contractor. ***THE POTENTIAL CONTRACTOR MUST BE REGISTERED IN SYSTEM FOR AWARD MANAGEMENT (SAM) PRIOR TO AWARD OF CONTRACT. REGISTER AT [WWW.SAM.GOV](http://WWW.SAM.GOV).***

**L.11. RETENTION OF QUOTES**

L.11.1. All quote documents shall be the property of the District of Columbia Courts and retained by the Courts, and therefore will not be returned to the quoters. One (1) copy of each quote shall be retained for official files and will become a public record after the award and open to public inspection. It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the Courts except as to the disclosure restrictions contained in Section L.3.

**L.12. PUBLIC DISCLOSURE UNDER FOIA**

L.12.1. Trade secrets or proprietary information submitted by a quoter 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 quoter 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 quoter's entire proposal is proprietary will have no effect whatsoever.

**L.13. EXAMINATION OF SOLICITATION**

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

**L.14. ACKNOWLEDGMENT OF AMENDMENTS**

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

**L.15. RIGHT TO REJECT QUOTES**

L.15.1. The Courts reserve the right to reject, in whole or in part, any and all quotes received as the result of this solicitation.

**L.16. QUOTE PREPARATION COSTS**

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

**L.17. PRIME CONTRACTOR'S RESPONSIBILITIES**

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

L.17.2. If the quote includes services provided by others, the quoter 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 RFQ.

**L.18. CONTRACT TYPE**

L.18.1. This is a firm-fixed Federal Supply Schedule delivery order.

**L.19. FAILURE TO RESPOND TO SOLICITATION**

L.19.1. In the event that a prospective quoter does not submit a quote in response to the solicitation, the prospective quoter should advise the Contracting Officer by letter or postcard whether the prospective

quoter wants any future solicitations for similar requirements. If the prospective quoter does not submit a quote for three successive solicitations and does not notify the Contracting Officer that future solicitations are desired, the prospective quoter's name may be removed from applicable mailing list.

#### **L.20. SIGNING QUOTES AND CERTIFICATIONS**

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

#### **L.21. ERRORS IN QUOTES**

L.21.1. Quoters are expected to read and fully understand all information and requirements contained in the solicitation. Failure to do so will be at the quoter's risk. In the event of a discrepancy between the unit price and the extended price, the unit price shall govern.

#### **L.22. ACCEPTANCE PERIOD**

L.22.1. The Quoter agrees to keep its quote open for a period of one hundred and twenty (120) days from the date specified for the submission of quotes.

## **PART VI**

### **SECTION M - EVALUATION FACTORS**

#### **M.1 PROSPECTIVE CONTRACTOR'S RESPONSIBILITY**

- M.1.1 In order to receive an award under this solicitation, the Court's Contracting Officer must 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:
- a. Financial resources adequate to perform the contract, or the ability to obtain them;
  - b. Ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
  - c. A satisfactory record of performance;
  - d. The necessary organization, experience, accounting and operational control, and technical skills, or the ability to obtain them;
  - e. Compliance with the applicable District licensing, tax laws, and regulations;
  - f. The necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and
  - g. 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 an quoter to comply with a request for information may subject the quoter's proposal 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 non-responsibility based on available information. If the available information is insufficient to make a determination of non-responsibility, the Court's Contracting Officer shall determine the quoter to be non-responsible.
- M.1.3. The contract will be awarded to the responsive and responsible quoter whose quote is the lowest total price. Past performance demonstrating experience with similar order will be considered in determining Contractor responsibility.