

**DISTRICT OF COLUMBIA COURTS  
REQUEST FOR BID  
FOR SUPPLIES, OR SERVICES**

**ISSUED BY:** DISTRICT OF COLUMBIA COURTS  
ADMINISTRATIVE SERVICES DIVISION  
PROCUREMENT AND CONTRACTS BRANCH  
700 6<sup>th</sup> STREET, N.W. SUITE 1200  
WASHINGTON, D.C. 20001

**DATE ISSUED: 08/28//2023**

**IFB NUMBER: DCSC-23-FSS-170**

**OPENING DATE: 09/11/2023  
OPENING TIME: 2:00PM**

**Description: Service Management Solution Software  
Licenses and Migration services**

**MARKET TYPE: GSA FSS**

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**OFFER (TO BE COMPLETED BY BIDDER) Note: In sealed offer solicitations “Offer” and Bidder” mean Offer” 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.					
<p style="text-align: center;"><b>BIDDER</b></p> <p>Name:</p> <p>Street:</p> <p>City, State:</p> <p>Zip Code:</p> <p>Area Code &amp; Telephone Number:</p>	<p>Name and title of Person Authorized to Sign Offer: (Type or Print)</p>				
	<table border="1" style="width: 100%;"> <tr> <td style="width: 70%;">Signature</td> <td style="width: 30%;">Date:</td> </tr> <tr> <td style="text-align: center;">(Seal)</td> <td></td> </tr> </table>	Signature	Date:	(Seal)	
	Signature	Date:			
(Seal)					
<p>Impress Corporate Seal</p> <p>Corporate (Secretary) _____ (Seal) (Attest)</p>					

- A. All written communications regarding this solicitation should be addressed to the Contracting Officer and directed by email to Darryl Allen, Contract Specialist at [Darryl.Allen@dccsystem.gov](mailto:Darryl.Allen@dccsystem.gov)

This solicitation is an GSA Federal Supply Schedule 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:

<b>AMENDMENT NO.</b>	<b>DATE</b>	<b>AMENDMENT NO.</b>	<b>DATE</b>

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

**2. WALSH-HEALY ACT**

If your offer 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.**
  - The Bidder is not a Manufacturer pursuant to Clause 30 of the District of

Columbia Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts.

**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 29 of the District of Columbia Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, “Buy American Act”), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

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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 16 of the District of Columbia Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts will benefit from this contract.
  
- \_\_\_\_ (b) The following person(s) listed in Clause 16 District of Columbia Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts may benefit from this contract. For each person listed, attach the affidavit required by Clause 16 of the District of Columbia Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts.

**5. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

- (a) Each signature on the offer is considered to be a certification by the signatory that:
  - (1) The prices in this offer 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 an offer, or (iii) the methods or factors used to calculate the prices offer;
  - (2) The prices in this offer have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other bidder or competitor before offer 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 an offer for the purpose of

restricting competition.

- (b) Each signature on the offer 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 offer, 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 principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above:  

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(Insert full name or person(s) in the organization responsible for determining the prices offered in this offer 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 sub-paragraph (a) (2) above, the Bidder must furnish with its offer 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 offers. 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: \_\_\_\_\_

**SAM's Unique Entity Identifier (UEI):** \_\_\_\_\_

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

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

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

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

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

**PAYMENTS UNDER TERMS OF ANY CONTRACT RESULTING FROM THIS SOLICITATION WILL BE HELD IN ABEYANCE PENDING RECEIPT OF A VALID D-U-N-S NUMBER, SOCIAL SECURITY NUMBER, or FEDERAL TAX IDENTIFICATION NUMBER.**

**PART I**

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

B.1 The District of Columbia Courts are seeking a qualified Contractor to provide Service Management Solution Software Licenses and Migration services to be utilized throughout the DC Courts Information and Technology Division.

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

B.2 The bidder shall submit a price for the following software licenses and Service Management Solution Software Migration specified below in Section B.3 and in accordance with Section C, Scope of Services.

B.3 Price Schedule

B.3.1 Service Management Solution software – Bill of Materials (BOM)

Product SKU	Product	License Metric	Period of License	Units	Unit Cost	Total Cost
PROD19279	Customer Service Management - Professional	Fulfiller User	36Months	110		
PROD17800	Business Stakeholder User	Business Stakeholder Users	36Months	10		
PROD00069	ServiceNow Instance-FedRamp	Government Data Center	36Months	3		
PROD16047	Hardware Asset Management Professional	Subscription Units	36Months	590		
<b>Total Cost</b>						

B.3.2 Service Management Solution Software Migration

Contractor shall provide migration services within twelve (12) months of contract award. Contract Award is the date of the Contracting Officers signature.

Service Management Solution Migration

12 Months	Price\$
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B.4 The bidder must provide with its bid a copy of its license and management agreement, service level agreement (SLA), and/or your SaaS agreement as

applicable.

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

### **C.1 Statement of Work for Implementation and Migration for ServiceNow from Cherwell**

The District of Columbia Courts (the Courts) are seeking a single qualified vendor to provide professional services to implement and migrate to ServiceNow from Cherwell. The vendor will be required to successfully design, develop, and undertake the required effort for this initiative. The Courts intends to award a firm-fixed-price contract as a result of this solicitation.

C.1.1 ITD is currently using six ITIL processes: Incident Management, Problem Management, Request Fulfillment, Change Management, Release and Deployment Management, and Service Level Management. Each has been assessed at a Capability Maturity Model Integration (CMMI) level of three (3).

C.1.2 The Courts currently uses the Cherwell ITSM and SolarWinds Dameware Remote Everywhere support tools to facilitate the ITIL processes. In addition, SolarWinds is used as an event management and monitoring tool and Forescout's CounterAct to help with network visibility and control.

C.1.3 This solicitation focuses on providing ServiceNow implementation services supporting the Courts IT's digital transformation initiative to "reimagine the courts." Provide expert ITSM guidance and ServiceNow implementation services in support of the Courts following objectives:

- "Shift Left" – provide a quality self-service experience that will decrease emails and phone calls.
- "Do more with less" – increase automation and decrease the need for manual intervention.
- Gain greater visibility into the state of service delivery at the Courts.

C.1.4 To meet these objectives, the Courts are looking to overcome various challenges, including but not limited to the following:

- Lack of innovation regarding the current platform (Cherwell Service Management) following Cherwell Software's acquisition by Ivanti.
- Limited automation resulting in significant manual intervention and processes coming to a standstill.
- Unintuitive and outdated reporting capabilities limit management's ability to gain actionable insights.

C.1.5 The vendor is required to address these challenges by providing ServiceNow configuration services to implement a net new instance of the ServiceNow platform that will support IT and additional Court divisions such as HR, the Executive Security Office, and Administrative Services.

## **C.1.6 Requirements**

### **C.1.6.1 Minimal Qualifications**

C.1.6.2 Only vendors who meet the mandatory minimum requirements below will be considered.

- 10+ years of experience working in Cherwell and expertise in migrating and transforming customers from Cherwell to ServiceNow.
- The subject matter expert (SME) resource(s) assigned to this effort shall be Certified ITILv4 Experts.
- The Contractor must provide ServiceNow System Administration and End-user training.
- Contractor must have a proven and verifiable track-record for previous successful ITIL process implementations.
- Contractor shall have significant experience working with both Cherwell and ServiceNow in alignment with ITIL processes.

\* Contractor shall be available to work onsite as needed.

C.1.6.3 The selected Contractor shall familiarize itself with the ITD's current state, based upon review of previous assessment results, tool utilization/configuration, and stated process objectives as well as other means at the Contractor's discretion.

C.1.6.4 The Contractor shall follow a core hybrid agile service management project methodology that includes sequential project phases and exit gates for ServiceNow projects.

C.1.6.5 The engagement will primarily consist of the following five (5) project phases:

- **Initiating:** Understand the business objectives; establish program governance; establish the project team; formally kick off the project.
- **Planning:** Conduct process, platform, and integration workshops; define, review, and prioritize the product backlog; finalize the project timeline.
- **Executing:** Run agile scrum cycles; define support processes and post-Go-Live approach; plan for user acceptance testing.
- **Validating:** User acceptance testing; go-live planning; operational readiness; training; go-live.

- Closing: Operational handover; post-Go-Live support; lessons learned; measure value and champion success; formally close the project.

C.1.6.6 The Contractor shall provide the below design in-scope topics.

**Design, In-Scope Topics**

In-Scope Topics	Topic Description and Details
CSDM	Determine requirements for services data import utilizing Common Service Data Model (CSDM) Review core data, evaluate fitness for CSDM. Establish foundation for services model and confirm alignment to ServiceNow CSDM Confirm data sources and import mechanisms. Discuss catalog taxonomy and categorization as it relates across in-scope modules
CMDB	Determine how the Configuration Management Database (CMDB) will be used to gain visibility into the environment to support business processes. Review current CMDB Product Models and data Asset and CI creation based on device import. Proper categorization of items in the CMDB according to CSDM Finalize Service models and Configuration Item candidates. CI Attributes and formats; CI Relationships
ITSM Processes	Execute Functional Design for the following processes. Incident Management Service Catalog/Request Fulfillment Service Level Management Problem Management Change Management Knowledge Management Asset Management
Service Operator Workspace	Execute and determine required configurations to the Service Operator Workspace.
Employee Center (Portal)	Execute and determine required configurations to the Employee Center (i.e., self-service portal).
Access Control Lists (ACL)	Execute and determine any security requirements or ACL without customizations.
Routing Logic	Execute and determine any required routing logic.
Mobile: Now Agent and Now Mobile	Execute and determine Now Agent and Now Mobile apps
Dashboards and Reporting	Execute and determine Dashboards and Reporting
Integrations	Build integrations with external systems: Active Directory and SSO

In-Scope Topics	Topic Description and Details
	SolarWinds (via API) Forescout (via API)

C.1.6.7 The Contractor technical approach to this project shall be as follows:

### Technical Approach

Component	Description
Foundational Data imports	Import of foundational data from Cherwell
CSDM	Functional build based on Design Requirements for CSDM  Configure the aligned services model. Configure service structure and attributes. Configure service import sets and transform maps
CMDB	Functional build based on Design Requirements for CMDB  Configure core capabilities including forms, fields, lists, and notifications. Core configuration also includes set-up of categories, business rules, properties and reports and dashboards. Configure CI Classes Display the appropriate Configuration items (CI's) in related forms and make the data available to other ServiceNow modules
Incident Management	Functional build based on Design Requirements for Incident Management Set up application based on best practice baseline configurations and requirements agreed to in the Design stage of the project. Configuration of core capabilities including forms, fields, lists, and notifications. Core configuration also includes set-up of categories, business rules, properties, and standard templates. Additionally, configure:

Component	Description
	<p>Assignments to be driven by Incident categorization.            Configure incident survey.            Ability to create and associate Change Request and Problem from Incident and Major Incident records.            Process and configuration will be aligned with functionality available within ServiceNow</p>
Service Catalog and Catalog Items (Service Requests)	<p>Functional build based on Design Requirements for Service Catalog and Catalog Items            Configuration of core capabilities including forms, fields, lists, and notifications. Core configuration also includes set-up of properties, parameters, and baseline roles, dashboards, and reports for service catalog.            Configure self-service portal to support user access to the service catalog and catalog items.            One (1) incident record producer Catalog Item            Configure Catalog items based on Simple, Medium, and Complex complexity.            Simple form with team assignment based on categorization.            Inclusion of form variables, sub-tasks, and multiple approvals            Inclusion of form variables, sub-tasks, multiple approvals, and automation activities            Configure Request survey.            Process and configuration will be aligned with functionality available within ServiceNow</p>
Service Level Management	<p>Functional build based on Design Requirements for Service Level Management            Configure SLAs            Process and configuration will be aligned with functionality available within ServiceNow</p>
Problem Management	<p>Functional build based on Design Requirements for Problem Management            Install licensed plugins and set up application based on best practice baseline configurations and requirements agreed to in the Design stage of the project.            Configure core capabilities including forms, fields, lists, and notifications. Core configuration also includes set-up of properties, categories and standard problem roles and reports.            Configure Field Changes (UI Action, UI Policy, Ref Qualifiers, Columns)            Enable Known Error Database            Configure ability to add Known Error to the Knowledge Database            Process and configuration will be aligned with functionality available within ServiceNow</p>
Change Management	<p>Functional build based on Design Requirements for Change Management            Set up application based on best practice baseline configurations and requirements agreed to in the Design stage of the project.            Configuration of core capabilities including forms, fields, lists, and notifications. Core configuration also includes set-up of properties, state model, Change calendar, collision detector, and standard change roles.            Define the Risk Assessment Questions, Weights, Thresholds, and Scores based on which risk for a particular change request is calculated.            Attribute(s) of the associated CI will impact the Risk Assessment            Configuration of change types (Emergency, Normal, Standard)            Configure Field Changes (UI Action, UI Policy, Ref Qualifiers, Columns)</p>

Component	Description
	Configure CAB Definitions and schedules. Configure Standard Change Templates Changes tied to CIs. Process and configuration will be aligned with functionality available within ServiceNow
Knowledge Management	Functional build based on Design Requirements for Knowledge Management Build knowledgebases. Provide sample knowledge templates, modifying items that can be used in DCC's initial knowledgebase. Creation of Publish, Retire, and Review workflows. Creation of a knowledge article from an Incident Process and configuration will be aligned with functionality available within ServiceNow
Asset Management	Functional build based on Design Requirements for Asset Management Configuration of core capabilities including forms, fields, lists, and notifications Configure simple asset workflow and lifecycle. Configure asset catalog items. Configure asset bundles. Process and configuration will be aligned with functionality available within ServiceNow
Service Operator Workspace	Functional build based on Design Requirements for Service Operator Workspace
Employee Center	Functional build based on Design Requirements for Employee Center Optimization and adjustments for portal such as, the modification of colors and logos and minor adjustments to navigation Portal branding capabilities will be utilized to generate look and feel. Configure ability to create incidents/requests, view status, approve, view end-user facing knowledgebase, and provide feedback on Knowledge Articles
Roles and ACLs	Functional build based on Design Requirements for modification of Roles and ACLs to meet DCC's needs. Configure new ACLs to address specific security requirements.
Routing	Functional build based on Design Requirements for required Routing logic. Configure new routing rules to meet DCC requirements
Mobile: Now Agent & Now Mobile	Functional build based on Design Requirements for Now Agent and Now Mobile app. Install and enable ITSM Mobile Agent plug-in so that technicians will be able to View incident details and activity. Edit an incident and adding comments. Resolve, assign, or reassign an incident. View incident notifications. Configure mobile theme. Install and enable Now Mobile plug-in so that requestors will be able to Submit new requests. View submitted tickets.

Component	Description
Integrations	Functional build based on Design Workshops for integrations with external systems. Active Directory and SSO SolarWinds (via API) Configure data procedure rules for CMDB. Configure import and mapping for CI classes. Forescout (via API) Configure data procedure rules for CMDB. Configure import and mapping for CI classes.
Dashboards and Reports	Functional build based on Design Requirements for dashboards and reports. Configure dashboards. Configure reports

C.1.6.8 The Contractor shall conduct System Administration and End-user training, specific to the Courts' implementation.

C.1.6.9 The Contractor shall utilize the ServiceNow subscription licenses listed in the **Section B – DC Courts ServiceNow Services Bill of Materials (BOM)** spreadsheet to implement ServiceNow.

C.1.6.10 The Contractor shall provide a Project Manager who will be accountable for successful solution delivery. See Section 2.3 for Project Management details. (This role may be filled by the SME at the Contractor's discretion.)

C.1.6.11 Project Management

C.1.6.12 Project Management services include all work associated with the initiating, planning, executing, monitoring, and controlling, and closing of work associated with this project. The Courts recognize that Project Management Services are an essential component for successful contract management and ongoing Courts/Contractor relationship satisfaction. The Courts require a relationship with Contractor based on the following key aspects:

- Mutual trust and respect.
- Clear, purposeful communications.
- Deliberate project execution based on an approved project plan; and
- Well-defined roles and responsibilities.

C.1.6.13 The Contractor Project Management team shall work with the Courts' team to achieve a number of contractual project goals and objectives, including:

- Ensuring the Courts' performance standards are met.
- Ensuring project is executed within scope, schedule, cost, and quality constraints; and

- Identifying opportunities for the Courts to become self-sufficient in supporting the proposed new technology.

C.1.6.14 The Courts' approved formal procedural, reporting, and communication processes and structures will be established and maintained in order to manage the services being provided by the Contractor in an efficient and effective manner. They will be documented and maintained by the Contractor, as approved by the Courts, and modified and updated on an ongoing basis to reflect changes to the business and operational relationship.

C.1.6.15 The Contractor and the Courts will agree upon additional points of contact and a reporting structure covering day-to-day operations and reviews of Contractor's performance. These may include technical, financial, and Service Level Agreements (SLA) reviews as well as the resolution of any other issues that may arise. These reporting schedules will be documented and maintained by Contractor accessible to the Courts' management team. A regular meeting schedule will be required for the different reporting levels established. In addition to the processes and procedures as described herein, the Contractor must provide processes and procedures acceptable to the Courts that can be used to manage day-to-day relationship processes and shall include:

- Project Status.
- Outstanding issues and tasks.
- Performance reporting.
- Dispute resolution.
- Change requests.
- New business requests; and
- Risk identification.

C.1.6.16 The Contractor shall be responsible for maintaining full, open communications and contact with the Courts throughout the entire project from initiation through project closeout. The Contractor shall provide weekly status reports as well as in writing as well as verbally in a combination of face-to-face meetings and conference calls with the Courts' project manager. The status report shall contain project status, schedule, tasks completed for the week, outstanding tasks, tasks scheduled for the coming two weeks, issues, delays, potential risks. The Contractor shall be responsible for capturing and reviewing the minutes of calls with the Courts within one business-day of the meeting/call.

C.1.6.17 The Contractor shall conduct a project initiation with the Courts' project team. The objective of this is to clearly outline the steps, personnel, deliverables, and expectations of the project as defined in the Statement of Work. In the event of a critical issue during project execution the Contractor agrees to work with the Courts' project manager. All contract "change" issues as it relates to the services provided in this project shall follow the Courts' change management process.

C.1.6.18 The Contractor shall define an effective approach for ensuring that the project goals and objectives are met and, at a minimum, will address the following areas:

- Managing the project schedule. This includes identifying assigned parties and anticipated start and completion dates. The schedule must be baselined for future reference of planned vs. actuals. The Contractor shall update the project schedule on a weekly basis.
- Managing the project communications. This includes identifying methods of communications, delivery and response guidelines, escalations, and points of contact for project authorities.
- Managing project quality and risk. This includes identifying the Contractors' metrics for providing quality service and deliverables as well as identifying an approach to address project risks.

## C.2 Deliverables

C.2.1 The table below depicts deliverables based on milestones for this project.

Deliverable ID	Project Phase	Milestone	Deliverable Description
D001	Initiate	<b>MS 001</b>	Kick-Off meeting presentation and recording
D002	Plan	<b>MS 001</b>	Solution Design Requirements
D003	Execute	<b>MS 002</b>	Sprint Review Session
D004	Execute	<b>MS 002</b>	Recording of the Sprint Review
D005	Execute	<b>MS 003</b>	Sprint Review Session
D006	Execute	<b>MS 003</b>	Recording of the Sprint Review
D007	Execute	<b>MS 004</b>	Sprint Review Session
D008	Execute	<b>MS 004</b>	Recording of the Sprint Review
D009	Validation	<b>MS 005</b>	Modifications to configurations based on test results and agreed specifications
D010	Validation	<b>MS 006</b>	Training and Documentation
D011	Closing	<b>MS 007</b>	Pre- and Post- Go-Live Support
D012	Closing	<b>MS 007</b>	Project Closeout Meeting and Project Close Out Report
D013	SNSA	<b>MS 008</b>	ServiceNow System Administration (SNSA) Kick-Off meeting presentation and recording

## C.3 Schedule

**C.3.1** The Contractor shall complete all milestone deliverables stated in Section C.2 within one (1) year of the date of award. The date of award shall be the date the Contracting Officer signs the contract document or issues a notice to proceed (NTP).

## C.4 Terms of Payment

C.4.1 This is a firm-fixed price contract.

<b>Milestone #</b>	<b>Deliverable</b>	<b>% of Payment</b>	<b>Comments</b>
001	<b>Initiate and Planning</b>	31%	Project Kickoff and ServiceNow Design
002	<b>Execution</b>	15%	Configuration/Sprint 01
003	<b>Execution</b>	15%	Configuration/Sprint 02
004	<b>Execution</b>	15%	Configuration/Sprint 03
005	<b>Validation</b>	6%	Testing / UAT
006	<b>Validation</b>	6%	Training and Documentation
007	<b>Closing</b>	5%	Pre and Post Go-Live / Project Closeout
008	<b>SNSA</b>	7%	ServiceNow System Administration

**PART 1**

**SECTION D - PACKAGING AND MARKING**

**(NOT APPLICABLE TO THIS SOLICITATION)**

## SECTION E - INSPECTION AND ACCEPTANCE

### **E.1 Inspection of Services**

- (a) “Services” as used in this clause includes (1) project management; (2) documentation development; (3) system design and development; and (4) the training of Courts power users and end users.
- (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 and test all 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.
- (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 term of the contract for the licenses shall be thirty-six (36) months from the date of award of the contract. The date of award shall be the date the Contracting Officer signs the contract document.

F.1.2 The term of the contract for migration shall be twelve (12) months from the date of award of the contract. The date of award shall be the date the Contracting Officer signs the contract document.

### F.2 Deliverables

F.2.1 The table below depicts deliverables based on milestones for this project.

Deliverable ID	Project Phase	Milestone	Deliverable Description
D001	Initiate	<b>MS 001</b>	Kick-Off meeting presentation and recording
D002	Plan	<b>MS 001</b>	Solution Design Requirements
D003	Execute	<b>MS 002</b>	Sprint Review Session
D004	Execute	<b>MS 002</b>	Recording of the Sprint Review
D005	Execute	<b>MS 003</b>	Sprint Review Session
D006	Execute	<b>MS 003</b>	Recording of the Sprint Review
D007	Execute	<b>MS 004</b>	Sprint Review Session
D008	Execute	<b>MS 004</b>	Recording of the Sprint Review
D009	Validation	<b>MS 005</b>	Modifications to configurations based on test results and agreed specifications
D010	Validation	<b>MS 006</b>	Training and Documentation
D011	Closing	<b>MS 007</b>	Pre- and Post- Go-Live Support
D012	Closing	<b>MS 007</b>	Project Closeout Meeting and Project Close Out Report
D013	SNSA	<b>MS 008</b>	ServiceNow System Administration (SNSA) Kick-Off meeting presentation and recording

### F.2.2 Schedule

F.2.2.1 The Contractor shall complete all deliverables within one (1) year of the date of award. The date of award shall be the date the Contracting Officer signs the contract document or issues a notice to proceed (NTP).

### F.3 Terms of Payment

F.3.1 This is a firm-fixed price contract.

<b>Milestone #</b>	<b>Deliverable</b>	<b>% of Payment</b>	<b>Comments</b>
001	<b>Initiate and Planning</b>	31%	Project Kickoff and ServiceNow Design
002	<b>Execution</b>	15%	Configuration/Sprint 01
003	<b>Execution</b>	15%	Configuration/Sprint 02
004	<b>Execution</b>	15%	Configuration/Sprint 03
005	<b>Validation</b>	6%	Testing / UAT
006	<b>Validation</b>	6%	Training and Documentation
007	<b>Closing</b>	5%	Pre and Post Go-Live / Project Closeout
008	<b>SNSA</b>	7%	ServiceNow System Administration

## SECTION G -CONTRACT ADMINISTRATION DATA

### G.1 Payment/Invoices

- G.1.1 The Courts will make invoice payments under the terms and conditions specified in the contract. The Contractor will be compensated upon completion and acceptance of the work as specified in the contract. Payments shall be considered as being made on the day a check is dated or the date of an electronic funds transfer.
- G.1.2 Effective June 8, 2018 all invoices and payment request shall be submitted electronically through the U.S. Department of the Treasury's **Invoice Processing Platform (IPP)** System using the "Bill to Agency" of Interior Business Center-FMD. The IPP website address is <https://www.ipp.gov>. In addition, it is the vendors' (contractors') responsibility to be System for Awards Management (SAM) registered and in IPP. The vendors (contractors) must be SAM registered in order to register in IPP. The SAM website address is <https://www.sam.gov>.
- G.1.3 In order to receive payment, the Contractor must use the IPP website to register, access, and use IPP for submitting all invoice requests for payment(s). Assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email at [IPPCustomerSupport@discal.treasury.gov](mailto:IPPCustomerSupport@discal.treasury.gov) or by phone (866) 973-3131.
- G.1.4 Payment request means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, at a minimum, the Contractors' electronic invoice shall include the following information:
- Name and address of the Contractor,
  - The purchase order number,
  - Invoice date,
  - Invoice number,
  - Name of the Contracting Officer Technical Representative (COTR),
  - COTR email address, and
  - Description, quality, unit of measure, and extended price of the services or supplies actually rendered.
- G.1.5 Once the electronic invoice has been submitted through IPP, no later than 2 business days from the electronic submission, the Contractor must email and/or mail to the COTR a copy of the electronic invoice along with all the required supporting documentation as stated in the contract.
- G.1.6 The Contracting Officer's Technical Representative (COTR) shall review each electronic invoice for certification of receipt of satisfactory services prior to authorization of payment.

**G.2 Final Invoice**

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

G.2.2 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.3 Tax Exempt**

G.3.1 The Courts is exempt from taxation pursuant to D.C. Code 47-2005(1).

**G.4 Prompt Payment Act**

G.4.1 The Courts will pay interest (late charge) on each electronically received and approved invoice pursuant to the Prompt Payment Act, 31 U.S.C. 3901 et seq.

**G.5 Contracting Officer and Contracting Officer Technical Representative(COTR)**

**G.5.1 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:

Geoffrey Mack,  
Acting Contracting Officer  
Administrative Services Division  
District of Columbia Courts  
700 6<sup>th</sup> Street, N.W., Suite 1200  
Washington, D.C. 20001

**G.5.2 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:

Vaidehi Koppolu  
Chief Technology Officer  
Information and Technology Division  
410 E Street, NW  
Suite 2400  
Washington, D.C. 20001

**G.6 Authorized Representative of the Contracting Officer**

G.6.1 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.6.2 **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**

**Not applicable to this solicitation.**

**SECTION I - CONTRACT CLAUSES**

I.1 **Reserved**

I.2 **Restriction on Disclosure and Use of Data:**

Bidders who include in their offers 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 offer.

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 offer and performance of any contract awarded.

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 subcontract 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  
700 6<sup>th</sup> Street, N.W., Suite 1200  
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: Reserve**

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 2023, 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.

**PART III**

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

**Not Applicable to this solicitation.**

## 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 offer, the bidder, if other than an individual who is making an offer 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 offer, the bidder, if an individual who is making an offer 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 Bidder Submission and Identification:**

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

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

*Solicitation Number: DCSC-23-FSS-170*

*Caption: Service Management Solution Software and Migration Services*

*Offer Opening Due: 09/11/2023, 2PM*

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

L.1.3.1 Bidders who include in their offers 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 offer document with the following legend:

L.1.3.1.1 *"This 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 *offer* which the bidder is making subject to this restriction announced on the title page must be noted on the individual pages which contain it. The bidder shall mark each page containing confidential information or data it wishes to restrict with the following text:

L.1.3.2.1 *"Use or disclosure of data contained on this page is subject to the restriction on the title page of this offer".*

L.1.3.3 Note that the District of Columbia Courts shall have the right to duplicate, use, or disclose the data to the extent consistent with the Court's internal needs in the procurement process. The Courts may, without permission of the bidder, use, without restriction, information contained in this *offer* package if it is obtained from another source.

**L.1.4 Bids shall be delivered to the following:**

Darryl.Allen@dccsystem.gov

**L.2 RESERVED**

**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 is the only bid/offer received.

L.3.2 A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

L.3.3 A late modification of a successful offer which makes its terms more favorable to the Courts shall be considered at any time it is received and may be accepted.

L.3.4 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 offers resulting from this solicitation.

**L.4 Questions:**

L.4.1 Questions concerning this Invitation for Bid for offers must be directed in writing by September 4, 2023, 10AM to:

Darryl Allen, Contract Specialist  
Procurement and Contracts Branch  
Administrative Services Division  
District of Columbia Courts  
Via email: Darryl.Allen@dccsystem.gov

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

**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 10:00a.m.**

September 4, 2023. 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 offers 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 IFB:**

L.6.1 The terms and conditions of this IFB may only be modified by written addenda issued by the Contracting Officer, any oral representations to the contrary notwithstanding.

**L.7 Method of Award:**

L.7.1 The Courts reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the Courts.

L.7.2 The Courts intend to award a single contract resulting from this solicitation to the qualified, lowest responsive and responsible bidder who has the lowest bid/offer 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 Offer**

L.9.1 Offers 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 Reserve**

**L.11 Retention of Bids/Offers**

L.11.1 All offer 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 offer 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 offer 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 offer is proprietary will have no effect whatsoever.

**L.13 Examination of Solicitation:**

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

**L.14 Acknowledgment of Amendments:**

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

**L.15 Right to Reject Offers:**

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

**L.16 Offer Preparation Costs**

L.16.1 Each bidder shall bear all costs it incurs in providing responses to this IFB 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.

**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 IFB.

L.17.2 If the bidder's offer 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 IFB.

**L.18 Contract Type:**

L.18.1 This is a Firm-Fixed Price contract.

**L.19 Failure to Respond to Solicitation:**

L.19.1 In the event that a prospective bidder does not submit a bid in response to the solicitation, the prospective bidder should advise the Contracting Officer by letter or postcard whether the prospective bidder wants any future solicitations for similar requirements. If the prospective bidder does not submit an offer for three successive offer 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 Offers and Certifications:**

L.20.1 Each bidder must provide 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 offer or resulting contract will be mailed to the address shown above on the offer in the absence of written instructions from the bidder or contractor to the contrary. Any offer submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any offer 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 an offer, 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 offer being rejected.

**L.21 Errors in Offers:**

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 Acceptance Period.

L.22.1 The bidder agrees, to keep its bid open for sixty (60) days from the date specified in this solicitation for the submission of bids.

## SECTION M - EVALUATION FACTORS FOR AWARD

### **M. Evaluation Factors for Award**

M.1 The Courts contemplates award a single firm-fixed contract as a result of this solicitation to the responsive and responsible bidder who has the lowest bid and meets all the requirement set forth in this solicitation.

### **M.2 Prospective Contractor's Responsibility.**

M.2.1 In order to receive an award under this RFP, 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:

M.2.1.1 Financial resources adequate to perform the contract, or the ability to obtain them;

M.2.1.2 Ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;

M.2.1.3 A satisfactory record of performance;

M.2.1.4 The necessary organization, experience, accounting and operational control, and technical skills, or the ability to obtain them;

M.2.1.5 Compliance with the applicable District licensing, tax laws, and regulations;

M.2.1.6 The necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and