

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

ISSUED BY: DISTRICT OF COLUMBIA COURTS
ADMINISTRATIVE SERVICES DIVISION
PROCUREMENT AND CONTRACTS BRANCH
616 H STREET, N.W., ROOM 622
WASHINGTON, D.C. 20001

DATE ISSUED: 8/12/2024

IFB NUMBER: DCSC-24-IFB-287

CLOSING DATE: 8/26/2024
CLOSING TIME: 2:00PM

Description: Purchase of NetApp Refresh Storage and Manage Services

MARKET TYPE: Open Market

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OFFER (TO BE COMPLETED BY OFFEROR) Note: In sealed bid solicitations “Offer” and Offeror” mean Bid” and Bidder.”

The undersigned offers and agrees that, with respect to all terms and conditions accepted by the Courts under “AWARD” below, this offer and the provisions of the RFP/IFB will constitute a Formal Contract.

<p style="text-align: center;">OFFEROR</p> <p>Name:</p> <p>Street:</p> <p>City, State:</p> <p>Zip Code:</p> <p>Area Code & Telephone Number:</p>	Name and title of Person Authorized to Sign Offer: (Type or Print)	
	Signature (Seal)	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:	

BY: _____	DISTRICT OF COLUMBIA COURTS
CONTRACT PERIOD: _____	CONTRACTING OFFICER
_____	AWARD DATE

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

The prospective Offerors shall submit questions no later than 12 noon on Monday, August 19, 2024. The Courts will not consider any questions received after 12 noon on Monday, August 19, 2024. Written questions and inquiries should be submitted by email to Darryl Allen, Senior Contract Specialist at Darryl.Allen@dccsystem.gov.

The Courts will post all amendments and responses to offerors questions in the DC Courts website at <https://www.dccourts.gov/about/procurement-contracts-branch>. Oral explanations or instructions given by Courts Officials before the award of the contract will not be binding.

This solicitation is an Open Market procurement.

REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS

1. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

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

2. WALSH-HEALY ACT

If your bid is \$10,000 or more, the following information **MUST** be furnished:

- (a) Regular Dealer

- () The Bidder is a Regular Dealer pursuant to **Clause 28 of the District of Columbia Courts General Contract Provisions.**
 - () The Bidder is not a Regular Dealer pursuant to **Clause 28 of the District of Columbia Courts General Contract Provisions.**
- (b) Manufacturer
- () The Bidder is a Manufacturer pursuant to **Clause 28 of the District of Columbia Courts General Contract Provisions.**
 - () The Bidder is not a Manufacturer pursuant to **Clause 28 of the District of Columbia Courts General Contract Provisions.**

3. BUY AMERICAN CERTIFICATION

The Bidder hereby certifies that each end product, except the end products listed below, is a domestic end product (**as defined in Clause 28 of the District of Columbia Courts General Contract Provisions**), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

EXCLUDED END PRODUCTS	COUNTRY OR ORIGIN
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4. OFFICERS NOT TO BENEFIT CERTIFICATION

Each Bidder shall check one of the following:

- ___ (a) No person listed in **Clause 21 of the District of Columbia Courts General Contract Provisions** will benefit from this contract.
- ___ (b) The following person(s) listed in **Clause 21 of the District of Columbia Courts General Contract Provisions** may benefit from this contract. For each person listed, attach the affidavit required by Clause 21 of the District of Columbia Courts General Contract Provisions **of the District of Columbia Standard Contract Provisions.**

5. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- (a) Each signature on the bid is considered to be a certification by the signatory that:
 - (1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any bidder or competitor relating to (i) those prices, (ii)

the intention to submit a bid, or (iii) the methods or factors used to calculate the prices bid;

- (2) The prices in this bid have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other bidder or competitor before bid opening unless otherwise required by law; and
- (3) No attempt has been made or will be made by the Bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory;

- (1) Is the person in the Bidder's organization responsible for determining the prices being offered in this bid, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above; or

- (2)
 - (i) Has been authorized, in writing, to act as agent for the following principles in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above:

(insert full name or person(s) in the organization responsible for determining the prices offered in this bid and the title of his or her position in the Bidder's organization);

- (ii) As an authorized agent, does certify that the principals named in subdivision (b) (2) (1) above have not participated, and will not participate, in any action contrary to subparagraphs (a) (i) through (a) (3) above; and

- (iii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.

(c) If Bidder deleted or modifies subparagraph (a) (2) above, the Bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

6. TYPE OF BUSINESS ORGANIZATION

Bidder operated as () an individual, () a partnership, () a nonprofit organization, () a corporation, incorporated under the laws of the State of _____.

() a joint venture, () other.

7. PAYMENT IDENTIFICATION NO.

The District of Columbia Courts utilizes an automated vendor database. The system is the Data-Universal-Numbering-System (D-U-N-S) which is a numbering system designed and maintained by the Dun & Bradstreet Corporation. All firms are required to submit their D-U-N-S number as part of their bids. To determine if you have a valid D-U-N-S number, please contact the closest Dun & Bradstreet Office. If a number has not been previously assigned to your firm, you must get one assigned. There is no charge to have a number assigned nor does Dun & Bradstreet require you to provide credit rating information in order to receive a D-U-N-S number.

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

Please list below applicable vendor information:

D-U-N-S Number: _____

Or

Social Security Number: _____

Federal Tax Identification Number: _____

Legal Name of Entity Assigned this Number: _____

Street Address and/or Mailing Address: _____

City, State, and Zip Code: _____

Type of Business: _____

Telephone Number: _____

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

PART I

SECTION B - SUPPLIES OR SERVICES AND PRICE/COST

B.1 The District of Columbia Courts is seeking a qualified contractor to provide various NEW Net App Storage Devices and Manage Services to be utilized throughout the DC Courts Information and Technology Division. The Court intends to award a contract as a result of this solicitation on a firm-fixed basis to the responsive and responsible bidder who has the lowest bid.

B.2 The Courts are looking for a lease-to-own option for a five (5) year term. As part of this solicitation, the Courts are also seeking professional services to install and configure the new hardware, software, migrating the existing Courts’ mission-critical data from the old equipment for both Superior Courts and Court of Appeals to the new equipment (Appendix A – Attachment J.8 – Bill of Materials), training, knowledge transfer, as well as providing vendor managed services going forward.

B.3 LEASE PRICE SCHEDULE INSTALLMENT

Contract Line Item No. (CLIN)	Description	Total Price
0001	Lease Year One	\$ _____
0002	Lease Year Two	\$ _____
0003	Lease Year Three	\$ _____
0004	Lease Year Four	\$ _____
0005	Lease Year Five	\$ _____
	Total Five (5) Year Lease Cost/Price	\$ _____
	Lease -to- Own Cost/Price	\$ _____

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK

C.1.1 Refresh existing NetApp gear with new AFF A800 and C400 for the Courts data Centers as follows:

- Physically install new NetApp AFF A800 into The Courts's HQ and C400 for DR data center and assist Customer in running host connectivity cabling as necessary.
- Perform migration of storage and services from existing cluster nodes to new NetApp for all HQ, DR and Court of Appeals
- Decommission legacy nodes and sanitize old drives

C.1.2 The vendor shall deliver all hardware, software, licensing items listed on Appendix A – Attachment J.9: Bill of Materials (BOM) within thirty (30) days from the date of award.

C.1.3 The vendor shall provide professional services to install, configure, test the new equipment, as well as to migrate the Courts' mission-critical business applications to the new equipment for both Superior Court and Court of Appeals. This is also called a successfully go-live.

C.1.4 The vendor shall be NetApp Prestige partner and NetApp Partner Lifecycle Certified

C.1.5 The vendor shall provide managed services to the items below:

- Controllers/Storage Processors including I/O cards, fans, and power supplies
- Shelves including I/O modules, fans, and power supplies
- Drives
- 2 Clusters
- 2 Controllers
- Up to 475 volumes
- Up to 300 LUNs

C.1.6 At the minimum, Managed Services shall meet the following requirements –

- Proactively manage contracted assets 24x7x365
- Provide support 24/7/365
- Have all U.S. based Customer Support Centers
- All support employees are required to do annual CJIS security awareness training.

- SSAE SOC I, Type 2
- Use enterprise class monitoring tools with device visibility including performance, security and health insights in a single pane of glass
- Provide a portal for visibility, ticket tracking and overall health scores for assets under management.
- Customer Support Manager to monitor system health, manage support cases, and provide proactive planning
- Regular cadence meetings
- Service Business and Planning Reviews
- Cross Platform trained engineers in adjacent technologies like Cisco, Microsoft and backup solutions

C.1.7 The Vendor shall provide the Courts with a Service Level Agreement (SLA) that at the minimum includes:

NOTIFICATION

SLA is measured from the time an event is generated, to the time that it takes to notify the customer. The method of Notification shall meet, at the minimum, the following requirements

- Critical – within fifteen (15) Minutes
- High – within twenty (20) Minutes
- Medium – within forty (40) Minutes
- Low – within sixty (60) Minutes

ISOLATION

The Isolation SLA is measured from the time the Customer is notified of an event to the time the cause of the event is identified.

- Critical – within 2 HOURS
- High – within 3 HOURS
- Medium – within 4 hours
- Low – within 8 hours

C.2.8 The vendor shall provide the Courts with NetApp professional training not less than four (4) weeks (see Appendix A – Attachment J.9 – Bill of Materials) for manufacture SKU.

C.1.8 The vendor shall decommission all the old equipment.

PART 1

SECTION D - PACKAGING AND MARKING

(Not applicable to this solicitation)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION OF SUPPLIE'S

Inspection Of Supplies

- (a) "Supplies," as used in this clause, includes, but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.
- (b) The Contractor shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notification of rejection. Upon the Contractor's failure to cure within ten (10) days after date of notification, the Court may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense.
- (c) The Contractor shall provide and maintain an inspection system acceptable to the Court covering supplies under this contract and shall tender to the Court for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Court during contract performance and for as long afterwards as the contract requires. The Court may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under this contract.
- (d) The Court has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Court will perform inspections and tests in a manner that will not unduly delay the work. The Court assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in the contract.
- (e) If the Court performs inspection or test on the premises of the Contractor or subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities, and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Court will bear the expense of Court inspections or tests made at other than Contractor's or subcontractor's premises, provided, that in case of rejection, the Court will not be liable for any reduction in the value of inspection or test samples.

- (1) When supplies are not ready at the time specified by the Contractor for inspection or

test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes re-inspection or retest necessary.

(f) The Court has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or otherwise not in conformity with contract requirements. The Court may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and when required, shall disclose the corrective action taken.

(h) If the Contractor fails to remove, replace, or correct rejected supplies that are required to be replaced or corrected within ten (10) days, the Court may either (1) by contract or otherwise, remove, replace or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i) If this contract provides for the performance of Court quality assurance at source, and if requested by the Court, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract, and (ii) when the supplies will be ready for Court inspection.

(j) The Court request shall specify the period and method of the advance notification and the Court representative to whom it shall be furnished. Requests shall not require more than two business days of advance notification if the Court representative is in residence in the Contractor's plant, nor more than seven business days in other instances.

(k) The Court will accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Court failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability upon the Court, for non-conforming supplies.

(l) Inspections and tests by the Court do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(m) If acceptance is not conclusive for any of the reasons in subparagraph (l) hereof, the Court, in addition to any other rights and remedies provided by law, or under provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or noncompliance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Court will have the right to return the rejected materials at Contractor's risk and expense or contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Court thereby.

E.2 Inspection of Services

(a) "Services" as used in this clause includes services performed, workmanship, and

material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain documentation of all services provided under this contract. Complete records of all services performed by the Contractor shall be maintained and made available to the Courts during contract performance and for as long afterwards as the contract requires.

(c) The Courts have the right to review all services called for by the contract to the extent practicable during the term of the contract.

(d) If any of the services do not conform to the contract requirements, the Courts may require the Contractor to perform these services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by performance, the Courts may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect value of services performed.

(e) If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity to contract requirements, the Courts may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by the Courts that is directly related to the performance of such services, or (2) terminate the contract for default.

SECTION F - DELIVERIES AND PERFORMANCE

F.1 Term of Contract:

F.1.1 The term of the contract shall be for five (5) years from the date of award. The date of award shall be the date the Contracting Officer signs the contract document.

F.1.2 Commencement of Work:

The work shall commence on the date of award.

F.2 Deliverables

F.2.1 All hardware, software, license maintenance and support items listed on Appendix A – Bill of Materials shall be delivered within thirty (30) days from day of award.

F.2.3 Managed Services shall be delivered throughout the five (5) year contract during the lease to buy period.

F.3 Delivery Location

The items shall be delivered to the designated area affixed to Building C data center and our disaster recover site in Germantown, Maryland.

Headquarter Data Center (Building C)

410 E St. N.W. Suite 3900
Washington DC, 20001
Telephone Number: 202-497-1221

Disaster Recovery Site Data Center

Telephone Number: 202-497-1221
ATTN: Sam Salama (DC Courts)
20441 Century Blvd
Germantown, MD 20874

All deployment services are to be rendered on-site in the area affixed to Building C data center and the disaster recovery data center (or an alternative, previously agreed upon location within Judiciary Square campus boundaries), unless otherwise approved, in writing, by Contracting Officer's Technical Representative (COTR) or COTR's designated personnel.

SECTION G -CONTRACT ADMINISTRATION DATA

G.1 PAYMENT/INVOICES

The Courts will make invoice payments for items accepted by the Courts that have been delivered to the delivery destinations set forth in this 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.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@discal.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.

G.2.4 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.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 received and approved invoice pursuant to the Prompt Payment Act, 31 U.S.C. 3901 et seq.

G..6 PAYMENT

G.6.1 Payments will be made and disbursed upon acceptance of deliverables.

Item #	Deliverable	Qty.	% of Payment	Comments
1	NetApp hardware and software listed in Attachment A	1		Upon complete/accurate delivery of all hardware, and necessary software to the COTR or COTR's designated personnel (written COTR designation is required) and their written acknowledgement.
2	Professional services, managed services, and training	1		Upon successful completion of the implementation and migration and the delivery of the training vouchers.

G. 6.2 The Courts' obligation for performance of this contract beyond September 30, 2024 is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Courts for any payment may arise for performance of this contract beyond September 30, 2024, until funds are made available to the Courts' Contracting Officer for contract performance and until the Contractor receives notice of availability from the Court' Contracting Officer.

G.7 **Audits:**

G.7.1 At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor's invoices or vouchers and statements of costs audited. Any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the Courts and a discrepancy of overpayment is found, the Courts will be reimbursed for said overpayment within thirty (30) days after written notification.

G.8 **Contracting Officer and Contract Administrator**

G.8.1 **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, Contracting Officer
Administrative Services Division
District of Columbia Courts
700 6th Street, N.W., Suite 1200
Washington, D.C. 20001

G.8.2 **Contract Administrator:** The Contract Administrator (CA) 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 Contract Administrator shall be:

Mr. Sam Salama
Server and Storage Branch Manager
Information & Technology Division
410 E St. N.W., Suite 3900
Washington, D.C. 20001
Samer.Salama@dcsc.gov

G.9 **Authorized Representative of the Contracting Officer**

G.9.1 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.9.2 **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)

PART II

SECTION I - CONTRACT CLAUSES

I.1 Restriction On Disclosure and Use of Data

Offerors who include in their bids/proposals 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 proposal.

I.2 Disputes

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

I.3 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.4 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.5 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. Notwithstanding any such subcontractor approved by the Court, the Contractor shall remain liable to the Courts for all contractors' work and services required hereunder.

I.6 Protest

I.6.1 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 Director of the Administrative Services Division at:

I.6.1.1 Administrative Services Division
District of Columbia Courts
700 6th Street, N.W.,
Washington, D.C. 20001

I.6.2 A protest shall include the following:

I.6.2.1 Name, address and telephone number of the protester;

I.6.2.2 solicitation or contract number;

I.6.2.3 Detailed statement of the legal and factual grounds for the protest, including copies of relevant documents;

I.6.2.4 Request for a ruling by the Director of the Administrative Services Division; and

I.6.2.5 Statement as to the form of relief requested.

I.7 **Cancellation Ceiling**

I.7.1 In the event of cancellation of the contract because of nonappropriation for any fiscal year after fiscal year (2024), there shall be a cancellation ceiling of zero dollars representing reasonable preproduction and nonrecurring costs, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

I.8 **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.9 **Insurance:**

I.9.1 Prior to execution of the contract, the Contractor shall obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the insurance specified below with an insurance company licensed or qualified to do business with the District of Columbia Courts. **All insurance**

shall set forth the District of Columbia Courts as an additional insured. The policies of insurance shall provide for at least thirty (30) day written notice to the District of Columbia Courts prior to their termination or material alteration. The Contractor must submit to the Contracting Officer a certificate of insurance as evidence of compliance within ten (10) calendar days after request.

- I.9.2 Comprehensive General Liability: Insurance against liability for bodily injury insurance coverage in the amount of at least five hundred thousand dollar (\$500,000) per occurrence.
- I.9.3 Workers' Compensation: The Contractor shall carry Workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this agreement and the Contractor agrees to comply at all times with the provisions of the Workers compensation laws of the District.
- I.9.4 Comprehensive Automobile Liability Insurance (applicable to owned, non-owned and hired vehicles): The Contractor shall carry comprehensive automobile liability insurance applicable to owned, non-owned, and hired vehicles against liability for bodily injury and property damage in an amount not less than that required by law of the District's Compulsory/No-Fault Vehicle Insurance Act of 1982, as amended. Coverage shall be at east \$200,000.00 per person, \$500,000.00 per occurrence for bodily injury and \$20,000.00 per occurrence for property damage.

PART III

LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

- J.1 District of Columbia Courts General Provisions For Use With Courts' Supply and Services Contracts (Revised May 2017)**
- J.2 Anti-Collusion Statement**
- J.3 Ethics in Public Contracting**
- J.4 Non-Discrimination**
- J.5 Certification of Eligibility**
- J.6 Tax Certification Affidavit**
- J.7 Certification Regarding a Drug-Free Workplace**
- J.8 Appendix A – Bill of Materials**

PART IV

REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

K.1 Certification Regarding a Drug-Free Workplace

K.1.1 Definitions. As used in this provision:

K.1.1.1 "Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C.) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

K.1.1.2 "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

K.1.1.3 "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

K.1.1.4 "Drug-free workplace" means the site (s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

K.1.1.5 "Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct costs employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

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

K.1.2 By submission of its bid, the bidder, if other than an individual who is making a bid that equals or exceeds \$25,000.00, certifies and agrees, that with respect to all employees of the bidder to be employed under a contract resulting from this solicitation, it will - no later than 30 calendar days after contract award

(unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration: or as soon as possible for contract of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed -

K.1.2.1 Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

K.1.2.2 Establish an ongoing drug-free awareness program to inform such employees about -

- (i) The dangers of drug abuse in the workplace;
- (ii) The Contractor's policy of maintaining a drug-free workplace;
- (iii) Any available drug counseling, rehabilitation, and employee assistance program; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

K.1.2.3 Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph K.1.2.1 of this provision;

K.1.2.4 Notify such employees in writing in the statement required by subparagraph K.1.2.1 of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will -

- (i) Abide by the terms of the statement; and
- (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;

K.1.2.5 Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision K.1.2.2 (ii - of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

K.1.2.6 The notice shall include the position title of the employee; and

K.1.2.7 Within 30 calendar days after receiving notice under subdivision K.1.2.4 (ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Take appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

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

K.1.3 By submission of its bid, the bidder, if an individual who is making a bid of any dollar value, certifies and agrees that the bidder will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

K.1.4 Failure of the bidder to provide the certification required by paragraphs K.1.2 or K.1.3 of this provision, renders the bidder unqualified and ineligible for award. (See FAR 9.104-1(g) and 19-602-1(A)(2) (I) and (II).

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

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

Print Name of Authorized
Representative

Title

Signature of Authorized
Representative

PART IV

REPRESENTATIONS AND INSTRUCTIONS

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

- L.1** Prospective contractors shall submit bids **by email** including any software license agreement to Darryl Allen, Senior Contract Specialist, at Darryl.Allen@dccsystem.gov by 2:00 P.M., EST on August 26, 2024.

PART V

Section M – EVALUATION FACTORS FOR AWARD

- M.1 The Courts contemplates award a firm-fixed-price contract as a result of this solicitation to the responsive and responsible bidder who has the lowest priced bid.
- 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
 - M.2.1.7 Other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- M.2.2 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 offeror to comply with a request for information may subject the offeror'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 nonresponsibility based on available information. If the available information is insufficient to make a determination of nonresponsibility, the Court's Contracting Officer shall determine the offeror to be nonresponsible.

