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

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

DATE ISSUED: June 17, 2021 __

OPENING DATE: _____
OPENING TIME: _____

SOLICITATION NUMBER: DCSC-21-FSS-87

CLOSING DATE: July 7, 2021
CLOSING, TIME: 1:00 P.M.

OFFER/BID FOR: Security Information Solution and Event Management (SIEM)

MARKET TYPE: Restricted to GSA SCHEDULE VENDORS

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

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

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

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

CONTRACT NO._____ AWARD AMOUNT $_____

ACCEPTED AS TO THE FOLLOWING ITEMS:

_____

DISTRICT OF COLUMBIA COURTS

BY:_____
CONTRACTING OFFICER

CONTRACT PERIOD: _____ _____
AWARD DATE

All written communications regarding this solicitation should be addressed to the Contracting Officer and should be directed by e-mail to Reginald Ramdat, Contract Specialist at reginald.ramdat@dccsystem.gov

This solicitation is a **GSA Schedule** procurement.

REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS

1. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

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

2. 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 Offeror 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 in the offer;

(2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before offer opening unless otherwise required by law; and

(3) No attempt has been made or will be made by the Offeror 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 Offeror'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:

_____

(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 Offeror'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) (1) 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 Offeror deletes or modifies subparagraph (a) (2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

3. TYPE OF BUSINESS ORGANIZATION

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

4. PAYMENT IDENTIFICATION NO.

Please list below applicable vendor information:

Federal Tax I.D. Number: _____
Or
Social Security Number: _____

DUNS 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 FEDERAL TAX IDENTIFICATION NUMBER OR SOCIAL SECURITY 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 a Managed Security Information and Event Management (SIEM) solution to offer centralized logging, anomaly detection, and advanced analytics for applications utilized by the courts. Currently, the Courts do not have an incumbent offering these services. As part of this solicitation, the Courts are seeking a partner to manage all aspects of a security monitoring program, inclusive of threat detection, remediation assistance, insight into threats affecting our environment via dashboards/reports, service level identification, tracking and enforcement. The Courts intend to award a firm-fixed-price contract as a result of this solicitation.

B.2 The offeror shall submit a price for the base year and each option year for the services specified below and in accordance with Section C, Scope of Work, of this Request for Proposals (RFP).

B.3 BASE YEAR PRICE SCHEDULE

Contract Line Item No. (CLIN)	Description	Total Price
0001	Annual SIEM software subscription and support cost (inclusive of hosting costs) **(See also L.3.2.7)**	**$**_____
0002	Professional services (Implementation/Onboarding) **(See also L.3.2.7)**	**$**_____
0003	Other anticipated one-time costs, including hardware and software **(See also L.3.2.7)**	**$**_____
0004	Other anticipated annual recurring costs **(See also L.3.2.7)**	**$**_____
	TOTAL PRICE	**$**_____

B.4 OPTION YEAR ONE PRICE SCHEDULE

Contract Line Item No. (CLIN)	Description	Total Price
0001	Annual SIEM software subscription and support cost (inclusive of hosting costs) **(See also L.3.2.7)**	**$_____**
0002	Other anticipated annual recurring costs **(See also L.3.2.7)**	**$_____**
	TOTAL PRICE	**$_____**

B.5 OPTION YEAR TWO PRICE SCHEDULE

Contract Line Item No. (CLIN)	Description	Total Price
0001	Annual SIEM software subscription and support cost (inclusive of hosting costs) **(See also L.3.2.7)**	**$_____**
0002	Other anticipated annual recurring costs **(See also L.3.2.7)**	**$_____**
	TOTAL PRICE	**$_____**

B.6 OPTION YEAR THREE PRICE SCHEDULE

Contract Line Item No. (CLIN)	Description	Total Price
0001	Annual SIEM software subscription and support cost (inclusive of hosting costs) **(See also L.3.2.7)**	**$_____**
0002	Other anticipated annual recurring costs **(See also L.3.2.7)**	**$_____**
	TOTAL PRICE	**$_____**

B.7 OPTION YEAR FOUR PRICE SCHEDULE

Contract Line Item No. (CLIN)	Description	Total Price
0001	Annual SIEM software subscription and support cost (inclusive of hosting costs) **(See also L.3.2.7)**	**$_____**
0002	Other anticipated annual recurring costs **(See also L.3.2.7)**	**$_____**
	TOTAL PRICE	**$_____**

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 PURPOSE

The District of Columbia Courts (the Courts) is seeking to procure a Managed SIEM solution to provide the following benefits: Centralized logging, increased accessibility, automated incident response, flexibility, scalability, and integrability. The scope of the new solutions includes the connecting a predefined amount of critical applications to the solution, configuring alerting, configuring automated response, configuring anomaly detection, and configuration of a central repository for logs. The Courts also seek professional services to implement and onboard the solution. Including but not limited to: disaster recovery & business continuity recommendations, training, and on-going support. The Courts is **not** seeking to procure a penetration solution or cybersecurity assessment services.

C.2 BACKGROUND

The Courts, consisting of District of Columbia Court of Appeals, District of Columbia Superior Court, and their business support unit – the Court System, is the judicial branch of the District of Columbia government. The Courts have over 1500 employees, and its mission is to protect rights and liberties, uphold and interpret the law, and resolve disputes peacefully, fairly, and effectively in the Nation's Capital. The Courts' mission and its operations rely heavily on information technology, and the organization's dependence on technology will increase with the adoption of additional services and technologies in the future.

A. Technical Environment

The following table provides an overview of the DCC's enterprise level technical environment. Please note this overview is not an exhaustive list, as standalone spreadsheets and databases also exist at the division/operational level.

DCC's Technical Environment	
Server/Storage Platforms	HP blade servers, NetApp storage (NAS and SAN)
End User Platforms	Dell Workstations, peripherals, VDIs
Ticketing System	Cherwell, Bomgar
Cloud Platform	Microsoft Azure FedRAMP Government
Operating Systems	Server – Windows 2016 Standard and Data Center Edition Client – Windows 10
Networks	TCP/IP, CISCO routers and switches
Internet Browsers/Version	Explorer 11; Chrome 57; Firefox 52
Authentication	Active Directory Federation Services
Development Environment	J2EE, Oracle Apex

Databases	Oracle 12c, MS-SQL 2008, 2012
Data Warehousing and Business Intelligence	Oracle OBIEE 11g, 12c, Oracle ODI 12c
Application Server	Oracle SOA 12c, Oracle Web Logic
Applications	Tyler Odyssey Case Management System, Oracle Business Intelligence, Web Interpreter & Translation System, Budget and Finance MIP system, Access Control System, Avaya Interactive Voice System, Office2016, Microsoft 365, Bank/Debit Card system
Security	Network Access control, CISCO Next Generation Firewall;

The main DCC campus is comprised of 6 separate buildings that are connected by 1GB fiber optic. In addition to these buildings there are 7 satellite field units located throughout the city that are connected to the DCC's local area network (LAN) via 100MB TLS. WIFI capability is offered in all locations throughout the campus buildings. Additional network information for this solicitation can be provided if requested.

The Information Technology Division (IT Division), a branch within the Court System, is comprised of the Office of the Chief Information Officer (OCIO), Program Management Office (PMO), IT Service Desk, Customer Services Branch, Business Analysis Branch, Server Storage Branch, Network Telecom Branch, Production Support Branch, Applications Development Branch, Central Recording Branch, Courtroom Technology Branch and Information Security Branch.

C.2.1 The Courts' Judiciary Square campus is comprised of six (6) buildings:

1. 500 Indiana Avenue N.W. (known as the Moultrie Courthouse),
2. 515 5th St. N.W. (known as Building A),
3. 510 4th St. N.W. (known as Building B),
4. 410 E St. N.W. (known as Building C),
5. 430 E St. N.W. (known as the Historical Courthouse building D),
6. 616 H St. N.W. (known as Offices in Gallery Place)

C.2.2 The Courts' Information Technology Division (IT) and the Courts' enterprise data center are centralized in Building C with local presence in other buildings.

C.2.3 The Courts **does not** currently utilize an Identity & Access Management (IAM), Governance, Risk, and Compliance (GRC), or SIEM solutions. A SIEM tool is sought after for the collection and aggregation of data generated from enterprise applications and infrastructure. The software will then identify and categorize events and provide additional reporting where necessary. Alerting will be required to ensure the anomalous behavior is detected and investigated.

C.3 **SCOPE OF WORK**

C.3.1 The Vendor shall provide managed SIEM services capable of delivering the following functionality depicted on Appendix A, SIEM Requirements. The vendor shall deliver all software and hardware, if required.

C.3.2 The Vendor shall designate a Service Delivery Manager, or equivalent, who will be the Courts main day to day contact and provide regular updates on threats affecting our environment, escalations, as well as routine governance meetings.

C.3.3 The vendor shall provide the Courts with all licenses, maintenance, and support contract information for all software and hardware, if necessary.

C.3.4 The Vendor shall assess current environment and develop Service Level Agreements (SLA)s.

C.3.5 The Vendor shall install, configure, and manage the SIEM solution in a FedRAMP certified government cloud and ensure no data from your SIEM solution will leave your cloud footprint. Vendor can show they are currently in the FedRAMP accreditation process.

C.3.6 The vendor shall setup, configure, and enable proper alerts and notifications as well as provide the Courts with any portal access required to retrieve reports, alerts and provide training to said portal.

C.3.7 The vendor shall setup, configure, and enable proper alerts and notifications as well as provide the Courts with any portal access required to retrieve reports, alerts and provide training to said portal.

C.3.8 The vendor may use sampling for configuration review based on number and function of the system (Web server, file server, app server, database, firewall (int/ext), VPN, Load Balancer, etc.). If it has no negative impact to operations and helps to configure SIEM for best results.

C.3.9 The Vendor will provide response and remediation to Critical, High, Medium Security events; not related to enterprise system patching. The Courts will do all patching except for the Vendor SIEM solution and equipment. The Vendor will forward low events to the Courts' Chief Information Security Officer (CISO) for resolution upon discovery. All remediation can only occur after notifying the CISO and Chief Information Officer (CIO). The Vendor will have a rollback plan for any remediation that are done. The Vendor will provide documentation on remediated events.

C.3.10 The vendor shall provide monitoring of the SIEM alerts 24x7x365. When alerts occur

that require additional follow-up, the vendor shall provide access to digital forensics and incident response personnel to assist with the investigation.

C.3.11 The vendor shall be able to provide the necessary triage and recovery services required to return to normal course of action following an incident.

C.3.12 The vendor shall propose a solution that will be implemented with minimal to no client-side/enterprise changes.

C.3.13 The Vendor shall provide seven user-level accounts and three administrator-level accounts to access the SIEM dashboard/interface.

PART 1

SECTION D - PACKAGING AND MARKING

This section is not applicable to this solicitation.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION OF SERVICES

E.1.1 DEFINITIONS: "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

E.1.2 The Contractor shall provide and maintain an inspection system acceptable to the District of Columbia Courts covering the services furnished under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Courts during contract performance and for as long as the contract requires.

E.1.3 The Courts have the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Courts shall perform inspections and test in a manner that will not unduly delay the work.

E.1.4 If the Courts perform inspections or test on the premises of the Contractor or subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in the contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

E.1.5 If any of the services do not conform to the contract requirements, the Courts may require the Contractor to perform the services again in conformity with the contract requirements, at no increase in the contract amount. When the defects in services cannot be corrected by performance, the Courts may:

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
(2) Reduce the contract price to reflect the reduced value of the services performed.

E.1.6 If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity with the contract requirements, the Courts may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Courts that is directly related to the performance of such service or (2) terminate the contract for default.

E.2 Services must be reviewed and approved by the COTR.

SECTION F - DELIVERIES AND PERFORMANCE

F.1 TERM OF CONTRACT

The term of the contract shall be for one (1) year from the date of award of the contract. The date of award shall be the date the Contracting Officer signs the contract document. **All hardware, software licensing, hosting, and support items required to provide the functionality listed on section C 3.1 shall be initially delivered within forty-five (45) days from day of award.**

F.1.1 **Option Period:**

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

F.1.2 **Option to Extend the Term of the Contract:**

The Court may unilaterally extend the term of this contract for four (4) one (1) year period, or a fraction, or multiple fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the Courts shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Courts to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the 30 day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

If the Court exercises this option, the extended contract shall be considered to include this option provision. The exercise of any option under this contract is contingent upon the appropriation of funds for the respective option period. However, the availability of funds does not obligate the Court to exercise this option year.

The Offeror shall include in its **price** proposal, the **price** for the base year and all option years. Failure to submit **price** for base year and all option years may cause the Court to exclude your offer from further consideration.

The total duration of this contract including the exercise of any options under this clause shall not exceed five (5) years.

F.2 Engagement Team Qualifications

F.2.1 The Courts shall evaluate the experience of the Contractor and its designated key personnel, including the subject matter expert or project manager guiding the project. This evaluation shall include the relevance of the experience to the work to be performed under the requirements in this solicitation in its entirety.

F.2.2 The proposed solution **must be FEDRAMP certified** for the best possible outcome to the Courts.

F.3 DELIVERABLES

F.3.1 All deliverables shall be in a form and manner acceptable to the Courts. The Contractor shall provide all hardware, software, license maintenance and support items required to meet and perform the requirements of this Contract.

F.3.2 The Contractor shall provide the Courts' COTR with the deliverables specified below and within the designated timeframes.

Item #	Deliverable	Qty.	Format/Method of Delivery	Due Date (Calendar Days)	Deliver To
0001	SIEM Software subscription and support	1	Software delivered web-based	TBD	COTR or COTR's designated personnel (written COTR designation is required) and their written acknowledgement.
0002	Professional services	1	On-site or remote	Upon successful completion of configuration and implementation.	COTR or COTR's designated personnel (written COTR designation is required) and their written acknowledgement.
0003	Hardware and software	1	On-site	Whenever necessary in order to facilitate software implementation	COTR or COTR's designated personnel (written COTR designation is required) and their written acknowledgement.

F.4 DELIVERY LOCATION

The items shall be delivered to the designated area affixed to Building C data center

David Simpson
Chief Information Security Officer
Information Technology Division
410 E St. N.W. Suite LL800

Washington DC, 20001
David.Simpson@dccsystem.gov
Telephone Number: 202- 879-1690

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 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.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.2.6 Payment Schedule- The following table lays out the Payment Schedule

Item #	Deliverable	Payment	Comments
0001	SIEM Software subscription and support	40%	Refer to the table in Section F.3.2.
0002	Professional services	30%	Refer to the table in Section F.3.2.
0003	Hardware and software	30%	Refer to the table in Section F.3.2.

G.3 FINAL INVOICE

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

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

G.4 TAX EXEMPT

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

G.5 PROMPT PAYMENT ACT

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

G.6 AUDITS

At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor’s invoices or vouchers and statements of costs audited.

Any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the Courts and a discrepancy of overpayment is found, the Courts shall be reimbursed for said overpayment within thirty (30) days after written notification.

G.7 CONTRACTING OFFICER AND CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.7.1 Contracting Officer. The District of Columbia Courts' Contracting Officer who has the appropriate contracting authority is the only Courts official authorized to contractually bind the Courts through signing contract documents. All correspondence to the Contracting Officer shall be forwarded to:

Louis Parker
Contracting Officer
Administrative Services Division
District of Columbia Courts
616 H Street NW, Suite 616
Washington, D.C. 20001

G.7.2 Contracting Officer's Technical Representative (COTR):

The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's performance or non-performance of the contract requirements. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract. The COTR shall be:

David Simpson
Chief Information Security Officer
Information Technology Division
410 E St. N.W. Suite LL800
Washington DC, 20001
David.Simpson@dccsystem.gov
Telephone Number: 202- 879-1690

G.8 AUTHORIZED REPRESENTATIVE OF THE CONTRACTING OFFICER

G.8.1 The COTR will have the responsibility of ensuring that the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in this contract. It is understood and agreed that the COTR shall not have authority to make changes in the scope or terms and conditions of the contract.

G.8.2 THE RESULTANT CONTRACTOR IS HEREBY FOREWARNED THAT ABSENT THE REQUISITE AUTHORITY OF THE COTR TO MAKE ANY

SUCH CHANGES, CONTRACTOR MAY BE HELD FULLY RESPONSIBLE FOR ANY CHANGES NOT AUTHORIZED IN ADVANCE, IN WRITING, BY THE CONTRACTING OFFICER, MAY BE DENIED COMPENSATION OR OTHER RELIEF FOR ANY ADDITIONAL WORK PERFORMED THAT IS NOT SO AUTHORIZED, AND MAY BE ALSO BE REQUIRED, AT NO ADDITIONAL COST TO THE COURTS, TO TAKE ALL CORRECTIVE ACTION NECESSITATED BY REASON OF THE UNAUTHORIZED CHANGES.

SECTION H - SPECIAL CONTRACTS REQUIREMENTS

H.1 **Other Contractors**

The Contractor shall not commit or permit any act which will interfere with the performance of work done by any other Courts Contractor or by any Courts employee. If another contractor is awarded a future contract for performance of the required services, the original contractor shall cooperate fully with the Courts and the new contractor in any transition activities which the Contracting Officer deems necessary during the term of the contract.

H.2 **Disclosure of Information**

H.2.1 Any information made available by the District of Columbia Courts shall be used only for the purposes of carrying out the provisions of this contract, and shall not be divulged nor made known in any manner to any person except as may be necessary in the performance of the contract.

H.2.2. In performance of this Contract, the Contractor agrees to assume responsibility for protection of the confidentiality of Courts records and that all work shall be performed under the supervision of the Contractor or the Contractor's responsible employees.

H.2.3 Each office or employee of the Contractor to whom information may be available or disclosed shall be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by an means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions.

H.2.4 No information regarding the Contractor's performance of the contract shall be disclosed by the Contractor to anyone other than the District of Columbia Courts officials unless written approval is obtained in advance from the Contracting Officer.

H.3 **Rights in Data**

H.3.1 "Data" as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost and pricing, or management information.

H.3.2 The term "Technical Data" as used herein, means recorded information regardless of form or characteristic. It may, for example, document research, experimental,

developmental work, or be used to define a design or process to produce, support, maintain, or update material or documentation. The data may be character, graphic or pictorial delineation in media such as drawings or photographs, text, or related design or performance type documentation. Examples of technical data include research data, documentation drafts, lists, specifications, profiles, standards, process sheets, manuals, and technical reports.

H.3.3 The term "Computer Software" as used herein, means all computer programs and relational computer databases, "Computer Programs" as used herein are defined as a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. Computer programs include operating systems, assemblers, compilers, interpreters, database management systems, utility programs, sort/merge programs, and automatic data processing equipment (ADPE) maintenance diagnostic programs.

H.3.4 All data first produced in the performance of any contract resulting from this solicitation process shall be the sole property of the District of Columbia Courts. The offeror hereby acknowledges that all data, including, without limitation, produced by the offeror for the process, are works made for hire and are the sole property of the District of Columbia Courts; but, to the extent any such data may not, by operation of law, be works made for hire, the Contractor shall transfer and assign to the Courts the ownership of copyright in works, whether published or unpublished. Further, the Contractor agrees to give the Courts all assistance reasonably necessary to perfect such rights, including but not limited to the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights at common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in any manner or form, authorize others to do so, without written consent of the District of Columbia Courts until such time as the Courts may release such data to the public domain. The Courts shall not unreasonably withhold consent to the offeror's request to publish or reproduce data in professional or public relations trade publications.

H.4 **Contractor Management responsibility**

H.4.1 The Contractor shall appoint a Project Manager within (3) three business days after award who will be the Contractor's Authorized Representative for technical and administrative performance of all services required hereunder. The Project Manager shall provide the single point of contact through which all Contractor/Court communications, work and technical direction shall flow. The Project Manager will be present at scheduled deliverables presentations and responsible for insuring that any requested changes be made to the final product.

H.5 **Stoppage of Work**

H.5.1 If the Contractor fails to abide by any or all of the provisions of the contract, the Contracting Officer reserves the right to stop all work or any portion thereof, affected by the Contractors failure to comply with the contract requirements. This stoppage will remain in effect until the Contractor has taken action to meet the contract requirements. If the Contractor fails or refuses to meet all the provisions of the contract or any separable part thereof after written notification and work stoppage, the Court may terminate the right of the Contractor to proceed.

H.6 **Subcontracts**

H.6.1 Nothing contained in the contract documents shall be construed as creating any contractual relationship between any subcontractor and the Court.

H.6.2 The divisions or sections of the specifications are intended to control the Contractor in dividing the work among the subcontractors or to limit the work performed by any trade.

H.6.3 The Contractor shall be as fully responsible to the Court for the acts and omissions of subcontractors, and of persons employed by them as he is for the acts and omissions of persons directly employed by him.

H.6.4 The Contractor shall be responsible for the coordination of the trades, subcontractors, materials, and persons engaged upon his work.

H.6.5 The Court will not undertake to settle any differences between the Contractor and his subcontractors or between subcontractors.

H.7 **Use of Premises**

H.7.1 The Contractor shall not load or permit the loading of any part of any structure to such an extent as to endanger its safety.

H.7.2 The Contractor shall comply with the regulations governing the operation of premises, which are occupied and shall perform his contract in such a manner as not to interrupt or interfere with the conduct of Court.

H.7.3 Any work necessary to be performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the Court.

H.7.4 The Contractor shall use only such entrances to the work area as designated by the COTR.

H.7.5 Any work, once started, shall be completed as rapidly as possible and without unnecessary delay.

H.7.6 Only such portions of the premises as required for proper execution of the contract shall be occupied.

H.7.7 All work shall be performed in such manner as to cause minimum annoyance to occupants of adjacent premises and interference with normal traffic.

H.7.8 Work performed in existing buildings shall be executed in a manner that will cause minimum interference with facility occupants.

H.7.9 All work shall be carried on in an orderly manner performed in such manner to cause minimum:

(1) Interference with or disruption of normal activities in the building which is occupied; and

(2) Noises or disturbances.

H.8 **Access to Building**

(1) Contractor will be given access to the building, except to secure all sensitive areas or where work is specified to be performed at specified periods.

(2) Contractor will be given access to buildings only on Monday through Friday of each week.

(3) Work on Saturdays, Sundays and holidays will not be permitted except with the written permission from the COTR.

(4) Contractor shall make all necessary arrangements for access to the building after regular working hours and/or for work on Saturday, Sunday or Holidays with the COTR.

(5) Should the Contractor desire to work on Saturdays, Sundays, or holidays, he/she must receive permission in writing from the COTR or designee. If permission is granted, all work performed shall be at no additional expense to the Court.

PART II

SECTION I - CONTRACT CLAUSES

I.1 **RESERVED**

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

Offerors 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 Offeror shall familiarize itself with the Court's policy entitled "Ethics in Public Contracting". The Offeror shall abide by such provisions in submission of its proposal and performance of any contract awarded. See Attachment J.3.

I.4 **Disputes:**

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

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 2-1402.11(Supp. 2006). The Contractor agrees to comply with requests from the Courts to support the Contractor's adherence to this section.

I.7 **Examination of Books and Records:**

The Contracting Officer, the Inspector General or any of its duly authorized representatives shall, until three years after final payment, have the right to examine any directly pertinent books, documents, papers and record of the Contractor involving transactions related to the contract.

I.8 **Record Keeping:**

The Contractor shall be expected to maintain complete and accurate records justifying all actual and accrued expenditures. The Contractor's records shall be subject to periodic audit by the Court.

I.9 **Subcontracts**

None of the Contractor's work or services hereunder may be subcontracted by the Contractor to any subcontractor without the prior, written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement which the Courts shall have the rights to review and approve prior to its execution to the Contract. Notwithstanding any such subcontractor approved by the Court, the Contractor shall remain liable to the Courts for all contractors' work and services required hereunder.

I.10 **Protest**

I.10.1 Any aggrieved person may protest this solicitation, award or proposed contract award in accordance with Chapter 8 of the Procurement Guidelines of the District of Columbia Courts. Protest shall be filed in writing, within ten (10) working days after the basis of the protest is known (or should have been known), whichever is earlier with the Contracting Officer at:

Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 616
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 Debriefing (MAR 2010)

An unsuccessful offeror may request a debriefing by submitting a written request to the Contracting Officer at the address specified in I.10 above within

(3) calendar days from the date of receipt of the notification of award.

I.12 Insurance

I.12.1 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.12.2 Comprehensive General Liability: Insurance against liability for bodily injury insurance coverage in the amount of at least five hundred thousand dollars ($500,000) per occurrence.

I.12.3 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.12.4 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.

I.13 Cancellation Ceiling

I.13.1 In the event of cancellation of the contract because of nonappropriation for any fiscal year after the current fiscal year, 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.14 Order of Precedence (MAR 2010)

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

(a) GSA Schedule terms & Conditions;

(b) Supplies and Services or Price/Cost Section (Section B);

(c) Specifications/Work Statement (Section C);

(d) Special Contract Requirements (Section H);

(e) Deliveries and Performance (Section F);

(f) Contract Clauses (Section I);

(g) Contract Administration Data (Section G);

(h) Inspection and Acceptance (Section E); and

(i) Contract Attachments (Section J) in the order they appear.

I.15 CONTINUITY OF SERVICES (MAR 2010)

(a) The Contractor recognizes that the services under this contract are vital to the Courts and must be continued without interruption and that, upon contract expiration, a successor, either the Courts or another contractor, may continue them. The Contractor agrees to-

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out

costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

I.16 CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE (MAR 2010)

a) The Contractor assumes responsibility for all damage or injury to persons or property occasioned through the use, maintenance, and operation of the Contractor's vehicles or other equipment by, or the action of, the Contractor or the Contractor's employees and agents.

(b) The Contractor, at the Contractor's expense, shall maintain adequate public liability and property damage insurance during the continuance of this contract, insuring the Contractor against all claims for injury or damage.

(c) The Contractor shall maintain Workers' Compensation and other legally required insurance with respect to the Contractor's own employees and agents.

(d) The Courts shall in no event be liable or responsible for damage or injury to any person or property occasioned through the use, maintenance, or operation of any vehicle or other equipment by, or the action of, the Contractor or the Contractor's employees and agents in performing under this contract, and the Courts shall be indemnified and saved harmless against claims for damage or injury in such cases.

I.12 **Cancellation Ceiling**

I.12.1 In the event of cancellation of the contract because of non-appropriation for any fiscal year after the current fiscal year, 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.

PART III

LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1	**APPENDIX A – Requirements Document for Security Information & Event Monitoring (SIEM)**
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	**Past Performance Evaluation Form (3 References)**

PART IV

REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

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 an offeror/contractor that has no more than one employee including the offeror/contractor.

K.1.2 By submission of its offer, the offeror, 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 offeror 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 though implementation of subparagraphs K.1.2.1 through K.1.2.6 of this provision.

K.1.3 By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror 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 offeror to provide the certification required by paragraphs K.1.2 or K.1.3 of this provision, renders the offeror 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 OFFERORS

L.1 Offeror 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 offeror shall conspicuously mark on the outside of the offer package the name and address of the offeror and the following:

Solicitation Number: DCSC-21-FSS-87
Caption: Security Information and Event Management (SIEM) Solution
Proposal Date Due & Time: July 7, 2021 no later than 1:00 p.m.

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

L.1.3.1 Offerors 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 offeror is making subject to this restriction announced on the title page must be noted on the individual pages which contain it. The offeror shall mare 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 offeror, use, without restriction, information contained in this *offer* package if it is obtained from another source.

L.1.4 **Offers shall be delivered via email to Reginald Ramdat, Contract Specialist at the following address:**

Reginald Ramdat
Contract Specialist
Reginald.ramdat@dccsystem.gov
202-879-2865

L.2 Proposal Information and Format:

L.2.1 At a minimum, each offer submitted in response to this RFP shall include sections, as set forth below, which address the approach for the work described in Section "C" - Description/Specifications/Statement of Work. The offer shall include the requisite legal representations, resources which will directly be employed in the project, client references, and a description of similar services provided by the offeror and its key personnel. Failure to address adequately any of these areas may result in the offer being eliminated from consideration for award.

L.2.2 Offers shall be prepared simply and economically, providing a straightforward, concise delineation of offeror's capabilities to satisfy the requirements of this RFP. Fancy bindings and colored displays or promotional material are not desired or preferred, but pages must be numbered. **Each offer shall be properly indexed and include all information requested in the RFP.**

L.3 Technical and Price Proposals Format and Content

L.3.1 Volume I - Technical Proposal shall be comprised of the following Sections:

Section	Description
A	**General Information**
B	**Technical Approach**
C	**Qualification of Firm**
D	**Qualification and experience of proposed staff**
E	**Past Performance**

L.3.2 Section A - General Information

L.3.2.1 Each Offeror must provide the following information is this section:

1. Brief history of Company;

2. Name, Address, Telephone Number and DUNS and federal tax identification

Numbers of the Offeror;

3. Whether the Offeror is a corporation, joint venture, partnership (including type of partnership) or individual;

4. Name, address, and current phone number of Offeror's contact person;

5. **This section of the proposal shall include the disclosure information described below:**

   a. **Disclosure details of any legal action or litigation past or pending against the Offeror; and**

   b. **A statement that the Offeror knows of no conflict between its interests and those of the District of Columbia Courts; and further that the Offeror knows of no facts or circumstances that might create the appearance of a conflict between its interests and those of the District of Columbia Courts.**

6. **All firms submitting proposals in response to this Request shall include their firm's GSA Federal Supply Schedule/ Contract number.**

L.3.2.2 **Section B - Technical Approach**

L.3.2.3 A (5) **page limit** has been established for the Technical Approach to encourage concise presentation, while responding to and explaining how all technical requirements shall be fulfilled. Any material beyond the 5-page limit will NOT be considered.

L.3.2.4 **Section C – Qualification of Firm**

L.3.2.4.1 Offeror shall include documentation showing the firm's qualification, expertise, knowledge and experience in meeting the requirements of this solicitation.

L.3.2.5 **Section D – Qualification of Proposed Staff**

L.3.2.5.1 The offeror shall include resumes/credentials showing the proposed staff's qualification, expertise, knowledge and experience to meet the requirements of this solicitation.

L.3.2.6 **Section E – Past Performance:**

The information requested in this section shall facilitate the evaluation of the Offeror's past performance in delivering the Court's requirements

as described herein.

The Offeror shall provide any information to substantiate the Offeror's past performance in completing the requirements of Section C. The Offeror shall provide the following information:

A. References: The name, address and contact person of three (3) references for which services of this nature have been provided in the past three (3) years using the

B. **Past Performance Evaluation Form (Attachment J.9)** will be used to query previous customers regarding Offerors past performance on contracts. **Offerors shall assure that each customer listed in the proposal complete and sign a Performance Evaluation Form and return them with the technical proposal submission.** For each reference contacted, the contact person will be requested to confirm the Period of performance, dollar amount, Quality of Work/Service, Timeliness of Performance, Cost Control Business Relations and Customer Satisfaction.

C. The Court reserves the right to contact the owners of projects known to have been completed within the last three (3) years but not supplied as references, and the information received may be used in the evaluation of past performance.

L.3.2.7 Volume II – Price Proposal

L.3.2.7.1 Volume II - Price Proposal shall be comprised of the following Sections:

A separately bound price proposal must be submitted using the format provided in Section "B" of this RFP. The price furnished by the Offeror shall be itemized for the services set forth in Section B. The Offeror's price proposal shall become a part of the awarded contract. The Offeror's price proposal shall include all costs for the required services. This pricing information will also be used for evaluation purposes.

Section	Description
A	Detailed breakdown of all Price for the base year and each option year

L.4 Evaluation of Proposals:

L.4.1 The Courts intend to make an award to the responsible firm whose proposal represents the best value to the Courts. The Courts will perform an initial

evaluation of each Offeror's proposal using the technical evaluation criteria stated below. The recommendation for award will be based upon the total points awarded for the technical evaluation of the written proposals plus the evaluation of the Offeror's price proposal for realism, reasonableness, and completeness.

L.4.2 The Courts may award a contract upon the basis of initial offers received, without discussions. Therefore, each initial offer shall contain the Offeror's best terms from a cost and technical standpoint.

L.4.3 If discussions are held with Offerors, all Offerors within the competitive range will be notified regarding the holding of discussions and will be provided an opportunity to submit written Final Proposal Revisions.

L.5 Price Proposal Evaluation

L.5.1 The Court will not rate or score total price (base and all option years), but will evaluate each Offeror's price proposal (base and all option years) for realism, reasonableness, and completeness. This evaluation will reflect the Offeror's understanding of the solicitation requirements and the validity of the Offeror's approach to performing the work. Alternative price proposals, if considered by the Court, will be evaluated on contract type risk, potential savings, other advantages or disadvantages to the Court, and the discretion of the Courts.

L.5.2 Realism: The Courts will evaluate the realism of the proposed price by assessing the compatibility of proposed price with proposal scope and effect. During the evaluation, the Courts will consider the following:

a. Do the proposed prices reflect a clear understanding of the requirements?

b. Do the proposed prices for performing various functional service requirements reflect the likely costs to the Offeror in performing the effort with reasonable economy and efficiency?

c. Are proposed prices unrealistically high or low?

d. Are the proposed prices consistent with the technical and management/staffing approach (e.g., if the Offeror proposes a staff of *x* people, the price proposal must account for *x* people)?

L.5.3 Reasonableness: In evaluating reasonableness, the Courts will determine if the Offeror's proposed prices, in nature and amount, do not exceed those which would be incurred by a prudent contractor in the conduct of competitive business. The assessment of reasonableness will take into account the context of the source selection, including current market conditions and other factors that may impact

price. In the evaluation, the Courts will consider the following:

a. Are the proposed prices (for Section B – Supplies or Services and Price/Cost comparable to the independent Courts cost estimate?

b. Is the proposed labor/skill mix comparable to the projected Courts skill mix and/or sufficient to meet the Section C requirements based upon the Offerors technical and management approach?

L.5.4 Completeness: In evaluating completeness, the Courts will determine if the offeror is providing pricing data of sufficient detail to fully support the offer and permit the Courts to evaluate the proposal thoroughly. In the evaluation, the Courts will consider the following:

a. Do the proposed prices include all price elements the offeror is likely to incur in performing the effort?

b. Are proposed prices traceable to requirements?

c. Do proposed prices account for all requirements?

d. Are all proposed prices supported with adequate data to permit a thorough evaluation?

L.6 Offer Submission Date and Time, Late Submission, Modifications and Withdrawals:

L.6.1 Offers shall be submitted no later than the date and time specified in the solicitation. Offers, modifications to offers, 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.6.1.1 The offer or modification was sent by registered or certified mail no later than the fifth (5th) calendar day before the date specified for receipt of offers;

L.6.1.2 The offer or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the Courts after receipt; or

L.6.1.3 The offer is the only offer received.

L.6.1.4 The only acceptable evidence to establish the date of a late offer, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from

the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the offer, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown in the postmark, the offer shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.

L.6.1.5 A late offer, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

L.6.1.6 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.6.1.7 A late offer, late modification or late withdrawal of offer 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.7 **Questions:**

L.7.1 Questions concerning this Request for proposals must be directed electronically via email no later June 28, 2021, by 10:00 a.m. to:

Reginald Ramdat, Senior Contract Specialist
Procurement and Contracts Branch
Administrative Services Division
District of Columbia Courts
Reginald.ramdat@dccsystem.gov
202-879-2865

L.7.1.2 For further information on submission of questions, please refer to section L.8 of this RFP.

L.8 **Explanation to Prospective Offerors:**

L.8.1 **Any prospective offeror desiring an explanation or interpretation of this solicitation must request it by email, no later than June 28, 2021, by 10:00 a.m.** Requests should be directed to the procurement contact person at the address listed in Section L.7. Any substantive information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors 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 offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.9 Changes to the RFP:

L.9.1 The terms and conditions of this RFP may only be modified by written addenda issued by the Contracting Officer, any oral representations to the contrary notwithstanding.

L.10 Contract Award:

L.10.1 The Court intends to award a contract for the services required under this RFP to the Offeror whose proposal is determined to be most advantageous to the Court based on the Evaluation Criteria in Section M.

L.10.2 The Court may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offeror's best terms from a standpoint of price, technical, and other factors.

L.11 Cancellation of Award

L.11.1 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.12 Official Offer

L.12.1 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.13 Certifications, Affidavits and Other Submissions

L.13.1 Offerors shall complete and return with their offer the Representations and Certifications (Section A and Attachment J.2 - Anti-Collusion Statement, Attachment J.4 - Non-Discrimination, J.5 - Certification of Eligibility, J.6 - Tax Certification Affidavit and J.7 - Certification of a Drug-Free Workplace).

L.14 Retention of Offers

L.14.1 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 offerors. 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.15 Public Disclosure under FOIA:

L.15.1 Trade secrets or proprietary information submitted by a offeror 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 offeror 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 offeror's entire offer is proprietary will have no effect whatsoever.

L.16 Examination of Solicitation:

L.16.1 Offerors are expected to examine the Statement of Work and all instructions and attachments in this solicitation. Failure to do so will be at the offeror's risk.

L.17 Acknowledgment of Amendments:

L.17.1 Offerors 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. Offeror's failure to acknowledge an amendment may result in rejection of the offer.

L.18 Right to Reject Offers:

L.18.1 The Courts reserves the right to reject, in whole or in part, any and all offers received as the result of this RFP.

L.19 Offer Preparation Costs

L.19.1 Each offeror shall bear all costs it incurs in providing responses to this RFP and for providing any additional information required by the Courts to facilitate the evaluation process. The successful offeror shall also bear all costs incurred in conjunction with contract development and negotiation.

L.20 Prime Contractor’s Responsibilities

L.20.1 Each offeror may propose services that are provided by others, but any service(s) proposed must meet all of the requirements of this RFP.

L.20.1.2 If the offeror's offer includes services provided by others, the offeror 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 al stipulations, including payment of all charges and the meeting of all requirements of this RFP.

L.21 Contract Type:

L.21.1 This is a Firm-Fixed Price contract.

L.22 Failure to Respond to Solicitation:

L.22.1 In the event that a prospective offeror does not submit an offer in response to the solicitation, the prospective offeror should advise the Contracting Officer by letter or postcard whether the prospective offeror wants any future solicitations for similar requirements. If the prospective offeror does not submit an offer for three successive offer openings and does not notify the Contracting Officer that future solicitations are desired, the prospective offeror's name may be removed from applicable mailing list.

L.23 Signing Offers and Certifications:

L.23.1 Each offeror must provide a full business address and telephone number of the offeror 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 offeror 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 offeror 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 offeror shall submit to the Contracting Officer, the agent's authority to bind the offeror. Offeror shall complete and sign all Representations and Acknowledgments, as appropriate. Failure to do so may result in the offer being rejected.

L.24 Errors in Offers:

L.24.1 Offerors shall fully inform themselves as to all information and requirements contained in the solicitation. Failure to do so will be at the offeror's risk. In the event of a discrepancy between the unit price and the extended price, the unit price shall govern.

L.25 Authorized Negotiators

L.25.1 The offeror shall include in its offer a statement indicating those persons authorized to negotiate on the offeror's behalf with the District of Columbia Courts in connection with this Request for offers: (list names, titles, and telephone numbers of the authorized negotiators). Offerors are expected to examine the Statement of Work and all instructions and attachments in this solicitation. Failure to do so will be at the offeror's risk.

L.26 Acceptance Period

The Offeror agrees to keep its offer open for one hundred twenty (120) days from the date specified in this solicitation for the submission of proposals, or if it is a Final Proposal Revision (FPR) is accepted within one hundred twenty (120) days from the date specified for submission thereof to furnish services at the price stated in the price proposal, delivered or performed at the designated place within the time specified in this solicitation.

L.27 Exceptions

Any exceptions taken to the requirements, clauses, provisions or terms and conditions of the solicitation shall be submitted in writing to the contract specialist prior to the submission of proposals. The offeror shall identify each requirement, clause, provision or term and condition for which exceptions and/or deviations are requested. Each exception and/or deviation identified shall be fully explained including sufficient justification as to technical problems, cost savings, and/or benefits to the government so that the government can thoroughly evaluate the offeror’s input and determine if it is in the best interest of the government to amend the solicitation. If the offeror’s explanation is not acceptable to the government, the exception and/or deviation will not be allowed and the solicitation shall not be amended.

NO EXCEPTIONS AND/OR DEVIATIONS SHALL BE ACCEPTED AFTER THE CLOSING DATE OF THE SOLICITATION. ANY PROPOSAL CONTAINING EXCEPTIONS AND/OR DEVIATIONS MAY BE DETERMINED UNACCEPTABLE AND REMOVED FROM FURTHER CONSIDERATION.

PART VI

SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

The Courts intend to make an award to the responsible firm whose proposal represents the best value to the Courts. The evaluation criteria are listed in M.2 below in descending order of importance. The Courts may award a contract upon the basis of initial offers received, without discussions. Therefore, each initial offer shall contain the offeror's best terms from a cost and technical standpoint. The Courts reserve the right to reject any or all proposals determined to be inadequate or unacceptable.

M.2 EVALUATION CRITERIA

The evaluation factors set forth below shall be used to evaluate each proposal. The maximum points for the evaluation criteria below is 100 total points. The criteria for evaluating the proposals and their respective points are as follows:

EVALUATION CRITERIA	MAXIMUM POINTS
Technical Approach (See also L.3)	**0 – 35**
Qualification of Firm (See also L.3)	**0 – 25**
Qualification and Experience of Proposed Staff (See also L.3)	**0 – 25**
Past Performance (See also L.3)	**0 – 15**
TOTAL	**100**

ATTACHMENT J.1

DC Courts

Requirements Document for Security Information & Event Monitoring (SIEM)

Appendix A

Table of Contents

1.0 Introduction

1.1. Purpose

This document describes the requirements of the District of Columbia Courts for a security information and event management (SIEM) tool.

1.2. SIEM General Requirements

This subsection describes the general requirements for a SIEM tool.

1.2.1. Log Collection Automation

The vendor's product must provide an agent-less solution that will automatically accept events and start to monitor devices without any administrator intervention and can automatically scan Active Directory for the list of Windows devices to be monitored.

1.2.2. Log Management Automation

The vendor's product must provide an agent-less solution that will automatically accept events and start to monitor devices without any administrator intervention and can automatically scan Active Directory for the list of Windows devices to be monitored.

1.2.3. SIEM Analysis Automation

The vendor's product must provide the ability to start analyzing and correlating activity out-of-the-box. The product must assist security analysts by reducing false-positives automatically without configuring any rules or filters to do so. This is done by using frequent vulnerability scanner reports to overlay context about the targeted asset and its susceptibility to known attacks.

1.2.4. SIEM Workflow Automation

The vendor's product must provide a SIEM solution that can initiate workflow that will automatically open tickets either locally or on third-party ticketing systems and assign the tickets to the appropriate team members while maintaining a complete audit trail and metrics for the incident handling process.

1.2.5. SIEM FISMA/NIST/CIS/FIPS Compliance Automation

The vendor's product must provide the ability to reduce compliance auditing efforts by monitoring and alerting on non-compliance events in real-time and provide the necessary reports and dashboards to assist auditors in gathering the necessary data, alleviating staff from being taken off task during an audit. This is a key differentiator for compliance in initiatives as it goes beyond simple compliance reporting and provides immediate notification or even responsive action when a critical asset becomes non-compliant.

1.3. SIEM Architecture and Scalability

This subsection describes the general architecture and scalability required for a SIEM tool.

1.3.1. Bandwidth Throttling

The vendor's product must provide the ability to limit bandwidth used for transmitting event data from remote sites. A combination of methods is provided such as batching and sending events in periods of lower bandwidth utilization, committed bit-rate, caching, shaping and scheduling different configurations throughout a 24-hour period.

1.3.2. Transaction Assurance

The vendor's product must provide some mechanism that guarantees delivery of events to the SIEM tool and that no events will get lost if the SIEM system is unavailable.

1.3.3. Federal Security Requirements

The vendor's product must provide the ability to enable advanced security to allow FIPS 140-2 level cryptographic modules and Common Access Card (CAC) authentication in accordance to US Federal Agency requirements.

1.3.4. Collection High-Availability

The vendor's product must provide options for log collection high-availability without the need for additional hardware. An example would be a syslog agent, whereby the two agents could be deployed to send events to the same SIEM manager, offering diverse destinations for every event source.

1.3.5. Storage Flexibility

The vendor's solution must be able to store a years' worth of log data locally on disk or provide log storage through SAN integration. This is usually done with methods such as elevated compression algorithms, event reduction (filtering / aggregation) and warm archiving. After one year, data is archived and moved to cold storage with up to 3 years of retrievability.

1.3.6. Storage Volume

The vendor's solution must be able to store at least 40 TB of log data in a highly compressed format on one appliance, or within a secured cloud storage service provider.

1.3.7. Log Management Scalability

The vendor's solution must scale to larger environments and the increase of additional event sources without requiring additional hardware. This is generally achieved by sizing the solution up front with a 30-40% margin for anticipated growth. This is not so much a product feature as it is a design element.

1.4. SIEM Event Collection

This subsection describes the general architecture and scalability required for a SIEM tool.

1.4.1. Device Support

The vendors product must provide a comprehensive out of the box coverage across all types of data sources.

1.4.2. Distributed Event Processing

The vendor's product must collect logs in a distributed manner, offloading the processing requirements of the log management or SIEM system for tasks such as normalization, filtering, aggregation, compression and encryption.

1.4.3. Custom Collection API

The vendor's product must have a toolkit to allow customers to create integration with unsupported legacy or home-grown event sources. The toolkit must allow customers to integrate with Syslog, log files and databases and support the ability to parse multi-line log files.

1.4.4. Normalized Event Data

The vendor's product must normalize all collected event data into a consistent format suggested by NIST 800-92. This prepares the data in advance to real-time correlation or ad hoc reporting and allows the data from heterogeneous event sources to be viewed in one consistent manner.

1.4.5. Categorized Event Data

The vendor's product must categorize log data into a humanly-readable format to eliminate having to know vendor-specific event IDs. This lends itself to the point about "device support" in that the vendor has done the painstaking task of interpreting the security relevant events from each vendors products into a common taxonomy that eliminates having to write rules or queries specific to event IDs.

1.4.6. Event Reduction

The vendor's product must provide the ability to reduce event data through filtering or aggregation before it is sent to the log management or SIEM system. Event aggregation is also known as event de-duplication which involves merging identical events (except for the timestamps) generated by the same device into one log record. An example would be a Cisco Router with a flapping interface – many events will be generated repeatedly until the problem is fixed.

1.4.7. Secure Transport

The vendor's product must provide encrypted transmission of log data to the log management system.

1.4.8. Collection Health Monitoring

Any failures of the event collection infrastructure must be detected immediately, and operations personnel must be notified. Health monitoring must include the ability to validate that original event sources are still sending events.

1.4.9. Time Correction

The vendor's product must be capable of correcting event time for systems with incorrect timestamps. This allows integrity for forensic analysis to determine the original time on the event source and what the system time was for each vendor component processing the event.

1.5. SIEM Log Management, Storage and Retention

This subsection describes the log management, storage and retention capabilities required for a SIEM tool.

1.5.1. Centralized Log Storage

The vendor's log management system must be appliance-based with integrated storage. While the correlation engine may very well be software-based, the LM component should be a distinct system and not an all-in-one solution.

1.5.2. Autonomy / Integration

The vendor's log management product must be capable of providing an autonomous log management platform without the need for correlation or a management server. Conversely, the log management platform must be capable of integrating with an existing SIEM platform without considerable effort. My analogy on this topic is remember those old TVs with the built in VCR? Your VCR would fail and would have to go in for repair and guess what happened to your TV? Same goes with a LM and SIEM; if they are integrated on a Swiss-army appliance then you create a single point of failure. At a minimum, if the

LM component fails, the collection tier can fail-over to the SIEM component and not stop the real-time analysis of data.

1.5.3. Log Management Performance

The vendor's log management product must be capable of handling peak event rates beyond 80,000 events per second (eps). This is important, especially during an attack scenario when event rates could be 100 times the sustained event rate. This means if you anticipate the event sources in your public facing DMZ to generate 800 events per second (eps) then a tribal attack against the perimeter will not topple over your logging infrastructure.

1.5.4. Storage Indexing

The vendor's log management system must be capable of indexing terabytes of normalized log data and provide performance in both indexed and table scans that exceeds search results of 1 million records a second.

1.5.5. Logical Data Segregation

The vendors log management system must provide logical segregation of log data that can be viewed by different teams. Various operating teams can only see "their" device event data but no other event data beyond that, which provides separation of duties.

1.5.6. Retention Policies

The vendor's log management system must provide the ability to create multiple policies for the automated retention and disposal of log data.

1.6. SIEM Analysis and Workflow

This subsection describes the SIEM analysis and workflow capabilities required for a SIEM tool.

1.6.1. Correlation Rules

The vendor's correlation engine must provide many correlation rules out-of-the-box to automate the incident detection and workflow process.

1.6.2. Cross-Device Correlation

The vendor's product must be capable of correlating activity across multiple devices out-of-the-box to detect authentication failures, perimeter security, worm outbreaks and operational events in real-time without the need to specify device types.

1.6.3. Statistical Correlation

The vendor's product must be capable of keeping a statistical baseline of monitored activity. This includes but is not necessarily limited to attacker, target, ports, protocols, and session data.

1.6.4. Historical Correlation

The vendor's product must be capable of monitoring attack history against critical assets or by users.

1.6.5. Session Correlation

The vendor's solution must provide a complete audit trail and accountability during the incident handling or forensic investigation process. This would entail "What is the Mean Time To Recovery (MTTR) on an incident"? "How fast are cases triaged by the tier 1 security analysts"?

1.6.6. Correlation Tracking

The vendor's product must be able to correlate event data against static lists of items that the customer either allows or does not allow on the network (i.e. list of insecure protocols). Additionally, lists should be automatically populated by the system for tracking things such as attacks, user sessions and other policy violations.

1.6.7. Retention Policies

The vendor's log management system must provide the ability to create multiple policies for the automated retention and disposal of log data.

1.6.8. Log Data Integrity

The vendor's log management system must provide audit quality integrity mechanisms in accordance with NIST 800-92. This is usually some method of a hash digest and/or digitally signing the event data.

1.6.9. Search Interface

The vendor's log management system must provide a simple, intuitive search interface usable by different users with varying skill sets.

1.6.10. Search Drilldown

The vendor's log management system search interface must provide the ability to drilldown on output data.

1.6.11. Search Patterns

The vendor's log management system search interface must provide support for simple Boolean-style search patterns as well as complex regular expressions.

1.6.12. Search Performance – Structured Data

The vendor's log management system search performance must be capable of searching through millions of structured (indexed) log messages in less than a minute.

1.6.13. Search Performance – Unstructured Data

The vendor's log management system search performance must be capable of searching through millions of unstructured (raw) log messages in less than a minute.

1.6.14. Search Method Combination

The vendor's log management system search interface must provide the option to allow combined search queries using a combination of methods such as indexed and non-indexed event data and regular expression and full unstructured text search simultaneously without impacting search performance.

1.6.15. Search Criteria

The vendor's log management system search interface must provide the option to search for any element in a log message such as strings (i.e. Microsoft) or integers (i.e. IP Address) and provide the ability to perform Regular Expression wildcard boundary matches (i.e. d{1-3}.d{1-3}.d{1-3}.d{1-3}).

1.6.16. Search Logic

The vendor's log management system search interface must provide the ability to combine Boolean search operators (i.e "ANDs" and "ORs" and "NOTs")into a single search expression.

1.6.17. Search Time Range

The vendor's log management system search interface must provide the option to search across time ranges using either a custom time (date / time start, end) or dynamic time variables ($Now – 2h).

1.6.18. Real-Time Alerts

The vendor's log management system must be capable of generating alerts based on filter pattern matches for operational health monitoring.

1.7. SIEM Reporting and Visualization

This subsection describes the SIEM reporting and visualization capabilities required for a SIEM tool.

1.7.1. Report Creation

The vendors solution must provide an intuitive reporting interface that can leverage existing reports or the creation of new reports that does not require complex SQL queries.

1.7.2. Future Proofing

The vendors solution must provide a level of confidence that reporting will continue to work and not have to be modified if a particular technology, such as a Firewall or IDS product, is replaced with a newer product or vendor. The reports should continue to run and include the new technology into the report criteria automatically.

1.7.3. Cross-Compliance Reporting

The vendor's solution must provide the framework to report on ISO or NIST compliance items that can be mapped directly to any regulatory standard or enterprise security policy.

1.7.4. Report Trending

The vendor's solution must provide the ability to profile data for use with baselines and increase the performance of ad-hoc reporting.

1.7.5. Logical Diagrams

The vendor's solution must provide the ability to import graphics from applications such as Visio and overlay chart objects to provide logical visualization of the enterprise network architecture, business processes or application specific components. This functional will provide a visual mapping of alerts to enterprise specific components.

1.7.6. Attack Visualization

The vendor's solution must provide the ability to import graphics from applications such as Visio and overlay chart objects to provide logical visualization of the enterprise network architecture, business processes or application specific components. This functional will provide a visual mapping of alerts to enterprise specific components.

1.8. SIEM Advanced Use Cases

This subsection describes the SIEM advanced use cases required for a SIEM tool.

1.8.1. Compliance Automation

The vendor's solution must provide value in assisting in adhering to audit requirements, alerting of non-compliance, and providing necessary reports that can be used during an audit.

1.8.2. Business Process Monitoring

The vendor's solution must provide the ability to monitor and visually display statistics for all dependent components used by business applications from start to end of a transaction. This includes the ability to monitor latency between components excessive resource usage, errors during process flow and other business logic required to troubleshoot business applications.

1.8.3. Worm Outbreak

The vendor's solution must provide automatic detection of a 0-day worm outbreak across the enterprise when IDS or Antivirus signatures are unable to detect the incident. The system must then immediately send alerts and automatically start the incident triage and workflow.

1.8.4. Physical / Logical Convergence

The vendor's solution must be capable of collecting log data from physical access devices such as card readers, biometrics and security cameras and correlate this information with logical network and security devices to detect such patterns as building access after-hours by contractors or users logged in through VPN and physically accessing the building within the same time.

1.8.5. User Role Monitoring

The vendor's solution must provide the ability to synchronize with authentication directories to collect information regarding user roles and responsibilities and correlate this data with all user activity. Users that violate their roles within the organization should be recorded for alerting and reporting purposes.

1.8.6. User Activity Monitoring

The vendor's solution must be able to track user activity and ultimately bind an individual to an action. Analysts must be able to generate ad hoc reports that will detail what a particular user or group of users has accessed in the enterprise for a defined period.

1.8.7. Generic Account Monitoring

The vendor's solution must provide the ability to correlate information regarding users that are logged into the domain and their generic or service account usage within the enterprise. The vendor must provide a mechanism whereby in the event of generic account violations, the solution can contain the threat in real-time using quarantine methods such as disabling the user's switch port, adding filters to firewalls, disabling user accounts, etc.

1.8.8. Insider Threat Detection

The vendor's solution must be able to detect suspicious activity, such as printing large numbers of files outside of business hours, emailing large attachments to personal email accounts, employee communication with competitors or the clearing of system audit logs to cover up malicious activity.

1.8.9. Forensics Investigations

The vendor's solution must be capable of allowing investigators to restore a year's worth of historical log files to a single appliance and then perform complex pattern searches and reporting against terabytes of data in a short period of time. The entire process from restoring the data to reporting results must take less than two days.

1.8.10. Monitor Source Code

The vendor's solution must be capable of correlating activity between enterprise users and source code repositories. User accessing the repositories that are not developers or developers that are extracting sensitive intellectual property from the systems must be detected and alerted upon in real-time.

1.8.11. Fraud Detection

The vendor's solution must provide the ability monitor online banking applications, banking infrastructure devices and user transaction activity. The product must use this data to detect anomalous transactions such as simultaneous user transaction from multiple geo-spatial locations, fraudulent activity, and breaches.

1.8.12. Threat Response

The vendor's solution must be capable of not only detecting attacks but must also provide a mechanism to respond and mitigate the attacks in real-time using various quarantine methods while providing necessary audit trail.

ATTACHMENT J.2

ANTI-COLLUSION STATEMENT

TO ALL BIDDERS/OFFERORS:

THIS STATEMENT MUST BE EXECUTED AND RETURNED WITH BID/PROPOSAL DOCUMENTS.

In the preparation and submission of this bid/proposal on behalf of _____ (name of vendor), we did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competition in violation of the Sherman Anti-Trust Act, 15 USCS, Sections 1 et seq.

The undersigned vendor hereby certifies that this agreement, or any claims resulting therefrom, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and that no person acting for, or employed by the D.C. Courts has an interest in, or is concerned with this proposal; and that no persons, firm or corporation, other than the undersigned, have or are interested in this proposal.

BY: _____

_____
COMPANY

_____

_____
BUSINESS ADDRESS

Subscribed and sworn before me this _____ day of _____, 20_____, in

_____
City and State

_____
Notary Public

ETHICS IN PUBLIC CONTRACTING

A. To achieve the purpose of this section, all employees and persons doing business with the Court shall be required to observe the ethical standards prescribed herein. The Executive Officer shall make available and disseminate to every person doing business with the Court, and to every Court managerial employee with procurement responsibilities, the requirements of this section.

B. It shall be a breach of ethical standards for any employee to participate directly or indirectly in a procurement when the employee knows that the employee or any member of the employee's immediate family has a financial interest pertaining to the procurement. When a Court employee knows that he or she has an actual or potential conflict of interest, or when the Executive Officer has determined that an actual conflict of interest exists, such employee shall be disqualified from the procurement involved.

C. It shall be a breach of ethical standards for person to offer, give, or agree to give any employee or former employee, or for any employee to solicit, demand, accept, or agree to accept from anther person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of procurement.

D. It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or higher tier subcontractor, as an inducement for the award of a subcontract or order.

E. It shall be a breach of ethical standards for any employee, former employee or any other person knowingly to use confidential information for actual or anticipated personal gain. No employee or officer of the Court shall serve on the board of directors or other governing body (whether or not compensated) of any contractor with whom the Court has a current contractual relationship if the individual's responsibilities with the Court entail the letting or management of the contract.

BY: _____

_____

COMPANY

ATTACHMENT J.4

NON DISCRIMINATION

Employment discrimination by contractor is prohibited.

Every contract over $10,000.00 shall include or incorporate by reference the following provisions:

1. During the performance of this contract, the Contractor agrees as follows:

   a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

   b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

   c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

   2. The Contractor will include the provisions of the foregoing paragraphs, a, b, and c in every subcontract or purchase order of over $10,000.00, so that the provisions will be binding upon each subcontract or vendor.

BY: _____

_____

COMPANY

ATTACHMENT J.5

CERTIFICATION OF ELIGIBILITY

CONTRACTOR'S/
PROJECT NAME: _____

_____, being duly sworn, or under penalty of perjury under the laws of the United States, certifies that, except as noted below, (the company) or any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any Federal, District or State statutes; has not been suspended, debarred voluntarily excluded or determined ineligible by any Federal, District, or Stage agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted; or has a Civil judgment rendered against it by a Court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

_____
Contractor

_____ _____
Date President or Authorized Official

_____
Title

The penalties for making false statements are prescribed in the Program Fraud Civil Remedies Act of 1986 (Public Law 99-509, 31 U.S.C. 3801-3812).

Subscribed and sworn before me this _____ day of _____, 20____, in

_____
City and State

_____ _____
Notary Seal Notary Public

ATTCHMENT J.6

TAX CERTIFICATION AFFIDAVIT

For all bids/offers over 100,000.00, the following affidavit is required:
_____, 20 _____.

I hereby certify that:

1. I have complied with the applicable tax law fillings and licensing requirements of the District of Columbia.

2. The following information is true and correct concerning the payment of my tax liability:

   State:_____ ☐ Current ☐ Not Current
   Unemployment Insurance_____ ☐ Current ☐ Not Current

3. If not current, as checked in Item 2, I am in compliance with a payment agreement with the Department of Finance and Revenue ☐ Yes ☐ No, and/or the Department of Employment Services ☐ Yes ☐ No.

4. My tax numbers are as follows:

   D.C. Employer Tax ID No.: _____
   Unemployment Insurance Account No.:_____
   D-U-N-S No.:_____

The D.C. Courts is hereby authorized to verify the above information with appropriate Government authorities. Penalty of making false statements is a fine of not more than $1,000.00, imprisonment for not more than one (1) year or both, as prescribed in D.C. Code Sec. 22-2514. Penalty for false swearing is a fine of not more than $2,500.00, imprisonment for not more than three (3) years, or both, as prescribed in D.C. Code Sec. 22-2513.

_____ _____
Signature of Person Authorized to Sign This Document — Title

_____
Typed or Printed Name

Name of Organization _____

Notary: Subscribed and sworn before me this __day of _____, 20 at
_____ at _____
Month and Year — City and State

CERTIFICATION REGARDING A DRUG-FREE WORKPLACE

A. Definition as used in this provision:

"Controlled substance" means a controlled substance as defined in Schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812) and as further defined in the regulation at 21 CPR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contenders) 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.

"Drug free workplace" means a site for the performance of work done in connections 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.

"Employee" means an employee of a Contractor directed engaged in the performance of work under a D.C. Courts contract.

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

B. By submission of its bid/offer, the bidder/offeror, if other than an individual who is making a bid/offer that equals or exceeds $25,000.00, certifies and agrees that with respect to all employees of the bidder/offeror to be employed under a contract resulting from this solicitation will:

(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 work place and specifying the actions that will be taken against employees for violation of each prohibition;

(2) Establish a 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 programs; and
(iv) The penalties that may be imposed upon employees for drug abuse violations in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (B), (1) of this provision;

(4) Notifying such employees in the statement required by subparagraph (b), (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 of any criminal drug statue conviction for violation occurring in the work place no later than five (5) days after such conviction;

(5) Notify the Contracting Officer within ten (10) days after receiving notice under subdivision (B), (4), (ii) of this provision from an employee or otherwise receiving actual notice of such conviction;

(6) Within thirty (30) days after receiving notice under subparagraph (B), (4) of this provision of a conviction, impose the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the work place:

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

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

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (B), (1) through (B), (6) of this provision.

C. By submission of its bid/offer, the bidder/offeror, if an individual, who is making a bid/offer of any dollar value, certifies and agrees that the bidder/offeror 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.

D. Failure of the bidder/offeror to provide the certification required by paragraphs (B) or (C) of theses provisions, renders the bidder/offeror unqualified and ineligible for award.

E. In addition to other remedies available to the D.C. Courts, the certification in paragraphs (B) and (C) 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.

Concurrence:

AUTHORIZED CONTRACTOR PERSONNEL

Name: _____

Signature: _____

Title: _____

Date: _____

PAST PERFORMANCE EVALUATION FORM

(Check appropriate box)

Performance Elements	Excellent	Good	Acceptable	Poor	Unacceptable
Quality of Services/ Work					
Timeliness of Performance					
Cost Control					
Business Relations					
Customer Satisfaction					

1. Name & Title of Evaluator:_____

2. Signature of Evaluator:_____

3. Name of Organization: _____

4. Telephone Number of Evaluator:_____

5. State type of service received: _____

6. State Contract Number, Amount and period of Performance _____

   _____

7. Remarks on Excellent Performance: Provide data supporting this observation. Continue on separate sheet if needed)

8. Remarks on unacceptable performance: Provide data supporting this observation. (Continue on separate sheet if needed)

RATING GUIDELINES

Summarize Contractor performance in each of the rating areas. Assign each area a rating of 0 (Unacceptable), 1 (Poor), 2 (Acceptable), 3 (Good), 4(Excellent), or ++ (Plus). Use the following instructions a guidance in making these evaluations.

	Quality Product/Service	**Cost Control**	**Timeless of Performance**	**Business Relations**
	-Compliance with contract requirements -Accuracy of reports -Appropriateness of personnel -Technical excellence	-Within budget (over/ under target costs) -Current, accurate, and complete billings -Relationship of negated costs to actual -Cost efficiencies -Change order issue	-Meet Interim milestones -Reliable -Responsive to technical directions -Completed on time, including wrap-up and -contract administration -No liquidated damages assessed	-Effective management -Businesslike correspondence -Responsive to contract requirements -Prompt notification of contract problems -Reasonable/cooperative -Flexible -Pro-active -effective contractor recommended solutions -Effective snail/small disadvantaged business Subcontracting program
0. Zero	Nonconformances are comprises the achievement of contract requirements, despite use of Agency resources	Cost issues are comprising performance of contract requirements.	Delays are comprising the achievement of contract requirements, Despite use of Agency resources.	Response to inquiries, technical/ service/administrative issues is not effective and responsive.
1, Unacceptable	Nonconformances require major Agency resources to ensure achievement of contract requirements.	Cost issues require major Agency resources to ensure achievement of contract requirements.	Delays require major Agency resources to ensure achievement of contract requirements.	response to inquiries, technical/ service/administrative issues is marginally effective and responsive.
2. Poor	Nonconformances require minor Agency resources to ensure achievement of contract requirements.	Costs issues require minor Agency resources to ensure achievement of contract requirements.	Delays require minor Agency resources to ensure achievement of contract requirements.	Responses to inquiries, technical/ service/administrative issues is somewhat effective and responsive.
3. Acceptable	Nonconformances do not impact achievement of contract requirements.	Cost issues do not impact achievement of contract requirements.	Delays do not impact achievement of contract requirements.	Responses to inquires, technical/ service/administrative issues is usually effective and responsive.
4. Good	There are no quality problems.	There are no cost issues.	There are not delays.	Responses to inquiries, technical/ service/administrative issues is effective and responsive,
5. Excellent	The contractor has demonstrated an exceptional performance level in some or all of the above categories.			