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Louis W. Parker  
Administrative Officer

**AMENDMENT NO. 2**

**TO: ALL PROSPECTIVE OFFERORS**

**AMENDMENT  
ISSUE DATE: September 24, 2013**

**SUBJECT: Solicitation No. DCSC-13-IB-0034 – DC Courts Paper**

**BID SUBMISSION  
DATE: Friday, September 27, 2013 by 12:00 pm, Eastern  
Standard Time**

The subject solicitation is amended as follows:

1. Delete attachment **J.10. Price Schedule- DC Courts Paper** in its entirety and insert the following in its place:

**J.10. Price Schedule- DC Courts Paper- Amended**

2. Responses to written questions received from prospective offerors are included as Attachment A to this amendment.

3. In Section K of this solicitation, insert the following clause:

**K.2. Economic Price Adjustment-Standard Supplies**

**ECONOMIC PRICE ADJUSTMENT—STANDARD SUPPLIES  
(JAN 1997)**

(a) The Contractor warrants that the unit price stated in the Schedule for \_\_\_\_\_ [*offeror insert Schedule line item number*] is not in excess of the Contractor's applicable established price in effect on the contract date for like quantities of the same item. The term "unit price" excludes any part of the price directly resulting from requirements for preservation, packaging, or packing beyond standard commercial practice.

The term “established price” means a price that—

- (1) Is an established catalog or market price for a commercial item sold in substantial quantities to the general public; and
- (2) Is the net price after applying any standard trade discounts offered by the Contractor.

(b) The Contractor shall promptly notify the Contracting Officer of the amount and effective date of each decrease in any applicable established price. Each corresponding contract unit price shall be decreased by the same percentage that the established price is decreased. The decrease shall apply to those items delivered on and after the effective date of the decrease in the Contractor’s established price, and this contract shall be modified accordingly.

(c) If the Contractor’s applicable established price is increased after the contract date, the corresponding contract unit price shall be increased, upon the Contractor’s written request to the Contracting Officer, by the same percentage that the established price is increased, and the contract shall be modified accordingly, subject to the following limitations:

(1) The aggregate of the increases in any contract unit price under this clause shall not exceed 10 percent of the original contract unit price.

(2) The increased contract unit price shall be effective—

(i) On the effective date of the increase in the applicable established price if the Contracting Officer receives the Contractor’s written request within 10 days thereafter; or

(ii) If the written request is received later, on the date the Contracting Officer receives the request.

(3) The increased contract unit price shall not apply to quantities scheduled under the contract for delivery before the effective date of the increased contract unit price, unless failure to deliver before that date results from causes beyond the control and without the fault or negligence of the Contractor, within the meaning of the Default clause.

(4) No modification increasing a contract unit price shall be executed under this paragraph (c) until the Contracting Officer verifies the increase in the applicable established price.

(5) Within 30 days after receipt of the Contractor’s written request, the Contracting Officer may cancel, without liability to either party, any undelivered portion of the contract items affected by the requested increase.

(d) During the time allowed for the cancellation provided for in paragraph (c)(5) of this clause, and thereafter if there is no cancellation, the Contractor shall continue deliveries according to the contract delivery schedule, and the Government shall pay for such deliveries at the contract unit price, increased to the extent provided by paragraph (c) of this clause.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED**

One (1) copy of this amendment is being sent to only those offerors who received a copy the solicitation. Offerors shall sign below and attach a signed copy of this amendment to each offer to be submitted to the Courts in response to the subject solicitation. Offers shall be mailed or delivered in accordance with the instructions provided in the original solicitation documents. Offerors shall submit their offers in sealed envelopes, identified on the outside by the solicitation number and submission date, in accordance the instructions provided in the original solicitation documents. This amendment, together with your offer must be received by the District of Columbia Courts no later than the date and time specified for offer submission. Revisions or price changes occasioned by this amendment must be received by the Courts no later than the date and time set for offer submission. Failure to acknowledge receipt of this amendment may be cause for rejection of any offers submitted in response to the subject solicitation.

Louis W. Parker  
Contracting Officer



**This amendment is acknowledged and is considered a part of the subject solicitation.**

\_\_\_\_\_  
**Signature of Authorized Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title of Authorized Representative**

\_\_\_\_\_  
**Name of Firm**

**Attachment A- Questions & Answers**  
**Solicitation No.: DCSC-13-IB-0034**  
**Paper**

**1. Please define what was meant by inside delivery. Will deliveries have to be made to different locations (desktops) within the court building or will delivery be to a dock, or the central delivery points on multiple floors (not desktop).**

*Inside delivery means that all packages shall be received beyond the front door, within one of the Courts' receiving locations to insure that the item is not exposed to moisture. Deliveries shall be made to location specified in C.2.2. of this solicitation. However, delivery may be made elsewhere during the term of this Contract if the need arises. The location specified in C.2.2. does have a dock...*

**2. Would it be possible to introduce language into the contract documents that would allow for price increases? i.e. If, instead of providing a price per line per year, would it be possible to provide on price and then be allowed increases based on manufacturers documented cost increases?**

*Section K of this solicitation has been amended to include the Economic Price Adjustment clause. Refer to B.4. of this solicitation for Price Schedule Instructions.*

**3. Could you please have the item description below (Line item #4) checked with specific regard to the required size- is 8 ½ x 17 correct?**

**“White Copier Paper, 20 #, 92 Brightness, 8 ½ x 17, 30% recycled, 99.9% Jam Free, 5000 Sheets/Carton”**

*The item description for Line Item #4 has been corrected in Attachment J.10. of this amendment. The correct size is 11 x 17.*

**4. There are a number of requested items where Xerox is the brand specified- would it be acceptable to quote an alternate brand(s) that meet the same specifications per each line item?**

*No, refer to C.3.3.4. of this solicitation. Our Graphics and Reproduction Office requires Xerox brand paper for their equipment.*