

**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 622
WASHINGTON, D.C. 20001

DATE ISSUED: August 24, 2016

OPENING DATE: _____

OPENING TIME: _____

SOLICITATION NUMBER: DCSC-16-RP-0075

CLOSING DATE: September 13, 2016

CLOSING TIME: 2:00 P.M. EST.

OFFER/BID FOR: Business Intelligence Professional Services

MARKET TYPE: OPEN

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

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

CONTRACT NO. _____	AWARD AMOUNT \$ _____
ACCEPTED AS TO THE FOLLOWING ITEMS:	

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

All written communications regarding this solicitation should be addressed to the Contracting Officer at the mailing address listed on page 1. All communications should be directed by email to Toshia Jackson, Contract Specialist at toshia.jackson@dcsc.gov.

The prospective Offerors shall submit questions no later than Tuesday, August 30, 2016. The Courts will not consider any questions received after 2pm, EST. Written questions and inquires should be submitted by email to Toshia Jackson, Contract Specialist at toshia.jackson@dcsc.gov.

The Courts will post all amendments and responses to offerors questions in the DC Courts and the Federal Business Opportunities Websites at www.dccourts.gov/dccourts/courtsystem/procurement.jsp and www.fedbizopps.gov. Oral explanations or instructions given by Courts Officials before the award of the contract will not be binding.

This solicitation is an **OPEN MARKET** procurement.

REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS

1. ACKNOWLEDGMENT OF AMENDMENTS

The 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.

PART I

SECTION B - SUPPLIES OR SERVICES AND PRICE/COST

- B.1 The District of Columbia Courts (the Courts) is seeking a qualified Contractor to enhance the existing Courts’ Business Intelligence and Enterprise Data Warehouse effort.
- B.2 The Courts contemplates award of a firm fixed price contract as a result of this solicitation to the responsible Offeror whose offer is most advantageous to the Courts.
- B.3 The Offeror shall submit a price for the services/supplies specified below and in accordance with Section C, Scope of Services, of this solicitation.

B.4 CONTRACT PERIOD

- B.4.1 The term of the contract shall not exceed twelve (12) months from the date of award. The date of award shall be from the date of the Contracting Officer’s signature.

B.5 PRICE/COST SCHEDULE

Table B.5.1 Base Period – 12 Months

CLIN #	CLIN Description	Total Price
0001	Add new data sources to the data warehouse as per Section C.4 and Section C.6	\$
0002	Develop subject areas for the new data sources	\$
0003	Develop dashboards	\$
0004	Technology Upgrades	\$
0005	Training support	\$
Total Contract Price		\$

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 Overview of DC Courts

C.1.1 As the Judicial Branch of the District of Columbia Government, the Courts are a fully unified, large urban court system with over 100 active, full-time judges and approximately 1,500 court employees.

C.1.2 The Courts include the Court of Appeals, the District of Columbia's highest court, the Superior Court, a trial court of general jurisdiction, and the Court System, which provides administrative functions for both courts. Because the District of Columbia has no intermediate appellate court, the Court of Appeals hears all cases appealed from the trial court. The Court of Appeals also reviews decisions and orders of D.C. Government administrative agencies. Final judgments of the Court of Appeals are reviewable by the U.S. Supreme Court.

C.1.3 The Superior Court has five major operating divisions which process civil, criminal, domestic violence, family, probate and tax cases. The Court also operates the juvenile probation function for the District of Columbia, mediation programs and a Crime Victims Compensation Program which provides financial assistance to victims of violent crime and their families.

C.1.4 The Court System provides business support services, including but not limited to capital projects, budget and finance, administrative services, human resources, legal counsel, training, planning, research and development, court reporting, and information technology.

C.1.5 The Information Technology (IT) Division employs staff of about 75 and is responsible for all aspects of business process automation, information systems management, network operations, security auditing, as well as desktop and peripheral support.

C.2 Background of the Business Intelligence Initiative

C.2.1 The Courts' implemented Oracle Business Intelligence Enterprise Edition Plus (OBIEE+) software in 2010 - 2011, and further enhanced and expanded it from 2013 to 2016. The Courts' OBIEE implementation consists of data warehouse based on Oracle Database 11g, Oracle Warehouse Builder 11g, Oracle BI Answers and Oracle BI Publisher, Oracle BI Dashboards. The Courts have completed the design of a data warehouse for multiple data sources, created subject areas, set-up repository definitions, and developed multiple analysis and operational dashboards. The Courts have further enhanced the subject areas for independent analysis, creating dashboards, implementing Publisher reports, and adding more data sources.

C.2.2 The Courts Business Intelligence (BI) Project Team has successfully completed and automated the Courts' enterprise-wide NCSC Reporting requirements, reports for Judicial Case Load Activities, created dashboards for the Multi-Door Dispute Resolution Division, Crime Victims Compensation Program, Interpreters' Office, Jurors' Office, Judge-in-Chambers, Warrants and Defender Services Branch in Budget and Finance Division. The BI Team also created various new Branch Level BI dashboards for the Civil Division to track the staff performance, Branches in the Multi-Door Division, automated the Joint Committee Reports for Budget and Finance and standardized Pending Caseload reporting available via Motions Tracking Dashboard. The Key Performance Indicators (KPIs) data for Civil and Information Technology Divisions and the Operational Dashboards have been completely re-designed. Additional data sources including the Web Transcript Tracking System, Juror Management System, and Onbase data for High Volume Scanning have been loaded to the data warehouse and their associated Subject Areas have been created so that the end-users can do ad-hoc analysis and generate reports.

C.2.3 New Subject Areas like Judgment Information, Diversion Information, Placement Information, Questionnaire Information and Code Information have been added based on end-users' requests for additional analysis. The BI Team continues to work on Court Reporting Division and Special Operations Division Dashboards. Quarterly hands-on BI Authors and BI Consumers trainings have been held, enabling current end-users and new employees to increase their utilization of the BI tools, advance their analytical capabilities and gain meaningful insights by generating reports for their respective divisions.

C.2.4 The Courts are utilizing OBIEE 11.1.1.9 software running on Windows 2008 servers and configured single-sign-on by integrating the environment with the Active Directory. The Court's utilize IBM Rational Clear Case for source code control and SQL Developer for database coding. The Courts utilize agile development methods, based on prototyping and join application design techniques for this and other high visibility projects.

C.2.5 Although the Courts' BI Initiative had made excellent progress in the past few years, there are some new requirements and remaining tasks / deliverables to be accomplished in the upcoming fiscal year.

C.3 **Goal**

C.3.1 The Courts are soliciting competitive proposals from qualified firms ("Offerors") to provide professional services to continue developing and enhancing the enterprise-wide Business Intelligence (BI) solution.

C.3.2 The goals of this engagement, as part of the overall BI initiative, which is led by the Courts' IT Division and the Strategic Management Division, are as follows:

- Ensure strategic alignment of court activities with goals and objectives
- Align budgeting and planning with strategic objectives
- Monitor and track court performance as defined by courtwide performance measures, division-level measures, and employee performance measures.
- Enhance data quality
- Provide actionable information and analysis for decision-making.
- Continue to implement ad-hoc reporting and graphical dashboards
- Support efforts to share data with external agencies and organizations
- Obtain near-real-time reporting as well as data aggregation for refreshes by using data replication
- Provide adequate security and systems controls, e.g., grained-level security and access list controls
- Experience better performance and response time
- Provide stable and reliable environments.
- Reduce the total number of reporting systems and associated licensing/support costs
- Reduce the effort required by the Information Technology (IT) division and business representatives in gathering, compiling and analyzing data and thereby reduce the amount of non-value-added work

C.4 **Scope of Work**

C.4.1 To support the further development and enhancement of the Business Intelligence solution, the Contractor shall successfully and timely deliver the following items:

C.4.1.1 New Data Sources Integrated into Enterprise Data Warehouse. Design Data model, create Oracle Data Integrator (ODI) Extract Transform and Load (ETL) Mappings / process flows and procedures to pull data from the production application systems into the warehouse for the following systems

- Court of Appeals Case Management System - C-Track
- MIP Financial System
- Cherwell Help Desk Ticketing System
- Avaya VoIP Call Center Systems
- Court Smart Courtroom Audio Recording System
- Digital Wills Oracle APEX System
- HR systems (import external reports)
- Financial systems (import external reports)

C.4.1.2 Chief Judges, Executive Officer, and Clerk of the Court Dashboards

- Court of Appeals Chief Judge Dashboard
- Superior Court Chief Judge Dashboard
- Executive Officer Dashboard
- Clerk of the Court Dashboards

C.4.1.3 Operating Divisions Dashboards

- Domestic Violence Unit Dashboard
- Budget and Finance Division Dashboard

C.4.1.4 Technology upgrades and migrations

- Implement Real-time Data replication solution using Shareplex.
- Complete the migration of ETL tool from OWB to ODI, including migration of ETL mappings and developing new process flows
- Migrate OBIEE 11.1.9 to 12c

C.4.2 The Deliverables for all the tasks listed above should include ETL mappings, repository and presentation layer updates that provide Subject Areas for ad-hoc analysis, Dashboards with Division KPIs and related reports.

C.4.3 The deliverables for dashboards development are not in a particular sequence. Depending on which division's requirements complete first, the Courts will direct the Contractor to work on this particular dashboard. Furthermore, the Courts may choose to replace one division's dashboard in this scope of work with another that is not currently listed as a dashboard deliverable.

C.5 Contractor Qualifications

C.5.1 The Contractor shall demonstrate relevant experience with recent projects of similar nature, scope, and size pertaining to providing Business Intelligence professional services, preferable under fixed scope contractual structure, to a Court, federal government agency, local government agency, or to private sector businesses. At a minimum, the Contractor shall demonstrate relevant experience in the following areas:

C.5.1.1 The professional services resources are classified as Oracle Datawarehouse and Business Intelligence Senior Developer /Architect, and shall possess the skill-sets and the experiences below:

- Developing ETL processes using Oracle Warehouse Builder / Oracle Data Integrator – 5 years
- Data Modeling for data warehousing – 5 years
- RPD development using OBIEE – 5 years
- Subject areas design using OBIEE – 5 years
- Ad-hoc reports creating utilizing Oracle BI Answers – 5 years
- Oracle BI Publisher – 5 years
- Designing OBIEE Dashboards – 5 years
- Working with OBIEE OSSM module and utilizing KPIs – 5 years
- Strong communication skills, written and verbal; and be able to work with executive level stakeholders.

C.5.2 The Contractor must screen and provide qualified personnel with proven experience in the discipline required. The screening process must include a criminal background check, as well as verification of education, work history, and references.

C.5.2.1 The Courts will conduct independent interview of the Contractor's candidate(s) as part of the Source Selection Board review process;

C.5.2.2 The Courts reserves the right to perform its own background check in addition to any checks provided by the Contractor.

C.5.3 Corrective Action Plan – The Contractor must have a process for replacing individuals that are not qualified or problematic as determined by the Courts. This corrective action plan will have no cost to the Courts.

C.5.4 Qualified personnel provided by the Contractor must:

C.5.4.1 Follow IT Division's processes and procedures;

C.5.4.2 Turn over source code(s) and documentation to the Courts for each assignment, when applicable.

C.6 Requirements

- C.6.1 The Contractor shall hold weekly status meetings with the Courts' project manager. The meetings shall be used to report on project status, tasks completed for the week, outstanding tasks, tasks scheduled for the coming weeks, issues, delays, and potential risks. The Contractor shall be responsible for capturing and reviewing the minutes of all meetings with the Courts and providing a copy to the Courts' project manager.
- C.6.2 The Contractor shall engage with Information Technology Division (ITD) in order to understand organizational setup, technology setup, and current system capability;
- C.6.3 The Contractor shall work with Information Technology Division (ITD) and Strategic Management Division(SMD) dedicated staff to assess existing requirements, which come in a form of written specifications, early prototypes, meeting notes, and verbal interviews – to identify data sources; design and build data structures and ETL processes, and create mockup screens and wireframes, prior to developing RPDs, dashboards and reports, as listed in the scope of work;
- C.6.4 The Contractor shall confirm with the Information Technology Division the approach, including obtaining and presenting data, on developing RPDs, and building reports and dashboards;
- C.6.5 The Contractor shall independently design subject areas, build RPDs, and develop reports and dashboards, while confirming with the OSM and ITD at various steps that the iteratively developed solution meets the requirements;
- C.6.6 The Contractor shall present together with SMD and ITD, subject areas/RPDs for independent ad-hoc end-user design, dashboards and reports to Courts' executives, and incorporate feedback;
- C.6.7 The Contractor shall provide the Courts with the project documentation identified in Table F.3.1 - Deliverables;
- C.6.8 The Contractor shall provide the Courts with comprehensive data model design and architecture documentation that accurately reflects the final product;
- C.6.9 The Contractor shall complete development of reports and dashboards, train power- and end-users as necessary
- C.6.10 The Contractor shall perform the work on site;
- C.6.11 The Contractor shall provide all items in Section H.6 Contractor Project Staff.

END OF CLAUSE

SECTION D - PACKAGING AND MARKING

(Not applicable to this procurement)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 Inspection of Services

- (a) —Services as used in this clause includes (1) project management; (2) documentation development; (3) system design and development; and (4) the training of Courts power users and end users.
- (b) The Contractor shall provide and maintain documentation of all services provided under this contract. Complete records of all services performed by the Contractor shall be maintained and made available to the Courts during contract performance and for as long afterwards as the contract requires.
- (c) The Contractor shall apply the software development life cycle methodology in order to deliver the requirements in **Section C.4 and Section C.6**.
- (d) The Courts have the right to review and test all services called for by the contract to the extent practicable during the term of the contract. The Courts will perform reviews and tests in a manner that will not unduly delay the work. The Courts will perform system and integration tests, while unit testing and user acceptance testing remains the responsibility of the Contractor.
- (e) If any of the services do not conform to the contract requirements, the Courts may require the Contractor to perform these services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by performance, the Courts may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect value of services performed.
- (f) If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity to contract requirements, the Courts may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by the Courts that is directly related to the performance of such services, or (2) terminate the contract for default.

SECTION F - DELIVERIES AND PERFORMANCE

F.1 Term of Contract:

The term of the contract shall be twelve (12) months from date of award of the contract. The date of award shall be from the date of the Contracting Officer's signature.

F.2 Option To Extend The Term Of The Contract

F.2.1 N/A

F.3 Deliverables:

All deliverables shall be in a form and manner acceptable to the Courts. The Contractor shall complete the tasks and provide to the Contracting Officer Technical Representative (COTR) the deliverables specified below within the designated and/or agreed upon time frames:

F.3.1 - Deliverables Table

CLIN	Deliverable	Format / Method of Delivery	Due Date	To Whom
0001	New Data Sources Integrated into Enterprise Data Warehouse. Design Data model, create Oracle Data Integrator (ODI) ETL Mappings / process flows and procedures to pull data from the production application systems into the warehouse as described in C.1.2.1	Data Model design and documentation for each data source	Baseline One (1) month from date of award	COTR
		ETL Mappings, RPD and presentation layer		COTR
	<ul style="list-style-type: none"> ➤ Court Smart ➤ VoIP / Avaya ➤ MIP 	Data Model design and documentation for each data source	TBD	COTR

		ETL Mappings, RPD and presentation layer		COTR
	<ul style="list-style-type: none"> ➤ Digital Wills ➤ HR ➤ Financial 	Data Model design and documentation for each data source	TBD	COTR
		ETL Mappings, RPD and presentation layer		COTR
	<ul style="list-style-type: none"> ➤ Subject Areas and ad-hoc Analysis for the data sources as per C.4 & C.6 	Subject Areas and Ad-Hoc reports / Dashboard	TBD	COTR
0002	Chief Judges Dashboards	Dashboards	TBD	COTR/ Stakeholders
	Executive Officer Dashboard			
	Clerk of the Court Dashboards			
0003	Operating Division Dashboards	Dashboards	TBD	COTR/ Stakeholders
	<ul style="list-style-type: none"> ➤ Domestic Violence Unit Dashboard ➤ Budget and Finance Division Dashboard 			
0004	Technology Upgrades and migrations Sherplex implementation for Data Replication	Data replication scripts and updated ETL mappings, procedures and	TBD	COTR

		automated jobs		
	OBIEE 12c upgrade and migration	New OBIEE 12c version deployed in production environment	TBD	COTR
	Windows 2012 Server upgrades and Virtualization	BI production server OS upgrade support	TBD	COTR
0005	Training end-users	In-person classroom training support	TBD	COTR

All software deliverables for each Sprint will be tested by the Courts' Testing Team for integration test and UAT. Upon receiving the Testing Team's certification of software deliverable for each Sprint, COTR will sign off the deliverables.

SECTION G -CONTRACT ADMINISTRATION DATA

G.1 Payment/Invoices

G.1.1 The Contractor shall be compensated in the following manner: Contractor shall submit to the Contract Administrator a breakdown of all services performed for review. The Courts will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

G.1.2 The Courts will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 Invoice Submittal

G.2.1 The Contractor shall submit proper invoices as specified in Section G.3 below. Invoices shall be prepared in duplicate and submitted to the Budget and Finance Division with concurrent copies to the COTR specified in Section G.9 below. The address of the Budget and Finance Division is:

**Name: Budget and Finance Division
District of Columbia Courts
616 H Street, NW
6th Floor, Suite 600
Washington, DC 20001**

G.3 To constitute a proper invoice, the Contractor's invoice shall include the following information on the invoice:

- a. Name and address of the Contractor, Federal ID and invoice date and number;
- b. The contract number and Contract Order number;
- c. Description, , price, quantity, and the date(s) that the supplies or services were delivered or performed;
- d. Date the services or supplies were rendered;
- e. Other supporting documentation or information, as required by the Contracting Officer;
- f. Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- g. Name, title, phone number of person preparing the invoice;
- h. Name, title, phone number and mailing address of person (if different from the person identified in g above) to be notified in the event of a defective invoice; and
- i. Authorized signature.

G.4 The Contractor shall submit final invoices within thirty (30) days after the expiration of this contract.

G.5 In addition, the Contractor shall complete **Attachment J.8 - District of Columbia Courts Release of Claims form and submit to the Contracting Officer.**

G.6 Payment

G.6.1 Payment to the Contractor for services satisfactorily performed and accepted by the Courts shall be made by the Courts once the Contractor's certified invoice has been approved by the **COTR**, or in the case of a dispute, subject to final determination by the Contracting Officer.

G.6.2 Payment Schedule

CLIN	Deliverable	Format / Method of Delivery	%	Comment
0001	New Data Sources Integrated into Enterprise Data Warehouse. Design Data model, create Oracle Data Integrator (ODI) ETL Mappings / process flows and procedures to pull data from the production application systems into the warehouse as described in Section C.4: <ul style="list-style-type: none"> ➤ Cherwell ➤ C-Track 	Data Model design and documentation for each data source	5%	
		ETL Mappings, RPD and presentation layer		
	<ul style="list-style-type: none"> ➤ Court Smart ➤ VoIP / Avaya ➤ MIP 	Data Model design and documentation for each data source	10%	
		ETL Mappings, RPD and		

		presentation layer		
	<ul style="list-style-type: none"> ➤ Digital Wills ➤ HR ➤ Financial 	Data Model design and documentation for each data source	10%	
		ETL Mappings, RPD and presentation layer		
	<ul style="list-style-type: none"> ➤ Subject Areas and ad-hoc Analysis for the data sources as per C.4 & C.6 	Subject Areas and Ad-Hoc reports / Dashboard	10%	
0002	Chief Judges Dashboards	Dashboards	15%	
	Executive Office Dashboard			
	Clerk of the Court Dashboards			
0003	Operating Division Dashboards <ul style="list-style-type: none"> ➤ Domestic Violence Division Dashboard 	Dashboards	10%	
	<ul style="list-style-type: none"> ➤ Budget and Finance Division Dashboard 	Dashboards	5%	
0004	Technology Upgrades and migrations Sherplex implementation for Data Replication	Data replication scripts and updated ETL mappings, procedures and automated jobs	10%	

	OBIEE 12c upgrade and migration	New OBIEE 12c version deployed in production environment	10%	
	Windows 2012 Server upgrades and Virtualization	BI production server OS upgrade support	10%	
0005	Training end-users	In-person classroom training support	5%	

G.7 Contracting Officer (CO)

G.7.1 The District of Columbia Superior Court Contracting Officer who has the appropriate contracting authority is the only Courts official authorized to contractually bind the Courts through signing contract documents. The contact information for the Contracting Officer is:

**Louis W. Parker
Administrative Officer
Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 622
Washington, D.C. 20001**

G.8 Authorized Changes by the Contracting Officer

G.8.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.

G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.

G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 Contracting Officer’s Technical Representative (COTR)

G.9.1 The COTR is responsible for general administration of the contract and advising the CO as to the Contractor’s compliance or noncompliance with the contract. The COTR has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

- G.9.1.1 Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
- G.9.1.2 Coordinating site entry for Contractor personnel, if applicable;
- G.9.1.3 Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
- G.9.1.4 Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the Courts _payment provisions; and
- G.9.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

G.9.2 The address and telephone number of the COTR is:

NAME: Vaidehi Koppolu
TITLE: Branch Chief, Business Analysis
DIVISION: Information & Technology
ADDRESS: 410 E Street, NW, Suite LL806
Washington, DC 20001
Office: 202-508-1844
Email: Vaidehi.Koppolu@dcsc.gov

G.9.3 The COTR shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of Courts property, except as specified under the contract.

G.9.4 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the Courts, to take all corrective action necessitated by reason of the unauthorized changes.

END OF CLAUSE

SECTION H - SPECIAL CONTRACTS REQUIREMENTS

H.1 Department of Labor Wage Determination

The Contractor shall be bound by the Wage Determination No. 2015-4281, Revision No. 3, Date of Revision: 04/08/2016, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.10.

The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 27 of the DC Courts General Contract Provisions (J.1). If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.2 Publicity

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

H.3 Disclosure of Information

H.3.1 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.3.2 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.3.3 Each office or employee of the Contractor to whom information may be available or disclosed shall be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions.

H.3.4 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.4 Security Requirements

H.4.1 The requirement for Contractor personnel to obtain a security clearance as designated by the Contracting Officer may arise per District of Columbia Courts security policies and procedures. The District of Columbia Courts will notify the Contractor of all such requirements as soon as practicable.

H.5 Courts' Responsibilities

H.5.1 The Courts' staff will work with the selected Contractor to address any questions and concerns.

H.5.2 The Courts' staff will provide the necessary level of access to the Courts' systems.

H.6 Contractor Project Staff

H.6.1 The Contractor shall not change key Contractor staff (for this solicitation's project team) unless such replacement is necessary due to sickness, death, termination of employment, or unpaid leave of absence. Any such changes shall require formal written notice to the Courts. Replacement project staff shall have comparable or greater skills with regard to performance of the project as the staff being replaced and be subject to the provisions of this RFP and any resulting contract.

The Courts reserves the right to require removal or reassignment of the Contractor's project staff found unacceptable.

The Courts may conduct reference checks—and will conduct background checks (See H.4)—on the Contractor's project staff. The Courts reserves the right to reject the Contractor's staff as a result of such reference and background checks.

Notwithstanding anything to the contrary, the Courts shall have the option to terminate the contract, at its discretion, if it is dissatisfied with the Contractor's replacement project staff.

END OF CLAUSE

PART II

SECTION I - CONTRACT CLAUSES

I.1 Applicability of General Provisions Applicable to the D.C. Courts Contracts

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

I.2 Contracts that Cross Fiscal Years

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 Confidentiality of Information

The Contractor shall keep all information relating to any employee or customer of the Courts in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the Courts and federal laws governing the confidentiality of records.

I.4 Time

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 Rights In Data

I.5.1 —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 or pricing, or management information.

I.5.2 The term —Technical Data, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and

computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.5.3 The term —Computer Software^l, as used herein means computer programs and computer databases. —Computer Programs^l, as used herein means 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, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5 All data first produced in the performance of this Contract shall be the sole property of the Courts. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the Courts under this Contract, are works made for hire and are the sole property of the Courts; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the Courts the ownership of copyright in such works, whether published or unpublished. 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 in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the Courts until such time as the Courts may have released such data to the public.
- I.5.6 The Courts will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired,

including use at any Courts installation to which the computer may be transferred by the Courts;

- I.5.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
 - I.5.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.5.7 The restricted rights set forth in section I.5.6 are of no effect unless
- (i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____ with _____ ; and
(Insert Contractor's Name)

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the Courts' rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the Courts of liability with respect to such unmarked software.
- I.5.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the Courts a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the Courts under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the Courts under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the Courts any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the

subcontract, without alteration, and no other clause shall be used to enlarge or diminish the Courts' or the Contractor's rights in that subcontractor data or computer software which is required for the Courts.

- I.5.10 For all computer software furnished to the Courts with the rights specified in Section I.5.5, the Contractor shall furnish to the Courts, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the Courts with the restricted rights specified in Section I.5.6, the Courts, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the Courts under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.5.11 The Contractor shall indemnify and save and hold harmless the Courts, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.5.12 Nothing contained in this clause shall imply a license to the Courts under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the Courts under any patent.
- I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the Courts and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

I.6 Other Contractors

The Contractor shall not commit or permit any act that will interfere with the performance of work by another Courts contractor or by any Courts employee.

I.7 Subcontracts

None of the Contractor's work or services hereunder may be subcontracted by the Contractor to any subcontractor without the prior, written consent of the Contracting

Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement which the Courts shall have the rights to review and approve prior to its execution. Notwithstanding any such subcontractor approved by the Court, the Contractor shall remain liable to the Courts for all contractors' work and services required hereunder.

I.8 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.9 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.10 Laws and Regulations

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

I.11 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) which will be incorporated into any contract awarded. The Contractor agrees to comply with requests from the Courts to support the Contractor's adherence to this section.

I.12 Examination of Books and Records

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

I.13 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.14 Insurance

I.14.1 **General Requirements:** Prior to execution of the contract, the Contractor shall obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the insurance specified below with an insurance company licensed or qualified to do business with the District of Columbia Courts. **All insurance shall set forth the District of Columbia Courts as an additional insured. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with Ten (10) days prior written notice in the event of non-payment of premium. The Contractor must submit to the Contracting Officer a certificate of insurance as evidence of compliance within ten (10) calendar days after request.**

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia Courts as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia Courts, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the Courts of Columbia or the jurisdiction in which the contract is performed.
4. Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

I.14.2 **Duration:** The Contractor shall carry all required insurance until all contract work is accepted by the Courts, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for

five (5) years following final acceptance of the work performed under this contract.

- I.14.3 **Liability:** These are the required minimum insurance requirements established by the Courts. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- I.14.4 **Contractor's Property:** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia Courts.
- I.14.5 **Measure of Payment:** The Courts shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- I.14.6 **Notification:** The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- I.14.7 **Certificates of Insurance.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Louis W. Parker
Contracting Officer
Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 622
Washington, D.C. 20001
Louis.Parker@dcsc.gov

- I.14.8 **Disclosure of Information.** The Contractor agrees that the Courts may disclose the name and contact information of its insurers to any third party which presents a claim against the Courts for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.
- I.15 **Cancellation Ceiling**
- I.15.1 In the event of cancellation of the contract because of non-appropriation for any fiscal year after fiscal year 2016, 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.16 Order of Precedence

I.16.1 The contract awarded as a result of this RFP will contain the following clause:

I.16.1.1 Order of Precedence

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) DC Courts General Contract Provisions
- (4) Contract attachments other than the General Contract Provisions
- (5) RFP, as amended
- (6) BAFOs (in order of most recent to earliest)
- (7) Proposal

I.17 Governing Law

This contract, and any disputes arising out of or related to this contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

END OF CLAUSE

LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

- J.1 General Provisions Applicable to D.C. Courts Contracts**
- 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 District of Columbia Courts Release of Claims**
- J.9 Past Performance Evaluation Form**
- J.10 Wage Determination**

REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 Walsh-Healy Act

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

(a) Regular Dealer

- The Offeror is a Regular Dealer pursuant to Clause 28 of the District of Columbia Courts General Contract Provisions.
- The Offeror is not a Regular Dealer pursuant to Clause 28 of the District of Columbia Courts General Contract Provisions.

(b) Manufacturer

- The Offeror is a Manufacturer pursuant to Clause 28 of the District of Columbia Courts General Contract Provisions.
- The Offeror is not a Manufacturer pursuant to Clause 28 of the District of Columbia Courts General Contract Provisions.

K.2 Buy American Certification

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

EXCLUDED END PRODUCTS

COUNTRY OR ORIGIN

K.3 Officers Not To Benefit Certification

Each Offeror shall check one of the following:

- ____(a) No person listed in Clause 21 of the District of Columbia Courts General

Contract Provisions will benefit from this contract.

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

K.4 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 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.

K.5 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.

K.6 Payment Identification Number

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

Please list below applicable vendor information:

Federal Tax Identification Number: _____

Or

Social Security Number: _____

Dun and Bradstreet Number: _____

Legal Name of Entity Assigned this Number: _____

Street Address and/or Mailing Address: _____

City, State, and Zip Code: _____

Type of Business: _____

Telephone Number: _____

Fax Number: _____

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.

K.7 Tax Certification

Each Offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.6.

END OF CLAUSE

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 Contract Award

L.1.1 Most Advantageous to the Courts

The Courts intends to award a single contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Courts, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 Initial Offers

The Courts 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 cost or price, technical and other factors.

L.2 Proposal Form, Organization and Content

One original and five (5) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. The Offeror shall conspicuously mark on the outside of the proposal package the name and address of the Offeror and the following:

Solicitation Number: DCSC-16-RP-0075

Caption: "Business Intelligence Professional Services"

Proposal Due Date & Time: September 13, 2016, 2:00 p.m., EST

Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The Offeror shall respond to each factor in a way that will allow the Courts to evaluate the Offeror's response. The Offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested below for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the Offeror proposes to fully meet the requirements in Section C.

L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.3.1 Proposal Submission

Proposals must be submitted no later than 2:00 pm, September 13, 2016. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated Courts office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- (a) The proposal or modification was sent by registered or certified mail not later than the 5th day before the date specified for receipt of offers;
- (b) The proposal or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the Courts, or
- (c) The proposal is the only proposal received.

L.3.2 Withdrawal or Modification of Proposals

An Offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date and time for receipt of proposals.

L.3.3 Postmarks

The only acceptable evidence to establish the date of a late proposal, 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 proposal, modification or request for 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 on the postmark, the proposal shall be considered late unless the Offeror can furnish evidence from the postal authorities of timely mailing.

L.3.4 **Late Modifications**

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

L.3.5 **Late Proposals**

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

L.4 **Explanation to Prospective Offerors**

If a prospective Offeror has any questions relating to this solicitation, the prospective Offeror shall submit the question in writing to Toshia Jackson, Contract Specialist at toshia.jackson@dsc.gov. The prospective Offeror shall submit questions no later than 2:00 p.m., August 30, 2016. The Courts will not consider any questions received after this date and time. The Courts will furnish responses promptly to all prospective Offerors. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective Offeror. **The Courts will post all amendments and responses to offerors questions in the DC Courts and the Federal Business Opportunities Websites at www.dccourts.gov/dccourts/courtsystem/procurement.jsp and www.fedbizopps.gov. Oral explanations or instructions given Courts officials before the award of the contract will not be binding.**

L.5 **Failure to Submit Offers**

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the CO, identified on section G.7, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the CO of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the CO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.6 **Restriction on Disclosure and Use of Data**

L.6.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the Courts except for use in the procurement process shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the Courts and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If, however, a contract is awarded to this Offeror as a result of or in connection with the submission of this data, the Courts will have the right to duplicate, use, or disclose the data to the extent consistent with the Courts' needs in the procurement process. This restriction does not limit the Courts' rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

L.6.2 Mark each sheet of data it wishes to restrict with the following legend:

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

L.7 **Proposals with Option Years**

N/A

L.8 **Proposal Protests**

L.8.1 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 622
Washington, D.C. 20001**

L.8.2 A protest shall include the following:

L.8.2.1 Name, address and telephone number of the protester;

L.8.2.2 Solicitation or contract number;

L.8.2.3 Detailed statement of the legal and factual grounds for the protest, including copies of relevant documents;

L.8.2.4 Request for a ruling by the Contracting Officer; and

L.8.2.5 Statement as to the form of relief requested.

L.9 Signing of Offers

The Offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.10 Unnecessarily Elaborate Proposals

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the Offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L.11 Retention of Proposals

All proposal documents will be the property of the Courts and retained by the Courts, and therefore will not be returned to the Offerors.

L.12 Proposal Costs

The Courts is not liable for any costs incurred by the Offerors in submitting proposals in response to this solicitation.

L.14 Certificates of Insurance

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in Section I.14 to:

Louis W. Parker
Contracting Officer
Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 622
Washington, D.C. 20001
Louis.Parker@dcsc.gov

L.15 Acknowledgment of Amendments

The Offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter, telegram or e-mail from an authorized negotiator. The Courts must receive the acknowledgment by the date and time specified for receipt of proposals. An Offeror's failure to acknowledge an amendment may result in rejection of its offer.

L.16 Final Proposal Revisions (FPR)

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. However, 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 at the designated date and time. If any modification is submitted, it must be received by the date and time specified and is subject to the "Late Submissions, Modifications and Withdrawals of Proposals" provisions of this solicitation. After receipt of Final Proposal Revisions, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the Courts best interest to do so. If discussions are reopened, the Contracting Officer shall issue an additional request for Final Proposal Revisions to all Offerors still within the competitive range.

L.17 Familiarization with Conditions

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.18 Offerors may submit Proposals either by mail or by hand delivery/courier services.

L.18.1 Offerors submitting their proposals by Mail must mail their proposals to the following address:

District of Columbia Courts
Administrative Services Division
Procurement and Contracts Branch
Attn: Toshia Jackson, Contract Specialist
616 H Street, N.W., Suite 622
Washington, D.C. 20001

L.18.2 Offerors submitting their proposals by Hand Delivery/Courier services must hand deliver their proposals to the following address:

District of Columbia Courts
Administrative Services Division
Procurement and Contracts Branch
Attn: Toshia Jackson, Contract Specialist
701 7th Street, N.W., Suite 622
Washington, D.C. 20001

L.19 **Technical and Price Proposals Format and Content**

L.19.1 Volume I - Technical Proposal shall be comprised of the following tabs:

Tab	Section
A	General Information
B	Technical Approach
C	Section C – Credentials/Resumes
D	Past Performance

L. 19.1.1 **Volume 1 - Tab A – General Information**

In this section (Tab A) of the proposal, the Offeror shall provide a brief description of its organization to include:

1. Brief history of the Company;
2. Name, Address, Telephone Number and DUNS and Federal ID Numbers of the Offeror;

3. If the Offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements; and
4. Name, Address, email and current phone number of Offeror's contact person.
5. A copy of each District of Columbia license, registration or certification that the Offeror is required by law to obtain. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements.

L.19.1.2 **Volume I - Tab B - Technical Approach (See Section M.2.1)**

Five (5) pages 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 five (5) pages limit will not be considered. The Offeror shall provide a **comprehensive plan to accomplish the work described in Section "C" - Description/Specifications/Statement of Work**. This shall, at a minimum, include:

1. Overall understanding of the RFP requirements.
2. The Feasibility of the proposed approach and the method of which implementation, including tasks, timeline, and management, accountability and expected deliverables.
3. A comprehensive list of project tasks and deliverables.
4. Clearly defined project responsibilities and accountability.

L.19.1.3 **Volume I - Tab C – Section C – Credentials/Resumes (See Section M.2.2)**

The Offeror's proposed staffing, as a team, shall demonstrate, at a minimum, relevant experience with recent projects of similar nature. Resumes of proposed resources shall be included.

Any additional relevant information.

L.19.1.4 **Volume I - Tab D – Past Performance (See Section M.2.3)**

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:

Provide a brief description of past performance on contracts for furnishing software development professional services for a Court, federal government agency, local government agency, or to private sector businesses, inclusive of dates, contract amount, address and telephone number of the contract administrator.

Three (3) references to include information about previously performed Courts or federal or private contracts providing similar and/or like services, inclusive of dates, contract amount, address and telephone number of the contract administrator. **Each reference shall be submitted on the Past Performance Evaluation Form (Attachment J.9) and shall address client's satisfaction with Offeror's performance and deliverables on similar services.**

Past Performance Evaluation Form (Attachment J.9) will be used to query previous customers regarding Offerors past performance on contracts. Offerors shall assure that customers listed in the proposal complete and sign the 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, timeliness of performance, cost control business relations and customer satisfaction.

Past performance information will be used for responsibility determination. The Courts will focus on information that demonstrates quality of performance relative to the similarity of scope, magnitude and complexity to that detailed in the RFP.

The Courts 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.20 Volume II – Price Proposal shall be comprised of the following tabs:

Tab	Section
A	Price Information
B	Certification Forms
C	Other Considerations

L.20.1 Volume II – Tab A - Price Proposal

L.20.1.1 A separately bound price proposal must be submitted using the format provided in **Section B.5** of this RFP.

L.20.1.2 The Price Proposal shall be comprised of the following Section(s):

L.20.1.2.1 **Price/Cost Schedule (Section B.5).**

L.20.2 Volume II - Tab B – Certification Information

L.20.2.1 Offerors shall complete and return with their proposal the Representations, Certifications and Acknowledgments (Page 31-33) and Anti-Collusion Statement (Attachment J.2), Ethics in Public Contracting (Attachment J.3), Non-Discrimination (Attachment J.4), Certification of Eligibility (Attachment J.5), Tax Certification Affidavit (Attachment J.6), Certification Regarding A Drug-Free Workplace (Attachment J.7) and Past Performance Evaluation Forms (Attachment J.9)

L.20.3 Volume II - Tab C - Disclosure

L.20.3.1 Other Considerations shall contain any assumptions, conditions, or exceptions (technical, price, or otherwise) by the Offeror upon which the proposal is based to include the rationale for the assumption, condition, or exception and other general information. If the Offeror has no assumptions, conditions, or exceptions, state so.

L.20.3.2 Disclosure details of any legal action or litigation past or pending against the Offeror.

L.20.3.3 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.

L.21 Acceptance Period

- L.21.1 The Offeror agrees, if its offer is accepted within one hundred twenty (120) days from the date specified in this solicitation for the submission of proposals, or if its 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.

END OF CLAUSE

PART V

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 evaluations factors are listed 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.

M.2 Evaluation Criteria

M.2.1 Technical Approach (Refer to Section L.20.1.2) 0-45 points

M.2.1.1 The technical approach will be evaluated on the extent to which the proposed technical solutions will result in high quality services and deliverables that will meet the Courts goals set forth in this solicitation to include:

- a. Demonstrating an overall understanding of the RFP requirements;
- b. Providing a comprehensive list of project tasks and deliverables, with estimated start and finish dates;
- c. Clearly defining project responsibilities and accountability;
- d. Translating the requirements described in **Section C.4 and Section C.6** into actionable items;
- e. Designing, developing, documenting, and testing proposed products.

M.2.2 Section C – Credentials/resumes 0-40 points

M.2.2.1 The Offeror shall include credentials/resumes which clearly outline the resources skills & experiences:

Refer to Section C.5 in its entirety.

M.2.3 Past Performance 0-15 points

M.2.3.1 The Courts will evaluate the Offerors past performance on the basis of its reputation for the following:

The product & services have been provided in contracts of equal or larger size providing similar and or like services, with successful problem resolution and delivery of each phase of the implementation and integration on time and within budget.

Using Attachment J.9, three (3) letters of reference to the Courts to include information about previously performed District or Federal or private entity contracts of equal or larger size providing similar and/or like services, inclusive of dates of contract. Each reference shall address:

- a) adhering to standards of good workmanship, including the technical, business, and administrative aspects of performance;
- b) timely and reliable service delivery, adhering to work schedules, response times, and deadlines;
- c) demonstrating a commitment to customer satisfaction; and
- d) positive working attitude.

M.2.4 Total Points (100 Points Maximum)

M.3 Price Proposal Evaluation

M.3.1 The Courts will not rate or score price, but will evaluate each Offeror's price proposal for realism, reasonableness, and completeness. This evaluation will reflect the Offerors understanding of the solicitation requirements and the validity of the Offeror's approach to performing the work. Alternative price proposals, if considered by the Courts will be evaluated on contract type risk, potential savings, other advantages or disadvantages to the Courts, and the discretion of the government.

M.3.2 Realism: The Courts will evaluate the realism of the proposed price by assessing the compatibility of proposed price with proposal scope and effect. In 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)?

M.3.3 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:

- e. Is the proposed price(s) (for Section B – Supplies or Services and Price/Cost) comparable to the independent Courts cost estimate?
- f. 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 Offeror's technical and management approach?
- g. Are the proposed price(s) for hardware and software comparable to competitor's prices under this solicitation?
- h. Are the proposed price(s) for installing hardware and software comparable to Competitor's prices under this solicitation?
- i. Are the proposed price(s) for warranty and customer support comparable to Competitor's prices under this solicitation?

M.3.4 Completeness: In evaluating completeness, the Courts will determine if the Offeror's provides 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:

- j. Do the proposed prices include all price elements the Offeror is likely to incur in performing the effort?
- k. Are proposed prices traceable to requirements?
- l. Do proposed prices account for all requirements?
- m. Are all proposed prices supported with adequate data to permit a thorough evaluation?

M.4 Evaluation of Prompt Payment Discount

- M.4.1 Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the Courts if payment is made within the discount period specified by the Offeror.
- M.4.2 In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the Courts, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Courts check.

M.5 Prospective Contractor's Responsibility

- M.5.1 In order to receive an award under this RFP, the Court's Contracting Officer must determine that the prospective contractor has the capability in all respects to perform fully the contract requirements. To be deemed responsible, a prospective contractor must establish that it has:
- M.5.1.1 Financial resources adequate to perform the contract, or the ability to obtain them;
 - M.5.1.2 Ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
 - M.5.1.3 A satisfactory record of performance;
 - M.5.1.4 The necessary organization, experience, accounting and operational control, and technical skills, or the ability to obtain them;
 - M.5.1.5 Compliance with the applicable Courts licensing, tax laws, and regulations;
 - M.5.1.6 The necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and
 - M.5.1.7 Other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- M.5.2 The Courts reserves the right to request from a prospective contractor information necessary to determine the prospective contractor's responsibility. Information is to be submitted upon the request of the Courts within the time specified in the request.

Failure of an Offeror to comply with a request for information may subject the Offeror's proposal to rejection on responsibility grounds. If a prospective contractor fails to supply the requested information, the Court's Contracting Officer shall make the determination of responsibility or non-responsibility based on available information. If the available information is insufficient to make a determination of non-responsibility, the Court's Contracting Officer shall determine the Offeror to be non-responsible.

END OF CLAUSE