

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

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

**DATE ISSUED:** September 9, 2013

**OPENING DATE:** \_\_\_\_\_

**OPENING TIME:** \_\_\_\_\_

**CLOSING DATE:** September 23, 2013

**CLOSING TIME:** 12:00 Noon

**SOLICITATION NUMBER:** DCSC-13-RP-0037

**OFFER/BID FOR:** Business Intelligence Professional Services

**MARKET TYPE:** OPEN MARKET

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

|   |   |           |       |        |  |
|---|---|-----------|-------|--------|--|
| The undersigned offers and agrees that, with respect to all terms and conditions accepted by the District of Columbia Courts under “AWARD” below, this offer and the provisions of the RFP/IFB will constitute a Formal Contract. |   |           |       |        |  |
| <p style="text-align: center;"><b>OFFEROR</b></p> <p>Name:</p> <p>Street:</p> <p>City, State:</p> <p>Zip Code:</p> <p>Area Code &amp; Telephone Number:</p>   | <p>Name and title of Person Authorized to Sign Offer:<br/>(Type or Print)</p>   |           |       |        |  |
|   | <table border="1"> <tr> <td>Signature</td> <td>Date:</td> </tr> <tr> <td style="text-align: center;">(Seal)</td> <td></td> </tr> </table> | Signature | Date: | (Seal) |  |
|   | Signature   | Date:     |       |        |  |
| (Seal)  |   |           |       |        |  |
| <p>Impress Corporate Seal</p> <p>Corporate (Secretary) _____ (Seal) (Attest)</p>  |   |           |       |        |  |

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

|                                     |                       |
|-------------------------------------|-----------------------|
| CONTRACT NO. _____                  | AWARD AMOUNT \$ _____ |
| ACCEPTED AS TO THE FOLLOWING ITEMS: |                       |
| _____                               |                       |
| DISTRICT OF COLUMBIA COURTS         |                       |
| BY: _____                           |                       |
| CONTRACTING OFFICER                 |                       |
| CONTRACT PERIOD: _____              | _____                 |
| AWARD DATE                          |                       |

All written communications regarding this solicitation should be addressed to the Contracting Officer and should be directed by e-mail to Maribel Torres, Senior Contract Specialist at [maribel.torres@dcsc.gov](mailto:maribel.torres@dcsc.gov) .

This solicitation is an Open Market solicitation.

**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:

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

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

**2. WALSH-HEALY ACT**

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

(a) Regular Dealer

- ( ) The 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.

**3. 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

---

**4. 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.

**5. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

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

**6. 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.

**7. PAYMENT IDENTIFICATION NO.**

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.**

**PART I**

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

- B.1 The District of Columbia Courts (The Courts) are seeking a qualified Contractor to provide: software development professional services to further enhance Courts’ enterprise business intelligence solution.
- B.2 The Courts intends to award a labor hour contract with fixed hourly rates as a result of this solicitation.
- B.3 The Offeror shall submit a price for the services specified below and in accordance with Section C, Description/Specification/Work Statement, of this Request For Proposals (RFP).

**B.4 CONTRACT PRICE:**

**B.4.1 BASE YEAR**

| <b>Contract Line Item No. (CLIN)</b> | <b>Item/Service Description</b>   | <b>Estimated Hours</b> | <b>Hourly Rate</b> | <b>Extended Price</b> |
|--------------------------------------|---|------------------------|--------------------|-----------------------|
| <b>0001</b>                          | <i>Oracle Datawarehouse and Business Intelligence Senior Developer /Architect 1</i> | <b>2000</b>            | <b>\$</b>          | <b>\$</b>             |
| <b>0002</b>                          | <i>Oracle Datawarehouse and Business Intelligence Senior Developer /Architect 2</i> | <b>2000</b>            | <b>\$</b>          | <b>\$</b>             |
| <b>TOTAL BASE YEAR</b>               |   | <b>4000</b>            | <b>\$</b>          | <b>\$</b>             |

**B.4.2 Option Year One:**

| <b>Contract Line Item No. (CLIN)</b> | <b>Item/Service Description</b>   | <b>Estimated Hours</b> | <b>Hourly Rate</b> | <b>Extended Price</b> |
|--------------------------------------|---|------------------------|--------------------|-----------------------|
| <b>1001</b>                          | <i>Oracle Datawarehouse and Business Intelligence Senior Developer /Architect 1</i> | <b>2000</b>            | \$                 | \$                    |
| <b>1002</b>                          | <i>Oracle Datawarehouse and Business Intelligence Senior Developer /Architect 2</i> | <b>2000</b>            | \$                 | \$                    |
| <b>TOTAL OPTION YEAR ONE</b>         |   | <b>4000</b>            | \$                 | \$                    |

**B.5 PROGRAM BACKGROUND:**

**B.5.1 OVERVIEW OF DC COURTS**

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.

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.

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 Crime Victims Compensation Program which provides financial assistance to victims of violent crime and their families.

The Court System provides business support services, including but not limited to capital

projects, budget and finance, administrative services, human resources, legal counsel, training, research and development, court reporting, and information technology.

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.

## **B.5.2 BACKGROUND**

The Courts' has implemented Oracle Business Intelligence Enterprise Edition Plus (OBIEE+) software in 2010 - 2011, and further enhanced and expanded it in 2012 - 2013. Courts' OBIEE implementation consists of data warehouse based on Oracle Database 11g, Oracle Warehouse Builder, Oracle BI Answers, Oracle BI Publisher, Oracle BI Dashboards, and Oracle Scorecard and Strategy Management Module. Courts' have completed designing data warehouse for multiple data sources, created business areas, set-up repository definitions, and developed multiple analysis. The Courts are in the process of enhancing subject areas for independent analysis, creating dashboards, setting up the scorecard, implementing Publisher reports, and adding more data sources.

The Courts are utilizing OBIEE 11.1.1.7 software running on Windows servers and is in process of configuring 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.

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

### **C.1 STATEMENT OF WORK**

#### **C.1.1 GOAL**

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.

The goals of this engagement, as part of the overall BI initiative, which is led by the Courts’ IT Division as chartered by the Office for Strategic Management, 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 court wide performance measures, individual division measures (Management Action Plan [MAP] measures), and employee performance measures.
- Enhance data quality
- Provide actionable information and analysis for decision-making.
- 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 at periodic rates
- 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.1.2 SCOPE OF WORK

To support the further development and enhancement of the Business Intelligence solution, the Contractor shall provide two (2) professional services resources for five (5) days per week for a period of one (1) year. The contract hours will not exceed four thousand (4,000) labor hours.

The professional services resources, further defined in section C.1.2.1, will work to successfully and timely deliver the following items:

- Analyze requirements for new Subject Areas
- Redesign Case Management Subject Areas
  - Complete technical architecture
  - Design and automate ETL process
  - Develop data model and RPD's
  - Generate ad-hoc reports per initial requirements
  - Train power users in building new ad-hoc reports
- Build dashboards with scorecard & KPIs
  - Divisional Dashboards
  - Judicial Dashboards
  - Executive Dashboards
  - Share case management and other subject areas in order to populate KPI actuals
- Support and improve authentication and authorization setup
  - Active Directory integration
  - Single Sign-on stabilization
  - Groups / Roles definition and deployment
- Completely automate monthly and daily ETL Process
- Support automation of the generation and posting of all monthly PM and exception reports
- Setup automatic notification process for each division
- Create OWB ETL process for non-case management applications: WVS, YAS, and others.
- Support optimization of OWB and its migration to a production server
- Support setting up of stable and reliable production and development / testing environments.
- Support migration of Data Warehouse and Staging to new server

- Analyze and resolve gaps in the Performance Measure Reports and the Case Load Inventory Reports

This list consists of (1) brand new items, which are not a part of the existing effort, (2) improvement on the items which were a part of prior efforts, (3) completion of the existing effort items.

All items shall be delivered in conjunction with Courts' IT staff and following the established process:

1. Engage with Information Technology Division (ITD) in order to understand organizational setup, technology setup, and current system capability;
2. Work with Information Technology Division (ITD) and Office for Strategic Management (OSM) 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 needed;
3. Confirm with the Information Technology Division the approach, including obtaining and presenting data, on developing RPDs, and building reports and dashboards;
4. 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;
5. Present, together with OSM and ITD, subject areas/RPDs for independent ad-hoc end-user design, dashboards and reports to Courts' executives, and incorporate feedback;
6. Complete development of reports and dashboards, train power- and end-users as necessary.
7. The Court shall fully and exclusively own the delivered source code and all corresponding configuration files and schemas. The Contractor shall not retain a copy of the source code or any other component of this custom solution.

### C.1.2.1 CONTRACT STAFFING

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 – 5 years
- Data Modeling using OBIEE – 5 years
- RPD development – 5 years
- Subject areas design – 5 years
- Ad-hoc reports creating utilizing Oracle Answers – 5 years
- BI Publisher – 5 years
- Designing Oracle Dashboards – 5 years
- Working with OBIEE OSSM module and utilizing KPIs – 5 years

Furthermore, the resources shall possess strong communication skills, written and verbal; and be able to work with executive level stakeholders.

**All work is to be performed onsite.**

Workspace with desktop computers and telephones will be provided by the Courts.

### C.1.2.2 COMPLETION CRITERIA

The Courts' COTR identified below in **Section G.5.2** will lead review of the deliverables detailed in **Section C.1.2**. The deliverable is not considered completed until review and signoff by the COTR. Overall, the review will ensure that the following criterion has been met by the Contractor:

1. Functional and technical requirements compliance and integration, and stress acceptance testing at the unit, system, and integration levels has been satisfactorily completed for each component;
2. Source code and documentation has been provided and IT staff has been mentored on how to maintain and update the system;
3. Power- and end-users are trained and the business solution is accepted.

This contract is not complete until all deliverables are accepted and signed off by the COTR.

**SECTION D - PACKAGING AND MARKETING**

This section is not applicable to this solicitation.

## SECTION E - INSPECTION AND ACCEPTANCE

### E.1 Inspection Of Services.

- (a) “Services” as used in this clause includes Business Intelligence professional services including design, requirements conformity, and source code; (3) all appropriate technical documentation; (3) knowledge sharing with the Courts’ IT staff, and/or training as appropriate.
- (b) The Contractor shall provide and maintain documentation of all services provided under this contract. Complete records of all services performed by the Contractor shall be maintained and made available to the Courts during contract performance and for as long afterwards as the contract requires.
- (c) The Courts have the right to review and test all services called for by the contract to the extent practicable during the term of the contract. The Courts will perform reviews and tests in a manner that will not unduly delay the work. The Courts will perform user acceptance test only, while unit, system, and integration testing remains responsibility of the Contractor.
- (d) If any of the services do not conform to the contract requirements, the Courts may require the Contractor to perform these services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by performance, the Courts may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect value of services performed.
- (e) If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity to contract requirements, the Courts may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by the Courts that is directly related to the performance of such services, or (2) terminate the contract for default.

## **SECTION F - DELIVERIES AND PERFORMANCE**

### **F.1 Term of Contract.**

The term of this contract exists for the duration of the period of performance as described in **Section F.4**, and shall not exceed **twelve (12) month from the date of award**. The date of award shall be the date the Contracting Officer signs the contract document.

### **F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT**

F.2.1 The Superior Court of the District of Columbia may extend the term of this contract for a period of one (1) *year*, option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the Superior Court of the District of Columbia will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the Superior Court of the District of Columbia to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.2.2 If the Superior Court of the District of Columbia exercises this option, the extended contract shall be considered to include this option provision.

F.2.3 The price for the option period shall be as specified in the contract.

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed two (2) years.

### **F.3 Deliverables.**

All Deliverables shall be in a form and manner acceptable to the Courts. The Contractor shall provide to the **Contracting Officer's Technical Representative (COTR)** the deliverables specified in section C.1.2 within the time frames agreed by the COTR.

#### F.4 **Period of Performance**

It is anticipated that the professional services will be required for the duration of twelve (12) **months**.

The Contractor shall be fully prepared and capable of performing the requirements of the contract, including on boarding of both resources, within **fourteen (14) days** from the date of a signed contract and receipt of the approved contract order.

The Contractor shall contact the COTR in order to schedule project kick-off meeting immediately upon award of the contract.

**SECTION G -CONTRACT ADMINISTRATION DATA**

**G.1 Payment/Invoices.**

The Contractor shall be compensated upon completion and the Courts acceptance of the work in the following manner:

| Payment/Invoice | Service Description           | Payment/Invoice per Service | Payment/Invoice Schedule |
|-----------------|-------------------------------|-----------------------------|--------------------------|
| 1               | CLIN0001/CLIN0002<br>Month 1  | Hours expanded              | Monthly                  |
| 2               | CLIN0001/CLIN0002<br>Month 2  | Hours expanded              | Monthly                  |
| 3               | CLIN0001/CLIN0002<br>Month 3  | Hours expanded              | Monthly                  |
| 4               | CLIN0001/CLIN0002<br>Month 4  | Hours expanded              | Monthly                  |
| 5               | CLIN0001/CLIN0002<br>Month 5  | Hours expanded              | Monthly                  |
| 6               | CLIN0001/CLIN0002<br>Month 6  | Hours expanded              | Monthly                  |
| 7               | CLIN0001/CLIN0002<br>Month 7  | Hours expanded              | Monthly                  |
| 8               | CLIN0001/CLIN0002<br>Month 8  | Hours expanded              | Monthly                  |
| 9               | CLIN0001/CLIN0002<br>Month 9  | Hours expanded              | Monthly                  |
| 10              | CLIN0001/CLIN0002<br>Month 10 | Hours expanded              | Monthly                  |
| 11              | CLIN0001/CLIN0002<br>Month 11 | Hours expanded              | Monthly                  |
| 12              | CLIN0001/CLIN0002<br>Month 12 | Hours expanded              | Monthly                  |

All offerors must submit pricing per **Section L.2.3**.

G.1.1 The Contractor shall prepare invoices and submit them according to the provided procedures. The COTR shall review each invoice for certification of receipt of satisfactory services prior to authorization of payment. Payments shall be made within 30 days after receipt and approval of invoices.

G.1.2 At a minimum, to constitute a proper invoice, the Contractor's invoice shall include the following information:

- a. Name and address of the Contractor;
- b. The contract number and Contract Order number;
- c. Invoice date;
- d. Description, quantity, unit of measure, and extended price of the services or supplies actually rendered;
- e. Date the services or supplies were rendered;
- f. Shipping & payment terms;
- g. Name and address of the Contractor official to whom payment is to be sent;
- h. Name, title, phone number, and mailing address of person to be notified in the event of a defective invoice;
- i. The Contractor's Electronic Fund Transfer (EFT) routing identification (bank name and code, account number) or the Contractor's complete remittance or check mailing address, including the name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent; and
- j. Signature of a person so authorized to certify that the services or supplies were provided as stated.

G.1.3 The Contractor shall submit final invoices within thirty (30) days after the expiration of this contract.

G.1.4 In addition, the Contractor shall complete **Attachment J.8 - District of Columbia Courts Release of Claims form and submit to the Contracting Officer.**

G.2. **Payment Office.**

G.2.1 The Contractor shall prepare and submit invoices to:

Accounting Supervisor  
Financial Operations Division  
Courts  
616 H Street, N.W., Suite 600  
Washington, D.C. 20001  
202-879-2813

G.3 **Billing/Payment.**

G.3.1 Payment to the Contractor for services satisfactorily performed 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.4 **Audits.**

G.4.1 At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor's invoices or vouchers and statements of costs audited. Any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the Courts and a discrepancy of overpayment is found, the Courts shall be reimbursed for said overpayment within thirty (30) days after written notification.

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

G.5.1 **Contracting Officer.** The District of Columbia Courts' Contracting Officer who has the appropriate contracting authority is the only Courts official authorized to contractually bind the Courts through signing contract documents. All correspondence to the Contracting Officer shall be forwarded to:

Louis W. Parker  
Administrative Officer  
Administrative Services Division  
District of Columbia Courts  
616 H Street, N.W., Suite 622  
Washington, D.C. 20001  
Telephone Number: (202) 879-2803  
Facsimile Number: (202) 879-2835

G.5.2 **Contracting Officer's Technical Representative (COTR):** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's performance or non-performance of the contract requirements. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract. The COTR shall be:

Vaidehi Kopollu  
Project Manager  
Information Technology Division  
District of Columbia Courts  
410 E Street NW  
Washington, D.C. 20001  
Telephone Number: (202) 508-1844

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

G.6.1 The COTR will have the responsibility of ensuring that the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in this contract. It is understood and agreed that the COTR shall not have authority to make changes in the scope or terms and conditions of the contract.

G.6.2 **THE RESULTANT CONTRACTOR IS HEREBY FOREWARNED THAT ABSENT THE REQUISITE AUTHORITY OF THE COTR TO MAKE ANY SUCH CHANGES, CONTRACTOR MAY BE HELD FULLY RESPONSIBLE FOR ANY CHANGES NOT AUTHORIZED IN ADVANCE, IN WRITING, BY THE CONTRACTING OFFICER, MAY BE DENIED COMPENSATION OR OTHER RELIEF FOR ANY ADDITIONAL WORK PERFORMED THAT IS NOT SO AUTHORIZED, AND MAY BE ALSO BE REQUIRED, AT NO ADDITIONAL COST TO THE COURTS, TO TAKE ALL CORRECTIVE ACTION NECESSITATED BY REASON OF THE UNAUTHORIZED CHANGES.**

## **SECTION H - SPECIAL CONTRACTS REQUIREMENTS**

### **H.1 Other Contractors.**

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

### **H.2 Disclosure of Information.**

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

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

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

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

### **H.3 Rights in Data.**

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

H.3.2 The term "Technical Data" as used herein, means recorded information regardless of form or characteristic. It may, for example, document research, experimental, developmental work, or be used to define a design or process to produce, support, maintain, or update material or documentation. The data may be character, graphic or pictorial delineation in media such as drawings or photographs, text, or related design or performance type documentation. Examples of technical data include research data, documentation drafts, lists, specifications, profiles, standards, process sheets, manuals, and technical reports.

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

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

#### H.4 **Security Requirements**

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

### **Wage Rates**

The Contractor is bound by the attached Wage Determination No. 2005-2103, Revision No. 13 dated 6/19/2013, issued by the U.S. Department of Labor, in accordance with the Service Contract Act of 1965, as amended (41 U.S.C. 351, incorporated herein as J.10. The Contractor shall be bound by the prevailing wage rates for the term of the contract.

## **PART II**

### **SECTION I - CONTRACT CLAUSES**

#### **I.1 Applicability of General Provisions Applicable to the Courts Contracts.**

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

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

Offerors who include in their proposals data that they do not want disclosed to the public or used by the Courts except for use in the procurement process shall so state in their proposal.

#### **I.3 Ethics in Public Contracting.**

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

#### **I.4 Disputes.**

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

#### **I.5 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.6 Non-Discrimination.**

The Contractor agrees that it will comply with the nondiscrimination requirements set forth in D.C. Code, Section 2-1402.11( Supp. 2006) which will be incorporated into any contract awarded. The Contractor agrees to comply with requests from the Courts to support the Contractor's adherence to this section.

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

The Contracting Officer 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.8 Record Keeping.**

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

**I.9 Subcontracts.**

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

**I.10 Protest.**

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

**I.10.1.1** Administrative Services Division  
District of Columbia Courts  
616 H Street, N.W., Suite 622  
Washington, D.C. 20001

**I.10.2** A protest shall include the following:

**I.10.2.1** Name, address and telephone number of the protester;

**I.10.2.2** solicitation or contract number;

**I.10.2.3** Detailed statement of the legal and factual grounds for the protest, including copies of relevant documents;

I.10.2.4 Request for a ruling by the Contracting Officer; and

I.10.2.5 Statement as to the form of relief requested.

**I.11 Insurance.**

I.11.1 Prior to execution of the contract, the Contractor shall obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the insurance specified below with an insurance company licensed or qualified to do business with the District of Columbia Courts. **All insurance shall set forth the District of Columbia Courts as an additional insured. The policies of insurance shall provide for at least thirty (30) day written notice to the District of Columbia Courts prior to their termination or material alteration. The Contractor must submit to the Contracting Officer a certificate of insurance as evidence of compliance within ten (10) calendar days after request.**

I.11.2 Comprehensive General Liability: Insurance against liability for bodily injury insurance coverage in the amount of at least five hundred thousand dollars (\$500,000) per occurrence.

I.11.3 Workers' Compensation: The Contractor shall carry Workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this agreement and the Contractor agrees to comply at all times with the provisions of the Workers compensation laws of the District.

I.11.4 Comprehensive Automobile Liability Insurance (applicable to owned, non-owned and hired vehicles): The Contractor shall carry comprehensive automobile liability insurance applicable to owned, non-owned, and hired vehicles against liability for bodily injury and property damage in an amount not less than that required by law of the District's Compulsory/No-Fault Vehicle Insurance Act of 1982, as amended.

**I.12 Cancellation Ceiling.**

I.12.1 In the event of cancellation of the contract because of nonappropriation for any fiscal year after fiscal year 20113, 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.

**PART III**

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

**SECTION J - LIST OF ATTACHMENTS**

- J.1            General Provisions Applicable to 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 No. 2005-2103, Revision 13 dated 6/19/2013**

## PART IV

### REPRESENTATIONS AND INSTRUCTIONS

#### SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

- K.1           **Certification Regarding a Drug-Free Workplace.**
- K.1.1           Definitions. As used in this provision:
- K.1.1.1        "Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C.) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.
- K.1.1.2        "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
- K.1.1.3        "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.
- K.1.1.4        "Drug-free workplace" means the site (s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
- K.1.1.5        "Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct costs employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.
- K.1.1.6        "Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.
- K.1.2           By submission of its offer, the offeror, if other than an individual who is making an offer that equals or exceeds \$25,000.00, certifies and agrees, that with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will - no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more

performance duration, or as soon as possible for contract of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed.

- K.1.2.1 Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- K.1.2.2 Establish an ongoing drug-free awareness program to inform such employees about -
- (i) The dangers of drug abuse in the workplace;
  - (ii) The Contractor's policy of maintaining a drug-free workplace;
  - (iii) Any available drug counseling, rehabilitation, and employee assistance program; and
  - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- K.1.2.3 Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph K.1.2.1 of this provision;
- K.1.2.4 Notify such employees in writing in the statement required by subparagraph K.1.2.1 of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will
- (i) Abide by the terms of the statement; and
  - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;
- K.1.2.5 Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision K.1.2.4 (ii) of this clause, from an employee or otherwise receiving actual notice of such conviction;
- K.1.2.6 The notice shall include the position title of the employee; and
- K.1.2.7 Within 30 calendar days after receiving notice under subdivision K.1.2.4 (ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the

workplace:

- (i) Take appropriate personnel action against such employee, up to and including termination; or
- (ii) Require such employee to satisfactorily participate in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

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

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

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

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

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

\_\_\_\_\_  
Print Name of Authorized  
Representative

\_\_\_\_\_  
Title

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

**PART V**

**REPRESENTATIONS AND INSTRUCTIONS**

## SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

### L.1 **Proposal Submission and Identification.**

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

L.1.2 Proposals shall be submitted in a sealed proposal package. 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-13-RP-0037*

*Caption: "Business Intelligence Professional Services"*

*Proposal Due Date & Time: September 23, 2013, No later than 12:00 Noon.*

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

L.1.3.1 Offerors who include in their proposals data that they do not want disclosed to the public or used by the District of Columbia Courts except for use in the procurement process shall mark the title page of the proposal document with the following legend:

L.1.3.1.1 *"This proposal includes data that shall not be disclosed outside the District of Columbia Courts and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process."*

L.1.3.2 The specific information within the proposal which the offeror is making subject to this restriction announced on the title page must be noted on the individual pages which contain it. The offeror shall mark each page containing confidential information or data it wishes to restrict with the following text:

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

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

L.1.4 **Offerors may submit Proposals either by mail or by hand delivery/courier services.**

L.1.4.1 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: Maribel Torres, Senior Contract Specialist  
**616 H Street, N.W., Suite 612**  
Washington, D.C. 20001

L.1.4.2 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: Maribel Torres, Senior Contract Specialist  
**701 7<sup>th</sup> Street, N.W., Suite 612**  
Washington, D.C. 20001

L.2 **Proposal Information and Format.**

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

L.2.2 Proposals shall be prepared simply and economically, providing a straightforward, concise delineation of offeror's capabilities to satisfy the requirements of this RFP. Fancy bindings and colored displays or promotional material are not desired or preferred, but pages must be numbered. **The proposal shall be prepared in two volumes. These shall be submitted in loose-leaf, three-ring notebooks for each copy of Volume I – Technical Proposal, and for each copy of Volume II - Price Proposal. See also, clause L.2.3 – Price Proposal.**

L.2.2.1

**Volume I - Technical Proposal shall comprise the following tabs and information:**

|              |  |
|--------------|--|
| <b>Tab A</b> | <b>General Information</b><br><br>A. Whether the Offeror is a corporation, joint venture, partnership (including type of partnership) or individual.<br><br>B. Ownership structure.<br><br>C. Ownership by foreign corporation with an interest exceeding five (5) percent.<br><br>D. Articles of incorporation, partnership or joint venture agreement.<br><br>E. Copy of any current license, permit, registration or certification to transact business in the District of Columbia, if required by law to obtain such license, permit, registration or certification.<br><br>F. If the Offeror is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements.<br><br>G. Name, address, and current phone number of Offeror's contact person.<br><br>H. Each Offeror must provide the following information in this section:<br><br>Name, Address, Telephone Number, DUNS Number and federal tax identification number of the Offeror |
| <b>Tab B</b> | <b>Delivery Approach</b><br><br>A. Overall understanding of the RFP requirements.<br><br>B. Documentation indicating the capabilities and experience with same or similar type of service.<br><br>C. A logical approach to fulfilling the requirements of the RFP.<br><br>D. Clearly defined project responsibilities and accountability.  |

|              |  |
|--------------|--|
|              | E. Appropriate management and oversight for the project resources.   |
| <b>Tab C</b> | <p><b>Knowledge and Experience of Staff Candidates</b></p> <p>A. Provide resumes of staff candidates; any changes subject to the approval of The Courts' COTR (see more in <b>Section L.25</b> below).</p> <p>B. See Section C.1.2.1 describing resources qualifications.</p>  |
| <b>Tab D</b> | <p><b>Past Performance</b></p> <p>A. 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. Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance.</p> <p>B. 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:</p> <p>C. The Offeror shall submit three <b>(3) past performance references</b> for which services of this nature have been provided in the <b>past two (2) years</b>. The Offeror shall use and complete a Past Performance Evaluation Form (Attachment J.9) to provide this information. This information 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.</p> <p>D. Past performance information will be used for both responsibility determinations and as an evaluation factor against which Offeror's relative ranking will be compared in accordance with the evaluation criteria set forth in Section M. The Court will focus on information that demonstrates quality of performance relative to the similarity of scope, magnitude and complexity to that detailed in the RFP. In determining the rating for the past performance, the Court may give consideration to the contracts,</p> |

|              |   |
|--------------|---|
|              | which are relevant to the RFP.  |
| <b>Tab E</b> | <b>Disclosure</b><br><br>A. Disclosure details of any legal action or litigation past or pending against the Offeror.<br><br>B. A statement that the Offeror knows of no conflict between its interests and those of the District of Columbia Courts; and further that the Offeror knows of no facts or circumstances that might create the appearance of a conflict between its interests and those of the District of Columbia Courts.<br><br>C. Documentary evidence (e.g. certificates) that the Offeror is authorized to conduct business in the District, and the Offeror is current in its tax obligation to the District of Columbia. |

**L.2.2.2 Volume II – Price Proposal shall comprise the following tabs:**

|              |   |
|--------------|---|
| <b>Tab A</b> | <b>Price Information -detailed price breakdown of all price (See also, clause L.2.3)</b>      |
| <b>Tab B</b> | <b>Contractual Information – all other required information as specified in Clause L.10.1</b> |

**L.2.2.3 Each Offeror shall submit one completed copy of the RFP, one (1) original and three (3) copies of the Technical Proposal, and one (1) original and three (3) separately bound copies of the Price Proposal. Each proposal shall be properly indexed and include all information requested in the RFP.**

**L.2.3 Price Proposal.**

**L.2.3.1** A separately bound price proposal must be submitted using the format provided in Section "B" of this RFP. The price furnished by the offeror shall be detailed/itemized for the services set forth in Section C. The offeror's price proposal shall become a part of the awarded contract. The offeror's price proposal shall include all costs for the required services. This pricing information will also be used for evaluation purposes.

**L.3 Proposal Submission Date and Time, Late Submission, Modifications and Withdrawals.**

- L.3.1 Proposals shall be submitted no later than the date and time specified in the solicitation. Proposals, modifications to proposals, or requests for withdrawal that are received in the designated Courts office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:
- L.3.1.1 The proposal or modification was sent by registered or certified mail no later than the fifth (5th) calendar day before the date specified for receipt of offers;
- L.3.1.2 The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the Courts after receipt; or
- L.3.1.3 The proposal is the only proposal received.
- L.3.2 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 withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown in the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.
- L.3.3 A late proposal, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.
- L.3.4 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 A late proposal, late modification or late withdrawal of offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.
- L.4 **Questions.**
- L.4.1 Questions concerning this Request For Proposals must be directed by **e-mail** to:
- Maribel Torres, Senior Contract Specialist  
Procurement and Contracts Branch  
Administrative Services Division

District of Columbia Courts  
616 H Street, N.W., Suite 622  
Washington, D.C. 20001  
E-mail address: [maribel.torres@dcsc.gov](mailto:maribel.torres@dcsc.gov)  
Telephone: 202-879-5514

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

**L.5 Explanation to Prospective Offerors.**

L.5.1 **Any prospective offeror desiring an explanation or interpretation of this solicitation must request it by email no later than Friday, September 13, 2013 by 2:00 p.m.** Requests should be directed to the procurement contact person at the e-mail address listed in Section L.4. Any substantive information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment to the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

**L.6 Changes to the RFP.**

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

**L.7 Contract Award.**

L.7.1 The Courts intend to make an award to the responsible Offeror whose proposal represents the best value to the Courts taking into consideration the evaluation factors set forth in Section M.

L.7.2 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 price, technical, and other factors.

**L.7.3 Final Proposal Revisions (FPRs).**

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.8 Cancellation of Award.**

L.8.1 The District of Columbia Courts reserve the right, without liability to the Court, to cancel the award of any contract at any time prior to the approval of a formal written contract signed by the Executive Officer and Administrative Officer of the District of Columbia Courts.

**L.9 Official Offer.**

L.9.1 Offers signed by an agent shall be accompanied by evidence of that agent's authority unless that evidence has been previously furnished to the Contracting Officer.

**L.10 Certifications, Affidavits and Other Submissions.**

L.10.1 Offerors shall complete and return with their proposal the Representations and Certifications (Attachment J.2 - Anti-Collusion Statement, Attachment J.3 – Ethics in Public Contracting, Attachment J.4 - Non-Discrimination, J.5 - Certification of Eligibility, J.6 - Tax Certification Affidavit and J.7 - Certification of a Drug-Free Workplace). **(Submit under Volume II - Price Proposal Tab B – Contractual Information)**

L.10.2 Attachment J. 9 - Past Performance Form **(Submit under Volume I - Technical Proposal Tab D – Past Performance)**

**L.11 Retention of Proposals.**

L.11.1 All proposal documents shall be the property of the District of Columbia Courts and retained by the Courts, and therefore will not be returned to the offerors. One (1) copy of each proposal shall be retained for official files and will become a public record after the award and open to public inspection. It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the Courts except as to the disclosure restrictions contained in Section L.1.3.

L.12           **Public Disclosure under FOIA.**

L.12.1       Trade secrets or proprietary information submitted by an offeror in connection with procurement shall not be subject to public disclosure under the District of Columbia Freedom of Information Act (FOIA). This Act is not applicable to the Court. However, the offeror must invoke the protection of this section prior to or upon submission of the data or other materials; must identify the specific area or scope of data or other materials to be protected; and state the reasons why protection is necessary. A blanket proscription that the offeror's entire proposal is proprietary will have no effect whatsoever.

L.13           **Examination of Solicitation.**

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

L.14           **Acknowledgment of Amendments.**

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

L.15           **Right to Reject Proposals.**

L.15.1       The Courts reserve the right to reject, in whole or in part, any and all proposals received as the result of this RFP.

L.16           **Proposal Preparation Costs.**

L.16.1       Each Offeror shall bear all costs it incurs in providing responses to this RFP and for providing any additional information required by the Courts to facilitate the evaluation process. The successful offeror shall also bear all costs incurred in conjunction with contract development and negotiation.

L.17           **Prime Contractor's Responsibilities.**

L.17.1       Each offeror may propose services that are provided by others, but any service(s) proposed must meet all of the requirements of this RFP.

L.17.2       If the offeror's proposal includes services provided by others, the offeror will be

required to act as the prime Contractor for all such items and must assume full responsibility for the procurement, delivery and quality of such services. The Contractor will be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of this RFP.

L.18 **Contract Type.**

L.18.1 This is a labor hour type contract.

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

L.19.1 In the event that a prospective offeror does not submit an offer in response to the solicitation, the prospective offeror should advise the Contracting Officer by letter or postcard whether the prospective offeror wants any future solicitations for similar requirements. If the prospective offeror does not submit an offer for three successive offer openings and does not notify the Contracting Officer that future solicitations are desired, the prospective offeror's name may be removed from applicable mailing list.

L.20 **Signing Offers and Certifications.**

L.20.1 Each offer must provide a full business address and telephone number of the offeror and **BE SIGNED BY THE PERSON OR PERSONS LEGALLY AUTHORIZED TO SIGN CONTRACTS.** All correspondence concerning the offer or resulting contract will be mailed to the address shown above on the offer in the absence of written instructions from the offeror or contractor to the contrary. Any offer submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any offer submitted by a corporation must include the signature and title of the person having authority to sign for the corporation. Upon request, an Offeror shall provide to the Courts satisfactory evidence of authority of the person signing on behalf of the corporation. If an agent signs an offer, the offeror shall submit to the Contracting Officer, the agent's authority to bind the offeror. Offeror shall complete and sign all Representations and Acknowledgments, as appropriate. Failure to do so may result in the offer being rejected.

L.21 **Errors in Offers.**

L.21.1 Offerors shall fully inform themselves as to all information and requirements contained in the solicitation. Failure to do so will be at the offeror's risk. In the event of a discrepancy between the unit price and the extended price, the unit

price shall govern.

**L.22 Authorized Negotiators.**

L.22.1 The offeror shall include in its proposal a statement indicating those persons authorized to negotiate on the offeror's behalf with the District of Columbia Courts in connection with this Request for Proposals: (list names, titles, and telephone numbers of the authorized negotiators). Offerors are expected to examine the Statement of Work and all instructions and attachments in this solicitation. Failure to do so will be at the offeror's risk.

**L.23 Acceptance Period.**

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

**L.24 Pre-Proposal Conference**

This section is not applicable to this solicitation.

**L.25 Candidate Interviews**

The Offerors in the competitive range MAY be asked to present staff candidate for an interview. Each vendor must include a resume of an actual candidate for the project as part of the proposal. Resumes of candidates which vendor is not able to present for the interviews should not be included in the proposals. In case the vendor is not able to present the candidate on the proposal for the interview, the vendor shall present a replacement candidate within **one (1) week** of interview request. Vendors shall demonstrate in writing how the replacement candidate/s compare/s to the original candidates on the proposal. Courts will evaluate the replacement candidates' background and resume either accepting or rejecting the replacement. Resources on boarding and replacement shall be available to report to the workplace within one (1) week of contract award. All replacements must be approved by the COTR and available within one (1) week. Frequent resources replacements are detrimental to the ability to deliver items on the contract, and the COTR may not approve hourly invoices for frequent replacements that are not able to complete an entire deliverable.

**PART VI**

**SECTION M - EVALUATION FACTORS**

**M.1 Evaluation for Award.**

The Courts intend to make an award to the responsible firm whose proposal represents the best value to the Courts. The evaluation factors are listed below in descending order of importance. The non-price factors, when combined, are significantly more important than price. The Courts may award a contract upon the basis of initial offers received, without discussions. Therefore, each initial offer shall contain the offeror's best terms from a cost and technical standpoint. The Courts reserve the right to request a best and final offer.

**M.2 Technical Evaluation Criteria.**

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

| <b>ITEM NO.</b> | <b>TECHNICAL PROPOSAL SECTION</b> | <b>EVALUATION CRITERIA</b>   | <b>POINTS</b> |
|-----------------|-----------------------------------|--|---------------|
|                 |                                   | <b>Delivery Approach (See Section L.2.2.1 – Tab B)</b>   |               |
| M.2.1           | Tab B                             | .  | 0-20          |
|                 |                                   | <b>Knowledge and Experience of Staff Candidates (MAY include interviews) (See Section L.2.2.1 – Tab C)</b>                                     |               |
| M.2.2           | Tab C                             |  | 0-50          |
|                 |                                   | <b>Offeror’s Past Performance (Submit this information using Attachment J.9 Past Performance Evaluation Form (See Section L.2.2.1 – Tab D)</b> |               |
| M.2.3           | Tab D                             |  | 0-30          |

M.3 **Price Proposal Evaluation**

M.3.1 The Courts will evaluate each Offeror's price proposal for realism, reasonableness, and completeness. This evaluation will reflect the Offeror's understanding of the solicitation requirements and the validity of the Offeror's approach to performing the work. Alternative price proposals, if considered by the 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:

- a. Is the proposed prices (for Section B – Supplies or Services and Price/Cost) comparable to the independent Courts cost estimate?
- b. Is the proposed labor/skill mix comparable to the projected Courts skill mix and/or sufficient to meet the Section C requirements based upon the offeror's technical and management approach?
- c. Are the proposed prices for hardware and software comparable to competitor's prices under this solicitation?

- d. Are the proposed prices for installing hardware and software comparable to competitor's prices under this solicitation?
- e. Are the proposed prices for warranty and customer support comparable to competitors' 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:

- a. Do the proposed prices include all price elements the offeror is likely to incur in performing the effort?
- b. Are proposed prices traceable to requirements?
- c. Do proposed prices account for all requirements?
- d. Are all proposed prices supported with adequate data to permit a thorough evaluation?

**M.4 Prospective Contractor's Responsibility.**

M.4.1 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.4.1.1 Financial resources adequate to perform the contract, or the ability to obtain them;
- M.4.1.2 Ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- M.4.1.3 A satisfactory record of performance;
- M.4.1.4 The necessary organization, experience, accounting and operational control, and technical skills, or the ability to obtain them;
- M.4.1.5 Compliance with the applicable District licensing, tax laws, and regulations;
- M.4.1.6 The necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and

M.4.1.7 Other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

M.4.2 The Courts reserves the right to request from a prospective contractor information necessary to determine the prospective contractor's responsibility. Information is to be submitted upon the request of the Courts within the time specified in the request. Failure of an offeror to comply with a request for information may subject the offeror's proposal to rejection on responsibility grounds. If a prospective contractor fails to supply the requested information, the Court's Contracting Officer shall make the determination of responsibility or nonresponsibility based on available information. If the available information is insufficient to make a determination of nonresponsibility, the Court's Contracting Officer shall determine the offeror to be nonresponsible.

M.5 **Proposals with Option Years**

The Offeror shall include option year prices in its price/cost bid. A proposal may be determined to be unacceptable if it fails to include option year pricing.