

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

REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS

1. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

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

2. 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.

3. 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.

4. **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.

5. **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 Purpose

The District of Columbia Superior Court (DCSC) is seeking proposals from qualified firms to provide continuous Active global positioning system electronic monitoring and random tracking for offenders under the supervision of the Division of Court Social Services (CSS) through its Delinquency Prevention Program. Further information regarding the services is outlined in Section C – Statement of Work.

B.2 Pricing Information

The offeror shall submit a price for the Base year and all Option Years for the services specified in Section C, Statement of Work of this solicitation. The Unit Price Tables shall include all costs pertinent to the purchase of service and equipment requested.

B.3 Price Proposal

The quantities listed below are estimated based on number of participants expected to be monitored. They are estimates only and do not represent a commitment by the Courts to purchase specific quantities of the requested services.

B.4 BASE YEAR CONTRACT PRICE:

<u>Description</u>	<u>Estimated Minimum Daily Participants</u>	<u>Estimated Maximum Daily Participants</u>	<u>Daily/Unit Price</u>	<u>Total Price</u>
Active Global Positioning System Monitoring Services (See also Clauses L.2.2 & L.3)	20	100	\$_____	\$_____

B.5

OPTION YEAR ONE CONTRACT PRICE:

<u>Description</u>	<u>Estimated Minimum Daily Participants</u>	<u>Estimated Maximum Daily Participants</u>	<u>Daily/Unit Price</u>	<u>Total Price</u>
Active Global Positioning System Monitoring Services (See also Clauses L.2.2 & L.3)	20	100	\$ _____	\$ _____

B.6

OPTION YEAR TWO CONTRACT PRICE:

<u>Description</u>	<u>Estimated Minimum Daily Participants</u>	<u>Estimated Maximum Daily Participants</u>	<u>Daily/Unit Price</u>	<u>Total Price</u>
Active Global Positioning System Monitoring Services (See also Clauses L.2.2 & L.3)	20	100	\$ _____	\$ _____

B.7

OPTION YEAR THREE CONTRACT PRICE:

<u>Description</u>	<u>Estimated Minimum Daily Participants</u>	<u>Estimated Maximum Daily Participants</u>	<u>Daily/Unit Price</u>	<u>Total Price</u>
Active Global Positioning System Monitoring Services (See also Clauses L.2.2 & L.3)	20	100	\$ _____	\$ _____

B.8

OPTION YEAR FOUR CONTRACT PRICE:

<u>Description</u>	<u>Estimated Minimum Daily Participants</u>	<u>Estimated Maximum Daily Participants</u>	<u>Daily/Unit Price</u>	<u>Total Price</u>
Active Global Positioning System Monitoring Services (See also Clauses L.2.2 & L.3)	20	100	\$_____	\$_____

B.9

Equipment

The Global Positioning Monitoring System shall consist of monitoring devices, transmitters, straps and latch sets (per monitoring unit), installation and removal tools, and tool kit cases needed to operate the number of units.

SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK

The successful offeror shall provide continuous Active (near real-time) signaling, Global Positioning system monitoring services with a Passive back-up system for offenders (hereinafter, participants) under the supervision of the DCSC, Family Court Director of Court Social Services Division or designee. All equipment and data provided by the Contractor shall be reliable and accurate. The services to be provided and the minimum performance standards are contained in this section.

C.2 Minimum Mandatory Requirements-Global Positioning

- C.2.1 The Offeror shall provide FCC certified and continuous active signaling global positioning monitoring equipment with a passive back-up system that will provide remote location monitoring.
- C.2.2 The Offeror shall provide a FCC approved and certified one-piece global positioning device housing the receiver and transmitter into a single unit that shall receive and transmit signals to a central monitoring facility operated by the Offeror.
- C.2.3 The Offeror shall, at one central location, receive, store and disseminate information generated by the monitoring equipment.
- C.2.4 The Offeror shall provide cost-free linkage of services allowing communication between the global positioning equipment, satellite, the monitoring staff and participants or Court Social Services Division designated staff.
- C.2.5 The Offeror shall provide training for CSS, Delinquency Prevention Program staff members concerning the operation and installation of the monitoring equipment, handheld officers monitoring unit/equipment and the alternative monitoring system.
- C.2.6 The Offeror shall provide all necessary tools to install, adjust and remove the global positioning system equipment and its attachments.
- C.2.7 The Offeror shall provide web-based delivery and have ability to provide e-mail notification of all equipment activity (alerts, reports, violations, etc.).
- C.2.8 The Offeror shall provide web-based and contingency email and fax-based service for notifying CSS staff of all key events, or other situations requiring immediate attention.

- C.2.9 The Offeror shall maintain a stable inventory of equipment in the Delinquency Prevention Program offices and shall be ready to re-supply officers with all monitoring equipment within 24 hours after notification of a need for the equipment.
- C.2.10 The Offeror shall make available all records relating to a participant upon and in accordance with a written request of the Director of Court Social Services Division or their designee.
- C.2.11 The Offeror shall have a formal Quality Control Program in place that will detect errors in monitoring, prevent future errors and provide quality assurance for the services provided under this contract.
- C.2.12 The Offeror shall provide web-based services and/or APIs that are available through Java interfaces to allow D.C. Courts internal applications to extract data from the IT solution. The results from the Web Services must be in XML or any other external format that can be parsed using a standard readily available language parser. Appropriate documentation and examples for these Web Services must be provided. D.C. Courts applications must be able to retrieve the following through Java APIs and /or web-based services:
- a. the Geo Coordinates of one or more respondents on demand
 - b. the location (postal address) of one or more respondents on demand
 - c. the Geo Coordinates of one or more respondents between a date/time range on demand
 - d. the location (postal address) of one or more respondents between a date/time range on demand
 - e. various messages (along with their severity) of one or more respondents between a date/time range on demand
 - f. ability to obtain the audit logs for the monitoring devices between a given date/time range within the management window
 - g. ability to obtain monitoring device information for the specified one or more respondents
 - h. ability to obtain power related device information for monitoring devices
 - i. ability to retrieve various canned reports from the vendor through these application interfaces
 - j. ability to retrieve various ad-hoc and custom reports from the vendor through these application interfaces
 - k. ability to retrieve reports in PDF formats through these application interfaces
 - l. ability to manage the web services with appropriate user based security for applications

C.2.13 Each ankle cuff or bracelet furnished to the Court and to be worn by a participant shall be labeled with the following information:

**IF FOUND, RETURN TO:
DISTRICT OF COLUMBIA COURTS
SOCIAL SERVICES DIVISION
510 4th STREET, N.W., SUITE 217
WASHINGTON, D.C. 20001
202-879-1902
POSTAGE GUARENTEED**

C.3 Monitoring Equipment and Monitoring Service Requirements

C.3.1 The Offeror shall monitor the presence of participants at locations using continuous signaling, global positioning system equipment and services to ensure compliance with the home confinement, location, inclusion zones, exclusion zones, and other restrictions. **The monitoring equipment shall have the capability to “Instant message” or contact the user of the equipment.**

C.3.2 The Offeror shall notify the Delinquency Prevention officer and/or the Court Social Services Division (CSSD) staff of any, or all, of the following events, which shall be defined for the purpose of this solicitation as Key Events:

- C.3.2.1 Unauthorized entry and departure into a set exclusion zone
- C.3.2.2 Unauthorized entry and departure into a set inclusion zone
- C.3.2.3 Unauthorized absence from residence
- C.3.2.4 Transmitter out of range-portable monitoring unit not receiving transmitter signal
- C.3.2.5 Equipment malfunctions-all installed components
- C.3.2.6 Tampering with equipment-all installed components
- C.3.2.7 Power degradation, electrical loss or reserve back-up power low
- C.3.2.8 Location verification failure, including loss of GPS signals
- C.3.2.9 Missed calls/signals from monitoring unit, including loss of residential telephone contact for continuous remote location monitoring feature
- C.3.2.10 Missed signals from satellite
- C.3.2.11 Motion, no GPS
- C.3.2.12 Velocity
- C.3.2.13 Low battery alerts

C.3.3 The Offeror shall describe in its Narrative Statement how the Delinquency Prevention officers and/or CSSD staff are notified of the key events noted in Section C.3.2. above.

C.3.4 The Contracting Officer’s Technical Representative (COTR) or their designee may modify, in writing, the events that will be classified as Key Events as needed

during the course of the contract.

- C.3.5 The Offeror shall record and store information obtained about the Key Events at the central location and provides reports of the monitoring results.
- C.3.6 The Offeror shall provide a global positioning system device that shall meet the requirements listed below in Sections C.3.7 - C.3.21.
- C.3.7 The Offeror shall provide a transmitter that is easily installed on the participant. The global positioning transmitter shall be capable of being attached to the participant so that efforts to tamper with or remove the global positioning transmitter are obvious upon visual inspection. Transmitter straps shall be adjusted to fit any size participants. In some cases the transmitter may have to be installed on a participant in an area other than an ankle (i.e. wrist or waist).
- C.3.8 The Offeror shall describe in its Narrative Statement, how the global positioning transmitter operates.
- C.3.9 The Offeror shall describe in its Narrative Statement, how the global positioning transmitter is attached to the participant.
- C.3.10 The Offeror shall describe in its Narrative Statement, how the global positioning transmitter is activated once it is attached to the participant.
- C.3.11 The Offeror shall describe in its Narrative Statement, how the global positioning transmitter responds to efforts to tamper with or remove the transmitter.
- C.3.12 The Offeror shall describe in its Narrative Statement, how an officer, by visual inspection, will be able to determine if the global positioning transmitter has been tampered with. If, yes, describe. If no, explain.
- C.3.13 The global positioning transmitter shall be shock resistant, water and moisture-proof and function reliably under normal atmospheric and environmental conditions.
- C.3.13.1 The Offeror shall describe in its Narrative Statement, how the global positioning transmitter is shock resistant, water and moisture-proof and how it functions under normal atmospheric and environmental conditions.
- C.3.14 The global positioning transmitter shall not pose a safety hazard or unduly restrict the activities of the participant.
- C.3.14.1 The Offeror shall describe in its Narrative Statement, how the global positioning transmitter is constructed to not pose a safety hazard or unduly restrict the activities of the participant, including female participants who need a global

positioning transmitter that does not interfere or restrict what they wear (i.e. pantyhose).

- C.3.15 The signal range of the global positioning transmitter shall not be limited under normal use conditions.
- C.3.15.1 The Offeror shall describe in its Narrative Statement, the actual range of the global positioning transmitter and how the range is determined.
- C.3.15.2 The Offeror shall describe in its Narrative Statement any and all flat zones, dead zones or other locations and circumstances in which signaling is limited or cannot be accomplished.
- C.3.15.3 The offeror shall ensure that the one-piece Active global positioning device and related components is operable inside of older, brick buildings.
- C.3.16 The signal of the global positioning transmitter shall be specific to the individual to whom it is attached.
- C.3.16.1 The Offeror shall describe in its Narrative Statement, how the global positioning transmitter is specific to the individual to whom it is attached.
- C.3.17 The global positioning transmitter shall be battery powered. **The battery shall power the global positioning transmitter at least twelve (12) months continuously without need for replacement.** The Offeror shall provide a low battery signal to indicate that the global positioning transmitter battery should be replaced. To conserve battery power, the battery shall have shut-off process to disengage the battery when the transmitter is not in use.
- C.3.17.1 The Offeror shall describe in its Narrative Statement, the expected life of the Offeror's global positioning transmitter battery.
- C.3.17.2 The Offeror shall describe in its Narrative Statement, the low battery signal.
- C.3.17.3 The Offeror shall describe in its Narrative Statement, the battery shut-off process.
- C.3.18 The global positioning transmitter shall produce a continuously emitting signal.
- C.3.18.1 The Offeror shall describe in its Narrative Statement, the global positioning signal and frequency of the global positioning transmitter signal.
- C.3.19 The global positioning transmitter shall be designed to discourage tracing, cloning, duplication and interference of the signal.
- C.3.19.1 The Offeror shall describe in its Narrative Statement, the safeguard to prevent

tracing, cloning, duplication and interference of the signal.

C.3.20 The global positioning transmitter shall emit and receive a signal to the monitoring center and thus to the web-based system viewed by the CSS staff, to indicate that the global positioning transmitter and/or strap have been tampered with or removed from the participant.

C.3.20.1 The Offeror shall describe in its Narrative Statement, how and under what conditions, the global positioning transmitter will generate a tamper signal, including a description of:

- a. How long the tamper signal will last;
- b. What terminates the tamper signal;
- c. How the transmitter is affected; and
- d. How the transmitter is reactivated.

C.3.20.2 The Offeror shall describe in its Narrative Statement, and in detail, the features of the global positioning transmitter that prevent the participant from circumventing the monitoring system.

C.3.21 Federal Communications Commission (FCC) certification is required for the global positioning transmitter.

C.3.21.1 In its Narrative Statement, the Offeror shall provide a copy of the F.C.C. certification for the global positioning transmitter as part of the proposal.

C.4 Monitoring Equipment – One-Piece Global Positioning Device

C.4.1 The Offeror shall provide a one-piece Active global positioning device which combines the GPS receiver, processor and communication components within the ankle cuff or bracelet to be worn by a participant that shall receive satellite frequency signals and transmit those signals to a central monitoring facility operated by the Offeror. The Active global positioning device shall contain a secondary passive “Hybrid” back-up system that will provide tracking in the absence of GPS signals.

C.4.1.1 The Offeror shall describe in its Narrative Statement, how the one-piece Active global positioning device operates.

C.4.1.2 The Offeror shall describe in its Narrative Statement, how the secondary passive “Hybrid” back-up system contained in the Active global positioning device operates.

C.4.1.3 The Offeror shall describe in its Narrative Statement, how the Active global positioning device communicates with the satellite and the central monitoring

center.

- C.4.1.4 The Offeror shall describe in its Narrative Statement, how the secondary passive “Hybrid” back-up system contained in the Active global positioning device will provide tracking in the absence of GPS signals and how that information will be communicated to CSSD staff monitoring the participants.
- C.4.1.5 The Offeror shall describe in its Narrative Statement, how the central monitoring center communicates with the web-based delivery system to the CSSD staff monitoring the participants.
- C.4.1.6 The Offeror shall describe in its Narrative Statement, in detail, the frequency of communication with the satellite and the central monitoring center.
- C.4.1.7 The Offeror shall describe in its Narrative Statement, in detail, the frequency of communication with the central monitoring center and the web-based delivery to the Court Social Services Division staff monitoring.
- C.4.1.8 The Offeror shall describe in its Narrative Statement, in detail, how the Active global positioning device addresses problems of interference when transmitting/receiving signals to and from the monitoring center and satellite.
- C.4.1.9 The Offeror shall describe in its Narrative Statement, how the Active global positioning device is installed and activated.
- C.4.1.10 The Offeror shall describe in its Narrative Statement what object or circumstances could obstruct or interfere with the reception of the Active global positioning unit and how the secondary passive “Hybrid” back-up system provides, retains and reports tracking in the absence of GPS signals.
- C.4.1.11 The Offeror shall describe in its Narrative Statement any and all flat zones, dead zones or other locations in which signaling is limited or cannot be accomplished.
- C.4.1.12 The Offeror shall describe in its Narrative Statement, how the secondary passive “Hybrid” system receives and stores all monitoring data onboard until the participant enters the RF receiving range.
- C.4.1.13 The Offeror shall describe in its Narrative Statement, how the secondary passive “Hybrid” system provides data of specific types of tampering to include the device strap and the device case.
- C.4.1.14 The Offeror shall describe the methods used to eliminate interference with the global positioning unit.
- C.4.2 The Active global positioning device shall be battery powered by an internal, non-

removable battery capable of being recharged on one forty-five (45) minute charging session or less and shall be capable of being charged by plugging into a standard AC electric socket to achieve a thirty-six (36) hour operating life built into the back-up battery. The electrical charging cord of the Active global positioning device must be ten (10) feet long.

- C.4.2.1 The Offeror shall describe in its Narrative Statement the battery, battery backup system, battery recharging capacity, electrical charging cord and the expected life of the backup battery.
- C.4.2.2 The Offeror shall describe in its Narrative Statement the actions of the Active global positioning device and the storage capacity of information if power is disrupted.
- C.4.2.3 The Offeror shall describe in its Narrative Statement, in detail, how the battery is recharged or can maintain a charge for continuous use.
- C.4.3 The Active global positioning device shall not pose a safety hazard to the participant or others and shall function reliably under normal environmental and atmospheric conditions.
 - C.4.3.1 The Offeror shall describe in its Narrative Statement, how the Active global positioning device does not pose a safety hazard to the participant or others and how it functions under normal atmospheric and environmental conditions.
- C.4.4 The Offeror shall provide written instructions enabling an officer to install, service, remove, charge and recharge the Active global positioning device.
 - C.4.4.1 The Offeror shall provide in its Narrative Statement the written instructions for installing, servicing, removing, charging and recharging the Active global positioning device.
- C.4.5 The Active global positioning device shall be equipped with the ability to generate a signal notification system that alerts the monitoring center of any attempts to enter the device or alter the routine operation of the device.
 - C.4.5.1 The Offeror shall describe in its Narrative Statement how the monitoring center is able to determine if the Active global positioning device is functioning properly or has been tampered with.
 - C.4.5.2 The Offeror shall describe in its Narrative Statement, in detail, the features of the Active global positioning device that prevent the participant from circumventing the monitoring system.
- C.4.6 Upon visual inspection, the Active global positioning device shall show any

attempts to enter the device or alter the routine operation of the device. The device shall have a proximity tamper detection capacity for density and temperature should the participant remove the device from their body.

C.4.6.1 The Offeror shall describe if an officer, by visual inspection or other on-site testing procedures, is able to determine if the Active global positioning device is functioning properly or has been tampered with.

C.4.7 The Active global positioning device shall have a proximity tamper detection capacity for density and temperature should the participant remove the device from their body.

C.4.7.1 The Offeror shall describe the features of the Active global positioning device that reports a tamper detection made by density and temperature should the participant remove the device from their body.

C.5 Monitoring Services – Central Monitoring Facility

C.5.1 The Offeror shall, at one central location, hereafter referred to as the Monitoring Center, receive, store, monitor and disseminate information via a web-based system generated by the monitoring equipment. Any change in the location of the Monitoring Center or any backup Center shall be approved, in writing, by the COTR.

C.5.1.1 The Offeror shall identify in its Narrative Statement the location of the Monitoring Center.

C.5.1.2 The Offeror shall identify in its Narrative Statement, in detail, the components of the Monitoring Center.

C.5.1.3 The Offeror shall describe in its Narrative Statement, in detail, how the Monitoring Center receives information from the monitoring equipment.

C.5.1.4 The Offeror shall describe in its Narrative Statement, in detail, how the Monitoring Center processes messages received simultaneously from more than one global positioning unit.

C.5.1.5 The Offeror shall describe in its Narrative Statement, in detail, how many monitoring transactions the Monitoring Center can handle simultaneously.

C.5.1.6 The Offeror shall describe in its Narrative Statement, in detail, how monitoring data and information is maintained in the Monitoring Center. If a computer or server is used to maintain data, describe the hardware, software and data capacity.

C.5.1.6.1 The Offeror shall describe in its Narrative Statement, in detail, whether the

monitoring hardware and/or software used permits collection of aggregate and disaggregate reporting information.

- C.5.1.7 The Offeror shall describe in its Narrative Statement, in detail, the maximum number of individuals that the Monitoring Center can monitor at once.
- C.5.1.8 The Offeror shall describe in its Narrative Statement, in detail, the capacity and expandability of the monitoring system, including any plans for expanding beyond the estimated number of participants provided in Section B – Supplies or Services and Price/Cost, once it has been reached.
- C.5.2 The Offeror shall maintain a physical facility that meets all applicable Federal, state and local regulations (e.g. building codes, fire and safety codes) and shall not endanger the health and safety of employees and the community.
- C.5.2.1 The Offeror shall in its Narrative Statement describe, in detail, how it meets all applicable Federal, state and local regulations from building codes, fire and safety codes and any other applicable codes that apply to the health and safety of employees and the community.
- C.5.3 The Monitoring Center operation shall be located at a secure location where access to the Center and all records contained therein are restricted only to authorized individuals.
- C.5.3.1 The Offeror shall describe in its Narrative Statement, in detail, the entire physical facility where monitoring will take place. The Offeror shall include a full description of the interior and exterior of the facility.
- C.5.3.2 The Offeror shall describe in its Narrative Statement, in detail, the security precaution for the building and grounds at the Monitoring Center (e.g. doors, lock systems, security codes, security check, surveillance, alarms) for:
 - C.5.3.2.1 Access in and out of the building, the actual area of the Monitoring where the monitoring activity occurs, other areas of the Center, and
 - C.5.3.2.2 Protection from theft and damage (e.g. fire, water, natural disaster).
 - C.5.3.2.3 The Offeror shall describe in its Narrative Statement access in and out of the building, the actual area of the Monitoring Center where the monitoring activity occurs and other areas of the Center.
 - C.5.3.2.4 The Offeror shall describe in its Narrative Statement Monitoring Center protection from theft and damage (e.g. fire, water, natural disaster).
- C.5.3.3 The Offeror shall describe in its Narrative Statement, in detail, specific alarm and

notification systems for security breaches and follow-up procedures.

- C.5.3.4 The Offeror shall describe in its Narrative Statement, in detail, Monitoring Center protection for web-based, internet and server units utilized for monitoring activity and record keeping.
- C.5.4 The Offeror shall retain relevant information about each participant, including name, address, telephone number and an approved schedule for each day of the week, inclusion and exclusion zones.
 - C.5.4.1 The Offeror shall describe in its Narrative Statement, in detail, the system that is used to retain relevant participant information that is supplied by the Delinquency Prevention office.
- C.5.5 The Offeror shall provide a means to accurately modify participant information when requested by the Delinquency Prevention office.
 - C.5.5.1 The Offeror shall describe in its Narrative Statement, in detail, the procedures used during regular business hours to modify participant information.
 - C.5.5.2 The Offeror shall describe in its Narrative Statement, in detail, the procedure used outside of regular business hours to modify participant information.
 - C.5.5.3 The Offeror shall identify, in its Narrative Statement, in detail, the employees in the company who are authorized to make changes or modify the information on participants.
 - C.5.5.4 The Offeror shall describe in its Narrative Statement, in detail, how the company determines and maintains the authorization granted to the employees listed in Section C.5.5.3
 - C.5.5.5 The Offeror shall describe in its Narrative Statement, in detail, what means are used to prevent unauthorized access and/or modification to monitoring data on participants.
 - C.5.5.6 The Offeror shall describe in its Narrative Statement, in detail, all reports that the Monitoring Center provides, and shall include sample copies of each report. The Monitoring Center shall have the capability to customized reports and queries.
 - C.5.5.7 The Offeror shall describe in its Narrative Statement, in detail, and give the position title of the person(s) who is responsible for operating and maintaining all aspects of the central Monitoring Center.
 - C.5.5.8 The Offeror shall state in its Narrative Statement, in detail, if a computer is used. If a computer is used does the computer have a battery backup? If yes, the Offeror

shall describe how long the battery will power the computer. If no, how will the computer be powered in the event of a power loss?

- C.5.5.9 The Offeror shall describe in its Narrative Statement, in detail, the contingency plans for backup of the computer system if a system malfunction occurs.
- C.5.5.10 The Offeror shall describe in its Narrative Statement, in detail, any other mechanism(s) that will be used to minimize loss of data in the event of a power loss.
- C.5.6 The Offeror shall provide security codes to the Delinquency Prevention office to guarantee the security of data modification requests made over the telephone.
- C.5.6.1 The Offeror shall describe in its Narrative Statement, in detail, how it will create and provide individual security codes to the Delinquency Prevention office.
- C.5.7 The Offeror shall continuously receive and retain all information sent by each global positioning unit together with the date and time of each occurrence.
- C.5.7.1 The Offeror shall describe in its Narrative Statement, in detail, how it receives and retains all information sent by the global positioning system.
- C.5.8 The Offeror shall have an alert mechanism to notify the Offeror's monitoring personnel of the Key Events defined in Section C.5.17
- C.5.8.1 The Offeror shall describe in its Narrative Statement, in detail, its alert mechanism that notifies the monitoring personnel of the Key Events.
- C.5.9 The Offeror shall maintain a secure record-keeping system for all data obtained regarding Key Events. The Offeror shall prevent loss due to system failure or disaster.
- C.5.9.1 The Offeror shall describe in its Narrative Statement, in detail, the procedures for maintaining the security of monitoring data. Describe how, where and for how long, backup data is stored.
- C.5.10 In the event of a power loss or other malfunction that will interrupt the monitoring of key events, the Offeror shall notify the Delinquency Prevention office and the COTR immediately.
- C.5.10.1 The Offeror shall describe in its Narrative Statement, in detail, the procedures for contacting the Delinquency Prevention office and the COTR in case of a power loss or other malfunction that interrupts monitoring of key events.
- C.5.11 The Offeror shall maintain a contingency plan for movement to a backup monitoring system within a reasonable amount of time following a monitoring

system malfunction.

- C.5.11.1 The Offeror shall describe in its Narrative Statement, in detail, the contingency plan for moving to a backup monitoring system following a monitoring system malfunction. The Offeror shall include the time it will take to move to a backup system.
- C.5.11.2 The Offeror shall describe in its Narrative Statement, in detail, what and how the restoration of data will occur if data loss occurs during a move to a back-up system.
- C.5.12 The Offeror shall record all telephone conversations between the Monitoring Center and participants or officers. The Offeror shall advise all persons called or calling that the telephone call will be recorded. Upon request of the COTR, or their designee, and for the purpose of verifying a key event, the Offeror shall provide copies of the telephone conversation to the requesting office.
- C.5.12.1 The Offeror shall describe in its Narrative Statement, in detail, how the Offeror will monitor telephone conversations and how it will provide copies of the conversations to the COTR or their designee.
- C.5.13 The Offeror's staff shall be at the monitoring site and shall personally operate the monitoring system continuously 24 hours a day, 7 days a week. The Offeror and/or Offeror's staff shall promptly detect and notify officers of the Key Events(s) and shall respond to all inquiries from officers.
- C.5.13.1 The Offeror shall describe in its Narrative Statement, in detail, how the Offeror will staff the monitoring site and operate the monitoring system.
- C.5.13.2 The Offeror shall describe in its Narrative Statement, in detail, how the Offeror communicates with officers to inform them of Key Events.
- C.5.14 Upon the occurrence of any Key Event, the Offeror shall restore normal monitoring conditions.
- C.5.14.1 The Offeror shall describe in its Narrative Statement, in detail, how the Offeror restores normal monitoring conditions following the occurrences of a key event.
- C.5.15 If normal monitoring conditions cannot be restored within the time limits set forth in the Notification Schedule, the Offeror shall notify the designated officer. The Offeror shall immediately notify the officer when normal monitoring conditions are restored.
- C.5.15.1 The Offeror shall describe in its Narrative Statement, in detail, how the Offeror

contacts the officer when normal monitoring conditions are not restored within the time limits set forth in Section C.5.17

C.5.15.2 The Offeror shall describe in its Narrative Statement in detail, how the Offeror contacts the officer when normal monitoring conditions are restored after the time limits set forth in Section C.5.17

C.5.16 The officer may request that they be notified when a specific subsequent monitoring event occurs (i.e., the participant arrives in range). If the officer requests that the Monitoring Center conduct a conference call between the participant, Monitoring Center and the officer to resolve any monitoring problems, the Offeror shall do so.

C.5.17 The Offeror shall comply with the notification schedule (listed below) 24 hours per day, 7 days per week and shall not modify the schedule without the written consent of the COTR. The time indicated in the Notification column is the amount of time during which the Offeror shall attempt to restore normal monitoring services. If normal monitoring services are not resumed, the Offeror shall notify the officer within 15 minutes of the timeframe noted below.

C.5.17.1 **NOTIFICATION SCHEDULE**

<u>KEY EVENT</u>	<u>NOTIFICATION</u>
	GPS
1 Unauthorized entry and departure into a set exclusion zone	Immediate
2 Unauthorized entry and departure into a set inclusion zone	Immediate
3 Unauthorized absence from residence	Immediate
4 Transmitter out of range-portable monitoring unit not receiving transmitter signal	Immediate
5 Equipment malfunctions-all installed components	Immediate
6 Tampering with equipment-all installed components	Immediate
7 Power degradation, electrical loss or reserve back-up power low	Immediate
8 Location verification failure, including loss of GPS signals	Immediate

9	Missed calls/signals from monitoring unit, including loss of residential telephone contact for continuous remote location monitoring feature	Immediate
10	Missed signals from satellite	Immediate
11	Motion, no GPS	Immediate
12	Velocity	Immediate
13	Low battery alerts	Immediate

C.5.18 The Offeror shall provide copies of reports of participant data, monitoring data or follow-up reports on monitoring incidents, by mail or facsimile transmission as requested by the officer.

C.5.18.1 The Offeror shall describe in its Narrative Statement, in detail, how the Offeror provides the reports described in Section C.5.15.

C.5.19 The Offeror shall provide continuous web-based reporting of any events and web-based reporting of the key events as defined in C.5.17.

C.5.19.1 The Offeror shall describe in its Narrative Statement, in detail, how reporting shall be provided within a web-based system.

C.5.20 The Offeror shall prevent unauthorized access to all monitoring information. Monitoring Center staff that has contact with participants shall not tamper with monitoring data or programming and the Offeror must implement adequate procedures to minimize opportunities for such tampering.

C.5.20.1 The Offeror shall describe in its Narrative Statement, in detail, how the Offeror prevents unauthorized access to all monitoring information.

C.5.20.2 The Offeror shall describe in its Narrative Statement, in detail, how the Offeror prevents monitoring center staff from tampering with monitoring information.

C.5.21 The Monitoring Center staff shall not disclose any monitoring data or information without the written approval of the Contractor and the COTR.

C.5.21.1 The Offeror shall describe in its Narrative Statement, in detail, how the Offeror prevents the unapproved disclosure of monitoring information.

C.6 **Training**

C.6.1 The Offeror shall provide at least one (1) initial training session and a follow-up training and review every six (6) months after the initial training for staff members identified by the COTR concerning the operation and installation of the monitoring equipment and systems specified under this contract. This training shall take place in a location within Court Social Services Division. The training

shall include written instructional material concerning the use of the monitoring system and equipment. The training should be planned to include at least six (6) “installations” for participants.

- C.6.1.1 The Offeror shall describe in its Narrative Statement, in detail, the training provided to CSSD staff and Delinquency Prevention officers. The description shall include copies of any written training materials.
- C.6.1.2 The Offeror shall describe in its Narrative Statement, in detail, any training or informational materials that will be provided to the participant and the participant’s family. The Offeror shall provide copies of any written training or informational materials.
- C.6.2 The Offeror shall provide additional training sessions as determined necessary by CSSD and when requested by CSSD. The additional training sessions can be in the form of “on demand” or “live meetings” and will be offered to staff at the request of the COTR. CSSD shall limit such additional training sessions to those situations where training is required to properly implement and operate the monitoring program and shall not intend to cause unreasonable cost or inconvenience to the Offeror.
 - C.6.2.1 The Offeror shall describe in its Narrative Statement, in detail, the additional training sessions provided for CSSD staff.
- C.6.3 The Offeror shall provide additional training sessions when changes have been made to the operation of the equipment and/or software or its capabilities.
 - C.6.3.1 The Offeror shall describe in its Narrative Statement, in detail, the additional training sessions due to changes in the operation of the equipment and/or software or its capabilities.
- C.6.4 The Offeror shall agree that all on-site and off-site training sessions provided, other than the answering of routine questions received over the course of performance, shall be coordinated through the COTR.
- C.7 **Tools**
 - C.7.1 The Offeror shall provide all necessary tools to install, adjust and remove the global positioning unit. All tools are to be provided in a set that permits easy transport and access to the tools.
 - C.7.2 The Offeror shall immediately provide two (2) complete sets of tools, including any transmitter activation equipment for use with the first 1-20 participant units. The Offeror shall provide one (1) additional tool set for each 1-20 participant units thereafter in each site. Where the number of monitoring units and the

number of officers monitoring participants require fewer sets of tools, the COTR or their designee may request that the Offeror provide the lesser number.

C.7.2.1 The Offeror shall describe in its Narrative Statement, in detail, the tools that the Offeror will supply pursuant to Section C.7.2.

C.8 Overnight Delivery of Required Notices:

C.8.1 In case of equipment or communication failure the Offeror shall provide delivery of required notices (alerts, daily reports, violations, etc.) by overnight delivery to guarantee that no interruption in service to the Delinquency Prevention office occurs.

C.8.1.1 The Offeror shall describe in its Narrative Statement, in detail, how it will provide required notices to the Delinquency Prevention office in the event of equipment or communication failure.

C.9 Spare Equipment and Maintenance:

C.9.1 The Offeror shall maintain a stable inventory of equipment in the Delinquency Prevention office.

C.9.2 In case of equipment failure, CSS' Delinquency Prevention Program will be responsible for providing replacement equipment to the participant. The Offeror shall be responsible for promptly replenishing or increasing the number of global positioning units, handheld web-based officer unit, etc. within 24 hours after notification of a need to do so by the Delinquency Prevention office. All replacements shall be provided by overnight delivery.

C.9.3 The Offeror shall maintain the equipment and spares in good operating condition and arrange for prompt repair or replacement. The Offeror shall be responsible for all replacement and shipping costs.

C.9.4 The Offeror shall supply sufficient spare straps and all other necessary parts for attaching transmitters.

C.9.5 The Offeror shall maintain the following inventory of spare equipment for use by the Contractor.

C.9.5.1 Global Positioning units and handheld web-based officer units – 20% of units in use.

C.9.6 Special needs may arise where additional spare units may be needed by the Delinquency Prevention office. The COTR shall approve all requests for additional spare units in addition to the number stated in Section C.9.5 above.

- C.9.6.1 The Offeror shall describe in its Narrative Statement, in detail, the system that will be used to provide additional spare equipment. The Offeror shall also describe how spare equipment will be provided to maintain a back-up inventory.
- C.9.6.2 The Offeror shall describe in its Narrative Statement, in detail, the maintenance schedule/plan for equipment and spares for each type of equipment provided under this solicitation.
- C.9.6.3 The Offeror shall describe in its Narrative Statement, in detail, the plan including the turn-around-time for repairing and replacing equipment and spares.
- C.9.7 Replacement costs for equipment shall be included and not separate or additional.

C.10 Testimony Preparation and Appearance

- C.10.1 The Offeror shall be competent to attest to its methodology and performance in any legal proceedings if called upon or subpoenaed to testify on behalf of CSSD to support GPS tracking and other data reported by the GPS tracking device.
- C.10.2 If required to provide testimony, the Offeror shall provide an expert witness who shall meet the qualifications required by the Office of the Attorney General (OAG) of the District of Columbia. The expert witness shall have direct responsibility for the information requested and the expert witness is subject to approval by CSSD.
- C.10.3 The Offeror shall assure that the expert witness' general qualifications include: experience in the GPS participant tracking, a degree in a related field and prior experience providing expert testimony on the subject of GPS participant tracking.
- C.10.4 The Offeror shall provide the qualified, expert witness and provide any certified documentation required on short notice.
- C.10.5 The Offeror shall notify the COTR or their designee immediately upon receipt of any legal process requiring disclosure of records of participants.
- C.10.6 The Offeror shall not release any information without authorization from CSSD.
- C.10.7 The Offeror shall be responsible for all travel and witness fees and costs.

C.11 Ethical Standards

- C.11.1 The Offeror and its employee(s) shall avoid compromising relationships with participants, their families and the Delinquency Prevention staff. The Offeror shall report any conflicts of interest, improprieties, or the appearance thereof,

immediately to the Delinquency Prevention office. The Delinquency Prevention office will report any improprieties or the appearance thereof to the COTR.

- C.11.1.1 The Offeror shall describe in its Narrative Statement, in detail, how it will avoid compromising relationships or the appearance thereof, and how it identifies, responds and reports conflicts of interest, improprieties or the appearance thereof, to the Delinquency Prevention office and the COTR.
- C.11.2 The Offeror's staff providing services under this contract shall meet sufficient standards of integrity to ensure that the confidentiality of participant records is not compromised.
- C.11.2.1 The Offeror shall describe in its Narrative Statement in detail how it will ensure that staff providing services under this contract shall meet sufficient standards of integrity to ensure that the confidentiality of participant records is not compromised.
- C.11.3 The Offeror's staff providing services under this contract shall meet sufficient standards of integrity to ensure that unauthorized access to monitoring information is not allowed and no information is disclosed to any third party without written authorization of the COTR or their designee.
- C.11.4 The Offeror's staff providing services under this contract shall meet sufficient standards of integrity to ensure that data generated by the monitoring system is not altered.
- C.11.4.1 The Offeror shall describe in its Narrative Statement, in detail, how it will ensure that staff providing services under this contract shall meet sufficient standards of integrity to ensure that data generated by the monitoring system is not altered.

C.12 Quality Control Program

- C.12.1 The Offeror shall have a formal Quality Control Program in place that will detect and prevent IT vulnerabilities; provide technical support; detect errors in monitoring system performance and availability; prevent future errors in monitoring system performance and availability; provide a process to prevent errors and loss of data in the event of a system malfunction; provide timely and requested amounts of equipment; prevent personnel security issues and provide quality assurance for the services provided under this contract to the Court. The Quality Control Program shall include a routine review process that addresses all areas of the Offeror's performance, and each service described above. The Quality Control Program must be submitted with the proposal submission and will be finalized and approved at the time of award. Changes to the Quality Control Program must be approved by the COTR prior to implementation.

- C.12.1.1 The Offeror shall describe in its Narrative Statement, in detail, the Quality Control Program in place at the Offeror's monitoring center and any other location at which services are provided.
- C.12.1.2 The Offeror shall describe in its Narrative Statement, in detail, the Offeror's plan to monitor the quality of the monitoring equipment and monitoring services provided.
- C.13 The Offeror shall be available to meet with the Court's Representatives within two (2) days following contract award to discuss substance of reports with assurance on accuracy, plans for implementation of monitoring services including training, equipment delivery and installation.
- C.14 Within seven (7) days from contract award, training shall be provided to designated Court staff.
- C.15 Anytime upgraded equipment is provided by the Offeror, such upgrades shall be approved by the COTR and training shall be provided to designated Court staff before the equipment is installed.
- C.16 The Contractor shall make its account representative/project director for this contract available to the Court within 48 hours of a call placed by the COTR or their designee.
- C.17 All equipment, training, and services necessary to monitor the participants shall be available by the date specified by the COTR.
- C.18 Lost Equipment:**
- C.18.1 The Offeror shall describe in detail, the Offeror's Policy and Procedures for reporting and replacing lost equipment while it is Court's possession. The Policy and Procedures shall include any cost that would be incurred by the Court for the replacement of lost equipment.
- C.19 Demonstration/Presentation:**
- C.19.1 The Offerors in the competitive range as determined by the Contracting Officer will be invited to demonstrate their proposed solutions. **See also, Clause L.26.**

SECTION D - PACKAGING AND MARKING

- D.1 Preservation, packaging and packing for all items/services shall be in accordance with the terms and conditions of the contract.

- D.2 The Offeror shall provide sturdy containers for the shipment and storage of monitoring equipment. The containers shall be of such construction that officers may conveniently carry one (1) complete Active monitoring unit (to include transmitter, straps, cords, etc.) without the container, or its handles tearing or breaking.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION OF SERVICES

- E.1.1 DEFINITIONS: "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- E.1.2 The Contractor shall provide and maintain an inspection system acceptable to the District of Columbia Courts covering the services furnished under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Courts during contract performance and for as long as the contract requires.
- E.1.3 The Courts has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Courts shall perform inspections and test in a manner that will not unduly delay the work.
- E.1.4 If the Courts perform inspections or test on the premises of the Contractor or subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in the contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- E.1.5 If any of the services do not conform with the contract requirements, the Courts may require the Contractor to perform the services again in conformity with the contract requirements, at no increase in the contract amount. When the defects in services cannot be corrected by reperformance, the Courts may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.
- E.1.6 If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity with the contract requirements, the Courts may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Courts that is directly related to the performance of such service or (2) terminate the contract for default.

SECTION F - DELIVERIES AND PERFORMANCE

F.1 Term of Contract:

F.1.1 The contract period for the Base Year is anticipated to be from August 2, 2012 through August 1, 2013. 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:

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

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

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

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

F.3 Deliverables:

F.3.1 All Deliverables shall be in a form and manner acceptable to the Courts. The Contractor shall complete the tasks and provide to the COTR the deliverable(s) specified below within the designated time frames:

F.3.2 The Offeror shall make available all records relating to a participant on a daily basis to the COTR (or his/her designee).

F.3.3 The Offeror shall maintain for inspection and examination by authorized D.C. Courts' personnel all participant records associated with the contract for the contract life. At the end of the contract life, all records will become the exclusive property of the Courts.

- F.3.4 The Offeror shall maintain data that includes, but is not limited to, the following information:
- F.3.4.1 The number of Global positioning units installed. This is a tally of the number of participants “hooked-up”.
 - F.3.4.2 The number of Global positioning units disconnected, listed by serial number.
 - F.3.4.3 The net total of the number of monitoring units (participants) operating at the end of each month.
 - F.3.4.4 The number of schedule changes.
 - F.3.4.5 The number of global position unit transmitters returned for repair and the repairs made.
 - F.3.4.6 The number of equipment, listed by serial number, lost or damaged.
- F.3.5 The Offeror shall submit a report on the above data, in writing, to the COTR by the 10th day of each month. The report shall contain data from the preceding month.
- F.3.6 As part of the Offeror’s Narrative Statement the Offeror shall provide copies of the data and reports requested in Section F.3.4.
- F.3.7 The following items may be requested as needed by the COTR but are not required as part of the monthly report:
- (1) The time taken by monitoring center staff to respond to alerts and officers calls.
 - (2) The number of alerts received.
 - (3) The number of calls to officers.
- F.3.8 The Contractor shall submit regular monthly written reports, which shall be due on the 10th day of each month.

SECTION G -CONTRACT ADMINISTRATION DATA

G.1 **Payment/Invoices.**

- G.1.1 The Contractor shall be compensated at the established unit price. The Contractor shall invoice the Courts on a monthly basis at the established unit. The Contractor shall prepare invoices in duplicate and submit them to the COTR within thirty (30) days after the end of each month. The COTR shall review each invoice for certification of receipt of satisfactory services prior Payments shall be made on a monthly basis. The Contractor shall submit to the COTR a breakdown of all charges for work performed.
- G.1.2 The Contractor shall prepare monthly invoices in duplicate and submit them to the payment office specified in Section G.2, below. 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 proper invoices.
- G.1.3 At a minimum, to constitute a proper invoice, the Contractor's invoice shall include the following information:
- a. Name and address of the Contractor;
 - b. The 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.1.4 The Contractor shall submit final invoices within thirty (30) days after the expiration of this contract.
- G.1.5 In addition, the Contractor shall complete **Attachment J.9 - 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
Budget and Finance Division
D.C. Courts
616 H Street, N.W., Suite 600
Washington, D.C. 20001
202-879-2813

G.3 **Billing/Payment Certification**

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:

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

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:

A. Ms. Linda K. Harllee Harper
Deputy Associate Director
District of Columbia Courts
510 4th Street, N.W., Suite 217
Washington, D.C. 20001
Telephone Number: (202) 508-1902

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 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 **Contractor Management Responsibility (MAR 2010)**

The Contractor shall appoint a Project Manager who will be the Contractor's Authorized Representative for technical and administrative performance of all services required hereunder. The Project Manager shall provide the single point of contact through which all Contractor/Court communications, work and technical direction shall flow. The Project Manager will be present at scheduled deliverables presentations and responsible for insuring that any requested changes be made to the final product. The Contractor shall identify the Project Manager, in writing, within 5 days of contract award.

H.6 **Suspension Of Work (Mar 2010)**

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Courts.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed-

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

H.7 **Court Delay of Work (MAR 2010)**

(a) If the performance of all or any part of the work of this contract is delayed or

interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed-

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved; and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

H.8 **Safety Precautions (MAR 2010)**

(a) The Contractor shall perform all work in accordance with the Safety Standards of the District of Columbia and the Occupational Safety and Health Act of 1970.

(b) The Contractor or his representative shall be thoroughly familiar with these standards and have copies of the same available at the project site at all times.

(c) The Courts its officers, agents, servants and employees shall not be held liable for any property damages or physical harm resulting from inadequate protection.

H.9 **Use Of Premises (MAR 2010)**

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

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

(c) Any work necessary to be performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional

expense to the Court.

(d) The Contractor shall use only such entrances to the work area as designated by the COTR.

(e) Any work, once started, shall be completed as rapidly as possible and without unnecessary delay.

(f) Only such portions of the premises as required for proper execution of the contract shall be occupied.

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

(h) Work performed in existing buildings shall be executed in a manner that will cause minimum interference with facility occupants.

(i) All work shall be carried on in an orderly manner performed in such manner to cause minimum:

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

(2) Noises or disturbances.

H.10 Access To Building (MAR 2010)

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

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

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

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

H.11 Availability Of Funds For The Next Fiscal Year (MAR 2010)

The Court's obligation for performance of this contract each fiscal year is

contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Courts for any payment may arise for performance under this contract until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

H.12 Consent to Subcontract (MAR 2010)

The Contractor hereunder shall not subcontract any of the Contractor's work or services 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. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the Court, the Contractor shall remain liable to the Courts for all contractors' work and services required hereunder.

H.13 Subcontracts (MAR 2010)

- (a) Nothing contained in the contract documents shall be construed as creating any contractual relationship between any subcontractor and the Court.
- (b) The divisions or sections of the specifications are intended to control the Contractor in dividing the work among the subcontractors or to limit the work performed by any trade.
- (c) The Contractor shall be as fully responsible to the Court for the acts and omissions of subcontractors, and of persons employed by them as he is for the acts and omissions of persons directly employed by him.
- (d) The Contractor shall be responsible for the coordination of the trades, subcontractors, materials, and persons engaged upon his work.
- (e) The Court will not undertake to settle any differences between the Contractor and his subcontractors or between subcontractors.
- (f) 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 subcontract approved by the Court, the Contractor shall remain liable to the Courts for all contractors' work and services required hereunder.

H.14

Publicity

The Contractor shall at all times obtain the prior written approval from the Court's Contracting Officer 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.

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 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 Offeror shall abide by such provisions in submission of its proposal and performance of any contract awarded. See Attachment J.3.

I.4 Disputes

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

I.5 Laws and Regulations

All applicable laws, Courts rules, 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(2001) 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 Protest

I.9.1 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 Officer
Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 622
Washington, D.C. 20001
Facsimile Number: (202) 879-2835

I.9.2 A protest shall include the following:

I.9.2.1 Name, address and telephone number of the protester;

I.9.2.2 solicitation or contract number;

I.9.2.3 Detailed statement of the legal and factual grounds for the protest, including copies of relevant documents;

I.9.2.4 Request for a ruling by the Contracting Officer; and

I.9.2.5 Statement as to the form of relief requested.

I.10 Debriefing (MAR 2010)

An unsuccessful offeror may request a debriefing by submitting a written request to the Contracting Officer at the address specified in I.10 above within (3) calendar days from the date of receipt of the notification of award.

I.11 **Insurance**

I.11.1 **General Requirements**

The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer giving the evidence of required coverage prior to commencing work under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of that insurer(s) have been provided to and accepted by the Contracting Officer. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed; have either an A.M. Best Company rating of A-VIII or higher. **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 shall require all subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) days prior written notice in the event that the stated limits in the declaration page is reduced via endorsement or the policy is cancelled prior to the expiration date shown on the certificate. The Contractor shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

I.11.2 **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 the contract. The policy shall provide a \$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

I.11.3 **Workers' Compensation Insurance**

The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

I.11.4 **Employer's Liability Insurance**

The Contractor shall provide employer's liability insurance as follows: \$1 million per accident for injury; \$1 million per employee for disease; and \$1 million for policy disease limit.

I.11.4 **Duration**

The Contractor shall carry all required insurance until the contract work is accepted by the Courts and shall carry the required General Liability; and any required Employment Practices Liability Insurance for five (5) years following final acceptance of the work performed under this contract.

I.11.5 **Liability**

These are the required minimum insurance limits required by the Courts.
HOWEVER THE REQUIRED MINIMUM INSURANCE REQUIREMENTS WILL IN NO WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.

I.11.6 **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.11.7 **Notification**

The Contractor shall immediately provide the Contracting Officer with written notice in the event its insurance has or will be substantially changed, cancelled or not renewed, and provide an updated Certificate of Insurance to the Contracting Officer.

I.11.8 **Certificates Of Insurance**

The Contractor shall submit Certificates of Insurance giving evidence of the required insurance coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Reginald Ramdat
Contract Specialist
D.C. Courts
616 H Street, N.W.
Suite 612
Washington, DC 20001
Phone: 202-879-2865
ramdatrn@dcsc.gov

I.11.9 **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.12 **Cancellation Ceiling**

I.12.1 In the event of cancellation of the contract because of nonappropriation for any fiscal year, there shall be a cancellation ceiling of zero dollars representing reasonable preproduction and nonrecurring costs, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

I.13 **Order of Precedence (MAR 2010)**

I.13.1 Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) Supplies and Services or Price/Cost Section (Section B);
- (b) Specifications/Work Statement (Section C);
- (c) Special Contract Requirements (Section H);
- (d) Deliveries and Performance (Section F);
- (e) Contract Clauses (Section I);
- (f) Contract Administration Data (Section G);
- (g) Inspection and Acceptance (Section E); and
- (h) Contract Attachments (Section J) in the order they appear.

I.14 **CONTINUITY OF SERVICES (MAR 2010)**

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

- (1) Furnish phase-in training; and

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

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

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

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

PART III

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 Past Performance Evaluation Form**
- J.9 District of Columbia Courts Release of Claims**

PART IV

REPRESENTATIONS AND INSTRUCTIONS

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-12-RP-0013

Caption: "Global Positioning System Electronic Monitoring & Random Tracking of Offenders"

Proposal Due Date & Time: May 31, 2012, no later than 3:00 p.m.

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: Reginald Ramdat, 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: Reginald Ramdat, Contract Specialist
701 7th 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.3 – Price Proposal.**

L.2.2.1 **Volume I - Technical Proposal shall comprise the following tabs and information:**

Tab A	<p>General Information:</p> <ol style="list-style-type: none"> 1. Whether the Offeror is a corporation, joint venture, partnership (including type of partnership) or individual. 2. Ownership structure. 3. Ownership by foreign corporation with an interest exceeding five (5) percent. 4. Articles of incorporation, partnership or joint venture agreement. 5. 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. 6. 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. 7. Name, address, and current phone number of Offeror’s contact person.
Tab B	<p>Proposed Monitoring Equipment:</p> <p>Describe the capability and ease of installation of global positioning transmitter/unit.</p>

Tab C	Past Performance: Describe Offeror’s Experience, Past Performance and Business Reputation Please refer to Attachment J.8 – Past Performance Evaluation Form)
Tab D	Proposed Staff Qualification: Describe qualifications of Proposed Staff. Resumes shall be included.
Tab E	Proposed monitoring Center: Describe the location of the physical plant, Processing of enrollment data, Notification of key events, status and leave changes, notification of non-compliance, routine reports, and customer assistance.
Tab F	Security of Monitoring Records: Describe the offeror security for the GPS Electronic Monitoring Records
Tab G	Equipment and Maintenance: Describe the quality of equipment maintenance and provision of Spare Equipment, Tools, and Parts.
Tab H	Disclosures: <ol style="list-style-type: none"> 1. Disclosure details of any legal action or litigation past or pending against the Offeror. 2. 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. 3. 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:

Tab A	Price Information: 1. Detailed price breakdown of all price (See also, clause L.3)
Tab B	Certifications, Affidavits, & Other Submissions

	1. Certifications, Affidavits and Other Submissions as specified in Clause L.12
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L.2.2.3 **Each Offeror shall submit one completed copy of the RFP, one (1) original and five (5) copies of the Technical Proposal, and five (5) separately bound copies of the Price Proposal. Each proposal shall be properly indexed and include all information requested in the RFP.**

L.2.4 **Past Performance:**

L.2.4.1 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.

L.2.4.2 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:

L.2.4.3 **References:** The name, address and contact person of three (3) references (See Attachment J.8) for which services of this nature have been provided in the past three (3) years.

L.2.4.4 Past Performance Evaluation Form (Attachment J.8) 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.

L.2.4.5 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 which are relevant to the RFP.

L.2.4.6 The Court reserves the right to contact the owners of projects known to have been completed within the last three (3) years but not supplied as references, and the information received may be used in the evaluation of past performance.

L.2.5 **Disclosure**

L.2.5.1 This section of the proposal shall include the disclosure information described

below:

- L.2.5.1.1 Disclosure details of any legal action or litigation past or pending against the offeror;
- L.2.5.1.2 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; and
- L.2.5.1.3 Documentary evidence (e.g. certificates) that the offeror has a place of business located in the District of Columbia and is authorized to conduct business in the District, and the offeror is current in its tax obligation to the District of Columbia.

L.3 Price Proposal

- L.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.4 Proposal Submission Date and Time, Late Submission, Modifications and Withdrawals

- L.4.1 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.4.1.1 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.4.1.2 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.4.1.3 The proposal is the only proposal received.
- L.4.2 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.4.3 A late proposal, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

L.4.4 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.4.5 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.5 **Questions**

L.5.1 Questions concerning this Request For Proposals must be directed by **e-mail** to:

Reginald Ramdat, Contract Specialist
Procurement and Contracts Branch
Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 612
Washington, D.C. 20001
E-mail address: ramdatrn@dcsc.gov
Telephone: 202-879-2865

L.6 **Explanation to Prospective Offerors**

L.6.1 **Any prospective Offeror desiring an explanation or interpretation of this solicitation must request it by email no later than May 17, 2012 by 3:00 p.m.** Requests shall be directed to the procurement contact person at the e-mail address listed in Section L.5. 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.7 **Changes to the RFP**

L.7.1 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.8 Contract Award

L.8.1 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.8.2 **The Courts may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer shall contain the Offeror's best terms from a standpoint of price, technical, and other factors.**

L.9 Final Proposal Revisions (FPRs)

L.9.1 **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.10 Cancellation of Award

L.10.1 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.11 Official Offer

L.11.1 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.12 Certifications, Affidavits and Other Submissions

L.12.1 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 & J.8 – Past Performance Evaluation Form.

L.13 Retention of Proposals

L.13.1 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 I.2.

L.14 Public Disclosure under FOIA

L.14.1 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.15 Examination of Solicitation

L.15.1 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.16 Acknowledgment of Amendments

L.16.1 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.17 Right to Reject Proposals

L.17.1 The Courts reserve the right to reject, in whole or in part, any and all proposals

received as the result of this RFP.

L.18 Proposal Preparation Costs

L.18.1 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.19 Prime Contractor's Responsibilities

L.19.1 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.19.2 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.20 Contract Type

L.20.1 This is a firm-fixed unit price indefinite quantity contract. Since it is impossible to predetermine the exact quantity of services required during the contract term, the quantities stated in the solicitation are estimates based upon the previous services and on the best knowledge of the Courts. Lesser quantity than specified in the solicitation may be needed as determined by the Courts' need during the term of this contract. Greater quantities shall be authorized in contract modifications to meet the needs of the Court.

L.21 Failure to Respond to Solicitation

L.21.1 In the event that a prospective Offeror does not submit an offer in response to the solicitation, the prospective Offeror shall 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.22 Signing Offers and Certifications

L.22.1 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.23 **Errors in Offers**

L.23.1 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.24 **Authorized Negotiators**

L.24.1 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.25 **Acceptance Period**

L.25.1 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.

L.25.2 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 (FPR) at the designated date and time. Offerors agree keep their FPRs open for one hundred twenty (120) days from the date specified for the submission of FPRs.

L.26 **Presentation/Demonstration**

- L.26.1 The Offerors in the competitive range as determined by the Contracting Officer will be invited to demonstrate their proposed solutions.
- L.26.2 All demonstrations will take place in Courts' Judiciary Square campus. **The Courts will contact each Offeror determined to be in the competitive range to schedule the demonstration.**
- L.26.3 Each demonstration cannot exceed 2 hours. Offerors' technical staff must be present at the demonstration.

PART VI

SECTION M - EVALUATION FACTORS

M.1 **Evaluation for Award**

The Courts intend to make an award to the responsible firm whose proposal represents the best value to the Courts. The evaluation criteria are listed in M.2 below in descending order of importance. The non-price factors - Proposed Monitoring Equipment, Past Performance and Business Reputation, Qualifications of Proposed Staff, Proposed monitoring Center, Proposed security of the Monitoring Record, the Quality of Equipment Maintenance and Provision of Spare Equipment, Tools, and Parts, 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.

M.1.1 The Courts intend to make an award to the responsible firm whose proposal represents the best value to the Courts. The Courts will perform an initial evaluation of each Offeror's proposal using the technical evaluation criteria stated below. The recommendation for award will be based upon the total points awarded for the technical evaluation of the written proposals plus the evaluation of the Offeror's price proposal for realism, reasonableness, and completeness.

M.1.2 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.

M.2 **Technical Evaluation Criteria**

M.2.1 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:

Item No.	EVALUATION CRITERIA	MAXIMUM POINTS
M.2.1.1	<p>Proposed Monitoring Equipment:</p> <p>Describe the capability and ease of installation of global positioning transmitter/unit. (please refer to Clause L.2)</p>	0-20
M.2.1.2	<p>Past Performance:</p> <p>Describe Offeror's Experience, Past Performance and Business Reputation. Please refer to Attachment J.8 – Past Performance Evaluation Form and Clause L.2.4). (also please refer to Clause L.2)</p>	0 - 20
M.2.1.3	<p>Proposed Staff Qualification:</p> <p>Describe qualifications of Proposed Staff. Resumes shall be included. (please refer to Clause L.2)</p>	0 - 20
M.2.1.4	<p>Proposed monitoring Center:</p> <p>Describe the location of the physical plant, Processing of enrollment data, Notification of key events, status and leave changes, notification of non-compliance, routine reports, and customer assistance. (please refer to Clause L.2)</p>	0 - 15
M.2.1.5	<p>Security of Monitoring Records:</p> <p>Describe the offeror security for the GPS Electronic Monitoring Records. (please refer to Clause L.2)</p>	0 - 15
M.2.1.6	<p>Equipment and Maintenance:</p> <p>Describe the quality of equipment maintenance and provision of Spare Equipment, Tools, and Parts. (please refer to Clause L.2)</p>	0 - 10
	TOTAL	100

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 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?

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.