

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

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

DATE ISSUED: December 16, 2019
OPENING DATE: February 17, 2019
OPENING TIME: 3:00 PM

SOLICITATION NUMBER: DCSC-20-RFP- 27

**OFFER/BID FOR: BANKING SERVICES, ARMORED CAR SERVICE
AND DEPOSIT SERVICES & DISBURSEMENTS**

MARKET TYPE: Open Market
**TYPE OF SOLICITATION: Sealed
Proposals (RFP)**

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

The undersigned offers and agrees that, with respect to all terms and conditions accepted by the District of Columbia Courts under “AWARD” below, this offer and the provisions of the RFP/IFB will constitute a Formal Contract.	
OFFEROR	Name and title of Person Authorized to Sign Offer: (Type or Print)
Name: Street: City, State: Zip Code:	Signature _____ Date: _____ (Seal)
Area Code & Telephone Number:	Impress Corporate Seal _____ (Seal) Corporate (Secretary) _____ (Attest)

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

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

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

This solicitation is open market procurement.

PART I
SECTION B - SUPPLIES OR SERVICES AND PRICE/COST

B.1 SERVICES: The District of Columbia Courts (the Courts) are seeking a qualified Contractor to provide banking services that includes automatic teller machines, armored car services and deposit services and disbursements. The Contractor must meet the following minimum requirements:

1. Be a Federal or District of Columbia chartered financial institution
2. Be a member of the Federal Reserve System and have access to all services;
3. Be a depository of Public Funds
4. Be accessible to the public and have branches located in the District of Columbia
5. Be a full service member bank in good standing among other comparable banks; and be capable in excess of the limits established by the Federal Deposit Insurance Corporation (FDIC).
6. Rating Agency rating

B.1.1 The Courts are soliciting proposals for banking services and products that are described in the scope of services. The Courts are interested in examining the prospective financial institution's banking services and associated costs. Offeror shall complete attachment J.10, typically represents a monthly total number of transactions and items associated with DC Courts' banks accounts. A separate bound price proposal must be submitted using the format provided in attachment J.10.

B.2 TERM OF THE CONTRACT: The term of the contract will be one year from the date of the award with one (4) four option years. The date of award shall be the date the Contracting Officer signs the contract document.

B.3 COMMENCEMENT OF WORK:

The work starting date for the financial institution (Contractor) shall be mutually agreed upon by the Courts and the Contractor. The implementation of the new banking system is expected to be March 1, 2020.

B.4 CONTRACT TYPE: The Courts contemplate the award of a **Fee for Services** contract resulting from this solicitation.

B.5 The Pre-Proposal Briefing (On-site Meeting) will be held on January 7, 2020 at 10:00 am at:

District of Columbia Courts

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701 7th Street, N.W., Suite 617

Washington, D.C. 20001

Offerors shall provide the following information no later than January 6, 2020:

- a) Full name of attendee
- b) Name of the Company affiliated with

[END OF SECTION B]

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 OBJECTIVE. The Court is seeking a financial institution that demonstrates a strong commitment to customer service by its banking services and products in addition to cost savings.

C.2 BACKGROUND

The Courts consisting of the Courts of appeals, The Superior Court and the Court System, constitute the Judicial Branch of the District of Columbia Government and are separate from and distinct from the Executive and Legislative Branches. The Mission of the Courts is to provide a fair, swift and accessible justice, enhance public safety and to promote trust and confidence in the justice system.

C.2.1 Effective October 1, 1197, the National Revitalization and Self Government Improvement Act of 1997 “ (Revitalization Act) effected mayor changes in the funding process for the Courts. Under the Revitalization Act, The federal government assumed responsibility for the funding of the Courts Directly. However, for financial statement purposes, the Court must comply with pronouncements of the Government Accounting Standard Board (GASB) which promotes accounting standards for state and local governments.

C.2.2 The Courts collects fees, fines, forfeitures, escrows monies from customers and receive grant funds from the District of Columbia and Federal Governments. The funds are deposited in the Courts’ bank accounts.

C.2.3 The Courts are not allowed to supplement appropriations with interest earned on bank accounts. If interest were earned on all of the bank accounts each month, the total amount of interest earned generally exceeds the total amount of banking services incurred they will deposited in a separate bank account. The Court intended to maintain all banking system services with one financial institution to maximize available earnings and minimize administrative cost. In addition the Courts is interested in various technological advances and pilots that could improve our banking and customer service capabilities, particularly in the areas of accounts reconciliations, efficient and immediate processing of customers checks and positive pay.

C.3 SERVICES/ FORMAT AND CONTENT

For the District of Columbia Courts to be able to adequately compare and evaluate proposals, Section C **must be** submitted in accordance with the format described below. Each proposal should be separated by sections, properly tabbed and labeled in conjunction with the proposal specifications (i.e. “TAB A-Letter of Transmittal”, “TAB B-Bank Profile”, etc.).

C.4 TAB A-LETTER OF TRANSMITTAL

Describe the financial institution’s understanding of the work to be preformed and why the financial institution is the best qualified to perform the services required.

C.5 TAB B- BANK PROFILE

C.5.1 The financial institution shall include the following information in this section:

1. Bank Overview: General overview of the bank’s customer service philosophy and identification of the primary office or branch location to which the District of Columbia Courts will be assigned to or are near in location to the Courts.
2. Experience: The bank’s direct experience in servicing public sector clients. Your response shall include: (a) the number of public agency clients, (b) the dollar amount of public funds on deposit; (c) the bank’s knowledge of and adherence to the District of Columbia Government Code and applicable laws, (d) compliance with bonding requirements, (e) specify any deadlines or time constrains the institution might have, and (f) describe any alternatives, enhancements or improved methods of providing the services mentioned in the REF. In addition, describe any products or series not specifically mentioned in the REP that the bank believes would be beneficial to the institution.
3. Provide the following reports and information about the bank:
 - a. Two most recent fiscal years of audited statements, and
 - b. One copy of each of the four most recent quarterly call reports (Consolidated Report Condition and Income required to be completed by the Federal Financial Institution Examination Council.
4. Disaster Recovery Plan: Describe the bank’s disaster recovery plan in place in the event of system failure.
5. Bank Rating: The Federal Deposit Insurance Corporation (FDIC) and/or other private companies (Better Business Ranking, Best Earning Credit Rate, Veribanc, etc.) provide a bank rating to the public on its safety and soundness based on standard factors, such as credit risk, asset quality, etc.

C.6 TAB C- CONVERSION PLAN

- C.6.1 The District of Columbia Courts requires a smooth and low-cost transition plan to a new bank or to enhance services with its existing bank. The transition plan must be detailed and ensure all current banking services are not interruption and fully implemented by January 1, 2020.

- C.6.2 The financial institution transition plan shall include, at a minimum the following information in this section:
 - 1. Describe an overall plan to ensure a smooth transition from the current bank service provider. This includes but is not limited to the establishment of required bank accounts, the District of Columbia Courts authorized users for various services (i.e. e-banking, signature of checks, positive pay, etc.), modification of checks, etc.

 - 2. Detail all cost and responsible party (the District of Columbia Courts or Bank) in connection with the conversion. State a specific dollar amount and identify those supplies, products or series included or not included.

 - 3. Detail the training program for the Courts staff (i.e. on-site training) and how it will be structured. Along with the training material or user guide that will be provided.

 - 4. Provide a detailed timeline for the transaction period to full implementation. This timeline should detail the services and bank personal that will be assigned to oversee and manage the tasks. The transaction period will occur during the month of December and new services must be full implementation must occur January 1, 2020.

C.7 TAB D- BANK ACCOUNTS

- C.7.1 The Courts currently have 16 bank accounts, including 12 checking accounts. The following listing represents the statement balances of each account as of September 30, 2019 (the Courts do not guarantee that the balances will be maintained at these levels):

Name of Account

1. Crime Victims Compensation (Checking Account-ACH, EFT and check issue files transmission)	\$709,424.89
2. Family Division Checking Account (Numerous ACH deposits and check-issue file transmission)	\$254,892.28

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3. Criminal Division Checking Account (Numerous ACH deposits and check-issue file transmission)	\$ 2,166,713.42
4. Probate Division Checking Account (Numerous ACH deposits and check-issue file transmission)	\$11,001,367.64
5. Civil Division Checking Account (Numerous ACH deposits and check-issue file transmission)	\$11,889,383.29
6. Imprest Fund (Checking Account, numerous ACH deposits)	\$128,839.48
7. General Checking\Pass-Through Account (Numerous ACH and EFT Transfers to Treasury)	\$78,062.88
8. Juror Fees Checking Account (Numerous ACH deposits and check-issue file transmission)	\$51,913.46
9. Witness Fees Checking Account (Numerous ACH deposits and check-issue file transmission)	\$37,387.01
10. Defender Services Transcripts Checking Account (Numerous ACH deposits and check-issue file transmission)	\$104,273.82
11. Courts of Appeals (Numerous ACH deposits and check-issue file transmission)	\$197,790.45
12. Child Support (Deposit and Sweep Account-daily)	\$ 0.00
13. Art Trust Fund Checking Account (Minimal account activity)	\$9,502.92
14. Awards Fund Checking Account (Minimal account activity)	\$19,951.97
15. Gym Checking Account (Minimal account activity)	\$8,001.00
16. Chief Judge Portrait Checking Account (Minimal account activity)	<u>\$ 970.03</u>
TOTAL BANK ACCOUNT BALANCES (Balances as of September 30, 2019)	\$ 26,658474.54

C.7.2 The financial institution shall include the following information in this section:

- a. Does the financial institution offer online bank statements, whereby the District of Columbia Courts can receive the bank statements the first day of the following month?
- b. How many days after banking cycle close would the District of Columbia Courts receive account and analysis statements?

C.8 TAB-E ARMORED CAR SERVICE AND DEPOSIT SERVICES & DISBURSEMENTS.

C.8.1 The District of Columbia Courts currently uses an armored car service (Garda CL Atlantic Inc.) for daily deposit pick-ups at various locations in the Courts. The armored car service, which is *System for Award Management (SAM)* registered, is contracted and paid directly by the Courts.

C.8.2 At various locations within the Courts, funds are collected and transported by Garda, which then takes the funds to the bank. The Courts receives immediate credit, enabling deposits to post by midnight on the day they were collected, receives adjustment(s) for any differences noted once the money deposited is physically counted and receives credit adjustments for no collections/picks-up by the armored car. Below is a listing of the pickup locations and frequency by location:

<u>Location</u>	<u>Frequency</u>
001 -Family Central Intake 500 Indiana Ave NW JM 540 Washington, DC 20001	Mon-Fri
002 -Family Child Support 500 Indiana Ave NW JM 300 Washington, DC 20001	Mon-Fri
003 - Criminal Finance 500 Indiana Ave NW Room 4001 Washington, DC 20001	Mon-Fri
004 - Civil Actions 500 Indiana Ave NW Room 5000 Washington, DC 20001	Mon-Fri
005 -Courts Reporter	Mon-Fri

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500 Indiana Ave NW Room 5400
Washington, DC 20001

006-Child Care Center Wed and-Fri
500 Indiana Ave NW C-185
Washington, DC 20001

007-Public Office Wed and-Fri
430 E Street NW
Washington, DC 20001

008-Committee on Admissions Wed and-Fri
430 E Street NW Room 115
Washington, DC 20001

009-Probate Division Mon-Fri
515 5th Street NW Room 314
Washington, DC 20001

010-Small Claims Mon-Fri
510 4th Street NW Room 120
Washington, DC 20001

011- Landlord & Tenant Mon-Fri
510 4th Street NW Room 110
Washington, DC 20001

012- ATM Services Mon-Fri
(Cash Replenishment)
500 Indiana Avenue, NW
3rd Floor (Close to Room 3100)
Washington, DC 20001

013- ATM Services Mon-Fri
(Cash Replenishment)
500 Indiana Avenue, NW
3rd Floor (Close to Room 3130)
Washington, DC 20001

C.8.3 In addition, to the locations noted above, on a monthly basis the armor car service must collect currency and coins at the Budget and Finance Division, located at Gallery, Suite 600, Washington, DC.

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- C.8.4 The District of Columbia Courts is seeking a financial institution that will furnish an armor car service. The armor car service will be paid directly by the financial institution.
- C.8.5 The financial institution must furnish the Courts deposit bags and deposit tickets for all bank accounts. Deposits in the checking accounts are typically made once a day. Deposits are primarily made in the form of checks, currency, and electronic funds transfer (EFT). Disbursements from the accounts will be through checks and EFTs (e.g. wire transfers) to recurring customers and bank cards.
- C.8.6 The financial institution shall include the following information in this section:
- a. Describe the bank's current armor car service and credit/deposit business process. Along with how matters are handled when armor car services are missed, late, or skipped on scheduled date(s).
 - b. Detail the armor car service monthly charges (i.e. wait time, pick-up fee, etc.), daily pickup time based on the locations provided, and the recording procedures for pickup of deposits.
 - c. Describe the bank's deposit requirements.
 - d. Are the deposit tickets available in multiple part forms? How many copies would the bank require?
 - e. Would the bank require that checks and currency be on separate deposit tickets?
 - f. What type of deposit bags will the bank allow? Will the bank charge fees for these bags or deposit tickets?
 - g. Describe the bank's deposit adjustments and returned check time handling and notification procedures and business process.

C.9 TAB-F COMMERCIAL VAULT SERVICES

- C.9.1 The financial institution shall offer cash vault services for cash ordering needs with high quality processing, unique customer information reporting and security.
- C.9.2 The service must allow the District of Columbia Courts to arrange for withdrawals of currency every two weeks from the Courts' Juror Fees bank account and the delivery of currency to the automatic teller machines (ATM) located at the Courts.
- C.9.3 Authorized Courts' personnel (to be identified after the contract award) will initiate currency orders online or by the telephone every two weeks. The currency orders will be debited from the Juror Fees bank account on the day the currency is delivered by the armored car carrier and transported to the ATMs. The financial institution shall arrange with the Courts' armored car carrier to record for the delivery of the currency to the two

Juror ATMs.

C.9.4 The financial institution shall include the following information in this section:

- a. Describe the bank's policy for meeting the Courts' cash ordering needs for delivery to the ATMS at the Courts various locations.
- b. Describe the banks method to order these funds.

C. 10 TAB G- AUTOMATIC TELLER MACHINES (ATMS)

C.10.1 The District of Columbia Courts has two (2) ATMs for Juror use and three (3) free standing ATMs for internal (Court employees) and external (general public) use at the District of Columbia Superior Court located at 500 Indiana Avenue, N.W., Washington, D.C. (Moultrie Building). An additional ATM will be required at the following location: Gallery Place-lobby, 3rd Floor, Washington D.C., 2000.

C.10.2 The financial institution shall conform to all laws, rules and regulations of the District of Columbia and in compliance with the American with Disabilities Act of 1990, Public Law 101-336, as amended in the installation of the ATM devices.

C.10.3 The financial institution shall be solely responsible for all cost associated with the purchase, installation, operation, maintenance and repairs/replacement of all ATM devices.

C.10.4 The financial institution shall obtain the approval of the Court prior to making any alteration to the building site or infrastructure.

C.10.5 The financial institution ATM devices shall offer the following services, at a minimum:

- a. Cash withdrawals
- b. Balance inquires
- c. Account transfers
- d. Credit card advances
- e. Foreign language support
- f. Access to other ATM/credit card networks
- g. Cash dispensed increment of \$ 5.00. \$10.00 and \$20.00 etc.
- h. Other transactions/services as offers by the financial institution at its other ATMs.

C.10.6 The financial institution shall be solely responsible for providing security of the devices, through an electronic alarm system.

C.10.7 The financial institution be solely responsible for all transactions

C.10.8 The financial institution shall be solely responsible any losses that may occur.

C.10.9 The financial institution shall be solely responsible for all interactions with other networks and financial institutions, operating expenses, fraudulent or misuse of the ATM devices and/or credit cards.

C.10.10 The financial institution shall include the following information in this section:

- a. Describe the bank's procedures for maintaining and replenishing ATMs.
- b. Detail and list the bank's ATM fee(s) and charges.

C.11 TAB H- ACCOUNT RECONCILIATION

C.11.1 The District of Columbia currently performs monthly bank reconciliations on each of the bank accounts using the Sage MIP Accounting software.

C.11.2 To assist in the bank reconciliations, the financial institution shall provide the following monthly reports for **ALL** bank accounts electronically:

- a. Deposit Summary: A report detailing a summary off all the daily deposits from all accounts.
- b. Checks Paid- A report that lists each check paid during the month. The report must identify the check number, issue date, date paid, and dollar amount. There must be subtotals by page and a grand total. Unregistered (outstanding checks), stop payments, and voided top payments must be specifically identified and each category totaled.
- c. Outstanding Check Register- A report detailing all the checks that are outstanding at the end of each month. The report must list the check number, issue date, and dollar amount.
- d. Stale Date- A report that compliances with the Courts' stale date policy as illustrates in the table below.

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Account Name	Stale Date (# of Days)
Courts of Appeals	60
Family Child Support I	60
Crime Victims	60
Witness Fees	60
Juror Fees	120
Awards and Special Programs	60
Imprest Fund	60
Pass-Through	N/A
Courts Reporting	60
Art Trust	N/A
Chief Judge Portrait Fund	60
Civil Division	180
Criminal Division	60
Family Courts	60
Probate Division	60
Escrow Disbursement	N/A
Gym	N/A

- e. Miscellaneous Advice Activity- A report detailing all the one-time debit can credit memos that occurred during the month by reference to date, dollar amount, and a brief description of the adjustment by type. Advices must accompany the monthly statement.
- f. Consolidated Register- A report consolidation of items (a) through (e) noted above. The report must contain both page and report totals, amount fields, check issue and paid dates, check numbers, and transaction type.

C.11.3 The Courts are interested in further automating its accounts reconciliation process and utilizing all additional available banking reconciliation resources to meet its banking and audit requirements for all its bank accounts. Please provide what process/services you have available.

C.11.4 The financial institution shall also address the following questions:

- (i) To assist the Courts in reconciling monthly bank reconciliations, describe in detail the bank’s technical capacity to accept the Courts’s electronically

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transmitted check-issue file, daily, weekly, and monthly using a CSV or other standard accounting format.

- (ii) Describe in detail the bank’s technical capacity to prepare and provide the monthly check reconciliation reports mentioned above.
- (iii) To assist the Courts monthly bank reconciliations that are prepared on the Sage MIP Accounting System, describe the bank’s technical capacity for downloading cleared check data to interface with the Courts’s financial system(s) of record.
- (iv) Describe the bank’s policy and related fees for cashing checks of non-account holders.

C. 12 TAB I- POSITIVE PAY

C.12.1 The District of Columbia Courts currently utilize Positive Pay on its checking accounts, sending check issue files (no later than 4:00pm daily) and obtaining daily information through the Internet. The financial institution must be able to assist the Courts with enhanced development and implementation of Positive Pay to provide early fraud detection and prevention through the review of suspicious or unauthorized checks before they are paid. This process completed by only three designated Courts personnel is called the Daily Exception which must be completed, reported to the bank, between 11:00am and 2:00pm daily. Below is the current configuration of Positive Pay for each of the bank accounts.

Account Name	Positive Pay Setup
Courts of Appeals	Positive Pay NO Payee Verification
Family Child Support I	Positive Pay and Payee Verification
Crime Victims	Full Recon with Positive Pay and Payee Verification
Witness Fees	Full Recon with Positive Pay and Payee Verification
Juror Fees	Full Recon with Positive Pay and Payee Verification
Awards and Special Programs	Full Recon with Positive Pay- NO Payee Verification
Imprest Fund	Positive Pay and Payee Verification
Pass-Through	Positive Pay ONLY
Courts Reporting	Positive Pay and Payee Verification
Art Trust	Positive Pay ONLY
Chief Judge Portrait Fund	Positive Pay and Payee Verification
Civil Division	Positive Pay and Payee Verification
Criminal Division	Positive Pay and Payee Verification

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Family Courts	Positive Pay and Payee Verification
Probate Division	Positive Pay and Payee Verification
Escrow Disbursement	Positive Pay ONLY
Gym	Not on Positive Pay

C.12.2 The financial institution shall address the following questions:

1. Describe in detail the bank’s technical capacity and latest technology for providing Positive Pay.
2. The District of Columbia Courts currently are able to provide bank with a file of all checks issued and voided prior the checks being distributed. Describe the bank’s ability to do this. If so, what are the file format requirements?
3. For bank accounts with the Positive Pay feature, describe the bank’s policy for checks that were subsequently identified as counterfeit. What is the time frame for identifying checks that are determined to be counterfeit? What is the time frame for submitting an affidavit of claimant? What liability, if any, remains with the Courts for fraudulent checks and debit transfers?
4. Describe if the bank has the capacity to accept same-day electronic check clearing. “Same-day” is defined as being able to be transmitted and received by the close of business.

C.13 TAB J-ONLINE BANKING ACCESS

C.13.1 The financial institution shall provide online banking access to allow the Courts to monitor and review all financial activities on all bank accounts. The financial institution must describe the bank’s online service capability for accessing and reviewing prior-day balance report which itemize the day’s activities, viewing deposits and cleared checks, reviewing and placing stop payment orders, originating EFTs to Treasury and other vendors, and performing transfers among the Courts’ bank accounts.

C.13.2 The financial institution shall address the following questions:

1. The financial institution must include any costs associated with setting up the system, ongoing costs for all options, including summary balance information, detailed transaction information, stop payment orders, and EFTs.

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2. Describe the bank's online service capability. Include any costs associated with system set-up and other additional costs.
3. What reports are available? Describe the security of data both internally and externally.
4. Can the District of Columbia Courts perform these functions online:
 - a. Issue stop payments and view stop payments,
 - b. View deposits and cleared checks,
 - c. View and print prior-day balance reports with itemized account activities on a daily basis,
 - d. Perform transfers among the courts accounts,
 - e. Send EFT's electronically,
 - f. Download cleared check data to be uploaded onto the Court's accounting software, and
 - g. Electronic account balance deficiency notification.

C.14 TAB J- CUSTOMER CHECK IMAGING

C.14.1 The financial institution shall provide the latest technology and services available to allow the Courts to electronically transmit and deposit customer's checks, credit/debit card transactions, money orders, and cashier checks into the Courts' bank accounts within hours and no later than the next business day.

C.14.2 The financial institution shall address the following:

1. Describe in detail the bank's product, service, and technology to accept the Courts' customers' checks/money orders for immediate credit to the bank account.

C.15 TAB K-STOP PAYMENTS

C.15.1 The financial institution shall provide an Internet-based stop payment system. Immediate "same day" verification of stop payments is required. Back up procedures (via phone,

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fax, and email), forms, and contacts shall be designated in the event of system failure or emergency.

C.15.2 The financial institution shall address the following :

- a. The financial institution shall provide online stop payment confirmations.
- b. Describe in detail the bank's stop payment services.
- c. Can stop payments be placed online?
- d. Will the bank's system verify if a check has been paid before accepting the stop payment?

C.16 TAB L- ACH RECEIPT AND ELECTRONIC FUNDS

C.16.1 The financial institution shall address the following:

1. Describe the financial institution current use of and requirements of ACH services.
2. The financial institution shall provide options for receiving payments from various EFT credits and receipts, and other payments such as credit and debit transactions.
3. Describe if the financial institution is capable of providing debit cards to be distributed to customers where the Court determines the amount and the funds are available immediately.
4. Describe in detail the bank's EFT process.

C.17 TAB M-EFT ORIGINATION

C.17.1 The financial institution shall provide an automated wire transfer system providing customer security, accuracy, and ease of transfer.

C.17.2 The financial institution shall provide "same day" EFTs to the Federal Departments, Treasury, and other Vendors.

C.17.3 The financial institution shall provide a computer-based or an Internet-based customer initiated wire transfer capability, ability to create and store both repetitive and non-repetitive wires, and security measures for wire initiation and approval. The system shall have security features (multiple passwords, encryption/authentication, test keys, etc.) acceptable to the Courts.

C.17.4 The financial institution shall address the following:

1. Describe the financial institution requirements for incoming, outgoing, and toher wire transfers.
2. Describe in detail the bank's EFT origination products and services that can meet the Courts' EFT requirements described above.

C.18 TAB N- ACCOUNT MAINTENACE

C.18.1 The financial institution shall furnish the following monthly account analysis, monthly bank statements, and annual fiscal statements electronically, via online system and via email to designated Court personnel. (See deliverable section).

C.19 TAB O- ONLINE SERVICES

C.19.1 The financial institution shall provide web-based online banking services that provide added convenience and cost savings. These web-based online banking services should include such services as: image inquire, image on demand, ability to print images, bank statements, information reporting, stop payments, wire transfers, Positive Pay, account balance and transactions inquiries, deposit history, online statements and other applications available online.

C.19.2 The financial institution shall address the following:

1. The financial institution shall provide copies of paid checks online or by CD-ROM. Imaging that offers convenience of checks storage of paid checks images and online viewing of paid checks images is required.
2. Detail the financial institution policy on: (a) the lengths of time reports or images are maintained online, and (b) bank's dispute resolution process.
3. Describe the bank's online services requirements for this service as well as those outlined above.

C.20 TAB P-ESCROW MANAGEMENT

C.20.1 The financial institution shall have the capability to provide escrow management services designated to track, maintain, and report the Court's escrow accounts by court case.

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C.20.2 The District of Columbia Courts is required to track customers' deposits of escrow funds and disbursement activities for monies held in the Courts' registry. The Courts may be required to pay interest, if ordered. In total there will be a total of 4 accounts (Civil, Criminal, Family and Probate) that will require escrow management.

C.20.3 The financial institution shall address the following:

1. Describe the bank's escrow management services as described above.
2. Detail the associated cost for the escrow management of four, individual escrow bank accounts.

C.21 TAB Q-CREDIT/DEBIT CAR ACCEPTANCE AND CHECK GUARANTEE

C.21.1 The District of Columbia Courts currently accepts checks (via Telecheck), credit and debit card payment transactions in person and online from customers (this is currently done on a very limited basis for purposes of e-filing documents and within the Criminal Division. The Courts plans to expand this court-wide within the next 2 to 3 years). All funds are directly deposited by First Data into our bank accounts.

C.21.2 The financial institution shall have the capability to receive credit and debit card and electronic check deposits from our customers. We are looking for a system that can interface with our Case management System (Courtview) or our accounting system SAGE MIP fund accounting software, which represents our Point of Sale (POS) terminal.

C.21.3 The financial institution shall address the following:

- 1) Please describe your program, functionality of how the system works, and relevant experiences. Provide any and all cost and requirements.

C.22 TAB R- BANK BRANCHES

C.22.1 For some bank accounts, on a daily basis the District of Columbia Courts disburse checks over the counter to numerous customers. Many of those customers do not maintain bank accounts. To provide and assist the customers' immediate banking needs, the Courts require the financial institution to have branch facilities in the Washington, D.C. downtown location. The financial institution must have available bank branches in the Washington, D.C. location to meet customers' immediate banking needs.

C.22.2 The financial institution shall include the following information in this section:

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1. Provide the number and locations of bank branches in the Washington, D.C.
2. Provide a listing of locations with bank hours and capabilities at each location.

C.23 TAB S- TRAINING AND SUPPORT

C.23.1 The financial institution must provide training to the Courts' staff who utilizes any of the services or systems offered. The financial institution selected shall also provide support for all products and services provided to the Courts.

C.23.2 The financial institution shall include the following information in this section:

1. Describe the financial institution's policy for providing training and support of the products and services provided and/or offered.

C.24 TAB T- REQUIRED EXHIBITS

C.24.1 The financial institution shall include the following exhibits in its submission(s):

- a. Exhibit 1: Provide a sample of a monthly account analysis statement and the user's guide to the analysis statement.
- b. Exhibit 2: Provide a sample of a monthly bank statement.
- c. Exhibit 3: Provide a sample of a prior day balance report.
- d. Exhibit 4: Provide a sample of a Positive Pay report.
- e. Exhibit 5: Provide samples of any other reports you want us to consider.
- f. Exhibit 6: Provide a sample of stop payment/cancelled check report.
- g. Exhibit 7: Provide a sample of the electronic file of cleared checks.

C.25 TAB U- MINIMUM QUALIFICATIONS

C.25.1 This section shall include proof that the financial institution meets the following minimum requirements:

1. Is a Federal or District of Columbia chartered financial institution,
2. A member of the Federal Reserve system and has access to all services,
3. Is a depository for public funds,

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4. Is a full service member bank in good standing among other comparable banks, and
5. Is capable of securing funds in excess of the limits established by the FDIC.

C.26 TAB V-MANAGEMENT RESPONSABILITIES

C.26.1 The Bank shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Bank (or a specified subcontractor) and shall be fully qualified to perform the work required. The Bank shall include a similar provision in any contract with any subcontractor selected to perform work under this contract.

Failure of the Bank to provide qualified staffing at the level required by the proposal specifications may result in termination of this contract for cause.

C.26.2 The financial institution shall include the following information in this section:

- a) List names, titles, phone and fax numbers, and e-mail addresses of key persons with ongoing responsibility for servicing this account.
- b) Describe their relationship to our account (relationship manager, primary day-to-day contact, secondary contact, etc.) their roles and responsibilities and authority and provide brief biographical sketches for these individuals.

C.27 TAB W- BANKING SERVICES PRICE SHEET

C.27.1 A separately bound prices proposal must be submitted for this solicitation (Attachment J.10). The District of Columbia Courts will not rate or score price, but will evaluate each Offeror's price proposal for realism, reasonableness, and completeness. This evaluation will reflect that the Offeror understands the solicitation requirements and the validity of the Offeror's approach to performing the work. **The closer the technical evaluations, the greater influence price will have on the evaluation.**

C.27.2 A list of the Court's estimated monthly transactions is provided at the end of this proposal for pricing purposes. Fees related to all services described in the proposal must be listed, even if the service is not show on the schedule. Also, include any one-time or set-up charges, research fees, minimum fees, and all other fees that will be charged. Prices must be guaranteed for the initial, and option years of the contract. Any costs associated with the requested services not listed on the Fee Schedule at the end of this proposal will be assumed to be free of charge to the Courts.

C.27.3 The financial institution shall address the following on Attachment J.10:

- a) Provide a complete fee schedule for all the services described in your proposal.
- b) List any additional services for which the proposer intends to charge, along with the price per item (use additional page(s), if necessary)

C.28 TAB X-BANK COMPENSATION

C.28.1 The Courts may compensate banks for services through balances of earnings credits must be carried forward to future periods. The proposed Earnings Credit Rate (ECR) for the monthly analysis must be equal or exceed the 90 day Treasury Bill average for the previous month; however the bank may offer an enhanced ECR.

C.28.2 All earnings credits for each of the individual bank account established (total of 16) will be deposited directly into an individual bank account. Any and all funds with this individual bank account belong to the Courts. This bank account will be used to issue payments to the Bank for their monthly services. The Bank shall notify the Courts immediately if the earning credits are not sufficient to cover monthly service fees.

C.28.3 Under no circumstances can the Bank debit this individual account for any cost or fees associated with the services provided, with the formal approval of the Courts CFO. Monthly, the Bank will submit a detailed electronic invoice for services along with analysis statement to the following email: AccountingBranch@dscg.gov. Upon review and approval of the Bank's monthly invoices, payment will be issued via wire transfer payments.

C.28.4 The financial institution shall address the following:

- a) Does the Courts have the option of compensating your financial institution through either direct fees or compensating balances? Is the price the same for either option? If not, what is the difference?
- b) If on a fee basis, can excess balances be used to partially offset activity charges? Will earnings credit on collected balances in excess of those required to pay charges incurred in any month be carried forward to offset future bank charges?
- c) Please provide a sample analysis statement.
- d) How soon after month-end is the analysis statement available and emailed?
- e) Does the bank offer electronic analysis and bank statements? How many months are these statements maintained/retained on this service?

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- f) How is your earnings credit determined, adjusted, and applied? Please include in your explanation the impact of your reserve requirement, your formula for converting service charges to balance requirements, and a listing of your earnings credits and reserve requirements for the most recent 12- month period.
 - g) Please disclose the OCR that the bank will offer the Courts and describe the method to calculate the earnings credits.
 - h) What billing options do you offer?
 - i) How soon after the closing of the billing period is the account analysis available?
 - j) How are adjustments reflected in the account analysis? What is the cutoff date for the Courts to notify the bank of errors to have adjustments reflected on the next account analysis statement?
 - k) Is there a fee or other assessment for FDIC Insurance? If so how does the bank calculate that charge?.
 - l) When calculating average balances, are daily positive and negative balance netted to avoid overdraft on the main account?
 - m) Describe in detail exactly which type of items and services can be applied against the Court's account analysis in addition to standard bank services such as online transactions, number of checks paid, and number of deposits tickets submitted.
- C.28.5 The bank must submit its pricing in the pro-formats provided; it is expected the bank will have some charges not specified in the formats provided or those descriptions differ slightly from those presented in the formats provided. While the goal is to be able to compare pricing against other bank proposals, the bank is responsible for ensuring that all cost associated with the requirements described in this RFP and/or addressed in their Proposal are included. Any Fee that is not fully documented and included in the Proposal and included on the formatted schedules provided will not be allowed during the contract, unless agreed in writing by the Courts.

THE END OF SECTION C

SECTION D - PACKAGING AND MARKING

This section is not applicable to this solicitation

SECTION E – INSPECTION AND ACCEPTANCE

E.1 INSPECTION OF SERVICES

- E.1.1 DEFINITIONS: "Services," as used in this clause, includes services performed, furnished or utilized in the performance of services.
- E.1.2 The Contractor shall provide and maintain an inspection/monitoring system acceptable to the Courts covering the services furnished under this contract. Complete records of all inspection/monitoring work performed by the Contractor shall be maintained and made available to the Courts during contract performance and for as long as the contract requires.
- E.1.3 The Courts have the right to inspect 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 in a manner that will not unduly delay the work.
- E.1.4 If the Courts perform inspections on the premises of the Contractor or subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in the contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- E.1.5 If any of the services do not conform to the contract requirements, the Courts may require the Contractor to perform the services again in conformity with the contract requirements, at no increase in the contract amount. When the defects in services cannot be corrected by performance, the Courts may:
 - A) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
 - B) 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.

[END OF SECTION E]

SECTION F - DELIVERIES AND PERFORMANCE

F.1 TERM OF CONTRACT

The term of the contract will be for one (1) year from the date of the award with four (1 year) option years. 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 base period of this contract for four (4) one (1 Year period or a fraction 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 thirty (30) calendar 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 thirty (30) calendar day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.2.1 The prices for the option periods shall be as specified in the contract.

F.2.2 The total duration of this contract including the exercise of any options under this clause shall not exceed five (5) years.

F.3 DELIVERABLES/PERFORMANCE

F.3.1 All Deliverables shall be performed in accordance with the Statement of Work in Section C. In addition, the contractor shall complete the tasks and provide to the COTR the deliverables specified below within the designated time frames:

The financial Institution shall furnish the following monthly account analysis, monthly bank statements and annual fiscal statements.

- a. Monthly Account Analysis-All accounts are to be consolidated into one account analysis. The report shall include a monthly detailed analysis of the financial institution's costs of operating the Courts' bank accounts. Interests earned that month and deposits made on Earned Interest Account. The statement should reflect what fees were incurred and that they were waived due to the account

balances maintained by the Court. Statement cycles shall be on a calendar month basis.

- b. Monthly Bank Statements- Monthly bank statements shall be provided within 10 working days following the end of each month and must include a listing of the daily activity for deposits, withdrawals, voided/cancelled checks, return check fees and adjustments. A beginning and ending balance must be provided as well. Cancelled checks must be provided on a CD ROM disk if they are not available online. Immediate access to online monthly bank statements at the beginning of each month would be preferable.

- c. Annual/Fiscal Statements- the annual/fiscal statement shall detail the total annual costs of the banking services provided by the financial institution. The number of transactions made that year. The annual statement detailed banking services analysis shall be prepared based on the Courts’ fiscal year (October 1st-September 31st) and submitted within 30 days after the end of each fiscal year.

F.5 STANDARD OF PERFORMANCE

The Contractor shall provide a high standard of professional service. In determining whether the Contractor has performed accordingly, it is understood and agreed that the Courts will measure the amount and quality of the services required by the contract against the representations made by the Contractor in the written proposal provided during the solicitation process.

Performance Metric	Required Service	Performance Indicator	Monitoring Method
Accuracy/ completeness/ technical proficiency	All work products shall be complete, accurate, and conducted according to industry standards.	Draft and final work products are complete and accurate and were conducted in a technically-competent and appropriate manner.	The COTR review of work products may include external peer review of deliverables. The Courts reserves the right to perform any inspection and audit as deemed necessary to assure that the Contractor’s services conform to contract requirements.
Timeliness	All work products shall be completed on timeline requested by the Courts in order to be most effective and used for intended purpose.	Contractors’ deliverables are provided on timeline requested by the Courts or defined in the contract and all accepted schedules submitted by the	The COTR will review deliverables with respect to the timeline requested by the Courts or defined in the contract and in accepted Contractor schedules accepted by the Courts during the contract period.

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		Contractor unless modified with COTR concurrence.	
Responsiveness	The Contractor shall be responsive to requests for clarifications on submitted work products or to refinements to the work based on changing needs (but within the contract scope).	The Contractor is able to provide requested information or make adjustments to work products that provide benefit(s) to the Courts without undue delays.	The COTR will review the Contractor's ability to adjust task work in response to changing conditions, needs, and unexpected circumstances.
Communication	The Contractor shall proactively keep the Courts apprised of all issues related to the conduct of the task including, but not limited to progress of work, any issues that affect the multiple Contractor's ability to meet schedule or budget requirements, or unforeseen logistical issues.	The Contractor shall provide both regular updates on the progress of work under the task order and notify the COTR of any unanticipated circumstances that affect either the analytics/logistics of the project(s) scope, schedule, or budget.	The COTR will review both regular and ad hoc updates and program-related communication.
Cost	The Contractor shall proactively manage financial status and health of the CM contract.	Contractor shall provide Quarterly Financial report to demonstrate actual costs incurred against the Contractor's cost proposal and spending.	The COTR will review all cost-related reporting to determine if Contractor is performing within proposed cost.

F.6 TERMINATION FOR CAUSE

F.6.1 The Courts may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

(a) The Bank fails to make delivery of services as specified in this contract, or

(b) The Bank fails to perform any of the provisions of this contract, fails to perform in a professionally acceptable manner, or fails to timely perform, as to endanger the ability of the Courts to perform its duties.

C.6.2 The Contracting Officer shall provide the Bank with written notice of the conditions endangering performance. If the Bank fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as may be authorized in writing) OST shall issue the Bank an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

C.6.3 TERMINATION FOR CONVENIENCE

The Courts may terminate performance of work under this contract in whole or in part whenever, for any reason, the Courts shall determine that the termination is in the best interest of the Courts. In the event the Courts elect to terminate this contract, in whole or in part pursuant to this provision, it shall provide the Bank written notice at least thirty (30) days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Bank shall continue to perform any part of the work that may have not been terminated by the notice. In the event termination occurs under this provision, such shall be without liability to the Court and any officer and employee thereof.

[END OF SECTION F]

SECTION G -CONTRACT ADMINISTRATION DATA

G.1 Payment

- G.1.1 The contractor shall be compensated at the fixed fees specified in its Final Proposal Revision for providing banking services from earning (interest) generated from the accounts credit balances and any excess earnings credits must be carried out forward to future periods.
- G.1.2 Under no circumstances can the Bank debit the Court's accounts for any cost or fees associated with the services provided. Fees for the services provided must be billed monthly in conjunction with an analysis statement. Charges for overdrafts shall be handled through the statement analysis process.
- G.1.3 All of the earning (interest) generated from the Court's accounts credit balances and any excess earnings credits must be transferred, at the end of the month, into a separate non-interest earning account. The Courts will make the fixed fees monthly payments to the contractor directly from this account. At the end of the Courts fiscal year (September 31st) any funds that remain in this non-interest earning account belongs to the Courts.
- G.1.4 The Contractor will be compensated upon completion and acceptance of the work as specified in the contract. Payments shall be considered as being made on the day of an electronic funds transfer. The contractor shall be compensated its monthly fixed fees upon the submission and approval of a proper invoice. Once the invoice is approved by the Financial Operations Branch Chief, an EFT payment will be issued the Bank.
- G.1.5 Payment request means any request for contract financing payment or invoice payment by the Contractor. All monthly invoices must be submitted electronically (e-mailed) to the AccountingBranch@dcsc.gov and to the Financial Operations Branch Chief. To constitute a proper invoice, at a minimum, the Contractors' electronic invoice, submitted shall include the following information:
- Name and address of the Contractor,
 - The purchase order number,
 - Invoice date,
 - Invoice number,
 - Name of the Contracting Officer Technical Representative (COTR),
 - COTR email address, and
 - Description, quality, unit of measure, and extended price of the services or supplies rendered.

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- Cost of the Armor Car Service and any credits for adjustments for failed services (late pickup, missed or no shows).

G.1.6 The Contracting Officer’s Technical Representative (COTR) shall review each electronic invoice for certification of receipt of satisfactory services prior to authorization of payment.

G.1.7 The invoice form to be reported with the following elements:

TOTAL EXPENDITURES					
(Document Number: XXX-X-XX-XXXX-XX)					
Line Item	Description	Approved Budget	Amt. Voucher To Date	Amt. Voucher This Period	Balance of Approved Budget
0001			\$XXXX.XX	\$XXXX.XX	
0002			\$XXXX.XX	\$XXXX.XX	
Total			\$XXXX.XX	\$XXXX.XX	

(1) The invoice shall include a certification, signed by an authorized representative of the Contractor, as follows:

The undersigned hereby certifies to the best of my knowledge and belief that the fiscal report and any attachments have been prepared from the books and records of the Contractor in accordance with the terms of this contract and are correct: the sum claimed under this contract is proper and due, and all the costs of contract performance (except as herewith reported in writing) have been paid, or to the extent allowed under the applicable payment clause, will be paid currently by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and the quantities and amounts involved are consistent with the requirements of this Contract; all required Contracting Officer approvals have been obtained; and appropriate refund to The Court will be made promptly upon request in the event of disallowance of costs not reimbursable under the terms of this contract.

BY: _____
 TITLE: _____
 DATE: _____

G.1.8 Upon compliance by the Contractor with all the provisions of this contract, acceptance by The Courts of the work and final report, and a satisfactory accounting by the Contractor of all The Courts-owned property for which the Contractor had custodial responsibility, The Courts shall promptly pay to the Contractor any moneys (dollars or local currency) due under the completion voucher. The Courts will make suitable reduction for any disallowance or indebtedness by the Contractor by applying the proceeds of the voucher first to such deductions and next to any un-liquidated balance of advance remaining under this contract.

G.2 Final Invoice

G.2.1 The Contractor shall submit final electronic invoice (s) within thirty (30) days after the expiration of this contract. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

G.2.2 The Contractor must contact the COTR in order to obtain a D.C. Courts Release of Claims form. Upon receipt of the form, the Contractor must complete and submitted the Release of Claims form as well as provide a copy of the final electronic invoice to the COTR.

G.3 Tax Exempt

G.3.1 The Courts is exempt from taxation pursuant to D.C. Code 47-2005(1).

G.4 Prompt Payment Act

G.4.1 The Courts will pay interest (late charge) on each electronically received and approved invoice pursuant to the Prompt Payment Act, 31 U.S.C. 3901 et seq.

G.5 BILLING/PAYMENT

G.5.1 Payment to the Contractor for items delivered and services satisfactorily performed shall be made by the Courts once the Contractor's certified invoice has been accepted by the **COTR**, or in the case of a dispute, subject to final determination by the Contracting Officer.

G.6 AUDITS

G.6.1 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) calendar days after written notification.

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

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

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

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

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

Nadiuska Pringle
District of Columbia Courts
600 H Street, N.W., Suite 616
Washington, D.C. 20001

G.8 AUTHORIZED REPRESENTATIVE OF THE CONTRACTING OFFICER

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

G.8.2 TECHNICAL DIRECTIONS/RELATIONSHIP WITH THE COURT

a) Technical Directions are defined to include:

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- 1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
 - 2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;
 - 3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in **Section C**.
- b) The COTR is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:
- 1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
 - 2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.
 - 3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as “Contracting Officer’s Technical Representative “with a copy furnished to the Contracting Officer.
 - 4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.
 - 5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.
 - 6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

LIMITATIONS: The Contracting Officer’s Technical Representative is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by the Courts. The Contracting Officer’s Technical Representative may not take any action which may

impact on the contract schedule, funds, scope or rate of utilization of LOE. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, and schedules shall be made only by the Contracting Officer.

- c) In the separately-issued Contracting Officer's Technical Representative Designation letter, the CO designates an alternate Contracting Officer's Technical Representative to act in the absence of the designated Contracting Officer's Technical Representative, in accordance with the terms of the letter.
- d) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations. The Contractor and the Contracting Officer's Technical Representative shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.
- e) Failure by the Contractor to report to the Administrative Contracting Office, any action by the Court considered to a change, within the specified twenty (20) calendar days (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

G.8.3 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.

[END OF SECTION G]

SECTION H - SPECIAL CONTRACTS REQUIREMENTS

H.1 OTHER CONTRACTORS AND CONSULTANTS

- H.1.1 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.1.2 Contractors or consultants that helped or assisted the preparation of the RFP cannot be part of the proposal or help implement the contract one awarded for a period of one year.

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 DC COURTS' RESPONSIBILITIES

- H.3.1 The Courts will provide suitable office space containing six (6) fully equipped workstations (desktop with standard office software, phone, furniture and filing) with access to the Courts network. Shared printer, fax, copiers and paper supply will be provided as well.

H.3 RESERVED

H.4 SECURITY REQUIREMENTS

The Courts is a unique environment for Contractors to perform work. There are levels of security that can hinder access to all areas of the buildings, such as, high-traffic areas, cell blocks, and secure areas for Judges and Jurors. Working in a building that includes many different levels of security can be challenging. **The Contractor is required to obtain Court clearances for their project team and their subcontractors and obtain permission to work in secure areas.** The Courts requirement for Contractor personnel to obtain a badge to have access to the buildings will be notified at the time of the award. The Courts will notify the Contractor of all such requirements as soon as practicable. If the procedures to acquire the security change, the Contraction Officer will notify the Contractor of any new requirements as soon as practicable. The Contractor shall satisfy security requirements as designated by the Contracting Officer. Contractors should understand that some secure areas require work to be performed during off hours or with the accompaniment of Court Security Offices (CSO's). These secure areas include the Clerk of the Court's office area, Judges' Chambers, and U.S. Marshals Space. A CSO and U.S. Marshal must be retained for security use by the Contractor when entering these areas.

H.5 CONTRACTOR MANAGEMENT RESPONSIBILITY

The Bank shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Bank (or a specified subcontractor) and shall be fully qualified to perform the work required. The Bank shall include a similar provision in any contract with any subcontractor selected to perform work under this contract. Failure of the Bank to provide qualified staffing at the level required by the proposal specifications may result in termination of this contract for cause.

H.6 RESERVED

H.7 RESERVED

H.8 RESERVED

H.9 RESERVED

H.10 ACCESS TO BUILDING

- (a) Contractor will be given access to all buildings where work will be performed.
- (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.

H.11 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

The Court's obligation for performance of this contract beyond 30 September 2019 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 beyond 30 September 2019, 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

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor or consultant 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 Courts, the Contractor shall remain liable to the Courts for all contractors' work and services required hereunder.

H.12.1 The Contractor must request Contracting Officer consent and submit the information required by the aforementioned clause for any subcontracts that was not part of the proposal.

H.12.2 The Contractor must request Contracting Officer consent and submit the information required by the aforementioned clause for any STTA that was not part of the proposal.

H.13 SUBCONTRACTS

- (a) Nothing contained in the contract documents shall be construed as creating any contractual relationship between any subcontractor and the Courts.
- (b) The Contractor shall be as fully responsible to the Courts 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.
- (c) The Contractor shall be responsible for the coordination of the trades, subcontractors, materials, and persons engaged upon his work.

- (d) The Court will not undertake to settle any differences between the Contractor and his subcontractors or between subcontractors.
- (e) Any work or service so subcontracted shall be performed pursuant to a subcontract agreement which the Courts shall have the rights to review and approve prior to its execution. Notwithstanding any such subcontractor approved by the Courts, 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.

H.15 RESERVED

H.16 RESERVED

H.17 RESERVED

H.18 CHANGES—COST-REIMBURSEMENT

- (a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
 - (1) Deliverables when the supplies to be furnished are to be specially manufactured for the Courts
 - (2) Method of shipment or packing.
 - (3) Place of delivery.
- (b) If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an adjustment under this clause within thirty (30) calendar days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

- (d) Failure to agree to any adjustment shall be a dispute under the Disputes clause.
However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

- (f) Notwithstanding the terms and conditions of paragraphs (a) and (b) above, the estimated cost of this contract and, if this contract is incrementally funded, the funds allotted for the performance of this contract, shall not be increased or considered to be increased except by specific written modification of the contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract. Until this modification is made, the Contractor shall not be obligated to continue performance or incur costs beyond the point established in the Limitation of Cost or Limitation of Funds clause of this contract.

[END OF SECTION H]

PART II

SECTION I - CONTRACT CLAUSES

I.1 APPLICABILITY OF GENERAL PROVISIONS APPLICABLE TO COURTS CONTRACTS

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

I.2 RESTRICTION ON DISCLOSURE AND USE OF DATA

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

I.3 DISPUTES

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

I.4 EXAMINATION OF BOOKS AND RECORDS

The Contracting Officer or any of the Contracting Officer's duly authorized representatives shall, until three (3) 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.5 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.6 RESERVED

I.7 PROTEST

- I.7.1 Any aggrieved person may protest this solicitation, award or proposed contract award in accordance with Chapter eight (8) of the Procurement Guidelines of the District of Columbia Courts that can be found at :
<http://intranet/attachment/861636800000/12321/DCCourtsProcurementGuidelines.pdf>.

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Protest shall be filed in writing, within ten (10) calendar days after the basis of the protest is known (or should have been known), whichever is earlier with the Contracting Officer at:

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

I.7.2 A protest shall include the following:

- (a) Name, address and telephone number of the protester;
- (b) solicitation or contract number;
- (c) Detailed statement of the legal and factual grounds for the protest, including copies of relevant documents;
- (d) Request for a ruling by the Contracting Officer; and
- (e) Statement as to the form of relief requested.

I.8 RESERVED

I.9 RIGHTS IN DATA

I.9.1 “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.9.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.9.3 The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.9.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.9.5 All data first produced in the performance of this Contract shall be the sole property of the Courts. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the Courts under this Contract, are works made for hire and are the sole property of the Courts; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the Courts the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the Courts all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the Courts until such time as the Courts may have released such data to the public.
- I.9.6 The Courts will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.9.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any Courts installation to which the computer may be transferred by the Courts;

- I.9.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.9.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.9.7 The restricted rights set forth in section I.9.6 are of no effect unless
 - (i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

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

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the Courts' rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the Courts of liability with respect to such unmarked software.
- I.9.8 In addition to the rights granted in Section I.9.6 above, the Contractor hereby grants to the Courts a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.9.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the Courts under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the Courts under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the Courts any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.9.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.9, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the Courts' or the Contractor's rights in that subcontractor data or computer software which is required for the Courts.

- I.9.10 For all computer software furnished to the Courts with the rights specified in **Section I.9.5**, the Contractor shall furnish to the Courts, a copy of the source code with such rights of the scope specified in **Section I.9.5**. For all computer software furnished to the Courts with the restricted rights specified in **Section I.9.6**, the Courts, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the Courts under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.9.11 The Contractor shall indemnify and save and hold harmless the Courts, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract or based upon libelous or other unlawful matter contained in such data.
- I.9.12 Nothing contained in this clause shall imply a license to the Courts under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Courts under any patent.
- I.9.13 Paragraphs **I.9.6, I.9.7, I.9.8, I.9.11** and **I.9.12** above are not applicable to material furnished to the Contractor by the Courts and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

I.10 RESERVED

I.11 Debriefing

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

I.12 Insurance

I.12.1 General Requirements

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) calendar 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) calendar 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) calendar days prior written notice in the event of non-payment of premium.

I.12.2 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.12.3 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.12.4 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.12.4 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.12.5 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.12.6 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 costs of insurance and bonds in the contract price.

I.12.7 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.12.8 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:

Flor de Rivera
Senior Contract Specialist
616 H Street, N.W.
Suite 612
Washington, DC 20001
Phone: 202-879-8778
maria.rivera@dcsc.gov

I.12.9 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.13 Order of Precedence

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

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

- (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 affect 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 ninety (90) calendar 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

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- 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.

[END OF SECTION I]

PART III

LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS AND APPENDIX (TO BE INCLUDED UPON FINALIZING THE SOLICITATION)

- 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 District of Columbia Courts Release of Claims**
- J.8 Past Performance Evaluation**
- J.9 RESERVED**
- J.10 Contractor's Price Schedule**

[END OF SECTION J]

**PART IV
REPRESENTATIONS AND INSTRUCTIONS**

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

K.1. Certification Regarding a Drug-Free Workplace

K.1.1 Definitions. As used in this provision:

K.1.1.1 "Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C.) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

K.1.1.2 "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

K.1.1.3 "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

K.1.1.4 "Drug-free workplace" means the site (s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

K.1.1.5 "Employee" means an employee of the 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 thirty (30) calendar days after contract award (unless a longer period is agreed to in writing), for contracts of thirty (30) calendar days or more performance duration, or as soon as possible for contract of

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less than thirty (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 five (5) calendar days after such conviction;
- K.1.2.5 Notify the Contracting Officer in writing within ten (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 thirty (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

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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

REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS

K.2. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

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

K.3 . OFFICERS NOT TO BENEFIT CERTIFICATION

Each Offeror shall check one of the following:

- ___ (a) No person listed in Clause 21 of the District of Columbia Courts General Contract Provisions <http://intranet/attachment/861636800000/12321/DCCourtsProcurementGuidelines.pdf> will benefit from this contract.
- ___ (b) The following person(s) listed in Clause 21 of the District of Columbia Courts General Contract Provisions may benefit from this contract. For each person listed, attach the affidavit required by Clause 21 of the District of Columbia Courts General Contract Provisions.

K.4 . CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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- (a) Each signature on the bid is considered to be a certification by the signatory that:
 - (1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices bid;
 - (2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.
- (b) Each signature on the bid is considered to be a certification by the signatory that the signatory;
 - (1) Is the person in the Bidder's organization responsible for determining the prices being offered in this bid, 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 principles 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 bid and the title of his or her position in the Bidder'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) (i) 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 Bidder deleted or modifies subparagraph (a) (2) above, the Bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the

disclosure.

K.5. TYPE OF BUSINESS ORGANIZATION

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

K.6. PAYMENT IDENTIFICATION NO.

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

Please list below applicable Contractor information:

Federal Tax Identification Number: _____

Or

Social Security Number: _____

Legal Name of Entity Assigned this Number: _____

Street Address and/or Mailing Address: _____

City, State, and Zip Code: _____

Type of Business: _____

Telephone Number: _____

PAYMENTS UNDER TERMS OF ANY CONTRACT RESULTING FROM THIS SOLICITATION WILL BE HELD IN ABEYANCE PENDING RECEIPT OF A VALID FEDERAL TAX IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER.

[END OF SECTION K]

**PART V
REPRESENTATIONS AND INSTRUCTIONS**

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 METHOD OF AWARD

- L.1.1. The Courts reserves the right to accept/reject any/all proposals resulting from this solicitation. The Contracting Officer may reject all proposals or waive any minor informality or irregularity in proposals received whenever it is determined that such action is in the best interest of the Courts.
- L.1.2 The Courts intends to award a contract or contracts (more than one) resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and sub-factors in the solicitation.
- L.1.3 The Courts may waive informalities and minor irregularities in proposals received, The Court intends to select the best value proposals and may request a presentation from offerors. Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Courts reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.
- L1.4 Exchanges with offerors after receipt of a proposal do not constitute a rejection or counter offer by the Courts.
- L.1.5 The Courts may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or sub-line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting officer determines that the lack of balance poses an unacceptable risk to the Government.
- L.1.6 If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- L.1.7 A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
 - (1) If a post-award debriefing is given to requesting offerors, the Courts shall disclose the following information, if applicable:

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- (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (iv) A summary of the rationale for award.
- (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

L.1.8 Offers shall be mailed and/or hand delivered to the following address:

Bids/Proposals shall be **mailed** to the following address:

District of Columbia Courts
Administrative Services Division
Procurement and Contracts Branch
Attn: Flor Rivera, Senior Contract Specialist
616 H Street, N.W., Suite 612
Washington, D.C. 20001

Bids/Proposals shall be **hand delivered** to the following address:

District of Columbia Courts
Administrative Services Division
Procurement and Contracts Branch
Attn: Flor Rivera, Contract Specialist
701 7th Street, N.W., Suite 612
Washington, D.C. 20001

Bids/Proposals shall be **electronically mailed** to the following address:

maria.rivera@dcsc.gov

L.2. CONFIDENTIALITY OF SUBMITTED INFORMATION

L.2.1 Offerors who include in their proposals data that they do not want disclosed to the public

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or used by the District of Columbia Courts except for use in the procurement process shall mark the title page of the proposal document with the following legend:

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

- L.2.2. The specific information within the *proposal* which the offeror is making subject to this restriction announced on the title page must be noted on the individual pages which contain it. The offeror shall mark each page containing confidential information or data it wishes to restrict with the following text:

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

- L.2.3. Note that the Courts shall have the right to duplicate, use, or disclose the data to the extent consistent with the Court's internal needs in the procurement process. The Courts may, without permission of the offeror, use, without restriction, information contained in this proposal package if it is obtained from another source.

L.3. PROPOSAL SUBMISSION DATE AND TIME, LATE SUBMISSION, MODIFICATIONS, AND WITHDRAWALS

- L.3.1. Offers 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:
- a. 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 proposals;
 - b. 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
 - c. The proposal is the only proposal received.
- L.3.2. The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal,

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modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown in the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.

- L.3.3. A late proposal, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.
- L.3.4. A late modification of a successful proposal which makes its terms more favorable to the Courts shall be considered at any time it is received and may be accepted.
- L.3.5. A late proposal, late modification or late withdrawal of proposal that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful proposals resulting from this solicitation.

L.4. QUESTIONS

- L.4.1. Questions concerning this Request for Proposal must be directed in writing no later than January 10, 2020 at 2:00 PM (EST) to:

Flor Rivera, Senior Contract Specialist
Procurement and Contracts Branch
Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 612
Washington, D.C. 20001
Telephone Number: (202) 879-8778
Facsimile Number: (202) 879-2835
Email: maria.rivera@dcsc.gov

L.5. EXPLANATION TO PROSPECTIVE OFFERORS

- L.5.1. **Any prospective offeror desiring an explanation or interpretation of this solicitation must request it in writing at least five (5) calendar days prior to the proposal receiving date.** Requests should be directed to the procurement contact person at the address listed in **Section L.6**. 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 proposals or if the lack of, it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.6. CANCELLATION OF AWARD

L.6.1. The Courts reserve the right, without liability to the Courts, 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 Courts.

1.7 RESERVED

L.8. OFFICIAL PROPOSAL

L.8.1. Proposals 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.9. CERTIFICATIONS, AFFIDAVITS AND OTHER SUBMISSIONS

L.9.1. Offerors shall complete and return with their price proposal Page 1 Solicitation, Offer and Award for Supplies and Services; any Amendment(s); Section K; Attachment J.6- Tax Certification Affidavit; and Attachment J. 9- Supplier Information Form DCCSF. All these documents shall be submitted under Volume II – Price Proposal, Tab B.

L.9.2 No award shall be made unless the Contracting Officer makes confirmation or affirmative determination of responsibility for the potential Contractor. ***THE POTENTIAL CONTRACTOR MUST BE REGISTERED IN SYSTEM FOR AWARD MANAGEMENT (SAM) PRIOR TO AWARD OF CONTRACT. REGISTER AT WWW.SAM.GOV.***

L.10. RETENTION OF PROPOSALS

L.10.1. All proposal documents shall be the property of the Courts and retained by the Courts, and therefore will not be returned to the offerors. One (1) copy of each proposal shall be retained for official files and will become a public record after the award and open to public inspection. It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the Courts except as to the disclosure restrictions contained in **Section L.3.**

L.11. PUBLIC DISCLOSURE UNDER FOIA

L.11.1. Trade secrets or proprietary information submitted by a offeror in connection with procurement shall not be subject to public disclosure under the District of Columbia Freedom of Information Act (FOIA). This Act is not applicable to the Courts. 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.12. EXAMINATION OF SOLICITATION

L.12.1. 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.13. ACKNOWLEDGMENT OF AMENDMENTS

L.13.1. 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 Courts must receive the acknowledgment by the date and time specified for receipt of proposals. Offeror's failure to acknowledge an amendment may result in rejection of the proposal.

L.14. RIGHT TO REJECT PROPOSALS

L.14.1. The Courts reserve the right to reject, in whole or in part, any and all proposals received as the result of this solicitation.

L.15. PROPOSAL PREPARATION COSTS

L.15.1. Each offeror shall bear all costs it incurs in providing responses to this solicitation 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.16. PRIME CONTRACTOR'S RESPONSIBILITIES

L.16.1. 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.16.2. 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.17. RESERVED

L.18. FAILURE TO RESPOND TO SOLICITATION

L.18.1. In the event that a prospective offeror does not submit a proposal in response to the solicitation, the prospective offeror should advise the Contracting Officer by letter or e-

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mail whether the prospective offeror wants any future solicitations for similar requirements. If the prospective offeror does not submit a proposal for three successive solicitations 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.19. SIGNING PROPOSALS AND CERTIFICATIONS

L.19.1. Each proposal 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 proposal or resulting contract will be mailed to the address shown above on the proposal in the absence of written instructions from the offeror or contractor to the contrary. Any proposal submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any proposal submitted by a corporation must include the signature and title of the person having authority to sign for the corporation. Upon request, a Offeror shall provide to the Courts satisfactory evidence of authority of the person signing on behalf of the corporation. If an agent signs a proposal, 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

L.20. ERRORS IN PROPOSALS

L.20.1. Offerors are expected to read and fully understand 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.21. ACCEPTANCE PERIOD

L.21.1. The Offeror agrees to keep its proposal open for a period of one hundred and twenty (120) calendar days from the date specified for the submission of proposals.

L.22 TECHNICAL PROPOSAL. Contractor shall provide all the information requested on TABS A-V of Section C.

L.23 PRICE PROPOSAL

L.23.1 A separately bound price proposal must be submitted using:

- a) the format on Attachment J.10A,
- b) the information requested in C.27 and C.20 (TABS W-X) of 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. **End of**

Section L

PART VI

SECTION M - EVALUATION FACTORS

M.1 PROSPECTIVE CONTRACTOR'S RESPONSIBILITY

M.1.1 In order to receive an award under this solicitation, 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:

- b. Quality and completeness of response to all requested items
- c. Ability to provide the services requested
- d. Best arrangement and rate for earnings allowance
- e. References
- f. Financial Strength of financial Institution
- g. Contingency of disaster recovery

M.1.2 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 a 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 Courts' Contracting Officer shall make the determination of responsibility or non-responsibility based on available information. If the available information is insufficient to make a determination of non-responsibility, the Courts' Contracting Officer shall determine the offeror to be non-responsible.

M.1.3. The contract will be awarded to the offeror whose offer is the most advantageous to the Courts, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of award. Rather, the total score will guide the Courts in making an intelligent award decision based upon the evaluation criteria. The Courts reserves the right to reject any or all proposals determined to be inadequate or unacceptable. The Courts may award a contract upon the basis of initial offers received, without discussions. Therefore, each initial offer shall contain the offeror's best terms from a cost and technical standpoint.

M.2 EVALUATION FOR AWARD

All responses will be evaluated and ranked by the Courts utilizing the Evaluation Criteria

under **Section M.3**. A contract will be awarded to the responsible offeror(s) whose offer(s) present the best value to the Courts. The Courts will consider selecting a contractor for the provision of the services based on the Contractor's past experience, competence and ability to perform the work. The Contracting Officer will engage in discussions with all offerors in the competitive range. At the conclusion of discussions, those offerors in the competitive range will be notified to submit Best and Final offer. Cost proposals will be evaluated only for offeror's that are in the competitive range. The Courts reserves the right to reject any or all proposals determined to be inadequate or unacceptable. The Courts may award a contract upon the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a price and technical standpoint.

M.3 EVALUATION CRITERIA

The following Technical Evaluation criteria will be used for the evaluation:

- a. Understanding the Problem. The Offerors' understanding of the Court needs that generated the RFP. (70 Points)
- b. Offeror Qualifications. (15 points)
- c. Compensation method (15 Points)

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

M.3.4 COMPLETENESS

In evaluating completeness, the Courts will determine if the Offeror's provides pricing data of sufficient detail to fully support the offer and permit the Courts to evaluate the proposal thoroughly. In the evaluation the Courts will consider the following:

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