Solicitation Number:
DCSC-19-RFP-0013

Caption: Case Management System

Superior Court of the District of Columbia

Issued: October 18, 2018

Due: November 30, 2018

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A. SOLICITATION, OFFER, AND AWARD FORM

ISSUED BY:	District of Columbia Courts Administrative Services Division Procurement & Contracts Branch 616 H Street, N.W., Room 612 Washington, D.C. 20001	DATE ISSUED:	October 18, 2018
SOLICITATION:	DCSC-19-RFP-0013	OPENING DATE:	October 18, 2018
OFFER/BID:	DC Superior Courts Case Management System	OPENING TIME:	
MARKET TYPE:	Open Market Procurement	CLOSING DATE AND TIME:	November 30, 2018 by 2:00 PM EST

OFFER (To be completed by Offeror)

The undersigned offers and agrees that, with respect to all terms and conditions accepted by the Courts under the award below, this offer and the provisions of the RFP will constitute a Formal Contract.

OFFEROR Name: ________________________________ Street: ________________________________ City, State, Zip: __________________________	**PERSON AUTHORIZED TO SIGN OFFER** ____ Printed or Typed Name and Title ____________________________ __________ Signature Date
	Impress Corporate Seal Corporate (Seal) (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 communications regarding this solicitation shall be submitted in writing to the Contract Specialist (Attention: Darlene D. Reynolds, CPPB, Senior Contract Specialist). Prospective Offerors shall submit **questions no later than 2:00 p.m. on Wednesday, November 14, 2018**. The Courts will not consider any questions received after that date and time. The Courts will post all amendments and responses to Offerors' questions online at https://www.dccourts.gov/about/procurement-contracts-branch and www.fbo.gov. Oral explanations or instructions given by Courts Officials before the award of the contract are not binding. Note: In sealed bid solicitations "Offer" and Offeror" mean "Bid" and "Bidder." This solicitation is an **OPEN MARKET** procurement.

ACKNOWLEDGEMENT OF AMENDMENTS (To be completed by Offeror)

The Offeror acknowledges receipt of Addenda and related documents numbered and dated as follows:

Amendment Number	Date	Amendment Number	Date

B. INTRODUCTION

B.1 Introduction

The District of Columbia Superior Courts (Courts or DCC), a fully unified court system, is seeking a qualified Offeror to replace the current Superior Court Case Management System (CMS). DCC is seeking to replace the current CMS with a state-of-the-art, web-based, fully integrated, commercial-off-the-shelf solution that includes document management and external facing applications including eFiling and public access for the Superior Court. In addition to software, DCC is seeking a qualified Offeror to provide professional services to implement the solution and for ongoing maintenance and support of the software. See Section C for a detailed description of the scope of this solicitation.

It is the intent of the Courts to solicit responses to this Request for Proposal (RFP) in accordance with instructions, procedures and requirements outlined in this RFP.

B.2 Cost of Supplies and Goods

The Courts intend to award a firm-fixed price contract for the software and services requested herein. The Courts intend to award this contract to a single primary Offeror, though the Courts welcome Offerors who choose to collaborate with subcontractor firms to supplement their expertise.

Offerors shall include all costs required to purchase, install, configure, customize, implement, and maintain the proposed CMS. The Courts will not be responsible for omissions in the costs submitted by the Offeror. Offerors shall submit costs using the template provided in Appendix J.14. Offerors may add additional rows to the template as needed to ensure that the Offeror includes all required and optional costs, and may include optional costs as appropriate.

B.3 Contract Period

The term of the contract shall be three (3) years from date of award of the contract, with two (2) optional one-year renewals at the sole discretion of the Courts. The date of award shall be the date the Contracting Officer signs the contract document.

B.4 Deliverables

See Section F.3 for a table of deliverables anticipated for this project.

B.5 RFP Schedule

Below is the anticipated schedule for this solicitation and evaluation process. The Courts have provided six (6) weeks between releasing the RFP and the deadline for proposals, and the Courts will respond to questions on a rolling basis as questions are received for the first several weeks. For these reasons, the Courts do not expect that there will be a need to extend the deadline for proposal submission.

Solicitation Activity	Date
RFP Release	October 18, 2018
Pre-Proposal Conference	Between November 5 and 9 , 2018
Offeror Inquiries Due	On a rolling basis until 5:00 PM EST on the date 7 calendar days after the Pre-Proposal Conference
Responses to Inquiries	On a rolling basis – cut-off November 14, 2018 by 2:00 PM EST
Proposals Due	November 30, 2018 by 2:00 PM EST
Selected Vendors Invited for Demonstrations	Between February 4 and 8, 2019

C. DESCRIPTION / SPECIFICATIONS / WORK STATEMENT

C.1 Introduction

The District of Columbia Courts (the Courts or DCC), a fully unified court system, is seeking proposals from qualified vendors to provide software, implementation, and ongoing maintenance and support services for a new Superior Court Case Management System (CMS), including document management and externally facing applications including eFiling and public access. The selected Offeror shall provide a proven, web-based, commercial-off-the-shelf software system, all required implementation and support services, and ongoing maintenance, as outlined in this RFP.

Throughout this solicitation, the term “solution” includes case management, document management, eFiling, public access, electronic payment, required integrations, required interfaces, and all other required functionality described in this document and its appendices.

C.2 Overview of the District of Columbia Courts

C.2.1 Background

DCC is afully unifiedlarge urban court system with over 95 judicial officers and approximately 1,200 court employees. DCC is unique compared to other courts throughout the country. In other locations, various city, county, and state courts each have jurisdiction over and provide distinct services to their citizens. As Washington, D.C. is a city that also functions as a state, DCC provides city- and state-level services. The Courts are also unique in that they receive funding directly from the Federal government.

DCC is comprised of the following entities, as illustrated and described on the following pages:

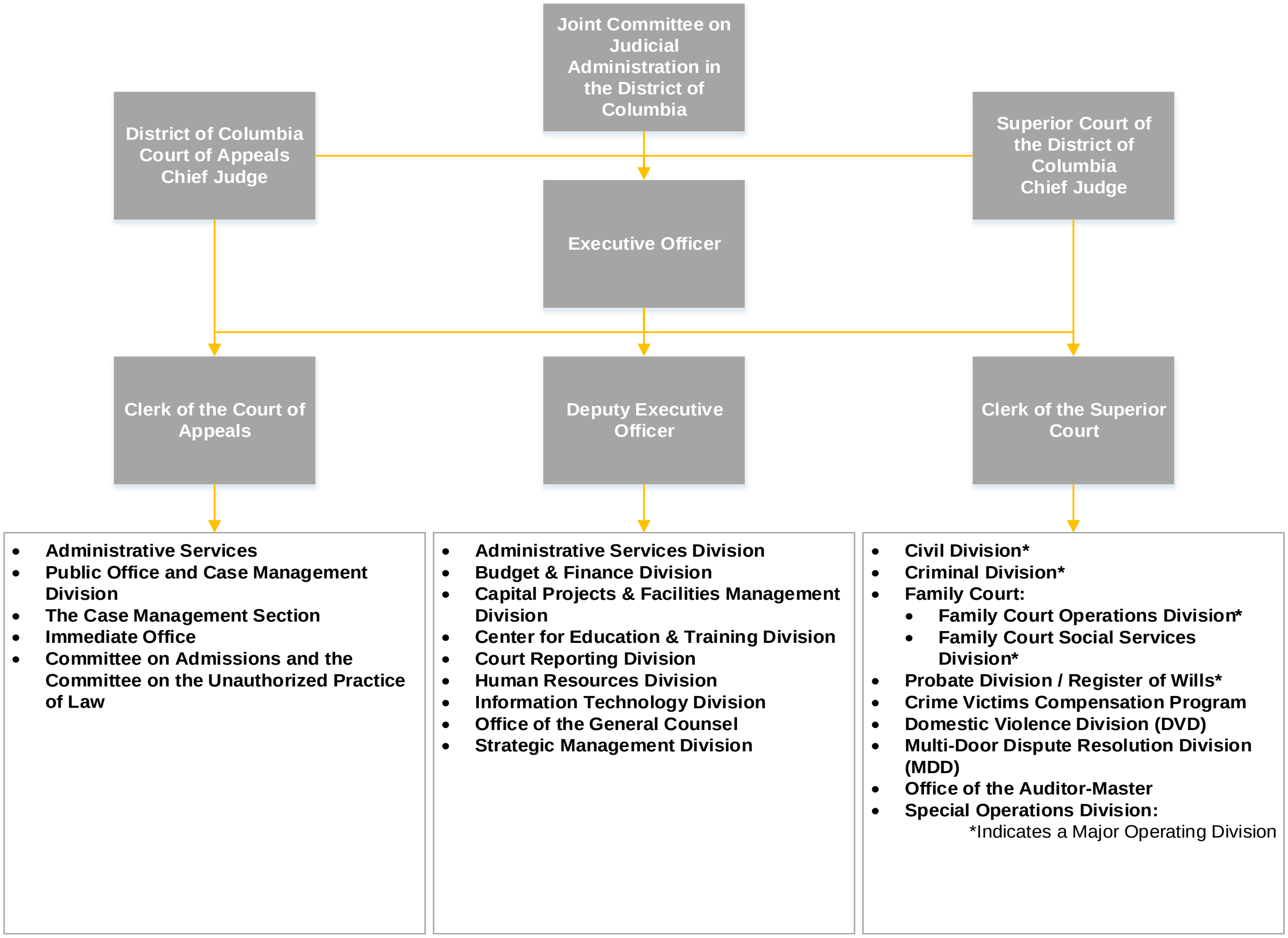
a) **DC Court of Appeals (DCCA),** the highest court of the District of Columbia
b) **Superior Court of the District of Columbia (DCSC),** the trial court with general jurisdiction over virtually all local legal matters
c) **Court System,** which provides administrative support to both Courts

DCC’s mission is to protect rights and liberties, uphold and interpret the law, and resolve disputes fairly and effectively in the District of Columbia. The Courts’ mission and its operations rely heavily on information technology (IT), and the organization‘s dependence on IT will continue into the future.

DCC accounts for among the highest number of case filings per capita in the United States, as it serves all those residing, visiting, and conducting business in the nation’s capital. Below are the number of case filings and dispositions, as well as clearance rate and number of pending cases, at the close of 2017, according to DC Courts’ Statistical Summary for Calendar Year 2017.

Superior Court Division	New Filings	Reactivated / Reopened	Disposed	Clearance Rate	Pending Filings (as of 12/31)
Civil Division	46,786	793	46,621	98%	15,130
Criminal Division	19,636	374	19,521	98%	8,025
Family Court	10,684	249	10,792	99%	3,136
Probate Division	2,840	532	2,982	88%	8,566
Domestic Violence Division	7,617	352	8,027	101%	777
Tax Division	990	1	1,037	105%	1,902
Total	**88,553**	**2,301**	**88,980**	**98%**	**37,536**

DCC Organizational Chart


Joint Committee on Judicial Administration in the District of Columbia
District of Columbia Court of Appeals Chief Judge
Superior Court of the District of Columbia Chief Judge
Executive Officer
Clerk of the Court of Appeals
Deputy Executive Officer
Clerk of the Superior Court

- **Administrative Services**
- **Public Office and Case Management Division**
- **The Case Management Section**
- **Immediate Office**
- **Committee on Admissions and the Committee on the Unauthorized Practice of Law**

- **Administrative Services Division**
- **Budget & Finance Division**
- **Capital Projects & Facilities Management Division**
- **Center for Education & Training Division**
- **Court Reporting Division**
- **Human Resources Division**
- **Information Technology Division**
- **Office of the General Counsel**
- **Strategic Management Division**

- **Civil Division***
- **Criminal Division***
- **Family Court:**
  - **Family Court Operations Division***
  - **Family Court Social Services Division***
- **Probate Division / Register of Wills***
- **Crime Victims Compensation Program**
- **Domestic Violence Division (DVD)**
- **Multi-Door Dispute Resolution Division (MDD)**
- **Office of the Auditor-Master**
- **Special Operations Division:**

*Indicates a Major Operating Division

C.2.2 District of Columbia Court of Appeals (DCCA)

The D.C. Court of Appeals' case management system is not in scope for this solicitation, although it is a critical stakeholder and interface partner. This section describes the DCCA for informational purposes, and to assist the Offeror in planning for the required interface only

The District of Columbia Court of Appeals (DCCA) is the highest court for this jurisdiction. The Court consists of a Chief Judge and eight Associate Judges. The Court is assisted by the service of retired judges who have been recommended and approved as Senior Judges. Randomly selected three-judge panels decide the cases before the Court, unless a hearing or rehearing before the entire Court sitting *en banc* is ordered.

As the court of last resort for the District of Columbia, the Court of Appeals is authorized to:

a) review all final orders and judgments, as well as specified interlocutory orders, of the Superior Court of the District of Columbia;

b) review decisions of administrative agencies, boards, and commissions of the District government; and

c) answer questions of law certified by the Supreme Court of the United States, a Court of Appeals of the United States, or the highest appellate court of any state.

The Court also:

d) processes attorney admissions to the District of Columbia Bar and attorney discipline;

e) manages the resolution of complaints of unauthorized practice of law; and

f) promulgates its own rules and the rules of professional conduct for members of the District of Columbia Bar.

As depicted in the organizational chart above, the DCCA includes the following divisions/offices:

a) **Administrative Services**: oversees information technology, telecommunications, and library services for the Court.

b) **Public Office and Case Management Division**: The Public Office Section receives incoming documents, dockets pleadings, maintains official case files, receives and answers public inquiries, provides internal mail service, and supports courtroom operations.

c) **The Case Management Section:** oversees the processing of cases prior to calendaring for argument or submission without argument. The process includes motions matters, briefing schedules, deadlines, and those matters expedited by order of the court. The section reviews incoming motions and pleadings and prepares proposed orders, *sua sponte* (initiated by the court) or in response to motions filed by the parties, for approval by the Clerk, Chief Judge, or a motions division (comprised of three judges). Attorneys in the division provide legal analyses (and recommended dispositions) *in substan*tive motions, emergency matters, and matters brought under the court's original and discretionary jurisdictions.

d) **Immediate Office**: includes the Clerk and the Chief Deputy Clerk, handles the general administration of the Clerk’s Office; coordinates the processing of appeals after briefing (calendaring, case screening, and processing motions and orders in calendared matters); coordinates the issuance of opinions and mandates and petitions for rehearing and/or rehearing *en banc*; processes bar-related disciplinary, admissions, and unauthorized practice of law matters; and prepares court statistics.

e) **Committee on Admissions and the Committee on the Unauthorized Practice of Law**: administers the Bar examination; processes applications for admission to the Bar, to practice as special legal consultants, practice by law students, and to practice law *pro hac vice*; collects admissions and related fees; provides staff support for the investigation of complaints against unauthorized persons practicing law; and provides support to the two committees; which ensure that local legal needs are met by properly qualified and licensed attorneys.

C.2.3 Superior Court of the District of Columbia (DCSC)

The Superior Court’s case management system is in scope for this solicitation.

Congress established the Superior Court of the District of Columbia as the trial court of general jurisdiction for the District of Columbia in 1970. The court consists of a chief judge and 61 associate judges. The court is assisted by the service of 24 magistrate judges as well as retired judges who have been recommended and approved as senior judges. The Superior Court handles all local trial matters, including civil, criminal, family court, probate, tax, landlord-tenant, small claims, and traffic. The Superior Court is here to serve the community, and several initiatives and collaborative projects are underway to improve service to the public in our Nation's Capital. Below is a brief description of each major operating division in the DCSC.

a) **Civil Division:** has jurisdiction over any D.C. civil action at law or in equity other than family law matters, regardless of the amount in controversy unless the jurisdiction is vested exclusively in the Federal Court. The major types of cases processed in the division include: Civil actions and cases in equity; Small claims (cases valued at $10,000 or less); and landlord and tenant actions for the possession of real property. The Court has a sophisticated plan for managing the pace of litigation in civil actions, which has been recognized nationally as a noteworthy and effective approach to civil case flow management.

b) **Criminal Division**: responsible for processing all local criminal matters including felony, misdemeanor, District of Columbia code violations and criminal traffic cases. However, all criminal misdemeanor domestic violence cases (DVM) are handled in the Domestic Violence Division. The Criminal Division is administratively divided into four branches: Case Management, Special Proceedings, Quality Assurance, and Courtroom Support. It also oversees the operation of several specialized courts known as problem-solving courts. The District of Columbia Courts now has eight community courts: Mental Health Community Court, 1D Community Court, 2D/4D Community Court, 3D Community Court, 5D Community Court, 6D Community Court, and 7D Community Court, Drug Court and the new HOPE Court program. The U.S. Attorney's Office (USAO) prosecutes felonies and serious misdemeanors. The Office of the Attorney General (OAG) prosecutes other adult matters such as violations of the D.C. municipal code and traffic violations.

c) **Family Court:** receives and processes the following types of cases: child abuse and neglect, juvenile delinquency, adoption, divorce, custody, guardianship, visitation, paternity, child support , termination of parental rights, as well as mental health and habilitation. To the greatest extent practicable, feasible and lawful, cases involving members of the same family are heard by one judge in order to minimize court appearances, reduce the risk of conflicting court orders and ensure quality decisions based on the full knowledge of the issues affecting the family. Family Court includes Family Court Operations and the Family Court Social Services Division.

  i. **Family Court Operations Division** has jurisdiction over the following types of cases: abuse and neglect, juvenile, domestic relations, paternity and support, mental health and habilitation, and adoptions.

  ii. **Family Court Social Services Division** is the District's juvenile probation agency. FCSSD is responsible for serving and supervising juveniles involved in the front end of the District's juvenile justice system. Those juveniles include: all newly arrested youth entering the Court system in juvenile delinquency cases, Persons In Need of Supervision (PINS) cases and truancy cases, probation, and diversion matters. In 2017, the Social Services Division implemented a cloud-based Juvenile Probation Case Management System (JPCMS) that will exchange data with the future Superior Court CMS.

d) **Probate Division / Office of the Register of Wills:** supervises the administration of all decedents' estates, guardianships of minors, conservatorships and guardianships of adults, certain trusts, and assignments for the benefit of creditors. Probate's functions include recording and maintaining wills and case proceedings; monitoring supervised estates of decedents, incapacitated and developmentally disabled adults, guardianships of mentally challenged adults, minors and certain trusts; auditing fiduciary accounts to ensure that the funds of disabled persons and other persons under court supervision are handled properly; and making recommendations to judges on certain matters.

In addition to the major operating divisions, below is a description of other units within DCSC.

e) **Crime Victims Compensation Program (CVCP):** assists victims and their families with the financial burden of violent crime. The program assists innocent victims of violent crime, survivors of homicide, and their dependent family members with certain expenses made necessary because of the crime. Statutorily eligible expenses include medical costs, mental health counseling, funeral bills, lost wages and support, the cost of temporary emergency housing and moving expenses for the health and safety of the victim, replacement of clothing held as evidence, and costs associated with cleaning a crime scene. The Program also handles appeals to the Board of Appeals and to the Chief Judge regarding the denial of claims. The Crime Victims Compensation Program implemented Claims Assistant, a CMS, in 2009. There are no current plans to exchange data between the Crime Victims Compensation Program and the Superior Courts' future CMS.

f) **Domestic Violence Division (DVD)** handles requests for Civil Protection Orders as well as cases alleging violations of protection orders and all misdemeanor criminal cases involving an 'intrafamily offense.' The DV Division also adjudicates cases where individuals allege they are a victim of stalking, sexual assault, or sexual abuse. When appropriate, judges in the DVDDV Division also adjudicate related divorce, custody, visitation, paternity and support cases involving the same parties, as well as certain related civil actions. There are four different kinds and sources of domestic violence cases (three civil and one criminal):

   i. Any intra-family case involving requests for a civil protection order, originally filed in the Domestic Violence Division.
   ii. Any divorce or custody case originally filed in the Domestic Relations Branch of the Family Court Division that is found to involve allegations of domestic violence or to have a related protection petition filed.
   iii. Any paternity or support case originally filed in the Child Support Program of the Family Court Operations Division that is found to have a domestic violence issue or to have a related protection petition filed.
   iv. Any criminal offense originally filed in the Criminal Division that is found at criminal arraignment to involve misdemeanor domestic violence charges.
   v. In addition to processing civil and criminal domestic violence cases, the DV Division enters information from bench warrants and protection orders (both temporary and civil) into WALES. They also enter information from support and restitution payment orders into the Unisys Child Support Computer System.

g) **Multi-Door Dispute (MDD) Resolution Division**: helps parties resolve disputes through mediation and other types of appropriate dispute resolution (ADR) including arbitration, case evaluation and conciliation, in civil, small claims, family, probate, and tax cases filed in other divisions. MDD also provides information, referral, and conciliation services to parties involved in disputes not yet filed in court.

h) **Office of the Auditor-Master**: states accounts, determines the value of assets and makes other financial calculations after hearing testimony and receiving documentation from parties. An account is "stated" by setting forth the beginning assets (money, property and valuables), adding additional income and increases in value of assets, deducting all permissible expenditures, disbursements and losses in value, and determining the ending balance. After making those financial determinations, the Auditor-Master presents a report containing proposed findings of fact and conclusions of law to the Court. Cases may be referred from the Probate, Civil, Family Court Operations, and Tax Divisions.

i) **Special Operations Division:** oversees Judge-in-Chambers, the Jurors' Office, the Superior Court Law Library, the Child Care Center, and the Office of Court Interpreting Services. The Division provides specialized services to litigants, the public, and court operations, as described below:

   i. **Judge-in-Chambers:** responsible for handling a variety of emergency matters from every division of the Superior Court during normal business hours that require expedited judicial decision-making. Requests include Temporary Restraining Orders; the issuance of arrest, bench, and search warrants; as well as the enforcement of foreign judgments.
   ii. **Jurors' Office**: responsible for the management of juror services for the Superior Court, including qualifying and processing over 300 persons daily for both petit and grand juries, responding to judges' requests for jury panels, and escorting jurors to courtrooms.
   iii. **Superior Court Library**: houses law books, legal periodicals, and electronic research tools for the use of judges, attorneys, court staff, and the public.
   iv. **Child Care Center**: provides childcare for children of jurors, witnesses, other parties appearing in court, and court staff. The Child Care Center is open free of charge to all members of the public who have business with the Court.
   v. **Office of Court Interpreting Services**: provides professional interpreting services free of charge to assist persons having business with the Court who are deaf, hard-of-hearing,

or have limited English proficiency. The Office provides court related translations upon request, and is responsible for developing and monitoring DCC's Language Access Plan.

vi. **Tax Division:** handles all appeals and petitions for review of assessment of taxes made by the District of Columbia and all proceedings brought by the District of Columbia for the imposition of criminal penalties pursuant to the provisions of the DC Code. Most cases involve appeals of property tax assessments by corporations doing business in the District. In these and other civil matters (including appeals of income tax assessments and appeals of the recordation of decedents' estates), the D.C. Government is the respondent and is represented by the Office of the Attorney General (OAG). Criminal tax cases involve allegations of criminal wrongdoing by businesses or individual persons and are prosecuted by the OAG. The Tax Office of the Special Operations Division does administrative processing for tax cases.

The majority of the DCC's major operating divisions have Case Management Plans that document court processes and standards. These are available at www.dccourts.gov and in Appendix J.12. The Offer shall comply with the Case Management Plans as a requirement for this solicitation.

C.2.4 Court System

The Court System Deputy provides business support services to the Court of Appeals and Superior Court. This section describes each support service function.

a) **Administrative Services Division**: consists of the Office of the Administrative Officer and three branches: the Information Branch, the Procurement and Contract Branch, and the Office Services Branch.

b) **Budget & Finance Division**: makes and implements effective policy, management, stewardship, and program decisions. This Division prepares and administers the D.C. Courts' annual spending plan (budget); develops and maintains DCC's accounting and reporting system; receives and processes payments (i.e. court fees, fines, and forfeitures) made in the D.C. Courts; and issues, audits, reviews, tracks and pays vouchers for the Criminal Justice Act (CJA) and Counsel for Child Abuse and Neglect (CCAN) programs as well as makes payments for court-ordered compensation to legal and expert service providers under the D.C. Courts' Guardianship program.

c) **Capital Projects & Facilities Management Division**: provides a high-quality facilities environment for the public, judicial staff, court employees, and others working in the courthouse by creating and maintaining structural facilities that are clean, healthy, functional, and safe. In completing this mission, this division is a responsible steward of public funds.

d) **Center for Education & Training (CET) Division**: provides for the D.C. Courts' judicial officers, employees and professional community the training that is needed and will be needed by the organization as a whole and the individuals serving in it. Training opportunities provided by CET develop the skilled workforce needed for the future. Strategic offerings support and sustain the organizational values and leadership principles of our evolving court system. A pipeline of future supervisors, managers and leaders are well prepared to step-up when called. New employees receive a welcome and orientation that allows them to be engaged from their first days on the job. Members of the judiciary are well versed in the latest science, social science and legal trends, as well as best practices in various court management areas, enabling them to ensure access to justice for all people who appear before them. Hosting dozens of delegations from around the world each year, the CET shares the best of American justice with the global community.

e) **Court Reporting Division**: prepares verbatim records of proceedings in DCSC trials, produces transcripts for filing in the D.C. Court of Appeals and the Superior Court, and prepares transcripts ordered by attorneys, litigants, and other interested parties. Transcripts are produced accurately and timely. The Court Reporting Division provides real-time translation to members of the judiciary to aid in decision-making and to any party requesting real-time transcription to facilitate access to the Courts and compliance with the Americans with Disabilities Act (ADA).

f) **Human Resources Division**: responsible for consistent, uniform implementation of the personnel policies adopted by the Joint Committee on Judicial Administration. The Division maintains systems to help recruit and hire skilled workers, enhance staff development and employee accountability, and promote effective employee-management relations. In addition, the Division provides guidance to management staff by establishing and maintaining work environments that promote service to the public, productivity, and professionalism. The Division also serves as the focal point for compliance with Federal and local statutes prohibiting discrimination in employment by promoting equal employment opportunity for women and members of minority groups who seek employment with the Courts or participation in court programs.

g) **Information Technology Division (ITD)**: committed to excellence and to ensuring that the business of the D.C. Courts is efficient and effective by providing a state-of-an-art information technology infrastructure and systems that are reliable, scalable and secure. The ITD strives to work closely with all court divisions to identify and support their information technology needs. In addition, the ITD endeavors to provide technology that streamlines processes and improves public services. The ITD maintains and provides a network and a framework for the DC Courts. Some of these services include network design and maintaining core switching and core network operating centers. The ITD is also responsible for performing administrative and technical work in design, planning, hardware and software installation, storage, backup, hardware purchasing, training, and maintenance of the Courts' information systems. The ITD maintains email communication services, web services, and application support.

   To support the D.C. Courts' mission, the IT Division released a five-year IT Strategic Plan 2018-2022 in 2017. The Plan aligns IT priorities with the Courts' strategic goals and defines how IT will support the achievement of the court-wide strategic goals of fair and timely case resolution, access to justice, a strong judiciary and workforce, a sound infrastructure, and public trust and confidence in the courts. The IT Division goals follow:

   i. Engaged IT Workforce;
   ii. Best in Class Technology Platform;
   iii. Enhanced Information Security;
   iv. Innovative Business Process & Case Management
   v. Access to Information
   vi. Decision Making Support; and
   vii. Customer Satisfaction

   ITD is comprised of the following units and branches:

   i. **Office of the Chief Information Officer (OCIO)**: provides technology vision and roadmap to achieve short-term and long-term strategic goals; prepares annual division-level operating and capital budgets, and ensures operation within them; establishes IT policies and IT enterprise architecture; and oversees result-driven performance management

   ii. **Program Management Office (PMO)**: manages all IT projects by using industry-best practices, including projects related to the DCSC case management system

   iii. **IT Service Desk & Customer Services Branch**: provides help desk call center support for all desktops, laptops equipment and peripherals; creates images to allow for expeditious deployment of applications to all desktops and laptops, and other equipment; manages IT assets; and manages IT small purchases

   iv. **Applications Development Branch**: develops enterprise-level and division-level reports; and develops interfaces between software applications

   v. **Business Analysis Branch**: provides CMS functional support (including configuration and user support); provides CMS training; documents business requirements for new software development and process improvement projects; and maintains a data warehousing/business intelligence reporting presence

vi. **Courtroom Technology Branch**: deploys IT new technology to courtrooms; provides support to video conferencing; edits, dubs, and duplicates audio and videos; operates and manages the Superior Court's audio recording system for a total of 93 courtrooms and hearing rooms located in the Moultrie Building, Court Building A, and Court Building B; monitors courtroom proceedings; and prepares audio for transcription

vii. **Information Security Branch**: establishes IT security policies and procedures; manages all IT security equipment and security applications; and conducts internal IT security audits

viii. **Network & Telecommunication Branch**: manages all network equipment; manages all servers and storages that host enterprise software applications and databases; and provides telecommunications services

ix. **Production Support Branch**: provides quality control and assurance before deploying software applications to production; and provides software applications and databases production support

x. **Server Storage Branch**: provisions and maintains servers, centralized storage, and virtual desktop infrastructure (VDI); and provides messaging services

As referenced above, ITD supports CourtSmart, a secured digital audio recording system that is used to create a verbatim record by which the Courts official transcripts are created; leveraging a set of Microsoft SQL Server databases and can be integrated with CMS or other applications. ITD also supports a Juror Management System, Web Voucher System, and several internally-created business improvement applications using the Oracle Applications Express (APEX) platform such as a system to assist the customer check-in process in several business areas throughout the Courts.

ITD follows ITIL best practices to align IT services with the needs of the Courts in an efficient and cost-effective manner. In fact, several IT service management processes have achieved a maturity level of three (3) out of five (5). In conjunction with these service management processes, ITD uses a tool (Cherwell) to help streamline and automate other processes such as: User Account Management, Physical Access Approval, VPN Access Approval, Hardware & Software Acquisition, Audio & Video Requests, and more. Furthermore, Cherwell provides a customized Service Catalog for the Courts to allow end-users to utilize a user-friendly Graphic User Interface (GUI) to submit service requests and incidents launched from the Courts' intranet website.

h) **Office of the General Counsel**: performs a broad spectrum of advisory legal functions, including analysis of pending legislation, drafting proposed legislation, contract and inter-agency agreement review, legal research, and policy interpretation. The Office is charged with protecting the statutorily confidential records of the D.C. Courts from improper and unnecessary disclosure. Staff serves as legal advisor to the Superior Court's Rules Committees, various Division advisory committees, and the Board of Judges on all matters concerning revision of the Superior Court's rules. Office employees serve, as assigned by the management of the D.C. Courts, on a number of other committees in a legal advisory capacity. In addition, the Office assists trial counsel in the preparation of materials and advice on legal proceedings involving the Courts or matters in which the Courts have an interest. The ability to meet the changing needs of the Courts for legal advice and related services is the top expectation of the Division's principal stakeholders (management of the Courts) and as such is the most important priority of the Office.

i) **Strategic Management Division**: leads and coordinates efforts to build the Courts' capacity to develop, execute, and evaluate strategy and perform its mission to serve the public. The Division is responsible for strategic planning and development, research and evaluation, performance measurement, policy and data analysis, and business analytics services that enable judges and court administrators to make decisions based on evidence and best practices and to facilitate the Courts' performance monitoring and accountability to the public as the District's judicial branch.

Offerors may find additional relevant information about the DCC online at www.dccourts.gov.

C.3 Current Technology Environment

C.3.1 Current CMS Technology

a) **Superior Court of the District of Columbia Case Management System.** DCSC currently utilizes a client-server, Commercial-Off-The-Shelf (COTS) case management system (CourtView2) licensed from equivant (formerly known as CourtView Justice Solutions, Inc.).

The Courts sought the CourtView implementation in 2002 as part of the Integrated Justice Information System (IJIS) effort to replace 18 disparate case management systems. The Courts and Courtview Justice Solutions/equivant installed and configured the system in a phased implementation:

i. Phase I: Family Operations Division completed in September 2003
ii. Phase II: Civil, Probate, and Tax Divisions completed in 2004 and 2005
iii. Phase III: Criminal Division and Domestic Violence Division (now Division) completed in early 2006

Since then, the CourtView2 application has been providing case management capabilities across the DCSC's major operating divisions, including Family Court, Civil Division, Criminal Division, Domestic Violence Division, Probate Division / Register of Wills, Tax Division, Multi-Door Dispute Resolution Division, as well as the Budget & Finance Division. CourtView2 is a comprehensive case management system that stores and tracks all the activities in a case life cycle for all case types including family, civil, criminal, domestic violence, probate and tax matters. On the back-end, CourtView2 runs on an Oracle database, while the application and user interface layers utilize a proprietary developed solution.

Additionally, the CourtView2 application integrates a COTS document management and imaging workflow solution, Hyland OnBase version 15. equivant provides licenses and support for DCC's OnBase environment as a seamless contract with the CMS.

DCSC offers electronic filing to attorneys, selected government partners and litigants through its eFiling program with File&ServeXpress (FSX). Integration between the FSX CaseFileXpress eFiling portal and the CourtView2 system facilitates electronic transaction exchange between the systems.

Additionally, DCSC offers the general public access to dockets and documents through eAccess, an equivant product that is integrated with the CourtView2 system. Members of the general public are able to query and locate information through eAccess without registering as users.

To support public accessibility to the Court, DCC recently implemented an Interactive Interview Document Assembly solution designed to provide self-represented litigant filers, as well as attorneys, an online resource for completing court forms in an easy question and answer format. Select forms from the Court of Appeals, Domestic Violence Division and the Family Court Domestic Relations Division are currently available. The Superior Court is expecting to provide additional forms throughout 2018 and 2019 to include a range of forms for the Civil and Probate Divisions. While the Document Assembly solution does not currently interface with the Superior Court's eFiling program, DCSC desires to establish an interface between the two in the future, as described in Appendix J.16.

DCSC's eCommerce functionality, also an equivant product that is integrated with CourtView2, allows persons to make certain payments securely online and process credit card and checks at courthouse counters.

DCSC currently uses FormsGen to generate documents, such as delinquency/hearing notices, dismissals, letters of appointment, certificates of appointment, and other forms and templates. The Courts actively use approximately 750 templates today, and intend to assess and streamline forms where possible. Offerors will find form templates online at www.dccourts.gov/services/forms.

To enable electronic data exchange with other systems, the CourtView2 application utilizes an open standards Enterprise Service Bus (ESB) platform (IJISBroker) to communicate between disparate justice applications via a variety of protocols including web services, JAVA Messaging System JMS based message queues, Java database connectivity, TCP/IP socket communication, and traditional file transfer protocol (FTP). *(Note: As the IJISBroker ESB is part of the current CourtView2 CMS, Offerors should not consider it a resource for the CMS implementation or data exchanges in the scope of this solicitation Offerors may include an ESB if required as part of their proposed project approach.)* While the majority of the DCC filing volume takes place physically at the Court, electronic data exchange is vital to the Court achieving its overall mission.

b) **District of Columbia Court of Appeals Case Management System.** DCCA uses C-Track, a COTS product developed by Thompson Reuters, for case management. The C-Track CMS includes a fully integrated electronic filing manager (EFM) capability. DCCA and DCSC share a desire to establish an interface between the two case management systems going forward. *Replacing C-Track is not in scope for this solicitation, though an interface is in scope.*

C.3.2 DCC Enterprise IT Environment

As described above, the ITD supports the Courts' network infrastructure, applications, desktops/laptop PCs and peripherals; provides technology services and guidance to the Courts' community, and oversees projects related to the Courts' case management systems and other applications.

The following table provides a non-exhaustive overview of the DCC's enterprise technology environment.

Type	Current Environment, Software, and Hardware
Data Center Server / Storage Platforms	HP C7000 blade servers (and newer), NetApp storage (NAS and SAN) Cluster Data ONTAP version 9.1 (and newer) storage
Operating System(s)	MS Servers 2012 R2 (or newer), Server – Windows 2016 Standard and Data Center Edition Client – Windows 10
End User Platforms	Dell Workstations, peripherals, VDIs
Client Operating System(s)	MS Window 10 (and newer)
Ticketing System	Cherwell
Cloud Platform	Microsoft Azure FedRAMP Government
Network Equipment	TCP/IP, CISCO routers and switches
Internet Browsers/Version	Explorer 11; Chrome 57; Firefox 52
Authentication	Active Directory Federation Services
Development Environment	J2EE, Oracle Apex
Databases	Oracle 12c, MS-SQL 2008, 2012
Data Warehousing and Business Intelligence	Oracle OBIEE 11g, 12c, Oracle ODI 12c
Application Server	Oracle SOA 12c, Oracle Web Logic
Project Lifecycle Management Tools	IBM Rational DOORS, ClearCase, ClearQuest, and Functional Tester
Security	Network Access Control, CISCO Next Generation Firewall
VDI Infrastructure	MS Windows 2012, Hyper-V, Citrix VDI XenDesktop 7.16 (and newer)
VDI and peripherals	Dell Wyse Terminals and compatible HP, Xerox printers, Ithica receipt printers, Zebra label printers, and Fujitsu and Xerox scanners
Load balancer	Citrix NetScaler VPX version 11 (and newer)
Mobile devices	Dell, Google, HP, Apple, and other laptops/tablets; Apple and Android phones
Signature pads	Topaz Signature Pads T-L462-HSB-R

Credit card readers	Ingenico iSC Touch 250 (and newer)
Browsers	Internet Explorer version 11 (and newer), Chrome version 86 (and newer), Firefox version 59, and iOS version 11.4 (and newer)
MS Azure PaaS	MS ActiveDirectory – Site-to-Site CISCO VPN
MS Office	MS Word 2007 (and newer)

The DCC enterprise architecture consists of components maintained at its E Street N.W. Data Center in the District of Columbia, as well as a disaster recovery location outside of the District of Columbia, and its recently established Microsoft Azure Government Cloud environment. While the majority of systems and applications reside on HP blade servers running Windows 2016 Servers within the primary Data Center, the Court's long-term strategy involves migrating applications to its secure Cloud presence. Given the personally identifiable information (PII) and other sensitive case information the Courts handle as part of the case management process, as well as the Courts' system-to-system interfaces with other Federal government agencies, data security is critical to the Courts overall security posture.

ITD is in the process of achieving compliance with the Federal Information Security Management Act (FISMA) following the NIST 800-53 guidelines. Therefore, the Courts prefer that systems hosted in the cloud and shall give preference to Offerors demonstrating security controls consistent with FedRAMP and that can be used to create the agency Authority to Operate (ATO). Additionally, all system procurements (including this one) require conformance with Section 508 of the American Disabilities Act and the Payment Card Industry (PCI) standards for credit or debit card processing.

The Courts' enterprise storage is hosted on NetApp appliances while user authentication and policy control utilize Microsoft Active Directory Federation Services. While their main applications and CMS systems are using Enterprise Oracle Databases, the Courts are currently supporting Microsoft SQL Server for some applications. The current release for each is Oracle 12c and Microsoft SQL Server 2008, 2012. The Court's Data Warehousing and Business Intelligence (BI) environment (Oracle OBIEE 11g, 12c, Oracle ODI 12c) captures data from the majority of the Courts systems including the DCCA and DCSC case management systems, financial accounting systems, and internally-developed applications using JAVA as well as the Oracle APEX platforms. Using this data to satisfy operational data analysis, forecast, as well as statistical reporting requirements is key to the Courts' decision-making process and to meeting internal and external stakeholder transparency expectations.

ITD is committed to providing the Courts with a technical environment that minimizes disruptions by providing technology continuity through redundant or fault-tolerant components. This high availability and disaster recovery design is to ensure that the Courts remain operational even though critical parts of the IT environment may no longer be available. , ITD is in the process of moving all priority 1 services, including DCSC case management, to an alternative environment within 30 minutes of a system failure

The main DCC campus is comprised of six separate buildings connected by 10 GB fiber optic. In addition, there are seven satellite offices located throughout the city connected to the DCC's local area network (LAN) via 100MB TLS. Wi-Fi is offered in all locations throughout the campus buildings.

The majority of DCC statistical, analytical and operational reporting requirements are satisfied through the DCC's BI capability. The objective of the DCC BI effort is to provide judicial officers, division directors and senior management with performance measures and caseload measures, ad-hoc reporting, dashboards, Key Performance Indicators (KPIs), monthly/yearly trends, and scorecards using enterprise data warehouse and reporting tools. The BI system utilizes extract, load and transform (ELT) to transfer data from source databases (such as CourtView2) and loads data into a staging environment, after which it is transformed into dimensions and facts in the warehouse for end user analysis.

C.4 Case Management System Desired Future State

DCSC seeks a qualified Offeror to replace its current Superior Court CMS with a state-of-the-art, web-based, integrated solution that includes document management, eFiling, and public access.

The selected provider shall apply an understanding of the Courts' operating and technical environment, requirements, limitations, and opportunities to implement the proposed solution.

In fiscal year 2016, the ITD PMO worked with the Superior Court operating divisions to collect current and future CMS requirements. In fiscal year 2018, the PMO developed this RFP which included reviewing current and future requirements, and validating those requirements based on the 2016 stakeholder input sessions and National Center for State Courts CMS standards.

DCC is committed to efficient and effective use of its financial, technology and staff resources. DCC seeks proposals from qualified vendors for a new CMS that will achieve the following:

a) Satisfies core business needs and requirements with minimal customization

b) Provides easy system navigation and low user complexity, including enhanced ease of use in courtrooms and judges' chambers

c) Automates manual processes and uses technology to improve processes

d) Facilitates efficient use of resources

e) Promotes data transparency and accurate recordkeeping

f) Promotes public access to information, including dockets and documents as appropriate through secured and non-secured access

g) Enhances online case payment capabilities, such as ordering marriage licenses and paying fees and fines online

h) Facilitates exchange of information (data and documents) among local and federal agency partners through robust electronic interface initiatives.

C.5 Requested Scope of Work and Deliverables

C.5.1 Scope Overview and Users

The DCC is seeking proposals to replace the Superior Court's legacy system with a **highly configurable, web-based, commercial-off-the-shelf (COTS) integrated CMS with document management, eFiling, and public access components.** ***This RFP is not seeking proposals to replace DCCA's case management system.***

Proposed solutions shall meet the Courts' functional and technical requirements outlined in Appendix J.11. The Courts prefer a solution designed for the judicial system, with a proven record of successful implementations of similar size and complexity to DCC. The Courts prefer a solution that is capable of running on an Oracle or Microsoft SQL Server database.

The proposed solution shall integrate – or provide natively – document management, eFiling, and public access capabilities, and shall interface with a number of applications. See Appendix J.16 for further explanation of the Courts' integration and interface requirements.

The Offeror shall implement the proposed solution across the DCSC's major operating divisions and each branch within. **In addition to the major operating divisions, the Offerors shall provide CMS access to users within DCCA** and shall enable interfaces with additional stakeholders, including but not limited to, Budget and Finance, Family Court Social Services Division, Multi-Door Dispute Resolution, Special Operations, and Strategic Management. The following table outlines the case management related applications that stakeholder groups currently use.

Stakeholder Group	Relevant Systems
D.C. Court of Appeals	C-Track
Civil Division	CourtView2
Criminal Division	CourtView2, JUSTIS
Family Court Operations Division	CourtView2, FACES
Family Court Social Services Division	Juvenile Probation CMS, JUSTIS, CourtView2 (view-only)
Probate Division	CourtView2, Wills System
Domestic Violence Division	CourtView2, JUSTIS
Multi-Door Dispute Resolution Division	CourtView2, Web Mediation System
Office of the Auditor Master	CourtView2
Special Operations Division - Tax Office	CourtView2
Special Operations Division - Jurors' Office	Xerox AgileJury
Special Operations Division - Office of Court Interpreting Services	Web Interpreter System
Budget & Finance Division	CourtView2, Abila's MIP Financial System, Web Voucher System
Court Reporting	CourtSmart Audio Recording System
Information Technology Division	CourtView2 (administrator)
Strategic Management	Business Intelligence / Data Warehouse Platform
eFilers (attorneys and *pro se*)	File&ServeXpress (FSX) / CaseFileXpress portal
General Public	www.dccourts.gov, CaseFileXpress portal, probono.net

The proposed solution shall include an enterprise license and support for all current and future users. **At present, the CMS must support approximately 1,200 employees in approximately 95 courtrooms.**

For reference, the following table lists the number of full time equivalents (FTEs) throughout the Courts as of the start of September 2018

Stakeholder Group	Full Time Equivalents
D.C. Court of Appeals	**94**
D.C. Superior Courts Total	**924**
DCSC Major Operating Divisions	***553***
Civil Division	99
Criminal Division	109
Family Court Operations Division	158
Family Court Social Services Division	128
Probate Division / Office of the Register of Wills	59
Additional DCSC Divisions	***104***
Crime Victims Compensation Program	12
Domestic Violence Division	29
Office of the Auditor-Master	6
Special Operations Division:	29
Multi-Door Dispute Resolution Division	28
Court System	***267***
Administrative Services Division	44
Budget & Finance Division	35
Capital Projects & Facilities Management Division	26
Center for Education & Training Division	7
Court Reporting & Recording	46
Human Resources Division	25
Information Technology Division	68
Office of the General Counsel	5
Strategic Management Division	11

In addition to access for employees of the Courts, Offerors shall provide:

a. **Secure access for registered users**, including attorneys, to view dockets, documents, calendars and case information; enter, review, submit, and view the status/history of filings; and pay court fees and fines securely

b. **Open public access** (no login required) for members of the general public to view dockets, documents, and case information

c. **Online payment capabilities** that enable users to pay court fees and fines securely online

C.5.2 Hosting

Offerors may propose a solution 1) to be hosted on-premises or at a location that the Courts choose, and/or 2) that the Offeror shall host through a Software-as-Service (SaaS) model. The Offeror's proposal shall clearly state and describe the proposed hosting arrangement(s). If an Offeror chooses to propose both hosting options, the Offeror must clearly differentiate between the options as relevant throughout the proposal.

In addition to the functional and technical requirements described elsewhere in this RFP, **all solutions** (on-premises and SaaS) shall meet the following requirements:

a. Compatibility with the Court's virtual environment as described in Section C.3.2
b. Compliance with Criminal Justice Information Services (CJIS) requirements
c. Compliance with Section 508 of the American Disabilities Act
d. Compliance with PCI requirements
e. Allow the Courts to build CMS interfaces with systems that are hosted on-premises or at other locations
f. Allow for single sign-on, integrated with Courts' Microsoft Active Directory Federation Services

Note that the Courts shall give preference to Offerors demonstrating security controls consistent with FedRAMP and that can be used to create the agency Authority to Operate (ATO).

In addition to the functional and technical requirements described elsewhere in this RFP, proposals for **Offeror-hosted / SaaS** solutions shall meet the following requirements:

g. A single tenant environment
h. Data redundancy
i. Data center site located in the United States
j. A secondary data center / backup location within the United States

In addition to the functional and technical requirements described elsewhere in this RFP, proposals for **DCC-hosted / on-premises** solutions shall meet the following requirements:

k. Compatibility with Microsoft Azure
l. Support the Courts' intention to migrate its applications to the Cloud within the next four years
m. Load balancing and high availability technologies

C.5.3 Software Licenses & Maintenance or Subscriptions

The Offeror shall include all licenses or subscriptions required to run the proposed solution effectively, including all third party software and software for any servers or other equipment. Proposed solutions shall be compatible with the software in place at the Courts, as described in Section C.3.2.

C.5.4 Hardware

The Offeror shall include all hardware and equipment required to run the proposed solution effectively, including any servers, network equipment, VDI, peripherals, or other equipment. While the Courts may exercise the option to procure hardware from the Offeror or independently, the Offeror shall include all such equipment in the Offeror's proposal. Proposed solutions shall be compatible with the hardware in place at the Courts, as described in Section C.3.2. By way of example, this includes compatibility with Hyper-V and Citrix VDI.

C.5.5 Warranties

The Offeror shall provide warranties for all hardware and software. The Offeror shall pass to the Courts any warranties from third-party hardware/software.

C.5.6 Escrow

The Offeror shall include an escrow agreement with an independent third party for software licensed by the Courts. The escrow agreement shall include software code for all on-premises, PaaS, and/or SaaS solutions. For SaaS solutions, the escrow agreement shall further include the Courts' right to access its data and environments. The Offeror shall keep deposits current at all times with the releases, versions, patches, and other changes in software that is in use by the Courts. The source code, data access, and environment access shall revert to the Courts for the Courts' use if the Offeror files for bankruptcy or protection from creditors in a court of law. The Courts shall then have full rights to use source code, data, and environments for any purposes other than resale.

Within thirty (30) calendar days of the Offeror going out of business or no longer supporting the software being licensed or filing for bankruptcy or protection from creditors, the Offeror shall provide appropriate source code, data access, and environment access to the Courts. The same applies if the Offeror merges with another entity or is acquired by another entity, if the software is no longer supported. Once the Courts obtain the source code and information, it shall be a perpetual license, and there shall not be any additional fees due, even if the Courts deploy additional licenses or was in a subscription-based relationship.

C.5.7 Performance Bond

The Offeror shall be required to furnish a performance bond in the amount of the contract price and valid for the full term of the contract insuring the faithful performance of the contract and payment of all obligations arising there under pursuant to governing laws and regulations.

C.5.8 Functional Requirements

Proposed solutions shall meet the functional requirements in Appendix J.11, requirements 1 - 569. The Courts prefer a highly configurable solution with the majority of requirements satisfied by out-of-the-box technology. In addition to the functional requirements in Appendix J.11, the proposed solution shall address integrations and interfaces in the following ways:

a) **Integrations** are accomplished by configuration or development that makes functionality available within the CMS. Offerors shall propose integrated document management and eFiling functionality, as described in C.5.9, C.5,10 and requirements 117-259.

b) **Interfaces** are accomplished by configuration, development, web services, APIs, or other tools, and serve to exchange data with another application. Depending on the interface, users may access exchanged data in the CMS, in the other application, or in both systems. One example of an interface in the scope of this solicitation is an interface between the future DCSC CMS and the current Court of Appeals CMS. Appendix J.16 provides a list of interfaces, including the frequency and direction of data exchange. The Courts expect that Offerors will implement the majority of the complex, bi-directional interfaces, while the Courts may implement some of the interfaces with internal resources. Offerors shall price all integrations as required in this RFP. Additionally, Offerors will make available to the Courts the same interface tools that are available to the Offeror.

C.5.9 Document Management System

The proposed solution shall include natively, or integrate with, a document management system. The Courts currently use Hyland OnBase for document management, which is integrated within the Courts' CourtView2 CMS. This is a near real-time, seamless, bidirectional exchange between the CMS and OnBase. ***The Courts prefer the new CMS to integrate with the existing Hyland OnBase document management system.***

The Courts' current CMS vendor procures and maintains the OnBase licenses and environment on behalf of the Courts. ***Offerors shall include in their proposals the cost of document management system licensing*** *(OnBase or another document management solution)*.

Offerors shall also include data, document, and image migration costs as required based on the Offeror's proposal to meet the Courts' document management requirements. *Offerors who comply with the Courts' preference to leverage the OnBase environment* will not need to convert the Courts' current documents and images, but they shall re-index documents and images to the new CMS. *Offerors who propose an alternative document management solution* shall convert all of the Courts' documents and images, and shall re-index documents and images to the new CMS. See Section C.5.18.

Regardless of whether the Offeror proposes to leverage the Courts' OnBase environment or an alternate solution, all Offerors shall replicate existing workflows between the Courts' document management system and the new CMS, and shall re-index documents/images to the new CMS.

The Courts' document management requirements are in Appendix J.11, requirements 117-167. In addition, Offerors shall replicate the existing workflows and life cycles listed in the following table. Offerors shall implement all of the following in order for the system to go live.

ID	Workflow Lifecycle Name	Description of Workflow/Life Cycle
1	**CMS-Document Management Integration**	Primary integration point between current CMS and OnBase. Functions as central point to evaluate every incoming image and determine which CMS Image Processing life cycle an image should be routed to for further processing.
2	**CMS Image Processing Life Cycles (scanned documents)**	Depending on the type of filing, the scanned image can be routed to a life cycle designed for docket scanning, batch processing, sealed case classification, changed case type, or standard docket processing. Processing queues vary depending on the format of the document image (currently PDF, TIF, and DOC). The Court has invested significant time and expense to fine tune the processing rules to achieve acceptable processing times across each of the formats.
3	**Civil Actions**	This life cycle facilitates the processing of images associated with the Civil Actions eFile case initiation process. Images are routed to queues where manual overlays are applied to images and processed documents are merged with Word forms generated during the event scheduling process. At the conclusion of the routing process, images are written to a network drive where a user can upload them to the eFiling portal.
4	**Landlord & Tenant**	This life cycle facilitates processing of images associated with Landlord & Tenant eFile case initiation and several types of post-case initiation filings, such as motions, writs, and notices. Based on the type of filing document images are deposited in a given queue where manual overlays and automated system overlays (such as the case number, initial hearing date/time and Superior Court signature stamp) are applied. A queue-based Quality Assurance procedure is performed for each image before it is written to a network drive where a user can upload it to the eFiling portal.
5	**Small Claims**	This life cycle facilitates processing of images associated with Small Claims eFile case initiation as well as several types of post-case initiation filings such as motions, writs, and notices. Based on the type of filing document images are deposited in a given queue where manual overlays and automated system overlays (such as the case number, initial hearing date/time and Superior Court signature stamp) are applied. Existing document images associated with a given docket entry associated with the case are merged with images processed in the workflow. At the conclusion of the routing process, images are written to a network drive where a user can upload them to the eFiling portal.
6	**Probate Clerk of the Court and Judicial Stakeholders**	This extremely robust life cycle routes incoming images to one of three initial queues where work is performed and images are routed through an intricate review process before being approved for Judicial Officer review. Queues are designed to allow processing based on priority of filing and availability of personnel. Staff productivity measurement and case milestone tracking are key elements of this life cycle. This life cycle includes several queues for judicial stakeholders to review draft orders and support documentation submitted by Clerks office stakeholders. Final judicial orders are generated and prepared for eFiling.
7	**Criminal Judicial Summons**	This basic workflow routes judicial summons initiated from the courtroom among internal stakeholders in the Adult Criminal Division of the Court.
8	**Backscanning Document Images**	This workflow facilities the creation of docket entries in the CMS corresponding to document images. TIF files are named by corresponding CMS case number. Based on file name, a Web Service call is initiated to the CMS to generate a new docket entry and

		associate the image.

C.5.10 Integrated eFiling System

Offerors shall propose a solution with an integrated eFiling solution, whether this be an electronic filing manager (EFM) or a native eFiling solution. Currently, the Courts offer electronic filing services to attorneys, select government and agency partners, and litigants through File&ServeXpress (FSX). For additional details regarding the Court’s EFM environment and processes, refer to Section C.3.1.

The Courts’ eFiling requirements are in Appendix J.11, requirements 168 - 259. The following is a summary of key requirements:

a) Near real-time, bidirectional data exchanges between the CMS and eFiling

b) Attorney and self-represented litigant access to the system 24 hours a day, 7 days a week

c) Ability to initiate a case, file documents and trigger creation of docket entries online

d) Ability to send notifications and email copies of filed documents to registered participants

e) Ability to lookup case judges, attorneys and parties in CMS

f) Ability to serve parties on the case

g) Accept the payment of fines and fees by a secure online process

h) Ability to leverage case and party information for efficient eFiling

i) Customer service support as defined in C.5.26

C.5.11 Interface Tools

The proposed CMS solution shall be capable of interfacing with internal and external systems, and shall provide tools that enable the Courts to implement such interfaces. The proposed solution shall include tools that enable the Courts to establish future integrations/interfaces. Required tools include, at minimum, Application Programming Interfaces (APIs) and web services for all commonly used interface components. Offerors shall provide such tools and train the Courts to use the tools early during system development to enable the Courts to develop certain, agreed-upon interfaces prior to system go-live.

C.5.12 Specific Requirements for Interface Creation

The Offeror shall establish interfaces with several systems. The Courts anticipate implementing some interfaces with internal resources and with the interface tools available within the proposed CMS solution - Offerors shall make available to the Courts the same interface tools that are available to the Offeror.

Each interface shall:

- Account for all transactions (successful, partially successful, and failures) and be capable of generating end-user reports
- Include notification capabilities in case of failure to send or receive information as expected
- Include the ability to queue transactions
- Not require a system to be manually shut down or started when the CMS is brought up or down (such as for CMS maintenance)

Appendix J.16 describes current and future state system-to-system interfaces, including a column that tentatively indicates the party (Courts or Offeror) to lead the implementation of the interface. For current interfaces, the replacement interfaces must provide at minimum the same data feeds currently in production; there can be no loss or interruption of data currently being exchanged.

C.5.13 Technical and Performance Requirements

Proposed solutions shall meet the technical requirements in Appendix J.11, requirements 570 - 649. The Courts prefer a highly configurable solution with the majority of requirements satisfied by out-of-the-box technology. In addition to the technical requirements in Appendix J.11, the proposed solution shall meet the following business continuity requirements:

a. Support 99.9% uptime or higher
b. Provide application interruption detection
c. Support a Recovery Point Objective (RPO) of 0 minutes
d. Support a Recovery Time Objective (RTO) of 15 minutes or less

Proposed solutions shall meet the following minimum performance requirements:

e. Operate 24 hours a day, 7 days a week with the exception of planned, mutually agreeable downtime for system changes (typically on Sundays and some holidays)
f. Conduct courtroom business Monday-Saturday
g. Support an unlimited number of concurrent users through an enterprise license
h. Process 18,360 case management transactions per hour
i. Support 2-second or less response time

C.5.14 Project Management

The Offeror shall provide Project Management services for the requirements validation, design, configuration, customization, data conversion, implementation, testing, training, support, and all other aspects of the project. The Offeror shall manage, at minimum, the project's budget, scope, schedule, risks, and changes throughout all project phases.

The Offeror's project management team shall demonstrate relevant project experience with recent projects of similar nature.

The Offeror's Project Manager shall communicate and collaborate with the Courts' project manager to effectively plan and coordinate key tasks including requirements validation, system configuration, solution testing, software installation, data conversion and training. The Offeror's Project Manager shall manage the Offeror's project team, and employ management methods in alignment to industry best practices, such as ITIL v3. The Offeror's Project Manager shall demonstrate prior experience successfully managing an implementation of a similar size, scope and complexity to that of the proposed solution, and shall have a Project Management Professional (PMP) certification.

The Offeror's Project Manager and key personnel shall be on-site for the following activities, at minimum: project kickoff, business process reviews, training, and system go-live. The project team may be required to be on-site at the Courts' location(s) for other portions of the project as well.

C.5.15 Fit Analysis

Prior to implementation, the Offeror shall conduct a thorough review and validation of the Court's requirements and business processes, and conduct a fit analysis.

The Offeror shall conduct a fit analysis of the requirements in this RFP and current business processes in comparison to the Offeror's solution. The Offeror shall analyze and formally document the fit and suitability of requirements/processes, and any gaps and subsequent modifications that may be required in the Courts' requirements, Courts' processes, and/or the solution.

C.5.16 Design, Configuration, and Customization

The Offeror shall design the technical and functional future state of the solution for the Courts, configure the solution to meet the Courts' requirements, and perform customization(s) that the Courts' deem necessary in order to meet requirements. Design, configuration, and customization includes that needed to accomplish the required functionality, integrations, interfaces, reports, and other requirements contained in this RFP, such as replicating current workflows with the document management system and creating templates that replace the Courts' current FormsGen templates

C.5.17 System Documentation

The Offeror shall provide detailed documentation of the solution, including all codes, customizations, interfaces.

C.5.18 Data and Document Conversion

The Offeror shall convert **all** records and data from the Court's case management solution (CourtView2) to the proposed solution. CourtView2 currently tracks and stores all activities through a case's life cycle for the major operating divisions. Refer to Section C.3.1 and C.3.2 for additional details regarding CourtView2 and the Courts' current environment.

The Offeror shall map data, documents, and images from the Courts' source systems to the new solution and shall test all converted data, documents, and images. The Offeror shall provide mapping documents, to include an *initial map as early as feasible* in order to support the Courts' efforts to establish certain interfaces using internal Courts' resources, and *updated maps as often as necessary until the mapping is finalized*.

The Offeror shall assess data quality and support data cleansing as necessary in order to migrate data. At minimum, the Offeror shall convert the following:

Source System	Record / File Type	Number of Records *(as of 8/22/18)*	Database Size *(as of 8/22/18)*	Estimated Growth per Month	Average Transactions per Hour
CourtView2	Case Records, including accepted e-filings and e-payment transactions	4,028,810	407 GB	<4 GB	18,360

In addition, the Offeror shall re-index all of the Courts' documents and images accurately from the document management system to the new solution. (Currently, images are indexed to the CourtView2 application by docket ID and case number.) In addition, if the Offeror is proposing an alternate document management solution other than the Courts' existing Hyland OnBase environment (see Section C.5.9), then the Offeror shall convert all documents and images from the Courts' OnBase environment to the new proposed document management solution. Below is an overview of records in the current environment:

Source System	Record / File Type	Estimated Number of Records *(as of 8/22/18)*	Estimated Growth per Month
Hyland OnBase (v15)	PDF, TIF, DOC, DOCX, and TXT	64,925,303	650,000-700,000

C.5.19 Testing

The Offeror shall provide multiple test environments to support unit, integration, and regression testing. The Offeror shall prepare data for testing and shall perform testing of system configurations, customizations, integrations, interfaces, and data migration. The Offeror shall use IBM Rational Quality Manager to manage the software development lifecycle prior to delivering data, configurations, customizations, integrations, interfaces, migration, etc. to the Courts for testing.

In addition to Offeror-led testing, the Offeror shall facilitate User Acceptance Testing at appropriate stages of the project. The Offeror shall coordinate with the Courts to develop test scripts and acceptance criteria for all requirements. Test scripts and acceptance criteria shall be compatible with IBM Rational Quality Manager and Functional Tester. The Offeror shall use the Courts' IBM Rational Tools for loading the requirements document into DOORS; creating test cases and scripts for all testing phases; automating regression tests; and documenting bugs.

C.5.20 Quality Assurance

The Offeror shall implement quality assurance protocols throughout all phases of the project to ensure successful system installation and operation.

C.5.21 Training

The Offeror shall develop written and web-based training materials specific to each user type and functional area for all aspects of system use, support, and maintenance, including any third party packages that are part of the Offeror's proposal.

The Offeror shall conduct user-specific training for all of the Courts' users and system administrators. The Offeror shall also provide web-based, on-demand training materials that users may access from any location at any time.

C.5.22 Installation and Implementation

The Offeror shall install and implement the solution and complete all prerequisite activities for a system-wide go-live within 24 months of the date of contract execution). In the event that an Offeror does not consider this period feasible, the Offeror shall explain the rationale and propose an alternate timeline and approach to implementation. The Offeror shall install the proposed software and all related software, hardware, and other components required in order for the solution to meet the Courts' requirements.

C.5.23 Integration Services

The Offeror shall provide all professional services required to implement the integrations outlined in C.5.8 – C.5.10.

C.5.24 Interface Services

The Offeror shall provide all professional services required to implement the interfaces outlined in C.5.11. As described in that section, the Courts anticipate implementing some interfaces with internal resources and with the interface tools available within the proposed solution. Offerors shall provide pricing for all interfaces.

C.5.25 Go-Live

The Offeror shall provide professional services to put the solution into live production. This includes on-site personnel to support the project team, respond to user inquiries, troubleshoot, and resolve system problems throughout the go-live period, as defined in the Go-Live Plan.

C.5.26 Post Go-Live Support and Maintenance

The Offeror shall provide support and maintenance services for the proposed solution following system implementation and for the duration of the contract term. This shall include, at minimum:

a. Built-in system help functions
b. Searchable knowledge base
c. Support telephone numbers, email contact information, and online chat features
d. Online ticketing system
e. Tier 2 support for the CMS, including all in-scope modules, functionality, and services. Offerors may assume that the Courts will provide Tier 1 intake tickets and requests from CMS users, and that Courts will escalate Tier 2 tickets to the Offeror. The Courts require a response time of no longer than 30 minutes and a resolution within 2 hours, with shorter durations for critical matters.
f. Tier 1 and Tier 2 support for eFiling. This shall include a phone-based help desk Mondays through Saturdays from 8:00 AM to 6:00 PM Eastern Time. It shall include a way for eFilers to submit inquiries electronically at any time or day (such as by email or online ticketing system), for the Offeror to respond during the days and hours specified in this section. The Courts require a response time of no longer than 30 minutes and a resolution within 2 hours, with shorter durations for critical matters.

In addition, the Offeror shall test, train, and provide the Courts with written, editable documentation as necessary on releases, system updates, enhancements, software patches, and corrections to software bugs.

C.6 Proposal Response Format

Offerors shall submit their proposals in a format and manner consistent with the guidelines described below. The proposal must be submitted in two separate volumes (two separate documents), outlined following the numbering schema, with sections separated in each document by tabs as outlined below. Offerors are encouraged to be thorough but concise.

Volume I: Technical Proposal

Tab A: Firm Qualifications and Disclosures

1. **Transmittal Letter.** Provide a transmittal letter briefly summarizing the Offeror’s ability to supply the requested products and services that meet the requirements defined in this RFP. The letter shall also contain a statement indicating the Offeror’s willingness to provide the requested products and services subject to the terms and conditions set forth in the RFP. A person authorized to commit the Offeror to its representations, and who can certify that the information offered meets all general conditions, shall sign the transmittal letter. Such person’s authority to so act shall be consistent with the information contained in this RFP.
2. **Description of Organization.** Provide a brief description of the Offeror’s organization, including the following:
    a. Name of company
    b. Address of headquarters and all locations
    c. Name, title, address, phone number, and email address of primary contact person for this solicitation
    d. Legal form of the Offeror’s business organization (corporation, joint venture, partnership (including type of partnership), or individual)
    e. Ownership by foreign corporation with an interest exceeding five (5) percent
    f. Year organization founded
    g. Articles of incorporation, partnership, or joint venture agreement
    h. If the Offeror is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements
    i. Annual revenue over past 5 years
    j. Total number of employees and breakdown by function and work location (e.g., developers, help desk, client-facing implementation team, etc.)
    k. Types of business ventures, such as partnerships, in which the organization is involved
    l. Company organizational chart
    m. Copy of any current license, permit, registration or certification to transact business in the District of Columbia, if required by law to obtain such license, permit, registration or certification. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements.
3. **Financial Stability.** Describe the financial stability of the Offeror’s organization and the Offeror’s audited financial statements, including an income statement and balance sheet, for each of the two (2) most recently completed fiscal years. The financial statements shall demonstrate the Offeror’s financial stability. If the financial statements provided by the Vendor are those of a parent or holding company, the Offeror shall provide additional financial information for the entity/organization directly responding to this RFP.
4. **Pending Litigation.** Provide a complete listing and brief discussion of any litigation, pending litigation, or other legal matters involving the Offeror, its affiliates, or subcontractors/partners in this proposal within the past 5 years.

5. **Terminated Contracts.** List any contracts lost, terminated or not renewed in the last 5 years. Provide reasons for loss or termination, and contact information for the client.
6. **Software Overview.** Description of primary software and services and a detailed description of the software proposed to meet the requirements outlined in this RFP. Include a system roadmap for the proposed software, including future enhancements.
7. **Experience.** Describe the Offeror's history and experience with software implementations, judicial case management systems, and the professional services listed in this RFP. Include a listing of projects of a similar scope, size, and complexity to this project delivered within the last 5 years. Provide sufficient detail to substantiate the Offeror's past performance in delivering services and meeting requirements similar to those described in this RFP.
8. **Key Personnel.** List the key personal proposed for the project and describe the qualifications of the proposed implementation team. Include, at minimum, the proposed executive in charge of the account, the proposed project manager, the proposed functional lead (or similar lead functional role) and the proposed solution architect (or similar lead technical role). For each proposed key personnel, include the following:
    a. Names and job titles
    b. Resume
    c. Technology and/or project management expertise – including project management, database administration, system integration, and system configuration experience, as relevant based upon the role
    d. Experience in similar implementation projects
    e. Years with your company
    f. Location (city and state)
    g. Relevant skills, certifications, training, and/or experience
9. **Project Team Organization**. Please provide a project organization diagram to meet the statement of work, including implementation and ongoing support and maintenance. Include roles for the Offeror, Subcontractor(s) if applicable, and DCC in the organization diagram. Additionally, include a chart with proposed project roles for the Offeror, Subcontractor(s) if applicable and DCC, including the required number of FTEs for each project role for the duration of the contract as well as a detailed description of responsibilities. For Offeror and Subcontractor roles, provide the percent of onsite commitment time for each proposed roles / FTEs. Describe the Offeror's personnel screening procedures, if any.
10. **Subcontractors.** The Offeror is responsible for the performance of any obligations that may result from this RFP and shall not be relieved by the non-performance of any Subcontractor. The Offeror shall provide the following information for all proposed subcontractors:
    a. Name of Subcontractor organization
    b. Relationship between Offeror and Subcontractor
    c. Address of Subcontractor headquarters and all locations
    d. Legal form of the Subcontractor's business organization (corporation, joint venture, partnership (including type of partnership), or individual)
    e. Ownership by foreign corporation with an interest exceeding five (5) percent
    f. Year Subcontractor founded
    g. Subcontractor annual revenue over past 5 years
    h. Total number of employees of Subcontractor and breakdown by function and work location (e.g., developers, help desk, client-facing implementation team, etc.)

  i. Types of business ventures, such as partnerships, in which the Subcontractor is involved
  j. Subcontractor company organizational chart
  k. Overview of services to be provided by Subcontractor
  l. Experience of Subcontractor to provided stated services
  m. Two references for the Subcontractor, including client, contact name, contact email, contact phone number and description of services
  n. Letter signed by both Offeror and Subcontractor stating commitment to provide services to DCC; the signed letter must include the role and description of services to be provided by the Subcontractor

11. **References and Client Base.** Describe the Offeror's experience serving customers of a similar size to the Courts with similar scope. Include specific clients and detailed examples. The Courts reserve the right to contact other persons or entities known to have worked with the Offeror, regardless of whether those persons or entities were supplied as references, and the information received may be used in the evaluation of past performance. Additionally, include a response to the following, using the template provided in Appendix J.13 as relevant:
    a. List five (5) client references from jurisdictions of a similar size and project complexity to those of the Courts.
    b. List all clients utilizing the proposed solution in a production environment, including contact name, email and phone number, implementation timeline, go-live date (or dates if phased), and current release of the software
    c. List all clients currently implementing the proposed solution (in process implementations), including contact information
    d. List all past or present clients who previously used the proposed solution, but have discontinued use of the proposed solution within the past 5 years. Include a description of why the client discontinued use, and include contact information
12. **Past Performance Forms.** Include completed Past Performance Evaluation Forms (Appendix J.9) from at least three (3) client references with information about previously Courts or other contracts in which the Offeror provided similar services. Offerors shall ensure that customer references are complete and sign the Past Performance Evaluation Form. Offerors shall return the forms with the proposal (references do not need to send forms directly to the Courts).
13. **Disaster Recovery Plan.** Please provide a description of your company's formal disaster recovery plan, and include this plan as an attachment to your proposal. If you do not have a disaster recovery plan, please describe any alternative solution your company has to offer.
14. **Disclosures.** Any assumptions, conditions, considerations, disclosures, or exceptions (technical, price, contractual, or otherwise) by the Offeror upon which the proposal is based. Include the rationale, describe each disclosure, and specify the relevant section of this solicitation. If the Offeror has no such disclosures, Offeror shall state so.
15. **Conflicts of Interest.** Include a statement that the Offeror knows of no conflict between its interests and those of the District of Columbia Courts; and further that the Offeror knows of no facts or circumstances that might create the appearance of a conflict between its interests and those of the District of Columbia Courts.
16. **Solicitation/Offer/Award Form.** Completed Solicitation/Offer/Award Form (Section A of this RFP)
17. **Representations, Certifications and Acknowledgments.** Completed Representations, Certifications and Acknowledgments (Section K of this RFP)
18. **Anti-Collusion Statement.** Completed Anti-Collusion Statement (Appendix J.2)

19. **Ethics in Public Contracting.** Completed Ethics in Public Contracting (Appendix J.3)
20. **Non-Discrimination.** Completed Non-Discrimination (Appendix J.4)
21. **Certification of Eligibility.** Completed Certification of Eligibility (Appendix J.5)
22. **Tax Certification Affidavit.** Completed Tax Certification Affidavit (Appendix J.6)
23. **Certification Regarding a Drug-Free Workplace.** Completed Certification Regarding A Drug-Free Workplace (Appendix J.7)

Tab B: Technical Approach and Statement of Work

1. **Desired Future State**. Describe your proposed approach, software, and services to achieving the Courts' Desired Future State, as described in C.4. Provide diagrams and solution screenshots as relevant.
2. **Scope and Users**. Describe how the proposed solution will address the scope and serve the needs of the users described in C.5.1.
3. **Hosting**. State whether you are proposing a solution that 1) is hosted at a location that the Courts choose, and/or 2) the Contractor shall host through a Software-as-Service (SaaS) model. Explain why that proposed hosting arrangement solution is best fit for the Courts. Additionally, describe how the proposed solution meets the relevant requirements enumerated in points *a* through *m* of Section C.5.2.
4. **Architecture**. Describe the architecture of the proposed solution. Include logical and physical architecture diagrams, an entity rational diagram, and a data dictionary. At minimum, the description shall include:
    a. Applications
    b. Operating system(s)
    c. Database(s)
    d. Interfaces
    e. Integrations
    f. Web services
    g. Application Programming Interfaces (APIs)
    h. End user devices
    i. Servers and other hardware components
    j. Network
    k. Security
    l. Fault tolerance
    m. Backup and disaster recovery, including a secondary data center within the U.S.
    n. Any architecture recommendations including configurations, storage sizes and licensing.

5. **Software Licenses & Maintenance or Subscriptions**. Describe all software required to operate the proposed solution effectively, including but not limited to software for *end-users, servers, network equipment, peripherals, and any other required software to run the solution*. See Section C.5.3. Include, at minimum,
    a. *Minimum* software required to operate the proposed solution
    b. Software required to operate the proposed solution *optimally*
    c. Licensing and maintenance and/or subscription model and unit basis (e.g., perpetual license, annual subscription, etc.). Note that the Courts require an enterprise license, as stated in Section C.5.1.
    d. Description of how the software is compatible with the software and hardware in place at the Courts as outlined in Section C.3.2.
    e. Description of the party (Offeror or Courts) that the Offeror proposes to purchase, install, and maintain any third party and/or optional software.
    f. Description of optional or recommended software, and an explanation of why the Offeror suggests that the Courts consider such software
    g. Include a copy of your license and maintenance agreement and/or your SaaS agreement as applicable with your proposal.
6. **Hardware**. Describe all hardware required to operate the proposed solution effectively, including but not limited to *end-user devices, servers, network equipment, peripherals, and any other hardware*. See Section C.5.4. Include, at minimum:
    a. *Minimum* hardware specifications to operate the proposed solution, including but not limited to compatibility with Hyper-V and Citrix VDI and VMWare
    b. Hardware specifications to operate the proposed solution *optimally*, including but not limited to optimal performance with VDI and VMWare
    c. Specifically whether Oracle or SQL licenses are required for servers
    d. Description of how the hardware is compatible with the software and hardware in place at the Courts
    e. Description of optional or recommended hardware, and an explanation of why the Offeror suggests that the Courts consider such software
    f. Description of the party (Offeror or Courts) that the Offeror proposes to purchase, install, and maintain the hardware/equipment.
    g. *Note that Offeror shall include this section even if the Offeror is proposing a contractor-hosted / SaaS solution. If no hardware is required, Offeror shall state so.*
7. **Warranties**. Explain in detail all hardware and software warranties the Courts shall receive. See Section C.5.5. Specify what the warranties shall include and exclude.
8. **Escrow Agreement**, Describe the Courts' option(s) for an escrow agreement. See Section C.5.6. Include, at minimum:
    a. Offeror's experience placing source code in escrow with an independent third party
    b. Offeror's ability and commitment to keeping updated source code on deposit current at all times.
    c. Sample escrow agreement(s)
    d. Statement that Offeror will pay for the cost of the escrow agreement

9. **Performance Bond.** Describe the Offeror's commitment to furnishing a performance bond in the amount of the contract price and valid for the duration of the contract. See Section C.5.7. The performance bond shall insure the faithful performance of the contract and payment of all obligations arising there under pursuant to governing laws and regulations. Include, at minimum:
    a. Offeror's prior use performance bonds.
    b. Statement of whether Offeror has been required to remit funds or otherwise been held accountable pursuant to the terms of a performance bond within the past five years, including a summary of the situation and outcome.
10. **Statement of Work for Professional Services**. Describe the Offeror's approach to successfully planning, managing, and executing the professional services described throughout Section C.5. Include, at minimum:
    a. **Project Management**. Describe a project management plan detailing how the Offeror shall manage all professional services requested by DCC. See Section C.5.14. At minimum, the plan shall include:
        i. Project management methodology
        ii. Approach to ensuring timely delivery of contracted services, including customizations or changes that the Court requests
        iii. Project communication methods between the Offeror, Courts, and any other stakeholders, including use of Courts' intranet sites and communication tools if required
        iv. Project management tools to be used in this project, including use of Courts' IBM Rational DOORS tools to manage requirements
        v. Sample project management deliverables, including status reports, communication plans, risk/issue logs
    b. **Fit Analysis**. Describe the Offeror's approach to conducting a fit analysis / fit-gap analysis. See Section C.5.15. At minimum, include:
        i. Approach and timeframe for reviewing business processes and validating requirements with stakeholders
        ii. Strategy for analyzing the fit and suitability of requirements and business processes compared to Offeror's proposed solution
        iii. Approach to facilitating the Courts' adoption of best practices and new system capabilities to improve court operations and future business processes
        iv. Approach to documenting findings in the form of gaps and recommendations
        v. Approach to addressing requirements or processes that cannot be met by the proposed solution
        vi. Assumptions
        vii. Fit Analysis roles and responsibilities of the Offeror and DCC
        viii. Description of fit analysis deliverables
    c. **Design, Configuration, and Customization**. Describe the Offeror's approach to designing, configuring, and customizing the solution in order to meet the Courts' technical, functional, integration, report, and interface requirements. Include the roles and responsibilities of the Offeror and DCC for this work. See Section C.5.16.

d. **System Documentation**. Describe all system documentation. See Section C.5.17. Include, at minimum:
    i. Electronic system administration manuals
    ii. System application guides
    iii. Other system documentation that the Offeror shall provide as part of this project.
    iv. Sample materials or excerpts, if possible

e. **Data and Document Conversion.** Describe the proposed conversion plan to include data and documents and images, if proposing to replace the current OnBase environment. See Section C.5.18. Include, at minimum:
    i. Data assessment and cleansing approach and timeline
    ii. Conversion approach and timeline
    iii. Processes and any required templates for formatting, configuring, and loading converted data
    iv. Available resources / tools to support mapping, cleansing, extraction, formatting, configuring, or loading data
    v. Any additional resources / tools to support mapping, cleansing, extraction, formatting, configuring, or loading data
    vi. Processes to address conversion issues
    vii. Overview of prior experience converting data of a similar magnitude to a similar solution
    viii. Conversion roles and responsibilities of the Offeror and DCC

f. **Testing.** Describe the proposed approach to solution testing, including configurations, customizations, integrations, interfaces, and data migration. See Section C.5.19. Include, at minimum:
    i. Testing approach and timeline
    ii. Required system functions to test
    iii. Defined pass/fail criteria
    iv. Resolution method for failed tests
    v. Testing roles and responsibilities of the Offeror and DCC, including expected time required by role

g. **Quality Assurance**. Describe the Offeror's approach to quality assurance and quality control throughout the project. See Section C.5.20. Include at minimum:
    i. Offeror's quality assurance protocols and methodology for the solution implementation
    ii. Roles and responsibilities of the Offeror and DCC for quality assurance and quality control activities throughout implementation
    iii. Description of the solution's built-in quality assurance tools or functionality, including those that may be available for configuration, customization, data conversation, identity consolidation, testing, and production use of the solution

h. **Training**. Describe the training plan that meets the needs of the Courts and the proposed solution. See Section C.5.21. Include, at minimum:
    i. Training approach and timeline, including a) in-person, role-based training sessions and b) web-based, on-demand training materials

    ii. List of training courses / content delineated by role/user type and functional area
    iii. Proposed training course plan
    iv. Sample materials for trainees, including:
        1. Step-by-step procedure manuals with actual solution images or screenshots
        2. Hands-on computer training materials including realistic practice cases
    v. Training roles and responsibilities of the Offeror and DCC

i. **Installation and Implementation Plan**. Include a detailed project plan for installing and implementing the solution, including all required software and hardware. Note that the Courts' anticipate that the solution will be live within **24 months** of the date of contract award. In the event that an Offeror does not consider this period feasible, the Offeror shall explain the rationale and describe an alternate timeline and approach. See Section C.5.22. Include, at minimum:
    i. Development, configuration, installation, and implementation approach and timeline, including methodology used
    ii. Timeline
    iii. Work Breakdown Structure (WBS)
    iv. Key milestones
    v. Expected level of effort by resource
    vi. Critical success factors
    vii. Predicated risks and risk mitigation strategies
    viii. Assumptions

j. **Integration.** Include a detailed plan for integrating the required functionality within the solution as described in this RFP. The Offeror shall install, test, and make production-ready all required integrations in order for the CMS to go live. See Sections C.5.8 – C.5.10, and C.5.23. Include, at minimum:
    i. **Document management.** Offeror's approach and timeframe for integrating document management functionality within the CMS, including the proposed approach to either:
        1. Using the Courts' OnBase environment (preferred approach), using existing documents/images, without the need for conversion, and re-indexing the documents/images to the new CMS, ***or***
        2. Proposing an alternate document management arrangement, including document/image conversion to the new document management system, and indexing those converted documents/images to the new CMS. If proposing to convert documents and images from the current OnBase environment, include the conversion process under the statement of work and in the proposed project plan.
        3. In both cases, the Offeror shall describe the approach to:
            a. Meeting the Courts' document management requirements
            b. Ensuring the integration is production-ready at the time of the CMS go-live
            c. Securing and maintaining all licenses required to support document management for the Courts

        d. Maintaining the document management system as part of the overall solution

    ii. **eFiling.** Offeror's approach and timeframe for integrating eFiling functionality within the CMS. Include, at minimum:

        1. Offeror's approach to meeting the Courts' eFiling requirements
        2. Offeror's approach to integrating eFiling functionality with public access functionality, such as for an attorney or pro se litigant who wishes to file, view dockets, view documents, and pay fees seamlessly in one location.
        3. Offeror's approach to ensuring the integration is production-ready at the time of the CMS go-live
        4. Whether Offeror adheres to OASIS Standard Electronic Court Filing (ECF) 4.01, and if so, how the Offeror uses the standard
        5. Expected level of effort
        6. Roles and responsibilities of the Offeror and DCC

    iii. **Public Access and Electronic Payment.** *If the Offeror is proposing to meet public access and payment requirements through an integration in lieu of native CMS functionality*, Offeror shall describe, at minimum: approach to meeting requirements, including PCI compliance, approach to ensuring the integrations and functionality are production-ready at the time of CMS go-live, expected level of effort, and roles/responsibilities of the Offeror and DCC. *If the Offeror is proposing to meet these requirements (including PCI compliance) through native CMS functionality rather than through integration*, Offeror is not required to describe an integration approach for these requirements.

k. **Interface Tools and Interface Creation.** Include a detailed plan for establishing interfaces between the proposed solution and the required systems described in this RFP. Unless otherwise stated, the Offeror shall install, test, and make production-ready all required interfaces in order for the CMS to go live. See Sections C.5.8, C.5.11 – C.5.12, and C.5.24. For each required interface, include, at minimum:

    i. Offeror's recommendation as to which interfaces the Courts will be able to implement using the interface tools (such as APIs and web services) available in the proposed solution. For such interfaces, Offeror shall describe:

        1. Tools included in the solution that will enable the Courts to implement interfaces with internal and external systems, and at which point during system development the tools will become available for use by the Courts' project team
        2. Whether Offeror adheres to the National Information Exchange Model (NIEM), and if so, how
        3. Detailed documentation and training that the Offeror shall provide regarding how the Courts can use the tools to develop system-to-system interfaces
        4. Describe any additional Offeror or solution resources to enable the development of future interfaces
        5. Offeror's recommended approach for Courts to implement interfaces
        6. Offeror's support and guidance for Courts-led interfaces
        7. Roles and responsibilities of the Offeror and DCC, including estimated level of effort for each
        8. Assumptions

ii. Offeror’s recommendation as to which interfaces the Offeror is best suited to implement. For such interfaces, Offeror shall describe:

    1. Offeror’s approach and timeline to ensure that the interfaces listed as “Must Have” for Go-Live in Section C.5.12 are production-ready at the time of the CMS go-live
    2. Offeror’s approach and timeline to complete interfaces listed as “Nice to Have” for Go-Live in Section C.5.12
    3. Tools that the Offeror will use to implement interfaces with internal and external systems, and a description affirming that these are the same tools that shall be available to the Courts
    4. Roles and responsibilities of the Offeror and DCC, including estimated level of effort for each
    5. Required access to other systems/resources
    6. Assumptions

l. **Go-Live.** Include a detailed plan for system cutover and go-live. (Note: this plan shall focus on go-live only; provide full implementation plan as requested in *i. Implementation Plan*, above.) See Section C.5.25. Include, at minimum the following:

    i. Go-Live approach and timeline
    ii. Cutover approach
    iii. A rollback plan
    iv. Work Breakdown Structure (WBS)
    v. Critical success factors
    vi. Predicated risks and risk mitigation strategies
    vii. Go-live roles and responsibilities of the Offeror and DCC
    viii. Go-live assumptions

m. **Post Go-Live Support**. Describe a post go-live support plan, including **performance and support metrics, benchmarks, and service level agreements (SLAs).** See Section C.5.26. Include, at minimum:

    i. Proposed support approach
    ii. Definition of incident severity levels, description of the resolution process, and response and resolution times associated with each
    iii. Issue reporting and resolution procedures, including initiation of support through resolution
    iv. All methods available to report issues (e.g. telephone, chat, on-site)
    v. All methods available to track incidents (e.g. ticketing systems)
    vi. Number of staff available to resolve incidents
    vii. The Courts roles in support and issue resolution
    viii. Overview of release schedules and yearly maintenance practices
    ix. Available resources for assistance with new releases
    x. Escalation process for issues or bugs
    xi. Offeror’s onsite commitments for go-live, including number of Offeror’s personnel that will be onsite for go-live, and duration of onsite support

    xii. Proposed support resources (staff and tools) to support a court of DCC's size and complexity, while meeting or exceeding SLAs
    xiii. System and client performance and support metrics that the Offeror tracks (or is capable of tracking) in installed instances of the proposed solution
    xiv. Support metrics that the Offeror tracks (or is capable of tracking)
    xv. Benchmarks for system and client performance
    xvi. Benchmarks for support, including response time and resolution time by priority / criticality level
    xvii. Description of description of the Offeror's SLAs throughout the implementation process and post-go-live
    xviii. Description of SLA service credit mechanism(s)
    xix. Include a copy of your software licensing & maintenance, and/or Software-as-a-Service Agreement.

Tab C: Functional Requirements

1. Offeror shall assess its adherence to requirements and shall provide responses using the Excel template provided in Appendix J.11. ***Offerors shall submit this Appendix as an Excel file that the Courts are able to sort, annotate, and otherwise manipulate for the purpose of evaluation. Offeror shall not modify the original format of the Excel file.*** For each requirement:
    a. In Column H, indicate whether the required capability is:
        i. Currently available out-of-the box (with or without configuration)
        ii. Currently in development (with our without configuration)
        iii. Available through customization
        iv. Not available
    b. Describe how the proposed solution meets the requirement in Column I.
2. For requirements that require customization, describe the customization approach in Column I and include the cost of customization within the cost proposal (Volume II)
3. For requirements that the Offeror indicates are in development, provide a timeline for development and testing and the date the capability will be in production in Column I.

Tab D: Technical Requirements

1. Offeror shall assess its adherence to requirements and shall provide responses using the template provided in Appendix J.11. ***Offerors shall submit this Appendix as an unlocked Excel file with the electronic file submission that the Courts are able to sort, annotate, and otherwise manipulate for the purpose of evaluation. Offeror shall not modify the original format of the Excel file.*** For each requirement:
    a. In Column H, indicate whether the required capability is:
        i. Currently available out-of-the box (with or without configuration)
        ii. Currently in development (with our without configuration)
        iii. Available through customization
        iv. Not available
    b. In Column I, describe how the proposed solution meets the requirement.
2. For requirements that require customization, describe the customization approach in Column I and include the cost of customization within the cost proposal (Volume II)

3. For requirements that the Offeror indicates are in development, provide a timeline for development and testing and the date the capability will be in production in Column I.

Volume II: Price Proposal

Tab A: Price Proposal

1. Offerors shall submit all pricing information in a **separate, clearly marked volume**. Offerors may not include any costs, rates, estimates, or other such information in any form in Volume I of the proposal.
2. Using the instructions and template provided in Appendix J.14, submit a firm fixed cost proposal to include all goods and services required in this solicitation. Offerors shall submit this Appendix as an Excel file that the Courts are able to annotate and use for calculations.
    a. Offeror shall submit all costs associated with Offeror's proposal, and may add additional rows or columns to the provided template if needed to ensure complete capture of all costs associated with this project. The Courts will not be responsible for the cost of any goods or services that the Offeror does not include in the Offeror's price proposal.
    b. Offeror shall include optional hardware, software, services, or other items that the Offeror recommends to meet the Courts' needs.
3. Offeror shall include the following statement:
    a. "The Offeror agrees that if its offer is accepted within one hundred twenty (120) days from the date specified in this solicitation for the submission of proposals, or if its Final Proposal Revision (FPR) is accepted within one hundred twenty (120) days from the date specified for submission thereof, to furnish goods and services at the price stated in the Price proposal, delivered, or performed at the designated place within the time specified in this solicitation."
4. Offeror shall list and describe all assumptions related to pricing information.

D. PACKAGING AND MARKING

D.1 All deliverables shall be in a form and manner acceptable to the Courts. The Offeror shall provide all deliverables electronically in a format that the Courts are able to edit for future use. Additionally, the Courts may require up to two hard printed copies of any deliverable at the Courts' discretion. At the conclusion of the project, Offeror shall provide the Courts with a consolidated electronic copy of all deliverables related to this project, such as in the form of a USB drive, CD-ROMs, or on the Courts' intranet site, at the discretion of the Courts.

E. INSPECTION AND ACCEPTANCE

E.1 Inspection of Services

E.1.1 DEFINITION: “Services,” as used in this section, includes services performed, workmanship, and material furnished or utilized in the performance of services.

E.1.2 Right to inspect and test all services: The District of Columbia Courts have the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The District of Columbia Courts shall perform inspections and test in a manner that shall not unduly delay the work.

E.1.3 Failure to perform promptly: If the Contractor fails to promptly perform the services in accordance with the Work Breakdown Structure or take the necessary action to ensure performance in conformity with the contract requirements, the District of Columbia Courts may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the District of Columbia Courts that is directly related to the performance of such service or (2) terminate the contract for default.

E.1.4 Correction of Non-Conformities. Correction of non-conformities revealed by review shall be performed by the Contractor before the Court’s acceptance of the Request For Proposal solution and at the price provided in the contract. No additional costs for making corrections to meet the requirements found deficient during review shall be allowed.

E.2 Acceptance Procedures and Criteria

E.2.1 Acceptance Testing

The Court shall require the Contractor to provide a test plan that shall include the testing of all mandatory requirements. For each requirement, the appropriate end-user and the Courts’ IT representative will test each mandatory requirement. The Contractor shall be present during each testing procedure to document any problems or required modifications.

E.2.2 Acceptance software testing criteria

Testing criteria shall include the following areas, at minimum:

A. The printed documentation accompanying the software must be understandable and clear by more than 90% of the intended users

B. The software must be virus free

C. The software tested successfully by the appropriate end-user and the Courts’ IT representative. Each test shall require signatures of acceptance by both Contractor and Courts’ representative(s).

D. A user tutorial shall be part of the software package to assist the user with the operation of the software.

E. Help references shall be included in the software package to assist help the user with the operation of the software.

F. The software must satisfy each requirement to the satisfaction of the Courts.

E.2.3 Changes Required by Testing Results

Any changes to the Contractor’s system shall be complete before acceptance of the proposed system and at the proposed price stated. No additional costs for making corrections to meet the requirements found deficient during testing shall be allowed.

E.3 Operational Testing and Final Acceptance

In addition to conducting comprehensive functional testing as described in Section C and above, all software shall undergo an operational testing period prior to final acceptance. The Courts will accept the enterprise case management system as installed after it is fully operational for a continuous 60 days.

F. DELIVERIES AND PERFORMANCE

F.1 Term of Contract

The term of the contract shall be three (3) years from date of award of the contract, with two (2) optional one-year renewals at the sole discretion of the Courts. The date of award shall be the date the Contracting Officer signs the contract document.

F.2 Commencement of Work

The Contractor shall commence work on the contract award date.

F.3 Deliverables

All deliverables shall be in a form and manner acceptable to the Courts. The Contractor shall complete the tasks and provide deliverables to the Contracting Officer Technical Representative (COTR) the deliverables specified below and additional deliverables included in the Offer.

The Offeror shall include the deliverables listed below – as well as any additional deliverables, goods, or services required or recommended for the project – in the Offeror's Statement of Work.

Offeror shall include all deliverables in the Offeror's price proposal, which the Offeror shall submit using the template in Appendix J.14.

CLIN	Deliverable Name
1.	Project Charter
2.	Work Breakdown Structure (WBS) – to include detailed project activities, plan, and schedule (due within fourteen (14) days of Contract Award
3.	Project Management Plan – including scope, schedule, budget, quality, communication, stakeholder, risk, configuration, and change management plans
4.	Weekly Project Status Meetings, Status Reports, and other Project Management Communications
5.	Fit Analysis – including documented findings and recommendations related to requirements, business processes, and system configuration/customization
6.	Loading of Requirements into IBM Rational DOORS
7.	Infrastructure Design – system and database architecture documentation
8.	Installation and Implementation Plan
9.	Integration Plan
10.	Interface Plan
11.	Conversion/Migration Plan – may include documents/images, depending upon Offeror's approach to document management
12.	Testing and Quality Assurance Plan
13.	Software Installation, including third party software
14.	Hardware and Peripheral Installation

CLIN	Deliverable Name
15.	Data Mapping – may include documents/images, depending upon Offeror's approach to document management
16.	Completed Conversion – will include data and may include documents/images, depending upon Offeror's approach to document management
17.	User Acceptance Test Scripts and Test Cases
18.	Testing Reports
19.	Training Plan
20.	Training Materials – including written and web-based materials
21.	Facilitated Training Sessions
22.	Customizable User Guide
23.	Go-Live Plan
24.	System Documentation, including: • Electronic system administration manual • All codes, customizations, and configurations • Entity Relationship Diagram • Data Dictionary • System Application Guide • Interface Tool Documentation and Guide
25.	Go-Live and On-Site Go-Live Support
26.	Post-Go-Live Support and adherence to agreed-upon Service Level Agreements
27.	Warranties
28.	Up to date deposits per Escrow Agreement

G. CONTRACT ADMINISTRATION DATA

G.1 Payment/Invoices

G.1.1 The Courts will make invoice payments under the terms and conditions specified in the contract. 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 a check is dated or the date of an electronic funds transfer. The contractor shall be compensated as set forth below.

G.1.2 Effective June 8, 2018 all invoices and payment request shall be submitted electronically through the U.S. Department of the Treasury's Invoice Processing Platform (IPP) System using the "Bill to Agency" of Interior Business Center-FMD. The IPP website address is https://www.ipp.gov. In addition, it is the vendors' (contractors') responsibility to be System for Awards Management (SAM) registered and in IPP. The vendors (contractors) must be SAM registered in order to register in IPP. The SAM website address is https://www.sam.gov.

G.1.3 After contract and purchase order award, in order to receive payment, the Contractor must use the IPP website to register, access, and use IPP for submitting all invoice requests for payment(s). Assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email at IPPCustomerSupport@discal.treasury.gov or by phone (866) 973-3131.

G.1.4 Payment request means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, at a minimum, the Contractors' electronic invoice shall include the following information:

a. Name and address of the Contractor,

b. The purchase order number,

c. Invoice date,

d. Invoice number,

e. Name of the Contracting Officer Technical Representative (COTR),

f. COTR email address, and

g. Description, quality, unit of measure, and extended price of the services or supplies actually rendered.

G.1.5 Once the electronic invoice has been submitted through IPP, no later than 2 business days from the electronic submission, the Contractor must email and/or mail to the COTR a copy of the electronic invoice along with all the required supporting documentation as stated in the contract.

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.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.2.3 In addition, the Contractor shall complete Appendix J.8 – District of Columbia Courts Release of Claims form and submit to the Contracting Officer.

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 receipted and approved invoice pursuant to the Prompt Payment Act, 31 U.S.C. 3901 et seq.

G.5 Payment

Payment to the Contractor for services satisfactorily performed shall be made by the Courts once the Contractor's certified invoice has been approved by the Contracting Officer's Technical Representative (COTR), or in the case of a dispute, subject to final determination by the Contracting Officer.

G.6 Contracting Officer (CO)

G.6.1 The District of Columbia Superior Court Contracting Officer who has the appropriate contracting authority is the only Courts official authorized to contractually bind the Courts through signing contract documents. The contact information for the Contracting Officer is:

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

G.7 Authorized Changes by the Contracting Officer

G.7.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.

G.7.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.

G.7.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.8 Contracting Officer's Technical Representative (COTR)

G.8.1 The COTR is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The COTR has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

a. Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

b. Coordinating site entry for Contractor personnel, if applicable;

c. Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

d. Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the Courts payment provisions; and

e. Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

G.8.2 The address and telephone number of the COTR is:

Gregory Hale, IJIS Project Manager
Information & Technology
District of Columbia Courts
Suite 2400
410 E Street, NW Washington, DC 20001
202-879-1109 and 202-359-0796
Gregory.Hale@dcsc.gov

G.8.3 The COTR shall NOT have the authority to:

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

G.8.4 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the Courts, to take all corrective action necessitated by reason of the unauthorized changes.

G.9 Payment Milestones

G.9.1 The Offeror's fixed fee price proposal shall serve as the basis of payment milestones for this contract.

Offerors shall direct questions concerning this solicitation in writing to the person named on page 1 of this Request for Proposals.

H. SPECIAL CONTRACTS REQUIREMENTS

H.1 Department of Labor Wage Determination

The Contractor shall be bound by the Wage Determination No. 2015-4281, Revision No. 3, dated 04/08/2016, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 et seq., and incorporated herein as Section J.10.The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 27 of the DC Courts General Contract Provisions (J.1). If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.2 Publicity

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

H.3 Disclosure of Information

H.3.1 Any information made available by the District of Columbia Courts shall be used only for the purposes of carrying out the provisions of this contract, and shall not be divulged nor made known in any manner to any person except as may be necessary in the performance of the contract.

H.3.2 In performance of this Contract, the Contractor agrees to assume responsibility for protection of the confidentiality of Courts records and that all work shall be performed under the supervision of the Contractor or the Contractor‘s responsible employees.

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

H.3.4 No information regarding the Contractor‘s performance of the contract shall be disclosed by the Contractor to anyone other than the District of Columbia Courts officials unless written approval is obtained in advance from the Contracting Officer.

H.4 Security Requirements

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

H.5 Courts’ Responsibilities

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

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

H.6 Contractor Project Staff

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

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

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

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

I. CONTRACT CLAUSES

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

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

I.2 Contracts that Cross Fiscal Years

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

I.3 Confidentiality of Information

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

I.4 Time

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

I.5 Rights In Data

I.5.1 – Data, as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.5.2 The term – Technical Data, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

I.5.3 The term – Computer Software, 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.5.4 The term “computer databases”, as used herein, means a collection of data in a form capable of being processed and operated on by a computer.

I.5.5 All data first produced in the performance of this Contract shall be the sole property of the Courts. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the Courts under this Contract, are works made for hire and are the sole property of the Courts; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the Courts the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the Courts all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the Courts until such time as the Courts may have released such data to the public.

I.5.6 The Courts will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

I.5.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any Courts installation to which the computer may be transferred by the Courts;

I.5.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

I.5.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.5.7 The restricted rights set forth in section I.5.6 are of no effect unless the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

i. Use, duplication, or disclosure is subject to restrictions stated in Contract No. ______________ with __(Insert 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.5.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the Courts a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the Courts under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the Courts under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the Courts any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the Courts' or the Contractor's rights in that subcontractor data or computer software which is required for the Courts.

I.5.10 For all computer software furnished to the Courts with the rights specified in Section I.5.5, the Contractor shall furnish to the Courts, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the Courts with the restricted rights specified in Section I.5.6, the Courts, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the Courts under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

I.5.11 The Contractor shall indemnify and save and hold harmless the Courts, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.5.12 Nothing contained in this clause shall imply a license to the Courts under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the Courts under any patent.

I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the Courts and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

I.6 Other Contractors

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

I.7 Subcontracts

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

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

I.8 Ethics in Public Contracting

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

I.9 Disputes

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

I.10 Laws and Regulations

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

I.11 Non-Discrimination

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

I.12 Examination of Books and Records

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

I.13 Record Keeping

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

I.14 Insurance

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

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries $1,000,000 per occurrence limits; $2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to:

premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia Courts as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia Courts, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a $1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers‘ Compensation Insurance. The Contractor shall provide Workers‘ Compensation insurance in accordance with the statutory mandates of the Courts of Columbia or the jurisdiction in which the contract is performed.
4. Employer’s Liability Insurance. The Contractor shall provide employer‘s liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

I.14.2 Duration: The Contractor shall carry all required insurance until all contract work is accepted by the Courts, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.

I.14.3 Liability: These are the required minimum insurance requirements established by the Courts. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR’S LIABILITY UNDER THIS CONTRACT**.

I.14.4 Contractor’s Property: Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia Courts.

I.14.5 Measure of Payment: The Courts shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

I.14.6 Notification: The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.

I.14.7 Certificates of Insurance. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Darlene D. Reynolds, CPPB
Senior Contract Specialist
Administrative Services Division District of Columbia Courts
616 H Street, N.W., Suite 612
Washington, D.C. 20001

Darlene.reynolds@dcsc.gov.

I.14.8 Disclosure of Information. The Contractor agrees that the Courts may disclose the name and contact information of its insurers to any third party which presents a claim against the Courts for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

I.15 Cancellation Ceiling

I.15.1 In the event of cancellation of the contract because of non-appropriation for any fiscal year after fiscal year 2018, there shall be a cancellation ceiling of zero dollars representing reasonable preproduction and nonrecurring cost, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

I.16 Order of Precedence

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

I.16.1.1 Order of Precedence

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

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

Governing Law

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

J. LIST OF APPENDICES

ID	Appendix Name	Required for Offeror Submission
J.1	General Provisions Applicable to D.C. Courts Contracts (23 Pages)	No
J.2	Anti-Collusion Statement (1 Page)	Yes
J.3	Ethics in Public Contracting (1 Page)	Yes
J.4	Non-Discrimination (1 Page)	Yes
J.5	Certification of Eligibility (1 Page)	Yes
J.6	Tax Certification Affidavit (1 Page)	Yes
J.7	Certification Regarding a Drug-Free Workplace (2 Pages)	Yes
J.8	District of Columbia Courts Release of Claims (2 Pages)	No
J.9	Past Performance Evaluation Form (2 Pages)	Yes
J.10	Wage Determination No. 2015-42814, Revision No. 3, dated 04/08/2016 (10 Pages)	No
J.11	Functional and Technical Requirements (649 requirements)	Yes
J.12	Major Operating Division Case Management Plans (236 Pages)	No
J.13	Offeror References and Solution Users (5 pages)	Yes
J.14	Price Proposal Template (5 Pages)	Yes
J.15	Question Submission Template (1 page)	Not required for proposal submission. Required for question submittal.
J.16	Interface Descriptions	No

K. REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 Walsh-Healy Act

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

a) Regular Dealer

( ) The Offeror is a Regular Dealer pursuant to Clause 28 of the District of Columbia Courts General Contract Provisions.

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

b) Manufacturer

( ) The Offeror is a Manufacturer pursuant to Clause 28 of the District of Columbia Courts General Contract Provisions.

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

K.2 Buy American Certification

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

EXCLUDED END PRODUCTS:	COUNTRY OR ORIGIN:

K.3 Officers Not To Benefit Certification

Each Offeror shall check one of the following:

( ) No person listed in Clause 21 of the District of Columbia Courts General Contract Provisions will benefit from this contract.

( ) 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

K.4.1 Each signature on the offer is considered to be a certification by the signatory that:

K.4.1.1 The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Offeror or competitor relating to (i) those prices, the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offer;

K.4.1.2 The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before offer opening unless otherwise required by law; and

K.4.1.3 No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

K.4.2 Each signature on the offer is considered to be a certification by the signatory that the signatory;

K.4.2.1 Is the person in the Offeror‘s organization responsible for determining the prices being offered in this offer, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above; or

K.4.2.2 (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above: __(insert full name or person(s) in the organization responsible for determining the prices offered in this offer and the title of his or her position in the Offeror‘s organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b) (2) (1) above have not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (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.

K.4.3 If Offeror deletes or modifies subparagraph (a) (2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.5 Type of Business Organization

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

K.6 Payment Identification Number

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

Please list below applicable vendor information:

Federal Tax ID: ___________________________________

Or Social Security Number: ___________________________________

Dun and Bradstreet Number: ___________________________________

Legal Name of Entity Assigned this Number: ___________________________________

Street Address and/or Mailing Address: ___________________________________

City, State, and Zip Code: ___________________________________

Type of Business: ___________________________________

Telephone Number: ___________________________________

Fax Number: ___________________________________

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

K.7 Tax Certification

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

L. INSTRUCTIONS, CONDITIONS &NOTICES TO OFFERORS

L.1 Contract Award

L.1.1 Most Advantageous to the Courts

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

L.1.2 Initial Offers

The Courts may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offeror‘s best terms from a standpoint of cost or price, technical and other factors.

L.2 Proposal Form, Organization and Content

Offeror shall submit **one original** and **nine (9) hard copies** of the proposals in two parts, each clearly labeled "Volume I: Technical Proposal" and "Volume II: Price Proposal." Offeror shall conspicuously label the outside of the proposal package with the Offeror’s complete name and address, and the following:

Solicitation Number:	DCSC-19-RFP-0013
Caption:	DC Superior Court Case Management System
Proposal Due Date & Time:	November 30, 2018 by 2 p.m. EST

In addition, Offers shall submit an electronic version of the Technical Proposal and Price Proposal to: darlene.reynolds@dcsc.gov. Note that the Functional Requirements, Technical Requirements, and Pricing Proposal must be submitted as Excel files that the Courts are able to sort, annotate, calculate, and otherwise manipulate for the purpose of evaluation. **Email submissions are not an alternative to paper copies.** The Courts will not accept telephonic, telegraphic, and facsimile proposals.

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

L.3 Proposal Submission Date and Time; Late Submissions, Late Modifications, Withdrawal or Modification of Proposals; and Late Proposals

L.3.1 Proposal Submission

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

a. The proposal or modification was sent by registered or certified mail not later than the 5th day before the date specified for receipt of offers;

b. The proposal or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the Courts, or

c. The proposal is the only proposal received.

L.3.2 Withdrawal or Modification of Proposals

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

L.3.3 Postmarks

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the Offeror can furnish evidence from the postal authorities of timely mailing.

L.3.4 Late Modifications

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

L.3.5 Late Proposals

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

L.4 Explanation to Prospective Offerors

If a prospective Offeror has any questions relating to this solicitation, the prospective Offeror shall submit the question in writing to person and by the date and time stated on page 1 of this Request for Proposals. The Courts will not consider any questions received after the stated deadline. The Courts will furnish responses promptly to all prospective Offerors. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective Offeror. The Courts will post all amendments and responses to Offerors questions in the DC Courts and the Federal Business Opportunities Websites at www.dccourts.gov/internet/system/admin/procurement.jsf and www.fedbizopps.gov. Oral explanations or instructions given Courts officials before the award of the contract will not be binding.

L.5 Failure to Submit Offers

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

L.6 Restriction on Disclosure and Use of Data

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

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

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

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

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

L.7 Proposals with Option Years

L.7.1 The Offeror shall include option period prices in its price proposal. An offer may be determined to be unacceptable if it fails to include pricing for the option period(s).

L.8 Proposal Protests

L.8.1 Any aggrieved person may protest this solicitation, award or proposed contract award in accordance with Chapter 8 of the Procurement Guidelines of the District of Columbia Courts. Protest shall be filed in writing, within ten (10) working days after the basis of the protest is known (or should have been known), whichever is earlier with the Contracting Officer at:

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

L.8.2 A protest shall include the following:

1. Name, address and telephone number of the protester;
2. Solicitation or contract number;
3. Detailed statement of the legal and factual grounds for the protest, including copies of relevant documents;
4. Request for a ruling by the Contracting Officer; and
5. Statement as to the form of relief requested.

L.9 Signing of Offers

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

L.10 Unnecessarily Elaborate Proposals

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

L.11 Retention of Proposals

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

L.12 Proposal Costs

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

L.13 Reserved

L.14 Certificates of Insurance

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

Darlene D. Reynolds, CPPB, Senior Contract Specialist
Administrative Services Division District of Columbia Courts
616 H Street, N.W., Suite 622
Washington, D.C. 20001
darlene.reynolds@dcsc.gov

L.15 Acknowledgment of Amendments

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

L.16 Best and Final Offers

If, subsequent to receiving original proposals, negotiations are conducted, all Offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the CO determines that it is clearly in the Courts' best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify contractor selection and award based on the best and final offers received. If discussions are reopened, the CO shall issue an additional request for best and final offers to all Offerors still within the competitive range.

L.17 Familiarization with Conditions

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

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

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

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

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

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

L.19 Proposal Information and Format

L.19.1 At a minimum, each proposal submitted in response to this RFP shall include the sections set forth below and described in detail in Section C.5 Proposal Response Format. Failure to address adequately any of these areas may result in the proposal being eliminated from consideration for award.

L.19.2 Proposals shall be prepared simply and economically, providing a straightforward, concise delineation of Offeror’s ability to satisfy the requirements of this RFP. **The Courts do not desire or prefer fancy bindings, colored displays, and promotional materials**.

L.19.3 Offerors must submit proposals in two clearly marked volumes. See L.2 for additional information about the number of originals and copies that are required.

L.19.4 Each copy of the proposal shall be on 8.5” by 11” loose-leaf bond paper, 12-point font, with numbered pages, and in a three-ring binder for each Volume. Each copy of the proposal shall include two separate and distinctly labeled Volumes.

L.19.5 **Volume I of the proposal shall be comprised of the following tabs:**

Tab	Section
A	Firm Qualifications and Disclosures
B	Technical Approach and Statement of Work
C	Functional Requirements
D	Technical Requirements
E	Offeror Exhibits (optional / as needed)

L.19.6 **Volume II of the proposal shall be comprised of the following tab:**

Tab	Section
A	Price Proposal

L.20 Acceptance Period

L.20.1 The Offeror agrees, if its offer is accepted within one hundred twenty (120) days from the date specified in this solicitation for the submission of proposals, or if it‘s Final Proposal Revision (FPR) is accepted within one hundred twenty (120) days from the date specified for submission thereof to furnish services at the price stated in the Price proposal, delivered or performed at the designated place within the time specified in this solicitation.

M. EVALUATION FACTORS

M.1 Evaluation for Award

The Courts intend to make an award to the responsible firm whose proposal represents the best value to the Courts and in accordance with the evaluations factors listed below in Section M.2.

Upon receipt of the proposals, the Courts may request clarifications from Offerors regarding proposal documentation and responsiveness.

The Courts may evaluate proposals in the following phases:

- Phase 1: Written Proposal Evaluations
- Phase 2 (optional at the Courts' discretion): Oral Demonstrations
- Phase 3 (optional at the Courts' discretion): Best and Final Offers

Upon evaluation of written proposals, the Courts may invite a short list of Offerors to demonstrate their solutions. However, the Courts reserve the right to proceed to negotiations with the highest scoring Offeror at the end of Phase 1. The Courts may also award a contract upon the basis of initial offers received, without discussions. Therefore, initial offers should contain the Offeror's best terms from a cost and technical standpoint.

M.2 Evaluation Criteria

The Courts will allocate points according to the criteria and point distribution below.

Proposal Volume	Proposal Section	Evaluation Criteria	Maximum Points
I	Tab A	**Firm Qualifications and Disclosures** The Offeror's qualifications, past performance, key personnel, and reference checks indicate that the Offeror is likely to succeed in this project.	15
I	Tab B	**Technical Approach and Statement of Work** The technical approach and proposed solution will result in high quality solution, services, and deliverables that meet the Courts' goals and requirements.	30
I	Tab C	**Functional Requirements** The proposed solution meets functional requirements and courts' business processes with little customization.	15
I	Tab D	**Technical Requirements** The proposed solution meets technical requirements with little customization and is compatible with the Court's existing environment.	10
II	Tab A	**Price Proposal**	20
N/A	N/A	**Oral Demonstrations**	10
		Total Maximum Points	**100**

M.3 Prospective Contractor's Responsibility

M.3.1 In order to receive an award under this RFP, the Court‘s Contracting Officer must determine that the prospective contractor has the capability in all respects to perform fully the contract requirements. To be deemed responsible, a prospective contractor must establish that it has:

M.3.2 Resources adequate to perform the contract, or the ability to obtain them;

M.3.3 Ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments

M.3.4 A satisfactory record of performance;

M.3.5 The necessary organization, experience, accounting and operational control, and technical skills, or the ability to obtain them;

M.3.6 Compliance with the applicable Courts licensing, tax laws, and regulations;

M.3.7 The necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and

M.3.8 Other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

M.3.9 The Courts reserves the right to request from a prospective contractor information necessary to determine the prospective contractor's responsibility. Information is to be submitted upon the request of the Courts within the time specified in the request. Failure of an Offeror to comply with a request for information may subject the Offeror's proposal to rejection on responsibility grounds. If a prospective contractor fails to supply the requested information, the Court‘s Contracting Officer shall make the determination of responsibility or non-responsibility based on available information. If the available information is insufficient to make a determination of non-responsibility, the Court‘s Contracting Officer shall determine the Offeror to be non-responsible.

M.4 Price Proposal Evaluation

M.4.1 The Courts will evaluate each Offeror’s price proposal for realism, reasonableness, and completeness. This evaluation will reflect the Offeror’s understanding of the solicitation requirements and the validity of the Offeror’s approach to performing the work. Alternative price proposals, if considered by the Courts, will be evaluated on contract type risk, potential savings, other advantages or disadvantages to the Courts, and the discretion of the government.

M.4.2 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.4.3 Reasonableness: In evaluating reasonableness, the Courts will determine if the Offeror‘s proposed prices, in nature and amount, do not exceed those which would be incurred by a prudent contractor in the conduct of competitive business. The assessment of reasonableness will take into account the context of the source selection, including current market conditions and other factors that may impact price. In the evaluation the Courts will consider the following:

a. Is the proposed price(s) (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 price(s) for platform licensing comparable to competitor‘s prices under this solicitation?

d. Are the proposed price(s) for an implementation plan comparable to Competitor‘s prices under this solicitation?

e. Are the proposed price(s) for warranty and customer support comparable to Competitor‘s prices under this solicitation?

M.4.4 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?