

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

ISSUED BY: DISTRICT OF COLUMBIA COURTS
ADMINISTRATIVE SERVICES DIVISION
PROCUREMENT AND CONTRACTS BRANCH
616 H STREET, N.W., ROOM 622
WASHINGTON, D.C. 20001

DATE ISSUED: DCSC-20-RFP-10

OPENING DATE: _____

OPENING TIME: _____

SOLICITATION NUMBER: DCSC-20-RFP-10

CLOSING DATE: 11/26/2019

CLOSING TIME: 2:00 P.M.

**OFFER/BID FOR: FURNISH, DELIVER & INSTALL AN
AUTOMATED **BAR** Admissions Management System**

MARKET TYPE: Open

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

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

<p align="center">OFFEROR</p> <p>Name:</p> <p>Street:</p> <p>City, State:</p> <p>Zip Code:</p> <p>Area Code & Telephone Number:</p>	<p>Name and title of Person Authorized to Sign Offer: (Type or Print)</p>	
	<p>Signature</p> <p align="right">(Seal)</p>	<p>Date:</p>
	<p>Impress Corporate Seal</p> <p>Corporate (Secretary) _____ (Seal) (Attest)</p>	

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

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

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

All written communications regarding this solicitation should be addressed to the Contracting Officer and should be directed by e-mail to Darlene D. Reynolds, CPPB, Senior Contract Specialist at darlene.reynolds@dcsc.gov

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

REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS

1. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

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

2. WALSH-HEALY ACT

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

(a) Regular Dealer

- () The Offeror is a Regular Dealer pursuant to Clause 30 of the Government of the District of Columbia Standard Contract Provisions for Use with District of Columbia Government Supplies and Services Contracts (December 1984).
- () The Offeror is not a Regular Dealer pursuant to Clause 30 of the Standard Contract Provisions.

(b) Manufacturer

- () The Offeror is a Manufacturer pursuant to Clause 30 of the Government of the District of Columbia Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts.

- () The Offeror is not a Manufacturer pursuant to Clause 30 of the District of Columbia Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts.

3. BUY AMERICAN CERTIFICATION

The Offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Clause 29 of the District of Columbia Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, “Buy American Act”), 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
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4. OFFICERS NOT TO BENEFIT CERTIFICATION

Each Offeror shall check one of the following:

- ___ (a) No person listed in Clause 16 of the District of Columbia Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts will benefit from this contract.

- ___ (b) The following person(s) listed in Clause 16 District of Columbia Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts may benefit from this contract. For each person listed, attach the affidavit required by Clause 16 of the District of Columbia Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts.

5. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- (a) Each signature on the offer is considered to be a certification by the signatory that:
 - (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offer;
 - (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other offeror or competitor

before offer opening unless otherwise required by law; and

- (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory;
 - (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this offer, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above; or
 - (2)
 - (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above:

(insert full name or person(s) in the organization responsible for determining the prices offered in this offer and the title of his or her position in the Offeror's organization);
 - (ii) As an authorized agent, does certify that the principals named in subdivision (b) (2) (1) above have not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above; and
 - (iii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.
- (c) If Offeror deletes or modifies subparagraph (a) (2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

6. TYPE OF BUSINESS ORGANIZATION

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

7. PAYMENT IDENTIFICATION NO.

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

their social security numbers.

Please list below applicable vendor information:

Federal Tax Identification Number: _____

Or

Social Security Number: _____

Dun and Bradstreet Number: _____

Legal Name of Entity Assigned this Number: _____

Street Address and/or Mailing Address: _____

City, State, and Zip Code: _____

Type of Business: _____

Telephone Number: _____

Fax Number: _____

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

PART I

SECTION B - SUPPLIES OR SERVICES AND PRICE/COST

- B.1 The District of Columbia Courts is seeking a qualified Contractor to furnish, deliver and install an automated **BAR Admissions Management System** in accordance with this solicitation.
- B.2 The offeror shall submit a price for the services specified below in Sections B.3 and in accordance with this Request For Proposals (RFP).
- B.3 **PRICE/COST SCHEDULE**

Table B.3.1 Base Period – 12 Months

CLIN #	CLIN Description	Total Price
1	Bar Admissions System License & Support (or SaaS Fee)	\$
2	Bar Admissions System Implementation Professional Services	\$
Total Price		\$

Table B.3.2 Option Year 1 – 12 Months

CLIN #	CLIN Description	Total Price
1	Maintenance & Support (or SaaS Fee)	\$
Total Price		\$

Table B.3.3 Option Year 2 – 12 Months

CLIN #	CLIN Description	Total Price
1	Maintenance & Support (or SaaS Fee)	\$
Total Price		\$

Table B.3.4 Option Year 3 – 12 Months

CLIN #	CLIN Description	Total Price
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1	Maintenance & Support (or SaaS Fee)	\$
Total Price		\$

Table B.3.5 Option Year 4 – 12 Months

CLIN #	CLIN Description	Total Price
1	Maintenance & Support (or SaaS Fee)	\$
Total Price		\$

B.4 **GOAL**

- B.4.1 The goal of this project is to implement a state-of-the-art BAR Admissions Management System at the District of Columbia Court of Appeals (DCCA), 500 Indiana Avenue, NW, Washington, DC 20001. The Court is seeking a qualified vendor to provide a solution in accordance with the technical specifications and provisions of this Request for Proposal.
- B.4.2 The BAR Admissions Management System implementation will be carried out based on an approved “Project Plan” to be developed by the contractor. The project plan is described in Section C.4 “PROJECT MANAGEMENT APPROACH.”
- B.4.3 A new BAR Admissions Management System will be selected through this competitive acquisition process.

B.5 **BACKGROUND**

- B.5.1 The Courts, the Judicial Branch of the District of Columbia government, is comprised of the District of Columbia Court of Appeals (DCCA), the highest court of the District; the Superior Court of the District of Columbia (DCSC), a trial court with general jurisdiction over virtually all local legal matters; and the Court System (DCCS), which provides administrative support functions for both courts. The Courts 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 operations rely heavily on information technology (IT), and the organization’s dependence on technology will continue into the future.
- B.5.2 The Committees on Admissions and the Unauthorized Practice of Law support the Court of Appeals in its duty to regulate the bar, assuring that persons licensed to practice law in the District meet competence and character standards and that the public is protected from persons who are not permitted to practice law in the District under court rules. The Office that supports these Committees relies on computer systems to accept and track applications for admission to the bar and to track complaints about unauthorized practice.
- B.5.3 Currently, the Office is using NetForum, a DC Bar hosted system, to manage the application process to the practice of law in the District of Columbia. Applicants create an account and upload a copy of a character and fitness questionnaire that is completed on a third-party website. Applicants also upload copies of other PDFS to support their application. Once the staff “accepts” an application, an application number is assigned, and the uploaded documents are reviewed. In addition, the Office is using the Bar Admission Tracking System (BATS), an in-

house developed Oracle APEX application, to store data and generate reports and letters for pro hac vice admissions, special legal consultants and pro bono receipts. Furthermore, BATS contain applicant contact information and other data in conjunction with applications for admission to the practice of law that were submitted prior to the use of NetForum in 2016. BATS contain metadata only. BATS do not contain any storage for PDFs.

- B.5.4 The current systems in the industry have some significant capabilities that have been developed over the years. A notable accomplishment is the online acceptance of applications for admission by examination or motion and acceptance of credit card payments. However, the current tool and systems utilized at the courts do not satisfy current business requirements. Upgrading to a new admissions system will provide the Court with much-needed functionality.
- B.5.5 The primary assumptions made regarding the acquisition of the admissions system are to implement a system that will accept online and facilitate processing of all forms of application to practice law and complaints of unauthorized practice under court rules and that will facilitate management of these processes.
- B.5.6 It is expected that the new admissions system will enhance the Court's regulation of the bar by:
1. Facilitating admissions and unauthorized practice processing, thereby improving efficiency and service to the public.
 2. Enhancing efficient planning for bar examinations.
 3. Facilitating communication among Committee members as they review applications and complaints.
 4. Enabling better integration of admissions and unauthorized practice data with the Courts' business intelligence system, thereby improving the accessibility of data, quality of information, and effectiveness of statistical reporting.
 5. Eliminating paper in these processes.

C. SECTION C – DESCRIPTION/SPECIFICATION OF WORK

C.1 OVERVIEW

- C.1.1 The Court is soliciting competitive sealed proposals for all labor, materials, equipment, expertise, and supervision to furnish, deliver, and install an automated BAMS.
- C.1.2 The Court is seeking to procure a robust Cloud based hosted or on-premise solution for BAR Admissions Management System that utilizes a relational database management system (RDBMS) structure for the automated management of BAR applicants through the entire life cycle, including background checks, verification of employment and education, notifications, past exam history and application details.
- C.1.3 The Courts supports Active Directory 2012, Windows Server 2012R2, Windows 7 or higher, Microsoft Office 2007 or higher, and Microsoft Exchange 2010 or higher. As part of the Courts’ enterprise cloud initiative, the Court of Appeals is currently moving its case management system to Microsoft Azure Platform-as-a-Service (PaaS) environment. In the next couple of years, the Court of Appeals will migrate its messaging system to Microsoft Office 365 Software-as-a-Service (SaaS) environment and its file system to Microsoft Azure Platform-as-a-Service (PaaS) environment.
- C.1.4 Features of the new system shall address the acceptance of admissions applications online and facilitate processing of all forms of application to practice law and complaints of unauthorized practice under the court rules and statistical reporting.
- C.1.5 The meta data stored in both NetForum and BATS systems shall be migrated to the new system.
- C.1.6 System pricing shall include database and software licensing and post installation maintenance and support, to include base year of the contract plus four option years.
1. Product support (e.g. phone, knowledge base).
 2. Application software upgrades.
- C.1.7 The Courts’ supported data architecture systems are Oracle supported products and Microsoft SQL supported products.
- C.1.8 Contractor shall provide to the Court copies of all end user software licensing agreements for all “off the shelf” software. Licenses for all off-the-shelf software

shall be provided to the Court with all rights to use the software.

- C.1.9 Contractor shall be required to keep the system source code in escrow so that the Court can legally obtain the source code in the event that the contractor goes out of business or otherwise.
- C.1.10 Offerors shall submit with their proposals, and a payment schedule that is linked to specified milestones and deliverables identified in its Comprehensive Plan for Implementation.
- C.1.11 The technical proposal shall not exceed forty (40) pages in Times New Roman, 12-point font, single space, with one-inch margins for top, bottom, left and right page margins.
- C.1.12 The Contractor shall provide the courts access to our data for integration with courts enterprise data warehouse for business intelligence solution

C.2 **PROJECT SCOPE**

- C.2.1 The requirements were gathered and documented from a series of meetings conducted with various DCCA stakeholders.
- C.2.2 Contractors should complete the columns as follows:
 1. Yes = Your solution currently supports the requirement without the need of customization or modification.
 2. Future Release Version / Date = Your solution will support the requirement in a future version. Please supply the date of future release.
 3. Customization/Modification Required = Your solution does not currently support the requirement, but the requirement could be met with a customization or modification. Please supply details (e.g. level of effort, cost).
 - a. “Customization” is defined as a change to the configuration but not a change to the core code.
 - b. “Modification” is defined as a change to the core code.
 4. Further Info Provided by Contractor = Please provide any additional comments needed relative to the requirement.

C.2.3 BAR ADMISSIONS MANAGEMENT SYSTEM REQUIREMENTS

The requirements are as follows:

Requirements	Yes	Future Release Version / Date	Customization / Modification Required	Further Info Provided by Contractor
1.1 The system shall have an application portal				
1.1.1 The system shall allow for applicants to apply for admission to the Bar				
1.1.2 The system shall allow for attorneys to apply to appear Pro Hac Vice.				
1.1.3 The system shall allow for applicants to apply to appear Pro Bono				
1.1.4 The system shall allow for applicants to apply to appear as law students				
1.1.5 The system shall allow for applicants to appear as special legal consultants				
1.1.6 The system shall allow for additional categories to be added to the portal if Court Rules change in future				
1.2 The system shall allow applicants to create an account within the portal				
1.2.1 The system shall allow for rules-based entry of User Names that are not an email address				
1.2.2 The system shall properly format all names regardless of how entered, i.e. first initial capitalized				
1.2.3 The system shall allow the amendment of a name by the applicant (Example: if the last name begins with a lower-case letter, the applicant should be able to correct it)				
1.3 The system shall allow applicants to save the application prior to submission				
1.4 The system shall allow for rules based biographical and contact information to be entered by the applicant, examples:				
1.4.1 The system shall allow applicants to enter their full name				

Requirements	Yes	Future Release Version / Date	Customization / Modification Required	Further Info Provided by Contractor
1.4.2 The system shall allow the applicant to enter a current address				
1.4.3 The system shall allow the applicant to enter an address history				
1.4.4 The system shall allow the applicant to enter telephone number(s)				
1.4.5 The system shall allow the applicant to enter email address(es)				
1.4.6 The system shall allow the applicant to enter their Social Security Number				
1.4.7 The system shall allow the applicant to enter their birth date				
1.4.8 The system shall allow the applicant to enter the City, State, and County of birth				
1.4.9 The system shall allow the applicant to enter the address of their current employment				
1.4.10 The system shall allow the applicant to enter their current employment				
1.4.10.1 The system shall allow for rules-based questions to be answered regarding employment				
1.4.10.2 The system shall allow for rules-based requests for documents based on answers to questions regarding employment				
1.4.11 The system shall allow the applicant to enter their job title at their current employment				
1.4.11.1 The system shall allow for application to enter all positions held with their current employer				
1.4.12 The system shall allow the applicant to enter the date that they began at their current place of employment				
1.4.13 The system shall allow the applicant to enter any aliases that have been used				
1.4.14 The system shall allow the applicant to enter the dates of any aliases that have been used				
1.4.15 The system shall allow for the National Conference of Bar Examiners ID to be entered				
1.4.16 The system shall allow the number of Bar				

Requirements	Yes	Future Release Version / Date	Customization / Modification Required	Further Info Provided by Contractor
Exam attempts in DC to be entered				
1.4.17 The system shall allow for the number of UBE attempts in other jurisdictions to be entered				
1.5 The system shall allow for a rules-based checklist to be viewable and printable by the applicant				
1.6 The system shall allow for applicants to view, save, and/or print documents within the portal				
1.6.1 The system shall allow for applicants to upload documents into the portal				
1.7 The system shall allow rules-based financial module for courts to process BAR applicants admissions fee				
1.7.1 The system shall allow for applicants to pay fees for the application via credit and/or debit cards within the portal and ensure the solution is complying with PCI DSS regulations				
1.7.2 The system shall allow for applicants to pay via cash or ACH within the portal.				
1.7.3 The system shall allow rules-based convince fee to be configured for credit card transactions				
1.7.4 The system shall allow for reimbursement of fees / payments along with any convenience fee when they are identified as duplicate payments or other unrelated transactions				
1.7.5 The system shall allow for both card-present and card-not-present transactions to be processed securely through the portal				
1.7.6 The system shall allow for rules-based configuration of merchant account or holding account for processing admissions fee				
1.7.7 The system shall allow for transferring the Admissions fee funds to Courts designated Bank account from an authorized holding account or the merchant account				
1.7.8 The system shall allow for rules based late fees to be applied when applications are submitted				

Requirements	Yes	Future Release Version / Date	Customization / Modification Required	Further Info Provided by Contractor
outside of the allowable timeframe				
1.7.9 The system shall allow for daily and monthly reconciliation reports to be generated				
1.8 The system shall allow for interfacing / exchanging data with Courts Financial reconciliations system (Sage MIP) and Business Intelligence				
1.8.1 The system shall allow for data to be extracted into the courts enterprise data warehouse / business intelligence system.				
1.8.2 The system shall allow for bi-directional interface with Courts Financial reconciliations system (Sage MIP)				
1.8.2.1 For the interface from the BAR Admissions system to the Courts reconciliation system, all key data elements related to application fee but not limited to receipt date, SSN, DOB, NCBE number, amount paid, late fee amount if any, convenience fee amount, credit card type, last 4 digits of the credit card number, approval authorization code and receipt number shall be included in the data exchange.				
1.8.2.2 Interface from the Courts reconciliation system to BAR Admissions system all key data elements related to reimbursements but not limited to payee information, date of check receipt and check number shall be included in the data exchange.				
1.9 The system shall allow for rules-based determination by administrators of timeframes for submission of applications				
1.10 The system shall allow for a unique application number to be assigned to each applicant				
1.11 The system shall allow for the rules-based addition of the types of applications that can be submitted through the portal				

Requirements	Yes	Future Release Version / Date	Customization / Modification Required	Further Info Provided by Contractor
1.12 The system shall allow for rules-based addition of ABA Law Schools for applicants to select from the portal				
1.13 The system shall allow for the addition of contact information for all ABA Law Schools				
1.14 The system shall allow for the rules-based addition of non-ABA Law Schools for applicants to select from				
1.15 The system shall allow for the manual entry of non-ABA Law Schools or International Law Schools				
1.16 The system shall allow for the applicant to enter contact information for all non-ABA Law Schools or International Law Schools, i.e., Address, registrar Contact, phone number, and email				
1.17 The system shall allow for the rules-based addition of flags/alerts on Law Schools, i.e., Non-ABA, International, etc.				
1.18 The system shall allow the applicant to enter other educational institutions, i.e., undergraduate and graduate				
1.19 The system shall allow for the applicant to enter contact information for other educational institutions, i.e., Address, registrar Contact, phone number, and email				
1.20 The system shall allow for rules based historical questions within the application process, i.e., financial, criminal, and/or traffic history, etc.				
1.20.1 The system shall allow for the applicant to upload required documents if there are any affirmative answers to the historical questions				
1.21 The system shall allow for the rules-based addition of prior bar applications and types to be entered				
1.22 The system shall allow the applicant to enter the number of times they have attempted to take the Bar Exam				
1.22.1 The system shall allow for the applicant to enter the number of times they have attempted to take the Bar Exam in any jurisdiction				
1.22.2 The system shall allow for the applicant to enter the number of times they have attempted to take the Bar Exam in the				

Requirements	Yes	Future Release Version / Date	Customization / Modification Required	Further Info Provided by Contractor
District of Columbia				
1.22.3 The system shall allow for the applicant to enter the number of times they have attempted to take the UBE in other jurisdictions				
1.22.4 The system shall allow for the applicant to enter the disposition of each attempt to take the Bar Exam or UBE				
1.23 The system shall allow for rules-based denial of the submission of an application to take the Bar based on eligibility. Examples:				
1.23.1 The system shall allow for rules-based denial of submission of an application based on the number of times applicant has attempted to take the Bar				
1.23.2 The system shall allow for rules-based denial of submission of an application if the applicant is already admitted to the Bar in another jurisdiction				
1.24 The system shall allow for the rules-based addition of prior score information to be entered				
1.25 The system shall allow for the manual entry of information by applicants and administrators				
1.26 The system shall allow for staff to communicate with identified references from within the application via email				
1.27 The system shall allow for emails to be generated and sent to a designated email address whenever a new application is submitted				
1.28 The system shall allow for document upload through interfacing with the National Conference of Bar Examiners				
1.29 The system shall allow for manual document upload and storage by staff				
1.30 The system shall allow for rules-based flags/alerts to be added to the application by staff				
1.31 The system shall allow for staff to generate emails from				

Requirements	Yes	Future Release Version / Date	Customization / Modification Required	Further Info Provided by Contractor
within each application				
1.32 The system shall allow for group emails to be generated from within the database				
1.33 The system shall allow for rules-based statuses to be applied to each application				
1.34 The system shall allow for rules-based exam scores to be uploaded or manually applied to each application				
1.35 The system shall allow for finger print reports to be uploaded and stored within the database				
1.36 The system shall allow for the purging of fingerprint reports from the database after the scheduled exam				
1.37 The system shall allow for the uploading the spreadsheet with the applicant's Bar Exam seat numbers				
1.38 The system shall allow for rules-based Exam Pass/Fail/Withdraw/No Show Status fields				
1.39 The system shall allow for a free text note field for staff to make entries				
1.40 The system shall allow for questionable applications to be flagged for review				
1.41 The system shall allow for rules-based notifications to be generated for review by staff. Examples:				
1.41.1 The system shall allow for rules-based alerts/notifications when an application is pending review				
1.41.2 The system shall allow for rules-based alerts/notifications/tickers for required follow-up to application process				
1.42 The system shall allow for rules-based user accounts to be created for staff with various administration access				
1.43 The system shall allow for rules-based restrictions of what applicants can see within the application portal. Example:				
1.43.1 The system shall allow applicants to view all scores achieved within their account				
1.44 The system shall allow for password security with the ability to change passwords within the portal				

Requirements	Yes	Future Release Version / Date	Customization / Modification Required	Further Info Provided by Contractor
1.45 The system shall allow for all fields to be searchable within the application				
1.46 The system shall allow for rules-based Reports to be generated from all fields within the system. Example:				
1.46.1 The system shall allow for staff performance Reports to be generated				
1.46.2 The system shall allow for the number of attempts by Bar Exam Pass/Fail Status Reports to be generated.				
1.46.3 The system shall allow for Bar Exam Pass Fail Status by Law School Reports to be generated				
1.46.4 The system shall allow for Bar Exam Pass Fail Status by ABA or Non-ABA Law School Reports to be generated				
1.46.5 The system shall allow for Certifications by application type by month Reports to be generated				
1.46.6 The system shall allow for UBE score transfers by bar exam jurisdiction Reports to be generated				
1.47 The system shall allow for document storage				
1.48 The system shall allow for record retention				
1.49 The system shall allow for rules-based purging of unsubmitted applications				
1.50 The system shall allow for rules-based timeframes that allow applicants to retrieve copies of the applications				
1.51 The system shall allow for rules-based timeframes that prevent applicants from making any changes to the application				
1.52 The system shall allow for rules-based submission of updates or amendments to the application that do not overwrite the originally submitted application. Example:				
1.52.1 The system shall allow for applicants to update contact information				

Requirements	Yes	Future Release Version / Date	Customization / Modification Required	Further Info Provided by Contractor
1.52.2 The system shall allow for applicants to correct information				
1.53 The system shall allow for staff to link unauthorized practice of law violations to existing applicants				
1.54 The system shall allow for staff to enter the names of people with unauthorized practice of law violations who are not existing applicants				
1.55 The system shall allow for the tracking of all unauthorized practice of law violations				
1.55.1 The system shall allow for the uploading of documents on all unauthorized practice of law violations				
1.55.2 The system shall allow for rules-based generation and storage of documents/letters within the unauthorized practice of law violations				
1.55.3 The system shall allow for investigations of all unauthorized practice of law violations				
1.55.4 The system shall allow for rules-based resolution of all unauthorized practice of law violations				
1.56 The system shall allow for rules-based migration of data				
1.56.1 The system shall allow for rules-based migration of data related to open and close BAR applications from the DC Bar to the new system				
1.56.2 The system shall allow for rules-based migration of data from an Apex application (BATS) to the new system				
1.57 The system shall allow for data to be consumed from third party vendors using APIs / Web Services				
1.58 The system shall allow for documents to be consumed from third party vendors using APIs / Web Services				
1.59 The system shall allow for photo identification of all applicants to be associated with each application				
1.60 Security & Privacy				
1.60.1 The system shall provide for integrated				

Requirements	Yes	Future Release Version / Date	Customization / Modification Required	Further Info Provided by Contractor
security with end-user established levels of functionality and viewing based on roles and responsibility levels.				
1.60.2 The system shall provide for the ability to seal PII at application level or individually.				
1.60.3 The system shall provide for the ability to view application / applicant history and date and time of applicant activity and movement (prospective contractors shall provide a list of fields maintained).				
1.60.4 The system shall provide for the ability to create user profiles that control access to application and underlying tables.				
1.60.5 The system shall provide for the ability to provide application level multi factor password authentication.				
1.60.6 The system shall provide for the ability to view security access log.				
1.60.7 The system shall provide for the ability to record the user id of a person performing transactions.				
1.60.8 The system shall provide for the ability to keep audit trails of changes to the database.				
1.60.9 The system shall provide an administrative user the ability to view audit trails.				
1.60.10 Internet Web and Mobile Features				
1.60.11 The system shall provide the ability to specify any downtime that might restrict applicant access.				
1.60.12 The system shall provide the ability to provide easily navigable integrated "help-screens" (including coded fields).				
1.60.13 The system shall provide the ability to integrate with the Court e-mail processing system.				
1.60.14 The system shall have the ability to provide content and allow users to provide input for				

Requirements	Yes	Future Release Version / Date	Customization / Modification Required	Further Info Provided by Contractor
Microsoft Internet Explorer, Google Chrome, and Mozilla Firefox.				
1.60.15 Administrative Mode				
1.61 The system shall provide for print management.				
1.61.1 The system shall provide the ability to support network printing.				
1.61.1.1 The system shall provide the ability to support automatic/scheduled printing of reports.				
1.61.1.2 The system shall provide the ability to view the log of application errors.				
1.61.2 Testing				
1.62 After installation, the contractor shall perform tests to make sure that the system is performing in accordance with the requirements of this RFP.				
1.62.1 Training				
1.63 The contractor shall provide on-site training for the end users in the Admissions Office and IT division staff identified by the assigned D.C. Courts' project manager.				
1.63.1 The contractor shall coordinate training with the D.C. Courts' project manager.				
1.63.2 The training shall include written training materials concerning the use and troubleshooting of the BAR Admissions Management System.				
1.63.3 Documentation / Escrow				
1.64 The contractor shall keep the BAR Admissions Management System source code in escrow in the event the contractor goes out of business or otherwise cannot support the product.				
1.64.1 The contractor shall provide a "User's Guide" in both paper and unrestricted PDF format.				
1.64.2 The contractor shall provide an "Administrator's Guide" in both paper and unrestricted PDF format.				
1.64.3 The contractor shall provide a data dictionary				

Requirements	Yes	Future Release Version / Date	Customization / Modification Required	Further Info Provided by Contractor
with data fields with descriptions and functional usage comments.				
1.64.4 The contractor shall provide an entity relationship diagram (ERD) in both paper and unrestricted PDF format.				
The contractor shall provide a data flow dictionary (DFD). The contractor shall provide documentation for the system including installation and configuration scripts for the system and all interfaces in both paper and unrestricted PDF format.				
1.64.5 The contractor shall provide and update release notes for all system updates.				

C.4 **PROJECT MANAGEMENT APPROACH AND DELIVERABLES.**

- C.4.1 The Contractor shall develop a “**BAR Admissions Management System Project Plan**” for **BAR Admissions Management System** implementation. The following components of the **BAR Admissions Management System Project Plan** shall be submitted to the Courts within two (2) weeks of the date of contract award:
- C.4.1.1 **Validation of Requirements.** The Contractor shall review, verify and validate the Courts’ requirements for the **BAR Admissions Management System**.
- C.4.1.2 **Communications Plan.** The Communications Plan shall describe the methods of communication, the timing, and the target audience concerning the contributions, commitments, and challenges for the project.
- C.4.1.3 **Installation and Configuration.** The Contractor shall install and configure the **BAR Admissions Management System** for system testing and User Acceptance Testing.
- C.4.1.4 **System Testing Plan.** The System Testing Plan shall describe the methods for carrying out testing of the **BAR Admissions Management System** throughout implementation. The System Testing Plan shall include the methodology for sharing the Contractor’s system test results.
- C.4.1.5 **Change Management Plan.** The Change Management Plan shall describe a change procedure that shall be used in situations where a change occurs to the project as defined in this Statement of Work.
- C.4.1.6 **Risk Management Plan.** The Risk Management Plan shall define risks and mitigation strategies.
- C.4.2 The following additional components of the **BAR Admissions Management System Project Plan** shall be submitted to the Courts within two months of the date of contract award:
- C.4.2.1 **Legacy Data Migration Plan.** The Legacy Data Migration Plan shall identify the methodology for converting legacy data. Additionally, the Legacy Data Migration Plan shall describe the implementation strategy for a final cutover from the legacy mainframe system to the new **BAR Admissions Management System** production mode.
- C.4.2.1.1 The Legacy Data Migration Plan shall include quality assurance testing by the Contractor to verify the accuracy of the legacy data migration.
- C.4.2.2 **Training Plan.** The Training Plan shall describe a plan for providing on-site

training for the end users in the Admissions Office and IT Division staff in the use and support of the **BAR Admissions Management System** selected. The Training Plan shall include written training materials and user manuals.

C.4.2.3. **BAR Admissions Management System Final Acceptance Testing Plan and System Testing.** The contractor shall develop a BAR Admissions Management System Final Acceptance Testing Plan for testing of all requirements specified in the contract. The Court's IT representative will use the Testing Plan to test the system.

C.4.2.4. **User Acceptance Testing.** The Courts' end user and IT representatives will test and verify each functional requirement and accept the system for a Go-live decision. The Contractor's representative shall be present during each testing iteration to document any software issues and provide software fixes as required.

C.4.2.5 **BAR Admissions Management System Go-Live and Post Go-live Support.** Once the Courts approves the system go-live, the Contractor shall schedule the go-live and execute the final data conversion script to make the system available for use. The Contractor shall monitor the system for 15 days after the go-live and provide software fixes as required by the Courts.

C.5 **WARRANTY**

The Contractor shall provide support for the **BAR Admissions Management System** for a period of three hundred and sixty-five (365) days beyond final acceptance under section E.1. and shall fix the software defects defined below under warranty.

- a. A reproducible software defect that is critical in nature, i.e., makes critical features of the system unusable. "Reproducible" means consistently repeatable by following the same steps each time.
- b. A reproducible defect in the software that causes the application not to function properly as described in section C.3.

C.6 **ESCROW**

The Contractor 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 Contractor 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 Contractor 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 Contractor going out of business or no longer supporting the software being licensed or filing for bankruptcy or protection from creditors, the Contractor shall provide appropriate source code, data access, and environment access to the Courts. The same applies if the Contractor 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.

PART 1

SECTION D - PACKAGING AND MARKING

This section is not applicable to this solicitation.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION OF SERVICES

E.1.1 **DEFINITIONS:** "Services," as used in this 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 testing must be performed by the Contractor before the Court's acceptance of the BAR Admissions Management System and at the price provided in the contract. No additional costs for making corrections to meet the requirements found deficient during testing shall be allowed.

E.1.5 **Operational Testing and Final Acceptance:** Subsequent to completion of the testing required herein, all software shall undergo an operational testing period prior to final acceptance. The Court shall accept the BAR Admissions Management System after it is fully operational without any material non-conformities with the specifications in any of the Deliverables for a continuous 60 days.

SECTION F - DELIVERIES AND PERFORMANCE

F.1 Term of Contract.

F.1.1 The term of the contract shall be one (1) year from the date of award. The date of award shall be the date the Contracting Officer signs the contract document.

F.1.2 Commencement of Work.

The Contractor shall commence work on the contract award date or upon receipt of a notice to proceed by the Contracting Officer.

F.2 Deliverables.

All Deliverables shall be in a form and manner acceptable to the District of Columbia Courts. The Contractor shall complete the tasks and provide to the Contracting Officer Technical Representative (COTR) the deliverables specified in the Contractor's Statement of Work.

SECTION 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.1.1.1 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.1.1.2 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@fiscal.treasury.gov or by phone (866) 973-3131.
- G.1.1.3 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.1.1.4 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.1.1.5 The Contracting Officer's Technical Representative (COTR) shall review each electronic invoice for certification of receipt of satisfactory services prior to authorization of payment.

G.1.2 Final Invoice

- G.1.2.1 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.1.2.2 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.1.2.3 In addition, the Contractor shall complete Appendix J.8 – District of Columbia Courts Release of Claims form and submit to the Contracting Officer.

G.1.3 Tax Exempt

- G.1.3.1 The Courts is exempt from taxation pursuant to D.C. Code 47-2005(1).

G.1.4 Prompt Payment Act

- G.1.4.1 The Courts will pay interest (late charge) on each electronically received and approved invoice pursuant to the Prompt Payment Act, 31 U.S.C. 3901 et seq.

G.1.5 Payment

- G.1.5.1 Payment to the Contractor for services satisfactorily performed shall be made by the Courts once the Contractor's certified invoice has been approved by the Contracting Officer's Technical Representative (COTR), or in the case of a dispute, subject to final determination by the Contracting Officer.

G.1.6 Contracting Officer (CO)

- G.1.6.1 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 (CO)
Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 622
Washington, D.C. 20001

G.1.7 Authorized Changes by the Contracting Officer.

G.1.7.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.

- a. 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.
- b. 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.1.8 Contracting Officer's Technical Representative (COTR) is:

Marie Robertson
Acting Chief Deputy Clerk
D.C. Court of Appeals
430 E Street, NW Room 209
Washington, DC 20001
Telephone Number: (202) 879-1717

G.1.8.1 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.1.8.2 The address and telephone number of the COTR is:

G.1.8.3 The COTR shall NOT have the authority to:

- a. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
- b. Grant deviations from or waive any of the terms and conditions of the contract;
- c. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
- d. Authorize the expenditure of funds by the Contractor;
- e. Change the period of performance; or
- f. Authorize the use of Courts property, except as specified under the contract.

G.1.9 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.1.10 Payment Milestones

G.1.10.1 The Offeror's firm fixed fee price proposal shall serve as the basis of payment milestones for this contract.

SECTION H - SPECIAL CONTRACTS REQUIREMENTS

H.1 **Other Contractors.**

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

H.2 **Disclosure of Information.**

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

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

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

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

H.3 **Rights in Data.**

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

H.3.2 The term "Technical Data" as used herein, means recorded information regardless of form or characteristic. It may, for example, document research, experimental, developmental work, or be used to define a design or process to produce, support, maintain, or update material or documentation. The data may be character,

graphic or pictorial delineation in media such as drawings or photographs, text, or related design or performance type documentation. Examples of technical data include research data, documentation drafts, lists, specifications, profiles, standards, process sheets, manuals, and technical reports.

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

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

PART II

SECTION I - CONTRACT CLAUSES

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

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

I.2 Restriction On Disclosure and Use of Data.

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

I.3 Ethics in Public Contracting.

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

I.4 Disputes.

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

I.5 Laws and Regulations.

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

I.6 Non-Discrimination.

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

I.7 Examination of Books and Records.

The Contracting Officer or any of the Contracting Officer's duly authorized representatives shall, until three years after final payment, have the right to

examine any directly pertinent books, documents, papers and record of the Contractor involving transactions related to the contract.

I.8 Record Keeping.

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

I.9 Subcontracts.

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

I.10 Protest.

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

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

I.10.2 A protest shall include the following:

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

I.10.2.2 solicitation or contract number;

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

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

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

I.11 Insurance.

- I.11.1 Prior to execution of the contract, the Contractor shall obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the insurance specified below with an insurance company licensed or qualified to do business with the District of Columbia Courts. **All insurance shall set forth the District of Columbia Courts as an additional insured. The policies of insurance shall provide for at least thirty (30) day written notice to the District of Columbia Courts prior to their termination or material alteration. The Contractor must submit to the Contracting Officer a certificate of insurance as evidence of compliance within ten (10) calendar days after request.**
- I.11.2 Comprehensive General Liability: Insurance against liability for bodily injury insurance coverage in the amount of at least five hundred thousand dollars (\$500,000) per occurrence.
- I.11.3 Workers' Compensation: The Contractor shall carry Workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this agreement and the Contractor agrees to comply at all times with the provisions of the Workers compensation laws of the District.
- I.11.4 Comprehensive Automobile Liability Insurance (applicable to owned, non-owned and hired vehicles): The Contractor shall carry comprehensive automobile liability insurance applicable to owned, non-owned, and hired vehicles against liability for bodily injury and property damage in an amount not less than that required by law of the District's Compulsory/No-Fault Vehicle Insurance Act of 1982, as amended.
- I.12 **Cancellation Ceiling.**
- I.12.1 In the event of cancellation of the contract because of non-appropriation for any fiscal year after fiscal year 2016, there shall be a cancellation ceiling of zero dollars representing reasonable preproduction and nonrecurring costs, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

PART III

LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

- J.1 General Provisions Applicable to D.C. Courts Contracts**
- J.2 Anti-Collusion Statement**
- J.3 Ethics in Public Contracting**
- J.4 Non-Discrimination**
- J.5 Certification of Eligibility**
- J.6 Tax Certification Affidavit**
- J.7 Certification Regarding a Drug-Free Workplace**
- J.8 District of Columbia Courts Release of Claims**
- J.9 Past Performance Evaluation Form**

PART IV

REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

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

is expected to be completed -

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

up to and including termination; or

(ii) Require such employee to satisfactorily participate in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

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

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

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

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

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

Print Name of Authorized
Representative

Title

Signature of Authorized
Representative

PART IV

REPRESENTATIONS AND INSTRUCTIONS

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

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

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

L.1.2 The offeror shall conspicuously mark on the outside of the proposal package the name and address of the offeror and the following:

Solicitation Number: DCSC-20-RFP-10

Caption: "BAR Admissions Management System"

Proposal Due Date & Time: Thursday, November 21, 2019, No later than 2:00 P.M.

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

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

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

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

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

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

L.1.4 Proposals shall be hand delivered or mailed 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.2 **Proposal Information and Format.**

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

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

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

Tab A Technical Capability
Tab B Approach to Meeting System Requirements
Tab C Product Implementation
Tab D Experience
Tab E Implementation Plan
Tab F Demonstration

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

Tab A Price Information - detailed price breakdown
Tab B Contractual Information – all completed/required forms

L.2.2.3 **Each offeror shall submit one completed copy of the RFP, one (1) original, an electronic copy of both Technical and Price Proposals; five (5) copies of the**

Technical Proposal, and five (5) separately bound copies of the Price Proposal. Each proposal shall be properly indexed and include all information requested in the RFP.

L.2.4 General Information.

L.2.4.1 Each Offeror must provide the following information in this section:

L.2.4.1.1 Whether the offeror is a corporation, joint venture, partnership (including type of partnership) or individual;

L.2.4.1.2 Ownership structure;

L.2.4.1.3 Ownership by foreign corporation with an interest exceeding five (5) percent.

L.2.4.1.4 Articles of incorporation, partnership or joint venture agreement;

L.2.4.1.5 **Copy of any current license, permit, registration or certification to transact business in the District of Columbia, if required by law to obtain such license, permit, registration or certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements;**

L.2.4.1.6 If the offeror is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements; and

L.2.4.1.7 Name, address, and current phone number of offeror's contact person.

L.2.5 Past Performance.

L.2.5.1 The information requested in this section shall facilitate the evaluation of the Offeror's past performance in delivering the Court's requirements as described herein.

L.2.5.2 The Offeror shall provide any information to substantiate the Offeror's past performance in completing the requirements of Section C. The Offeror shall provide the following information:

L.2.5.3 References: The name, address and contact person of three (3) references for which services of this nature have been provided in the past three (3) years.

L.2.5.4 **Past Performance Evaluation Form (Attachment J.10) will be used to query**

previous customers regarding Offerors past performance on contracts. Offerors shall assure that customers listed in the proposal complete and sign the Performance Evaluation Form and return them with the technical proposal submission. For each reference contacted, the contact person will be requested to confirm the Period of performance, dollar amount, Timeliness of Performance, Cost Control Business Relations and Customer Satisfaction.

L.2.5.5 Past performance information will be used for responsibility determination. The Court will focus on information that demonstrates quality of performance relative to the similarity of scope, magnitude and complexity to that detailed in the RFP.

L.2.5.6 The Court reserves the right to contact the owners of projects known to have been completed within the last three (3) years but not supplied as references, and the information received may be used in the evaluation of past performance.

L.2.6 **Disclosure.**

L.2.6.1 This section of the proposal shall include the disclosure information described below:

L.2.6.1.1 **Disclosure details of any legal action or litigation past or pending against the offeror;**

L.2.6.1.2 **A statement that the offeror knows of no conflict between its interests and those of the District of Columbia Courts; and further that the offeror knows of no facts or circumstances that might create the appearance of a conflict between its interests and those of the District of Columbia Courts; and**

L.2.6.1.3 Documentary evidence (e.g. certificates) that the offeror is authorized to conduct business in the District, and the offeror is current in its tax obligation to the District of Columbia.

L.2.7

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

L.3.1 Proposals shall be submitted no later than the date and time specified in the solicitation, Section L.2. Proposals, modifications to proposals, or requests for withdrawal that are received in the designated Courts office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- L.3.1.1 The proposal or modification was sent by registered or certified mail no later than the fifth (5th) calendar day before the date specified for receipt of offers;
- L.3.1.2 The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the Courts after receipt; or
- L.3.1.3 The proposal is the only proposal received.
- L.3.2 The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown in the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.
- L.3.3 A late proposal, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.
- L.3.4 A late modification of a successful proposal which makes its terms more favorable to the Courts shall be considered at any time it is received and may be accepted.
- L.3.5 A late proposal, late modification or late withdrawal of offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.
- L.4 **Questions.**
- L.4.1 Questions concerning this Request For Proposals must be directed by **e-mail** to:
- Darlene D. Reynolds, CPPB
Senior Contract Specialist
Procurement and Contracts Branch
Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 612
Washington, D.C. 20001
E-mail address: darlene.reynolds@dcsc.gov
Telephone: 202-879-2872
- L.4.2 For further information on submission of questions, please refer to section L.5 of

this RFP.

L.5 Explanation to Prospective Offerors.

L.5.1 Any prospective offeror desiring an explanation or interpretation of this solicitation must request it by email no later than Wednesday, November 13, 2019, by 2:00 p.m. Requests should be directed to the procurement contact person at the e-mail address listed in Section L.4.1. Any substantive information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment to the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.6 Changes to the RFP.

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

L.7 Contract Award.

L.7.1 The Courts intends to award a contract to the responsible offeror for the services required under this RFP to the offeror whose proposal is determined to be most advantageous to the Court, taking into consideration the evaluation factors set forth in Section M. In addition to the evaluation factors specified in Section M.1, a firm must meet the general responsibility criterion specified in section M.4 of this RFP to be considered for award.

L.7.2 The Courts may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a standpoint of price, technical, and other factors.

L.7.3 Final Proposal Revisions (FPRs).

The Courts may award a contract upon the basis of initial offers received, without discussions. Therefore, each initial offer shall contain the offeror's best terms from a cost and technical standpoint. However, if discussions are held with offerors, all offerors within the competitive range will be notified regarding the holding of discussions and will be provided an opportunity to submit written best and final offers at the designated date and time. If any modification is submitted, it must be received by the date and time specified and is subject to the "Late Submissions, Modifications and Withdrawals of Proposals" provisions of this solicitation. After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the Courts best interest to do so. If discussions

are reopened, the Contracting Officer shall issue an additional request for best and final offers to all offerors still within the competitive range.

L.8 Cancellation of Award.

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

L.9 Official Offer.

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

L.10 Certifications, Affidavits and Other Submissions.

L.10.1 Offerors shall complete and return with their proposal the Representations and Certifications (Section A and Attachment J.2 - Anti-Collusion Statement, Attachment J.4 - Non-Discrimination, J.5 - Certification of Eligibility, J.6 - Tax Certification Affidavit and J.7 - Certification of a Drug-Free Workplace).

L.11 Retention of Proposals.

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

L.12 Public Disclosure under FOIA.

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

L.13 **Examination of Solicitation.**

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

L.14 **Acknowledgment of Amendments.**

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

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

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

L.16 **Proposal Preparation Costs.**

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

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

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

L.17.2 If the offeror's proposal includes services provided by others, the offeror will be required to act as the prime Contractor for all such items and must assume full responsibility for the procurement, delivery and quality of such services. The Contractor will be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of this RFP.

L.18 **Contract Type.**

L.18.1 This is a firm-fixed price contract.

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

L.19.1 In the event that a prospective offeror does not submit an offer in response to the solicitation, the prospective offeror should advise the Contracting Officer by letter

or postcard whether the prospective offeror wants any future solicitations for similar requirements. If the prospective offeror does not submit an offer for three successive offer openings and does not notify the Contracting Officer that future solicitations are desired, the prospective offeror's name may be removed from applicable mailing list.

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

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

L.21 **Errors in Offers.**

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

L.22 **Authorized Negotiators.**

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

L.23 **Acceptance Period.**

The Offeror agrees, 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 is a Final Proposal Revision (FPR) and accepted within one hundred twenty (120) days from the date specified for submission thereof to furnish services at the price

stated in the Price proposal, delivered or performed at the designated place within the time specified in this solicitation.

L.24

Oral Presentations.

Although the Court may award this contract without discussions, at its discretion, the Court may choose to invite Offerors determined to be in the competitive range to give a demonstration of their product. Should the Court choose to entertain demonstrations, the offerors determined to be in the competitive range shall be informed of the Court's intention. If demonstrations are requested, the invited presenters shall be asked to provide a one-hour demonstration of their product. The Court shall reserve up to a half hour for questions and answers after each demonstration.

L.25

Pre-Proposal Conference.

A pre-proposal conference will be held at 10:00 a.m. on Thursday, November 14, 2019 at 2:00 pm to 4:00 p.m. located at the Office of Contracts and Procurement, 6th Floor, Suite 622, 616 H Street, N.W., Washington, D.C. 20001. All interested persons/firms should plan to attend.

PART V

SECTION M - EVALUATION FACTORS

M.1 Evaluation for Award.

All responses will be evaluated and ranked by the Court utilizing the Evaluation Criteria under Section M.2. A contract will be awarded to the responsible offeror whose offer is the lowest price and is technically acceptable based upon the evaluation criteria specified below and any interview/demonstration. Discussions may be conducted with the offerors determined to be in the competitive range. The Court reserves the right to reject any or all proposals determined to be inadequate or unacceptable. The Court may award a contract upon the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a price and technical standpoint.

M.2 Evaluation Criteria.

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

ITEM NO.	PROPOSAL SECTION	EVALUATION CRITERIA	POINTS
M.2.1	Tab A	Technical Capability: Sound, logical and reasonable approach to implementation, based on industry best practices, specifically ISO-9000 or SEI CMM Level 3 standards, compliant with the D.C. Court's SELC, taking full advantage of the available tools. Approach minimizes risk.	15
M.2.2	Tab B	Approach to meeting BAR Admissions Management System Requirements: The maximum number of baseline functional requirements are already met by the product, and customization, rather than modification is required to meet the balance of requirements; the product shall be able to support all customization while still accepting standard upgrades in later product releases.	20
M.2.3	Tab C	Product implementation: The product has been implemented by the proposed team in at least three court systems of comparable size and complexity to the D.C. Courts, and has been in full operation for a minimum of six months, with successful risk mitigation, minimal problems, successful problem resolution and delivery of each phase of the implementation and integration on time and within budget within a narrative summary.	20
M.2.4	Tab D	Experience: The Corporate Team has the experience, staff, resources, and organizational stability to support the BAR	10

		Admissions Management System project over its lifecycle.	
M.2.5	Tab E	Implementation Plan: The Offeror provides a comprehensive plan for the implementation of the BAR Admissions Management System, with a well-defined plan, schedule and deliverables such that project management and progress tracking shall be effective, problems shall be identified quickly and addressed effectively, risk is mitigated, quality management is practiced and the project is evaluated on an ongoing basis using clearly defined, quantitative means, in accordance with <i>Capability Maturity Model (CMM) Level 3</i> as defined by the Carnegie Mellon University at the following web address: http://www.sei.cmu.edu/index.cfm .	15
M.2.6	Tab F	Demonstration of the Product	20

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.3.1.1 Financial resources adequate to perform the contract, or the ability to obtain them;

M.3.1.2 Ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;

M.3.1.3 A satisfactory record of performance;

M.3.1.4 The necessary organization, experience, accounting and operational control, and technical skills, or the ability to obtain them;

M.3.1.5 Compliance with the applicable District licensing, tax laws, and regulations;

M.3.1.6 The necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and

M.3.1.7 Other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

M.3.2 The Courts reserves the right to request from a prospective contractor information necessary to determine the prospective contractor's responsibility. Information is to be submitted upon the request of the Courts within the time specified in the

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