

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

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

DATE ISSUED: Aug. 21, 2023

OPENING DATE: _____

OPENING TIME: _____

SOLICITATION NUMBER: DCSC-23-RFP-163

CLOSING DATE: Sept. 8, 2023

CLOSING TIME: 11:00am EST

OFFER/BID FOR: Legal Case and Document Management System

MARKET TYPE: OPEN

SOLICITATION TYPE: RFP

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A.1 OFFER (TO BE COMPLETED BY OFFEROR) Note: In sealed bidding, the terms Offer/Offeror mean Bid/Bidder.

The undersigned offers and agrees that, with respect to all terms and conditions accepted by the Courts under Section A.2 AWARD below, this Offer and the provisions of this Solicitation will constitute a Binding Contract.

<p style="text-align: center;">OFFEROR</p> <p>Name:</p> <p>Website:</p> <p>Street Address:</p> <p>City, State:</p> <p>Zip Code:</p> <p>Area Code &</p> <p>Telephone Number:</p>	<p>Name and title of Person Authorized to Sign Offer: (Type or Print)</p> <table style="width: 100%;"> <tr> <td style="width: 70%;">Signature</td> <td style="width: 30%;">Date:</td> </tr> <tr> <td style="text-align: center;">(Seal)</td> <td></td> </tr> </table> <p>Impress Corporate Seal</p> <p>Corporate (Secretary) _____ (Seal) _____ (Attest)</p>	Signature	Date:	(Seal)	
Signature	Date:				
(Seal)					

A.2 AWARD (TO BE COMPLETED BY THE DISTRICT OF COLUMBIA COURTS)

Contract No.:	Award Amount:	\$
Contract Period:	Award Date:	
Accepted as to the following items:		
FOR THE DISTRICT OF COLUMBIA COURTS:	By <u>CONTRACTING OFFICER</u>	
	Name: _____	

A.3 REQUIRED SUPPLIES OR SERVICES

The District of Columbia Courts, on behalf of the Office of the General Counsel, seeks a qualified vendor to provide a cloud-hosted, highly configurable commercial-off-the-shelf (“COTS”) Legal Case and Document Management System, including necessary software, licenses, and warranties, as specified in Section C (Description/Specifications/Work Statement). Required services include installation, implementation, post-implementation support, end user training, maintenance, and end user support.

PLEASE NOTE: A COURT CASE MANAGEMENT SYSTEM IS NOT WITHIN THE SCOPE OF THIS CONTRACT.

A.4 OPEN MARKET

This solicitation is issued on an unrestricted / open market basis.

A.5 CONTRACT AWARD

The Courts anticipates the award of a single fixed priced contract with a base year and 4 option years to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Courts, considering price and other evaluation factors. See Sections L and M. The anticipated award date is September 29, 2023.

A.6 SAM REGISTRATION

In order to receive a contract award, **the prospective contractor/ offeror must be registered through the Federal System For Award Management (SAM) at <https://www.sam.gov>**. SAM.gov is an official U.S. government website. There is no cost to use SAM. You can use SAM.gov for FREE to:

- Register to do business with the U.S. government.
- Update or renew your entity registration.
- Check status of an entity registration.
- Search for entity registration and exclusion records.

A.7 COMMUNICATIONS AND QUESTIONS FROM OFFERORS

All written communications regarding this solicitation should be submitted by email to Maribel Torres, Senior Contract Specialist, at maribel.torres@dccsystem.gov. See Section L.4.

Questions from prospective contractors/offerors **must be submitted no later than 11:00 a.m. EST on August 28, 2023**. The Courts will not consider any questions received after that time.

No pre-proposal conference is planned.

A.8 SOLICITATION AMENDMENTS

The Courts will post all amendments, addenda, and responses to offeror questions on the D.C. Courts website <https://www.dccourts.gov/about/procurement-contracts-branch>. Oral explanations or instructions given by Courts officials or staff before the award of the contract will not be binding.

NOTE: Offeror may acknowledge amendments and addenda in the table below or on the addendum, or both. See Section L.6.

Table A.8**OFFEROR HEREBY ACKNOWLEDGES RECEIPT OF SOLICITATION
AMENDMENTS OR ADDENDA ON THE FOLLOWING DATES:**

Amendment No.	Signature	Date	Amendment No.	Signature	Date

QUESTIONS MUST BE SUBMITTED NO LATER THAN 11:00 A.M. EST ON MONDAY AUGUST 28, 2023. The Courts will not consider any questions received after that time. The Courts will furnish responses promptly to all Offerors. **Written questions and inquiries should be submitted by email to** Maribel Torres, Senior Contract Specialist at maribel.torres@dccsystem.gov.

The Courts will post all amendments and responses to offerors questions in the DC Courts Website at <https://www.dccourts.gov/about/procurement-contracts-branch> under Solicitations. Oral explanations or instructions given by Courts Officials before the award of the contract will not be binding.

Proposal Submission and Identification. (See section L for more information)

Proposals shall be submitted **BY EMAIL** to Maribel Torres, Senior Contract Specialist at maribel.torres@dccsystem.gov no later than 11:00 a.m. EST, Friday, September 8, 2023.

END OF SECTION A

PART I**SECTION B - PRICE/COST FOR SUPPLIES OR SERVICES**

OFFERORS MUST FOLLOW THE INSTRUCTIONS AT SECTION L (INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS) TO COMPLETE THE PRICE/COST SCHEDULE, WHICH SHALL BECOME A PART OF THE AWARDED CONTRACT. THE CONTRACT TERM IS A BASE YEAR WITH FOUR OPTION YEARS, SUBJECT TO AVAILABLE FUNDS.

PRICE/COST SCHEDULE (6 Software Licenses for the base year and the Courts may require up to 10 (ten) software licenses in future option years, see section C.3)

BASE YEAR			
CLIN No.	Description	Unit Price	Total Price
0001	Software Licenses, Documentation, & Warranties	\$	\$
0002	System Installation, Implementation, & Post-Implementation Support	\$	\$
0003	End User Training	\$	\$
0004	Maintenance & End User Support	\$	\$
Total Price			\$
OPTION YEAR 1			
CLIN No.	Description	Unit Price	Total Price
1001	Software Licenses, Documentation, & Warranties	\$	\$
1002	Maintenance & End User Support	\$	\$
Total Price			\$
OPTION YEAR 2			
CLIN No.	Description	Unit Price	Total Price
2001	Software Licenses, Documentation, & Warranties	\$	\$
2002	Maintenance & End User Support	\$	\$
Total Price			\$
OPTION YEAR 3			
CLIN No.	Description	Unit Price	Total Price
3001	Software Licenses, Documentation, & Warranties	\$	\$
3002	Maintenance & End User Support	\$	\$
Total Price			\$
OPTION YEAR 4			
CLIN No.	Description	Unit Price	Total Price
4001	Software Licenses, Documentation, & Warranties	\$	\$
4002	Maintenance & End User Support	\$	\$
Total Price			\$
TOTAL PRICE ALL PERIODS			\$

END OF SECTION B

SECTION C – DESCRIPTION / SPECIFICATIONS / WORK STATEMENT

C.1 Scope of Work

The Contractor must provide a cloud-hosted, highly configurable commercial-off-the-shelf (“COTS”) Legal Case and Document Management System, including necessary software, licenses, and warranties (“System”). The Contractor must also install and implement the System, and provide post-installation support, end user training, and a service level agreement (SLA) to include high quality maintenance and end user support.

PLEASE NOTE: A COURT CASE MANAGEMENT SYSTEM IS NOT WITHIN THE SCOPE OF THIS CONTRACT.

C.2 Overview of District of Columbia Court System (DCCS)

The District of Columbia Courts (“D.C. Courts” or “Courts”) is the judicial branch of the District of Columbia and comprises three entities: the District of Columbia Court of Appeals, the Superior Court of the District of Columbia, and the Court System (“DCCS”), which includes the Executive Office and administrative offices that support both courts. The D.C. Courts is a fully unified large urban court system with over 95 judicial officers and approximately 1,200 court employees. The D.C. Courts is unique compared to other courts throughout the country. As Washington, D.C. is a city that also functions as a state, the D.C. Courts provide city and state-level services. The Courts are also unique in that they receive funding directly from the Federal government.

DCCS provides business support services, including but not limited to capital projects, budget and finance, administrative services, human resources, training, planning, research and development, court reporting, information technology, and legal counsel through the Office of the General Counsel.

C.3 The Office of the General Counsel (OGC)

OGC performs a broad spectrum of advisory legal functions concerning matters affecting the administration of the D.C. Courts, including analysis of pending legislation, drafting proposed legislation, contract and inter-agency agreement review, legal research, and policy interpretation. OGC assists trial counsel in the preparation of materials and advises on legal proceedings involving the Courts or matters in which the Courts have an interest. OGC is also charged with protecting the statutorily confidential records of the D.C. Courts from improper and unnecessary disclosure. OGC staff serve as legal advisors to the Superior Court Rules Committee, its various rules advisory committees, and the Board of Judges on all matters concerning revision of the Superior Court’s procedural rules. OGC staff also support the Court of Appeals Rules Committees. OGC attorneys serve, as assigned by the management of the D.C. Courts, on a number of other committees in a legal advisory capacity. The General Counsel also serves as the D.C. Courts’ Ethics Officer and chairs the Legal Advisory Council, which promotes the exchange of legal research and information among attorneys providing legal advisory, operational, and policy support within the Courts.

OGC is comprised of six (6) staff members: the General Counsel, three Associate General Counsels, a Paralegal Specialist, and an Administrative Assistant. All six staff members require software licenses, access to the System, user training, and user support. The Courts may require up to 10 (ten) software licenses in future option years.

C.4 Objectives

OGC seeks to modernize its operations and gain business process efficiencies, while maintaining the Courts commitment to efficient and effective use of its financial, information technology, and human capital. OGC's objectives are that the System achieve the following:

- (a) Provide electronic law practice management functionality to support business needs.
- (b) Satisfy core document and case management requirements with minimal customization.
- (c) Automate manual processes using information technology to the maximum extent possible to improve workflow.
- (d) Promote document version control with highly secure, accurate, and reliable recordkeeping.
- (e) Enhance case tracking and reporting capabilities.
- (f) Organize files and documents and reduce redundancy.
- (g) Interface with widely used office applications to promote efficiency.
- (h) Promote intuitive, user friendly, and accessible technology with easy user navigation and a modern look and quality.

C.5 Minimum Technical Requirements

The System must provide or meet the following minimum requirements:

- (a) Web-based solution compatible with the latest versions of Microsoft Edge, Chrome, Firefox, and Safari.
- (b) Compatible with Citrix Virtual Desktop Infrastructure (VDI).
- (c) Streamlined, real time matter intake, opening, closure, and matter type tracking.
- (d) Litigation hold tracking with electronic reminders and ability to confirm receipt, e-sign, and record recipient response.
- (e) Centralized database, native document management, and searchable repository for sensitive legal files.
- (f) ShareFile, including securely sharing confidential legal files.
- (g) Real time user response rate for searching, accessing, saving, and uploading and downloading files, including large files.
- (h) Multiple or unlimited number of document profile fields and categories, including case notes field(s).
- (i) Multiuser access with variable access and document rights and version control, e.g., view only, create new version, edit current version, delete, etc.
- (j) Near real time response rate for generating reports.
- (k) Disaster Recovery.

- (l) Security features to prevent the Contractor, including contractor and subcontractor staff, from accessing, copying, or downloading sensitive and confidential files, documents, records, and other information and materials, including document profiles.
- (m) Section 508 compliant (29 U.S.C. §794d).
- (n) FedRAMP compliant.

C.6 User Needs

The System must include the following capabilities:

- (a) Assign matters, tasks, and documents to one or more users.
- (b) Track matter history and outside counsel, clients, and contact information.
- (c) Search by document profile and by full text, including MS Word, Excel, PDF, HTML, and other file types.
- (d) Capture email, documents, attachments, transcripts, video or audio recordings (including voicemail) and other file types.
- (e) View and print file directly within the System.
- (f) Open files in native application.
- (g) Save multiple document versions.
- (h) Generate, format, print and export reports, including to MS Excel and Word format.
- (i) Assign one or more security profiles to files such as confidential, privileged, or attorney work product, and limit user access accordingly.
- (j) Track document history.
- (k) Version control.
- (l) Create user templates and pre-populated profiles for recurring case or file types.
- (m) Generate template document.
- (n) Built-in system help functions.

C.7. Interfacing

The System must interface with the following applications:

- (a) MS Word and Excel.
- (b) MS Outlook for matter files, including MS Outlook add-in (Click-button) option to save emails, attachments, and contact information.
- (c) MS Outlook Calendar, including alerts, deadlines, and reminder to one or more users.
- (d) Adobe Acrobat Pro DC.
- (e) Citrix ShareFile.

C.8 DCCS Enterprise IT Environment

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

Type	Current Environment, Software, and Hardware
Data Center Server / Storage Platforms	HP C7000 blade servers (and newer), NetApp storage (NAS and SAN) Cluster Data ONTAP version 9.1 (and newer) storage
Operating Systems	Windows 2016 Standard and Data Center Edition Client – Windows 10
End User Platforms	Dell Workstations, peripherals
Client Operating System	MS Windows 10 (and newer)
Cloud Platform	Microsoft Azure FedRAMP Government
Network Equipment	TCP/IP, CISCO routers and switches
Internet Browsers	MS Edge version 105 (and newer), Chrome version 105 (and newer), Firefox version 105, and iOS version 15.6 (and newer)
Authentication	Active Directory Federation Services
Development Environment	J2EE, Oracle Apex, MS Power Apps
Databases	Oracle 12c, MS-SQL 2008, 2012, Azure SQL Managed Instances
Data Warehousing and Business Intelligence	Oracle OBIEE 11g, 12c, Oracle ODI 12c
Application Server	Oracle SOA 12c, Oracle Web Logic
Project Lifecycle Management	IBM Rational DOORS, ClearCase, ClearQuest, and Functional Tester
Security	Network Access Control, CISCO Next Generation Firewall
Load balancer	Citrix NetScaler VPX version 11 (and newer)
Mobile devices	Dell, Apple, and other laptops/tablets; Apple and Android phones
MS Office	MS Word 2016 (and newer)

C.9 Security Requirements

The Contractor's software and system must meet all of the following requirements:

(a)	Comply with NIST-800-53 security controls. A FedRAMP Moderate Cloud Service Provider is preferred.
(b)	Require user authentication using single sign on with MS Active Directory.
(c)	Support of the configuration of rules for user passwords including frequency of changes, length, character requirements, etc.
(d)	Lock user accounts after a defined number of failed password attempts.
(e)	Secure user information through password encryption.
(f)	Allow the assignment of roles and permissions to users and groups of users.
(g)	Assign users and user groups permissions to access confidential data and documents.
(h)	Allow users to be assigned to multiple roles and resolve access to data

	accordingly.
(i)	Define permission levels for access to all system components
(j)	Assign confidentiality to case data and documents.
(k)	Prohibit reports containing full social security numbers to be generated without being masked.
(l)	Encrypt all data at rest and in transit.
(m)	Ensure system has MFA (Multi-Factor Authentication) enabled.

C.10 Required Services

- (a) Project Manager. The Contractor must assign a Project Manager responsible for the successful delivery, installation, and implementation of the System. The Project Manager must maintain regular communication and contact with the Contracting Officer's Technical Representative ("COTR" see Section G.8) throughout the entire process, including post-implementation support and training. The Project Manager and all contractor resources must understand OGC's objectives (see Section C.4) and be experienced in installing and implementing legal case and document management systems.
- (b) Kickoff Meeting. The Contractor must conduct a project initiation/kick-off meeting with the COTR and OGC staff to understand OGC's objectives and expectations for the System and to outline the steps and deliverables.
- (c) DCCS IT Division. The Contractor must cooperate fully with the Courts' Information Technology ("IT") Division throughout the System implementation process, installation, maintenance, and user support for the term of contract, including option years. The IT Division is responsible for all aspects of business process automation, information systems management, network operations, security auditing, as well as desktop and peripheral support.
- (d) Post-Implementation Support and Training. The Contractor must provide five (5) consecutive days of on-site, post-implementation support, to include up to three (3) days of in-person, facilitated end-user training. A virtual training must be provided for new users. The Contractor must provide administrator training as necessary.
- (e) Maintenance and End User Support. The Contractor must provide a Service Level Agreement (SLA) to include high quality maintenance and end-user support following system implementation and throughout the duration of the contract term. This shall include, at minimum:
 - (i) Built-in system help functions;
 - (ii) Searchable knowledge base;
 - (iii) Telephone numbers, email contact information, and online chat features;
 - (iv) Tier 1 and Tier 2 end-user support, including for all in-scope

requirements, capabilities, modules, functionality, and services. This shall include a phone-based help desk Mondays through Saturdays from 8:00 AM to 6:00 PM Eastern Time.

- (v) Offerors may assume that the Courts IT Division may occasionally provide Tier 1 support to end-users.
- (vi) The Contractor must provide written documentation as necessary on releases, system updates, enhancements, software patches, and corrections to software bugs.

END OF SECTION C

SECTION D - PACKAGING AND MARKING

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SECTION E - INSPECTION AND ACCEPTANCE

E.1 Inspection of Services

- (a) Services as used in this clause includes all services provided under this Contract, including, but not limited to, project management, installation, implementation, on-site post-implementation support, on-site user training, end-user support, maintenance, and all other services performed under Section C (Description/Specifications/Work Statement).
- (b) The Contractor shall provide and maintain documentation of all services provided under this Contract. Complete records of all services performed by the Contractor shall be maintained and made available to the Courts during contract performance and for as long afterwards as the Contract requires.
- (c) The Courts have the right to review and test all services called for by the contract to the extent practicable during the term of the Contract. The Courts may perform reviews and system and integration tests in a manner that will not unduly delay the work.
- (d) If any services do not conform to the contract requirements, the Courts may require the Contractor to perform these services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by performance, the Courts may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect value of services performed.
- (e) If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity to contract requirements, the Courts may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by the Courts that is directly related to the performance of such services, or (2) terminate the Contract for default.

END OF SECTION E

SECTION F - DELIVERABLES AND PERFORMANCE

F.1 Term of Contract & Option Periods

The term of the Contract shall be twelve (12) months from date of award of the contract.

F.2 Option to Extend the Term of the Contract:

The Courts may extend the term of this contract for four (4), one (1) year periods, or a fraction, or multiple fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the Courts shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Courts to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the 30-day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

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

F.2.1 Additional Licenses

The Courts may require up to 10 (ten) software licenses in future option years at the unit price offered for that year.

F.2 Deliverables

All deliverables shall be in a form and manner acceptable to the Courts. The Contractor shall complete the tasks and provide to the Contracting Officer's Technical Representative (COTR, see Section G.8) the deliverables specified below within the designated and/or agreed upon time frames:

Table 3(a)

CLIN No.	Deliverable	Deadline (from date of award or notice to proceed)
0001	Software Licenses, Documentation, Warranties	14 calendar days
	Project Initiation / Kick-off Meeting	21 calendar days

0002	System Installation, Implementation, and Post-Implementation Support	TO BE SCHEDULED
0003	End User Training	
0004	Maintenance & End User Support	Upon complete and accurate delivery of post-implementation support and training.

END OF SECTION F

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 Payment/Invoices

- (a) 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.
- (b) All invoices and payment request must 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>.
- (c) 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.
- (d) 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:
 - (i) Name and address of the Contractor;
 - (ii) Purchase Order number;
 - (iii) Invoice date;
 - (iv) Invoice number;
 - (v) Name of the Contracting Officer Technical Representative (COTR);
 - (vi) COTR's email address; and
 - (vii) Description, quality, unit of measure, and extended price of the services or supplies actually rendered.
- (e) 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.
- (f) The COTR shall review each electronic invoice for certification of receipt of satisfactory services prior to authorization of payment.

G.2 Final Invoice

- (a) The Contractor must 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.
- (b) The Contractor must complete and submit the District of Columbia Courts Release of Claims form (Attachment J.3) as well as provide a copy of the final electronic invoice to the COTR.

G.3 Tax Exemption

The Courts are exempt from taxation pursuant to D.C. Code § 47-2005(1).

G.4 Prompt Payment Act

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

G.5 Payment

Payment to the Contractor for services satisfactorily performed shall be made by the Courts once the Contractor's certified invoice has been approved by the **COTR**, or in the case of a dispute, subject to final determination by the Contracting Officer. Payment shall be made according to the following schedule:

Table G.5

CLIN No.	Deliverable	Percent Payment	Comments
0001	Software Licenses, Documentation, Warranties	100%	Upon complete and accurate delivery of all software items.
0002	System Installation, Implementation, and Post-Implementation Support.	100%	Upon complete and accurate performance of services
0003	End User Training	100%	Upon complete and accurate delivery of End User Training.
0004	Maintenance & End User Support	25%	Quarterly payments for maintenance and end user support to begin upon complete and accurate performance of post-

			implementation support and training,
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G.6 Contracting Officer (CO)

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 name and contact information of the Contracting Officer is:

Darlene D. Reynolds
 Contracting Officer/Procurement and Contracts Branch Manager
 Administrative Services Division
 District of Columbia Courts
 700 6th Street NW, Suite 1250
 Washington, D.C. 20001

G.7 Authorized Changes by the Contracting Officer

- (a) The CO is the only person authorized to approve changes in any of the requirements of this contract.
- (b) 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.
- (c) In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

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

- (a) 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:
 - (i) 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;
 - (ii) Coordinating site entry for Contractor personnel, if applicable;
 - (iii) 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;

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

(b) The name and contact information of the COTR is:

Sherri Evans Harris, General Counsel
410 E Street, NW, Suite C-620
Washington, DC 20001
202-879-1627
officegeneralcounsel@dccsystem.gov

(c) The COTR shall **NOT** have the authority to:

- (i) Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments, or modifications;
- (ii) Grant deviations from or waive any of the terms and conditions of the contract;
- (iii) Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract;
- (iv) Authorize the expenditure of funds by the Contractor;
- (v) Change the period of performance; or
- (vi) Authorize the use of Courts property, except as specified under the contract.

(d) The Contractor shall 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.

END OF SECTION G

SECTION H - SPECIAL CONTRACTS REQUIREMENTS

H.1 Publicity

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

H.2 Disclosure of Information

- (a) 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.
- (b) 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.
- (c) Each officer 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.
- (d) 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 Contractor Project Staff

- (a) The Courts will conduct reference and background checks on the Contractor's project staff, including staff involved in the installation, implementation, and staff training.
- (b) Because of the sensitivity and confidentiality of OGC records, all contractor personnel must obtain a security clearance as designated by the Contracting Officer in accordance with DCCS security policies and procedures. The Courts will notify the Contractor of all such requirements as soon as practicable.
- (c) The Courts reserves the right to reject the Contractor's staff as a result of such reference and background checks.

H.4 Courts' Responsibilities

- (a) The Courts' staff will work with the Contractor to address any questions and concerns.
- (b) The Courts' staff will provide the necessary level of access to the Courts' systems.

END OF SECTION H

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 Contracts that Cross Fiscal Years

Continuation of this contract beyond the current fiscal year is contingent upon the future availability of appropriated funds.

I.3 Confidentiality of Information

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

I.4 Day and Time

Day means calendar days. Time means Eastern Standard Time (EST) and, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein. 24/7/365 means 24 hours, 7 days per week, 365 days per year.

I.5 Rights In Data

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

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

software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

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

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

(g) The restricted rights set forth in Section I(f) are of no effect unless:

- (i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. DCSC-23-RFP-163 with _____; and
(Insert Contractor's Name)

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the Courts' rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the Courts of liability with respect to such unmarked software.
- (h) In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the Courts a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the Courts under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the Courts under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the Courts any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- (i) Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the Courts' or the Contractor's rights in that subcontractor data or computer software which is required for the Courts.
- (j) For all computer software furnished to the Courts with the rights specified in Section I.5.5, the Contractor shall furnish to the Courts, a copy of the source code with such rights

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

- (k) The Contractor shall indemnify and save and hold harmless the Courts, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- (l) Nothing contained in this clause shall imply a license to the Courts under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the Courts under any patent.
- (m) Sections I(f) – I(h) and I(k) – (l) above are not applicable to material furnished to the Contractor by the Courts and incorporated in the work furnished under the Contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

I.6 Other Contractors

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

I.7 Subcontracts

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

I.8 Disputes

Any dispute arising under or out of this contract is subject to the provisions of Chapter 8 (Protests, Disputes and Claims) of the Procurement Guidelines of the District of

Columbia Courts, which is available at <https://www.dccourts.gov/about/procurement-contracts-branch>.

I.9 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.10 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.11 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.12 Insurance

- A. **GENERAL REQUIREMENTS.** The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer (CO) giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia Courts.

The District of Columbia Courts shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against the District of Columbia Courts relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without

limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be affected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.
2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile

liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia Courts.

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
5. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the District of Columbia Courts and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.
6. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$10,000,000 per occurrence and \$10,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All**

liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District of Columbia Courts and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the District of Columbia Courts.

C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia Courts, and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

D. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR’S LIABILITY UNDER THIS CONTRACT.**

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

F. MEASURE OF PAYMENT. The District of Columbia Courts shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

H. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

Darlene D. Reynolds
Contracting Officer/Procurement and Contracts Branch Manager
Administrative Services Division
District of Columbia Courts
700 6th Street NW, Suite 1250
Washington, D.C. 20001

The Contracting Officer may request, and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

- I. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District of Columbia Courts may disclose the name and contact information of its insurers to any third party which presents a claim against the District of Columbia for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.
- J. **CARRIER RATINGS.** All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the in the District of Columbia.

I.13 Order of Precedence Clause

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

Order of Precedence

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

- (1) Contract document.
- (2) DC Courts General Contract Provisions
- (3) Contract attachments other than the General Contract Provisions
- (4) RFP, as amended.
- (5) Revised Proposal/BAFO(s), if any, in reverse chronological order
- (6) Proposal

END OF SECTION I

PART III

SECTION J - LIST OF ATTACHMENTS / DOCUMENTS / EXHIBITS

- J.1 **General Provisions Applicable to D.C. Courts Contracts** (23 pages)
- J.2 **Past Performance Evaluation Form** (2 pages)

END OF SECTION J

SECTION K – REPRESENTATIONS AND CERTIFICATIONS

K.1 Walsh-Healy Act

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

(a) Regular Dealer

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

(b) Manufacturer

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

K.2 Buy American Certification

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

EXCLUDED END PRODUCTS

COUNTRY OR ORIGIN

K.3 Officers Not To Benefit Certification

Each Offeror shall check one of the following:

- ____(a) No person listed in Clause 21 of the District of Columbia Courts General Contract Provisions will benefit from this contract.
- ____(b) The following person(s) listed in Clause 21 of the District of Columbia Courts General Contract Provisions may benefit from this contract. For each person listed, attach the affidavit required by Clause 21 of the District of Columbia Courts General Contract Provisions.

K.4 Certification of Independent Price Determination

- (a) Each signature on the offer is considered to be a certification by the signatory that:
- (i) 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: (A) those prices; (B) the intention to submit an offer; or (C) the methods or factors used to calculate the prices offer;
 - (ii) 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
 - (iii) 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;
- (i) 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)(i) through (a)(iii) above; or
 - (ii) (A) 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)(i) through (a)(iii) 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);

- (B) As an authorized agent, does certify that the principals named in subdivision (b)(2)(1) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(i) through (a)(iii) above; and
- (C) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(i) through (a)(iii) above.
- (iii) If Offeror deletes or modifies subparagraph (a)(ii) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.5 Type of Business Organization

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

K.6 Payment Identification Number

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

Please list below applicable vendor information:

Federal Tax 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.

END OF SECTION K

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

The Courts intends to award a single, fixed priced contract with a base year and 4 option years to the responsible Offeror whose offer conforming to the solicitation will be **MOST ADVANTAGEOUS TO THE COURTS**, considering Price, Technical Approach, Experience, Past Performance and Customer Service, and related factors.

L.2 EMAIL PROPOSAL SUBMISSION AND DEADLINE

PROPOSALS MUST BE SUBMITTED BY EMAIL TO MARIBEL TORRES, SENIOR CONTRACT SPECIALIST, AT MARIBEL.TORRES@DCCSYSTEM.GOV NO LATER THAN 11 A.M. EST ON FRIDAY, SEPTEMBER 8, 2023.

The email subject line must state: PROPOSAL FOR DCSC-23-RFP-163

The text of the email must state the following:

Solicitation Number: DCSC-23-RFP-163

Caption: Legal Case & Document Management System

Proposal Due Date & Time: Friday, September 8, 2023, 11:00 a.m., EST

Name, Address, and Contact Person for the Offeror

Mailed, hand-delivered, telephonic, or faxed proposals will not be accepted.

L.3 LATE SUBMISSION, WITHDRAWAL, OR MODIFICATION OF PROPOSALS

(a) Late Submissions

Proposals, modifications to proposals, or requests for withdrawals that are received after the exact time specified above are deemed late and will only be considered if received before award is made and if the Contracting Officer (CO) determines the late receipt was caused by mishandling by the Courts or if the proposal is the only proposal received.

(b) Withdrawal or Modification of Proposals

Offerors may modify or withdraw their proposal by emailing Senior Contract Specialist Maribel Torres at maribel.torres@dcsc.gov no later than the closing date and time for receipt of proposals.

(c) Late Modifications

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

(d) Late Proposals

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

L.4 COMMUNICATIONS AND QUESTIONS FROM OFFERORS

Questions from Offeror relating to this solicitation, including requests for clarification or interpretation of any section of the RFP, must be emailed to Maribel Torres, Senior Contract Specialist, at maribel.torres@dccsystem.gov. The email subject line must state: SOLICITATION QUESTIONS FOR DCSC-23-RFP-163.

QUESTIONS MUST BE SUBMITTED NO LATER THAN 11:00 A.M. EST ON AUGUST 28, 2023. The Courts will not consider any questions received after that time. The Courts will furnish responses promptly to all Offerors.

No pre-proposal conference is planned.

NOTE: Oral explanations or instructions given by Courts officials or staff before the award of the contract will not be binding.

L.5 SOLICITATION AMENDMENTS

Solicitation amendments will be issued if the CO determines that information is necessary for submitting offers or that the lack thereof would be prejudicial to any prospective offeror.

The Courts will post all amendments and responses to offerors questions in the DC Courts Website at <https://www.dccourts.gov/about/procurement-contracts-branch>.

L.6 ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS

Offerors must acknowledge receipt of all solicitation amendments by either signing and returning the amendment itself or by identifying the amendment number and date and signing in the table at Section A.8 (Solicitation Amendments), or both. The Courts must receive the acknowledgment(s) by the date and time specified for receipt of proposals. An Offeror's failure to acknowledge an amendment may result in rejection of its offer.

L.7 INITIAL OFFERS

The Courts may award a contract on the basis of initial offers received, without conducting discussions. Therefore, initial offers should contain the Offeror's best terms from the standpoint of cost/price, technical, and other factors.

L.8 FAMILIARIZATION WITH CONDITIONS

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

L.9 PROPOSAL ERRORS AND OMISSIONS

Offerors are expected to closely review the solicitation, including Section C (Description /Specifications/Work Statement) and all RFP instructions and attachments. Material omissions or failure to follow instructions or to adequately address any requirement may result in the proposal being eliminated from consideration for award. The CO reserves the discretion to waive minor informalities or irregularities in proposals.

L.10 PROPOSAL FORM, ORGANIZATION, AND CONTENT

(a) Proposals must be submitted electronically in two separate PDF files titled:

Volume 1 - Technical Proposal
Volume 2 - Price Proposal.

(b) The Offeror must conspicuously mark the first page of each volume with the name and address of the Offeror and the following:

Solicitation Number: DCSC-23-RFP-163

Caption: Legal Case & Document Management System

Proposal Due Date & Time: Friday, September 8, 2023, 11:00 a.m., EST

(c) Proposals must be typed in Times New Roman 12-point font size with 1-inch margins.

(d) Offerors are directed to the proposal evaluation criteria in Section M of the solicitation (Evaluation Factors for Award). The Offeror must address each factor in a way that will allow the Courts to evaluate the Offeror's proposal. The Offeror

must submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services and delivery thereof.

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

L.11 VOLUME 1 – TECHNICAL PROPOSAL FORMAT AND CONTENT

Offerors' technical proposal must be organized by tabs as follows:

Tab	Section	Page limit
A	Contractor Information and Disclosures	-
B	Technical Approach	15
C	Experience	5
D	Past Performance / Customer Service	-

TAB A – CONTRACTOR INFORMATION AND DISCLOSURES

The following information and disclosures must be provided in Tab A:

- (i) A transmittal letter briefly summarizing the Offeror's ability to supply the requested products and services that meet RFP requirements. The letter must contain a statement indicating the Offeror's willingness to provide the requested products and services subject to the terms and conditions set forth in the RFP. The letter must be signed by a person legally authorized to commit the Offeror to its representations and who can certify that the information offered meets all general conditions.
- (ii) Name, address, website, current phone number, and DUNS and Federal ID Number of the Offeror.
- (iii) Name, address, email, and current phone number of Offeror's contact person for this proposal.
- (iv) Brief history of the Company.
- (v) Copy of any current license, permit, registration, or certification to transact business in the District of Columbia ("license"), if required by law to obtain such license. If the Offeror does not provide a copy of a required license(s) to transact business in the District of Columbia, the offer must certify its intent to obtain such license(s) prior to contract award or provide its exemption from such requirements.

- (vi) Completed Certifications, Representations, Statements, Affidavits, and all other disclosures required under Section J and Section K.
- (vii) Details of any legal action or litigation past or pending against the Offeror resulting from its performance of a government contract for the required or proposed software, systems, or services.
- (viii) 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.

TAB B – TECHNICAL APPROACH

The information in Tab B will enable the Courts to evaluate the Offeror's technical approach to providing the required supplies and services and the extent to which the Offeror's proposed system meets requirements.

The technical proposal must provide a clear and concise response, not to exceed 15 pages, describing the Offeror's overall understanding of the RFP requirements and OGC objectives, and the manner in which the Offeror proposes to meet the requirements of Section C (Description/Specifications/Statement of Work). The proposal must address or describe the following, at a minimum:

- (i) **Software Licenses or Subscriptions.** All software required to operate the proposed System effectively, including any end-user software, and the Offeror's licensing and maintenance and/or subscription model and unit basis (e.g., perpetual license, annual subscription, etc.). The Offeror must provide with the proposal a copy of its license and maintenance agreement, service level agreement (SLA), and/or your SaaS agreement as applicable.
- (ii) **Technical Requirements.** How the Offeror's System will meet the requirements and user needs specified in Section C, including interfacing and compatibility with the Courts's Enterprise IT Environment.
- (iii) **Security Requirements.** How the Offeror's proposed Software, System, services, and project personnel will meet the RFP's security requirements, to include a description of the type and extent of access that Offeror's personnel will need to existing files and data.
- (iv) **Disaster Recovery Plan.** The Offeror's disaster recovery/business continuity plan, including timelines for restoration and recovery. Attach a copy of the plan to your proposal. If you do not have a disaster recovery plan, please describe any alternative solution your company has to offer.
- (v) **System Documentation.** The system documentation, including electronic system administration manuals and application guides, that the Offeror would provide, and sample materials or excerpts, if possible.
- (vi) **Training.** Describe the training plan that meets the needs of the Courts and the

proposed System, including training approach and timeline; available web-based, on-demand training materials; available training courses / content role/user type and functional area; sample materials for trainees, including a step-by-step procedure manuals with actual solution images or screenshots.

TAB C – EXPERIENCE

The information in Tab C will facilitate the Courts' evaluation of the Offeror's qualifications to provide the required System and services. Offerors must describe, in no more than five (5) pages, their experience providing and implementing legal case and document management systems and providing professional maintenance and end user support services as described in Section C. The proposal must include a list of at least three (3), but no more than five (5), projects/contracts of a similar scope, size, and complexity to the requirements, delivered within the last three (3) years. The Offeror must provide sufficient details such as contract dates, contract amount, goods and services provided, current contact information, and any additional relevant information needed to substantiate the Offeror's performance of the contract. The Offeror must also identify other District of Columbia, federal, state, or local agencies that use the Offeror's System.

TAB D – PAST PERFORMANCE / CUSTOMER SERVICE

The information in Tab D will facilitate the Courts' evaluation of the quality of the Offeror's customer service and recent history delivering and performing the requirements in Section C. Offerors must illustrate their reputation for reasonable and cooperative behavior and commitment to high quality customer satisfaction. The Offeror must provide the following:

Past Performance Evaluation Form. Offeror shall provide at least three (3) references. Offeror shall have their past performance references complete the Past Performance Evaluation Form (Attachment J.2) which 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.

Selected organizations may be contacted to determine the quality of work performed and qualifications of personnel assigned to the project.

References should include customers who have had experience with the proposed project manager and lead staff. The results of the references will be provided to the evaluation team and used in scoring the written proposals.

Past performance information will be used for both responsibility determinations

and as an evaluation factor against which Offeror's relative ranking will be compared in accordance with the evaluation criteria set forth in Section M. The Court will focus on information that demonstrates quality of performance relative to the similarity of scope, magnitude and complexity to that detailed in the RFP. In determining the rating for the past performance, the Court may give consideration to the contracts which are relevant to the RFP.

Terminated Contracts. The Offeror must list any government contracts lost, terminated, or not renewed in the last five (5) years, including by any District of Columbia agency. Thoroughly describe the circumstances and reasons for the loss or termination and contact information for the client.

An Offeror who does not have recent and relevant past performance to submit should affirmatively state that.

L.12 VOLUME 2 – PRICE PROPOSAL FORMAT AND CONTENT

Offerors' price proposals must be organized by tabs as follows:

Tab	Section	Page Limit
A	Price/Cost Schedule	5
B	Assumptions, Conditions, and Exceptions	5

(a) Volume II - Tab A - Price/Cost Schedule (See Section B)

The Offeror must propose fixed prices for each contract line-item number (CLIN) and for each performance period using the Price/Cost Schedule provided in Section B.1. Proposed prices must include all required costs. The Courts are not responsible for any costs omitted by the Offeror. The Courts will purchase 6 licenses for the base year. Note that the Courts may require up to 10 (ten) software licenses in future option years at the unit price offered for that year.

(b) Volume II - Tab B – Assumptions, Conditions, and Exceptions

The Offeror must disclose all pricing assumptions, conditions, and exceptions and the rationale for each and other relevant information. If the Offeror has no assumptions, conditions, or exceptions, state so.

L.13 CONFIDENTIALITY OF SUBMITTED INFORMATION

(a) If a proposal contains trade secrets, proprietary information, or other data that an

Offeror does not wish to be disclosed to the public or used by the District of Columbia Courts except for use in the procurement process, the Offeror must mark the title page of each proposal volume with the following legend:

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

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

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

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

- (b) The District of Columbia Freedom of Information Act (FOIA) is not applicable to the D.C. Courts. Therefore, proposals or any submission by an offeror in connection with procurement shall not be subject to public disclosure pursuant to FOIA. 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.
- (c) 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.14 PRIME CONTRACTOR’S RESPONSIBILITIES

If an Offeror proposes services that are provided by others, any such service(s) proposed must meet all of the requirements of this RFP. 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.15 SIGNING OFFERS AND CERTIFICATIONS

- (a) The Offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. 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.
- (b) 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. 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.16 DEMONSTRATIONS

Offerors must provide a virtual demonstration of their proposed System not to exceed 90 minutes. The presentation must demonstrate the System's capabilities to meet the RFP's requirements of Section C. The Courts will contact each offeror to schedule the demonstration.

L.17 DISCUSSIONS

The Courts does not anticipate conducting discussions but reserves the right to do so. If, subsequent to receiving original proposals, discussions are held, all offerors within the competitive range will be notified and provided an opportunity to submit a written Final Proposal Revision/Best and Final Offer (FPR/BAFO) at the designated date and time. Modifications to FPRs are subject to Section L.3 (Late Submissions, Modifications, and Withdrawals of Proposals). Discussions will not be reopened after receipt of Final Proposal Revisions, 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 FPRs to all offerors still within the competitive range.

L.18 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's Final Proposal Revision (FPR) is accepted within one hundred twenty (120) days from the date specified for submission thereof, to furnish services at the price stated in the Price proposal, delivered or performed at the designated place within the time specified in this solicitation.

L.19 RIGHT TO REJECT PROPOSALS

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

L.20 CANCELLATION OF AWARD

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

L.21 PROPOSAL PREPARATION COSTS

The Courts is not liable for any costs incurred by the Offerors in submitting proposals in response to this solicitation, including revised proposals or best and final offers.

L.22 RETENTION OF PROPOSALS

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

L.23 CERTIFICATES OF INSURANCE

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in Section I.12 to the Contracting Officer identified in Section G.6.

L.24 PROTESTS

Any aggrieved interested party may protest this solicitation, award, or proposed contract award in accordance with Chapter 8 of the Procurement Guidelines of the District of Columbia Courts, available at <https://www.dccourts.gov/about/procurement-contracts-branch>. Protest must be filed in writing with the Contracting Officer identified at Section G.6 within ten (10) working days after the basis of the protest is known or

should have been known, whichever is earlier.

END OF SECTION L

PART V

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 BASIS OF AWARD

The Courts intends to make award to the responsible Offeror whose offer conforming to the solicitation will be **MOST ADVANTAGEOUS TO THE COURTS**, considering Price, Technical Approach, Experience and Qualifications, Past Performance and Customer Service, and related factors.

M.2 INITIAL OFFERS

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. See Sections L.7 and L.8.

M.3 EVALUATION FACTORS

The Courts will evaluate proposals according to the following evaluation criteria: Price; Technical Approach; Experience; and Past Performance/Customer Service. The non-price evaluation criteria are weighted and will be scored according to Table M.3. The non-price factors, when combined, are approximately equal to price. Price will not be scored.

Table M.3

Evaluation Criteria	Maximum Points
Technical Approach	50
Experience	25
Past Performance/Customer Service	25
Total Points	100

M.4 TECHNICAL APPROACH

Under the technical approach evaluation factor, the Courts will assess the extent to which the Offeror's proposed System and technical approach will result in high quality services and deliverables that will meet OGC's objectives and technical requirements as set forth in the RFP. Proposed Systems that meet all technical requirements and user needs with little or no customization will be rated more highly. The technical evaluation will include, but not be limited to, an assessment of the Offeror's overall understanding of the RFP requirements, the System's responsiveness, user friendliness, and ease of use, and the quality and thoroughness of the technical information submitted. The Offeror's demonstration will also be taken into consideration but will not be separately scored.

M.5 EXPERIENCE

The Courts will evaluate the breadth of the Offeror's experience with recent projects of similar scope, size, and complexity to the requirements. In scoring experience and qualifications, the Court will give greater consideration to contracts that are most relevant to the RFP, including government contracts.

M.6 PAST PERFORMANCE/CUSTOMER SERVICE

Under the past performance/customer service evaluation factor, the Courts will assess the extent to which the Offeror has consistently demonstrated a commitment to customer satisfaction and timely delivery of high-quality products and services. The Courts will focus on i performance of projects similar in scope, size, and complexity to the requirements. In scoring past performance, the Court will give greater consideration to contracts that are most relevant to the RFP, including government contracts. The Courts will also assess the Offeror's demonstrated success at problem resolution, implementation, maintenance, user support, and disaster recovery. The Courts reserves the right to contact the owners of projects known to have been completed by the Offeror within the last five (5) years but not supplied as references and used such information in the evaluation of past performance.

Past performance information will be used for both proposal evaluation and the responsibility determination.

M.7 PRICE

The Courts will evaluate proposed pricing, including by contract line item, option year, and overall, for reasonableness, completeness, and price realism. The Courts will not rate or score price. Alternative price proposals, if considered by the Courts will be evaluated on contract type risk, potential savings, other advantages or disadvantages to the Courts, and the discretion of the government.

- (a) **Price Reasonableness.** In evaluating price reasonableness, the Courts will determine if the Offeror's proposed prices, in nature and amount, do not exceed those which would be incurred by a prudent contractor in the conduct of competitive business. The assessment of price reasonableness will consider the context of the source selection, including current market conditions and related factors that may impact price. The evaluation will consider whether proposed pricing is comparable to the Courts' independent cost estimate and to competitors' prices. The Courts will also evaluate proposals for price unbalancing, that is, whether the price of one or more CLINs is significantly over or understated (unbalanced pricing) so as to suggest increased performance risk or unreasonably high prices.
- (b) **Completeness.** In evaluating completeness, the Courts will determine if the Offeror provides data of sufficient detail to fully support the offer and permit the Courts to

adequately evaluate pricing and assumptions. The Courts will assess the following:

- (i) Did the Offeror propose pricing for all CLINS and option years?
 - (ii) Do proposed prices account for all requirements?
 - (iii) Do the proposed prices include all price elements the offeror is likely to incur in performing the effort?
- (c) **Price Realism.** The Courts will evaluate whether low proposed pricing reflects an offeror's clear understanding of RFP requirements and is realistic to provide the required supplies and perform the required services.

M.8 PROSPECTIVE CONTRACTOR'S RESPONSIBILITY

- (a) In order to receive award, 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:
- (i) Financial resources adequate to perform the contract, or the ability to obtain them;
 - (ii) Ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
 - (iii) A satisfactory record of performance;
 - (iv) The necessary organization, experience, accounting and operational control, and technical skills, or the ability to obtain them;
 - (v) Compliance with the applicable Courts licensing, tax laws, and regulations;
 - (vi) The necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and
 - (vii) Other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- (b) 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.

END OF SECTION M