

**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
510 4th STREET, NW, 3RD FLOOR
WASHINGTON, D.C. 20001

DATE ISSUED: March 30, 2026

OPENING DATE: March 30, 2026
OPENING TIME: 10:00am EST

CLOSING DATE: April 24, 2026
CLOSING TIME: 11:00am EST

SOLICITATION NUMBER: DCSC-26-RFP-60

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.

OFFEROR	Name and title of Person Authorized to Sign Offer: (Type or Print)	
Name:		
Website:		
Street Address:		
City, State:		
Zip Code:		
Area Code & Telephone Number:		
	Signature	Date:
	(Seal)	
	Impress Corporate Seal	
	Corporate (Secretary)	(Seal) (Attest)

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 CONTRACTING OFFICER	
	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, configurable commercial-off-the-shelf (“COTS”) Legal Case and Document Management System, including necessary software, licenses, warranties, and related services to include installation, document migration, implementation, on-site post-implementation support and training, and maintenance and support as specified in Section C (Description/Specifications/Work Statement).

PLEASE NOTE: A COURT CASE MANAGEMENT SYSTEM IS NOT WITHIN THE SCOPE OF THIS PROCUREMENT OR ANY RESULTING 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 firm-fixed price contract for a base year and 4 option years to the responsible offeror whose offer conforms to the solicitation and will be most advantageous to the Courts, considering price and other evaluation factors. See Sections L and M. The Courts anticipate making an immediate award as deemed required.

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 Ms. Grace Alao, Senior Contract Specialist, at grace.alao@dccsystem.gov. See Section L.4.

Questions from prospective contractors/offerors **must be submitted no later than 11:00 a.m. EST on April 13, 2026**. 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/dc-courts/solicitations>. Oral explanations or instructions given by Courts officials or staff before the award of the contract will not be binding.

NOTE: Offeror may acknowledge solicitation amendments and addenda in the table below or on the addendum itself, 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

END OF SECTION A

SECTION B - PRICE/COST FOR SUPPLIES OR SERVICES

OFFERORS MUST FOLLOW THE INSTRUCTIONS AT SECTION L.13 (PRICE PROPOSAL CONTENT AND FORMAT) FOR COMPLETING THE PRICE/COST SCHEDULE BELOW, WHICH SHALL BECOME A PART OF THE AWARDED CONTRACT. THE CONTRACT TERM IS A BASE YEAR WITH FOUR OPTION YEARS, SUBJECT TO THE AVAILABILITY OF APPROPRIATED FUNDS.

B.1 CONTRACT TYPE

This is a firm-fixed price contract.

B.2 PRICE/COST SCHEDULE

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

NOTE TO OFFERORS: ONLY price CLIN 0002 (Maintenance and Support) if it is NOT included as part of the software license (CLIN 0001).

END OF SECTION B

SECTION C – DESCRIPTION / SPECIFICATIONS / WORK STATEMENT

C.1 Scope of Work

The Contractor must provide a cloud-hosted, configurable commercial-off-the-shelf (“COTS”) Legal Case and Document Management System, including necessary software, licenses, and warranties (“System”) to the District of Columbia Courts (“D.C. Courts” or “Courts”). The Contractor must also provide related services, to include installation, document migration, implementation, on-site post-implementation support and on-site end user training. In addition, the Contractor must provide ongoing 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 D.C. 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 District of Columbia Court System (“DCCS”). DCCS 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 employees. 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 also receive funding directly from the Federal government.

DCCS provides business support services, including but not limited to capital projects, budget and finance, procurement and contracts, 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 provides a broad spectrum of legal advisory services to the D.C. Courts such as legislative drafting and analysis; contract, lease, inter-agency agreements, and grant reviews; interpretation and drafting of orders, policies, and agreements; and supporting records management, data release, and compliance protocols. OGC manages and supports the rulemaking process, drafting proposed and final amendments, public notices, memoranda, correspondence, and promulgation orders. OGC advises management on employment, grievance, and disciplinary matters. OGC represents the Courts before administrative tribunals and disciplinary hearings and serves as in-house counsel in litigation and other matters in which the Courts have an institutional interest, including managing eDiscovery. OGC attorneys serve as legal advisors to Courts’ leadership and management, and Boards of Judges. OGC attorneys also serve on Courts’ ad hoc and standing committees. The General Counsel serves as the D.C. Courts’ Ethics Officer and chairs the Courts’ Legal Advisory Council.

OGC is currently 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.

OGC source documents and files include approximately 1.2 TB of confidential, privileged, and litigation sensitive materials comprised of approximately 390,000 files saved across 10,000 folders on an NTFS network drive. There is no legacy legal or document management system. The vast majority are PDF and MS Word files but other file types may include Excel, MP4, and VTT. These include approximately 22,000 PDF files of recently digitized paper files, which are in OCR format and generally indexed by topic and titles of the former paper folders. Document scanning is not required under this Contract.

C.4 Objectives

OGC seeks to modernize its operations and gain business and legal process efficiencies. OGC's objectives are that the System achieve the following:

- (a) Provide electronic law practice management functionality to support operational needs, including contract and eDiscovery management.
- (b) Satisfy core document and case management requirements with minimal customization.
- (c) Automate workflows and business processes using information technology and artificial intelligence (AI) to the maximum extent possible.
- (d) Utilize AI unstructured document extraction and automation.
- (e) Promote document version control with highly secure, accurate, and reliable recordkeeping.
- (f) Enhance case tracking.
- (g) Data analytics and reporting capabilities.
- (h) File migration.
- (i) Migrate and organize files and documents and reduce redundancy.
- (j) Interface with widely used office applications to promote efficiency.
- (k) Promote intuitive, user friendly, and accessible technology with easy user navigation and a modern look and quality.

C.5 System Requirements and User Needs

No.	Description	Type
1	Document management with a centralized database, native document management, and searchable repository.	Functional
2	Case management with streamlined, real time matter intake, opening, closure, and matter type tracking.	Functional
3	Litigation hold tracking with electronic reminders and ability to confirm receipt, e-sign, and record recipient response.	Functional

No.	Description	Type
4	Task and calendar management capabilities with automatic alerts for case tracking and monitoring.	Functional
5	Contract management tool or function, including tracking and providing reminders of deadlines for procurements, contracts, and other agreements.	Functional
6	Generative AI capability, including but not limited to automated workflow, intelligent scanning, data verification, data analysis capabilities, legal research, document review, audit trails, data encryption, and GDPR (General Data Protection Regulations) compliance.	Functional
7	eDiscovery, including but not limited to comprehensive data source support, custodian management, data filtering and de-duplication, metadata extraction and analysis, secure storage and preservation, automated review features (redaction and applying legal holds).	Functional
8	File sharing, including securely sharing confidential legal files.	Functional
9	Robust search capability, including search by document profile fields and within document text in MS Word, Excel, PDF, HTML, and other widely-used file format types.	Functional
10	Capture/import email, documents, attachments, transcripts, video or audio recordings (including voicemail) and other file types.	Functional
11	Secure, role-based access to case/document profiles and documents (e.g., edit, view only, create or save as new version, delete, etc.).	Functional
12	Accessibility and mobility for easy access anywhere with a secured environment.	Functional
13	OCR and redaction capability.	Functional
14	Ability to generate template documents.	Functional
15	Compatible with Citrix Virtual Desktop Infrastructure (VDI).	Technical
16	Multiple or unlimited number of document profile fields and categories, including a case notes field(s).	Technical
17	Single sign-on.	Technical
18	Web-based solution compatible with the latest versions of Microsoft Edge, Chrome, Firefox, and Safari.	Technical
19	Real time user response rate for searching, accessing, saving, and uploading and downloading files, including large files.	Technical
20	Near real time response rate for generating reports.	Technical
21	Disaster Recovery, including immediate access to backup files and documents.	Technical
22	Section 508 compliance (29 U.S.C. §794d).	Technical
23	Create user templates and pre-populated profiles for recurring case or file types.	User Need
24	Mobile accessibility.	User Need
25	Assign matters, tasks, and documents to one or more users.	User Need

No.	Description	Type
26	Track matter history, outside counsel, clients, contact information, and similar information.	User Need
27	View and print files/documents directly from the System.	User Need
28	Open files in native application.	User Need
29	Save multiple document versions.	User Need
30	Generate, format, print and export reports, including in MS Excel and Word format.	User Need
31	Assign one or more security profiles to files such as confidential, privileged, or attorney work product, and limit user access accordingly.	User Need
32	Track document history.	User Need
33	Document version control.	User Need
34	Built-in help functions.	User Need
35	MS Word.	Compatibility
36	MS Excel.	Compatibility
37	MS Outlook for matter files, including MS Outlook add-in (Click-button) option to save emails, attachments, and contact information.	Compatibility
38	MS Outlook Calendar, including alerts, deadlines, reminders to one or more users, and ability to link contacts and automatically launch Outlook.	Compatibility
39	MS SharePoint.	Compatibility
40	Adobe Acrobat Pro DC.	Compatibility
41	Citrix ShareFile.	Compatibility
42	Box.com.	Compatibility
43	Security features to prevent the Contractor, including contractor and subcontractor staff, from accessing, copying, or downloading sensitive and confidential files, documents, document profiles records, and other information and materials.	Security
44	Comply with NIST-800-53 r5/800-37 r2 security controls.	Security
45	FedRAMP authorized Cloud Service Provider.	Security
46	Require user authentication using single sign on with Microsoft Entra ID (formerly Azure Active Directory) or Microsoft Active Directory.	Security
47	Support of the configuration of rules for user passwords including frequency of changes, length, character requirements, etc.	Security
48	Lock user accounts after a defined number of failed password attempts.	Security
49	Secure user information through password encryption.	Security
50	Allow the assignment of roles and permissions to users and groups of users.	Security
51	Assign users and user groups permissions to access confidential data and documents.	Security

No.	Description	Type
52	Allow users to be assigned to multiple roles and resolve access to data accordingly.	Security
53	Define permission levels for access to all system components.	Security
54	Assign confidentiality to case data and documents.	Security
55	Prohibit reports containing full social security numbers (SSN) from being generated without SSNs being masked.	Security
56	Encrypt all data at rest and in transit.	Security
57	Ensure system has MFA (Multi-Factor Authentication) enabled.	Security
58	As built documentation.	Security

C.6 DCCS Enterprise IT Environment

- (a) 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	HPE Synergy 12000 Frame (blade servers), NetApp storage (NAS and SAN) Cluster Data ONTAP Version 9.15.1P6 storage
Operating Systems	Windows 2012, 2016, 2019, 2022 and higher Standard and Data Center Edition Client –Windows 11
End User Platforms	Dell Workstations, peripherals
Client Operating System	MS Windows 11
Cloud Platform	Microsoft Azure FedRAMP Government and Azure Commercial
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, Azure AD, MS Authenticator, DUO Security
Development Environment	J2EE, Oracle Apex, MS Power Apps, Azure Kubernetes and Container Services, MS .Net for API interfaces
Databases	Oracle 12c, 19c (and newer), MS-SQL 2012, MS SQL Server 2022 (and newer), Azure SQL Managed Instances, MySQL
Data Warehousing and Business Intelligence	Oracle OBIEE 12c, Oracle ODI 12c, Microsoft PowerBI
Application Server	Oracle Web Logic 14c (and newer), Apache Tomcat, JBoss, Azure wildfly
Project Lifecycle Management	Microsoft Azure GitHub, MS SharePoint

Security	Network Access Control, Palo Alto Firewall, Global Protect VPN, MS Defender for Endpoint, Symantec for Servers
Load balancer	Citrix NetScaler VPX version 11 (and newer)
Mobile devices	Dell, Apple, and other laptops/tablets; Apple and Android phones, Apple iPad
MS Office	M365

- (b) The Contractor must provide cloud-managed services, e.g., migration, configuration, optimization, security, and maintenance of their application hosted in a government cloud service provider.
- (c) The Contractor is responsible for supporting the infrastructure to run the application hosted in their cloud service provider's government cloud. This must include, at minimum, regular maintenance, security patching, updating infrastructure components necessary to run the application, and conducting performance monitoring and system health checks.

C.7 Required Services

- (a) Project Management. The Contractor must assign a Project Manager responsible for the successful delivery, installation, and implementation of the System and post-implementation support and training. The Project Manager must maintain regular communication and contact with the Contracting Officer's Technical Representative ("COTR") 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.
- (d) Installation and Implementation. The Contractor must install and implement the system and cooperate fully with the Courts' Information Technology ("IT") Division throughout the System installation and implementation process. 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.
- (e) Document Migration. The Contractor must migrate existing files into the new System, including but not limited to:
- (i) document coding, including identification of specific information of the source documents and creating a data/document code profile.
 - (ii) identification and deletion of duplicates files.
 - (iii) development of an overall strategy for electronic records management

including but not limited to policies, procedures, and taxonomy (uniform naming conventions).

- (f) On-site post-Implementation Support and Training. The Contractor must provide five (5) consecutive days of on-site, post-implementation support and in-person, facilitated end user training on the System, including how to migrate, import, and maintain documents on the System. A virtual training must be provided for future new users. The Contractor must provide administrator training as requested.
- (g) 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 must 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) Written documentation on releases, system updates, enhancements, software patches, and corrections to software bugs.
 - (vi) Full cooperation with the Courts' IT Division.

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, document migration, on-site post-implementation support, on-site user training, maintenance, end user support, and all other work performed under Section C (Description/Specifications/Work Statement).
- (b) The Contractor must provide and maintain documentation of all services provided under this Contract. Complete records of all services performed by the Contractor must 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 Contract Period of Performance

The term of the Contract is 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 up to four (4) optional one-year periods, or a fraction or multiple fractions thereof, at the sole discretion of the Courts and subject to the availability of appropriated funds. If the Courts exercise an option, the extended contract will be considered to include this option provision. The exercise of any option under this contract is contingent on the appropriation of funds for the respective option period. However, the availability of funds does not obligate the Courts to exercise this option year.

F.3 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.4 Deliverables

All deliverables shall be in a form and manner acceptable to the Courts. The Contractor must complete the tasks and provide to the Contracting Officer's Technical Representative (COTR) 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
0003	System Installation, Document Migration, and Implementation	TO BE SCHEDULED
0004	On-site Post-Implementation Support and End User Training	
0002	Maintenance and End User Support	Upon complete and accurate delivery of post-implementation support and training.

F.1 Location of Performance

The Contractor's services shall be performed in the Courts' facilities and at such other places as are mutually agreed to by the Contractor and the Courts.

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.8) 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 received and approved invoice pursuant to the Prompt Payment Act, 31 U.S.C. § 3901 et seq.

G.5 Payment

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

Table G.5

CLIN	Deliverable	Percent Payment	Comments
0001	Software Licenses, Documentation, Warranties	100%	Upon complete and accurate delivery of all software items.
0003	System Installation, Document Migration, and Implementation.	100%	Upon complete and accurate performance of services.
0004	On-site Post-Implementation Support and End User Training	100%	Upon complete and accurate delivery of End User Training.
0002	Maintenance and 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.

G.6 Audits.

At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor's invoices or vouchers and statements of costs audited. Any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the Courts and a discrepancy of overpayment is found, the Courts shall be reimbursed for said overpayment within thirty (30) days after written notification.

G.7 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
Procurement and Contracts Branch Manager
Administrative Services Division
District of Columbia Courts
510 4th Street, NW, Third Floor
Washington, D.C. 20001

G.8 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.9 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
District of Columbia Courts
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 Personnel and Project Staff**

- (a) The Courts will conduct reference and background checks on the Contractor's project staff, including staff involved in the installation, document migration, implementation, and 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.

- (d) Only the Contractor's personnel stated in its proposal shall be directed to report to the Courts for duty under this contract, unless otherwise approved by the Courts. The Contractor agrees to use its best effort to minimize personnel changes during performance of installation, document migration, implementation, post-implementation support, and user training (i.e., performance of CLINs 0002 and 0003).
- (e) The Contractor shall ensure that none of its personnel enter a prohibited area not authorized for access by the COTR. All breaches of security on the job site by the Contractor's personnel shall be immediately reported to the COTR.
- (f) The Contractor's personnel shall not remove Courts' documents from the premises.

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

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) are applicable to the contract.

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 must keep all information relating to any employee or customer of the Courts in absolute confidence and must 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. _____ 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(f) 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(f) 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(e), the Contractor shall furnish to the Courts, a copy of the source code with such rights of the scope specified in Section I.5(e). For all computer software furnished to the Courts with the restricted rights specified in Section I.5(f), 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 must 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 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. In no event shall subcontractors located or performing service for Contractor outside of the United States have access to Court documents and/or data or otherwise provide services to the Customer that involves or requires access to Court documents and/or data.

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/dc-courts/solicitations>.

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 Conflict of Interests

- (a) The Contractor shall not take any action, which creates a conflict of interest or the appearance of a conflict of interest relating to the matters under this contract. If the Contractor is aware of, or has a question as to, the existence of an actual conflict of interest or potential conflict of interest, the Contractor shall immediately inform the Contracting Officer of the existence of such actual conflict of interest or potential conflict of interest.
- (b) The Courts may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organization conflict of interest. If the Contractor was aware of a potential organization conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented information to the Contracting Officer, the Courts may terminate the contract for default, debar the Contractor from the Courts' contracting process, or pursue such other remedies as may be permitted by law under this contract.

I.11 Non-Discrimination

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

I.12 Examination of Books and Records

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

I.13 Record Keeping

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

I.14 Insurance

- (a) **General Requirements.** Prior to execution of the contract, the Contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the insurance specified below with an insurance company licensed or qualified to do business with the District of Columbia Courts. All insurance shall set forth the District of Columbia Courts as an additional insured. The Contractor shall ensure that all policies provide that the CO shall be given thirty days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with Ten (10) days prior written notice in the event of non-payment of premium. The Contractor must submit to the Contracting Officer a certificate of insurance as evidence of compliance within ten (10) calendar days after request.
- (i) Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia Courts as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia Courts, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
 - (ii) Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
 - (iii) Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the Courts of Columbia or the jurisdiction in which the contract is performed.
 - (iv) Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.
- (b) **Duration.** The Contractor shall carry all required insurance until all contract work is accepted by the Courts and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- (c) **Liability.** These are the required minimum insurance requirements established by the

Courts. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**

- (d) **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.
- (e) **Measure of Payment.** The Courts shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- (f) **Notification.** The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled, or not renewed, and provide an updated certificate of insurance to the CO.
- (g) **Certificates of Insurance.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to the Contracting Officer identified in Section G.6.
- (h) **Disclosure of Information.** The Contractor agrees that the Courts may disclose the name and contact information of its insurers to any third party which presents a claim against the Courts for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants, or subcontractors in the performance of this contract.

I.15 **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:

- (1) An applicable Court Order, if any.
- (2) Contract document.
- (3) DC Courts General Contract Provisions
- (4) Contract attachments other than the General Contract Provisions
- (5) RFP, as amended.

- (6) Revised Proposal/BAFO(s), if any, in reverse chronological order
- (7) Proposal

END OF SECTION I

SECTION J - LIST OF ATTACHMENTS / DOCUMENTS / EXHIBITS

- J.1 **D.C. Courts General Provisions (Revised 2017)**
- J.2 **Anti-Collusion Statement**
- J.3 **Ethics in Public Contracting**
- J.4 **Non-Discrimination**
- J.5 **Certification of Eligibility**
- J.6 **Tax Certification Affidavit**
- J.7 **Release of Claims Form**
- J.8 **Past Performance Evaluation Form**
- J.9 **Wage Determination**
- J.10 **Certification Regarding a Drug-Free Workplace**
- J.11 **DC Courts Oracle Supplier Request Form**

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.

K.7 Tax Certification

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

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 and Qualifications; Past Performance and Customer Service; and related factors.

L.2 EMAIL PROPOSAL SUBMISSION AND DEADLINE

PROPOSALS MUST BE SUBMITTED BY EMAIL TO GRACE ALAO, SENIOR CONTRACT SPECIALIST, AT GRACE.ALAO@DCCSYSTEM.GOV NO LATER THAN 11 A.M. EST ON FRIDAY, APRIL 24, 2026.

The email subject line must state: PROPOSAL FOR DCSC-26-RFP-60
The text of the email must state the following:

Solicitation Number: DCSC-26-RFP-60
Caption: Legal Case & Document Management System
Proposal Due Date & Time: Friday, April 24, 2026, 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 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 Grace Alao at grace.alao@dccsystem.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 Prospective Contractors/Offeror regarding this solicitation, including requests for clarification or interpretation of any section of the RFP, must be emailed to Grace Alao, Senior Contract Specialist, at grace.alao@dccsystem.gov. The email subject line must state: SOLICITATION QUESTIONS FOR DCSC-26-RFP-60.

QUESTIONS MUST BE SUBMITTED NO LATER THAN 11:00 A.M. EST ON APRIL 13, 2026. 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/dc-courts/solicitations>.

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 requesting demonstrations or 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-26-RFP-60
Caption: Legal Case & Document Management System
Proposal Due Date & Time: Friday, April 24, 2025, 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	20
C	Experience and Qualifications	5
D	Past Performance and 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 System 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 20 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 a copy of its license and maintenance agreement, service level agreement (SLA), and/or SaaS agreement as applicable.
- (ii) **System Requirements and User Needs.** How the Offeror's System will meet each requirement and user need 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 each security requirement specified in Section C, 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 AND QUALIFICATIONS

The information in Tab C will facilitate the Courts' evaluation of the Offeror's experience and 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 AND 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:

- (i) **Past Performance Evaluation Form.** A past performance evaluation form (Attachment J.8) for each project/contract identified in Section L.11.Tab C. The forms will be used to query prior and/or current customers regarding the Offeror's performance, customer service, and related factors. It is the offeror's responsibility to ensure that each evaluation form is thoroughly completed, including required remarks and comments, and signed by the evaluator.
- (ii) **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.13 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.2. Proposed prices must include all required costs. The Courts are not responsible for any costs omitted by the Offeror.

(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.

NOTE TO OFFERORS: The Offeror must propose fixed prices for the contract line-item numbers (CLIN) and for each performance period using the Price/Cost Schedule provided in Section B.2. **However, only propose a price for CLIN 0002 (Maintenance and Support) if maintenance and support is NOT included as part of the software license (CLIN 0001).**

L.14 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.15 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.16 SIGNING OFFERS AND CERTIFICATIONS

- (a) The Offeror must 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.17 DEMONSTRATIONS

The Courts may, at its discretion, invite the most highly rated Offeror(s) to provide a demonstration of the proposed System not to exceed 90 minutes. The presentation must demonstrate the System's capabilities to meet the requirements of Section C. The Courts will contact the Offeror(s) to schedule the demonstration.

L.18 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.19 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 its 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.20 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.21 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.22 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.23 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.24 CERTIFICATES OF INSURANCE

Prior to commencing work, the Contractor must have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in Section I.13 to the Contracting Officer identified in Section G.6.

L.25 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/dc-courts/solicitations>. 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

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 on the basis of initial offers received, without requesting demonstrations or conducting discussions. Therefore, initial offers should contain the Offeror’s best terms from the standpoint of cost/price, technical, and other factors. 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 Qualifications; and Past Performance and 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 and Qualifications	25
Past Performance and 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 requirements as set forth in the RFP. Proposed Systems that meet all 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, and related factors. Demonstrations, if requested, will also be taken into consideration but will not be separately scored.

M.5 EXPERIENCE AND QUALIFICATIONS

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 AND CUSTOMER SERVICE

Under the past performance and 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 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 use 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. 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. 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.
- (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 task or providing the deliverable?
- (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 System 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

END OF SOLICITATION