

**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  
700 6<sup>TH</sup> STREET, N.W., 12<sup>TH</sup> FLOOR  
WASHINGTON, DC 20001

**DATE ISSUED:** February 14, 2023

**QUESTIONS DUE DATE:** March 8, 2023  
2:00 P.M., Eastern Standard Time (“EST”)

**CLOSING DATE:** March 27, 2023

**CLOSING TIME:** 2:00 P.M.

**SOLICITATION NUMBER:** DCSC-23-RFP-30

**OFFER/BID FOR:** Court Case Management System (CMS)

**MARKET TYPE:** Open

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**SECTION A – SOLICITATION/OFFER/AWARD FORM**

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

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

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

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

The Courts developed this RFP and its attachments in 2022, including input from stakeholder sessions; review and feedback from judicial, clerical, and operational personnel; the National Center for State Courts CMS standards; and market research.

All written communications regarding this solicitation should be addressed to the Contracting Officer listed in section G.4.1 and email to Mr. Ahmad Stanekzai, Senior Contract Specialist at [ahmad.stanekzai@dccsystem.gov](mailto:ahmad.stanekzai@dccsystem.gov).

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

**Questions and Explanation to Prospective Offerors:**

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

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

**PART I**

**SECTION B - SUPPLIES OR SERVICES AND PRICE/COST**

**B.1 Introduction**

The District of Columbia Courts (“Courts” or “DCC”) on behalf of the District of Columbia Court of Appeals (“DCCA” or “Court of Appeals”) are seeking a qualified Offeror (“Offeror”) to implement an appellate specific Court Case Management System (“CMS”). The Courts are seeking a CMS with a state-of-the-art, web-based, cloud-hosted, fully integrated, commercial-off-the-shelf solution that includes document management and external facing applications including eFiling and public access for the Appellate Court. In addition to software, the Courts are seeking a qualified Offeror to provide professional services to implement the solution and provide ongoing maintenance and support of the software. See Section C for a detailed description of the scope of this solicitation. It is the intent of the Courts to solicit responses to this Request for Proposal (“RFP”) in accordance with instructions, procedures and requirements outlined in this RFP.

**B.2 Contract Period**

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

**B.3 RFP Schedule**

Below is the anticipated schedule for this solicitation.

<b>Solicitation Activity</b>	<b>Date</b>
RFP Release	<b>February 14, 2023</b>
Pre-Proposal Conference	<b>March 1, 2023 at 2:00 P.M., EST</b>
Offerors Questions/ Inquiries Due	<b>March 8, 2023 at 2:00 P.M., EST</b>
Responses to Offerors Questions/Inquiries	<b>On/Before March 15, 2023 at 2:00 P.M., EST</b>
Proposals Due	<b>March 27, 2023 at 2:00 P.M., EST</b>
Selected Offerors Invited for Oral Demonstrations	<b>TBD</b>

## **SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

### **C.1 STATEMENT OF WORK**

The Courts on behalf of the DCCA or Court of Appeals are seeking proposals from qualified vendors to provide software, implementation, and ongoing maintenance and support services for a new Appellate Court Case Management System (CMS). The selected Offeror shall provide a proven, web-based, cloud-hosted, highly configurable commercial-off-the-shelf appellate court CMS, all required implementation and support services, and ongoing maintenance, as outlined in this RFP.

Throughout this solicitation, the term “solution” includes all functional and technical functionality, interfaces, professional services, and all other required specifications and services described throughout this RFP and its attachments, including any amendments hereto.

### **C.2 OVERVIEW OF THE DISTRICT OF COLUMBIA COURT OF APPEALS**

#### **C.2.1 BACKGROUND**

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

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

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

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

### **C.2.2 DISTRICT OF COLUMBIA COURT OF APPEALS (DCCA)**

Congress established the District of Columbia Court of Appeals as the highest court of the District of Columbia in 1970.

The DC Court of Appeals is the equivalent of a state supreme court. As the highest court for the District of Columbia, the Court of Appeals is authorized to review all final orders, judgments and specified interlocutory orders of the Superior Court of the District of Columbia. The Court also has jurisdiction to review contested case decisions of administrative agencies, boards, and commissions of the District of Columbia government, as well as to answer questions of law certified by federal and state appellate courts. As authorized by Congress, the Court reviews proposed rules of the Superior Court and promulgates its own rules. Additionally, the Court oversees attorneys who are members of its Bar.

The Court consists of a Chief Judge and eight Associate Judges. The Court is assisted by the service of retired judges who have been recommended and approved as Senior Judges. Randomly selected three-judge panels decide the cases before the Court, unless a hearing or rehearing before the entire Court sitting en banc is ordered. Unlike many appellate courts with a similar caseload, DCCA is a single tier appellate system, with no intermediate appellate court.

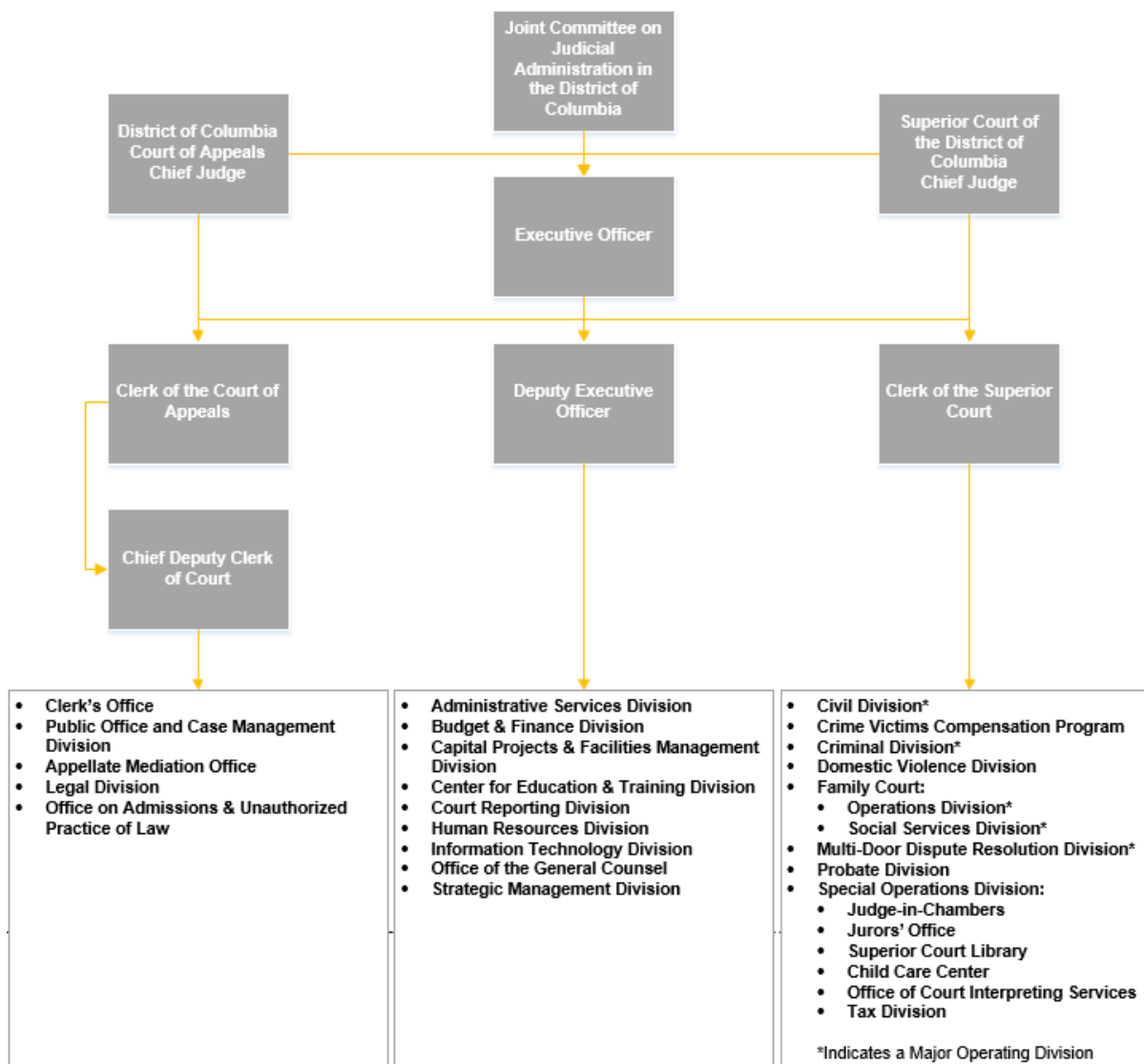
As the court of last resort for the District of Columbia, the Court of Appeals is authorized to:

- a) Review all final orders and judgments, as well as specified interlocutory orders, of the Superior Court of the District of Columbia;
- b) Review decisions of administrative agencies, boards, and commissions of the District government; and
- c) Answer questions of law certified by the Supreme Court of the United States, a Court of Appeals of the United States, or the highest appellate court of any state.

The Court also:

- d) Processes attorney admissions to the District of Columbia Bar and attorney discipline;
- e) Manages the resolution of complaints of unauthorized practice of law; and
- f) Promulgates its own rules and the rules of professional conduct for members of the District of Columbia Bar.

## DCC Organizational Chart



As depicted in the organizational chart above, the Courts include the following units:

a) Clerk's Office: The Clerk's Office, which includes the Clerk and the Chief Deputy Clerk, handles general administration; coordinates the processing of appeals after briefing (calendaring, case screening, and processing motions and orders in calendared matters); coordinates the issuance of opinions and mandates; processes petitions for rehearing and/or rehearing en banc; processes bar-related discipline matters, admissions, and unauthorized practice of law matters; and provides library services.

b) Public Office and Case Management Division: The Public Office section receives incoming documents, docket pleadings, maintains official case files, receives and answers public inquiries, provides internal mail service, and supports courtroom operations. The Case Management Section oversees the processing of cases prior to calendaring for argument or submission without argument. The process includes motions matters, briefing schedules, and those matters expedited by order of the court. The section reviews incoming motions and pleadings and prepares proposed orders for approval by the Clerk, Chief Judge, or a motions panel (comprised of three judges). This division currently has 18 FTEs.

c) Appellate Mediation Office: The court's mediation program is an informal, confidential process in which the parties work with an impartial mediator to reach a negotiated resolution of their case. The Office screens case for mediation, and mediation is mandatory in cases selected by the Office. The court selects, trains, and oversees a roster of experienced mediators who provide their services without charge.

d) Legal Division: Provides researched memos and accompanying draft orders on substantive motions filed in appellate cases, including dispositive motions and emergency matters (such as motions to stay the actions of the trial court or District agencies) and matters brought under the court's original and discretionary jurisdictions. They also review new cases to ensure that the Court of Appeals has jurisdiction over the matter, handle attorney discipline matters, support judicial committees, and prepare appellate manuals.

e) Office of the Committees on Admissions and the Unauthorized Practice of Law: The staff of the Committee on Admissions and the Committee on Unauthorized Practice of Law works to ensure that local legal needs are met by properly qualified and licensed attorneys. The office administers Bar admissions: (1) applications for admission to the Bar by examination and motion; (2) applications for authorization to practice as special legal consultants; (3) applications by law students to practice under D.C. App. R. 48; and (4) motions to practice law pro hac vice (in a particular case). This office also provides staff support to investigate complaints against unauthorized persons allegedly practicing law. This office currently has 7 FTEs.

Below is an overview of DCCA case activity between 2017-2021.<sup>1</sup> Note that the novel coronavirus impacted case activity in 2020. There were significantly fewer case filings, limited operations in the trial court and administrative agencies, and suspended filing deadlines.

COURT OF APPEALS CASE ACTIVITY FOR CY 2017-2021					
FILINGS BY CATEGORY & RATIO TO DISPOSITIONS					
	2017	2018	2019	2020	2021
<b>Mandatory Appeal &amp; Bar Cases</b>					
Pending Jan 1 <sup>a</sup>	1,211	1,275	1,314	1,333	930
Filings					
Agency	260	226	185	149	134
Bar Cases	105	116 <sup>b</sup>	83	76	125
Civil	427	432 <sup>b</sup>	446 <sup>b</sup>	244	287
Criminal	526	468	447 <sup>b</sup>	258	279
Family	141	140	99	44	85
Special Proceedings	4	1	5	0	1
Total Filings	1,463	1,383 <sup>b</sup>	1,265	771	911
Reinstated	19	33	37	14	17
Dispositions	1,431	1,388	1,275	1,200	1,087
<b>Original Jurisdiction Matters</b>					
Pending Jan 1	5	6	2	5	3
Filings	31	28	20	15	33
Dispositions	27	23	24	12	36
<b>Discretionary Jurisdiction Matters</b>					
Pending Jan 1	2	0	2	3	3
Filings	10	18	19	8	5
Dispositions	8	18	17	7	7
<b>Appeal Court Total</b>					
Pending Jan 1	1,218	1,281	1,318	1,341	936
Filings	1,504 <sup>b</sup>	1,429	1,304	794	949
Dispositions	1,466	1,429	1,316	1,219	1,130
Available for Disposition <sup>c</sup>	2,741	2,743	2,659	2,149	1,902
Clearance Rate <sup>d</sup>	96%	98%	98%	151%	117%
Pending Dec 31	1,275 <sup>b</sup>	1,314	1,343	930	772

<sup>a</sup>Pending figures were adjusted in January to reflect case activity from Superior Court not previously reported.

<sup>b</sup>Figure adjusted.

<sup>c</sup>Available for disposition includes beginning pending, new filings and reinstated cases.

<sup>d</sup>The Clearance Rate, a measure of court efficiency, is the total number of cases disposed divided by the total number of cases added to the caseload (i.e. new filings and reinstated) during a given time period. Rates of over 100% indicate that the court disposed of more cases than were added, thereby reducing the pending caseload.

<sup>1</sup> Court of Appeals, "CY2021\_Statistical\_Summary\_FINAL", p. 7.



### C.2.3 SUPERIOR COURT OF THE DISTRICT OF COLUMBIA (DCSC)

*The DC Superior Court's case management system is not in scope for this solicitation. The DCSC is a critical stakeholder and interface partner (see Attachment J.16). This section describes the DCSC for informational purposes, and to assist the Offeror in planning for the required interface only.*

Congress established the Superior Court of the District of Columbia as the trial court of general jurisdiction for the District of Columbia in 1970. The court consists of a chief judge and 61 associate judges. The court is assisted by the service of 26 magistrate judges as well as retired judges who have been recommended and approved as senior judges. The Superior Court handles all local trial matters, including civil, criminal, family court, probate, tax, landlord-tenant, small claims, and traffic. The Superior Court is here to serve the community, and several initiatives and collaborative projects are underway to improve service to the public in our Nation's Capital. Below is a brief description of each major operating division in the DCSC.

- a) Civil Division: has jurisdiction over any DC civil action at law or in equity other than family law matters, regardless of the amount in controversy unless the jurisdiction is vested exclusively in the Federal Court. The major types of cases processed in the division include: Civil actions and cases in equity; Small claims (cases valued at \$10,000 or less); and landlord and tenant actions for the possession of real property. The Court has a sophisticated plan for managing the pace of litigation in civil actions, which has been recognized nationally as a noteworthy and effective approach to civil case flow management.
- b) Criminal Division: responsible for processing all local criminal matters including felony, misdemeanor, District of Columbia code violations and criminal traffic cases. However, all criminal misdemeanor domestic violence cases (DVM) are handled in the Domestic Violence Division. The Criminal Division is administratively divided into four branches: Case Management, Special Proceedings, Quality Assurance, and Courtroom Support. It also oversees the operation of several specialized courts known as problem-solving courts. The District of Columbia Courts now has eight community courts: Mental Health Community Court, 1D Community Court, 2D/4D Community Court, 3D Community Court, 5D Community Court, 6D Community Court, and 7D Community Court, Drug Court and the new HOPE Court program. The U.S. Attorney's Office (USAO) prosecutes felonies and serious misdemeanors. The Office of the Attorney General (OAG) prosecutes other adult matters such as violations of the DC municipal code and traffic violations.
- c) Family Court includes the Family Court Operations and the Family Court Social Services Division. Each division's areas of responsibility and services are detailed below:

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

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

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

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

- e) Crime Victims Compensation Program (CVCP): assists victims and their families with the financial burden of violent crime. The program assists innocent victims of violent crime, survivors of homicide, and their dependent family members with certain expenses made necessary because of the crime. Statutorily eligible expenses include medical costs, mental health counseling, funeral bills, lost wages and support, the cost of temporary emergency housing and moving expenses for the health and safety of the victim, replacement of clothing held as evidence, and costs associated with cleaning a crime scene. The Program also handles appeals to the

Board of Appeals and to the Chief Judge regarding the denial of claims. The Crime Victims Compensation Program implemented Claims Assistant, a CMS, in 2009. There are no current plans to exchange data between the Crime Victims Compensation Program and the Superior Courts' CMS.

- f) Domestic Violence Division (DVD) handles requests for Civil Protection Orders as well as cases alleging violations of protection orders and all misdemeanor criminal cases involving an 'intrafamily offense.' The DV Division also adjudicates cases where individuals allege they are a victim of stalking, sexual assault, or sexual abuse. When appropriate, judges in the DV Division also adjudicate related divorce, custody, visitation, paternity, and support cases involving the same parties, as well as certain related civil actions. There are four different kinds and sources of domestic violence cases (three civil and one criminal):
  - i. Any intra-family case involving requests for a civil protection order, originally filed in the Domestic Violence Division.
  - ii. Any divorce or custody case originally filed in the Domestic Relations Branch of the Family Court Division that is found to involve allegations of domestic violence or to have a related protection petition filed.
  - iii. Any paternity or support case originally filed in the Child Support Program of the Family Court Operations Division that is found to have a domestic violence issue or to have a related protection petition filed.
  - iv. Any criminal offense originally filed in the Criminal Division that is found at criminal arraignment to involve misdemeanor domestic violence charges.
  - v. In addition to processing civil and criminal domestic violence cases, the DV Division enters information from bench warrants and protection orders (both temporary and civil) into WALES. They also enter information from support and restitution payment orders into the Unisys Child Support Computer System.
- g) Multi-Door Dispute (MDD) Resolution Division: helps parties resolve disputes through mediation and other types of appropriate dispute resolution (ADR) including arbitration, case evaluation and conciliation, in civil, small claims, family, probate, and tax cases filed in other divisions. MDD also provides information, referral, and conciliation services to parties involved in disputes not yet filed in court.
- h) Office of the Auditor-Master: states accounts, determines the value of assets and makes other financial calculations after hearing testimony and receiving documentation from parties. An account is "stated" by setting forth the beginning assets (money, property and valuables), adding additional income and increases in

value of assets, deducting all permissible expenditures, disbursements and losses in value, and determining the ending balance. After making those financial determinations, the Auditor-Master presents a report containing proposed findings of fact and conclusions of law to the Court. Cases may be referred from the Probate, Civil, Family Court Operations, and Tax Divisions.

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

- i. Judge-in-Chambers: responsible for handling a variety of emergency matters from every division of the Superior Court during normal business hours that require expedited judicial decision-making. Requests include Temporary Restraining Orders; the issuance of arrest, bench, and search warrants; as well as the enforcement of foreign judgments.

- ii. Jurors' Office: responsible for the management of juror services for the Superior Court, including qualifying and processing over 300 persons daily for both petit and grand juries, responding to judges' requests for jury panels, and escorting jurors to courtrooms.

- iii. Superior Court Library: houses law books, legal periodicals, and electronic research tools for the use of judges, attorneys, court staff, and the public.

- iv. Child Care Center: provides childcare for children of jurors, witnesses, other parties appearing in court, and court staff. The Child Care Center is open free of charge to all members of the public who have business with the Court.

- v. Office of Court Interpreting Services: provides professional interpreting services free of charge to assist persons having business with the Court who are deaf, hard-of-hearing, or have limited English proficiency. The Office provides court related translations upon request, and is responsible for developing and monitoring DCC's Language Access Plan.

- j) Tax Division: handles all appeals and petitions for review of assessment of taxes made by the District of Columbia and all proceedings brought by the District of Columbia for the imposition of criminal penalties pursuant to the provisions of the DC Code. Most cases involve appeals of property tax assessments by corporations doing business in the District. In these and other civil matters (including appeals of income tax assessments and appeals of the recordation of decedents' estates), the DC Government is the respondent and is represented by the Office of the Attorney General (OAG). Criminal tax cases involve allegations of criminal wrongdoing by

businesses or individual persons and are prosecuted by the OAG. The Tax Office of the Special Operations Division does administrative processing for tax cases.

#### **C.2.4 COURT SYSTEM**

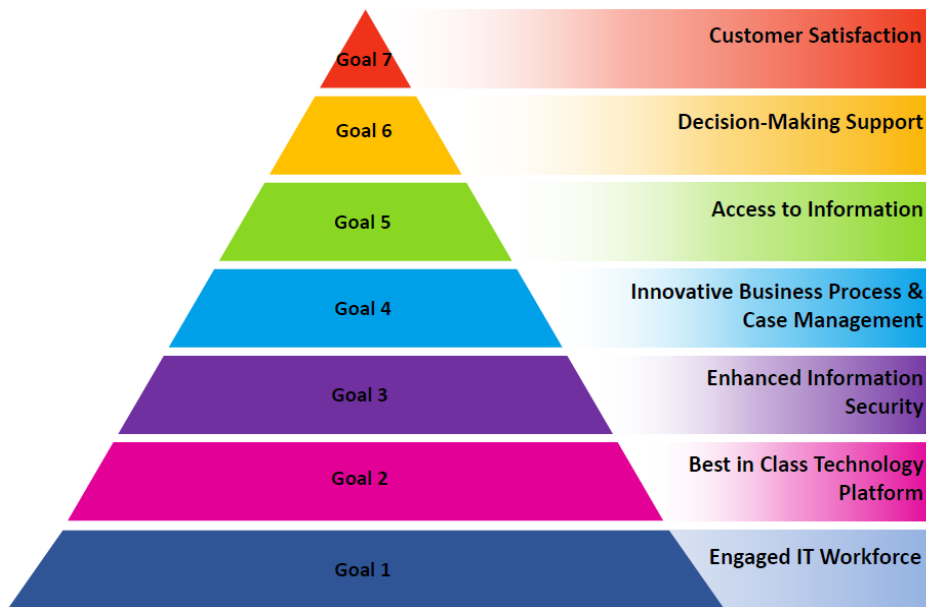
The Court System Deputy provides business support services to the Court of Appeals and Superior Court. This section describes each support service function.

- a) Administrative Services Division: consists of the Office of the Administrative Officer and three branches: the Information Branch, the Procurement and Contract Branch, and the Office Services Branch.
- b) Budget & Finance Division and Chief Financial Officer: makes and implements effective policy, management, stewardship, and program decisions. This Division prepares and administers the DC Courts' annual spending plan (budget); develops and maintains DCC's accounting and reporting system; receives and processes payments (i.e. court fees, fines, and forfeitures) made in the DC Courts; and issues, audits, reviews, tracks and pays vouchers for the Criminal Justice Act (CJA) and Counsel for Child Abuse and Neglect (CCAN) programs as well as makes payments for court-ordered compensation to legal and expert service providers under the DC Courts' Guardianship program.
- c) Capital Projects & Facilities Management Division: provides a high-quality facilities environment for the public, judicial staff, court employees, and others working in the courthouse by creating and maintaining structural facilities that are clean, healthy, functional, and safe. In completing this mission, this division is a responsible steward of public funds.
- d) Center for Education & Training (CET) Division: provides for the DC Courts' judicial officers, employees and professional community the training that is needed and will be needed by the organization as a whole and the individuals serving in it. Training opportunities provided by CET develop the skilled workforce needed for the future. Strategic offerings support and sustain the organizational values and leadership principles of our evolving court system. A pipeline of future supervisors, managers and leaders are well prepared to step-up when called. New employees receive a welcome and orientation that allows them to be engaged from their first days on the job. Members of the judiciary are well versed in the latest science, social science and legal trends, as well as best practices in various court management areas, enabling them to ensure access to justice for all people who appear before them. Hosting dozens of delegations from around the world each year, the CET shares the best of American justice with the global community.
- e) Court Reporting Division: prepares verbatim records of proceedings in DCSC trials, produces transcripts for filing in the DC Court of Appeals and the Superior Court, and prepares transcripts ordered by attorneys, litigants, and other interested parties. Transcripts are produced accurately and timely. The Court Reporting Division provides real-time translation to members of the judiciary to aid in decision-making

and to any party requesting real-time transcription to facilitate access to the Courts and compliance with the Americans with Disabilities Act (ADA).

- f) Human Resources Division: responsible for consistent, uniform implementation of the personnel policies adopted by the Joint Committee on Judicial Administration. The Division maintains systems to help recruit and hire skilled workers, enhance staff development and employee accountability, and promote effective employee-management relations. In addition, the Division provides guidance to management staff by establishing and maintaining work environments that promote service to the public, productivity, and professionalism. The Division also serves as the focal point for compliance with Federal and local statutes prohibiting discrimination in employment by promoting equal employment opportunity for women and members of minority groups who seek employment with the Courts or participation in court programs.
- g) Information Technology Division (ITD): committed to excellence and to ensuring that the business of the DC Courts is efficient and effective by providing a state-of-the-art information technology infrastructure and systems that are reliable, scalable and secure. The ITD strives to work closely with all court divisions to identify and support their information technology needs. In addition, the ITD endeavors to provide technology that streamlines processes and improves public services. The ITD maintains and provides a network and a framework for the DC Courts. Some of these services include network design and maintaining core switching and core network operating centers. The ITD is also responsible for performing administrative and technical work in design, planning, hardware and software installation, storage, backup, hardware purchasing, training, and maintenance of the Courts' information systems. The ITD maintains email communication services, web services, and application support.

To support the DC Courts' mission, the IT Division released a five-year IT Strategic Plan 2018-2022 in 2017 (<https://www.dccourts.gov/sites/default/files/matters-docs/IT-Strategic-Plan-2018-2022.pdf>). The Plan aligns IT priorities with the Courts' strategic goals and defines how IT will support the achievement of the court-wide strategic goals of fair and timely case resolution, access to justice, a strong judiciary and workforce, a sound infrastructure, and public trust and confidence in the courts. The IT Division goals are illustrated in the diagram below:



ITD is comprised of the following units and branches:

- i. Office of the Chief Information Officer (OCIO): provides technology vision and roadmap to achieve short-term and long-term strategic goals; prepares annual division-level operating and capital budgets, and ensures operation within them; establishes IT policies and IT enterprise architecture; and oversees result-driven performance management
- ii. Program Management Office (PMO): manages all IT projects by using industry-best practices, including projects related to the DCSC case management system
- iii. IT Service Desk & Customer Services Branch: provides help desk call center support for all desktops, laptops equipment and peripherals; creates images to allow for expeditious deployment of applications to all desktops and laptops, and other equipment; manages IT assets; and manages IT small purchases
- iv. Applications Development Branch: develops enterprise-level and division-level reports; and develops interfaces between software applications
- v. Business Analysis Branch: provides CMS functional support (including configuration and user support); provides CMS training; documents business requirements for new software development and process improvement projects; and maintains a data warehousing/business intelligence reporting presence

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

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

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

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

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

xi. DCCA IT Branch: provides IT services tailored to the specific needs of the DCCA; maintains and supports the use of the DCCA case management system; responds to service requests specific to the DCCA; provides audio/video support including streaming DCCA oral arguments; administers DCCA VOIP phones; issues DCCA network and software accounts; and maintains applications specific to the DCCA

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

h) Office of the General Counsel: performs a broad spectrum of advisory legal functions, including analysis of pending legislation, drafting proposed legislation, contract and inter-agency agreement review, legal research, and policy interpretation. The Office is charged with protecting the statutorily confidential records of the DC Courts from improper and



unnecessary disclosure. Staff serves as legal advisor to the Superior Court's Rules Committees, various Division advisory committees, and the Board of Judges on all matters concerning revision of the Superior Court's rules. Office employees serve, as assigned by the management of the DC Courts, on a number of other committees in a legal advisory capacity. In addition, the Office assists trial counsel in the preparation of materials and advice on legal proceedings involving the Courts or matters in which the Courts have an interest.

i) Strategic Management Division: leads and coordinates efforts to build the Courts' capacity to develop, execute, and evaluate strategy and perform its mission to serve the public. The Division is responsible for strategic planning and development, research and evaluation, performance measurement, policy and data analysis, and business analytics services that enable judges and court administrators to make decisions based on evidence and best practices and to facilitate the Courts' performance monitoring and accountability to the public as the District's judicial branch. Offerors may find additional relevant information about the DCC online at <http://www.dccourts.gov>.

## **C.3 CURRENT TECHNOLOGY ENVIRONMENT**

### **C.3.1 CURRENT CMS TECHNOLOGIES**

- a) **Current DCCA CMS.** DCCA uses C-Track, a Commercial-Off-The-Shelf (COTS) product developed by Thomson Reuters, for case management. The C-Track CMS includes a fully integrated electronic filing manager (EFM). This version of C-Track has been highly customized by the DCCA to conform to business processes.

The current DCCA CMS was implemented in 2011 and its older codebase is approaching the end of useful life. The system lacks certain capabilities and efficiencies to help manage the DCCA's significant caseload, particularly in view of current judicial vacancies and the lack of an intermediate appellate court in the District of Columbia. Limitations include, among other things, judicial voting native within the CMS and limited reporting capabilities.

- b) **Current Superior Court CMS.** The Superior Court is in the process of implementing a new CMS for the Superior Court. Currently, the Superior Court is using a custom developed system called IJIS. Superior Court is replacing IJIS with the Odyssey Case Management System from Tyler Technologies. The Superior Court and its implementation vendor have planned for two go-live phases. The first go-live, involving non-charge-based case types, occurred October 31, 2022. The second go-live, involving charge-based case types, is planned for 2023. User acceptance is currently underway for several aspects of the implementation.
- c) **Interface between DCCA and Superior Court CMS.** Along with the implementation of the new Superior Court CMS described above, the DCCA and Superior Court are implementing a bi-directional interface between DCCA's C-Track and the Superior Court's new Odyssey CMS. This interface supports the transmission of data pertaining to an appeal, such as events and documents. The interface is in user acceptance testing as of fall 2022.
- d) **Current State of Court Proceedings and Operations.** For the Offeror's information only, please note that because of the COVID-19 pandemic, the Courts have significantly altered operations to keep their mission unchanged while protecting the health and safety of litigants, jurors, judges, and court staff. Recognizing that remote operations offered opportunities to improve service to the public, the Courts launched a "Reimagining the Courts" initiative to apply lessons learned during the pandemic and envision the "new normal." The Courts have been gathering input from judges, staff, attorneys, and other stakeholders, examining innovations sparked by the pandemic conditions, and looking to the future. For the most up-to-date information, please see the Important Notices page of the DC Court of Appeals website (<https://www.dccourts.gov/court-of-appeals>).

### C.3.2 DCC ENTERPRISE IT ENVIRONMENT

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

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

Type	Current Environment, Software, and Hardware
Data Center Server / Storage Platforms	HP C7000 blade servers (and newer), NetApp storage (NAS and SAN) Cluster Data ONTAP version 9.1 (and newer) storage
Operating Systems	MS Servers 2012 R2 (or newer), Server – Windows 2016 Standard and Data Center Edition Client – Windows 10
End User Platforms	Dell Workstations, peripherals
Client Operating System	MS Windows 10 (and newer)
Ticketing System	Cherwell
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
Signature pads	Topaz Signature Pads T-L462-HSB-R
Credit card readers	Ingenico iSC Touch 250 (and newer)
MS Azure PaaS	MS ActiveDirectory – Site-to-Site CISCO VPN
MS Office	MS Word 2016 (and newer)

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

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

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

ITD is committed to providing the Courts with a technical environment that minimizes disruptions by providing technology continuity through redundant or fault-tolerant components. This high availability and disaster recovery design is to ensure that the Courts remain operational even though critical parts of the IT environment may no longer be available.

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

The majority of DCC statistical, analytical and operational reporting requirements are satisfied through the DCC's BI capability. The objective of the DCC BI effort is to provide judicial officers, division directors and senior management with performance measures and

caseload measures, ad-hoc reporting, dashboards, Key Performance Indicators (KPIs), monthly and yearly trends, and scorecards using enterprise data warehouse and reporting tools. The BI system utilizes extract, load and transform (ELT) to transfer data from source databases and loads data into a staging environment, after which it is transformed into dimensions and facts in the warehouse for end user analysis.

#### **C.4 CASE MANAGEMENT SYSTEM DESIRED FUTURE STATE**

The Courts seek a qualified Offeror to replace its current appellate CMS with a proven, web-based, cloud-hosted, highly configurable commercial-off-the-shelf appellate court CMS that meets all requirements outlined in this RFP and its attachments.

The selected Offer shall apply an understanding of industry leading practices, appellate court operations, and the Courts' operating and technical environment, requirements, and opportunities described throughout this RFP.

The Courts seek to modernize operations and gain business process efficiencies, while maintaining the Courts commitment to efficient and effective use of its financial, technology and staff resources. The Courts seek proposals from qualified vendors for a new CMS that will achieve the following:

- a) Satisfies core business needs and requirements with minimal customization;
- b) Provides standard out-of-the-box functionality for appellate courts;
- c) Promotes high configurability;
- d) Promotes a modern look and feel, intuitive technology, and easy user navigation for judges, clerks, and all other constituents;
- e) Promotes data transparency and accurate recordkeeping;
- f) Automates manual processes and uses technology to improve workflow; and
- g) Enhances reporting capabilities.

## **C.5 REQUESTED SCOPE OF WORK AND DELIVERABLES**

### **C.5.1 SCOPE OVERVIEW AND USERS**

The Courts seek a qualified Offeror to replace its current appellate CMS, meet all functional, technical, and integration requirements outlined in this RFP and its attachments, and provide all professional services outlined in this RFP and its attachments. Note that the requirements include specific requirements for e-Filing, document management, and public access – all of which must be satisfied in the proposed solution. The Courts prefer a solution designed for appellate courts, with a proven record of successful implementations of similar size and complexity to the Courts.

The proposed solution shall include an enterprise license and support for all current and future users. At present, the Courts anticipate the following will be the primary users of the DCCA CMS:

User Group:	Approximate Number
DCCA Chief Judge and Associate Judges	9
Additional Judges (e.g., Superior Court judges sitting by designation; Senior Judges; etc.)	10-20
DCCA Clerk’s Office Personnel	40-50
DCCA Judicial Staff	40-50
Court System IT Personnel	10-20

### **C.5.2 HOSTING**

The Courts seek a vendor-hosted Software-as-a-Service (SaaS) solution. The Offeror must propose a data center located within the United States and a secondary data center (backup site) located within the United States.

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

### **C.5.3 SOFTWARE LICENSES & MAINTENANCE OR SUBSCRIPTIONS**

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

### **C.5.4 HARDWARE**

As stated above, the Courts seek a vendor-hosted Software-as-a-Service (SaaS) solution. However, if the Offeror is proposing a solution that will require any hardware, equipment,

or peripherals to optimally use the proposed solution, the Offeror shall explicitly include all such hardware, equipment, and peripherals in the Offeror's proposal and cost proposal. While the Courts may exercise the option to procure hardware from the Offeror or independently, the Offeror shall include all such hardware in the Offeror's proposal. Proposed solutions shall be compatible with the hardware in place at the Courts, as described in Section C.3.2; or if proposed solutions are not compatible, the Offeror shall propose all hardware necessary to optimally run the proposed solution.

#### **C.5.5 WARRANTIES**

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

#### **C.5.6 ESCROW**

The Offeror shall include an escrow agreement with an independent third party for software licensed by the Courts. The escrow agreement shall include software code and Courts' right to access its data and environments. The Offeror shall always keep deposits current with the releases, versions, patches, and other changes in software that is in use by the Courts. The source code, data access, and environment access shall revert to the Courts for the Courts' use if the Offeror files for bankruptcy or protection from creditors in a court of law. The Courts shall then have full rights to use source code, data, and environments for the purposes of continuing the Courts' operations.

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

#### **C.5.7 FUNCTIONAL REQUIREMENTS**

Proposed solutions shall meet the functional requirements in Attachment J.11. The Courts prefer a highly configurable solution designed for appellate courts with most requirements satisfied by out-of-the-box technology.

In addition to the functional requirements in Attachment J.11, the proposed solution shall address integrations and interfaces in the following ways:

**Integrations** are accomplished by configuration or development that makes functionality available within the CMS. Offerors shall propose native or integrated document management and eFiling functionality, as described in **Sections C.5.9 and C.5.10** and **Attachment J. 11**.

**Interfaces** are accomplished by configuration, development, web services, APIs, or other tools, and serve to exchange data with another application. Depending on the interface, users may access exchanged data in the CMS, in the other application, or in both systems. By way of example, a critical interface in the scope of this solicitation is an interface between the future DCCA CMS and the DC Superior Court CMS. **Attachment J.16** provides a list of interfaces, including the frequency and direction of data exchange. Additionally, Offerors will make available to the Courts the same interface tools that are available to the Offeror. Please see **Sections C.5.11 and C.5.12** and **Attachment J.16**.

**The Offeror shall implement all integrations and interfaces listed in this RFP.** The Offeror is required to provide all costs associated with the required interfaces/integrations in Offeror's price proposal.

#### **C.5.8 DOCUMENT MANAGEMENT SYSTEM (NATIVE OR VIA INTEGRATION)**

The proposed solution shall include natively, or integrate with, a document management system (DMS) that meets the requirements included in Attachment J.11 and is easy to use.

Offerors shall include data, document, and image migration costs to meet the Courts' document management requirements and migrate to the proposed solution.

If the Offeror proposes a solution that does not natively include document management, the Offeror must propose a third-party DMS and services to integrate with that DMS in near-real time, and the Offeror shall provide licenses and support for the DMS. Offerors shall include in their proposals the cost of document management system licensing and support.

#### **C.5.9 EFILING SYSTEM (NATIVE OR VIA INTEGRATION)**

The proposed solution shall include natively, or integrate with, an eFiling solution.

If the Offeror proposes a solution that natively includes eFiling, the proposed solution must also be able to allow for filings from other eFiling Service Providers.

If the Offeror proposes a solution that does not natively include eFiling, the Offeror must propose a third-party eFiling and services to integrate with that third-party eFiling in near-real time.

The Courts' appellate eFiling requirements are in Attachment J.11. Note that the Courts require support services for all eFile users, as included in the technical requirements in Attachment J.11 and in section C.5.26 of this RFP.

#### **C.5.10 INTERFACE TOOLS**

The proposed CMS solution shall be capable of interfacing with internal and external systems and shall provide tools that enable the Courts to implement such interfaces. The proposed solution shall include tools that enable the Courts to establish future



integrations/interfaces. Required tools include, at minimum, Application Programming Interfaces (APIs) and web services for all commonly used interface components. Offerors shall provide such tools and train the Courts to use the tools early during system development to enable the Courts to develop certain, agreed-upon interfaces prior to system go-live.

#### **C.5.11 INTERFACE CREATION**

The Offeror shall implement all integrations and interfaces listed in this RFP. The Offeror is required to provide all costs associated with the required interfaces/integrations in Offeror's price proposal. Additionally, Offerors will make available to the Courts the same interface tools that are available to the Offeror. Offerors are required to include costs of completing all interfaces/integrations listed in this RFP.

Each interface shall:

- Account for all transactions (successful, partially successful, and failures) and be capable of generating end-user reports;
- Include notifications in case of failure to send or receive information as expected;
- Include the ability to queue transactions;
- Function when the CMS is operational, except for planned maintenance

**Attachment J.16** describes current and future state system-to-system interfaces. For current interfaces, the replacement interfaces must provide at minimum the same data feeds currently in production; there can be no loss or interruption of data currently being exchanged.

#### **C.5.12 TECHNICAL AND PERFORMANCE REQUIREMENTS**

Proposed solutions shall meet the technical requirements in Attachment J.11. The Courts require a highly configurable solution and prefer that most requirements are satisfied by out-of-the-box technology.

#### **C.5.13 PROJECT MANAGEMENT**

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

The Offeror shall collaborate as directed with the Courts and its other vendors, such as vendors with whom the Courts may contract for organizational change management (OCM), training and communication planning, and/or third-party project management. The Offeror shall collaborate as directed, which may include activities such as coordinating schedules, aligning project management activities, providing access to systems and environments, etc.

The Offeror's Project Manager shall communicate and collaborate with the Courts' project manager to effectively plan and coordinate key tasks including requirements validation, system configuration, solution testing, software installation, data conversion and training. The Offeror's Project Manager shall manage the Offeror's project team and employ management methods in alignment to industry best practices, such as ITIL v3.

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

The Offeror's Project Manager shall demonstrate prior experience successfully managing an implementation of a similar size, scope and complexity to that of the proposed solution, and shall have a Project Management Professional (PMP) certification. The Courts prefer that the Offeror's Project Manager have experience successfully managing an implementation with appellate court(s) specifically.

The Offeror's Project Manager and key personnel shall be on-site for key activities, as mutually agreeable with court personnel. Examples may include on-site participation in training and system go-live. The Offeror's project team may be required to be on-site at the Courts' location(s) for other portions of the project as well. The Offeror's project team shall coordinate project activities with court personnel who are both on-site and teleworking.

The Courts reserve the right to review the resumes of the Offeror's proposed Project Manager and to meet with candidates before approving the appointment of such Project Manager. This includes the right to review and consult with the Courts prior to beginning the project and if at any point it becomes necessary to replace the Project Manager.

#### **C.5.14 GAP ANALYSIS**

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

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

#### **C.5.15 DESIGN, CONFIGURATION, AND CUSTOMIZATION**

The Offeror shall design the technical and functional future state of the solution for the Courts, configure the solution to meet the Courts' requirements, and perform customization(s) that the Courts deem necessary in order to meet requirements. Design, configuration, and customization includes all activities and costs needed to accomplish the required functionality, integrations, interfaces, reports, and other requirements contained in this RFP.

The Offeror shall provide professional services to configure and develop up to 10 reports and queries. **Attachment J.12** contains a representative list of sample reports and queries required.

**C.5.16 SYSTEM DOCUMENTATION**

The Offeror shall provide detailed documentation about all aspects of the solution development, architecture, and configuration, including all interfaces, integrations, and any third-party tools that are part of the proposed solution. The Offeror shall provide documentation for the Courts’ system administrators, end-user documentation and documentation for the Court’s help desk.

**C.5.17 DATA AND DOCUMENT CONVERSION**

The Offeror shall convert **all** records and data from the DCCA’s current environment to the proposed solution.

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

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

Source System	Record / File Type	Number of Records (As of 9/27/2022)	Database Size (As of 9/27/2022)	Estimated Growth per Month
C-Track	Case Records, including draft and accepted e-filings	121,516	8 GB	<200 MB

***In addition***, the Offeror shall convert and re-index all the DCCA’s documents and images accurately from the document management system to the new solution, including older microfilm and microfiche case records that the Courts will convert to PDF. Below is an overview of the DCCA’s records in the current environment:

Source System	Record / File Type	Estimated Number (As of 8/9/2022)	Estimated Growth per Month
Shared Drive	PDF	340,110 documents	1700 documents
Shared Drive	PDF converted from microfilm	5,500 rolls of microfilm	None
Shared Drive	PDF converted from microfiche	765,000 images	None

### **C.5.18 TESTING**

The Offeror shall provide unit, integration, and regression testing. The Offeror shall prepare data for testing and shall perform testing of system configurations, customizations, integrations, interfaces, and data migration.

In addition to the Offeror conducting its own internal testing, the Offeror shall facilitate User Acceptance Testing at appropriate stages of the project. The Offeror shall coordinate with the Courts to develop test scripts and acceptance criteria for all requirements.

The Offeror must use a tool, such as IBM Rational Quality Manager, to manage the software development lifecycle related to delivering data, configurations, customizations, integrations, interfaces, migration, test scripts, and acceptance criteria to the Courts for all testing phases, automating regression tests, and documenting bugs. Data shall be exportable from the Offeror's proposed software development lifecycle management tool.

### **C.5.19 QUALITY ASSURANCE**

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

### **C.5.20 TRAINING**

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

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

Note that this section C.5.20 is optional at the discretion of the Courts. The Courts may decide to procure training services separately from this solicitation; however, Offerors are required to respond to this section C.5.20 and provide corresponding pricing in Attachment J.14 in order to be responsive to this RFP.

### **C.5.21 INTEGRATION SERVICES**

The Offeror shall provide all professional services required to implement the integrations outlined in this RFP, including sections in C.5.7 – C.5.9 and Attachment J.16.

As noted previously, the Courts define integrations as configuration or development that makes functionality available within the CMS.

### **C.5.22 INTERFACE SERVICES**

The Offeror shall provide all professional services required to implement all interfaces outlined in this RFP, including sections C.5.10 – C.5.11 and Attachment J.16.

As noted previously, the Courts define interfaces as configuration, development, web

services, APIs, or other tools, and serve to exchange data with another application. Depending on the interface, users may access exchanged data in the CMS, in the other application, or in both systems. By way of example, a critical interface in the scope of this solicitation is an interface between the future DCCA CMS and the DC Superior Court CMS. Additionally, Offerors will make available to the Courts the same interface tools that are available to the Offeror.

#### **C.5.23 IMPLEMENTATION TIMELINE**

The Offeror shall provide the proposed timeline within which the Offeror will complete all prerequisite activities for a system go-live. Specifically, the Offeror's timeline shall state the number of months planned between contract execution and full system go-live. If multiple go-lives are proposed, Offeror shall propose the specific timeline for each go-live. Offeror's proposal shall include a proposed implementation approach and plan that supports the proposed timeline.

#### **C.5.24 GO-LIVE**

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

#### **C.5.25 POST GO-LIVE SUPPORT AND MAINTENANCE**

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

- a) Built-in system help functions;
- b) Searchable knowledge base;
- c) Support telephone numbers, email contact information, and online chat features;
- d) Online ticketing system (preferably, an online ticketing system that enables reporting issues from within the CMS);
- e) Tier 2 support for all escalated CMS issues, including all in-scope modules, functionality, and services. Offerors may assume that the Courts will provide Tier 1 intake tickets and requests from CMS users, and that Courts will escalate Tier 2 tickets to the Offeror. The required response and resolution times are included in **Attachment J.11 Technical Requirements**;
- f) Tier 1 and Tier 2 support for eFiling and all eFile users. This shall include a phone-based help desk Mondays through Saturdays from 8:00 AM to 6:00 PM Eastern Time. It shall include a way for eFilers to submit inquiries electronically (such as by email or online ticketing system) at any time and any day, and the Offeror shall respond during the help desk days and hours specified in this section. In addition, it would be beneficial to provide troubleshooting support in the form of automated

chat bots 24 hours per day 7 days per week, if available. The required response and resolution times are included in **Attachment J.11 Technical Requirements**; and

- g) The Offeror shall test, train, and provide the Courts system administrators with written, editable documentation as necessary on releases, system updates, enhancements, software patches, and corrections to software bugs.

**SECTION D - PACKAGING AND MARKING**

**THIS SECTION IS INTENTIONALLY LEFT BLANK.**

## **SECTION E - INSPECTION AND ACCEPTANCE**

### **E.1 Inspection Of Services.**

(a) "Supplies," as used in this clause, includes, but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notification of rejection. Upon the Contractor's failure to cure within ten (10) days after date of notification, the Court may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense.

(c) The Contractor shall provide and maintain an inspection system acceptable to the Court covering supplies under this contract and shall tender to the Court for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Court during contract performance and for as long afterwards as the contract requires. The Court may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under this contract.

(d) The Court has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Court will perform inspections and tests in a manner that will not unduly delay the work. The Court assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in the contract.

(e) If the Court performs inspection or test on the premises of the Contractor or subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities, and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Court will bear the expense of Court inspections or tests made at other than Contractor's or subcontractor's premises, provided, that in case of rejection, the Court will not be liable for any reduction in the value of inspection or test samples.

(1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.



(2) Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.

(f) The Court has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or otherwise not in conformity with contract requirements. The Court may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and when required, shall disclose the corrective action taken.

(h) If the Contractor fails to remove, replace, or correct rejected supplies that are required to be replaced or corrected within ten (10) days, the Court may either (1) by contract or otherwise, remove, replace or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i) If this contract provides for the performance of Court quality assurance at source, and if requested by the Court, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract, and (ii) when the supplies will be ready for Court inspection.

(j) The Court request shall specify the period and method of the advance notification and the Court representative to whom it shall be furnished. Requests shall not require more than two business days of advance notification if the Court representative is in residence in the Contractor's plant, nor more than seven business days in other instances.

(k) The Court will accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Court failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability upon the Court, for non-conforming supplies.

(l) Inspections and tests by the Court do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(m) If acceptance is not conclusive for any of the reasons in subparagraph (l) hereof, the Court, in addition to any other rights and remedies provided by law, or under provisions of this

contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or noncompliance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Court will have the right to return the rejected materials at Contractor's risk and expense or contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Court thereby.

## **E.2 Acceptance of Services**

E.2.1 Services shall be accepted by the Contracting Officer's Technical Representative ("COTR"). The COTR will be identified in section G.4.2 of this solicitation.

## **SECTION F - DELIVERIES AND PERFORMANCE**

### **F.1 Term of Contract:**

F.1.1 The term of the contract shall be three (3) years from date of award of the contract. The date of award shall be the date the Contracting Officer signs the contract document.

### **F.2 Option Period:**

The Courts may extend the term of this contract for up to two (2) optional one-year periods, or a fraction or multiple fractions thereof, at the sole discretion of the Courts.

### **F.2.1 Option to Extend the Term of the Contract:**

The Courts may extend the term of this contract for up to two (2) optional one-year periods (year 4 and year 5), 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 Offeror shall include in its price proposal, the price for the base year and all option years. Failure to submit price for base year and all option years shall cause the Courts to exclude your offer from further consideration.

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

F.3

**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 the deliverables specified below within the designated time frames:

CLIN	Deliverable Name	Due Date	Payment Schedule
1.	Project Charter	TBD	TBD
2.	Work Breakdown Structure (WBS) – to include detailed project activities, plan, and schedule (due within fourteen (14) days of Contract Award)	TBD	TBD
3.	Project Management Plan – including scope, schedule, budget, quality, communication, stakeholder, risk, configuration, and change management plans	TBD	TBD
4.	Weekly Project Status Meetings, Status Reports, and other Project Management Communications	TBD	TBD
5.	Gap Analysis – including documented findings and recommendations related to requirements and system capabilities	TBD	TBD
7.	Infrastructure Design – system and database architecture documentation	TBD	TBD
8.	Installation and Implementation Plan	TBD	TBD
9.	Integration Plan	TBD	TBD
10.	Interface Plan	TBD	TBD
11.	Conversion/Migration Plan – may include documents/images, depending upon Offeror's approach to document management	TBD	TBD
12.	Testing and Quality Assurance Plan	TBD	TBD
13.	Software Installation, including third party software	TBD	TBD
14.	Hardware and Peripheral Installation	TBD	TBD
15.	Data and Document/Image Mapping	TBD	TBD
16.	Completed Conversion – will include data and may include documents/images, depending upon Offeror's approach to document management	TBD	TBD
17.	User Acceptance Test Scripts, Test Cases, and Acceptance Criteria	TBD	TBD
18.	Testing Reports	TBD	TBD
19.	Training Plan (this Deliverable is optional at the discretion of the Courts)	TBD	TBD
20.	Training Materials – including written and web-based materials (this Deliverable is	TBD	TBD

CLIN	Deliverable Name	Due Date	Payment Schedule
	optional at the discretion of the Courts)		
21.	Facilitated Training Sessions (this Deliverable is optional at the discretion of the Courts)	TBD	TBD
22.	Customizable User Guide	TBD	TBD
23.	System Documentation, including: <ul style="list-style-type: none"> <li>• Electronic system administration manual</li> <li>• All codes, customizations, and configurations</li> <li>• Entity Relationship Diagram</li> <li>• Data Dictionary</li> <li>• System Application Guide</li> <li>• Interface Tool Documentation and Guide</li> </ul>	TBD	TBD
24.	Go-Live Plan	TBD	TBD
25.	Go-Live and On-Site Go-Live Support	TBD	TBD
26.	Post-Go-Live Support and adherence to agreed-upon Service Level Agreements	TBD	TBD
27.	Warranties	TBD	TBD
28.	Up to date deposits per Escrow Agreement	TBD	TBD

## SECTION G - CONTRACT ADMINISTRATION DATA

### G.1 **Payment/Invoices.**

- A. The Contractor shall be compensated in the following manner: fixed fees for completed and accepted deliverables. The Courts will make invoice payments on a fixed fee/milestone deliverable basis for the scope of work outlined in this RFP and the resulting contract 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. Effective June 8, 2018 all invoices and payment request shall be submitted electronically through the U.S. Department of the Treasury's **Invoice Processing Platform (IPP)** System using the "Bill to Agency" of Interior Business Center-FMD. The IPP website address is <https://www.ipp.gov>. In addition, it is the vendor's (contractor's) 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@discal.treasury.gov](mailto:IPPCustomerSupport@discal.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:
  - 1. Name and address of the Contractor,
  - 2. The purchase order number,
  - 3. Invoice date,
  - 4. Invoice number,
  - 5. Name of the Contracting Officer Technical Representative (COTR), COTR email address, and description, quality, unit of measure, and extended price of the services or supplies actually rendered.
- E. Once the electronic invoice has been submitted through IPP, no later than two 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. The Contracting Officer's Technical Representative (COTR) shall review each electronic invoice for certification of receipt of satisfactory services prior to authorization of payment.

F. **Final Invoice**

The Contractor shall submit final electronic invoice (s) within thirty (30) days after the expiration of this contract. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement. The Contractor must contact the COTR in order to obtain a DC Courts Release of Claims form. Upon receipt of the form, the Contractor must complete and submitted the Release of Claims form as well as provide a copy of the final electronic invoice to the COTR.

G. **Tax Exempt**

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

G.2 In addition, the Contractor shall complete  
**Attachment J.8 - District of Columbia Courts Release of Claims form and submit to the Contracting Officer.**

G.3 **Audits:**

G.3.1 At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor's invoices or vouchers and statements of costs audited. Any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the Court and a discrepancy of overpayment is found, the Court shall be reimbursed for said overpayment within thirty (30) days after written notification.

G.4 **Contracting Officer and Contracting Officer's Technical Representative (COTR).**

G.4.1 **Contracting Officer.** The District of Columbia Superior Court Contracting Officer who has the appropriate contracting authority is the only Court official authorized to contractually bind the Court through signing contract documents. All correspondence to the Contracting Officer shall be forwarded to:

Darlene D. Reynolds, CPPB, GWCCM  
Procurement and Contracts Branch Manager  
Administrative Services Division  
District of Columbia Courts  
700 6th Street, N.W., 12 Floor  
Washington, D.C. 20001  
Telephone Number: (202) 879-2872  
Email: [Darlene.reynolds@dccsystem.gov](mailto:Darlene.reynolds@dccsystem.gov)

G.4.2 **Contracting Officer's Technical Representative (COTR):**

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

Jed Miller  
 DCCA IT Manager  
 Information Technology Division  
 District of Columbia Courts  
 430 E St, NW, Suite 131  
 Washington, DC 20001  
 Telephone Number: (202) 879 2738

**G.5 Authorized Representative of the Contracting Officer.**

G.5.1 The COTR will have the responsibility of ensuring that the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in this contract. It is understood and agreed that the COTR shall not have authority to make changes in the scope or terms and conditions of the contract.

**G.6 Payment Office**

G.6.1 The Contractor shall prepare and submit invoices electronically or mail and in duplicate copies to (refer to Section G.1.E):

Accounting Supervisor Financial Operations Division D.C. Superior Court 700 6 <sup>th</sup> Street, NW, 12 <sup>th</sup> Floor Washington, DC 20001 Telephone Number: (202) 879-2813 Email: <a href="mailto:accountingbranch@dccsystem.gov">accountingbranch@dccsystem.gov</a>	Jed Miller DCCA IT Manager Information Technology Division District of Columbia Courts 430 E Street, NW, Suite 131 Washington, DC 20001 Telephone Number: (202) 879 2738
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**G.6.2 THE RESULTANT CONTRACTOR IS HEREBY FOREWARNED THAT ABSENT THE REQUISITE AUTHORITY OF THE COTR TO MAKE ANY SUCH CHANGES, CONTRACTOR MAY BE HELD FULLY RESPONSIBLE FOR ANY CHANGES NOT AUTHORIZED IN ADVANCE, IN WRITING, BY THE CONTRACTING OFFICER, MAY BE DENIED COMPENSATION OR OTHER RELIEF FOR ANY ADDITIONAL WORK PERFORMED THAT IS NOT SO AUTHORIZED, AND MAY BE ALSO BE REQUIRED, AT NO ADDITIONAL COST TO THE COURTS, TO TAKE ALL CORRECTIVE ACTION NECESSITATED BY REASON OF THE UNAUTHORIZED CHANGES.**



## **SECTION H - SPECIAL CONTRACTS REQUIREMENTS**

### **H.1 Other Contractors.**

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

### **H.2 Disclosure of Information.**

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

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

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

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

### **H.3 Rights in Data.**

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

- H.3.2 The term "Technical Data" as used herein, means recorded information regardless of form or characteristic. It may, for example, document research, experimental, developmental work, or be used to define a design or process to produce, support, maintain, or update material or documentation. The data may be character, graphic or pictorial delineation in media such as drawings or photographs, text, or related design or performance type documentation. Examples of technical data include research data, documentation drafts, lists, specifications, profiles, standards, process sheets, manuals, and technical reports.
- H.3.3 The term "Computer Software" as used herein, means all computer programs and relational computer databases, "Computer Programs" as used herein are defined as a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. Computer programs include operating systems, assemblers, compilers, interpreters, database management systems, utility programs, sort/merge programs, and automatic data processing equipment (ADPE) maintenance diagnostic programs.
- H.3.4 All data first produced in the performance of any contract resulting from this solicitation process shall be the sole property of the District of Columbia Courts. The offeror hereby acknowledges that all data, including, without limitation, produced by the offeror for the process, are works made for hire and are the sole property of the District of Columbia Courts; but, to the extent any such data may not, by operation of law, be works made for hire, the Contractor shall transfer and assign to the Courts the ownership of copyright in works, whether published or unpublished. Further, the Contractor agrees to give the Courts all assistance reasonably necessary to perfect such rights, including but not limited to the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights at common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in any manner or form, authorize others to do so, without written consent of the District of Columbia Courts until such time as the Courts may release such data to the public domain. The Courts shall not unreasonably withhold consent to the offeror's request to publish or reproduce data in professional or public relations trade publications.
- H.3.5 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:

H.3.6 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;

H.3.7 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;

H.3.8 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.

H.3.9 The restricted rights set forth in section H.3.5- H.3.8 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.3.10 In addition to the rights granted in Section H.3.5- H.3.8 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 H.3.5- H.3.8 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.

H.3.11 Whenever any data, including computer software, are to be obtained from a

subcontractor under this contract, the Contractor shall use this clause, H.3, 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.

H.3.12 For all computer software furnished to the Courts with the rights specified in Section H.3.4, the Contractor shall furnish to the Courts, a copy of the source code with such rights of the scope specified in Section H.3.4. For all computer software furnished to the Courts with the restricted rights specified in Section H.3.5- H.3.8, 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.

H.3.13 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.

H.3.14 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.

H.3.15 Paragraphs H.3.5- H.3.8, H.3.9, H.3.10, H.3.13 and H.3.14 above are not applicable to material furnished to the Contractor by the Courts and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

#### **H.4 Key Personnel**

H.4.1 The personnel named in the technical proposal will remain responsible throughout the period of this contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval being granted by the Contracting Officer.

## **H.5 Data Sources**

H.5.1 The Courts will provide the successful Offeror all available data possessed by the Courts that relates to this contract. However, the successful Offeror is responsible for all costs for acquiring other data or processing, analyzing or evaluating Courts data.

## **H.6 Safeguards of Information**

H.6.1 Unless approved in writing by the Contracting Officer, the successful Offeror may not sell or give to any individual or organization any information, reports, or other materials given to, prepared or assembled by the successful Offeror under the final contract. The successful Offeror(s) must maintain all records in compliance with federal and state laws and regulations.

## **H.7 Access to and Inspection of Work**

H.7.1 The Courts' Representatives will, at all times, have access to the work being performed under this contract wherever it may be in progress or preparation.

## **H.8 Americans with Disabilities Act Requirements**

H.8.1 The Courts is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all Courts programs, activities and services. Government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any Courts contractual agreement must make the same commitment. Your acceptance of this contract acknowledges your commitment and compliance with ADA.

## **H.9 News Release by Vendors**

H.9.1 As a matter of policy, the Courts do not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation will not be made by a contractor without the prior written approval of the Courts. All proposed news releases shall be routed to the Contracting Officer for review and approval.

## **H.10 Security Requirements**

H.10.1 The requirement for Contractor personnel to obtain a security clearance as designated by the Contracting Officer may arise per District of Columbia Courts security policies and procedures. The District of Columbia Courts will notify the Contractor of all such requirements as soon as practicable.

## **H.11 Contractor Management Responsibility (MAR 2010)**

H.11.1 The Contractor shall appoint a Project Manager who will be the Contractor's Authorized Representative for technical and administrative performance of all services required hereunder. The Project Manager shall provide the single point of contact through which all Contractor/Court communications, work and technical direction shall flow. The Project Manager will be present at scheduled deliverables presentations and responsible for insuring that any requested changes be made to the final product. The Contractor shall identify the Project Manager, in writing, within 5 days of contract award.

## **H.12 Suspension of Work (Mar 2010)**

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Courts.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed-

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

**H.13 Court Delay of Work (MAR 2010)**

(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed-

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved; and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

**H.14 Safety Precautions (MAR 2010)**

(a) The Contractor shall perform all work in accordance with the Safety Standards of the District of Columbia and the Occupational Safety and Health Act of 1970.

(b) The Contractor or his representative shall be thoroughly familiar with these standards and have copies of the same available at the project site at all times.

(c) The Courts, its officers, agents, servants and employees shall not be held liable for any property damages or physical harm resulting from inadequate protection.

**H.15 Use of Premises (MAR 2010)**

(a) The Contractor shall not load or permit the loading of any part of any structure to such an extent as to endanger its safety.

(b) The Contractor shall comply with the regulations governing the operation of premises which are occupied and shall perform his contract in such a manner as not

to interrupt or interfere with the conduct of Court.

(c) Any work necessary to be performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the Court.

(d) The Contractor shall use only such entrances to the work area as designated by the COTR.

(e) Any work, once started, shall be completed as rapidly as possible and without unnecessary delay.

(f) Only such portions of the premises as required for proper execution of the contract shall be occupied.

(g) All work shall be performed in such manner as to cause minimum annoyance to occupants of adjacent premises and interference with normal traffic.

(h) Work performed in existing buildings shall be executed in a manner that will cause minimum interference with facility occupants.

(i) All work shall be carried on in an orderly manner performed in such manner to cause minimum:

(1) Interference with or disruption of normal activities in the building which is occupied; and

(2) Noises or disturbances.

## **H.16 Access to Building (MAR 2010)**

(a) Contractor will be given access to the building, except secure areas or where work is specified to be performed at specified periods.

(b) Contractor will be given access to buildings only on Monday through Friday of each week.

(c) Contractor shall make all necessary arrangements for access to the building after regular working hours and/or for work on Saturday, Sunday or Holidays with the COTR.

(d) Should the Contractor desire to work on Saturdays, Sundays, or holidays, he/she must receive permission in writing from the COTR or designee. If



permission is granted, all work performed shall be at no additional expense to the Court.

**H.17 Availability of Funds for The Next Fiscal Year (MAR 2010)**

H.17.1 This contract shall be terminated if funds are not made available for the continuation of the contract in any fiscal year covered by the contract. The Court's obligation for performance of this contract beyond this fiscal year is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Courts for any payment may arise for performance under this contract beyond this fiscal year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

**H.18 Subcontracts (MAR 2010)**

- (a) Nothing contained in the contract documents shall be construed as creating any contractual relationship between any subcontractor and the Court.
- (b) The divisions or sections of the specifications are not intended to control the Contractor in dividing the work among the subcontractors or to limit the work performed by any trade.
- (c) The Contractor shall be as fully responsible to the Court for the acts and omissions of subcontractors, and of persons employed by them as he is for the acts and omissions of persons directly employed by him.
- (d) The Contractor shall be responsible for the coordination of the trades, subcontractors, materials, and persons engaged upon his work.
- (e) The Court will not undertake to settle any differences between the Contractor and his subcontractors or between subcontractors.
- (f) 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.

**H.19 Publicity**

**H.19. The Contractor shall at all times obtain the prior written approval from the Court's Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement or issue any material, for publication through**

**any medium of communication, bearing on the work performed or data collected under this contract.**

**H.20 Protection of Property:**

H.20.1 The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

**H.21 Liability**

H.21.1 The Contractor shall hold the District of Columbia free of any damages resulting from consumption of products delivered under this contract, when such damages are attributed to foreign material or other defects in products delivered by the Contractor.

**H.22 Data Sources**

H.22.1 The Courts will provide the successful Offeror all available data possessed by the Courts that relates to this contract. However, the successful Offeror is responsible for all costs for acquiring other data or processing, analyzing or evaluating Courts data.

**H.23 Safeguards of Information**

H.23.1 Unless approved in writing by the Contracting Officer, the successful Offeror may not sell or give to any individual or organization any information, reports, or other materials given to, prepared or assembled by the successful Offeror under the final contract. The successful Offeror(s) must maintain all records in compliance with federal and state laws and regulations.

**H.24 Access to and Inspection of Work**

H.24.1 The Courts' Representatives will, at all times, have access to the work being performed under this contract wherever it may be in progress or preparation.

**H.25 Wage Rates**

H.25.1 The Contractor shall be bound by the attached Wage Determination No.2015-4281, Revision No. 25, dated December 27, 2022, issued by the U.S. Department of Labor, in accordance with the Service Contract Act of 1965, as amended (41(U.S.C. 351, incorporated herein as J.10. The Contractor shall be bound by the prevailing wage rates for the term of the contract. If the Courts exercise any option year, the Contractor shall be bound by the wage determinations in effect at that time.

H.26 **Prompt Payment Act**

H.26.1 The Courts will pay interest (late charge) on each electronically received and approved invoice pursuant to the Prompt Payment Act, 31 U.S.C. 3901 et seq.

## **PART II**

### **SECTION I - CONTRACT CLAUSES**

**I.1      Applicability of General Provisions Applicable to the DC Courts Contracts.**

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

**I.2      Restriction On Disclosure and Use of Data.**

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

**I.3      Ethics in Public Contracting.**

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

**I.4      Disputes.**

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

**I.5      Laws and Regulations.**

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

**I.6      Non-Discrimination.**

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

**I.7      Examination of Books and Records.**

The Contracting Officer or any of the Contracting Officer's duly authorized

representatives shall, until three years after final payment, have the right to examine any directly pertinent books, documents, papers and record of the Contractor involving transactions related to the contract.

**I.8 Record Keeping.**

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

**I.9 Subcontracts.**

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

**I.10 Protest.**

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

I.10.1.1 Administrative Services Division  
District of Columbia Courts  
7000 6<sup>th</sup> Street, N.W., 12<sup>th</sup> Floor  
Washington, DC 20001

I.10.2 A protest shall include the following:

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

I.10.2.2 solicitation or contract number;

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

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

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

**I.11 Debriefing (MAR 2010)**

I.11.1 An unsuccessful offeror may request a debriefing by submitting a written request to the Contracting Officer at the address specified in I.11 above within (3) calendar days from the date of receipt of the notification of award.

**I.12 Insurance.**

**I.12.1 General Requirements**

The Contractor 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 giving the evidence of required coverage prior to commencing work under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of that insurer(s) have been provided to and accepted by the Contracting Officer. 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-VIII or higher. All insurance shall set forth the District of Columbia Courts as an additional insured. The policies of insurance shall provide for at least thirty (30) day written notice to the District of Columbia Courts prior to their termination or material alteration. The Contractor shall require all subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) days prior written notice in the event that a stated limit in the declaration page is reduced via endorsement or the policy is cancelled prior to the expiration date shown on the certificate. The Contractor shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium

**1.12.1.1 Automobile Liability Insurance**

The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of the contract. The policy shall provide a \$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

**1.12.1.2 Workers' Compensation Insurance**

The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

I.12.1.3 **Employer's Liability Insurance**

The Contractor shall provide employer's liability insurance as follows: \$1 million per accident for injury; \$1 million per employee for disease; and \$1 million for policy disease limit.

I.12.2 **Duration**

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

I.12.3 **Liability**

These are the required minimum insurance limits required by the Courts. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS WILL IN NO WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**

I.12.4 **Measure of Payment**

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

I.12.5 **Notification**

The Contractor shall immediately provide the Contracting Officer with written notice in the event its insurance has or will be substantially changed, cancelled or not renewed, and provide an updated Certificate of Insurance to the Contracting Officer.

I.12.6 **Certificates of Insurance**

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

Ahmad Stanekzai  
Senior Contract Specialist  
700 6<sup>th</sup> Street, NW., 12<sup>th</sup> Floor  
Washington, DC 20001

Phone: (202) 879-7584  
[Ahmad.stanekzai@dccsyttem.gov](mailto:Ahmad.stanekzai@dccsyttem.gov)

**I.12.7 Disclosure of Information**

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

**I.13 Cancellation Ceiling**

In the event of cancellation of the contract because of nonappropriation for any fiscal year after this fiscal, there shall be a cancellation ceiling of zero dollars representing reasonable preproduction and nonrecurring costs, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

**I.14 Order of Precedence (MAR 2010)**

**I.14.1** Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) Supplies and Services or Price/Cost Section (Section B);
- (b) Specifications/Work Statement (Section C);
- (c) Special Contract Requirements (Section H);
- (d) Deliveries and Performance (Section F);
- (e) Contract Clauses (Section I);
- (f) Contract Administration Data (Section G);
- (g) Inspection and Acceptance (Section E); and
- (h) Contract Attachments (Section J) in the order they appear.

**I.15 CONTINUITY OF SERVICES (MAR 2010)**

(a) The Contractor recognizes that the services under this contract are vital to the



Courts and must be continued without interruption and that, upon contract expiration, a successor, either the Courts or another contractor, may continue them. The Contractor agrees to-

- (1) Furnish phase-in training; and
- (2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency. (c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

I.16

**Time**

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

**PART III**

**SECTION J - LIST OF ATTACHMENTS**

- J.1            General Provisions Applicable to DC Courts Contracts**
- J.2            Anti-Collusion Statement**
- J.3            Ethics in Public Contracting**
- J.4            Non-Discrimination**
- J.5            Certification of Eligibility**
- J.6            Tax Certification Affidavit**
- J.7            Certification Regarding a Drug-Free Workplace**
- J.8            District of Columbia Courts Release of Claims**
- J.9            Past Performance Evaluation Form**
- J.10          Wage Determination**
- J.11          Functional and Technical Requirements**
- J.12          Sample Reports and Queries**
- J.13          Offeror References and Solution Users**
- J.14          Price Proposal Template**
- J.15          Question Submission Template**
- J.16          Interface Descriptions**

## PART IV

### REPRESENTATIONS AND INSTRUCTIONS

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

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

days performance duration, but in any case, by a date prior to when performance is expected to be completed.

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

- (i) Take appropriate personnel action against such employee, up to and including termination; or
- (ii) Require such employee to satisfactorily participate in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

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

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

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

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

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

Print Name of Authorized Representative	Title
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Signature of Authorized Representative

**K.2 REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS**

**K.2.1 ACKNOWLEDGMENT OF AMENDMENTS**

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

<b>AMENDMENT NO.</b>	<b>DATE</b>	<b>AMENDMENT NO.</b>	<b>DATE</b>

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

**K.3. 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.4. 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 26 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.

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EXCLUDED END PRODUCTS	COUNTRY OR ORIGIN
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**K.5. 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.6. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

- (a) Each signature on the offer is considered to be a certification by the signatory that:
  - (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offer;
  - (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other offeror or competitor before offer opening unless otherwise required by law; and
  - (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
  
- (b) Each signature on the offer is considered to be a certification by the signatory that

the signatory;

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

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above:

\_\_\_\_\_  
(insert full name or person(s) in the organization responsible for determining the prices offered in this offer and the title of his or her position in the Offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b) (2) (1) above have not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above; and

(iii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.

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

#### **K.7. 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.8. PAYMENT IDENTIFICATION NO.**

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

Please list below applicable vendor information:



Federal Tax Identification Number: \_\_\_\_\_

Or

Social Security Number: \_\_\_\_\_

Dun and Bradstreet Number: \_\_\_\_\_

Legal Name of Entity Assigned this Number: \_\_\_\_\_

Street Address and/or Mailing Address: \_\_\_\_\_

City, State, and Zip Code: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

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

## **PART IV**

### **REPRESENTATIONS AND INSTRUCTIONS**

#### **SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

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

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

L.1.2 Proposals shall be submitted in a sealed proposal package. The offeror shall conspicuously mark on the outside of the proposal package the name and address of the offeror and the following:

*Solicitation Number: **DCSC-23-RFP-30***

*Caption: "**District of Columbia Court of Appeals Case Management System**"*

*Proposal Due Date & Time: **March 27, 2023 at 02:00 P.M.***

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

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

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

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

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

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

from another source.

L.1.4 **Offerors shall submit Proposals electronically to Mr. Ahmad Stanekzai at [ahmad.stanekzai@dccsystem.gov](mailto:ahmad.stanekzai@dccsystem.gov) by the due date and time listed in this RFP.**

L.2 **Proposal Information and Format.**

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

L.2.2 Proposals shall be prepared simply and economically, providing a straightforward, concise delineation of offeror's capabilities to satisfy the requirements of this RFP. Fancy fonts and colored backgrounds or promotional material are not desired or preferred, but pages must be numbered.

Offerors shall submit their proposals in a format and manner consistent with the guidelines described below. The proposal must be submitted in two separate electronic documents, outlined following the numbering schema, with electronic files organized by the sections as outlined below. Offerors are encouraged to be thorough but concise. **The proposal shall be submitted in two separate electronic volumes with the following titles: Volume I – Technical Proposal and Volume II – Price Proposal.**

L.2.2.1 **Volume I - Technical Proposal shall comprise the following sections and information:**

Section A	<b>Firm Qualifications and Disclosures:</b> The Offeror's qualifications, past performance, key personnel, and reference checks indicate that the Offeror is likely to succeed in this project.
Section B	<b>Technical Approach and Statement of Work:</b> The technical approach and proposed solution will result in high quality solution, services, and deliverables that meet the Courts' goals and requirements.
Section C	<b>Functional Requirements:</b> The proposed solution meets functional requirements and Courts' business processes with little customization.
Section D	<b>Technical Requirements:</b> The proposed solution meets technical requirements with little customization and is compatible with the Courts' existing environment.

**L.2.2.1.1 Volume I: Technical Proposal**

**Section A: Firm Qualifications and Disclosures**

- 1) **Transmittal Letter.** Provide a transmittal letter briefly summarizing the Offeror's ability to supply the requested products and services that meet the requirements defined in this RFP. The letter shall also contain a statement indicating the Offeror's willingness to provide the requested products and services subject to the terms and conditions set forth in the RFP. A person authorized to commit the Offeror to its representations, and who can certify that the information offered meets all general conditions, shall sign the transmittal letter. Such person's authority to so act shall be consistent with the information contained in this RFP.
- 2) **Description of Organization.** Provide a brief description of the Offeror's organization, including the following:
  - a) Name of company;
  - b) Address of headquarters and all locations;
  - c) Name, title, address, phone number, and email address of primary contact person for this solicitation;
  - d) Legal form of the Offeror's business organization (corporation, joint venture, partnership (including type of partnership), or individual);
  - e) Ownership by foreign corporation with an interest exceeding five (5) percent;
  - f) Year organization founded;
  - g) Articles of incorporation, partnership, or joint venture agreement;
  - h) If the Offeror is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements;
  - i) Annual revenue over past 5 years;
  - j) Total number of employees and breakdown by function and work location (e.g., developers, help desk, client-facing implementation team, etc.);
  - k) Types of business ventures, such as partnerships, in which the organization is involved;
  - l) Company organizational chart; and
  - m) Copy of any current license, permit, registration or certification to transact business in the District of Columbia, if required by law to obtain such license, permit, registration or certification. If the Offeror is a corporation or partnership and does not provide a copy of its

license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements.

- 3) **Financial Stability.** Describe the financial stability of the Offeror's organization, and provide the Offeror's audited financial statements, including an income statement and balance sheet, for each of the two (2) most recently completed fiscal years. The financial statements shall demonstrate the Offeror's financial stability. If the financial statements provided by the Offeror are those of a parent or holding company, the Offeror shall provide additional financial information for the entity/organization directly responding to this RFP.
- 4) **Pending Litigation.** Provide a complete listing and brief discussion of any litigation, pending litigation, or other legal matters involving the Offeror, its affiliates, or subcontractors/partners in this proposal within the past five (5) years.
- 5) **Terminated Contracts.** List any contracts lost, terminated or not renewed in the last five (5) years. Provide reasons for loss or termination and contact information for the client.
- 6) **Software Overview and Support / Maintenance Services.** Detailed description of the software and post-production support and maintenance services proposed to meet the requirements outlined in this RFP. Include a system roadmap for the proposed software, including future enhancements.
- 7) **Experience.** Describe the Offeror's history and experience with software implementations, judicial case management systems, and the professional services listed in this RFP. Include a listing of a minimum of five projects of a similar scope, size, and complexity to this project delivered within the last five years. Note that the Courts prefer Offerors with demonstrated experience with appellate courts. Provide sufficient detail to substantiate the Offeror's past performance in delivering services and meeting requirements similar to those described in this RFP.
- 8) **Key Personnel.** List the key personal proposed for the project and describe the qualifications of the proposed implementation team. Include, at a minimum, the proposed executive in charge of the account, the proposed project manager, the proposed functional lead (or similar lead functional role) and the proposed solution architect (or similar lead technical role). For each proposed key personnel, include the following:
  - a) Names and job titles;
  - b) Resume;
  - c) Technology and/or project management expertise – including

project management, database administration, system integration, and system configuration experience, as relevant based upon the role;

- d) Experience in similar implementation projects;
  - e) Years with your company;
  - f) Personnel Location (city and state); and
  - g) Relevant skills, certifications, training, and/or experience.
- 9) **Project Team Organization.** Please provide a project organization diagram to meet the statement of work, including implementation and ongoing support and maintenance. Include roles for the Offeror, Subcontractor(s) if applicable, and DCC in the organization diagram. Additionally, include a chart with proposed project roles for the Offeror, Subcontractor(s) if applicable and DCC, including the required number of FTEs for each project role for the duration of the contract as well as a detailed description of responsibilities. For each proposed Offeror and Subcontractor role, provide the percentage of a) project commitment time (combined onsite and virtual/remote) and b) onsite commitment time. Describe the Offeror's personnel and subcontractor screening procedures, if any.
- 10) **Subcontractors.** The Offeror is responsible for the performance of any obligations that may result from this RFP and shall not be relieved by the non-performance of any Subcontractor. The Offeror shall provide the following information for all proposed subcontractors:
- a) Name of Subcontractor organization;
  - b) Relationship between Offeror and Subcontractor;
  - c) Address of Subcontractor headquarters and all locations;
  - d) Legal form of the Subcontractor's business organization (corporation, joint venture, partnership (including type of partnership), or individual);
  - e) Ownership by foreign corporation with an interest exceeding five (5) percent;
  - f) Year Subcontractor founded;
  - g) Subcontractor annual revenue over past five years;
  - h) Total number of employees of Subcontractor and breakdown by function and work location (e.g., developers, help desk, client-facing implementation team, etc.);
  - i) Types of business ventures, such as partnerships, in which the

subcontractor is involved;

- j) Subcontractor company organizational chart;
- k) Overview of services to be provided by each subcontractor;
- l) Experience of subcontractor to provided stated services;
- m) Two references for the subcontractor, including client, contact name, contact email, contact phone number and description of services; and
- n) Letter signed by both Offeror and subcontractor stating commitment to provide services to DCC; the signed letter must include the role and description of services to be provided by the subcontractor

11) **References and Client Base.** Describe the Offeror's experience serving customers of a similar size and scope of responsibilities to the Courts, and similar scope of work as outlined within this RFP. *Note that the Courts prefer vendors with demonstrated experience with appellate courts and state supreme courts.* Include specific clients and detailed examples. The Courts reserve the right to contact other persons or entities known to have worked with the Offeror, regardless of whether those persons or entities were supplied as references, and the information received may be used in the evaluation of past performance. Additionally, Offeror shall include a response to the following, using the template provided in Attachment J.13 as relevant:

- a) List five (5) client references from jurisdictions of a similar size and project complexity to those of the Courts for whom the Offeror provided similar services to the contents of this RFP. Of the five included references, include at least two client references who have completed or are in the process of implementing the proposed solution within the past three years, and at least two client references whom the Offeror has supported/is supporting post-production support and maintenance services within the past three years.
- b) List all clients utilizing the proposed solution in a production environment, including contact name, email and phone number, implementation timeline, go-live date (or dates if phased), and current release of the software. *Please indicate which of these clients is an appellate or supreme court, if relevant.*
- c) List all clients currently implementing the proposed solution (in process implementations), including contact information. *Please indicate which of these clients is an appellate or supreme court, if relevant.*
- d) List all past or present clients who previously used the proposed

solution but have discontinued use of the proposed solution within the past 5 years. Include a description of why the client discontinued use and include contact information.

- 12) **Past Performance Forms.** Include completed Past Performance Evaluation Forms (Attachment J.9) from at least three (3) client references from the past 3 years for whom the Offeror provided similar services to the contents of this RFP. Offerors shall ensure that customer references are complete and sign the Past Performance Evaluation Form. Offerors shall return the Past Performance Evaluation Forms within the proposal package. (References do not need to send forms directly to the Courts.

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.

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

- 13) **Disaster Recovery Plan.** Please provide a description of your company's formal disaster recovery plan and include this plan as an attachment to your proposal. If you do not have a disaster recovery plan, please describe any alternative solution your company has to offer.
- 14) **Disclosures.** This section of the proposal shall include the disclosure information described below:
  - a) Any assumptions, conditions, considerations, disclosures, or exceptions (technical, price, contractual, or otherwise) by the Offeror upon which the proposal is based. Include the rationale, describe each disclosure, and specify the relevant section of this solicitation. If the Offeror has no such disclosures, Offeror shall state so;
  - b) Disclosure details of any legal action or litigation past or pending against the Offeror;
  - c) A statement that the offeror knows of no conflict between its interests and those of the District of Columbia Courts; and further that the offeror knows of no facts or circumstances that might create the appearance of a conflict between its interests and those of the



District of Columbia Courts; and

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

- 15) **Conflicts of Interest.** Include a statement that the Offeror knows of no conflict between its interests and those of the District of Columbia Courts; and further that the Offeror knows of no facts or circumstances that might create the appearance of a conflict between its interests and those of the District of Columbia Courts.

#### **L.2.2.1.2 Section B: Technical Approach and Statement of Work**

- 1) **Desired Future State.** Describe your proposed approach, software, and services to achieving the Courts' Desired Future State, as described in C.4. Provide diagrams and solution screenshots as relevant.
- 2) **Scope and Users.** Describe how the proposed solution will address the scope and serve the needs of the users described in C.5.1.
- 3) **Hosting.** Describe the Offeror's proposed Software-as-Service (SaaS) model and hosting approach.
- 4) **Architecture.** Describe the architecture of the proposed solution. Include logical and physical architecture diagrams, an entity rational diagram, and a data dictionary. At minimum, the description shall include:
  - a) *Applications;*
  - b) *Operating system(s);*
  - c) *Database(s);*
  - d) *Interfaces;*
  - e) *Integrations;*
  - f) *Web services and Application Programming Interfaces (API) Tools;*
  - g) *End user devices;*
  - h) *Servers and other hardware components, as applicable;*
  - i) *Network, as applicable;*
  - j) *Security;*
  - k) *Fault tolerance;*
  - l) *Backup and disaster recovery, including a secondary data center within the U.S.; and*

- m) *Any architecture recommendations including configurations, storage sizes and licensing.*
- 5) **Software Licenses & Maintenance or Subscriptions.** Describe all software required to operate the proposed solution effectively, including but not limited to software for *end-users, servers, network equipment, peripherals, and any other required software to run the solution.* See Section C.5.3. Offeror shall include, at minimum,
- a) *Minimum software required to operate the proposed solution;*
  - b) *Software required to operate the proposed solution optimally;*
  - c) *Licensing and maintenance and/or subscription model and unit basis (e.g., perpetual license, annual subscription, etc.). Note that the Courts require an enterprise license, as stated in Section C.5.1;*
  - d) *Description of how the software is compatible with the software and hardware in place at the Courts as outlined in Section C.3.2;*
  - e) *Description of the party (Offeror or Courts) that the Offeror proposes to purchase, install, and maintain any third party and/or optional software;*
  - f) *Description of optional or recommended software, and an explanation of why the Offeror suggests that the Courts consider such software; and*
  - g) *Include a copy of your license and maintenance agreement and/or your SaaS agreement as applicable with your proposal.*
- 6) **Hardware.** Describe all hardware required to operate the proposed solution effectively, including but not limited to *end-user devices, servers, network equipment, peripherals, and any other hardware.* See Section C.5.4. Include, at minimum:
- a) *Minimum hardware specifications to operate the proposed solution;*
  - b) *Hardware specifications to operate the proposed solution optimally;*
  - c) *Description of how the hardware is compatible with the software and hardware in place at the Courts;*
  - d) *Description of optional or recommended hardware, and an explanation of why the Offeror suggests that the Courts consider such hardware;*
  - e) *Description of the party (Offeror or Courts) that the Offeror proposes to purchase, install, and maintain the*

*hardware/equipment; and*

- f) *Note that Offeror shall include this section even for proposed SaaS solutions. If no hardware is required, Offeror shall state so.*
- 7) **Warranties.** Explain in detail all hardware and software warranties the Courts shall receive. See Section C.5.5. Specify what the warranties shall include and exclude.
- 8) **Escrow Agreement,** Describe the Courts' option(s) for an escrow agreement. See Section C.5.6. Include, at minimum:
  - a) Offeror's experience placing source code in escrow with an independent third party;
  - b) Offeror's ability and commitment to always keeping updated source code on deposit current;
  - c) Sample escrow agreement(s); and
  - d) Statement that Offeror will pay for the cost of the escrow agreement.
- 9) **Statement of Work for Professional Services.** Describe the Offeror's approach to successfully planning, managing, and executing the professional services described throughout Section C.5. Include, at minimum:
  - a) **Project Management.** Describe a project management plan detailing how the Offeror shall manage all professional services requested by DCC. See Section C.5.13. At minimum, the plan shall include:
    - i. Project management methodology;
    - ii. Approach to ensuring timely delivery of contracted services, including customizations or changes that the Court requests;
    - iii. Offeror's roles, responsibilities, and time commitments of key resources related to the successful execution of this project;
    - iv. Offeror's expectations and assumptions, if any, for the Courts' roles, responsibilities, and time commitments related to the successful execution of this project;
    - v. Project communication methods between the Offeror, Courts, and any other stakeholders, including use of Courts' intranet sites and communication tools if required;
    - vi. Project management tools to be used in this project

- vii. Software development lifecycle management tools to be used in the project to manage data, requirements, configurations, customizations, integrations, interfaces, migration, test scripts, acceptance criteria, and other aspects of the software development; and
  - viii. Sample project management deliverables, including status reports, communication plans, risk/issue logs; and
  - ix. Assumptions.
- b) **Gap Analysis.** Describe the Offeror's approach to conducting a fit analysis / fit-gap analysis. See Section C.5.14. At minimum, include:
- i. Approach and timeframe for reviewing business processes and validating requirements with stakeholders;
  - ii. Strategy for analyzing the fit and suitability of requirements and business processes compared to Offeror's proposed solution;
  - iii. Approach to facilitating the Courts' adoption of best practices and new system capabilities to improve court operations and future business processes;
  - iv. Approach to documenting findings in the form of gaps and recommendations;
  - v. Approach to addressing requirements or processes that cannot be met by the proposed solution;
  - vi. Assumptions;
  - vii. Gap Analysis roles and responsibilities of the Offeror and DCC; and
  - viii. Description of fit analysis deliverables.
- c) **Design, Configuration, and Customization.** Describe the Offeror's approach to designing, configuring, and customizing the solution in order to meet the Courts' technical, functional, integration, report, and interface requirements. Include the roles and responsibilities of the Offeror and DCC for this work. See Section C.5.15. At minimum, include:
1. Approach to using the results of the Gap Analysis to develop detailed design, configuration, and customization plans;
  2. Architecture approach and methodology;
  3. Configuration approach and methodology;

4. Customization approach and methodology;
  5. Report building approach and methodology;
  6. Approach to documenting decisions and work product; and
  7. Assumptions.
- d) **System Documentation.** Describe all system documentation. See Section C.5.16. Include, at minimum:
- i. Electronic system administration manuals;
  - ii. System application guides;
  - iii. Other system documentation that the Offeror shall provide as part of this project; and
  - iv. Sample materials or excerpts, if possible.
- e) **Data and Document Conversion.** Describe the proposed conversion plan to include data and documents and images, if proposing to replace the current OnBase environment. See Section C.5.17. Include, at minimum:
- i. Data assessment and cleansing approach and timeline
  - ii. Conversion approach and timeline
  - iii. Processes and any required templates for formatting, configuring, and loading converted data
  - iv. Approach to mapping, cleansing, extraction, formatting, configuring, loading, and converting data
  - v. Any additional resources / tools to support mapping, cleansing, extraction, formatting, configuring, or loading data
  - vi. Processes to address conversion issues
  - vii. Overview of prior experience converting data of a similar magnitude to a similar solution
  - viii. Conversion roles and responsibilities of the Offeror and DCC;
  - ix. Assumptions.
- f) **Testing.** Describe the proposed approach to solution testing, including configurations, customizations, integrations, interfaces, and data migration. See Section C.5.18. Include, at minimum:
- i. Testing approach and timeline;

- ii. Required system functions to test;
  - iii. Defined pass/fail criteria;
  - iv. Resolution method for failed tests; and
  - v. Testing roles and responsibilities of the Offeror and DCC, including expected time required by role;
  - vi. Assumptions.
- g) **Quality Assurance.** Describe the Offeror's approach to quality assurance and quality control throughout the project. See Section C.5.19. Include at minimum:
- i. Offeror's quality assurance protocols and methodology for the solution implementation;
  - ii. Roles and responsibilities of the Offeror and DCC for quality assurance and quality control activities throughout implementation; and
  - iii. Description of the solution's built-in quality assurance tools or functionality, including those that may be available for configuration, customization, data conversation, identity consolidation, testing, and production use of the solution.
- h) **Training.** Describe the training plan that meets the needs of the Courts and the proposed solution. See Section C.5.20 and note that the services in section C.5.20 are optional at the discretion of the Courts. The Courts may decide to procure training services separately from this solicitation; however, Offerors are required to respond to this section C.5.20 and provide corresponding pricing in Attachment J.14 in order to be responsive to this RFP. Include, at minimum:
- i. Training approach and timeline, including a) in-person, role-based training sessions and b) web-based, on-demand training materials;
  - ii. List of training courses / content delineated by role/user type and functional area;
  - iii. Proposed training course plan;
  - iv. Sample materials for trainees, including:
    - 1) Step-by-step procedure manuals with actual solution images or screenshots; and
    - 2) Hands-on computer training materials including realistic

practice cases.

v. Training roles and responsibilities of the Offeror and DCC;

vi. Assumptions.

i) **Installation and Implementation Plan.** Include a detailed project plan for installing and implementing the solution, including all required software and hardware. See Section C.5.22. Include, at minimum:

i. Development, configuration, installation, and implementation approach and timeline, including methodology used;

ii. Timeline for key milestones, beginning from contract execution through final system go-live (if multiple go-lives are proposed, specify the timeline for each);

iii. Work Breakdown Structure (WBS);

iv. Roles and Responsibilities of Offeror and DCC

v. Level of effort by resource;

vi. Critical success factors;

vii. Predicted risks and risk mitigation strategies; and

viii. Assumptions.

j) **Integration.** Include a detailed plan for integrating the required functionality within the solution as described in this RFP. The Offeror shall install, test, and make production-ready all required integrations in order for the CMS to go live. See Sections C.5.7 – C.5.9, and C.5.22. Include, at minimum:

k) **Document management.** The proposed solution shall include natively, or integrate with, an easy-to-use document management system (DMS) that meets the requirements included in Attachment J.11.

Offerors shall include data, document, and image migration costs to meet the Courts' document management requirements and migrate to the proposed solution.

If the Offeror proposes a solution that does not natively include document management, the Offeror must propose a third-party DMS and professional services to integrate with that DMS in near-real time; and the Offeror shall provide licenses and post-production support for the DMS. Offerors shall include in their proposals the cost of document management system licensing and support.

- 1) **eFiling.** Offeror’s approach and timeframe for integrating eFiling functionality within the CMS. Include, at minimum:
  - 1) Offeror’s approach to meeting the eFiling requirements;
  - 2) Offeror’s approach to integrating eFiling functionality with public access functionality, such as for an attorney or pro se litigant who wishes to file, view dockets, view documents, and pay fees seamlessly in one location;
  - 3) Offeror’s approach to ensuring the integration is production-ready at the time of the CMS go-live;
  - 4) Whether Offeror adheres to OASIS Standard Electronic Court Filing (ECF) 4.01, and if so, how the Offeror uses the standard;
  - 5) Expected level of effort;
  - 6) Roles and responsibilities of the Offeror and DCC; and
  - 7) Assumptions.
  
- m) **Public Access and Electronic Payment.** *If the Offeror is proposing to meet public access and payment requirements through an integration in lieu of native CMS functionality, Offeror shall describe, at minimum: approach to meeting requirements, including PCI compliance; approach to ensuring the integrations and functionality are production-ready at the time of CMS go-live, expected level of effort; and roles/responsibilities of the Offeror and DCC.*

*If the Offeror is proposing to meet these requirements (including PCI compliance) through native CMS functionality rather than through integration, Offeror is not required to describe an integration approach for these requirements.*
  
- n) **Interface Tools and Interface Creation.** Include a detailed plan for establishing interfaces between the proposed solution and the required systems described in this RFP. Unless otherwise stated, the Offeror shall install, test, and make production-ready all required interfaces in order for the CMS to go live. See Sections C.5.7, C.5.10 – C.5.11, and C.5.23. For each required interface, include, at minimum:
  - i. Offeror’s approach and timeline to ensure that the interfaces listed as “Must Have” for Go-Live in Section C.5.11 are production-ready at the time of the CMS go-live;



- ii. Offeror’s approach and timeline to complete interfaces listed as “Nice to Have” for Go-Live in Section C.5.11;
  - iii. Tools that the Offeror will use to implement interfaces with internal and external systems, and a description affirming that these are the same tools that shall be available to the Courts;
  - iv. Roles and responsibilities of the Offeror and DCC, including estimated level of effort for each;
  - v. Required access to other systems/resources; and
  - vi. Assumptions.
- o) **Go-Live.** Include a detailed plan for system cutover and go-live. (Note: this plan shall focus on go-live only; provide full implementation plan as requested in subsection *i. Implementation Plan*, above.) See Section C.5.24. Include, at minimum the following:
- i. Go-Live approach and timeline;
  - ii. Cutover approach;
  - iii. A rollback plan;
  - iv. Work Breakdown Structure (WBS);
  - v. Critical success factors;
  - vi. Predicated risks and risk mitigation strategies;
  - vii. Go-live roles and responsibilities of the Offeror and DCC; and
  - viii. Go-live assumptions.
- p) **Post Go-Live Support and Maintenance.** Describe a post go-live support plan, including **performance and support metrics, benchmarks, and service level agreements (SLAs)**. See Section C.5.25. Include, at minimum:
- i. Proposed support approach;
  - ii. Definition of incident severity levels, description of the resolution process, and response and resolution times associated with each; and for response and resolution times, please provide the Offeror’s average and maximum response and resolution times based on actual live production environments (Offeror shall describe any assumptions or factors that impact response time and resolution time).

- iii. Issue reporting and resolution procedures, including initiation of support through resolution;
- iv. All methods available to report issues (e.g., telephone, chat, on-site);
  - v. All methods available to track incidents (e.g., ticketing systems);
  - vi. Number of staff by resource type or type of subject matter expertise available to resolve incidents;
- vii. The Courts' roles in support and issue resolution;
- viii. Overview of release schedules and yearly maintenance practices;
- ix. Available resources for assistance with new releases;
- x. Escalation process for issues or bugs;
- xi. Offeror's onsite commitments for go-live, including number of Offeror's personnel by resource type or type of subject matter expertise that will be onsite for go-live, and duration of onsite support;
- xii. Proposed support resources (staff and tools) to support a court of DCC's size and complexity, while meeting or exceeding SLAs;
- xiii. System and client performance and support metrics that the Offeror tracks (or is capable of tracking) in installed instances of the proposed solution;
- xiv. Support metrics that the Offeror tracks (or is capable of tracking);
- xv. Benchmarks for system and client performance, including average and maximum processing/performance metrics based on actual live production environments (Offeror shall describe any assumptions or factors that impact performance);
- xvi. Benchmarks for support, including response time and resolution time by priority / criticality level;
- xvii. Description of description of the Offeror's SLAs throughout the implementation process and post-go-live;
- xviii. Description of SLA service credit mechanism(s); and

- xix. Include a copy of your software licensing & maintenance, and/or Software-as-a-Service Agreement.

#### **L.1.2.2.1.3 Section C: Functional Requirements**

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

#### **L.2.2.1.4 Section D: Technical Requirements**

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

requirement.

- 2) For requirements that require customization, describe the customization approach in Column F and include the cost of customization within the cost proposal (**Volume II**)
- 3) For requirements that the Offeror indicates are in development, provide a timeline for development and testing and the date the capability will be in production in Column F.

### L.2.2.2 **Volume II: Price Proposal**

**Price Proposal shall comprise the following tabs:**

<b>Section A</b>	<b>Price Proposal:</b>  • <b>Attachment J.14 with all price breakdown worksheets</b>
<b>Section B</b>	<b>Contractual Information:</b>  • <b>All other required information as specified in Section L.10.</b>

#### L.2.2.2.1 **Section A: Price Proposal**

- 1) **Cost of Supplies and Goods:** Offerors shall submit a price for the services specified below and in accordance with Section C, Scope of Services, of this RFP. The Courts intend to award a firm-fixed price contract for the software and services requested herein. The Courts intend to award this contract to a single primary Offeror, though Offerors may choose to collaborate with subcontractor firms to supplement their expertise.

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

- 2) Offerors shall submit all pricing information in a **separate, clearly marked volume**. Offerors may not include any costs, rates, estimates, or other such information in any form in **Volume I** of the proposal.
- 3) Using the instructions and template provided in **Attachment J.14**, submit a firm fixed cost proposal to include all goods and services required in this solicitation. Offerors shall submit this Attachment as an Excel file that the Courts are able to annotate and use for calculations.

- a. Offeror shall submit all costs associated with Offeror’s proposal. Offerors may add additional rows or columns to the provided template if needed to ensure complete capture of all costs associated with this project. Offerors shall confirm that subtotal and total formulas accurately reflect **ALL** line items, including added rows. The Courts will not be responsible for the cost of any goods or services that the Offeror does not include in the Offeror’s price proposal.
- b. Offeror shall include optional hardware, software, services, or other items that the Offeror recommends in order to meet the Courts’ needs.

4) Offeror shall ***include the following statement:***

- a. “The Offeror agrees that if its offer is accepted ***within one hundred twenty (120) days*** from the date specified in this solicitation for the submission of proposals, or if its Final Proposal Revision (FPR) is accepted ***within one hundred twenty (120) days*** from the date specified for submission thereof, to furnish goods and services at the price stated in the Price proposal, delivered, or performed at the designated place within the time specified in this solicitation.”

5) Offeror shall list and describe all assumptions related to pricing information

**L.2.2.2.2 Section B: Price Proposal**

- 1) Offerors shall complete and return all other required information as specified in Section L.10 as Section B of the Price Proposal.

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

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

L.3.1.1 The proposal is the only proposal received.

L.3.2 The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a

U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown in the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.

L.3.3 A late proposal, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

L.3.4 A late modification of a successful proposal which makes its terms more favorable to the Courts shall be considered at any time it is received and may be accepted.

L.3.5 A late proposal, late modification or late withdrawal of offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

L.4 **Questions.**

L.4.1 Questions concerning this RFP must be directed by **e-mail** to:

Ahmad Stanekzai, Senior Contract Specialist  
Procurement and Contracts Branch  
Administrative Services Division  
District of Columbia Courts  
Email: [ahmad.stanekzai@dccsystem.gov](mailto:ahmad.stanekzai@dccsystem.gov)

Offerors shall utilize Attachment J.15 - Question Submission Template.

L.4.2 For further information on submission of questions, please refer to section L.5 of this RFP.

L.5 **Explanation to Prospective Offerors.**

L.5.1 **Any prospective Offeror desiring an explanation or interpretation of this solicitation must request it by email no later than March 8, 2023, by 2:00 p.m.** Requests should be directed to the Contract Specialist at the e-mail address listed in Section L.4. Any substantive information given to a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors as an amendment to the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract

will not be binding.

**L.6 Changes to the RFP.**

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

**L.7 Contract Award.**

L.7.1 The Courts intend to make an award to the responsible offeror whose proposal represents the best value to the Courts taking into consideration the evaluation factors set forth in Section M.

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

**L.7.3 Final Proposal Revisions (FPRs).**

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

**L.8 Cancellation of Award.**

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

**L.9 Official Offer.**

L.9.1 Offers signed by an agent shall be accompanied by evidence of that agent's

authority unless that evidence has been previously furnished to the Contracting Officer.

**L.10 Certifications, Affidavits, and Other Submissions.**

L.10.1 Offerors shall complete and return with their price proposal (Attachment J.14), the attachments listed below:

- a) Solicitation/Offer/Award Form. Completed Solicitation/Offer/Award Form (Section A of this RFP);
- b) Representations, Certifications and Acknowledgments (Section K of this RFP);
- c) Anti-Collusion Statement (Attachment J.2.);
- d) Ethics in Public Contracting (Attachment J.3);
- e) Non-Discrimination (Attachment J.4);
- f) Certification of Eligibility (Attachment J.5);
- g) Tax Certification Affidavit Attachment J.6); and
- h) Certification of a Drug-Free Workplace (Attachment J.7).

Past Performance Evaluation Form (Attachment J. 9) must be included in Section A of the Technical Proposal.

**L.11 Retention of Proposals.**

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

**L.12 Public Disclosure under FOIA.**

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



L.13           **Examination of Solicitation.**

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

L.14           **Acknowledgment of Amendments.**

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

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

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

L.16           **Proposal Preparation Costs.**

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

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

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

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

L.18           **Contract Type.**

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

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

L.19.1         In the event that a prospective offeror does not submit an offer in response to the

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

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

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

**L.21            Errors in Offers.**

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

**L.22            Authorized Negotiators.**

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

**L.23            Acceptance Period.**

The Offeror agrees, if its offer is accepted within one hundred twenty (120) days

from the date specified in this solicitation for the submission of proposals, or if a 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.24 Pre-Proposal Conference:**

L.24.1 A virtual pre-proposal conference will be held at **2:00 pm., on March 1, 2023**. The pre-proposal conference will be conducted using the login information below:

Microsoft Teams meeting  
**Join on your computer, mobile app or room device**  
[Click here to join the meeting](#)  
Meeting ID: 243 582 514 605  
Passcode: zeDo3k  
[Download Teams](#) | [Join on the web](#)  
[Learn More](#) | [Meeting options](#)

All interested persons/firms should plan to attend.

**L.25 Oral Demonstrations**

L.25.1 The Courts will contact the Offerors to schedule the oral demonstrations.

## PART V

### SECTION M - EVALUATION FACTORS

#### M.1 **Evaluation for Award.**

The Courts intend to make an award to the responsible firm whose proposal represents the best value to the Courts. The evaluation criteria are listed below. The non-price factors when combined are significantly more important than Price. The Courts may award a contract upon the basis of initial offers received, without discussions. Therefore, each initial offer shall contain the offeror's best terms from a cost and technical standpoint.

#### M.2 **Evaluation Criteria**

The evaluation factors set forth below shall be used to evaluate each proposal. There is a maximum of 100 total points. The criteria for evaluating the proposals and their respective points are as follows, following a two-stage evaluation process.

##### Evaluation Stage 1:

Item No.	EVALUATION CRITERIA	MAXIMUM POINTS
M.2.1	<b>Firm Qualifications and Disclosures:</b> The Offeror's qualifications, past performance, key personnel, and reference checks indicate that the Offeror is likely to succeed in this project.	0-15
M.2.2	<b>Technical Approach and Statement of Work:</b> The technical approach and proposed solution will result in high quality solution, services, and deliverables that meet the Courts' goals and requirements.	0-20
M.2.3	<b>Functional Requirements:</b> The proposed solution meets functional requirements and Courts' business processes with little customization.	0-30
M.2.4	<b>Technical Requirements:</b> The proposed solution meets technical requirements with little customization and is compatible with the Courts' existing environment.	0-15
M.2.6	<b>Price Proposal</b>	0-10
	<b>TOTAL MAXIMUM POINTS IN STAGE 1</b>	<b>90</b>

The Courts will score proposals in Stage 1 based on written proposals submitted in accordance with the terms of this RFP.

The Courts may, at their discretion, invite up to the three highest scoring vendors from Stage 1 to participate in Oral Demonstrations, which will be scored in the following Evaluation Stage 2. In the event of a tie for the third highest score during Stage 1, the Courts may invite Offerors with tied scores to advance to Stage 2.

Evaluation Stage 2:

Item No.	EVALUATION CRITERIA	MAXIMUM POINTS
M.2.5	<b>Oral Demonstrations</b>	0-10
	<b>TOTAL MAXIMUM POINTS IN STAGE 2</b>	<b>10</b>

The Courts will score Stage 2 based on the Oral Demonstrations from vendors invited to participate in Stage 2.

**M.3 Price Proposal Evaluation**

M.3.1 Actual points assigned to each Offeror in this category will be based on the Offerors’ total price for the base year and all option years and will be computed in accordance with the following formula. The Offerors with the lowest total price will receive the maximum points for price. All other proposals will receive a proportionately lower total score. See the following formula:

$$\frac{\text{Lowest Price Proposal}}{\text{Price of Proposal Being Evaluated}} \times \text{Weights (\# of Points)} = \text{Evaluated Price Score}$$

Total Points: (Technical and Price): 0- 100 points

**M.3.4 Completeness**

M.3.4.1 In evaluating completeness, the Courts will determine if the Offeror provides pricing data of sufficient detail to fully support the offer and permit the Courts to evaluate the proposal thoroughly. In the evaluation the Courts will consider the following:

- a. Do the proposed prices include all price elements the offeror is likely to incur in performing the effort?

- b. Are proposed prices traceable to requirements?
- c. Do proposed prices account for all requirements?
- d. Are all proposed prices supported with adequate data to permit a thorough evaluation?

**M.4 Prospective Contractor's Responsibility.**

- M.4.1 In order to receive an award under this RFP, the Court’s Contracting Officer must determine that the prospective contractor has the capability in all respects to perform fully the contract requirements. To be deemed responsible, a prospective contractor must establish that it has:
  - M.4.1.1 Financial resources adequate to perform the contract, or the ability to obtain them;
  - M.4.1.2 Ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
  - M.4.1.3 A satisfactory record of performance;
  - M.4.1.4 The necessary organization, experience, accounting and operational control, and technical skills, or the ability to obtain them;
  - M.4.1.5 Compliance with the applicable District licensing, tax laws, and regulations;
  - M.3.1.6 The necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and
  - M.4.1.7 Other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- M.4.2 The Courts reserve 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 nonresponsibility based on available information. If the available information is insufficient to make a determination of nonresponsibility, the Court’s Contracting Officer shall determine the offeror to be nonresponsible.

**Attachment J.1**

**General Provisions Applicable to D.C. Courts Contracts  
(See following page)**

**DISTRICT OF COLUMBIA COURTS GENERAL PROVISIONS  
FOR USE WITH COURTS' SUPPLY & SERVICES CONTRACTS  
(Revised MAY 2017)**

**ADMINISTRATIVE SERVICES DIVISION PROCUREMENT AND  
CONTRACTS BRANCH  
700 6TH STREET, N.W., 12TH FLOOR,  
WASHINGTON, D.C. 20001**



**ATTACHMENT A**  
**D.C. COURTS GENERAL CONTRACT PROVISIONS**

(MAY 2017)

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**1. Definitions.**

The term “Contracting Officer” shall mean the Executive Officer of the District of Columbia Courts or her or his authorized representative. The term “Court” shall, depending on how that term is defined elsewhere in this contract, mean the Superior Court of the District of Columbia, the District of Columbia Court of Appeals or the District of Columbia Court System. If the Contractor is an individual, the term “Contractor” shall mean the Contractor, his or her heir(s), executors and administrators. If the Contractor is a corporation, the “Contractor” shall mean the Contractor and its successor. The term “District of Columbia government” shall mean all the branches of the government of the District of Columbia, including the District of Columbia Courts.

**2. Changes.**

The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes in this contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of this contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment under this paragraph must be asserted within ten (10) days from the date the change is offered, provided however, that the Contracting Officer, may, in his or her discretion receive, consider and adjust any such claim asserted at any time prior to the final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined in accordance with Clause 18. Nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

**3. Transfers.**

This contract or any interest herein shall not be transferred by either the Court or the Contractor except upon written permission of the other party.

**4. Waiver.**

The waiver of any breach of this contract will not constitute a waiver of any subsequent breach thereof, nor a waiver of this contract.

**5. Indemnification (Revised 11/24/08).**

(a) The Contractor shall indemnify and save harmless the Court and its officers, agents and employees from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits and expenses incidental thereto (including the cost of defense and attorneys' fees) resulting from, arising out of, or in any way connected to any act, omission or default of the Contractor, its officers, agents, employees, servants or its subcontractors, or any other person acting for or by permission of the Contractor in the performance of this contract, regardless of whether or not any damage resulting from the

Contractor's act, omission or default is caused in part by the Court. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of this Contract. The Contractor shall also repair or replace any Court property that is damaged by the Contractor, Contractor's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor While performing work hereunder.

(b) The indemnification obligation under this clause shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and shall survive the termination of this Contract. The Court agrees to give Contractor written notice of any claim of indemnity under this clause. Additionally, Contractor shall have the right and sole authority to control the defense or settlement of such claim, provided that no contribution or action by the Court is required in connection with the settlement. Monies due or to become due the Contractor under the contract maybe retained by the District as necessary to satisfy any outstanding claim which the District may have against the Contractor.

(c) The Contractor shall indemnify and save harmless the Court and its officers, agents, Servants and employees from liability of any nature or kind, including costs and expenses, for or on account of the use of any patented or unpatented invention, item or process, manufactured or used in the performance of this contract, including their use by the Court, unless otherwise specifically stipulated in the contract.

(d) The Contractors hall indemnify and save harmless the Court and its officers, agents, Servants and employees against any claim for copyright infringement relating to any work produced, used or delivered under this contract.

## **6. Patents and Copyrights.**

(a) The Contractor shall not make application for a patent or copyright on any invention, item or process produced under this contract except with the written permission of the Court. The Court shall have an irrevocable nonexclusive royalty free license with the right to sublicense in any invention conceived or first actually reduced to practice in the course of or under this contract or any subcontract thereunder.

(b) All reports, programs, manuals, discs, tapes, card desks, listing, and other materials prepared by or worked upon by the Contractor's employees under this Agreement shall belong exclusively to the Court.

- (c) Contractor agrees not to publish or disclose any material first prepared under this Agreement without prior permission of the Court.
- (d) Contractor will not knowingly include any work copyrighted by others in any material prepared under this Agreement unless it obtained either prior permission from the Court or an irrevocable royalty free license for the Court in such work.
- (e) Contractor agrees to give the Court all assistance reasonably required to protect the rights defined in these provisions.

**7. Covenant Against Contingent Fees.**

The Contractor warrants that no person or agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting a bona fide employee or agency maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Court shall have the right to terminate this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of the commission, percentage, brokerage, or contingent fee.

**8. Quality.**

Contractor's workmanship shall be of the highest grade, and all materials provided under this Contract shall be new, of the best quality and grade, and suitable in every respect for the purpose intended.

**9. Health And Safety Standards.**

Items delivered under this contract shall conform to all requirements of the Occupational Safety and Health Act of 1970, as amended ("OSHA"), and Department of Labor Regulations under OSHA, and all Federal requirements in effect at time of bid opening/proposal submission.

**10. Inspection Of Supplies.**

- (a) "Supplies," as used in this clause, includes, but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.
- (b) The Contractor shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notification of rejection. Upon the Contractor's failure to cure within ten (10) days after date of notification, the Court may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense.

(c) The Contractor shall provide and maintain an inspection system acceptable to the Court covering supplies under this contract and shall tender to the Court for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Court during contract performance and for as long afterwards as the contract requires. The Court may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under this contract.

(d) The Court has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Court will perform inspections and tests in a manner that will not unduly delay the work. The Court assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in the contract.

(e) If the Court performs inspection or test on the premises of the Contractor or subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Court will bear the expense of Court inspections or tests made at other than Contractor's or subcontractor's premises; provided, that in case of rejection, the Court will not be liable for any reduction in the value of inspection or test samples.

(1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.

(f) The Court has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or otherwise not in conformity with contract requirements. The Court may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and when required, shall disclose the corrective action taken.

(h) If the Contractor fails to remove, replace, or correct rejected supplies that are required to be replaced or corrected within ten (10) days, the Court may either (1) by contract or otherwise, remove, replace or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i) If this contract provides for the performance of Court quality assurance at source, and if requested by the Court, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract, and (ii) when the supplies will be ready for Court inspection.

(j) The Court request shall specify the period and method of the advance notification and the Court representative to whom it shall be furnished. Requests shall not require more than 2 business days of advance notification if the Court representative is in residence in the Contractor's plant, nor more than 7 business days in other instances.

(k) The Court will accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Court failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability upon the Court, for non-conforming supplies.

(l) Inspections and tests by the Court do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(m) If acceptance is not conclusive for any of the reasons in subparagraph (l) hereof, the Court, in addition to any other rights and remedies provided by law, or under provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or noncompliance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Court will have the right to return the rejected materials at Contractor's risk and expense or contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Court thereby.

**11. Inspection Of Services.**

(a) “Services” as used in this clause includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Court covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Court during contract performance and for as long afterwards as the contract requires.

(c) The Court has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Court will perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Court performs inspections or tests on the premises of the Contractor or subcontractor, the Contractor shall furnish, without additional charge, all reasonable facilities and assistance for the safety and convenient performance of these duties.

(e) If any of the services do not conform to the contract requirements, the Court 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 Court 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.

(f) 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 Court may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by the Court that is directly related to the performance of such services, or (2) terminate the contract for default.

**12. Payment.**

The Court shall pay the Contractor for services performed by the Contractor in the manner set forth in this contract, at the rate prescribed upon the submission by the Contractor of proper invoices or time statements, at the time provided for in this contract, to the Budget and Finance Division for contracts involving the Superior Court of the District of Columbia or the Court System, or to the Clerk of the District of Columbia Court of Appeals for contracts involving the District of Columbia Court of Appeals.

**13. Taxes.**

The District of Columbia Courts are exempt from and will not pay Federal Excise Tax, Transportation Tax, and the District of Columbia Sales and Use Taxes.

**14. Appointment of Attorney (Revised 11/24/08).**

The bidder/offeror or Contractor (whichever the case may be) does hereby irrevocably Designate and appoint the Clerk of the District of Columbia Superior Court and his or her Successor in office as the true and lawful attorney of the Contractor for the purpose of Receiving service of all notices and processes issued by any court in the District of Columbia, as well as service of all pleadings and other papers, in relation to any action or legal proceeding arising out of or pertaining to this contractor the work required or performed hereunder.

The bidder/offeror or Contractor (whichever the case may be) expressly agrees that the validity of any service upon the said Clerk as herein authorized shall not be affected either by the fact that the Contractor was personally within the District of Columbia and otherwise subject to personal service at the time of such service upon the said Clerk or by the fact that the contractor failed to receive a copy of such process, notice or other paper so served upon the said Clerk provided the said Clerk shall have deposited in the United States mail, registered and postage prepaid, a copy of such process, notice, pleading or other paper addressed to the bidder/offeror pr contractor at the address stated in this contract.

**15. Termination for Default.**

(a) The Contracting Officer may, subject to the provisions of paragraph (c) below, by written notice to the Contractor, terminate the whole or any part of this contract for any of the following reasons:

(1) If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(b) In the event the Contracting Officer terminates this contract in whole or in part as provided in paragraph (a) of this clause, the Contracting Officer may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the Court for any excess costs for similar supplies or services; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

(c) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the District or Federal Government in either their sovereign or contractual capacity, fires, floods, epidemics, quarantine



restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without fault or negligence of the Contractor. If the failure to perform is caused by the default of the subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess cost for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

(d) If this contract is terminated as provided in paragraph (a) of this clause, the Court, in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the Court, in the manner and to the extent directed by the Contracting Officer, (i) completed supplies, and (ii) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures plans, drawing information, and contract rights (hereinafter called “manufacturing materials”) as the Contractor has specifically produced or specifically acquired for the performance of such part of this contract as has been terminated; and the Contractor shall, upon direction of the Contracting Officer, protect and preserve property in possession of the Contractor in which the Court has an interest. Payment for completed supplies delivered to and accepted by the Court will be at the contract price. Payment for manufacturing materials delivered to and accepted by the Court and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and Contracting Officer; failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of the **Disputes** clause of this contract. The Court may withhold from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sum as the Contracting Officer determines to be necessary to protect the Court against loss because of outstanding liens or claims of former lien holders.

(e) If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination of convenience of the Court, be the same as if the notice of termination had been issued pursuant to such clause.

(f) The rights and remedies of the Court provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(g) As used in paragraph (c) of this clause, the term “subcontractor(s)” means subcontractor(s) at any tier.

#### **16. Termination for Convenience of the Court.**

(a) The Court may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Court’s interest. The Contracting Officer shall terminate by delivering to the Contractor a written Notice of Termination specifying the extent of termination and effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

- (1) Stop work as specified in the notice.
- (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
- (3) Terminate all contracts to the extent they relate to the work terminated.
- (4) Assign to the Court, as directed by the Contracting Officer, all rights, title and interest of the Contractor under the subcontracts terminated, in which case the Court will have the right to settle or pay any termination settlement proposal arising out of those terminations.
- (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts. The approval or ratification will be final for purposes of this clause.
- (6) As directed by the Contracting Officer, transfer title and deliver to the Court (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other materials produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract has been completed, would be required to be furnished to the Court.
- (7) Complete performance of the work not terminated.
- (8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Court has or may acquire an interest.
- (9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (6) above; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Court under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) After the expiration of ninety (90) days (or such longer period as may be agreed to) after receipt by the Contracting Officer of acceptable inventory schedules, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality of termination

inventory not previously disposed of excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Court to remove those items or enter into an agreement for their storage. Within fifteen (15) days, the Court will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within forty five (45) days from submission of the list, and shall correct the list, as necessary, before final settlement.

(d) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than one year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this one year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after one year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due to the Contractor because of the termination and shall pay the amount determined.

(e) Subject to paragraph (d) above, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (e) or paragraph (f) below, exclusive of costs shown in subparagraph (f)(3) below, may not exceed the total contract price as reduced by (1) the amount of payment previously made and (2) the contract price of work not terminated. The contract shall be amended, and the Contractor paid the agreed amount. Paragraph (f) below shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(f) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (e) above:

(1) The contract price for completed supplies or services accepted by the Court (or sold or acquired under subparagraph (b)(9) above) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of :

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) above;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subparagraph (f)(1) above; and

(iii) A sum, as profit on subparagraph (f)(1) above, determined by the Contracting Officer to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subparagraph (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable cost of settlement of the work terminated, including-

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontractors (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(g) Except for normal spoilage, and except to the extent that the Court expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (f) above, the fair value as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Court or to a buyer.

(h) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraphs (d), (f) or (j), except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (d) or (j), and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraph (d), (f) or (j), the Court will pay the Contractor (1) the amount determined by the Contracting Officer if there is no right of appeal or if no timely appeal has been taken, or (2) the amount finally determined on an appeal.

(i) In arriving at the amount due the Contractor under this clause, there shall be deducted:

(1) All unliquidated advances or other payments to the Contractor under the termination portion of the contract;

(2) Any claim which the Court has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Court.

(j) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within ninety (90) days from the effective date of termination unless extended in writing by the Contracting Officer.

(k)(1) The Court may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor shall be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Court upon demand together with interest computed at the rate of 10 percent (10%) per year. Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess payment is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(l) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Court, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, micrographs, or other authentic reproductions may be maintained instead of original records and documents.

**17. Termination of Contracts for Certain Crimes and Violations.**

(a) The District may terminate without liability any contract and may deduct from the contract price or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid in violation of this title if:

(1) The Contractor has been convicted of a crime arising out of or in connection with the procurement of any work to be done or any payment to be made under the contract; or

(2) There has been any breach or violation of:

(A) Any provision of the Procurement Practices Act of 1985, as amended, or

(B) The contract provision against contingent fees.

(b) If a contract is terminated pursuant to this clause, the Contractor:

(1) May be paid only the actual costs of the work performed to the date of termination, plus termination costs, if any; and

(2) Shall refund all profits or fixed fees realized under the Contract.

(c) The rights and remedies contained in this are in addition to any other right or remedy provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law.

**18. Protests and Disputes.**

Any protest or dispute arising under or out of this contract is subject to the provisions of Chapter 8 of the Procurement Guidelines of the District of Columbia Courts (August 2003 or subsequent modifications).

**19. Independent Contractor Relationship.**

It is expressly understood and agreed that the professional technical personnel assigned by the Contractor to work under this contract are the Contractor's employees or agents. Under no circumstances are such individuals to be considered Court employees or agents. Contractor and its employees shall be considered in an independent contract relationship with the Court at all times.

**20. Security.**

Contractor agrees that its employees shall treat as strictly confidential, all information received as a result of the performance of this contract. Such information will not, except as required by law, be disclosed to anyone outside of the Court's organization during the period of this contract or thereafter.

**21. Officials not to Benefit.**

Unless a determination is made as provided herein, no officer or employee of the District of Columbia government shall be admitted to any share or part of this contract or to any benefit arising therefrom, and any contract made by the Contracting Officer or any Court employee authorized to execute contracts in which they or an employee of the Court will be personally interested shall be void, and no payment shall be made thereon by the Court or any officer thereof, but this provision shall not be construed to extend to this contract to the extent that this contract is made with a corporation for the corporation's general benefit. A District employee shall not be a party to a contract with the Court and will not knowingly cause or allow a business concern or other organization owned or substantially owned or controlled by the employee to be a party to such a contract, unless a written determination has been made

by the Court that there is a compelling reason for contracting with the employee, such as when the Court's needs cannot reasonably otherwise be met.

**22. Retention and Examination of Books.**

The Contractor shall retain all books, records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of three years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of three years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.

The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, Court, or other personnel duly authorized by the Contracting Officer.

The Contracting officer, or his or her duly authorized representative shall, until three years after final payment, have the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this contract.

**23. Recovery of Debts Owed the Court.**

The Contractor hereby agrees that the Court may use all or any portion of any consideration or refund due the Contractor under this contract to satisfy, in whole or part, any debt due to the Court.

**24. Appropriation of Funds.**

The Court's liability under this contract is contingent upon the availability of appropriated monies with which to make payment for the contract purposes. The legal liability on the part of the Court for the payment of any money shall not arise unless such appropriated monies shall have been provided.

**25. Non-Discrimination in Employment.**

(a) The Contractor shall not discriminate in any manner against an employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, or political affiliation, as these terms are defined in the District of Columbia Human Rights Act, as amended (D.C. Official Code § 2-1401.02). The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation or political affiliation. The affirmative action shall include, but not be limited to the following: employment, upgrading, or transfer; recruitment or recruitment

advertising; demotion, layoff, or termination; rates of pay, or other forms of compensation; and selection for training and apprenticeship.

(b) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions in paragraph (a) of this clause.

(c) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation or political affiliation.

(d) The Contractor agrees to send each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising each labor union or worker's representative of the commitment Contractor has made pursuant to paragraph n (a) of this clause.

(e) The Contractor agrees to permit the Contracting Officer or his or her designated representative access to the Contractor's books, records, and accounts, pertaining to its employment practices for purposes of investigation to ascertain compliance with the provisions contained in this clause.

(f) The Contractor shall include in every subcontract the provisions contained in paragraphs (a), (b), (c), (d) and (e) of this clause so that such provisions will be binding upon each subcontractor.

**26. Buy American Act.**

(a) The Buy American Act (41 U.S.C. §10a) provides that the District of Columbia give preference to domestic end products. "Components," as used in this clause, means those articles, materials, and supplies incorporated directly into the end products. "Domestic end product," as used in this clause, means (1) an un-manufactured end product mined or produced in the United States, or (2) an end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States, exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the products referred to in subparagraphs (b)(3) or (4) of this clause shall be treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic. "End products," as used in this clause, means those articles, materials, and supplies to be acquired for public use under this contract.

(b) The Contractor shall deliver only domestic end products, except those-

(1) For use outside the United States;

(2) For which the Court determines the cost to be unreasonable;



(3) For which the Court determines that domestic preference would be inconsistent with the public interest; or

(4) That the Court determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

**27. Service Contract Act of 1965.**

(a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. §351 *et seq.*). "Contractor," as used in this clause, means the prime Contractor or any subcontractor at any tier. "Service employee," as used in this clause, means any person (other than a person employed in a bona fide executive, administrative, or professional capacity as defined in 29 CFR Part 541) engaged in performing a Court contract not exempted under 41 U.S.C. §356, the principal purpose of which is to furnish services in the United States, as defined in section 22.1001 of the Federal Acquisition Regulation. It includes all such persons regardless of the actual or alleged contractual relationship between them and a contractor or subcontractor.

(b) Applicability. To the extent that the Act applies, this contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). All interpretations of the Act in Subpart C of 29 CFR Part 4 are incorporated in this contract by reference. This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. §356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or the Secretary's authorized representative, as specified in any wage determination attached to this contract.

(2)(A) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed in it, but to be employed under this contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(B) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall

review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration (ESA), U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(C) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(D)(i) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(ii) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds to a contract under which the classification in question was previously conformed pursuant to this paragraph (c), a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (*i.e.*, adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subparagraph (c)(2)(B) of this clause need not be followed.

(iii) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(E) The wage rate and fringe benefits finally determined under subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract;

(F) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) If the term of this contract is more than 1 year, the minimum wages and fringe benefits required for service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing any equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor shall pay any service or other employees performing work under this contract less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. §206). Nothing in this clause shall relieve the Contractor or any subcontractor of any other legal or contractual obligation to pay a higher wage to any employee.

(f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, then, in the absence of a minimum wage attachment to this contract, neither the Contractor nor the subcontractor shall pay any service employee performing this contract less than the wages and fringe benefits, including those accrued and any prospective increases, provided for under that agreement. No Contractor or subcontractor may be relieved of this obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing under 29 CFR 4.10, that the wages and fringe benefits provided for by that agreement vary substantially from those prevailing for similar services in the locality or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and 4.11 and parts 6 and 8 that some or all of the

wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to employees. The Contractor and any subcontractor shall notify each service employee commencing work on this contract of the minimum wage and any fringe benefits required to be paid, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor that are unsanitary, hazardous, or dangerous to the health or safety of service employees. The Contractor or subcontractor shall comply with the health standards applied under 29 CFR Part 1925.

(i) Records. (1) The Contractor and each subcontractor shall maintain for 3 years from the completion of work, and make available for inspection and transcription by authorized ESA representatives, a record of the following:

(A) For each employee subject to the Act:

(i) Name, address and social security number;

(ii) Work classification or classifications, rate or rates of wages and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(iii) Daily and weekly hours worked; and

(iv) Any deductions, rebates, or refunds from total daily or weekly compensation.

(B) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested

- parties or by ESA under the terms of paragraph (c) of this clause. A copy of the report required by subparagraph (c)(2)(B) of this clause will fulfill this requirement.
- (2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.
- (3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.
- (4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
- (k) Withholding of payments and termination of contract. The Contracting Officer shall withhold from the prime Contractor under this or any other Court contract with the prime contractor any sums the Contracting Officer, or an appropriate officer of the Labor Department, decides may be necessary to pay underpaid employees of the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination for default. In such event, the Court may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.
- (l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts.
- (m) Contractor's report.
- (1) If there is a wage determination attachment to this contract and any classes of service employees not listed on it are to be employed under the contract, the Contractor shall report promptly to the Contracting Officer the wages to be paid and the fringe benefits to be provided each of these classes, when determined under paragraph (c) of this clause.

(2) If wages to be paid or fringe benefits to be furnished any service employees under the contract are covered in a collective bargaining agreement effective at any time when the contract is being performed, the Contractor shall provide to the Contracting Officer a copy of the agreement and full information on the application and accrual of wages and benefits (including any prospective increases) to service employees working on the contract. The Contractor shall report when contract performance begins, in the case of agreements then in effect, and shall report subsequently effective agreements, provisions, or amendments promptly after they are negotiated.

(n) Contractor's Certification. By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Court contracts by virtue of the sanctions imposed under section 5 of the Act. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Court contract under section 5 of the Act. The penalty for making false statements is prescribed in the D.C. Code § 22-2405.

(o) Variations, tolerances, and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (c) through (l) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions authorized by the Secretary of Labor.

(1) In accordance with regulations issued under Section 14 of the Fair Labor Standards Act of 1938 by the Administrator of the Wage and Hour Division, ESA (29 CFR parts 520, 521, 524, and 525), apprentices, student learners, and workers whose earning capacity is impaired by age or by physical or mental deficiency or injury, may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Service Contract Act, without diminishing any fringe benefits or payments in lieu of these benefits required under section 2(a)(2) of the Act.

(2) The Administrator will issue certificates under the Act for employing apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages, but without changing requirements concerning fringe benefits or supplementary cash payments in lieu of these benefits.

(3) The Administrator may also withdraw, annul, or cancel such certificates under 29 CFR parts 525 and 528.

(p) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips shall be credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with regulations in 29 CFR part 531. However, the amount of credit shall not exceed 40 percent of the minimum rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 as amended.

**28. WALSH-HEALEY PUBLIC CONTRACTS ACT:**

(a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

**29. Governing Law.**

This contract shall be governed by the laws of the District of Columbia both as to interpretation and performance.

**30. Multiyear Contract.**

If this contract is a multiyear contract, then the following provision is made part of this contract: If funds are not appropriated or otherwise made available for the continued performance in a subsequent year of a multiyear contract, the contract for the subsequent year shall be terminated, either automatically or in accordance with the termination clause of the contract. Unless otherwise provided for in the contract, the effect of termination is to discharge both the Court and the Contractor from future performance of the contract, but not from the existing obligations. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

**31. Unenforceability of Unauthorized Obligations. (Added May 2017)**

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Court to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability, or providing for renewal of the contract in a subsequent fiscal year without requiring affirmative action from the contracting officer (unless pursuant to the Court's multiyear contracting authority), that would create an Anti-Deficiency Act violation (31 U.S.C. § 1341), the following shall govern:

(1) Any such clause is unenforceable against the Court.

(2) Neither the Court nor any Court authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or

"browse-wrap" agreements), execution does not bind the Court or any Court authorized end user to such clause.

(3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Court that is expressly authorized by statute and specifically authorized under applicable Court regulations and procedures.



**Attachment J.2**

**Anti-Collusion Statement  
(See following page)**

ANTI-COLLUSION STATEMENT

TO ALL BIDDERS/OFFERORS:

**THIS STATEMENT MUST BE EXECUTED AND RETURNED WITH BID/PROPOSAL DOCUMENTS.**

In the preparation and submission of this bid/proposal on behalf of \_\_\_\_\_ (name of vendor), we did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competition in violation of the Sherman Anti-Trust Act, 15 USCS, Sections 1 et seq.

The undersigned vendor hereby certifies that this agreement, or any claims resulting therefrom, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and that no person acting for, or employed by the D.C. Courts has an interest in, or is concerned with this proposal; and that no persons, firm or corporation, other than the undersigned, have or are interested in this proposal.

BY: \_\_\_\_\_

\_\_\_\_\_ COMPANY

\_\_\_\_\_ BUSINESS ADDRESS

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in

\_\_\_\_\_ City and State

\_\_\_\_\_ Notary Public

**Attachment J.3**

**Ethics in Public Contracting**  
**(See following page)**

**ETHICS IN PUBLIC CONTRACTING**

- A. To achieve the purpose of this section, all employees and persons doing business with the Court shall be required to observe the ethical standards prescribed herein. The Executive Officer shall make available and disseminate to every person doing business with the Court, and to every Court managerial employee with procurement responsibilities, the requirements of this section.
- B. It shall be a breach of ethical standards for any employee to participate directly or indirectly in a procurement when the employee knows that the employee or any member of the employee's immediate family has a financial interest pertaining to the procurement. When a Court employee knows that he or she has an actual or potential conflict of interest, or when the Executive Officer has determined that an actual conflict of interest exists, such employee shall be disqualified from the procurement involved.
- C. It shall be a breach of ethical standards for person to offer, give, or agree to give any employee or former employee, or for any employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of procurement.
- D. It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or higher tier subcontractor, as an inducement for the award of a subcontract or order.
- E. It shall be a breach of ethical standards for any employee, former employee or any other person knowingly to use confidential information for actual or anticipated personal gain. No employee or officer of the Court shall serve on the board of directors or other governing body (whether or not compensated) of any contractor with whom the Court has a current contractual relationship if the individual's responsibilities with the Court entail the letting or management of the contract.

BY: \_\_\_\_\_

\_\_\_\_\_  
COMPANY

**Attachment J.4**

**Non-Discrimination  
(See following page)**

**NON DISCRIMINATION**

Employment discrimination by contractor is prohibited.

Every contract over \$10,000.00 shall include or incorporate by reference the following provisions:

1. During the performance of this contract, the Contractor agrees as follows:
  - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
  - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The Contractor will include the provisions of the foregoing paragraphs, a, b, and c in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontract or vendor.

BY: \_\_\_\_\_

\_\_\_\_\_  
COMPANY

**Attachment J.5**

**Certification of Eligibility  
(See following page)**

CERTIFICATION OF ELIGIBILITY

PROJECT NAME: \_\_\_\_\_, being duly sworn, or under

penalty of perjury under the laws of the United States, certifies that, except as noted below, (the company) or any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any Federal, District or State statutes; has not been suspended, debarred voluntarily excluded or determined ineligible by any Federal, District, or State agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted; or has a Civil judgment rendered against it by a Court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
President or Authorized Official

\_\_\_\_\_  
Title

The penalties for making false statements are prescribed in the Program Fraud Civil Remedies Act of 1986 (Public Law 99-509, 31 U.S.C. 3801-3812).

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in

\_\_\_\_\_  
City and State

\_\_\_\_\_  
Notary Seal

\_\_\_\_\_  
Notary Public



**Attachment J.6**

**Tax Certification Affidavit  
(See following page)**

**TAX CERTIFICATION AFFIDAVIT**

For all bids/offers over 100,000.00, the following affidavit is required:

\_\_\_\_\_, 20\_\_\_\_\_.

I hereby certify that:

1. I have complied with the applicable tax law fillings and licensing requirements of the District of Columbia.

2. The following information is true and correct concerning the payment of my tax liability:

State: \_\_\_\_\_  Current  Not Current  
Unemployment Insurance \_\_\_\_\_  Current  Not Current

3. If not current, as checked in Item 2, I am in compliance with a payment agreement with the Department of Finance and Revenue  Yes  No, and/or the Department of Employment Services  Yes  No.

4. My tax numbers are as follows:

D.C. Employer Tax ID No.: \_\_\_\_\_  
Unemployment Insurance Account No.: \_\_\_\_\_  
D-U-N-S No.: \_\_\_\_\_

The D.C. Courts is hereby authorized to verify the above information with appropriate Government authorities. Penalty of making false statements is a fine of not more than \$1,000.00, imprisonment for not more than one (1) year or both, as prescribed in D.C. Code Sec. 22-2514. Penalty for false swearing is a fine of not more than \$2,500.00, imprisonment for not more than three (3) years, or both, as prescribed in D.C. Code Sec. 22-2513.

\_\_\_\_\_  
Signature of Person Authorized to Sign  
This Document

\_\_\_\_\_  
Title

\_\_\_\_\_  
Typed or Printed Name

Name of Organization \_\_\_\_\_

Notary: Subscribed and sworn before me this \_\_\_ day of \_\_\_\_\_, 20 at  
\_\_\_\_\_ at \_\_\_\_\_  
Month and Year City and State

**Attachment J.7**

**Certification Regarding a Drug-Free Workplace  
(See following page)**

**CERTIFICATION REGARDING A DRUG-FREE WORKPLACE**

A. Definition as used in this provision:

“Controlled substance” means a controlled substance as defined in Schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812) and as further defined in the regulation at 21 CFR 1308.11 - 1308.15.

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

“Drug free workplace” means a site for the performance of work done in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance.

“Employee” means an employee of a Contractor directed engaged in the performance of work under a D.C. Courts contract.

“Individual” means a bidder/offeree that has no more than one employee including the bidder/offeree.

B. By submission of its bid/offer, the bidder/offeree, if other than an individual who is making a bid/offer that equals or exceeds \$25,000.00, certifies and agrees that with respect to all employees of the bidder/offeree to be employed under a contract resulting from this solicitation will:

- (1) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor’s work place and specifying the actions that will be taken against employees for violation of each prohibition;
- (2) Establish a drug-free awareness program to inform such employees about:
  - (i) The dangers of drug abuse in the workplace;
  - (ii) The Contractor’s policy of maintaining a drug-free workplace;
  - (iii) Any available drug counseling, rehabilitation and employee assistance programs; and
  - (iv) The penalties that may be imposed upon employees for drug abuse violations in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (B), (1) of this provision;
- (4) Notifying such employees in the statement required by subparagraph (b), (1) of this provision, that as a condition of continued employment on the contract resulting from this solicitation, the employee will:
  - (i) Abide by the terms of the statement; and

- (ii) Notify the employer of any criminal drug statue conviction for violation occurring in the work place no later than five (5) days after such conviction;
- (5) Notify the Contracting Officer within ten (10) days after receiving notice under subdivision (B), (4), (ii) of this provision from an employee or otherwise receiving actual notice of such conviction;
- (6) Within thirty (30) days after receiving notice under subparagraph (B), (4) of this provision of a conviction, impose the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the work place:
  - (i) Take appropriate personnel action against such employee up to and including termination; or
  - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purpose by a Federal, State, or local health, law enforcement or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (B), (1) through (B), (6) of this provision.
- C. By submission of its bid/offer, the bidder/offeror, if an individual, who is making a bid/offer of any dollar value, certifies and agrees that the bidder/offeror will not engage in the unlawful manufacture distribution, dispensing, possession or use of a controlled substance in the performance of the contract resulting from this solicitation.
- D. Failure of the bidder/offeror to provide the certification required by paragraphs (B) or (C) of these provisions, renders the bidder/offeror unqualified and ineligible for award.
- E. In addition to other remedies available to the D.C. Courts, the certification in paragraphs (B) and (C) of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

**Concurrence:**

**AUTHORIZED CONTRACTOR PERSONNEL**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment J.8**

**District of Columbia Courts Release of Claims  
(See following page)**

**DISTRICT OF COLUMBIA COURTS**

**RELEASE OF CLAIMS**

The undersigned Contractor, pursuant to the term of Contract No. between the District of Columbia Courts herein referred to as the "Courts" and

\_\_\_\_\_ herein  
(Name of Contractor)

referred to as the "Contractor" for (type of service):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Located at: \_\_\_\_\_  
\_\_\_\_\_

1. The Contractor hereby certified that there is due and payable by the Courts to the Contractor under the contract and fully approved modifications the balance of:

\$ \_\_\_\_\_.

2. The Contractor further certified that in addition to the amount set forth in paragraph 1 above, there are outstanding and unsettled the following items which the Contractor claims are just and due and owing by the Courts to the Contractor:

- (a) \_\_\_\_\_
- (b) \_\_\_\_\_
- (c) \_\_\_\_\_
- (d) \_\_\_\_\_

(Itemize claims and amounts due. If none, so state)

3. The contractor further certified that all work required under this contract including work required under all modifications has been performed in accordance with the terms thereof and that there are no unpaid claims for materials, supplies, equipment, or service.
4. Except for the amounts stated in paragraph 1 and 2 above, the Contractor certifies that it has received from the Courts all sums of money pursuant to the above mentioned contract and any modifications.

5. That in consideration of the payment of the amount stated in paragraph 1 above, the Contractor does hereby release the Courts from any and all claims arising under or by virtue of this contract. Except the amount listed in paragraph 2 above, provided however, that if for any reason the Courts does not pay in full the amount stated in paragraph 1 above, said deduction shall not affect the validity of this release. But the amount so deducted shall be automatically included under paragraph 2 above, as an amount which the Contractor has not released but will release upon payment thereof. The Contractor further certifies that upon receipt of the payment of the amount listed in paragraph 2 above, and any amount with may be deducted from paragraph 1 above, the Contractor will release the Courts from any and all claims arising out of the above contract or any modifications thereof, and will execute such further release or assurance as the Courts may request.

In WITNESS WHEREOF, the Contractor has signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**WITNESS:**

**CONTRACTOR:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_(Seal)  
(Print of Type)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Official Title)

\_\_\_\_\_



**Attachment J.9**

**Past Performance Evaluation Form**  
(See following page)

**ATTACHMENT J.9**

**PAST PERFORMANCE EVALUATION FORM**

(Check appropriate box)

Performance Elements	Excellent	Good	Acceptable	Poor	Unacceptable
Quality of Services/ Work					
Timeliness of Performance					
Cost Control					
Business Relations					
Customer Satisfaction					

1. NAME & TITLE OF EVALUATOR: \_\_\_\_\_
2. SIGNATURE OF EVALUATOR: \_\_\_\_\_
3. NAME OF ORGANIZATION: \_\_\_\_\_
4. TELEPHONE NUMBER OF EVALUATOR: \_\_\_\_\_
5. State type of service received: \_\_\_\_\_
6. State Contract Number, Amount and period of Performance \_\_\_\_\_  
\_\_\_\_\_
7. Remarks on Excellent Performance: Provide data supporting this observation. (Continue on separate sheet if needed)
8. Remarks on unacceptable performance: Provide data supporting this observation. (Continue on separate sheet if needed)

## RATING GUIDELINES

Summarize Contractor performance in each of the rating areas. Assign each area a rating of 0 (Unacceptable), 1 (Poor), 2 (Acceptable), 3 (Good), 4(Excellent), or ++ (Plus). Use the following instructions a guidance in making these evaluations.

	<b>Quality Product/Service</b>	<b>Cost Control</b>	<b>Timeless of Performance</b>	<b>Business Relations</b>
	<ul style="list-style-type: none"> <li>-Compliance with contract requirements</li> <li>-Accuracy of reports</li> <li>-Appropriateness of personnel</li> <li>-Technical excellence</li> </ul>	<ul style="list-style-type: none"> <li>-Within budget (over/under target costs)</li> <li>-Current, accurate, and complete billings</li> <li>-Relationship of negated costs to actual</li> <li>-Cost efficiencies</li> <li>-Change order issue</li> </ul>	<ul style="list-style-type: none"> <li>-Meet Interim milestones</li> <li>-Reliable</li> <li>-Responsive to technical directions</li> <li>-Completed on time, including wrap-up and contract administration</li> <li>-No liquidated damages assessed</li> </ul>	<ul style="list-style-type: none"> <li>-Effective management</li> <li>-Businesslike correspondence</li> <li>-Responsive to contract requirements</li> <li>-Prompt notification of contract problems</li> <li>-Reasonable/cooperative</li> <li>-Flexible</li> <li>-Pro-active</li> <li>-effective contractor recommended solutions</li> <li>-Effective snail/small disadvantaged business Subcontracting program</li> </ul>
<b>0. Zero</b>	Nonconformances are comprises the achievement of contract requirements, despite use of Agency resources	Cost issues are comprising performance of contract requirements.	Delays are comprising the achievement of contract requirements, Despite use of Agency resources.	Response to inquiries, technical/ service/administrative issues is not effective and responsive.
<b>1, Unacceptable</b>	Nonconformances require major Agency resources to ensure achievement of contract requirements.	Cost issues require major Agency resources to ensure achievement of contract requirements.	Delays require major Agency resources to ensure achievement of contract requirements.	response to inquiries, technical/ service/administrative issues is marginally effective and responsive.
<b>2.Poor</b>	Nonconformances require minor Agency resources to ensure achievement of contract requirements.	Costs issues require minor Agency resources to ensure achievement of contract requirements.	Delays require minor Agency resources to ensure achievement of contract requirements.	Responses to inquiries, technical/ service/administrative issues is somewhat effective and responsive.
<b>3. Acceptable</b>	Nonconformances do not impact achievement of contract requirements.	Cost issues do not impact achievement of contract requirements.	Delays do not impact achievement of contract requirements.	Responses to inquires, technical/ service/administrative issues is usually effective and responsive.
<b>4.Good</b>	There are no quality problems.	There are no cost issues.	There are not delays.	Responses to inquiries, technical/ service/administrative issues is effective and responsive,
<b>5.Excellent</b>	The contractor has demonstrated an exceptional performance level in some or all of the above categories.			

**Attachment J.10**

**Wage Determination 2015-4281, Revision 25**  
**(See following page)**

"REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Daniel W. Simms                      Division of  
Director                                  Wage Determinations

Wage Determination No.: 2015-4281  
Revision No.: 25  
Date Of Last Revision: 12/27/2022

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<p>Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</p>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<p>Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</p>

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide  
Maryland Counties of Calvert, Charles, Prince George's  
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, Loudoun, Manassas, Manassas Park, Prince William, Stafford

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		19.39
01012 - Accounting Clerk II		21.79
01013 - Accounting Clerk III		24.36
01020 - Administrative Assistant		37.47
01035 - Court Reporter		28.71
01041 - Customer Service Representative I		16.73
01042 - Customer Service Representative II		18.25
01043 - Customer Service Representative III		20.48
01051 - Data Entry Operator I		16.64
01052 - Data Entry Operator II		18.16
01060 - Dispatcher, Motor Vehicle		23.00
01070 - Document Preparation Clerk		18.23
01090 - Duplicating Machine Operator		18.23

01111 - General Clerk I	17.51
01112 - General Clerk II	19.12
01113 - General Clerk III	21.47
01120 - Housing Referral Assistant	25.33
01141 - Messenger Courier	19.79
01191 - Order Clerk I	16.71
01192 - Order Clerk II	18.23
01261 - Personnel Assistant (Employment) I	19.76
01262 - Personnel Assistant (Employment) II	22.10
01263 - Personnel Assistant (Employment) III	24.63
01270 - Production Control Clerk	26.81
01290 - Rental Clerk	18.17
01300 - Scheduler, Maintenance	20.31
01311 - Secretary I	20.31
01312 - Secretary II	22.72
01313 - Secretary III	25.33
01320 - Service Order Dispatcher	20.56
01410 - Supply Technician	37.47
01420 - Survey Worker	21.30
01460 - Switchboard Operator/Receptionist	17.45
01531 - Travel Clerk I	19.03
01532 - Travel Clerk II	20.71
01533 - Travel Clerk III	22.45
01611 - Word Processor I	18.62
01612 - Word Processor II	20.92
01613 - Word Processor III	23.39
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	28.60
05010 - Automotive Electrician	26.35
05040 - Automotive Glass Installer	24.82
05070 - Automotive Worker	24.82
05110 - Mobile Equipment Servicer	21.35
05130 - Motor Equipment Metal Mechanic	27.74
05160 - Motor Equipment Metal Worker	24.82
05190 - Motor Vehicle Mechanic	27.74
05220 - Motor Vehicle Mechanic Helper	19.53
05250 - Motor Vehicle Upholstery Worker	23.17
05280 - Motor Vehicle Wrecker	24.82
05310 - Painter, Automotive	26.35
05340 - Radiator Repair Specialist	24.82
05370 - Tire Repairer	15.88***
05400 - Transmission Repair Specialist	27.74
07000 - Food Preparation And Service Occupations	
07010 - Baker	17.31
07041 - Cook I	17.78
07042 - Cook II	20.67
07070 - Dishwasher	14.59***
07130 - Food Service Worker	14.77***
07210 - Meat Cutter	20.41
07260 - Waiter/Waitress	14.12***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	23.06
09040 - Furniture Handler	14.06***
09080 - Furniture Refinisher	22.12
09090 - Furniture Refinisher Helper	16.39
09110 - Furniture Repairer, Minor	19.45
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	14.32***
11060 - Elevator Operator	15.64***
11090 - Gardener	23.36
11122 - Housekeeping Aide	15.64***
11150 - Janitor	15.64***
11210 - Laborer, Grounds Maintenance	17.44
11240 - Maid or Houseman	14.58***

11260 - Pruner	16.35
11270 - Tractor Operator	21.37
11330 - Trail Maintenance Worker	17.44
11360 - Window Cleaner	16.64
12000 - Health Occupations	
12010 - Ambulance Driver	23.71
12011 - Breath Alcohol Technician	25.31
12012 - Certified Occupational Therapist Assistant	35.59
12015 - Certified Physical Therapist Assistant	30.02
12020 - Dental Assistant	23.78
12025 - Dental Hygienist	50.57
12030 - EKG Technician	37.13
12035 - Electroneurodiagnostic Technologist	37.13
12040 - Emergency Medical Technician	23.71
12071 - Licensed Practical Nurse I	22.63
12072 - Licensed Practical Nurse II	25.31
12073 - Licensed Practical Nurse III	28.22
12100 - Medical Assistant	18.95
12130 - Medical Laboratory Technician	28.82
12160 - Medical Record Clerk	22.95
12190 - Medical Record Technician	27.06
12195 - Medical Transcriptionist	20.72
12210 - Nuclear Medicine Technologist	43.13
12221 - Nursing Assistant I	13.87***
12222 - Nursing Assistant II	15.59***
12223 - Nursing Assistant III	17.01
12224 - Nursing Assistant IV	19.11
12235 - Optical Dispenser	25.02
12236 - Optical Technician	21.36
12250 - Pharmacy Technician	18.40
12280 - Phlebotomist	21.37
12305 - Radiologic Technologist	37.13
12311 - Registered Nurse I	30.40
12312 - Registered Nurse II	36.78
12313 - Registered Nurse II, Specialist	36.78
12314 - Registered Nurse III	44.14
12315 - Registered Nurse III, Anesthetist	44.14
12316 - Registered Nurse IV	52.91
12317 - Scheduler (Drug and Alcohol Testing)	31.36
12320 - Substance Abuse Treatment Counselor	28.68
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	24.30
13012 - Exhibits Specialist II	30.10
13013 - Exhibits Specialist III	36.82
13041 - Illustrator I	22.26
13042 - Illustrator II	27.57
13043 - Illustrator III	33.73
13047 - Librarian	42.46
13050 - Library Aide/Clerk	17.98
13054 - Library Information Technology Systems Administrator	38.33
13058 - Library Technician	23.37
13061 - Media Specialist I	27.67
13062 - Media Specialist II	30.94
13063 - Media Specialist III	34.50
13071 - Photographer I	20.30
13072 - Photographer II	22.87
13073 - Photographer III	28.64
13074 - Photographer IV	34.67
13075 - Photographer V	41.62
13090 - Technical Order Library Clerk	22.57
13110 - Video Teleconference Technician	30.04
14000 - Information Technology Occupations	
14041 - Computer Operator I	22.89
14042 - Computer Operator II	25.63

14043 - Computer Operator III	28.56
14044 - Computer Operator IV	31.72
14045 - Computer Operator V	35.16
14071 - Computer Programmer I	(see 1) 26.99
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	22.89
14160 - Personal Computer Support Technician	31.72
14170 - System Support Specialist	38.69
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	36.47
15020 - Aircrew Training Devices Instructor (Rated)	44.06
15030 - Air Crew Training Devices Instructor (Pilot)	52.81
15050 - Computer Based Training Specialist / Instructor	36.47
15060 - Educational Technologist	46.20
15070 - Flight Instructor (Pilot)	52.81
15080 - Graphic Artist	36.01
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	51.76
15086 - Maintenance Test Pilot, Rotary Wing	51.76
15088 - Non-Maintenance Test/Co-Pilot	51.76
15090 - Technical Instructor	31.61
15095 - Technical Instructor/Course Developer	38.67
15110 - Test Proctor	25.52
15120 - Tutor	25.52
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	17.13
16030 - Counter Attendant	17.13
16040 - Dry Cleaner	19.57
16070 - Finisher, Flatwork, Machine	17.13
16090 - Presser, Hand	17.13
16110 - Presser, Machine, Drycleaning	17.13
16130 - Presser, Machine, Shirts	17.13
16160 - Presser, Machine, Wearing Apparel, Laundry	17.13
16190 - Sewing Machine Operator	20.38
16220 - Tailor	21.20
16250 - Washer, Machine	17.94
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	29.55
19040 - Tool And Die Maker	35.89
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	22.18
21030 - Material Coordinator	26.81
21040 - Material Expediter	26.81
21050 - Material Handling Laborer	15.98***
21071 - Order Filler	16.60
21080 - Production Line Worker (Food Processing)	22.18
21110 - Shipping Packer	18.17
21130 - Shipping/Receiving Clerk	18.17
21140 - Store Worker I	16.31
21150 - Stock Clerk	20.29
21210 - Tools And Parts Attendant	22.18
21410 - Warehouse Specialist	22.18
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	40.71
23019 - Aircraft Logs and Records Technician	32.27
23021 - Aircraft Mechanic I	38.65
23022 - Aircraft Mechanic II	40.71
23023 - Aircraft Mechanic III	42.69
23040 - Aircraft Mechanic Helper	27.20
23050 - Aircraft, Painter	36.70
23060 - Aircraft Servicer	32.27



23070 - Aircraft Survival Flight Equipment Technician	36.70
23080 - Aircraft Worker	34.57
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	34.57
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	38.65
23110 - Appliance Mechanic	22.74
23120 - Bicycle Repairer	17.40
23125 - Cable Splicer	36.39
23130 - Carpenter, Maintenance	27.29
23140 - Carpet Layer	22.54
23160 - Electrician, Maintenance	29.95
23181 - Electronics Technician Maintenance I	32.91
23182 - Electronics Technician Maintenance II	34.94
23183 - Electronics Technician Maintenance III	36.78
23260 - Fabric Worker	25.98
23290 - Fire Alarm System Mechanic	29.84
23310 - Fire Extinguisher Repairer	23.94
23311 - Fuel Distribution System Mechanic	37.07
23312 - Fuel Distribution System Operator	28.53
23370 - General Maintenance Worker	23.48
23380 - Ground Support Equipment Mechanic	38.65
23381 - Ground Support Equipment Servicer	32.27
23382 - Ground Support Equipment Worker	34.57
23391 - Gunsmith I	23.94
23392 - Gunsmith II	27.83
23393 - Gunsmith III	31.11
23410 - Heating, Ventilation And Air-Conditioning Mechanic	30.17
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	31.78
23430 - Heavy Equipment Mechanic	29.18
23440 - Heavy Equipment Operator	26.20
23460 - Instrument Mechanic	33.14
23465 - Laboratory/Shelter Mechanic	29.55
23470 - Laborer	16.48
23510 - Locksmith	32.72
23530 - Machinery Maintenance Mechanic	30.29
23550 - Machinist, Maintenance	30.16
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	33.14
23592 - Metrology Technician II	34.91
23593 - Metrology Technician III	36.61
23640 - Millwright	29.89
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	22.38
23790 - Pipefitter, Maintenance	30.60
23810 - Plumber, Maintenance	29.07
23820 - Pneudraulic Systems Mechanic	31.11
23850 - Rigger	31.05
23870 - Scale Mechanic	27.83
23890 - Sheet-Metal Worker, Maintenance	29.04
23910 - Small Engine Mechanic	22.69
23931 - Telecommunications Mechanic I	37.06
23932 - Telecommunications Mechanic II	39.03
23950 - Telephone Lineman	37.13
23960 - Welder, Combination, Maintenance	27.58
23965 - Well Driller	27.13
23970 - Woodcraft Worker	31.11
23980 - Woodworker	23.94
24000 - Personal Needs Occupations	
24550 - Case Manager	20.75
24570 - Child Care Attendant	15.17***
24580 - Child Care Center Clerk	18.91
24610 - Chore Aide	14.42***

24620 - Family Readiness And Support Services Coordinator	20.75
24630 - Homemaker	20.75
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	37.98
25040 - Sewage Plant Operator	28.29
25070 - Stationary Engineer	37.98
25190 - Ventilation Equipment Tender	26.74
25210 - Water Treatment Plant Operator	28.29
27000 - Protective Service Occupations	
27004 - Alarm Monitor	23.83
27007 - Baggage Inspector	19.39
27008 - Corrections Officer	29.35
27010 - Court Security Officer	30.66
27030 - Detection Dog Handler	21.69
27040 - Detention Officer	29.35
27070 - Firefighter	31.96
27101 - Guard I	19.39
27102 - Guard II	21.69
27131 - Police Officer I	33.25
27132 - Police Officer II	36.96
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	16.91
28042 - Carnival Equipment Repairer	18.48
28043 - Carnival Worker	12.94***
28210 - Gate Attendant/Gate Tender	18.07
28310 - Lifeguard	12.75***
28350 - Park Attendant (Aide)	20.22
28510 - Recreation Aide/Health Facility Attendant	14.76***
28515 - Recreation Specialist	25.05
28630 - Sports Official	16.10***
28690 - Swimming Pool Operator	21.48
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	34.82
29020 - Hatch Tender	34.82
29030 - Line Handler	34.82
29041 - Stevedore I	32.51
29042 - Stevedore II	36.97
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	46.70
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	32.20
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	35.47
30021 - Archeological Technician I	20.86
30022 - Archeological Technician II	23.34
30023 - Archeological Technician III	28.90
30030 - Cartographic Technician	28.90
30040 - Civil Engineering Technician	32.88
30051 - Cryogenic Technician I	32.01
30052 - Cryogenic Technician II	35.36
30061 - Drafter/CAD Operator I	20.86
30062 - Drafter/CAD Operator II	23.34
30063 - Drafter/CAD Operator III	26.01
30064 - Drafter/CAD Operator IV	32.01
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61
30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	28.90
30095 - Evidence Control Specialist	28.90
30210 - Laboratory Technician	28.21
30221 - Latent Fingerprint Technician I	37.63
30222 - Latent Fingerprint Technician II	41.56
30240 - Mathematical Technician	35.01

30361 - Paralegal/Legal Assistant I	23.32
30362 - Paralegal/Legal Assistant II	28.90
30363 - Paralegal/Legal Assistant III	35.35
30364 - Paralegal/Legal Assistant IV	42.76
30375 - Petroleum Supply Specialist	35.36
30390 - Photo-Optics Technician	28.90
30395 - Radiation Control Technician	35.36
30461 - Technical Writer I	28.83
30462 - Technical Writer II	35.27
30463 - Technical Writer III	42.68
30491 - Unexploded Ordnance (UXO) Technician I	29.68
30492 - Unexploded Ordnance (UXO) Technician II	35.91
30493 - Unexploded Ordnance (UXO) Technician III	43.04
30494 - Unexploded (UXO) Safety Escort	29.68
30495 - Unexploded (UXO) Sweep Personnel	29.68
30501 - Weather Forecaster I	32.01
30502 - Weather Forecaster II	38.93
30620 - Weather Observer, Combined Upper Air Or	(see 2) 26.01
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 28.90
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	35.91
31020 - Bus Aide	16.18***
31030 - Bus Driver	23.52
31043 - Driver Courier	20.34
31260 - Parking and Lot Attendant	15.09***
31290 - Shuttle Bus Driver	19.93
31310 - Taxi Driver	17.71
31361 - Truckdriver, Light	22.24
31362 - Truckdriver, Medium	24.14
31363 - Truckdriver, Heavy	23.78
31364 - Truckdriver, Tractor-Trailer	23.78
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	17.51
99030 - Cashier	13.79***
99050 - Desk Clerk	14.61***
99095 - Embalmer	34.10
99130 - Flight Follower	29.68
99251 - Laboratory Animal Caretaker I	16.35
99252 - Laboratory Animal Caretaker II	17.88
99260 - Marketing Analyst	37.55
99310 - Mortician	34.10
99410 - Pest Controller	21.91
99510 - Photofinishing Worker	18.65
99710 - Recycling Laborer	22.98
99711 - Recycling Specialist	28.16
99730 - Refuse Collector	20.81
99810 - Sales Clerk	14.24***
99820 - School Crossing Guard	18.02
99830 - Survey Party Chief	31.00
99831 - Surveying Aide	19.26
99832 - Surveying Technician	29.45
99840 - Vending Machine Attendant	17.03
99841 - Vending Machine Repairer	21.64
99842 - Vending Machine Repairer Helper	17.03

\*\*\*Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20 per hour) or 13658 (\$12.15 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into

with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.80 per hour, up to 40 hours per week, or \$192.00 per week or \$832.00 per month

HEALTH & WELFARE EO 13706: \$4.41 per hour, up to 40 hours per week, or \$176.40 per week, or \$764.40 per month\*

\*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to

this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**\*\* REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) \*\***

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

**Attachment J.11**

**Functional and Technical Requirements  
(See Excel File)**



**Attachment J.12**

**Sample Reports and Queries  
(See Excel File)**

**Attachment J.13**

**Offeror References and Solution Users**  
(See following page)

**Appendix J.13: Solution Users and Offeror References**

Offerors shall complete all tables in this exhibit. If the Offeror does not consider a table relevant, Offeror shall include the table in Offeror’s response and state “not relevant.”

**Offeror Reference #1**

Reference #1	
Name of Client Jurisdiction / Organization	
Mailing Address, including City, State, Zip	
Contact Name	
Contact Title	
Contact Telephone Number	
Contact E-mail Address	
Software Implemented – list all modules, implemented versions, versions currently in use, and number of users	
Contract Term (Start - End Dates)	
Original Contract Amount	\$
Cumulative Amount of Contract Changes	\$

**Offeror Reference #2**

Reference #2	
Name of Client Jurisdiction / Organization	
Mailing Address, including City, State, Zip	
Contact Name	
Contact Title	
Contact Telephone Number	
Contact E-mail Address	
Software Implemented – list all modules, implemented versions, versions currently in use, and number of users	
Contract Term (Start - End Dates)	
Original Contract Amount	\$
Cumulative Amount of Contract Changes	\$

### Offeror Reference #3

Reference #3	
Name of Client Jurisdiction / Organization	
Mailing Address, including City, State, Zip	
Contact Name	
Contact Title	
Contact Telephone Number	
Contact E-mail Address	3
Software Implemented – list all modules, implemented versions, versions currently in use, and number of users	
Contract Term (Start - End Dates)	
Original Contract Amount	\$
Cumulative Amount of Contract Changes	\$

### Offeror Reference #4

Reference #4	
Name of Client Jurisdiction / Organization	
Mailing Address, including City, State, Zip	
Contact Name	
Contact Title	
Contact Telephone Number	
Contact E-mail Address	
Software Implemented – list all modules, implemented versions, versions currently in use, and number of users	
Contract Term (Start - End Dates)	
Original Contract Amount	\$
Cumulative Amount of Contract Changes	\$

### Offeror Reference #5

Reference #5	
Name of Client Jurisdiction / Organization	
Mailing Address, including City, State, Zip	
Contact Name	
Contact Title	
Contact Telephone Number	
Contact E-mail Address	
Software Implemented – list all modules, implemented versions, versions currently in use, and number of users	
Contract Term (Start - End Dates)	
Original Contract Amount	\$
Cumulative Amount of Contract Changes	\$

### All Clients Utilizing the Proposed Solution in a Production Environment

Offerors shall list all clients currently using the proposed solution in a production environment. Include the client contact name, contact information, current status (operational; currently in use; discontinued); implementation timeline, go-live date, and current releases of software in use.

<b>Client Names, Emails, and Phone Numbers</b> (add rows if necessary)	<b>Status</b> (Please specify if this is Operational, Current, or Discontinued)	<b>Implementation Timeline</b>	<b>Go-Live Date</b> (Please specify if this is the Actual or Planned Go-Live)	<b>Current Release of Software</b>
I. Name: Email: Phone Number:				
II. Name: Email: Phone Number:				
III. Name: Email: Phone Number:				
IV. Name: Email: Phone Number:				
V. Name: Email: Phone Number:				
VI. Name: Email: Phone Number:				
VII. Name: Email: Phone Number:				
VIII. Name: Email: Phone Number:				
IX. Name: Email: Phone Number:				
X. Name: Email: Phone Number:				
XI. Name: Email: Phone Number:				
XII. Name: Email: Phone Number:				
XIII. Name: Email: Phone Number:				

**District of Columbia Court of Appeals RFP No. DCSC-23-RFP-30: Appellate Case Management System**

<b>Client Names, Emails, and Phone Numbers</b> (add rows if necessary)	<b>Status</b> (Please specify if this is Operational, Current, or Discontinued)	<b>Implementation Timeline</b>	<b>Go-Live Date</b> (Please specify if this is the Actual or Planned Go-Live)	<b>Current Release of Software</b>
XIV. Name: Email: Phone Number:				
XV. Name: Email: Phone Number:				
XVI. Name: Email: Phone Number:				
XVII. Name: Email: Phone Number:				
XVIII. Name: Email: Phone Number:				
XIX. Name: Email: Phone Number:				
XX. Name: Email: Phone Number:				
XXI. Name: Email: Phone Number:				
XXII. Name: Email: Phone Number:				
XXIII. Name: Email: Phone Number:				
XXIV. Name: Email: Phone Number:				
XXV. Name: Email: Phone Number:				
XXVI. Name: Email: Phone Number:				
XXVII. Name: Email: Phone Number:				

**Attachment J.14**

**Price Proposal Template  
(See Excel File)**



**Attachment J.15**

**Question Submission Template  
(See following page)**

D.C. Courts  
Case Management System

**INSTRUCTIONS:** Offerors shall submit questions pertaining to this RFP by populating the blue-shaded cells. Questions are due to the contact person and by the due date and time listed in the RFP. Add rows as necessary.

	OFFEROR QUESTION	RFP SECTION & PAGE NUMBER	D.C. COURTS RESPONSE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
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18			
19			
20			

**Attachment J.16**

**Interface Descriptions  
(See following page)**

## Appendix J.16 - Interface Descriptions

ID	Required Interface System	Current Interface Status	Source System Hosting Location	Database	Direction of Data	Frequency	Description of Data Exchanged	Priority for Go-Live
1	<b>Odyssey Court CMS for Superior Court</b>	Current	Cloud	SQL Server	Outbound from DCCA CMS	Near real-time	At a minimum, orders (dismissing appeal, granting/denying a stay, granting/denying writs of mandamus & resolving the case on the merits), MOJs, opinions, and mandates should be able to be transmitted to the Superior Court. Also, C-Track should transmit case information, including case numbers, attorney names, etc. to the Superior Court upon cases being originated in the Court of Appeals (e.g. small claims, select criminal cases). Unique appeals case numbers should be transmitted on all exchanged appellate cases.	Must Have
					Inbound to DCCA CMS		At a minimum, notices of appeal, the appellate package (to include all filings, exhibits (lodged or admitted), transcripts, jury notes, case-related communications between the Court and counsel (generally emails)), and any materials later added should be transmitted to the Court of Appeals CMS. The appellate package will be a large electronic package including all case documents, docket, transcripts, exhibits, audio/video recordings, and any information relating to the appealed case. Exchange shall include the ability to send notifications to judge panels and defined DCCA staff regarding Superior Court filings and any case activity applicable to an appealed case.	
2	<b>Odyssey Financial Manager</b>	Future	Cloud	SQL Server	Inbound to DCCA CMS	Near real-time	Transmit data such as the Check Number from the financial system to populate the case record in the CMS.	Must Have
					Outbound from DCCA CMS		Transmit data such as financial transactions receipted in the CMS to the financial system.	
3	<b>Credit Card Processor</b>	Future	Cloud	SQL Server	Outbound from DCCA CMS and Inbound to DCCA CMS	Real-time	Charge information for DCCA fees will be handed to DCSC's Odyssey for processing then confirmation will be sent back to the DCCA's CMS.	Must Have

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ID	Required Interface System	Current Interface Status	Source System Hosting Location	Database	Direction of Data	Frequency	Description of Data Exchanged	Priority for Go-Live
4	<b>Web Voucher System</b>	In Process	On-premises	Oracle	Outbound from DCCA CMS	Near real-time	A near real time interface process that automatically generates payment vouchers for attorneys as well as other individuals providing services to the Court. Triggered by the application of certain docket entries in the CMS, the interface runs nightly for Multidoor, SC-CCAN, and SC-CJA. The data fields pulled vary by interface and customer needs, but generally include case number, Attorney/Mediator, appointment date or mediation date, and charge or mediation outcome.	Must Have
5	<b>Business Intelligence/Data Warehouse Platform</b>	Current	On-premises	Oracle	Outbound from DCCA CMS	Near real-time	Case Management Data is replicated to the data warehouse staging environment using SharePlex replication technology. Data is then populated to the Courts' data warehouse (Oracle OBIE) near-real-time using the ODI ETL tool. Subject Areas are created for all case management functional areas for end user Operational reports, Dashboards, Trend analysis and AD-hoc self service analytics.	Must Have
6	<b>CourtSmart</b>	Future	On-premises	SQL Server	Inbound to DCCA CMS	Near real-time	Allow CourtSmart digital recordings to be associated to cases in the CMS. Users shall be able to access and listen to a recording on-demand from the CMS. In addition to access and playback, the recordings will have the capability to annotate ("tag") the case and trigger docket entries based on events such as when the argument was held. While not required, a real-time interface allowing users to listen to the hearings live from the CMS is desired. The DCCA currently uses YouTube to stream and archive case videos and accessing the videos through the CMS is desired.	Want to Have
7	<b>District of Columbia Bar Association</b>	Future	TBD	TBD	Inbound to DCCA CMS	Daily	An electronic interface that provides the CMS with new and updated information on practicing attorneys in the District of Columbia. DCCA would expect to receive notification of attorneys not in good standing with the Bar.	Must Have