

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

ISSUED BY: DISTRICT OF COLUMBIA COURTS
ADMINISTRATIVE SERVICES DIVISION
PROCUREMENT AND CONTRACTS BRANCH
510 4TH STREET, NW, BUILDING B, SUITE 323
WASHINGTON, DC 20001

DATE ISSUED: April 1, 2026

OPENING DATE: April 1, 2026

OPENING TIME: 9:00 am., EST

SOLICITATION NUMBER: DCSC-26-RFP-66

CLOSING DATE: April 21, 2026

CLOSING TIME: 1:00 pm., EST

OFFER/BID FOR: Quality Assurance and Software Testing Services
to Support Implementation of Court of Appeals
(COA's) Case Management System

MARKET TYPE: OPEN

SOLICITATION TYPE: RFP

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

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

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

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

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

A.3 REQUIRED SUPPLIES OR SERVICES

The District of Columbia Courts (“Courts” or “DCC”) on behalf of the District of Columbia Court of Appeals (“DCCA” or “Court of Appeals”), in conjunction with the Information Technology Division (ITD) are seeking a qualified contractor to provide two (2) mid-level Quality Assurance (QA) and Software Testers to support the implementation of the Court of Appeals Case Management System, a web-based enterprise application as specified in Section C (Description/Specifications/Work Statement).

A.4 OPEN MARKET

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

A.5 CONTRACT AWARD

The Courts anticipate the award of a single firm fixed priced contract for a one-year base term with a one-year option period to the responsible offeror whose offer conforms to the solicitation will be most advantageous to the Courts, considering price and other evaluation factors. See Sections L and M. The anticipated award date is June 15, 2026.

A.6 SAM REGISTRATION

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

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

A.7 COMMUNICATIONS AND QUESTIONS FROM OFFERORS

All written communications regarding this solicitation should be submitted by email to Mr. Ahmad Stanekzai, Senior Contract Specialist, at ahmad.stanekzai@dccsystem.gov. See Section L.4.

Questions from prospective contractors/offerors **must be submitted no later than 12:00 p.m. EST on April 8, 2026**. The Courts will not consider any questions received after that time.

No pre-proposal conference is planned.

A.8 SOLICITATION AMENDMENTS

The Courts will post all amendments, addenda, and responses to offeror questions on the D.C. Courts website <https://www.dccourts.gov/dc-courts/solicitations> and Sam.gov website

https://www.sam.gov. Oral explanations or instructions given by Courts officials or staff before the award of the contract will not be binding.

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

**OFFEROR HEREBY ACKNOWLEDGES RECEIPT OF SOLICITATION
AMENDMENTS OR ADDENDA ON THE FOLLOWING DATES:**

Amendment No.	Signature	Date	Amendment No.	Signature	Date

A.9 Proposal Submission and Identification.

Please see section L for details.

END OF SECTION A

SECTION B - PRICE/COST FOR SUPPLIES OR SERVICES

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

B.1 CONTRACT TYPE

This is a firm-fixed price contract.

B.2 PRICE/COST SCHEDULE

Base Year					
CLIN No.	Description of Service	Number of Hours Per QA/Software Tester	Unit Price/Hour	Quantity	Total Price
0001	Mid-level QA/Software Tester	2,040	\$ _____	2	\$ _____
Total Price - Base Year Term					\$ _____

Option Year 1					
CLIN No.	Description of Service	Number of Hours Per QA/Software Tester	Unit Price/Hour	Quantity	Total Price
0001	Mid-level QA/Software Tester	2,040	\$ _____	2	\$ _____
Total Price - Option Year 1					\$ _____

TOTAL PRICE FOR ALL PERIODS					\$ _____
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END OF SECTION B

SECTION C – DESCRIPTION / SPECIFICATIONS / WORK STATEMENT

C.1 Scope of Work

The Contractor must provide two (2) mid-level QA and Software Testers to support the implementation of the Court of Appeals Case Management System, a web-based enterprise application.

The two (2) mid-level QA and Software Testers shall provide testing services to ensure the development, integration, and deployment of reliable and secure information systems. Testing services shall include, but are not limited to:

- Database testing
- Functional testing
- Interface testing
- Software compatibility testing
- User Acceptance Testing (UAT)
- Regression testing
- Performance and load testing
- Disaster recovery testing
- End-to-end testing
- Section 508 accessibility testing

Performance testing, load testing, and disaster recovery testing shall be conducted periodically in coordination with the Information Technology Division (ITD) staff. The Contractor shall also provide knowledge transfer, training, and ongoing support to end users as required.

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

C.2.1 The D.C. Courts is the judicial branch of the District of Columbia and comprises three entities: the District of Columbia Court of Appeals, the Superior Court of the District of Columbia, and the District of Columbia Court System (“DCCS”). DCCS includes the Executive Office and administrative offices that support both courts. The D.C. Courts is a fully unified large urban court system with over 95 judicial officers and approximately 1,200 employees.

C.2.2 The Courts include the Court of Appeals, the District of Columbia’s highest court, the Superior Court, a trial court of general jurisdiction, and the Court System, which provides administrative functions for both courts. Because the District of Columbia has no intermediate appellate court, the Court of Appeals hears all cases appealed from the trial court. The Court of Appeals also reviews decisions and orders of D.C. Government administrative agencies. Final judgments of the Court of Appeals are reviewable by the U.S. Supreme Court.

C.2.3 The Superior Court has five major operating divisions which process civil, criminal, domestic violence, family, probate and tax cases. The Court also operates the

juvenile probation function for the District of Columbia, mediation programs and a Crime Victims Compensation Program which provides financial assistance to victims of violent crime and their families.

- C.2.4 The Court System provides business support services, including, but not limited to, capital projects, facility management, budget and finance, administrative services, human resources, legal counsel, training, planning, research and development, court reporting, and information technology.
- C.2.5 The ITD employs staff of about eighty-one (81) and is responsible for all aspects of business process automation, information systems management, network operations, server and storage management, courtroom technology support, security risk management and auditing, as well as desktop and peripheral support.
- C.2.6 The ITD's small QA and testing group supports in-house developed web-based applications using JAVA and Oracle APEX as well as Commercial-Off-The-Shelf (COTS) software packages.
- C.2.7 The ITD is an ITIL v.3 level 3 organization. Service Now is used for the entire service management life cycle.

C.3 Requirements – Quality Assurance and Software Testing Services

C.3.1 Testing Support Services

The Contractor shall provide QA and software testing support services for applications developed for and used by the DC Court of Appeals. All services shall be performed in accordance with direction from the ITD Project Manager.

Testing services may be required for IT projects utilizing **Waterfall, Agile, or DevOps methodologies**.

The Contractor shall provide the following personnel to accomplish the required QA and software testing support services:

- a) Two (2) Mid-Level Quality Assurance / Software Testers**

These resources shall be capable of performing all activities described in Section C.3.

The Contractor shall perform the following tasks:

- C.3.1.1 **Test Planning**

The Contractor shall develop and maintain comprehensive test plans that include, at a minimum:

- a) Identification of test environment requirements, including test data

and configuration.

b) Identification of testing types required for the system, including but not limited to:

- i. Database testing
- ii. Functional testing
- iii. Interface testing
- iv. Integration testing
- v. Software compatibility testing
- vi. User Acceptance Testing (UAT)
- vii. Regression testing
- viii. End-to-end testing
- ix. Performance and load testing
- x. Section 508 accessibility testing
- xi. Disaster recovery testing

c) Development of test entry and exit criteria and suspension criteria.

C.3.1.2 Requirements Analysis

The Contractor shall analyze user stories, system requirements, and technical specifications to determine appropriate testing approaches.

C.3.1.3 Requirements Traceability

The Contractor shall develop and maintain **Requirements Traceability Matrices (RTM)** to ensure full test coverage of system requirements.

C.3.1.4 Test Framework Development

The Contractor shall design and implement testing frameworks as necessary to support manual and automated testing.

C.3.1.5 Test Design

The Contractor shall design test scenarios and detailed test cases to validate functional and non-functional requirements.

C.3.1.6 Test Readiness Review

The Contractor shall participate in **Test Readiness Reviews (TRR)** to ensure the system, environment, and test artifacts are prepared prior to test execution.

C.3.1.7 Defect Management

The Contractor shall document and manage defects within the designated defect management tool.

Responsibilities include:

- a) Preparing and maintaining defect reports and logs
- b) Supporting quality control of test documentation
- c) Evaluating and enhancing the defect management process

C.3.1.8 Test Automation Documentation

The Contractor shall develop documentation supporting test automation including:

- a) Automation design documentation
- b) Automation user guides

C.3.1.9 Automated Functional Testing

Automated functional tests shall capture **transaction response time metrics** to provide early indicators of potential performance issues under single-user load conditions.

C.3.1.10 Automated Test Script Development

The Contractor shall:

- a) Develop automated test scripts
- b) Evaluate requirements to determine suitability for automation

C.3.1.11 Automation Code Review

The Contractor shall participate in code reviews for automated test scripts.

C.3.1.12 Automation Execution and Maintenance

The Contractor shall:

- a) Upload automated scripts into the testing tool
- b) Coordinate with configuration management to schedule automated test execution in support of continuous integration and deployment
- c) Maintain automated test scripts
- d) Verify data within system databases
- e) Perform regression testing
- f) Support User Acceptance Testing
- g) Ensure compliance with ITD testing and documentation standards.

All automated test scripts must successfully pass code review prior to implementation.

C.3.1.13 Test Artifacts Repository

The Contractor shall load all testing artifacts into the ITD testing results repository.

C.3.1.14 Test Tool Support

The Contractor shall support the implementation and maintenance of automated testing tools.

C.3.1.15 SDLC Compliance

The Contractor shall follow the ITD **System Development Life Cycle (SDLC)** processes when supporting project activities.

C.3.1.16 Industry Standards

The Contractor shall incorporate industry best practices aligned with **ISTQB and IEEE software testing standards**.

C.3.1.17 Agile Testing Support

The Contractor shall maintain the speed, flexibility, and adaptability required to support **Agile development environments**. Experience working in Agile environments is preferred.

C.3.1.18 Performance and Load Testing

The Contractor shall provide performance and load testing services including:

a) Script Development

- i. Develop performance and load testing scripts
- ii. Evaluate the system communication protocol to determine the appropriate scripting protocol
- iii. Utilize programming languages such as JavaScript, Java, Visual Basic, Oracle PL/SQL, and SQL where applicable

b) Test Scenario Development

Develop performance and load test scenarios including:

- i. Evaluation of test data
- ii. Evaluation of non-functional requirements and acceptance criteria.

c) Test Execution

- i. Upload scripts and artifacts into testing tools
- ii. Coordinate with configuration management to schedule performance testing in support of automated deployments
- iii. Maintain performance test scripts and scenarios
- iv. Conduct regression performance testing

d) Performance Monitoring. Monitor system-level statistics during performance test execution.

e) Reporting and Analysis

- i. Develop and submit performance test reports
- ii. Analyze performance test results
- iii. Collect front-end and backend system performance metrics
- iv. Correlate system performance statistics to provide comprehensive analysis

f) Tool Support. Support implementation and maintenance of performance testing tools.

- g) Collaboration.** Participate in testing and project team reviews and work collaboratively to resolve testing issues, bottlenecks, or performance problems.

C.3.2 Meetings

The Contractor shall participate in meetings scheduled by the ITD Project Manager including, but not limited to:

- b) Customer and development team meetings
- c) Client meetings
- d) Project planning sessions
- e) Project team meetings
- f) Defect tracking or bug triage meetings
- g) Project status meetings
- h) Operational Readiness Review meetings
- i) Weekly project meetings

END OF SECTION C

SECTION D - PACKAGING AND MARKING

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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.6.3 of this solicitation.

END OF SECTION E

SECTION F - DELIVERABLES AND PERFORMANCE

F.1 Contract Period of Performance

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

F.2 Option Period:

The Courts may extend the term of this Contract for one (1) year, or a fraction or multiple fractions thereof, at the sole discretion of the Courts and subject to the availability of appropriated funds.

F.3 Option to Extend the Term of the Contract

The Courts may extend the term of this contract for a one-year option period, 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 one-year option period. Failure to submit price for base year and one option year 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 two (2) years.

F.4 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:

Deliverable	Description	Delivery Timeline
Test Scenarios	High-level scenarios covering functional and integration workflows.	10 days before the start of validation for each Work Package.
Test Cases / Test Scripts	Detailed test scripts with steps, expected results, and	As soon as scenarios are approved and 5

	traceability to requirements.	days before formal testing begins for each Work Package.
Test Cases for Integration Testing	Test cases validating system interfaces and data exchange between systems.	As soon as scenarios are developed and 5 days before formal integration testing begins.
Test Cases for Custom-Developed Objects	Test cases validating custom features, workflows, and configurations.	As soon as scenarios are approved and before custom-developed objects testing begins.
Workflow Documentation	Completed documentation of system workflows used for testing and validation.	Before or early in each sprint, and updated as needed
Test Execution Results	Documentation of executed test cases and results (pass/fail).	During test execution
Defect / Issue Reports	Logging and tracking of defects discovered during testing and follow thru to resolution.	Continuous during testing
Test Status Reports	Summary of testing progress, defects, and risks.	Weekly during the testing cycle
Test Summary Report	Final report summarizing testing activities, defect status, and overall quality assessment.	Within 5 days after testing completion
User Guides	Documentation to assist end users with system functionality and workflows.	10 days before start of end-user testing
Knowledge Transfer	Training or documentation transfer to project team or support staff.	Prior to project closure

F.1 Location of Performance

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

END OF SECTION F

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 Payment/Invoices

- (a) The Contractor shall be compensated in the following manner: The Courts will make invoice payments under the terms and conditions specified in the contract. The Contractor will be compensated upon completion and acceptance of the work as specified in the contract for a maximum of 40 weekly hours worked per QA & Software Tester – and not-to-exceed 2,040 hours per year/person. 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 or by phone (866) 973-3131.
- (d) Payment request means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, at a minimum, the Contractors' electronic invoice shall include the following information:
- (i) Name and address of the Contractor;
 - (ii) Purchase Order number;
 - (iii) Invoice date;
 - (iv) Invoice number;
 - (v) Name of the Contracting Officer Technical Representative (COTR);
 - (vi) COTR's email address; and
 - (vii) Description, quality, unit of measure, and extended price of the services or supplies actually rendered.
- (e) Once the electronic invoice has been submitted through IPP, no later than 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.
- (f) The Contracting Officer's Technical Representative (COTR) shall review each electronic invoice for certification of receipt of satisfactory services prior to

authorization of payment.

G.2 Final Invoice

- (a) 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.
- (b) The Contractor must complete and submit the District of Columbia Courts Release of Claims form (Attachment J.8) as well as provide a copy of the final electronic invoice to the COTR.

G.3 Tax Exempt

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

G.4 Prompt Payment Act

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

G.5 Audits:

- G.5.1 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.6 Contracting Officer and Contracting Officer's Technical Representative (COTR).

- G.6.1 **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
510 4th Street, NW, Bldg. B, Suite 323
Washington, DC 20001
Telephone Number: (202) 879-2872
Email: Darlene.reynolds@dccsystem.gov

G.6.1.1 Authorized Changes by the Contracting Officer

- (a) The CO is the only person authorized to approve changes in any of the requirements of this contract.
- (b) The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.
- (c) In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority, and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.6.2 Authorized Changes by the Contracting Officer

- (d) The CO is the only person authorized to approve changes in any of the requirements of this contract.
- (e) The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.
- (f) In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority, and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.6.3 Contracting Officer's Technical Representative (COTR)

- (a) The COTR is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The COTR has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
 - (i) Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
 - (ii) Coordinating site entry for Contractor personnel, if applicable;
 - (iii) Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
 - (iv) Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the Courts payment provisions; and
 - (v) Maintaining a file that includes all contract correspondence, modifications,

records of inspections (site, data, equipment) and invoice or vouchers.

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

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

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

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

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

G.7 Payment Office

G.7.1 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 th Street, NW, 12 th Floor Washington, DC 20001 Telephone Number: (202) 879-2813 Email: accountingbranch@dccsystem.gov	Jed Miller IT Project 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.7.2 **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.

END OF SECTION G

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

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

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. 35, dated December 3, 2025, 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 receipted and approved invoice pursuant to the Prompt Payment Act, 31 U.S.C. 3901 et seq.

END OF SECTION H

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
510 4th Street, N.W., 3rd 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

I.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.

I.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:

Darlene D. Reynolds, CPPB, GWCCM
Procurement and Contracts Branch Manager
Administrative Services Division
District of Columbia Courts
510 4th Street, NW, Bldg. B, Suite 323
Washington, D.C. 20001
Telephone Number: (202) 879-2872
Email: Darlene.reynolds@dccsystem.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 Clause

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

I.14.1 Order of Precedence

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

- (a) An applicable Court Order, if any.
- (b) Contract document.
- (c) DC Courts General Contract Provisions
- (d) Contract attachments other than the General Contract Provisions
- (e) RFP, as amended.
- (f) Revised Proposal/BAFO(s), if any, in reverse chronological order
- (g) Proposal

I.15 Time

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

END OF SECTION I

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**

END OF SECTION J

PART IV

REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND 'OTHER STATEMENTS OF OFFERORS

K.1 Certification Regarding a Drug-Free Workplace.

K.1.1 Definitions. As used in this provision:

K.1.1.1 "Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C.) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

K.1.1.2 "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

K.1.1.3 "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

K.1.1.4 "Drug-free workplace" means the site (s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

K.1.1.5 "Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct costs employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

K.1.1.6 "Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

K.1.2 By submission of its offer, the offeror, if other than an individual who is making an offer that equals or exceeds \$25,000.00, certifies and agrees, that with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will - no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration, or as soon as possible for contract of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is

expected to be completed.

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

abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

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

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

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

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

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

Print Name of Authorized
Representative

Title

Signature of Authorized
Representative

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:

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

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.

EXCLUDED END PRODUCTS	COUNTRY OR ORIGIN

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:
 - (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.

END OF SECTION K

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

The Courts intends to award a single, firm fixed priced contract for a one (1) year base term with a 1-year option period to the responsible Offeror whose offer conforming to the solicitation will be **MOST ADVANTAGEOUS TO THE COURTS**, considering Price; Technical Approach; Experience and Qualifications; Past Performance and Customer Service; and related factors.

L.2 EMAIL PROPOSAL SUBMISSION AND DEADLINE

PROPOSALS MUST BE SUBMITTED BY EMAIL TO AHMAD STANEKZAI, SENIOR CONTRACT SPECIALIST, AT AHMAD.STANEKZAI@DCCSYSTEM.GOV NO LATER THAN 1 P.M. EST ON TUESDAY, APRIL 21, 2026.

The email subject line must state: PROPOSAL FOR DCSC-26-RFP-66
The text of the email must state the following:

Solicitation Number: DCSC-26-RFP-66

Caption: Quality Assurance and Software Testing Services to Support the Implementation of the Court of Appeals (COAs') Case Management System

Proposal Due Date & Time: Tuesday, April 21, 2026, 1:00 p.m., EST
Name, Address, and Contact Person for the Offeror

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

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

(a) Late Submissions

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

(b) Withdrawal or Modification of Proposals

Offerors may modify or withdraw their proposal by emailing Senior Contract Specialist Ahmad Stanekzai at ahmad.stanekzai@dccsystem.gov no later than the closing date and time for receipt of proposals.

(c) Late Modifications

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

(d) Late Proposals

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

L.4 COMMUNICATIONS AND QUESTIONS FROM OFFERORS

Questions from Prospective Contractors/Offeror regarding this solicitation, including requests for clarification or interpretation of any section of the RFP, must be emailed to Ahmad Stanekzai, Senior Contract Specialist, at ahmad.stanekzai@dccsystem.gov. The email subject line must state: SOLICITATION QUESTIONS FOR DCSC-26-RFP-XX

QUESTIONS MUST BE SUBMITTED NO LATER THAN 12:00 P.M. EST ON April 8, 2026. The Courts will not consider any questions received after that time. The Courts will furnish responses promptly to all Offerors.

No pre-proposal conference is planned.

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

L.5 SOLICITATION AMENDMENTS

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

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

L.6 ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS

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

L.7 INITIAL OFFERS

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

L.8 FAMILIARIZATION WITH CONDITIONS

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

L.9 PROPOSAL ERRORS AND OMISSIONS

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

L.10 PROPOSAL FORM, ORGANIZATION, AND CONTENT

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

Volume 1 - Technical Proposal
Volume 2 - Price Proposal.
- (b) The Offeror must conspicuously mark the first page of each volume with the name and address of the Offeror and the following:

Solicitation Number: DCSC-26-RFP-66
Caption: Quality Assurance and Software Testing Services to support the implementation of the COAs' Case Management System
Proposal Due Date & Time: Tuesday, April 21, 2026, 1:00 p.m., EST
- (c) Proposals must be typed in Times New Roman 12-point font size with 1-inch margins.
- (d) Offerors are directed to the proposal evaluation criteria in Section M of the solicitation (Evaluation Factors for Award). The Offeror must address each factor in a way that will allow the Courts to evaluate the Offeror's proposal. The Offeror must submit information in a clear, concise, factual and logical manner providing a

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

L.11 VOLUME 1 – TECHNICAL PROPOSAL FORMAT AND CONTENT

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

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

TAB A – CONTRACTOR INFORMATION AND DISCLOSURES

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

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

- (viii) A statement that the Offeror knows of no conflict between its interests and those of the District of Columbia Courts; and further that the Offeror knows of no facts or circumstances that might create the appearance of a conflict between its interests and those of the District of Columbia Courts.

TAB B – EXPERIENCE AND QUALIFICATIONS

The information in Tab B will facilitate the Courts' evaluation of the Offeror's experience and qualifications to provide the required QA and Software Testing Services.

(i) **Experience providing QA and Software Testing Services.** Offerors must describe, in no more than five (5) pages, their experience providing QA and Software Testing Services as described in Section C. The proposal must include a list of at least three (3), but no more than five (5), projects/contracts of a similar scope, size, and complexity to the requirements, delivered within the last three (3) years. The Offeror must provide sufficient details such as contract dates, contract amount, goods and services provided, current contact information, and any additional relevant information needed to substantiate the Offeror's performance of the contract. **The Offeror shall provide their experience as a firm and describe the experience and qualifications of the proposed Mid-Level QA Assurance & Software Testers.**

(ii) **Proposed Mid-Level QA Assurance & Software Testers.** Describe the qualifications of the proposed personnel (Proposed QA Assurance & Software Testers) to perform the specified work as described in Section C. Include, at a minimum, the following:

- a) Names and job title
- b) Resume
- c) Experience in similar projects
- d) Relevant skills, certifications and training
- e) **Education.** Minimum education requirement:
 - a) A bachelor's degree in computer science, engineering, or a related technical field.

(iii) **Required Skills – Mid-Level QA/Software Testers. Personnel must have at least 4 years of experience in each of the categories listed below and demonstrate proficiency in:**

- a) Performance testing of web-based applications
- b) Application and software defect tracking
- c) Black-box, and white-box testing
- d) Communicating with both technical and non-technical stakeholders
- e) Collaborating with project teams

- f) Developing test plans, test cases, and test scenarios
- g) Executing manual and automated tests
- h) Planning, executing, and documenting testing activities
- i) Stress testing
- j) Performance testing
- k) Programming languages, including JavaScript, Java, Visual Basic, Oracle PL/SQL, and SQL
- l) Using the Selenium testing framework

(iv) **Large-Scale Software Testing.** Offerors must demonstrate experience supporting large-scale, complex IT testing environments involving multiple portfolios and projects. Experience supporting Case Management Systems for Courts, such as C-Track Enterprise, preferably within an Appellate Court or similar judicial environment, is highly desirable.

(v) **Test Strategy Development and Execution.** Offerors must demonstrate experience in developing and implementing comprehensive testing strategies, including:

- a) Test scenario development
- b) Test case design
- c) Test script creation
- d) Defect/bug tracking and triage
- e) Test automation and automated testing tools
- f) Test coverage and code coverage tracking

(vi) **SDLC Methodology Support.** Offerors must demonstrate experience in providing testing services within multiple Software Development Life Cycle (SDLC) methodologies, including:

- a) Waterfall
- b) Agile
- c) DevOps

(vii) **Required Technical Experience.** The proposed personnel must be experienced with the following tools and technologies:

- a) Selenium test automation framework
- b) Writing and executing SQL Server queries
- c) Microsoft Office Suite
- d) Cross-browser testing (Chrome, Firefox, Safari, Internet Explorer)

(viii) **Workflow Modeling Tools.** Offerors must demonstrate experience using workflow tools such as **Microsoft Visio, Lucid charts or BPMN-based tools** to create and edit workflows supporting the Court of Appeals Case Management System.

(ix) **Case Management System Experience.** The offeror shall have experience

supporting Case Management Systems for Courts, such as C-Track Enterprise, preferably within an Appellate Court or similar judicial environment.

TAB C – TECHNICAL APPROACH

The information in Tab C will enable the Courts to evaluate the Offeror's technical approach to providing the required QA and software services to support implementation of the Court of Appeals' Case management System and the extent to which the Offeror's proposed System meets requirements.

Five (5) pages limit has been established for the Technical Approach to encourage concise presentation, while responding to and explaining how all technical requirements shall be fulfilled. Any material beyond the five (5) page limit will not be considered. The Offeror shall provide a comprehensive plan to accomplish the work described in Section "C" - Description/Specifications/Statement of Work. This shall, at a minimum, include:

- (i) Overall understanding of the RFP requirements.
- (ii) The feasibility of the proposed approach and the method of its implementation, including tasks, timeline, management, accountability, and expected deliverables.
- (iii) A comprehensive list of project tasks and deliverables.
- (iv) Clearly defined project responsibilities and accountability.

TAB D – PAST PERFORMANCE AND CUSTOMER SERVICE

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

- (i) **Past Performance Evaluation Form.** A past performance evaluation form (Attachment J.9) for each project/contract identified in Section L.11.Tab B. The forms will be used to query prior and/or current customers regarding the Offeror's performance, customer service, and related factors. It is the offeror's responsibility to ensure that each evaluation form is thoroughly completed, including required remarks and comments, and signed by the evaluator.
- (ii) **Terminated Contracts.** The Offeror must list any government contracts lost, terminated, or not renewed in the last five (5) years, including by any District of Columbia agency. Thoroughly describe the circumstances and reasons for the loss or termination and contact information for the client.

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

L.13 VOLUME 2 – PRICE PROPOSAL FORMAT AND CONTENT

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

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

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

The Offeror must propose fixed hourly rate for the contract line-item number (CLIN) and for each performance period using the Price/Cost Schedule provided in Section B.2. Proposed prices must include all required costs. The Courts are not responsible for any costs omitted by the Offeror.

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

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

L.14 CONFIDENTIALITY OF SUBMITTED INFORMATION

- (a) If a proposal contains trade secrets, proprietary information, or other data that an Offeror does not wish to be disclosed to the public or used by the District of Columbia Courts except for use in the procurement process, the Offeror must mark the title page of each proposal volume with the following legend:

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

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

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

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

- (b) The District of Columbia Freedom of Information Act (FOIA) is not applicable to the D.C. Courts. Therefore, proposals or any submission by an offeror in connection with procurement shall not be subject to public disclosure pursuant to FOIA. However, the offeror must invoke the protection of this section prior to or upon submission of the data or other materials; must identify the specific area or scope of data or other materials to be protected; and state the reasons why protection is necessary. A blanket proscription that the offeror's entire proposal is proprietary will have no effect whatsoever.
- (c) Note that the District of Columbia Courts shall have the right to duplicate, use, or disclose the data to the extent consistent with the Court's internal needs in the procurement process. The Courts may, without permission of the offeror, use, without restriction, information contained in this proposal package if it is obtained from another source.

L.15 PRIME CONTRACTOR'S RESPONSIBILITIES

If an Offeror proposes services that are provided by others, any such service(s) proposed must meet all of the requirements of this RFP. If the Offeror's proposal includes services provided by others, the offeror will be required to act as the prime Contractor for all such items and must assume full responsibility for the procurement, delivery, and quality of such services. The Contractor will be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of this RFP.

L.16 SIGNING OFFERS AND CERTIFICATIONS

- (a) The Offeror must sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each offer must provide a full business address and telephone number of the offeror and **BE SIGNED BY THE PERSON OR PERSONS LEGALLY AUTHORIZED TO SIGN CONTRACTS**. All correspondence concerning the offer or resulting contract will be mailed to the address shown above on the offer in the absence of written instructions from the offeror or contractor to the contrary.
- (b) Offers signed by an agent shall be accompanied by evidence of that agent's authority unless that evidence has been previously furnished to the Contracting Officer. Any offer submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any offer submitted by a corporation must include the signature and title of the person having authority to sign for the

corporation. Upon request, an offeror shall provide to the Courts satisfactory evidence of authority of the person signing on behalf of the corporation. If an agent signs an offer, the offeror shall submit to the Contracting Officer, the agent's authority to bind the offeror. Offeror shall complete and sign all Representations and Acknowledgments, as appropriate. Failure to do so may result in the offer being rejected.

L.17 DISCUSSIONS

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

L.18 ACCEPTANCE PERIOD

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

L.19 RIGHT TO REJECT PROPOSALS

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

L.20 CANCELLATION OF AWARD

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

L.21 PROPOSAL PREPARATION COSTS

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

L.22 RETENTION OF PROPOSALS

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

L.23 CERTIFICATES OF INSURANCE

Prior to commencing work, the Contractor must have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in Section I.12 to the Contracting Officer identified in Section G.6.1.

L.24 PROTESTS

Any aggrieved interested party may protest this solicitation, award, or proposed contract award in accordance with Chapter 8 of the Procurement Guidelines of the District of Columbia Courts, available at <https://www.dccourts.gov/dc-courts/solicitations>. Protest must be filed in writing with the Contracting Officer identified at Section G.6.1 within ten (10) working days after the basis of the protest is known or should have been known, whichever is earlier.

END OF SECTION L

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 BASIS OF AWARD

The Courts intends to make award to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Courts, considering Price; Experience and Qualifications; Technical Approach; Past Performance and Customer Service; and related factors.

M.2 INITIAL OFFERS

The Courts may award a contract on the basis of initial offers received, without conducting discussions. Therefore, initial offers should contain the Offeror's best terms from the standpoint of cost/price, technical, and other factors. See Sections L.7 and L.8.

M.3 EVALUATION FACTORS

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

Table M.3

Evaluation Criteria	Maximum Points
Experience and Qualifications of Testers	50
Technical Approach	20
Past Performance and Customer Service	30
Total Points	100

M.4 EXPERIENCE AND QUALIFICATIONS

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

M.5 TECHNICAL APPROACH

Under the technical approach evaluation factor, the Courts will assess the extent to which the Offeror's proposed technical approach will result in high quality services and

deliverables that will meet Court of Appeals' objectives and requirements as set forth in the RFP. The technical evaluation will include, but not be limited to, an assessment of the Offeror's overall understanding of the RFP requirements, thoroughness of the technical information submitted, and related factors.

M.6 PAST PERFORMANCE AND CUSTOMER SERVICE

Under the past performance and customer service evaluation factor, the Courts will assess the extent to which the Offeror has consistently demonstrated a commitment to customer satisfaction and timely delivery of high-quality products and services. The Courts will focus on performance of projects similar in scope, size, and complexity to the requirements. In scoring past performance, the Court will give greater consideration to contracts that are most relevant to the RFP, including government contracts. The Courts will also assess the Offeror's demonstrated success at problem resolution, implementation, maintenance, user support, and disaster recovery. The Courts reserves the right to contact the owners of projects known to have been completed by the Offeror within the last five (3) years but not supplied as references and used such information in the evaluation of past performance.

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

M.7 PRICE

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

- (a) **Price Reasonableness.** In evaluating price reasonableness, the Courts will determine if the Offeror's proposed prices, in nature and amount, do not exceed those which would be incurred by a prudent contractor in the conduct of competitive business. The assessment of price reasonableness will consider the context of the source selection, including current market conditions and related factors that may impact price. The evaluation will consider whether proposed pricing is comparable to the Courts' independent cost estimate and to competitors' prices.
- (b) **Completeness.** In evaluating completeness, the Courts will determine if the Offeror provides data of sufficient detail to fully support the offer and permit the Courts to adequately evaluate pricing and assumptions. The Courts will assess the following:
 - (i) Did the Offeror propose pricing for the base term and option year?
 - (ii) Do proposed prices account for all requirements?
 - (iii) Do the proposed prices include all price elements the offeror is likely to incur in performing the task or providing the deliverable?

- (c) **Price Realism.** The Courts will evaluate whether low proposed pricing reflects an offeror's clear understanding of RFP requirements and is realistic to provide the required System and perform the required services.

M.8 PROSPECTIVE CONTRACTOR'S RESPONSIBILITY

- (a) In order to receive award, the Court's Contracting Officer must determine that the prospective contractor has the capability in all respects to perform fully the contract requirements. To be deemed responsible, a prospective contractor must establish that it has:
- (i) Financial resources adequate to perform the contract, or the ability to obtain them;
 - (ii) Ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
 - (iii) A satisfactory record of performance;
 - (iv) The necessary organization, experience, accounting and operational control, and technical skills, or the ability to obtain them;
 - (v) Compliance with the applicable Courts licensing, tax laws, and regulations;
 - (vi) The necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and
 - (vii) Other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- (b) The Courts reserves the right to request from a prospective contractor information necessary to determine the prospective contractor's responsibility. Information is to be submitted upon the request of the Courts within the time specified in the request. Failure of an Offeror to comply with a request for information may subject the Offeror's proposal to rejection on responsibility grounds. If a prospective contractor fails to supply the requested information, the Court's Contracting Officer shall make the determination of responsibility or non-responsibility based on available information. If the available information is insufficient to make a determination of non-responsibility, the Court's Contracting Officer shall determine the Offeror to be non-responsible.

END OF SECTION M

END OF SOLICITATION