

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

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

ISSUED: 6/11/2018

SOLICITATION NUMBER: DCSC-18-FS-0105

**CLOSING DATE: 6/25/2018
CLOSING TIME: 2:00 P.M.**

OFFER/BID FOR: Information and Technology Professional Services

MARKET TYPE: GSA

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

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

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

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

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

All written communications regarding this solicitation should be addressed to the Contracting Officer at the mailing address listed on page 1. All communications should be directed by email to Darryl Allen, Contract Specialist at allendm@dcsc.gov

This solicitation is a GSA Federal Supply Schedule procurement.

REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS

1. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

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

2. WALSH-HEALY ACT

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

(a) Regular Dealer

- () The Offeror is a Regular Dealer pursuant to Clause 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.

3. BUY AMERICAN CERTIFICATION

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

EXCLUDED END PRODUCTS	COUNTRY OR ORIGIN
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4. 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.

5. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

- (b) Each signature on the offer is considered to be a certification by the signatory that

the signatory;

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

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

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

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

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

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

4. 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.

5. PAYMENT IDENTIFICATION NO.

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

Please list below applicable vendor information:

Federal Tax Identification Number: _____

Or

Social Security Number: _____

Dun and Bradstreet Number: _____

Legal Name of Entity Assigned this Number: _____

Street Address and/or Mailing Address: _____

City, State, and Zip Code: _____

Type of Business: _____

Telephone Number: _____

Fax Number: _____

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

PART I

SECTION B - SUPPLIES OR SERVICES AND PRICE/COST

- B.1 The District of Columbia Courts are seeking a qualified GSA Federal Supply Schedule contractor to provide Information and Technology professional services throughout the District of Columbia Court of Appeals located at 430 E Street NW Washington, DC 20001. The Courts intends to award a firm-fixed-hourly rate contract to the responsible and responsive offeror whose proposal meets all the requirements set forth in this solicitation..
- B.2 The offeror shall submit a price for services specified below and in accordance with Section C, Scope of Services, of this Request for Proposals (RFP).
- B.3 **CONTRACT TYPE:**
This is a labor hour contract with fixed hourly rates.
- B.3.1 This Contract shall be a Firm Fixed hourly rate Contract (IT Architect, Senior-level Systems Engineer, and a System Engineer) for a period of twenty (20) hours or not to exceed (20) hours per week for one (1) year.
- B.3.2 **Contractor shall determine what values to include in pricing and conduct a mandatory walk-through of the project as a Pre-bid conference requirement.**
- B.4 **PRICE SCHEDULE AND PAYMENTS**
- B.4.1 Below is an example summary of the pricing elements of the Labor Fixed Hourly rates for the Information & Technology Professional services.
- B.4.2 **Contract Price: Using the below format, please include pricing for one (1) base year and four (4) one (1) year options.**

FIXED PRICE SUMMARY

Item #	Item Description	Hrs. Per Week	Hourly Cost\$	Not to Exceed Weekly Price
0001	IT Architect	20hrs.		\$
0002	IT Senior-level System Engineer	20hrs.		\$
0003	IT System Engineer	20hrs.		\$
			Total	\$

B.5 **BACKGROUND/GENERAL**

The District of Columbia Court of Appeals has an immediate need for an Information and Technology consulting firm with expertise to assist the District of Columbia Court of Appeals IT staff in maintaining and supporting its Information and Technology initiatives such as cloud migration, virtualization, high availability, disaster recovery, and other new technology infusions.

Within the next year, the District of Columbia Court of Appeals will be upgrading all Windows 2008 servers to Windows 2016 as well as moving to virtualization and Microsoft Azure Cloud. Our primary data center will be operating on HP Blade servers and stand-alone servers, NetApp Data Ontap storage, Cisco 6, 4, and 3 series devices, and Active Directory 2012/2016. The DCCA also will be upgrading Exchange 2010 to Exchange 2016 or Office 365.

The Courts, the judicial branch of the District of Columbia government, is comprised of the Court of Appeals, the highest court of the District; the Superior Court of the District of Columbia, a trial court with general jurisdiction over virtually all local legal matters; and the Court System, which provides administrative support functions of both Courts. Its mission is to protect rights and liberties, uphold and interpret the law, and resolve disputes peacefully, fairly and effectively in the nation's capital. The Courts' mission and its operations rely heavily on information technology (IT), and the organization's dependence on technology will continue into the future.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

The selected contractor shall provide onsite professional services for an IT Architect, a Senior-level Systems Engineer, as well as System Engineer for twenty (20) hours per week for a period of one (1) year. The contractor shall serve as specialist subject matter expert in completing projects/tasks in the areas of Microsoft Windows server administration, Microsoft Exchange Server administration, Active Directory (AD) administration, NetApp storage administration, and playing a key role in troubleshooting complex technical issues and contributing in the optimization of the DCCA IT environment.

The contractor shall perform, but not be limited to, the following duties:

- Responsible for collaborating on and setting cloud vision; providing thought leadership in cloud infrastructure and cloud services architecture to meet the DCCA operational objectives for cloud solutions.
- Design, configure and manage the Azure cloud environment in accordance with the DCCA strategy, plans and policies for scalability, reliability and performance.
- Assist in establishing Active Directory (AD) security structure, groups, single sign-on and multi-factor authentication (MFA), planning and architecture design.
- Provide cost-and-benefits analysis of Cloud vs. local hosting options when needed.
- Identify alternatives for optimizing physical and virtual server resources.
- Manage Active Directory Services and Exchange environment on daily basis and lead exchange migration to Office 365.
- Research, plan, install, configure, troubleshoot, maintain and upgrade operating systems.
- Research, plan, install, configure, troubleshoot, maintain and upgrade hardware and software interfaces with the operating system.
- Analyze and evaluate present or proposed business procedures or problems to define data processing needs.
- Work as a team member with other technical staff, such as network and security engineers to ensure connectivity and compatibility between systems.
- Write and maintain system documentation, diagrams and Standard Operating Procedures (SOPs) and knowledge transfer for the team.

Minimum Qualifications:

The successful contractor shall provide qualified and appropriately skilled resources to meet the responsibilities and service levels set forth in this statement of work. At a minimum, the resources must possess:

- A minimum of fifteen (15) years professional experience as architect or similar position in an environment of supporting at least 1500 users;
- Microsoft Certified Systems Engineer (MCSE), preferred in Windows server 2016.
- Extensive Office 365 design and deployment experience.
- Microsoft Certified Systems Engineer with experience in Microsoft Azure cloud platform and Office 365.

- Familiarity with judicial IT systems and applications.
- Expert knowledge of Microsoft Windows 2016 Server Infrastructure.
- In-depth technical and business understanding of the professional work environment.
- The proven ability to create solutions in complex environments;
- Ability to demonstrate a thorough understanding of the interactions between systems to not only troubleshoot problems, but also identify performance tuning opportunities.
- Excellent verbal and written communication skills.
- Expert knowledge of designing and architecting and administrating of Active Directory Services including but not limited to DNS, DHCP, DFS, RDS, ADFS, Domain/forest trust and Group Policy.
- Expert knowledge of designing and architecting, administrating and upgrading of Exchange Server 2010/2016 and Office365 according to Microsoft best practice.
- Experience in developing, building, configuring, customizing, integrating and testing Office 365, Exchange, Skype, and One drive, SharePoint solutions based on the functional and technical specifications to meet quality & performance requirements.
- Expert knowledge of Microsoft server virtualization (Hyper-V) in a complex environment.
- Advanced knowledge of the Azure platform and core Azure services, including virtual machines, block storage, Active Directory, Express Route, virtual networks, load balancers, VPN gateways, and blob storage.
- Expert Knowledge of FISMA compliance and NIST controls in a cloud environment
- Expert Knowledge of designing and managing Microsoft System Center Suite 2012/2016 (SCCM, SCOM, SCVMM).
- Expert knowledge of daily Windows server administration, including but not limited to server clustering and high availability solution and system stability, integrity, and troubleshooting.
- Expert Knowledge with SQL Server 2012/2016 server administration and SQL Always On.
- Expert-level proficiency in upgrading of software and hardware, planning and roll out of servers.
- Expert-level proficiency in proficiency in backup integrity and recovery coordination along with disaster preparedness planning.
- Ability to understand and comply to the relevant DCCA policies, procedures and guidelines as they pertain to customer support and IT services.
- Knowledge of relevant commonly-used concepts, best practices, and procedures.
- Knowledge of local and remote computer system diagnostic tools.
- Additional desired areas of knowledge and experience include: VoIP, VDI, Oracle Database technology, NetApp, and Windows OS Security.

PART 1

SECTION D - PACKAGING AND MARKING

This section is not applicable to this solicitation.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 Inspection of Services.

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

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

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

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

(e) If any of the services do not conform to the contract requirements, the Court may require the Contractor to perform these services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by performance, the Court may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect value of services performed.

(f) If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity to contract requirements, the Court may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by the Court that is directly related to the performance of such services, or (2) terminate the contract for default.

SECTION F - DELIVERIES AND PERFORMANCE

F.1 **Term of Contract:**

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

F.1.2 **Commencement of Work:**

Work shall commence on the date of award.

F.1.3 **Option Period:**

The Courts may extend the term of this contract for a period of four (4) one (1) year period or a fraction, or multiple fractions thereof.

F.1.3.1 The Courts may extend the term of this contract for four (4) one (1) year 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 the 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 bidder shall include in its **price** bid, the **price** for the base year and all option years. Failure to submit **price** for base year and all option years may cause the Courts to exclude your bid from further consideration.

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

F.2 **Deliverables:**

All Deliverables shall be in a form and manner acceptable to the Courts in accordance to Section C – Statement of Work.

SECTION G -CONTRACT ADMINISTRATION DATA

G.1 Payment/Invoices

- G.1.1 The Courts will make invoice payments under the terms and conditions specified in the contract. The Contractor will be compensated upon completion and acceptance of the work as specified in the contract. Payments shall be considered as being made on the day a check is dated or the date of an electronic funds transfer.
- G.1.2 The contractor shall be compensated as set forth below. Effective June 8, 2018 all invoices and payment request shall be submitted electronically through the U.S. Department of the Treasury's **Invoice Processing Platform (IPP)** System using the "Bill to Agency" of Interior Business Center-FMD. The IPP website address is <https://www.ipp.gov>. In addition, it is the vendors' (contractors') responsibility to be System for Awards Management (SAM) registered and in IPP. The vendors (contractors) must be SAM registered in order to register in IPP. The SAM website address is <https://www.sam.gov>.
- G.1.3 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.
- G.1.4 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:
- Name and address of the Contractor,
 - The purchase order number,
 - Invoice date,
 - Invoice number,
 - Name of the Contracting Officer Technical Representative (COTR),
 - COTR email address, and
 - Description, quality, unit of measure, and extended price of the services or supplies actually rendered.
- G.1.5 Once the electronic invoice has been submitted through IPP, no later than 2 business days from the electronic submission, the Contractor must email and/or mail to the COTR a copy of the electronic invoice along with all the required supporting documentation as stated in the contract.
- G.1.6 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

G.2.1 The Contractor shall submit final electronic invoice (s) within thirty (30) days after the expiration of this contract. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

G.2.2 The Contractor must contact the COTR in order to obtain a D.C. Courts Release of Claims form. Upon receipt of the form, the Contractor must complete and submitted the Release of Claims form as well as provide a copy of the final electronic invoice to the COTR.

G.3 Tax Exempt

G.3.1 The Courts is exempt from taxation pursuant to D.C. Code 47-2005(1).

G.4 Prompt Payment Act

G.4.1 The Courts will pay interest (late charge) on each electronically received and approved invoice pursuant to the Prompt Payment Act, 31 U.S.C. 3901 et seq.

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.4 **Security Requirements**

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.

Publicity

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.

PART II

SECTION I - CONTRACT CLAUSES

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

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

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

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

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

Reserved

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.**

Reserved

I.7 Examination of Books and Records.

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

I.8 Record Keeping.

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

I.9 Subcontracts.

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

I.10 Protest.

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

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

I.10.2 A protest shall include the following:

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

I.10.2.2 solicitation or contract number;

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

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

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

I.11 **Insurance.**

I.11.1 Prior to execution of the contract, the Contractor shall obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the insurance specified below with an insurance company licensed or qualified to do business with the District of Columbia Courts. **All insurance shall set forth the District of Columbia Courts as an additional insured. The policies of insurance shall provide for at least thirty (30) day written notice to the District of Columbia Courts prior to their termination or material alteration. The Contractor must submit to the Contracting Officer a certificate of insurance as evidence of compliance within ten (10) calendar days after request.**

I.11.2 Comprehensive General Liability: Insurance against liability for bodily injury insurance coverage in the amount of at least five hundred thousand dollars (\$500,000) per occurrence.

I.11.3 Workers' Compensation: The Contractor shall carry Workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this agreement and the Contractor agrees to comply at all times with the provisions of the Workers compensation laws of the District.

I.11.4 Comprehensive Automobile Liability Insurance (applicable to owned, non-owned and hired vehicles): The Contractor shall carry comprehensive automobile liability insurance applicable to owned, non-owned, and hired vehicles against liability for bodily injury and property damage in an amount not less than that required by law of the District's Compulsory/No-Fault Vehicle Insurance Act of 1982, as amended.

I.12 **Cancellation Ceiling.**

I.12.1 In the event of cancellation of the contract because of nonappropriation for any fiscal year after fiscal year 2018 there shall be a cancellation ceiling of zero dollars representing reasonable reproduction and nonrecurring costs, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

I.12.2 **Property Rights**

The Courts will retain all intellectual property rights of the original materials and all products resulting from this project shall be the property of the Courts and may not be used or distributed for any purpose without prior written consent of the

Courts. Offeror must deliver any copies to the Courts and is not to reproduce or republish in any form.

PART III

LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

- J.1** **District of Columbia Courts for use with Courts' Supply and Services Contract, revised May 2017**
- J.2** **Tax Certification Affidavit**
- J.4** **Past Performance**
- J.8** **District of Columbia Courts Release of Claim**

PART IV

REPRESENTATIONS AND INSTRUCTIONS

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

This Section is not applicable to this solicitation.

PART IV

REPRESENTATIONS AND INSTRUCTIONS

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 Proposal Submission and Identification.

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

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

Solicitation Number: DCSC-18-FS-0105

Caption: "IT Professional Services"

Proposal Due Date & Time: 6/11/2018, at 2:00 P.M.

L.1.3 Confidentiality of Submitted Information.

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

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

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

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

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

L.1.4 **Offerors may submit Proposals either by mail or by hand delivery/courier services.**

L.1.4.1 **Offerors submitting their proposals by mail must mail their proposals to the following address:**

District of Columbia Courts
Administrative Services Division
Procurement and Contracts Branch
Attn: Darryl Allen, Contract Specialist
616 H Street, N.W., Suite 612
Washington, D.C. 20001

L.1.4.2 **Offerors submitting their proposals by hand delivery/courier services must hand deliver their proposals to the following address:**

District of Columbia Courts
Administrative Services Division
Procurement and Contracts Branch
Attn: Darryl Allen, Contract Specialist
701 7th Street, N.W., Suite 612
Washington, D.C. 20001

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

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

L.2.2 Proposals shall be prepared simply and economically, providing a straightforward, concise delineation of offeror's capabilities to satisfy the requirements of this RFP. Fancy bindings and colored displays or promotional material are not desired or preferred, but pages must be numbered.
Each bidder/offeror shall submit one (1) completed copy of their GSA Federal Supply Schedule including Price List.

Volume I - Technical Proposal shall comprise the following tabs and information: (See example below)

<p>Tab A</p>	<p>Technical Approach:</p> <p>a. The offerors approach to managing collaborating on and setting cloud vision; providing thought leadership in cloud infrastructure and cloud services architecture to meet the DCCA operational objectives for cloud solutions.</p> <p>b. The offerors detailed schedule plan showing the estimated start and finish dates of all major activities.</p> <p>c. The offerors method/approach in establishing Active Directory (AD) security structure, groups, single sign-on and multi-factor authentication (MFA), planning and architecture design. Provide cost-and-benefits analysis of Cloud vs. local hosting options, Identify alternatives for optimizing physical and virtual server resources. Manage Active Directory Services and Exchange environment on daily basis and lead exchange migration to Office 365.</p>
<p>Tab B</p>	<p>Qualifications of Offeror:</p> <p>a. Expert knowledge of designing and architecting and administrating of Active Directory Services including but not limited to DNS, DHCP, DFS, RDS, ADFS, Domain/forest trust and Group Policy. Extensive Office 365 design and deployment experience</p> <p>c. Advanced knowledge of the Azure platform and core Azure services, including virtual machines, block storage, Active Directory, Express Route, virtual networks, load balancers, VPN gateways, and blob storage Expert Knowledge of designing and managing Microsoft System Center Suite 2012/2016 (SCCM, SCOM, SCVMM).</p>

Tab C	<p>Experience of Key Personnel:</p> <ul style="list-style-type: none"> a. Demonstrate the corporate team has the experience, staff, resources and organizational stability to support the project over its lifecycle. b. Demonstrated experience and knowledge in Project Management. c. Demonstrated experience in administering real time customer support and services.
Tab D	<p>Past Performance:</p> <ul style="list-style-type: none"> a. The services have been provided in contracts of equal or larger size providing similar and or like services, with successful problem resolution and delivery of requirements on time and within budget.
	<ul style="list-style-type: none"> b. Three (3) letters of reference to the Courts to include information about previously performed District or Federal or private entity contracts of equal or larger size providing similar and/or like services, inclusive of dates of contract. Each reference shall address: <ul style="list-style-type: none"> i. adhering to standards of good workmanship, including the technical, business, and administrative aspects of performance; ii. timely service delivery, adhering to work schedules and deadlines; iii. demonstrating a commitment to customer satisfaction; and iv. positive working attitude. c. Submit information using Attachment J.3.

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

Tab A	Price Information -detailed price breakdown of all price (See also, clause L.2.9)
Tab B	Contractual Information – all other required information as specified in Clause L.2.4 and L.10

L.2.2.3 Each offeror shall submit one completed copy of the RFP, one (1) original and three (3) copies of the Technical Proposal, and three (3) separately bound copies of the Price Proposal. Each proposal shall be properly indexed and include all information requested in the RFP.

L.2.4 General Information.

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

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

- L.2.4.1.2 Ownership structure;
- L.2.4.1.3 Ownership by foreign corporation with an interest exceeding five (5) percent.
- L.2.4.1.4 Articles of incorporation, partnership or joint venture agreement;
- L.2.4.1.5 **Copy of any current license, permit, registration or certification to transact business in the District of Columbia, if required by law to obtain such license, permit, registration or certification;**
- L.2.4.1.6 If the offeror is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements; and
- L.2.4.1.7 Name, address, and current phone number of offeror's contact person.
- L.2.8 **Disclosure.**
- L.2.8.1 This section of the proposal shall include the disclosure information described below:
 - L.2.8.1.1 **Disclosure details of any legal action or litigation past or pending against the offeror;**
 - L.2.8.1.2 **A statement that the offeror knows of no conflict between its interests and those of the District of Columbia Courts; and further that the offeror knows of no facts or circumstances that might create the appearance of a conflict between its interests and those of the District of Columbia Courts; and**
 - L.2.8.1.3 Documentary evidence (e.g. certificates) that the offeror is authorized to conduct business in the District, and the offeror is current in its tax obligation to the District of Columbia.
- L.2.9 **Price Proposal.**
- L.2.9.1 A separately bound price proposal must be submitted using the format provided in Section "B" of this RFP. The price furnished by the offeror shall be detailed/itemized for the services set forth in Section C. The offeror's price proposal shall become a part of the awarded contract. The offeror's price proposal shall include all costs for the required services. This pricing information will also be used for evaluation purposes.

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

- L.3.1 Proposals shall be submitted no later than the date and time specified in the solicitation. Proposals, modifications to proposals, or requests for withdrawal that are received in the designated Courts office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:
- L.3.1.1 The proposal or modification was sent by registered or certified mail no later than the fifth (5th) calendar day before the date specified for receipt of offers;
- L.3.1.2 The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the Courts after receipt; or
- L.3.1.3 The proposal is the only proposal received.
- L.3.2 The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown in the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.
- L.3.3 A late proposal, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.
- L.3.4 A late modification of a successful proposal which makes its terms more favorable to the Courts shall be considered at any time it is received and may be accepted.
- L.3.5 A late proposal, late modification or late withdrawal of offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

L.4 **Questions.**

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

Darryl Allen, Contract Specialist
Procurement and Contracts Branch
Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 612
Washington, D.C. 20001
E-mail address: allendm@dcsc.gov
Telephone: 202-879-4245

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

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

L.5.1 **Any prospective offeror desiring an explanation or interpretation of this solicitation must request it by email no later than June 18, 2018, by 2:00a.m/p.m.** Requests should be directed to the procurement contact person at the e-mail address listed in Section L.4. Any substantive information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment to the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

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

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

L.7 **Contract Award.**

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

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

L.7.3 Final Proposal Revisions (FPRs).

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

L.8 Cancellation of Award.

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

L.9 Official Offer.

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

L.10 Certifications, Affidavits and Other Submissions.

L.10.1 Offerors shall complete and return with their proposal, J.2 - Tax Certification Affidavit, J.8 - District of Columbia Release of Claims, and J.4 - P a s t P e r f o r m a n c e .

L.11 Retention of Proposals.

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

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

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

L.13 **Examination of Solicitation.**

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

L.14 **Acknowledgment of Amendments.**

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

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

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

L.16 **Proposal Preparation Costs.**

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

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

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

L.17.2 If the offeror's proposal includes services provided by others, the offeror will be required to act as the prime Contractor for all such items and must assume full responsibility for the procurement, delivery and quality of such services. The

Contractor will be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of this RFP.

L.18 **Contract Type.**

L.18.1 This contract is a labor-hour contract with fixed hourly rates.

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

L.19.1 In the event that a prospective offeror does not submit an offer in response to the solicitation, the prospective offeror should advise the Contracting Officer by letter or postcard whether the prospective offeror wants any future solicitations for similar requirements. If the prospective offeror does not submit an offer for three successive offer openings and does not notify the Contracting Officer that future solicitations are desired, the prospective offeror's name may be removed from applicable mailing list.

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

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

L.21 **Errors in Offers.**

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

L.22 **Authorized Negotiators.**

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

L.23 **Acceptance Period.**

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

PART V

SECTION M - EVALUATION FACTORS

M.1 Evaluation for Award.

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

M.2 Evaluation Criteria

The evaluation factors set forth below shall be used to evaluate each proposal. The maximum points for technical are 100 total points. The criteria for evaluating the proposals and their respective points are as follows:

Item No.	EVALUATION CRITERIA	MAXIMUM POINTS
M.2.1	Technical Approach	0-40
M.2.2	Qualification of Offeror	0-20
M.2.3	Experience of Key Personnel	0-20
M.2.4	Past Performance	0-20
	TOTAL	100

M.3 Price Proposal Evaluation

M.3.1 The Courts will not rate or score price, but will evaluate each offeror’s price proposal for realism, reasonableness, and completeness. This evaluation will reflect the offeror’s understanding of the solicitation requirements and the validity of the offeror’s approach to performing the work. 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.

M.3.2 Realism. The Courts will evaluate the realism of the proposed price by assessing the compatibility of proposed price with proposal scope and effect. In the evaluation the Courts will consider the following:

- a. Do the proposed prices reflect a clear understanding of the requirements?
- b. Do the proposed prices for performing various functional service requirements reflect the likely costs to the offeror in performing the effort with reasonable economy and efficiency?
- c. Are proposed prices unrealistically high or low?
- d. Are the proposed prices consistent with the technical and management/staffing approach (e.g., if the offeror proposes a staff of x people, the price proposal must account for x people)?

M.3.3

Reasonableness. In evaluating 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 reasonableness will take into account the context of the source selection, including current market conditions and other factors that may impact price. In the evaluation the Courts will consider the following:

- a. Is the proposed price(s) (for Section B – Supplies or Services and Price/Cost) comparable to the independent Courts cost estimate?
- a. Is the proposed labor/skill mix comparable to the projected Courts skill mix and/or sufficient to meet the Section C requirements based upon the offeror's technical and management approach?
- b. Are the proposed price(s) for hardware and software comparable to competitor's prices under this solicitation?
- c. Are the proposed price(s) for installing hardware and software comparable to competitor's prices under this solicitation?
- d. Are the proposed price(s) for warranty and customer support comparable to competitor's prices under this solicitation?

M.3.4

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

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

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

M.4 Prospective Contractor's Responsibility

M.4.1 In order to receive an award under this RFP, the Court's Contracting Officer must determine that the prospective contractor has the capability in all respects to perform fully the contract requirements. To be deemed responsible, a prospective contractor must establish that it has:

M.4.1.1 Financial resources adequate to perform the contract, or the ability to obtain them;

M.4.1.2 Ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;

M.4.1.3 A satisfactory record of performance;

M.4.1.4 The necessary organization, experience, accounting and operational control, and technical skills, or the ability to obtain them;

M.4.1.5 Compliance with the applicable District licensing, tax laws, and regulations;

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

M.4.1.7 Other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

M.4.2 The Courts 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 nonresponsibility based on available information. If the available information is insufficient to make a determination of nonresponsibility, the Court's Contracting Officer shall determine the offeror to be nonresponsible.