

**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

**DATE ISSUED:** July 21, 2021

**OPENING DATE:** \_\_\_\_\_

**OPENING TIME:** \_\_\_\_\_

**CLOSING DATE:** August 11, 2021

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

**SOLICITATION NUMBER:** DCSC-21-RFP-98

**OFFER/BID FOR:** Solicitation Preparation and Source Selection Services for D.C. Court of Appeals CMS

**MARKET TYPE:** Open

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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 style="text-align: center;"><b>OFFEROR</b></p> <p>Name:</p> <p>Street:</p> <p>City, State:</p> <p>Zip Code:</p> <p>Area Code &amp; Telephone Number:</p>	Name and title of Person Authorized to Sign Offer: (Type or Print)				
	<table border="1" style="width: 100%;"> <tr> <td style="width: 70%;">Signature</td> <td style="width: 30%;">Date:</td> </tr> <tr> <td style="text-align: center;">(Seal)</td> <td></td> </tr> </table>	Signature	Date:	(Seal)	
	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 OFFICER	
CONTRACT PERIOD: _____	AWARD DATE _____

All written communications regarding this solicitation should be directed by email to Kiana Green, Contract Specialist, at [Kiana.Green@dccsystem.gov](mailto:Kiana.Green@dccsystem.gov).

This solicitation is an OPEN MARKET procurement.

**Questions and Explanation to Prospective Offerors:**

The prospective Offerors shall submit questions no later than 1:00 p.m., EST on July 28, 2021. The Courts will not consider any questions received after 1:00 p.m., EST, July 28, 2021. Written questions and inquiries should be submitted by email to Kiana Green, Contract Specialist at [Kiana.Green@dccsystem.gov](mailto:Kiana.Green@dccsystem.gov).

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

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

Proposals shall be submitted **BY EMAIL** to Kiana Green, Contract Specialist at [Kiana.Green@dccsystem.gov](mailto:Kiana.Green@dccsystem.gov). no later than **2:00 p.m. EST, on August 11, 2021**. The offeror's "Subject" email shall indicate:

***Proposal for Solicitation Number:*** DCSC-21-RFP-98 Solicitation Preparation and Source Selection Services for D.C. Court of Appeals CMS

**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:

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

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

**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.

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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 Contractor database. All firms are required to submit their Federal Tax Identification Number. Individuals must submit their social security numbers.

Please list below applicable Contractor 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 Contractor to assist with contract pre-award activities associated with the development of the solicitation and source selection services for a comprehensive integrated appellate case management system (see Section C for detailed description) for the D.C. Court of Appeals (hereinafter, “DCCA”).
- B.2 The District of Columbia Courts (hereinafter, “D.C. Courts”) contemplates award of a firm, fixed price contract for the base period as a result of this solicitation to the responsible Offeror whose offer is most advantageous to the Courts.
- B.3 The Offeror shall submit technical and price proposals in accordance with Section C, Scope of Services, of this solicitation.
- B.4 **CONTRACT PERIOD**
- B.4.1 The term of the contract shall not exceed six (6) months from the date of award. The date of award shall be the date of the Contracting Officer’s signature.
- B.5 **PRICE/COST SCHEDULE Table B.5.1 – Base Period – 6 Months**

<b>CLIN #</b>	<b>CLIN Description</b>	<b>Total Price</b>
0001	Requirements Validation and Request for Proposal (RFP) Development for the Court of Appeals Case Management System	\$
0002	Source Selection Services and Support for Court of Appeals Case Management System Solicitation Award (See Section C.3 – Scope of Work) – OPTION PERIOD ONE	\$
<b>Total Price</b>		<b>\$</b>

**B.5.2 OPTION PERIOD ONE (6 Months)**

If the D.C. Courts exercise the option for the Contractor to perform CLIN #0002 in part or whole, the Contractor shall be remunerated at the firm-fixed price, based on Table F.3.1 - Deliverables of Section F of this solicitation, and as stated in the Contractor's Price Proposal for deliverables received and accepted by the Courts.

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

### **C.1 Introduction**

- C.1.1 The D.C. Courts are seeking proposals from qualified vendors to develop, write and submit for the court's approval a solicitation/Request for Proposal (RFP) to replace the DCCA's current legacy Case Management System (CMS) with a full featured state-of-the-art Integrated Appellate Case Management System (CMS). The selected Contractor is expected to apply an understanding of the D.C. Courts' operating environment, demands, limitations and opportunities in order to draft a unique, tailored RFP for a CMS that is the best fit for the DCCA. The Contractor will also assist the DCCA in the source selection process if the D.C. Courts execute Option One.
- C.1.2 The DCCA's case management system, which is 10 years old, lacks capabilities and efficiency enhancements found in up-to-date systems (e.g. automated judicial voting, unification of systems, enhanced reporting capabilities, and automated processes). A new case management system could help the DCCA create efficiencies, streamline operations and thereby ease management of the court's heavy caseload and improve the delivery of services to the public. The DCCA is interested in learning how a state of the art CMS can help it achieve these goals. The DCCA intends to share any requirements document with the selected Contractor as well as other historical RFP artifacts for potential inclusion in the courts' CMS Request for Proposal solicitation.

### **C.2 Background**

- C.2.1 As the Judicial Branch of the District of Columbia Government, the D.C. Courts are a fully unified, large urban court system with 96 active, full-time judges and approximately 1,100 court employees.
- C.2.2 The DCCA, is the District of Columbia's highest court; the Superior Court (DCSC) is a trial court of general jurisdiction; and the Court System provides administrative functions for both courts. Because the District of Columbia has no intermediate appellate court, the DCCA hears all cases appealed from the trial court. The DCCA also reviews decisions and orders of D.C. Government administrative agencies and the D.C. Bar's Board on Professional Responsibility. Final judgments of the DCCA are reviewable by the U.S. Supreme Court. The DCCA has 9 full-time judges, approximately six part-time judges, approximately 35 judicial staff members, and approximately 50 administrative employees.
- C.2.3 DCSC has six major operating divisions which process civil, criminal, domestic violence, family, probate, and tax cases.
- C.2.4 The Court System provides business support services, including budget and finance, administrative services, human resources, general counsel, training, research and development, data collection and analysis, court reporting, and information technology.



- C.2.5 The D.C. Courts' Information Technology Division (ITD) employs staff of about 75 and is comprised of the Office of the Chief Information Officer (OCIO), Program Management Office (PMO), IT Service Desk, Customer Services Branch, Business Analysis Branch, Server Storage Branch, Network Telecom Branch, Production Support Branch, Applications Development Branch, Central Recording Branch, Courtroom Technology Branch, DCCA IT Branch, and Information Security Branch. The IT Division supports the D.C. Courts' network infrastructure, applications, desktops/laptop PCs and peripherals; and provides technology services and guidance to the D.C. Courts' community. In addition to supporting day-to-day operations for the Courts, ITD's Program Management Office (PMO) is responsible for overseeing projects related to the Court of Appeals and Superior Court case management and other supporting systems as well as a diverse Business Analyst (BA) team comprised of individuals responsible for configuration and user support.
- C.2.6 DCCA currently utilizes a client-server Commercial-Off-The-Shelf (COTS) appellate case management system application, C-Track, hosted in Microsoft Azure and licensed from Thomson Reuters. Thomson Reuters is the developer and proprietor of the C-Track Appellate CMS, C-Track Manager, and C-Track E-File system. The C-Track application is a comprehensive appellate case management system that stores and tracks activities in a case life cycle for all case types including family, civil, criminal, domestic violence, probate, and tax matters; administrative agency appeals; bar discipline matters; and original jurisdiction matters. It includes custom reports, the ability to create ticklers, custom case status, and a Lifecycle to automate routine case events. It provides public access to case dockets and supports a pilot project to provide public access to case documents. On the back-end, C-Track runs on a Microsoft SQL Server database, while the application and user interface layers utilize a proprietary developed solution.
- C.2.7 The C-Track Appellate CMS includes a fully integrated electronic filing capability and Public Access that allows attorneys and litigants without attorneys to register for accounts, submit eFilings, look at case dockets online, and receive documents issued by the DCCA. The DCCA's electronic filing solution does not require the use of an Electronic Filing Manager organization. DCCA and DCSC share a desire to enhance the existing interface between the two case management systems going forward.

### C.3 Scope of Work

C.3.1 The core scope of work for the RFP development solution is as follows: Table C.3.1

	<b>Case Management RFP Development Core Scope of Work</b>
1.0	<b>Requirements Validation</b>
1.1	The Contractor shall review, verify and validate the DCCA’s existing CMS and any enhancement requirements documentation and amend findings in a revised CMS requirements document that shall be re-organized into categories and revised for better understanding. All relevant information from the revised CMS requirements document shall be incorporated in the proposed RFP.
1.2	The Contractor shall review the DCCA’s business areas’ flowcharts and Standard Operating Procedures as well as recommendations from the National Center for State Courts (NCSC) to learn the DCCA’s current business processes for judicial chambers and each division. The contractor shall also consult with Judges to understand the work done in chambers and the interactions among chambers and with the central Clerk’s Office and the administrative divisions of the DCCA.
1.3	The Contractor shall validate the revised CMS requirements against the DCCA’s current operating models, process flows, organizational structure, and strategic vision.
1.4	The Contractor shall identify Business Process improvement opportunities and provide process enhancement recommendations.
1.5	The Contractor shall facilitate a sufficient number of stakeholder sessions with both external and internal stakeholders (at all levels) to elicit, validate, and document case management requirements.

1.6	The Contractor shall structure use cases and user stories to illustrate requirements, as necessary.
1.7	The Contractor shall configure Rational ReqPro project and enter requirements into ReqPro application.
1.8	The Contractor shall generate a Requirements Traceability Matrix from Rational ReqPro or DOORS.
2.0	<b>RFP Development</b>
2.1	The Contractor shall survey and assess the current Appellate Court CMS marketplace and other appellate court CMS solicitations and incorporate relevant findings into proposed RFP.
2.2	The Contractor shall develop a comprehensive RFP, including, but not limited to, the sections of introduction, background, scope with CMS functional requirements, user stories, data conversion requirements, high availability requirements, technical environment, training requirements, user acceptance testing requirements, and project management requirements.
2.3	The Contractor shall attend weekly and monthly meetings and shall brief and justify proposed RFP to the DCCA's senior management team and IT Steering Committees as required for project approval.
2.4	The Contractor shall develop a formal source selection plan, which outlines the evaluation factors that will be used when awarding the bid, criteria used to assign risk or for pass/fail, and who is responsible for evaluating each factor.
2.5	The Contractor shall assist with the identification of vendors to receive the RFP, validate past performance claims, and compile findings to support selection process.
2.6	The Contractor shall collect, organize, and make recommendations regarding comments received during review of proposed RFP.
3.0	<b>Project Plan Development</b>

3.1	The Contractor shall develop a comprehensive “Project Plan” that encompasses all major project activities. The Project Plan shall be submitted to the D.C. Courts within two weeks of the date of contract award.
3.2	As part of the Project Plan, the Contractor shall provide a work breakdown structure (WBS) that identifies all tasks by designated phases in the project life cycle. The WBS shall be in Microsoft Project Version 7 or earlier and PDF formats.
3.3	As part of the Project Plan, the Contractor shall provide a Communications Plan that describes the methods of communication, timing of communications, and the target audience concerning the contributions, commitments, and challenges for the project.
3.4	As part of the Project Plan, the Contractor shall provide a Change Management Plan that describes the change procedures that shall be used in situations where a change occurs to the project as defined in the Statement of Work.
3.5	As part of the Project Plan, the Contractor shall provide a Risk Management Plan that defines risk(s) and mitigation strategies.
4.0	<b>Option One: Source Selection Services and Support</b>
4.1	The Contractor shall serve as part of the DCCA’s Source Selection Evaluation Board review process and shall provide written expert review and assessment of responses received, focused on the degree to which the proposed system meets the need defined in the RFP and the appropriateness of the proposed solution to the unique demands and opportunities of the DCCA and its CMS.

#### C.4 D.C. Courts Technical Environment

C.4.1 The D.C. Courts enterprise architecture consists of components maintained at its E Street Data Center, as well as a disaster recovery location outside of the District of Columbia, and

its recently established Microsoft Azure Government Cloud environment. While the majority of systems and applications reside on HP blade servers running Windows 2016 Servers within the primary Data Center, the D.C. Courts' long-term strategy involves migrating applications to its secure Cloud presence. Given the personally identifiable information (PII) the D.C. Courts handle as part of the case management process, data security is critical to the D.C. Courts' overall security posture.

C.4.2 The Information Technology Division (ITD) is in the process of achieving compliance with the Federal Information Security Management Act (FISMA) following the NIST 800-53 guidelines. Therefore, all systems under consideration for hosting in the Cloud must demonstrate the appropriate FedRAMP framework and controls are in place for the Courts to issue an authority to operate (ATO) directive. Additionally, all future system procurements call for conformance with Section 508 of the American Disabilities Act as well as the Payment Card Industry (PCI) standards, if credit or debit card processing is involved.

C.4.3 The following table provides an overview of the D.C. Courts' enterprise level technical environment. Please note this overview is not an exhaustive list, as standalone spreadsheets and databases also exist at the division/operational level.

<b>DCC's Technical Environment</b>	
Server/Storage Platforms	HP servers, NetApp storage (NAS and SAN)
End User Platforms	Dell Workstations, peripherals
Ticketing System	Cherwell, Bomgar
Cloud Platform	Microsoft Azure FedRAMP Government and Amazon Web Services Government
Operating Systems	Server – Windows 2016 Standard and Data Center Edition Client – Windows 10
Networks	TCP/IP, CISCO routers and switches
Internet Browsers/Version	Explorer 11; Chrome 57; Firefox 52
Authentication	Active Directory Federation Services

Development Environment	J2EE, Oracle Apex
Databases	Oracle 12c, MS-SQL 2008, 2012
Data Warehousing and Business Intelligence	Oracle OBIEE 11g, 12c, Oracle ODI 12c, PowerBI
Application Server	Oracle SOA 12c, Oracle Web Logic 12c
Applications that may interface with voting system	Tyler Odyssey Case Management System, PowerBI
Security	Network Access control, WatchGuard Firewall

- C.4.4 ITD is committed to providing the D.C. Courts with a technical environment that minimizes disruptions by providing technology continuity through redundant or fault-tolerant components. This high availability and disaster recovery design is to ensure that the D.C. Courts remain operational even though critical parts of the IT environment may no longer be available. To that end, ITD is in the process of being able to switch over all Tier 1 applications to an alternative environment within 30 minutes or less of a system failure within the primary data center.
- C.4.5 The main D.C. Courts' campus is comprised of six (6) separate buildings that are connected by 10 GB fiber optic. In addition to these buildings there are seven (7) satellite offices located throughout the city that are connected to the Courts' local area network (LAN) via 100MB TLS. WIFI capability is offered throughout the campus buildings.
- C.4.6 The majority of the Courts' statistical, analytical, and operational reporting requirements are satisfied through the D.C. Courts' Business Intelligence (BI) capability. The objective of the BI effort is to provide judicial officers, division directors and senior management with performance measures and caseload measures, ad-hoc reporting, dashboards, key performance indicators (KPI's), monthly / yearly (fiscal and calendar) trends and scorecards using enterprise data warehouse and reporting tools. The BI system utilizes extract, load and transform (ELT) to transfer data from source databases such as C-Track and loads data into a staging environment, after which it is transformed into dimensions and facts in the warehouse for end user analysis.

## C.5 **Proposal Response Format**

- C.5.1 Prospective Offerors are encouraged to be thorough but concise. All responses must at a

minimum:

- C.5.1.1 Provide a brief description of the company's history and experience with software requirements identification and validation, development of formal solicitations, and assistance with review and award process.
- C.5.1.2 Provide brief description of the company's history and experience with appellate case management systems.
- C.5.1.3 Provide a list of three (3) client references of similar services provided.
- C.5.1.4 Provide proposed project scope of work.
- C.5.1.5 For each main task (Requirement Validation, RFP Drafting and Assembly, Project Plan Development, and Option One): **1.** Identify the proposed methodology for accomplishing the task; **2.** Explain why the proposed methodology is appropriate for the given task and the D.C. Courts' environment; **3.** Detail how the methodology will be tailored to meet the stated objectives /goals of this project.
- C.5.1.6 Provide proposed project schedule.
- C.5.1.7 Provide proposed project cost structure.
- C.5.1.8 Identify location of office where management of the project will occur.
- C.5.1.9 Identify all key Contractor personnel including experience level, education and training, and projected functional responsibility.
- C.5.1.10 Provide your company's financial condition to show the financial viability of the company (Dun & Bradstreet).
- C.5.1.11 Confirm that the Company is registered and active in the System for Award Management (SAM.Gov).

**SECTION D – PACKAGING AND MARKING**

(Not applicable to this procurement)



## **SECTION E – INSPECTION AND ACCEPTANCE**

### **E.1 Inspection of Services**

E.1.1 DEFINITIONS: “Services,” as used in this section, includes services performed, workmanship, and material furnished or utilized in the performance of services.

E.1.2 Right to inspect and test all services: The District of Columbia Courts have 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 District of Columbia Courts shall perform inspections and test in a manner that shall not unduly delay the work.

E.1.3 Failure to perform promptly: If the Contractor fails to promptly perform the services in accordance with the Work Breakdown Structure or take the necessary action to ensure performance in conformity with the contract requirements, the District of Columbia Courts may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the District of Columbia Courts that is directly related to the performance of such service or (2) terminate the contract for default.

E.1.4 Correction of Non-Conformities. Correction of non-conformities revealed by review shall be performed by the Contractor before the Court’s acceptance of the Request for Proposal solution and at the price provided in the contract. No additional costs for making corrections to meet the requirements found deficient during review shall be allowed.

**SECTION F – DELIVERIES AND PERFORMANCE**

**F.1 Term of Contract:**

F.1.1 The term of the contract shall be from date of award of the contract to six months thereafter. The date of award shall be the date the Contracting Officer signs the contract document.

**F.2 Commencement of Work**

F.2.1 The Contractor shall commence work on the date of contract award.

**F.3 Deliverables:**

F.3.1 **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 Technical Representative (COTR) the deliverables specified below within the designated and/or agreed upon time frames:**

**Table F.3.1 - Deliverables**

Project Plan is due within fourteen (14) days of the Contract Award. Weekly project status meetings shall be documented and delivered within two (2) business days after the meeting.

<b>CLIN</b>	<b>Deliverable</b>	<b>Format of Deliverable</b>	<b>Payment</b>	<b>Due Date</b>	<b>To Whom</b>
<b>1</b>	Amended and re-organized comprehensive CMS Requirements Document (post review and validation of current requirements documentation)	Word 2007 or 2013	10%	TBD	COTR
	CMS requirements Rational ReqPro/Doors entries and Requirements Traceability Matrix	MS Excel and ReqPro	15%		
	Document Use Cases/User Stories		15%		
	Final CMS Request for Proposal	Word 2007	40%	3/1/22	

	solicitation.	or 2013			
<b>2</b>	Source selection plan	Word 2007 or 2013	10%	5/31/22	<b>COTR</b>
	Vendor selection and Source Selection Evaluation Board recommendation document	Word 2007 or 2013	5%	8/31/22	
	Project Close-out Summary Report	Word 2007 or 2013	5%	9/30/22	

## 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. The contractor shall be compensated as set forth below.

G.1.2 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 After contract and purchase order award, in order to receive payment, the Contractor must use the IPP website to register, access, and use IPP for submitting all invoice requests for payment(s). Assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email at [IPPCustomerSupport@discal.treasury.gov](mailto:IPPCustomerSupport@discal.treasury.gov) or by phone (866) 973-3131.

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 shall 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**

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 receipted and approved invoice pursuant to the Prompt Payment Act, 31 U.S.C. 3901 et seq.

**G.5 Payment**

G.5.1 Payment to the Contractor for services satisfactorily performed shall be made by the Courts once the Contractor’s certified invoice has been approved by the **COTR**, or in the case of a dispute, subject to final determination by the Contracting Officer.

G.5.2 The Contractor shall be compensated in the following manner for the Base and Option years of the contract:

CLIN #	CLIN Description	Total Price
0001	Requirements Validation and Request for Proposal (RFP) Development for the Court of Appeals Case Management System (BASE BERIOD)	\$
0002	Source Selection Services and Support for Court of Appeals Case Management System Solicitation Award (See Section C.3 – Scope of Work) (OPTION PERIOD ONE)	\$
<b>Total Price</b>		\$

## **G.6 Audits.**

G.6.1 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 Courts and a discrepancy of overpayment is found, the Courts shall be reimbursed for said overpayment within thirty (30) days after written notification.

## **G.7 Contracting Officer and Contracting Officer's Technical Representative (COTR).**

**G.7.1 Contracting Officer.** The District of Columbia Superior Court Contracting Officer who has the appropriate contracting authority is the only Courts official authorized to contractually bind the Courts through signing contract documents. All correspondence to the Contracting Officer shall be forwarded to:

Louis W. Parker  
Administrative Officer  
Administrative Services Division  
District of Columbia Courts  
616 H Street, N.W., Suite 622  
Washington, D.C. 20001  
Telephone Number: (202) 879-2803

**G.7.2 Contracting Officer's Technical Representative (COTR):** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's performance or non-performance of the contract requirements. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract. The COTR shall be:

**COTR: NAME:** Gregory Hale  
**TITLE:** IJIS Project Manager  
**DIVISION:** Information & Technology  
**ADDRESS:** 410 E Street, NW Washington, DC 20001  
**TELEPHONE NUMBER:** 202-879-1109 and 202-359-0796  
**EMAIL:** Gregory.Hale@dccsystem.gov

## **G.8 Authorized Representative of the Contracting Officer.**

G.8.1 The COTR will have the responsibility of ensuring that the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in this contract. It is understood and agreed that the COTR shall not have authority to make changes in the scope or terms and conditions of the contract.

**G.8.2 THE RESULTANT CONTRACTOR IS HEREBY FOREWARNED THAT ABSENT THE REQUISITE AUTHORITY OF THE COTR TO MAKE ANY SUCH CHANGES,**

**CONTRACTOR MAY BE HELD FULLY RESPONSIBLE FOR ANY CHANGES NOT AUTHORIZED IN ADVANCE, IN WRITING, BY THE CONTRACTING OFFICER, MAY BE DENIED COMPENSATION OR OTHER RELIEF FOR ANY ADDITIONAL WORK PERFORMED THAT IS NOT SO AUTHORIZED, AND MAY BE ALSO BE REQUIRED, AT NO ADDITIONAL COST TO THE COURTS, TO TAKE ALL CORRECTIVE ACTION NECESSITATED BY REASON OF THE UNAUTHORIZED CHANGES.**

## **SECTION H – SPECIAL CONTRACTS REQUIREMENTS**

### **H.1 Department of Labor Wage Determination**

The Contractor shall be bound by the Wage Determination No. 2015-4281, Revision No. 3, dated 04/08/2016, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.10. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 27 of the D.C. Courts General Contract Provisions (J.1).

### **H.2 Publicity**

The Contractor shall at all times obtain the prior written approval from the 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.3 Disclosure of Information**

- H.3.1 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.3.2 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.3.3 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.3.4 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.4 Security Requirements**

H.4.1 The requirement for Contractor personnel to obtain a security clearance as designated by the Contracting Officer may arise per the 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.5 Courts' Responsibilities**

H.5.1 The Courts' staff will work with the selected Contractor to address any questions and concerns.

H.5.2 The Courts' staff will provide the necessary level of access to the Courts' systems.

#### **H.6 Contractor Project Staff**

H.6.1 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.

The Courts may conduct reference checks—and will conduct background checks (See H.4)—on the Contractor's project staff. The Courts reserves the right to reject the Contractor's staff as a result of such reference and background checks.

Notwithstanding anything to the contrary, the Courts shall have the option to terminate the contract, at its discretion, if it is dissatisfied with the Contractor's replacement project staff.

## **SECTION I – CONTRACT CLAUSES**

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

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

### **I.2 Contracts that Cross Fiscal Years**

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

### **I.3 Confidentiality of Information**

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

### **I.4 Time**

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

### **I.5 Rights In Data**

I.5.1 —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 or pricing, or management information.

I.5.2 The term —Technical Data, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and

computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.5.3 The term —Computer Software, as used herein means computer programs and computer databases. —Computer Programs, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. “Computer Programs” include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4 The term “computer databases”, as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5 All data first produced in the performance of this Contract shall be the sole property of the Courts. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the Courts under this Contract, are works made for hire and are the sole property of the Courts; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the Courts the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the Courts all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the Courts until such time as the Courts may have released such data to the public.
- I.5.6 The Courts will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
  - I.5.6.1 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;

I.5.6.2 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;

I.5.6.3 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.

I.5.7 The restricted rights set forth in section I.5.6 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.

I.5.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the Courts a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the Courts under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the Courts under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the Courts any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

- I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the Courts' or the Contractor's rights in that subcontractor data or computer software which is required for the Courts.
- I.5.10 For all computer software furnished to the Courts with the rights specified in Section I.5.5, the Contractor shall furnish to the Courts, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the Courts with the restricted rights specified in Section I.5.6, the Courts, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the Courts under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.5.11 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.
- I.5.12 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.
- I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 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.

## **I.6 Other Contractors**

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

**I.7 Subcontracts**

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

**I.8 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.9 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.10 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.11 Non-Discrimination**

The Contractor agrees that it will comply with the nondiscrimination requirements set forth in D.C. 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.12 Examination of Books and Records**

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

### I.13 **Record Keeping**

The Contractor 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.14 **Insurance**

I.14.1 **General Requirements:** 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 Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with Ten (10) days prior written notice in the event of non-payment of premium. The Contractor must submit to the Contracting Officer a certificate of insurance as evidence of compliance within ten (10) calendar days after request.**

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia Courts as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia Courts, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the Courts of Columbia or the jurisdiction in which the contract is performed.

4. Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

- I.14.2 **Duration:** The Contractor shall carry all required insurance until all contract work is accepted by the Courts, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- I.14.3 **Liability:** These are the required minimum insurance requirements established by the Courts. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- I.14.4 **Contractor's Property:** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia Courts.
- I.14.5 **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.14.6 **Notification:** The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- I.14.7 **Certificates of Insurance.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section. Evidence of insurance shall be submitted to:

Louis W. Parker Contracting  
Officer Administrative Services  
Division District of Columbia  
Courts  
616 H Street, N.W., Suite 616  
Washington, D.C. 20001  
[Louis.Parker@dccsystem.gov](mailto:Louis.Parker@dccsystem.gov)



I.14.8 **Disclosure of Information.** The Contractor agrees that the Courts may disclose the name and contact information of its insurers to any third party which presents a claim against the Courts for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

I.15 **Cancellation Ceiling**

I.15.1 In the event of cancellation of the contract because of non-appropriation for any fiscal year after fiscal year 2022, there shall be a cancellation ceiling of zero dollars representing reasonable preproduction and nonrecurring cost, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

I.16 **Order of Precedence**

I.16.1 The contract awarded as a result of this RFP will contain the following clause:

I.16.1.1 **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:

- (1) Contract document
- (2) D.C. Courts General Contract Provisions
- (3) Contract attachments other than the General Contract Provisions
- (4) Solicitation, and any amendments
- (5) BAFOs (in order of most recent to earliest), if applicable
- (6) Contractor's Technical and Price Proposals

I.16.1.2 **Governing Law**

This contract, and any disputes arising out of or related to this contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

## **LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

### **SECTION J – LIST OF ATTACHMENTS**

- J.1            General Provisions Applicable to D.C. 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 No. 2015-4281, Revision No. 18, dated 04/07/2021**

## **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

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Print Name of Authorized  
Representative

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Title

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Signature of Authorized  
Representative

## SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

### L.1 Contract Award

#### L.1.1 Best Value to the Courts

The Courts intends to award a single contract resulting from this solicitation to the responsive and responsible Offeror whose proposal meets the requirements set forth in this Solicitation, and offers the best value to the Courts.

#### L.1.2 Initial Offers

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 cost or price, technical and other factors.

### L.2 Proposal Form, Organization and Content

Proposals shall be submitted BY EMAIL (electronic version PDF format) to Kiana Green, Contract Specialist at Kiana.Green@dccsystem.gov no later than 2:00 p.m. EST, on August 11, 2021. The offeror's "Subject" email shall indicate:

***Solicitation Number: DCSC-21-RFP-98***

***Caption: "Solicitation Preparation and Source Selection Services for D.C. Court of Appeals CMS"***

***Proposal Due Date & Time: August 11, 2021 by 2:00p.m., EST***

Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The Offeror shall respond to each factor in a way that will allow the Courts to evaluate the Offeror's response. The Offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested below for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the Offeror proposes to fully meet the requirements in Section C.

### L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

### **L.3.1 Proposal Submission**

Proposals must be submitted no later than 2:00 p.m. EST, August 11, 2021. Proposals, modifications to proposals, or requests for withdrawals 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 (1) or more of the following circumstances apply:

- (a) The proposal or modification was sent by registered or certified mail not later than the 5th day before the date specified for receipt of offers;
- (b) The proposal or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the Courts, or
- (c) The proposal is the only proposal received.

### **L.3.2 Withdrawal or Modification of Proposals**

An Offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date and time for receipt of proposals.

### **L.3.3 RESERVED**

### **L.3.4 Late Modifications**

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 Late Proposals**

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

### **L.4 Explanation to Prospective Offerors**

**Any prospective offeror desiring an explanation or interpretation of this solicitation must request it by email no later than July 28, 2021, by 1:00 p.m., EST.** Requests should be directed to the procurement contact person at the e-mail address listed in Section

**L.10. ANY RESPONSE TO QUESTIONS AND AMENDMENTS TO THE SOLICITATION WILL BE POSTED TO THE DC COURTS WEBSITE at <https://www.dccourts.gov/about/procurement-contracts-branch> UNDER SOLICITATIONS.** Oral explanations or instructions given before the award of the contract will not be binding

**L.5 Failure to Submit Offers**

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the CO, identified in section G.7, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the CO of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the CO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

**L.6 Restriction on Disclosure and Use of Data**

L.6.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the Courts except for use in the procurement process shall mark the title page 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).**

L.6.2 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:

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



**L.7 Proposals with Option Years (NOT APPLICABLE)**

L.7.1 The offeror shall not include option period prices in its price proposal. If applicable, an offer may be determined to be unacceptable if it fails to include pricing for the option period(s).

**L.8 Proposal Protests**

L.8.1 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:

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

L.8.2 A protest shall include the following:

L.8.2.1 Name, address and telephone number of the rotester;

L.8.2.2 Solicitation or contract number;

L.8.2.3 Detailed statement of the legal and factual grounds for the protest, including copies of relevant documents;

L.8.2.4 Request for a ruling by the Contracting Officer; and

L.8.2.5 Statement as to the form of relief requested.

**L.9 Signing of Offers**

The Offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. 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 Unnecessarily Elaborate Proposals**

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 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.12 Proposal Costs**

The Courts is not liable for any costs incurred by the Offerors in submitting proposals in response to this solicitation.

**L.14 Certificates of Insurance**

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in Section I.14 to:

**Louis W. Parker Contracting  
Officer Administrative Services  
Division District of Columbia  
Courts  
616 H Street, N.W., Suite 616  
Washington, D.C. 20001**

**L.15 Acknowledgment of Amendments**

The Offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter, telegram or e-mail from an authorized negotiator. The Courts must receive the acknowledgment 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.16 Best and Final Offers**

If, subsequent to receiving original proposals, negotiations are conducted, all Offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the CO determines that it is clearly in the Courts'

best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify contractor selection and award based on the best and final offers received. If discussions are reopened, the CO shall issue an additional request for best and final offers to all Offerors still within the competitive range.

**L.17 Familiarization with Conditions**

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which 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 the difficulties and the cost of performing the services required herein 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.18 Proposals shall be submitted BY EMAIL (electronic version PDF format).**

**L.19 Proposal Information and Format**

L.19.1 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 – 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.19.2 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. The proposal shall be prepared in two volumes. These shall be submitted in loose-leaf, three-ring notebooks for each copy of Volume I – Technical Proposal, and for each copy of Volume II - Price Proposal.

L19.3 Volume I – Technical Proposal shall be comprised of the following tabs:

Tab	Section
A	<b>Technical Capability</b> (See section M.2.1)
B	<b>Approach to Meeting RFP Requirements</b> (See section M.2.2)
C	<b>Experience</b> (See section M.2.3)
D	<b>Past Performance</b> (See section M.2.4)

L.20 Volume II – Price Proposal shall be comprised of the following tabs:

Tab	Section
A	Price Information (See section L.20.1)
B	General Information (See Sections L.20.2.1 and L.20.2.2)
C	Disclosure (See Section L.20.3)

L.20.1 **Volume II – Tab A - Price Information/Proposal**

L.20.1.1 A separately bound price proposal must be submitted using the format provided in **Section B.4 Price/Cost Schedule** of this RFP. Offeror shall submit a detailed breakdown of proposed price to include document review, requirements collection and validation, use case development, solicitation drafting, selection and award artifacts.

L.20.2 **Volume II - Tab B – General Information**

L.20.2.1 Each Offeror must provide the following information in this section:

L.20.2.1.1 Whether the offeror is a corporation, joint venture, partnership (including type of partnership) or individual;

L.20.2.1.2 Ownership structure;

L.20.2.1.3 Ownership by foreign corporation with an interest exceeding five (5) percent.

L.20.2.1.4 Articles of incorporation, partnership or joint venture agreement;

L.20.2.1.5 **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. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements;**

L.20.2.1.6 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.20.2.1.7 Name, address, and current phone number of offeror’s contact person.

L.20.2.2 Offerors shall complete and return with their proposal the Solicitation/Offer/Award Form (Page 1), Section K - Representations, Certifications and Acknowledgments (Page 34-37) and Anti-Collusion Statement (Attachment J.2), Ethics in Public

Contracting (Attachment J.3), Non-Discrimination (Attachment J.4), Certification of Eligibility (Attachment J.5), Tax Certification Affidavit (Attachment J.6), Certification Regarding A Drug-Free Workplace (Attachment J.7) and Past Performance Evaluation Forms (Attachment J.9).

L.20.3 **Volume II - Tab C - Disclosure**

L.20.3.1 Other Considerations shall contain any assumptions, conditions, or exceptions (technical, price, or otherwise) by the Offeror upon which the proposal is based to include the rationale for the assumption, condition, or exception and other general information. If the Offeror has no assumptions, conditions, or exceptions, state so.

L.20.3.2 Disclosure details of any legal action or litigation past or pending against the Offeror.

L.20.3.3 A statement that the Offeror knows of no conflict between its interests and those of the District of Columbia Courts; and further that the Offeror knows of no facts or circumstances that might create the appearance of a conflict between its interests and those of the District of Columbia Courts.

L.21 **Past Performance**

The information requested in this section shall facilitate the evaluation of the Offeror's past performance in delivering the Court's requirements as described herein.

The Offeror shall provide any information to substantiate the Offeror's past performance in completing the requirements of Section C. The Offeror shall provide the following information:

Three (3) references to include information about previously performed Courts or federal or private contracts providing similar and/or like services, inclusive of dates, contract amount, address and telephone number of the contract administrator. **Each**

**reference shall be submitted on the Past Performance Evaluation Form (Attachment J.9) and shall address client's satisfaction with Offeror's performance and deliverables on similar services.**

Past Performance Evaluation Form (Attachment J.9) will be used to query previous customers regarding Offerors past performance on contracts. Offerors shall assure that customers listed in the proposal complete and sign the Performance Evaluation Form and return them with the technical proposal submission. For each reference contacted, the contact person will be requested to confirm the period of performance, dollar amount, timeliness of performance, cost control business relations and customer satisfaction.

Past performance information will be used for responsibility determination. The Courts will focus on information that demonstrates quality of performance relative to the similarity of scope, magnitude and complexity to that detailed in the RFP.

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

## **L.22 Acceptance Period**

- L.22.1 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.

**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 and in accordance with the evaluations factors listed below in Section M.2. 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**

Table M.2 Evaluation Criteria:

ITEM NO.	PROPOSAL SECTION	EVALUATION CRITERIA	MAXIMUM POINTS
M.2.1	Tab A	<p><b>Technical Approach:</b> The technical approach will be evaluated on the extent to which the proposed technical solutions will result in high quality services and deliverables that will meet the Courts goals set forth in this solicitation to include:</p> <ul style="list-style-type: none"> <li>a. The offeror’s approach to validating the D.C. Court of Appeals’ (the Courts) Case Management requirements;</li> <li>b. The offeror’s approach to developing the Courts’ Case Management RFP;</li> <li>c. The offeror’s approach to managing the project, including Communication and Risk Management Plans; and</li> <li>d. Key personnel proposed to perform the work.</li> </ul>	30
M.2.2	Tab B	<p><b>Core Scope of Work:</b> The offeror must demonstrate relevant experience with recent projects of similar nature. The offeror must demonstrate relevant experience in the following areas:</p> <ul style="list-style-type: none"> <li>a. Requirements gathering and validation;</li> <li>b. RFP development and drafting; and</li> <li>c. Project Management.</li> </ul>	35

M.2.3	Tab C	<p><b>Experience of Key Personnel:</b></p> <p>The Courts will evaluate the experience of the designated key personnel. This evaluation will include the relevance of the experience to the work to be performed under the requirements in this solicitation. Specific experience that will be evaluated is as follows:</p> <ul style="list-style-type: none"> <li>a. Demonstrate the corporate team has the experience, staff, resources and organizational stability to support the RFP Development project over its lifecycle;</li> <li>b. Demonstrated experience in the planning and drafting of complex RFP documents;</li> <li>c. Demonstrated experience in requirements gathering, analysis and validation; and</li> <li>d. Demonstrated experience and knowledge of Project Management.</li> </ul>	20
M.2.4	Tab D	<p><b>Past Performance:</b></p> <p>The Courts will evaluate the offerors past performance on the basis of its reputation for the following:</p> <ul style="list-style-type: none"> <li>a. The products &amp; services have been provided in contracts of equal or larger size providing similar and or like services, with successful problem resolution and delivered on time and within budget; and</li> <li>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"> <li>i. adhering to standards of good workmanship, including the technical, business, and administrative aspects of performance;</li> <li>ii. Timely service delivery, adhering to work schedules and deadlines;</li> <li>iii. Demonstrating a</li> </ul> </li> </ul>	15



		commitment to customer satisfaction.	
		<b>Total Maximum Points</b>	<b>100</b>

**M.3 Prospective Contractor's Responsibility**

- M.3.1.1 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.3.1.2 Financial resources adequate to perform the contract, or the ability to obtain them;
  - M.3.1.3 Ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments
  - M.3.1.4 A satisfactory record of performance;
  - M.3.1.5 The necessary organization, experience, accounting and operational control, and technical skills, or the ability to obtain them;
  - M.3.1.6 Compliance with the applicable Courts licensing, tax laws, and regulations;
  - M.3.1.7 The necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and
  - M.3.1.8 Other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
  
- M.3.2 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 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.

#### M.4 **Price Proposal Evaluation**

M.4.1 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.4.2 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, if applicable:

- 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.4.3 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, if applicable:

- a. Is the proposed price(s) (for Section B – Supplies or Services and Price/Cost) comparable to the independent Courts cost estimate?
- b. 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?
- c. Are the proposed price(s) for platform licensing comparable to competitor's prices under this solicitation?
- d. Are the proposed price(s) for an implementation plan comparable to Competitor's prices under this solicitation?

- e. Are the proposed price(s) for warranty and customer support comparable to Competitor's prices under this solicitation?

M.4.4 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, if applicable:

- 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?