

**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 29, 2021

OPENING DATE: _____

OPENING TIME: _____

CLOSING DATE: AUGUST 14, 2021

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

SOLICITATION NUMBER: DCSC-21-FSS-105

OFFER/BID FOR: Appellate Voting System

MARKET TYPE: **Restricted to
GSA SCHEDULE VENDORS**

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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;">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 _____ (Seal) | Date: |
| | Impress Corporate Seal Corporate (Secretary) _____ | (Seal) (Attest) |

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

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

All written communications regarding this solicitation should be directed by email to Maribel Torres, Senior Contract Specialist at Maribel.torres@dccsystem.gov.

The prospective Offerors shall submit questions no later than August 5, 2021 by 10:00 a.m. The Courts will not consider any questions received after August 5, 2021 by 10:00 a.m. Written questions and inquiries should be submitted by email to Maribel Torres, Senior Contract Specialist maribel.torres@dccsystem.gov.

The Courts will post all amendments 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.

This solicitation is a **GSA Schedule** procurement.

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.

PART I

SECTION B - SUPPLIES OR SERVICES AND PRICE/COST

B.1 The District of Columbia Courts (the Courts) is seeking a qualified Contractor to develop a solution for Court of Appeals for an appellate petitions and motions voting system This system will be used to track petitions for rehearing/rehearing *en banc* and motions filed in certain phases of appellate cases.

B.2 The Courts contemplates award of a firm fixed price contract because of this solicitation to the responsible Offeror whose offer is most advantageous to the Courts.

B.3 The Offeror shall submit a 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 from the date of the Contracting Officer 's signature.

B.5 PRICE/COST SCHEDULE

Table B.5.1 Base Period – 6 Months

| CLIN # | CLIN Description | Total Price |
|--------------------|---|--------------------|
| 1 | Requirements Review, Technical Documentation, Solution Design and Test scenarios. | \$ |
| 2 | Voting Solution Software Development | \$ |
| 3 | Testing, Implementation, Knowledge Transferring, Training and Project Close-out | \$ |
| Total Price | | \$ |

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 Background

- C.1.1 As the Judicial Branch of the District of Columbia (D.C.) Government, the District Columbia Courts (the Courts) are a fully unified, large urban court system with 96 active, full-time judges and approximately 1,100 court employees.
- C.1.2 The Courts include the Court of Appeals (DCCA), the District of Columbia's highest court, the Superior Court (DCSC), a trial court of general jurisdiction, and the Court System, which provides administrative functions for both courts. Because the District of Columbia has no intermediate appellate court, the Court of Appeals hears all cases appealed from the trial court. The DCCA also reviews decisions and orders of D.C. Government administrative agencies. Final judgments of the Court of Appeals are reviewable by the U.S. Supreme Court.
- C.1.3 DCSC has six major operating divisions which process civil, criminal, domestic violence, family, probate, and tax cases. The Court also operates the juvenile probation function for the D.C., mediation programs and Crime Victims Compensation Program which provides financial assistance to victims of violent crime and their families.
- C.1.4 The Court System provides business support services, including but not limited to budget and finance, administrative services, human resources, general counseling, training, research and development, court reporting, and information technology.
- C.1.5 The Information Technology (IT) Division employs staff of about 75 and is responsible for all aspects of business process automation, information systems management, application development; production support; network operations, security auditing, as well as desktop and peripheral support.
- C.1.6 The Court of Appeals receives approximately 150 – 200 petitions for rehearing/rehearing *en banc* each year and 4,000 motions, although some are processed in a different manner. Judges currently vote in two ways: in panels of three (merits panels) or as the full court (the *en banc* court) which, as discussed below, will be a variable number, but generally amounts to nine judges.
- C.1.7 **Merits Panel voting:** Judges, grouped in threes, are randomly assigned to merits panels. These panels may include some combination of active judges (there are nine active judges on the court), senior (semi-retired) judges, and, occasionally, Superior Court judges (who sit by the Chief Judge's designation). One of the three judges on the merits panel will be preassigned as the "writing judge," i.e., the judge presumptively responsible for writing the opinion for the court resolving the appeal. The same merits panel will generally be assigned to

hear a trio of cases set for oral argument on the same day or a group of six cases assigned to a summary calendar (meaning that they will be submitted to the panel for decision without oral argument unless oral argument is specially requested). The DCCA's case management system, C-Track maintains information regarding the panel assignment for each case, as well as case numbers, docket information, and documents filed in the case.

- C.1.8 **En Banc voting:** After a merits panel issues a final decision in their case from a merits panel (and in a few exceptional cases, beforehand) one or more parties may file a petition for rehearing by the same merits panel or they may seek rehearing *en banc*, i.e., review by all of the active judges who are not recused from the case and any senior judge who may have been on the merits panel that originally decided the case. As in the motions process, court staff docket the petition and the case management system emails it to the merits panel (petition for rehearing) or all of the active judges plus any senior judge who may have been on the merits panel (petition for rehearing *en banc*).
- C.1.9 The judges currently vote on pending petitions for rehearing or rehearing en banc by email, copying court staff who draft and issue an order implementing the merits panel or en banc court's decision. Other motions related to petitions for rehearing or rehearing en banc may be filed during the pendency of the petition, e.g., motions to file an amicus brief, motions for extensions of time, motions to exceed the page limits. These motions are circulated and voted on by the panel or the en banc court. The Appellate Petitions and Motions Voting System ("voting system") will automate the process and provide a dashboard-like interface for judges and staff.
- C.1.10 The new system will receive information from the case management system, including the judges assigned to the merits panel for the case in which the motion or petition was filed, case information, and the motion or petition document.
- C.1.11 The system will provide a dashboard-like interface where each judge can see all pending motions, petitions for rehearing, and petitions for rehearing en banc filed in each case to which that judge is assigned; See whether and how the judge and other judges on the panel (or the en banc court, for petitions for rehearing en banc) have voted (including requesting an answer or a poll of the judges); Receive alerts when established deadlines for voting are approaching; and Vote on the motion or petition; Send messages to other judges or court staff regarding the pending motion or petition..
- C.1.12 The system will also provide staff a dashboard-like interface where staff can monitor voting on motions and petitions under their area of responsibility; Receive alerts when votes are past established deadlines; Be alerted when the staff member needs to take action to carry out the decision of the court—When an answer has been requested (by one judge in a petition for rehearing or by two judges in a petition for rehearing en banc); When time has elapsed for requesting a poll of the judges; or When voting has been completed; Send

messages to other judges or court staff regarding the pending motion or petition.

C.1.13 The system will also track deadlines and timing of votes and collect relevant data to generate standard and ad hoc reports. Generally, the voting system will, increase the efficiency of Court staff and judiciary; Improve the management of court cases in judicial chambers and the clerk's office.

C.1.14 There are approximately 100 end users who will access the Appellate Petition and Motions Voting System, including judges and court staff. The Vendor will need to provide support for "Development", "Testing", "Go Live" and "Post Go-Live" periods.

C.1.15 Further information about the requirements is located at Appendix A

C.2 **Scope**

- C.2.1 The District of Columbia Superior Court (DCSC) is seeking a contractor to provide software development professional services assistance for Voting System with expertise in Power Automate (Flow), Power Apps, SharePoint, Azure services.
- C.2.2 The Agile Software Development Methodology shall be adopted for this implementation. The requirements shall be implemented in sprints using a product backlog. Each sprint shall include, but not limited to, the following detailed steps:
 - C.2.2.1 Requirement's specifications: Document emerging requirements to accommodate changes to panel voting policies.
 - C.2.2.2 Requirements Validation: The requirements as presented in this document address specific business needs that need to be reviewed and confirmed by Court of Appeals / Clerks Office personnel.
 - C.2.2.3 Definition of Test Cases and Scenarios: These need to show that the actual business need is met by the technical requirement.
 - C.2.2.4 Development/Testing: Creation of the actual code to produce the desired result and Test results to demonstrate each requirement is addressed.
 - C.2.2.5 User Acceptance Testing (UAT): Validation with Clerks Office that the business need is satisfied.

C.3 **Contractor Qualifications**

- C.3.1 The Contractor shall demonstrate relevant experience with recent projects of similar nature, scope, and size pertaining to providing professional system development services to a Court, federal government agency, local government agency, or to private sector businesses. At a minimum, the Contractor shall demonstrate relevant experience in the following areas:
 - C.3.1.1 Gathering and documenting detailed system requirements.
 - C.3.1.2 Translating business and functional requirements into technical requirements.
 - C.3.1.3 Designing and developing systems based on requirements and specifications.
 - C.3.1.4 Experience in agile software development practice.
 - C.3.1.5 Ability to participate in and/or lead Joint Application Development (JAD) sessions.
 - C.3.1.6 Experience (5+ years) of SharePoint Development / administration.

- C.3.1.7 Expertise in designing and implementing custom solutions that leverage various Office 365 services such as Power Automate (Flow), Power Apps, SharePoint, Azure services.
- C.3.1.8 Experience with a Judicial Case Management system, such as C-Track / Court View / Odyssey.
- C.3.1.9 Comprehensive understanding of software design patterns, particularly proxy, memento, and façade.
- C.3.1.10 Comprehensive understanding of software state machines.
- C.3.1.11 Ability to furnish detailed, weekly status reports.
- C.3.1.12 Experience (5+ years) working in environments requiring proper safeguarding of sensitive and Personally Identifiable Information (PII); and,
- C.3.1.13 The Contractor must screen and provide qualified personnel with proven experience in the discipline required. The screening process must include a criminal background check, as well as verification of education, work history, and references.
- C.3.1.14 The Courts will conduct independent interview of the Contractor's candidate(s) as part of the Source Selection Board review process.
- C.3.1.15 The Courts reserves the right to perform its own background check in addition to any checks provided by the Contractor.
- C.3.1.16 Corrective Action Plan – The Contractor must have a process for replacing individuals that are not qualified or problematic as determined by the Courts. This corrective action plan will have no cost to the Courts.
- C.3.1.17 Qualified personnel provided by the Contractor must:
- C.3.1.18 Follow IT Division's processes and procedures.
- C.3.1.19 Turn over source code(s) and documentation to the Courts for each assignment, when applicable.

C.4 **General Requirements**

- C.4.1 The Contractor shall hold weekly status meetings with the Courts 'project manager and the project team. The meetings shall be used to report of project status, tasks completed for the week, outstanding tasks, tasks scheduled for the coming weeks, issues, delays, and potential risks. The Contractor shall be responsible for capturing and reviewing the minutes of all meetings with the Courts and providing a copy to the Courts 'project manager.
- C.4.2 The Contractor shall be responsible for refining and updating the overall project schedule.

- C.4.3 The Contractor shall conduct a project initiation meeting with the Courts 'project team. The objective of this meeting is to clearly outline the steps, deliverables, and expectations of the project. In the event of a critical issue during project execution the Contractor agrees to work with the Courts 'project manager. All contract change issues as it relates to the services provided in this project must follow the Courts 'change management process.
- C.4.4 The Contractor shall provide the Courts with complete project documentation.
- C.4.5 The Contractor shall provide the Courts with comprehensive software design documentation that accurately reflects the final product.
- C.4.6 The Contractor shall provide the Courts with the entire source code for each iteration (version).
- C.4.7 The Contractor shall provide the Courts with an Updated Test Plan for UAT for each Sprint.

- C.4.8 The Contractor shall facilitate UAT sessions.
- C.4.9 The Contractor shall facilitate user training sessions.
- C.4.10 The Contractor shall perform the work on site / remote.
- C.4.11 The Contractor shall provide all deliverables in Section F.3.

END OF CLAUSE

SECTION D - PACKAGING AND MARKING

(Not applicable to this procurement)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 Inspection of Services

- (a) —Services as used in this clause includes (1) project management; (2) documentation development; (3) system design and development; and (4) the training of Courts power users and end users.
- (b) The Contractor shall provide and maintain documentation of all services provided under this contract. Complete records of all services performed by the Contractor shall be maintained and made available to the Courts during contract performance and for as long afterwards as the contract requires.
- (c) The Contractor shall apply the software development life cycle methodology in order to deliver the requirements in Section C.3.
- (d) The Courts have the right to review and test all services called for by the contract to the extent practicable during the term of the contract. The Courts will perform reviews and tests in a manner that will not unduly delay the work. The Courts will perform system and integration tests, while unit testing and user acceptance testing remains the responsibility of the Contractor.
- (e) If any of the services do not conform to the contract requirements, the Courts may require the Contractor to perform these services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by performance, the Courts may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect value of services performed.
- (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 Courts may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by the Courts that is directly related to the performance of such services, or (2) terminate the contract for default.

SECTION F - DELIVERIES AND PERFORMANCE

F.1 Term of Contract:

The term of the contract shall be six (6) months from date of award of the contract. The date of award shall be the date the Contracting Officer signs the contract documents

F.2 Option To Extend the Term of The Contract

F.2.1 The Court may elect to extend the term of the contract up to an additional 6 months if funding is available to pursue further system enhancements.

F.3 Deliverables:

All deliverables shall be in a form and manner acceptable to the Courts. The Contractor shall complete the tasks and provide to the Contracting Officer Technical Representative (COTR) the deliverables specified below within the designated and/or agreed upon time frames:

Table F.3.1 - Deliverables

| CLIN | Deliverable | Format/Method of Delivery | Due Date | To Whom |
|----------|------------------------------------|--|-------------------------------|----------------|
| 1 | A. Technical Requirements Document | MS Word 2013 / 2016 or PDF | 1 month after contract award | COTR |
| | B. Voting Solution Design Document | PDF or MS Power Point | | |
| | C. Test Scenarios | MS Word 2013 / 2016 or PDF | | |
| 2 | A. Judicial Dashboard View | Code check-in to the version control system; code review by the Courts' Technical Lead | 5 months after contract award | Technical Lead |
| | B. Admin Staff Dashboard View | Code check-in to the version control system; code review by the Courts' Technical Lead | | |
| | C. Search Module | Code check-in to the version control system; code review by the Courts' Technical Lead | | |

| | | | | |
|----------|--|--|-------------------------------|------|
| | | | | |
| | D. Utilities: Ticklers, Alerts, Prompts, Notifications | Code check-in to the version control system; code review by the Courts' Technical Lead; In-person functional software demo to stakeholders | | |
| | E. Updated Documentations | PDF or Microsoft Word 2013 / 2016 | | |
| 3 | A. Support Courts IT Teams with End User Acceptance Testing Sessions | Functional software | 6 months after contract award | COTR |
| | B. Knowledge Transfer to the Courts' IT Teams | Remote / classroom training | | |
| | C. Support Courts IT Teams with Training Sessions for End-users | Remote / classroom training | | |
| | D. Project Close- out Summary Report | PDF or MS Word 2013 / 2016 | | |

All software deliverables will be tested by the Courts' Testing Team for integration test and UAT. Upon receiving the Testing Team's certification of software deliverables, COTR will sign off the deliverables.

SECTION G -CONTRACT ADMINISTRATION DATA

G.1 PAYMENT/INVOICES

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.2 INVOICE SUBMITTAL

G.2.1 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.2.2 In order to receive payment, the Contractor must use the IPP website to register, access, and obtained by contacting the IPP Production Helpdesk via e-mail at IPPCustomerSupport@discal.treasury.gov or by phone (866) 973-3131.

G.2.3 At a minimum, to constitute a proper invoice, the Contractor's invoice shall include the following information:

- a.
- b. a. Name and address of the Contractor
- c. b. The purchase order number
- d. c. Invoice date
- e. d. Invoice number
- f. e. Name of the Contracting Officer Technical Representative (COTR)
- g. f. COTR e-mail address
- h. g. Description, quantity, unit of measure, and extended price of the services or supplies actually rendered.

G.2.4 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.2.5 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.2.6 The Contractor shall submit final invoices within thirty (30) days after the expiration of this contract.

G.2.7 In addition, the Contractor shall complete **Attachment J.8 - District of Columbia Courts Release of Claims form** and submit to the Contracting Officer.

G.3 Payment

G.3.1 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.3.2 Payment Schedule

| CLIN | Deliverable | % | Comments |
|-------------|--|----------|-----------------|
| 1 | A. Technical Requirements Document | 30% | |
| | B. Voting Solution Design Document | | |
| | C. Test Scenarios | | |
| 2 | A. Judicial Dashboard View | 20% | |
| | B. Admin Staff Dashboard View | | |
| | C. Search Module | 10% | |
| | D. Utilities: Ticklers, Alerts, Prompts, Notifications | 10% | |
| | E. Updated Documentations | | |
| 3 | A. Support Courts IT Teams with End User Acceptance Testing Sessions | 20% | |
| | B. Knowledge Transfer to the Courts' IT Teams | | |
| | C. Support Courts IT Teams with Training Sessions for End-users | | |

| | | |
|-----------------------------------|-----|--|
| D. Post Go-Live / Project Closing | 10% | |
|-----------------------------------|-----|--|

G.4 Contracting Officer (CO)

G.4.1 The District of Columbia Superior Court Contracting Officer who has the appropriate contracting authority is the only Courts official authorized to contractually bind the Courts through signing contract documents. The contact information for the Contracting Officer is:

**Louis W. Parker
Administrative Officer
Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 622
Washington, D.C. 20001**

G.5 Authorized Changes by the Contracting Officer

- G.5.1 The Co is the only person authorized to approve changes in any of the requirements of this contract.
- G.5.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.
- G.5.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.6 Contracting Officer’s Technical Representative (COTR)

- G.6.1 The COTR is responsible for general administration of the contract and advising the CO as to the Contractor’s compliance or noncompliance with the contract. The COTR has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
 - G.6.1.1 Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
 - G.6.1.2 Coordinating site entry for Contractor personnel, if applicable;
 - G.6.1.3 Reviewing invoices for completed work and recommending approval by the CO if the Contractor’s costs are consistent with the negotiated amounts and progress is

satisfactory and commensurate with the rate of expenditure;

G.6.1.4 Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the Courts payment provisions; and

G.6.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data and equipment) and invoice or vouchers.

G.6.2 The address and telephone number of the COTR is:

NAME: Vaidehi Koppolu
TITLE: Acting Chief Technology Officer
DIVISION: Information & Technology
ADDRESS: 410 E Street, Suite 3900A, NW
Washington, DC 20001
Telephone Number: 202-508-1827
Email: vaidehi.koppolu@dccsystem.gov

G.6.3 The COTR shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of Courts property, except as specified under the contract.

G.6.4 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the Courts, to take all corrective action necessitated by reason of the unauthorized changes.

G.6.5 Questions Concerning This Solicitation Must Be Directed by Email To:

Maribel Torres
Senior Contract Specialist
Administrative Services Division
Procurement and Contracts Branch
District of Columbia Courts
616 H Street, N.W., Suite 612
Washington, D.C. 20001
maribel.torres@dccsystem.gov

END OF CLAUSE

SECTION H - SPECIAL CONTRACTS REQUIREMENTS

H.1 Publicity

The Contractor shall at all times obtain the prior written approval from the CO before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.2 Disclosure of Information

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 Security Requirements

H.3.1 The requirement for Contractor personnel to obtain a security clearance as designated by the Contracting Officer may arise per the Courts security policies and procedures. The District of Columbia Courts will notify the Contractor of all such requirements as soon as practicable.

H.4 Courts' Responsibilities

H.4.1 The Courts' staff will work with the selected Contractor to address any questions and concerns.

H.4.2 The Courts' staff will provide the necessary level of access to the Courts' systems.

H.5 Contractor Project Staff

H.5.1 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.3)—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.

END OF CLAUSE

PART II

SECTION I - CONTRACT CLAUSES

I.1 **RESERVED**

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 maybe 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 prior to commencing work. Evidence of insurance shall be submitted to:

Maribel Torres
Senior Contract Specialist
Procurement and Contracts Branch
Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 612
Washington, D.C. 20001
maribel.torres@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 2021 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.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) An applicable Court Order, if any
- (2) Contract document
- (3) Contractor's GSA Schedule
- (4) Contract attachments other than the Contractor's GSA Schedule
- (5) RFP, as amended
- (6) BAFOs (in order of most recent to earliest)
- (7) Proposal

I.17 **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.

END OF CLAUSE

LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

- J.1 Appendix A – New Appellate Voting System Requirements**
- 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 Past Performance Evaluation Form**

REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 Walsh-Healy Act

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

(a) Regular Dealer

- The Offeror is a Regular Dealer pursuant to Clause 28 of the District of Columbia Courts General Contract Provisions.
- The Offeror is not a Regular Dealer pursuant to Clause 28 of the District of Columbia Courts General Contract Provisions.

(b) Manufacturer

- The Offeror is a Manufacturer pursuant to Clause 28 of the District of Columbia Courts General Contract Provisions.
- The Offeror is not a Manufacturer pursuant to Clause 28 of the District of Columbia Courts General Contract Provisions.

K.2 Buy American Certification

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

EXCLUDED END PRODUCTS

COUNTRY OR ORIGIN

K.3 Officers Not to Benefit Certification

Each Offeror shall check one of the following:

- ____(a) No person listed in Clause 21 of the District of Columbia Courts General

Contract Provisions will benefit from this contract.

- ____(b) The following person(s) listed in Clause 21 of the District of Columbia Courts General Contract Provisions may benefit from this contract. For each person listed, attach the affidavit required by Clause 21 of the District of Columbia Courts General Contract Provisions.

K.4 Certification of Independent Price Determination

- (a) Each signature on the offer is considered to be a certification by the signatory that:
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offer;
 - (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before offer opening unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory;
- (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this offer, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above; or
 - (2)
 - (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above:

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

- (ii) As an authorized agent, does certify that the principals named in subdivision (b) (2) (1) above have not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above; and
 - (iii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.
- (c) If Offeror deletes or modifies subparagraph (a) (2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.5 Type of Business Organization

Offeror operates as () an individual, () a partnership, () a nonprofit organization, () a corporation, incorporated under the laws of the State of _____, () a joint venture, () other.

K.6 Payment Identification Number

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

Please list below applicable vendor information:

Federal Tax Identification Number: _____

Or

Social Security Number: _____

Dun and Bradstreet Number: _____

Legal Name of Entity Assigned this Number: _____

Street Address and/or Mailing Address: _____

City, State, and Zip Code: _____

Type of Business: _____

Telephone Number: _____

Fax Number: _____

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

K.7 Tax Certification

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

END OF CLAUSE

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 Contract Award

L.1.1 Most Advantageous to the Courts

The Courts intends to award a single contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Courts, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

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

The offeror's offer shall be identified with the following:

Solicitation Number: DCSC-21-FSS-125

Caption: "Appellate Voting System"

Proposal Due Date & Time: August 14, 2021, by 2:00 p.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 the date and time specified herein. 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 one (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 calendar 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 Postmarks

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 request for 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 on the postmark, the proposal shall be considered late unless the Offeror can furnish evidence from the postal authorities of timely mailing.

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

If a prospective Offeror has any questions relating to this solicitation, the prospective Offeror shall submit the question in writing to Maribel Torres, Senior Contract Specialist at maribel.torres@dccsystem.gov. The prospective Offeror shall submit questions no later than 1:00 p.m. on August 5, 2021. The Courts will not consider any questions received after 1:00 p.m. on August 5, 2021. The Courts will furnish responses to all prospective Offerors. An amendment to the solicitation will be issued if the Contracting Officer decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective Offeror. The Courts will post all amendments and responses to offerors questions in the DC Courts Website at <https://www.dccourts.gov/about/procurement-contracts-branch>. Oral explanations or instructions given Courts officials 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 on 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 Mark each sheet of data it wishes to restrict with the following legend:

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

L.7 **Proposals with Option Years**

Six (6) months

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 622
Washington, D.C. 20001**

L.8.2 A protest shall include the following:

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

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:

**Maribel Torres
Senior Contract Specialist
Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 612
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 Offers shall be delivered via email to Maribel Torres, Senior Contract Specialist at Maribel.torres@dccsystem.gov.

L.19 Technical and Price Proposals Format and Content

L.19.1 Volume I - Technical Proposal shall be comprised of the following tabs:

| Tab | Section |
|------------|--|
| A | General Information |
| B | Technical Approach |
| C | Section C – Credentials/Resumes |
| D | Past Performance |

L. 19.1.1 Volume 1 - Tab A – General Information

In this section (Tab A) of the proposal, the Offeror shall provide a brief description of its organization to include:

1. Brief history of the Company;
2. Name, Address, Telephone Number and DUNS and Federal ID Numbers of the Offeror;
3. If the Offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements; and
4. Name, Address, email and current phone number of Offeror's contact person.
5. A copy of each District of Columbia license, registration or certification that the Offeror is required by law to obtain. 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.19.1.2 Volume I - Tab B - Technical Approach (See Section M.2.1)

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

This shall, at a minimum, include:

1. Overall understanding of the RFP requirements.
2. The Feasibility of the proposed approach and the method of which implementation, including tasks, timeline, and management, accountability and expected deliverables.
3. A comprehensive list of project tasks and deliverables.
4. Clearly defined project responsibilities and accountability.

L.19.1.3 **Volume I - Tab C – Section C – Credentials/Resumes (See Section M.2.2)**

The Offeror's proposed staffing, as a team, shall demonstrate, at a minimum, relevant experience with recent projects of similar nature. Resumes of proposed resources shall be included.

Any additional relevant information.

L.19.1.4 **Volume I - Tab D – Past Performance (See Section M.2.3)**

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:

Provide a brief description of past performance on contracts for furnishing software development professional services for a Court, federal government agency, local government agency, or to private sector businesses, inclusive of dates, contract amount, address and telephone number of the contract administrator.

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.8) and shall address client's satisfaction with Offeror's performance and deliverables on similar services.**

Past Performance Evaluation Form (**Attachment J.8**) 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.20 Volume II – Price Proposal shall be comprised of the following tabs:

| Tab | Section |
|------------|----------------------|
| A | Price Information |
| B | Certification Forms |
| C | Other Considerations |

L.20.1 Volume II – Tab A - Price Proposal

L.20.1.1 A separately bound price proposal must be submitted using the format provided in **Section B.5** of this RFP.

L.20.1.2 The Price Proposal shall be comprised of the following Section(s):

L.20.1.2.1 **Price/Cost Schedule (Section B.5).**

L.20.2 Volume II - Tab B – Certification Information

L.20.2.1 Offerors shall complete and return with their proposal the Representations, Certifications and Acknowledgments 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.8)

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 Acceptance Period

- L.21.1 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 its Final Proposal Revision (FPR) is accepted within one hundred twenty (120) days from the date specified for submission thereof to furnish services at the price stated in the Price proposal, delivered or performed at the designated place within the time specified in this solicitation.

END OF CLAUSE

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 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

M.2.1 Technical Approach (Refer to Section L.20.1.2) 0-45 points

M.2.1.1 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:

- a. Demonstrating an overall understanding of the RFP requirements;
- b. Providing a comprehensive list of project tasks and deliverables, with estimated start and finish dates;
- c. Clearly defining project responsibilities and accountability;
- d. Translating the requirements described in **Appendix A – New System Requirements** into actionable items;
- e. Designing, developing, documenting, and testing proposed products;
- f. Managing project risks;
- g. Performing user acceptance testing; and
- h. Implementing quality products on schedule and according to specification.

M.2.2 Section C – Credentials/resumes 0-40 points

M.2.2.1 The Offeror shall include credentials/resumes which clearly outline the resources skills & experiences:

Refer to Section C.4 in its entirety.

M.2.3 Past Performance 0-15 points

M.2.3.1 The Courts will evaluate the Offerors past performance on the basis of its reputation for the following:

The product & services have been provided in contracts of equal or larger size providing similar and or like services, with successful problem resolution and delivery of each phase of the implementation and integration on time and within budget.

Using Attachment J.8, 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:

- a) adhering to standards of good workmanship, including the technical, business, and administrative aspects of performance;
- b) timely and reliable service delivery, adhering to work schedules, response times, and deadlines;
- c) demonstrating a commitment to customer satisfaction; and
- d) positive working attitude.

M.2.4 Total Points (100 Points Maximum)

M.3 Reserved

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 Offerors 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:

- 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:

- 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 hardware and software comparable to competitor's prices under this solicitation?
- d. Are the proposed price(s) for installing hardware and software 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:

- 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?

END OF CLAUSE

Appellate Voting Solution Requirements

- A. The system shall retrieve data from the case management system (C-Track), including.
 - The judges assigned to the merits panel for the case in which the motion or petition was filed,
 - Case information, and
 - The motion or petition document.
- B. The system shall provide Judicial dashboard-like interface where each judge will—
 - See all pending motions, petitions for rehearing, and petitions for rehearing *en banc* filed in each case to which that judge is assigned.
 - See whether the judge and other judges on the panel (or the *en banc* court, for petitions for rehearing *en banc*) have voted (including requesting an answer or a poll of the judges);
 - See how the other judges have voted.
 - Receive alerts when established deadlines for voting are approaching; and
 - Vote on the motion or petition.
 - Send messages to other judges or court staff regarding the pending motion or petition.
- C. The system shall provide Staff dashboard-like interface where staff can—
 - Monitor voting on motions and petitions under their area of responsibility.
 - Receive alerts when votes are past established deadlines.
 - Be alerted when the staff member needs to take action to carry out the decision of the court—
 - 1) When an answer has been requested (by one judge in a petition for rehearing or by two judges in a petition for rehearing *en banc*);
 - 2) When time has elapsed for requesting a poll of the judges; or

3) When voting has been completed.

- D. The system shall provide capabilities to Track deadlines.
- E. The system shall provide capabilities to Track timing of votes.
- F. The system shall provide capabilities to Collect relevant data to generate standard and ad hoc reports.
- G. The system shall provide capabilities to Send messages to other judges or court staff regarding the pending motion or petition.

H. *Utility Functions*

The system shall provide.

- Ability to search, find, and replace: Enter search criteria.
- Ability to perform mass update: replace a judge in all cases (e.g., a judge retires)
- Ability to change judge in a single case (e.g. a judge is recused from a single case)
- Ability to designate what is being voted on.

I. *Ticklers, Alerts, Prompts, Notifications*

The system shall provide capabilities to

- Automatically create ticklers, alerts, prompts, and notifications based on business rules.

ANTI-COLLUSION STATEMENT

TO ALL BIDDERS/OFFERORS:

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

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

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

BY: _____

COMPANY

BUSINESS ADDRESS

Subscribed and sworn before me this _____ day of _____, 20____, in

City and State

Notary Public

ETHICS IN PUBLIC CONTRACTING

- A. To achieve the purpose of this section, all employees and persons doing business with the Court shall be required to observe the ethical standards prescribed herein. The Executive Officer shall make available and disseminate to every person doing business with the Court, and to every Court managerial employee with procurement responsibilities, the requirements of this section.

- B. It shall be a breach of ethical standards for any employee to participate directly or indirectly in a procurement when the employee knows that the employee or any member of the employee's immediate family has a financial interest pertaining to the procurement. When a Court employee knows that he or she has an actual or potential conflict of interest, or when the Executive Officer has determined that an actual conflict of interest exists, such employee shall be disqualified from the procurement involved.

- C. It shall be a breach of ethical standards for person to offer, give, or agree to give any employee or former employee, or for any employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of procurement.

- D. It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or higher tier subcontractor, as an inducement for the award of a subcontract or order.

- E. It shall be a breach of ethical standards for any employee, former employee or any other person knowingly to use confidential information for actual or anticipated personal gain. No employee or officer of the Court shall serve on the board of directors or other governing body (whether or not compensated) of any contractor with whom the Court has a current contractual relationship if the individual's responsibilities with the Court entail the letting or management of the contract.

BY: _____

COMPANY

NON DISCRIMINATION

Employment discrimination by contractor is prohibited.

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

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

BY: _____

COMPANY

CERTIFICATION OF ELIGIBILITY

CONTRACTOR'S/
PROJECT NAME: _____

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

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

Contractor

Date

President or Authorized Official

Title

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

Subscribed and sworn before me this _____ day of _____, 20____, in

City and State

Notary Seal

Notary Public

TAX CERTIFICATION AFFIDAVIT

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

_____, 20 _____.

I hereby certify that:

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

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

State: _____ Current Not Current
Unemployment Insurance _____ Current Not Current

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

4. My tax numbers are as follows:

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

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

Signature of Person Authorized to Sign
This Document

Title

Typed or Printed Name

Name of Organization _____

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

CERTIFICATION REGARDING A DRUG-FREE WORKPLACE

A. Definition as used in this provision:

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

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

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

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

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

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

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

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

Concurrence:

AUTHORIZED CONTRACTOR PERSONNEL

Name: _____

Signature: _____

Title: _____

Date: _____

PAST PERFORMANCE EVALUATION FORM

(Check appropriate box)

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

1. Name & Title of Evaluator: _____
2. Signature of Evaluator: _____
3. Name of Organization: _____
4. Telephone Number of Evaluator: _____
5. State type of service received: _____
6. State Contract Number, Amount and period of Performance _____

7. Remarks on Excellent Performance: Provide data supporting this observation. Continue on separate sheet if needed)
8. Remarks on unacceptable performance: Provide data supporting this observation. (Continue on separate sheet if needed)

RATING GUIDELINES

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

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