



**District of Columbia Courts  
Administrative Services Division  
Procurement and Contracts Branch**



***AMENDMENT NO. 1***

**TO: ALL PROSPECTIVE OFFERORS**

**AMENDMENT**

**ISSUE DATE: September 11, 2012**

**SUBJECT: Solicitation No. DCSC-12-FS-0061  
Family Court Operations Relinquishment Imaging Project**

**PROPOSAL  
SUBMISSION**

**DATE: September 17, 2012, by 3:00 p.m., Eastern Standard Time.**

The subject solicitation is amended as follows:

**1. Page 9, Section 10 – Term of Contract:**

**DELETE:** The term of the contract shall be for one (1) year from date of award of the contract.

**REPLACE:** The term of the contract shall be from date of award through December 14, 2013.

**2. Page 12, Section 17 Technical Proposal Content:**

**DELETE:** The section in its entirety and replace with the attached revised Section 17 Technical Proposal Content.

**3. Page 14, Section 19.3.4:**

**DELETE:** Paragraph B in its entirety and replace with the attached revised Section 19.3.4.

**SUBJECT:                   Solicitation No. DCSC-12-FS-0061 - Family Court Operations  
Relinquishment Imaging Project**

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED**

One (1) copy of this amendment is being sent to only those offerors who received a copy the solicitation. Offerors shall sign below and attach a signed copy of this amendment to each offer to be submitted to the Courts in response to the subject solicitation. Offers shall be mailed or delivered in accordance with the instructions provided in the original solicitation documents. Offerors shall submit their offers in sealed envelopes, identified on the outside by the solicitation number and submission date, in accordance the instructions provided in the original solicitation documents. This amendment, together with your offer must be received by the District of Columbia Courts no later than the date and time specified for offer submission. Revisions or price changes occasioned by this amendment must be received by the Courts no later than the date and time set for offer submission. Failure to acknowledge receipt of this amendment may be cause for rejection of any offers submitted in response to the subject solicitation.

  
\_\_\_\_\_  
Louis W. Parker  
Contracting Officer

**This amendment is acknowledged and is considered a part of the subject solicitation.**

\_\_\_\_\_  
**Signature of Authorized Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title of Authorized Representative**

\_\_\_\_\_  
**Name of Firm**



**DISTRICT OF COLUMBIA COURTS  
OFFICE OF CONTRACTS AND PROCUREMENT  
REQUEST FOR PROPOSALS (RFP) FROM**

**GSA FEDERAL SUPPLY SCHEDULE CONTRACTORS**

**FOR**

**FAMILY COURT OPERATIONS RELINQUISHMENT IMAGING  
PROJECT  
SOLICITATION (TASK ORDER REQUEST) NUMBER  
DCSC-12-FS-0061**

**SOLICITATION IS RESTRICTED TO  
GENERAL FEDERAL SUPPLY SCHEDULE  
36 - (GSA) THE OFFICE, IMAGING AND DOCUMENT SOLUTION  
CONTRACTORS ONLY**

**DATE ISSUED: Friday, August 31, 2012**

**CLOSING DATE & TIME: Monday, September 17, 2012  
no later than 3:00 pm, EST**

## 1. BACKGROUND

1.1 The DC Courts, Administrative Services Division, Procurement and Contracts Branch, on behalf of The Family Court Operations Division seeks a contractor experienced in handling confidential records and data entry to provide on-site paper document scanning, and indexing of approximately 10,000 relinquishment case files located in the JM-300 file storage unit of the Main Courthouse.

1.2 Relinquishments are records which may be directly related to an adoption proceeding. Records and papers of adoption proceedings are confidential and sealed records. The Clerk of the Superior Court is required by law to keep a “separate docket” for adoption proceedings. See D.C. Code §16-311 (2011) and D.C. SCR-Adoption 79-1. According to the Superior Court Records Retention and Disposition Schedule, adoption records are to be retained permanently. In an effort to maintain the confidentiality and integrity of sensitive case files the Superior Court has maintained and stored adoption files and all related records on site since September of 1956. As a result, relinquishment case files have grown into the thousands and currently occupy a substantial portion of a newly designed state-of-the-art high density filing unit in the Domestic Relations Branch.

Relinquishment files are maintained indefinitely as required by law and their growth will soon exceed our on-site storage capacity. Therefore, the Family Court is seeking to have relinquishment files older than ten years reduced by converting paper documents to digital format.

According to the Superior Court Records Retention and Disposition Schedule, relinquishment records are to be retained permanently. Court-View is the database utilized by DC Courts for permanent digitized records management.

In an effort to maintain the confidentiality and integrity of sensitive case files the Superior Court has maintained and stored relinquishment files on site, in boxes and filing storage units since September of 1956.

The need for document reduction is ongoing due to the retention policy for relinquishment files.

Digitizing relinquishment files from 1956 to 2003 will create additional space in the high-density filing unit.

It will allow those with access to adoption files the ability to utilize current technology to access case information more efficiently as many relinquishment records include its associated adoption case number. This is of particular importance to actions to break seal, where parties seek to open a sealed adoption case.

Please note: This task request is NOT an actual task order. It is a request for proposals from GSA Federal Supply Schedule Contractors.

**2. PRICE SCHEDULE**

<b>CLIN #</b>	<b>Description of Services</b>	<b>Estimated Quantities</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Amount</b>
0001	Preparation of Documents for On-Site Scanning— Entire File including	100,000	pages		\$ _____
0002	Scan Documents, to appropriate docket entries	100,000	pages		\$ _____
0003	Data Entry to Court View	10,000	case files		\$ _____
				<b>TOTAL:</b>	\$ _____

**3. SCOPE OF WORK**

**3.1** The objective of this contract is to manage and maintain the integrity of our documents while reducing the amount of storage space our relinquishment files occupy in their current state. We have approximately 10,000 relinquishment case files from the years 1956-2003 requiring scanning and indexing to DC Courts CourtView case management database. Once all identified files are scanned and indexed, the corresponding paper files will be boxed and delivered to an offsite storage facility utilized by the DC Courts.

**3.2** The contractor will be required to scan, and index the relinquishment case files to DC Courts CourtView case management database in their entirety, and enter any case numbers associated with the relinquishment file to the database per DC Courts data entry protocol.

- 3.2.1** Approximately 10,000 case files (from the years 1956-2003)
- 3.2.2** Files may be found in the form of sealed envelopes, numbered folders or individual stapled pages with hand written case numbers in the top right or left corners of the first page
- 3.2.3** Documents within files may have text on either side of its pages
- 3.2.4** Approximately 8 pages in each file
- 3.2.5** Paper sizes consisting of standard 8 ½ x 11 and 8 ½ x 14 legal size
- 3.2.6** Paper inside the files is in good condition
- 3.2.7** Paper inside the files may be carbon or onion skin

- 3.2.8 Files are currently housed in the JM-300 high density filing unit
- 3.2.9 Case numbers and indexing information associated with the files may already exist in the CourtView database and require only document scanning

### **3.3. REQUIREMENTS**

- 3.3.1 Relinquishment cases are sealed and private. The contractor is expected to perform with the utmost level of confidentiality.
- 3.3.2 Contractor is to provide no more than four people to perform contracted duties.
- 3.3.3 The contractor must have a project manager/leader onsite for at least one day per week.
- 3.3.4 The contractor must only use computer hardware and software provided by DC Courts.
- 3.3.5 The contractor shall not use computer hardware, software or any office products from a source outside of DC Courts.
- 3.3.6 Documents must remain in the court house during the conversion process.
- 3.3.7 The contractor cannot store and/or remove any data outside of the courthouse.
- 3.3.8 The contractor will receive hands on instruction in the operation and proficient use of the CourtView database for purposes of this project.
- 3.3.9 The contractor shall add relinquishment case numbers and docket entries to the CourtView database according to DC Courts data entry protocol when necessary.
- 3.3.10 The contractor shall enter all case information to corresponding data fields in Court View when available
- 3.3.11 The contractor shall scan all case documents to corresponding docket entries in the CourtView database.
- 3.3.12 Contractor is to perform a thorough quality assurance inspection of its data entry work product prior to scanning documents to docket entries.
- 3.3.13 Contractor is to provide a proposed timeline defining its approach to project implementation.
- 3.3.14 This contract is not to exceed a year.

### **3.4 COURTVIEW DATABASE STRUCTURE**

- 3.4.1 The contractor shall:
  - A. Enter the necessary indexing data of all proposed relinquishment files added to the CourtView database
  - B. Format the added case information to meet CourtView specifications
  - C. Enter specified docket entries to all cases added to CourtView
  - D. Scan all documents to docket entries within all added and existing relinquishment cases in CourtView.
- 3.4.2 The Contractor shall enter available data according to CourtView metadata structure for easy search, and retrieval of digital images.

- 3.4.2.1 Relinquisher 1 Last Name
- 3.4.2.2 Relinquisher 1 First Name
- 3.4.2.3 Relinquisher 1 Middle Name
- 3.4.2.4 Relinquisher 1 Middle Initial
- 3.4.2.5 Relinquisher 2 Last Name
- 3.4.2.6 Relinquisher 2 First Name
- 3.4.2.7 Relinquisher 2 Middle Name
- 3.4.2.8 Relinquisher 2 Middle Initial
- 3.4.2.9 Child's Last Name
- 3.4.2.10 Child's First Name
- 3.4.2.11 Child's Middle Name
- 3.4.2.12 Child's Middle Initial
- 3.4.2.13 Minor(s) Child's Gender
- 3.4.2.14 Minor(s) Child's Date of Birth
- 3.4.2.15 Natural Mothers First Name
- 3.4.2.16 Natural Mothers Last Name
- 3.4.2.17 Natural Mothers Middle Name
- 3.4.2.18 Natural Mother Middle Initial
- 3.4.2.19 Natural Fathers First Name
- 3.4.2.20 Natural Fathers Last Name
- 3.4.2.21 Natural Fathers Middle Initial
- 3.4.2.22 Case Number in Current CourtView format: year-ADRSLD-case number  
(ex: **xx ADRSLD xxx**)
- 3.4.2.23 Case Comments: Enter related **Adoption case numbers** if available  
( usually found in the form of an **handwritten "A"** number on the outside  
of envelopes or the top corners of documents ex: A-xxx-xx)
- 3.4.2.24 Agency Name

### **3.5 DATA ENTRY QUALITY REVIEW**

The Contractor shall provide detailed description to Courts of how a data entry quality review will be performed.

### **3.6 CONTRACTOR RESPONSIBILITIES**

3.6.1 Once the documents have been scanned and indexed into the CourtView database, the Contractor shall be responsible for inspecting the quality of all images and indexed information, reporting any errors to the COTR promptly for deletion and or corrections on a weekly basis.

3.6.2 All files must be scanned on-site.

### **3.7 PRODUCTION SCHEDULE**

3.7.1 Based on the total digitization effort, the contractor shall submit a production schedule containing the following information:

3.7.2 Production rate per time interval (e.g. daily, weekly, or monthly)

- 3.7.3 Number and frequency of batches per time interval
- 3.7.4 Contractor turnaround time
- 3.7.5 Inspection and re-work schedule
  
- 3.7.6 Contractor is expected to participate in status meetings, at least on a bi-weekly basis. Also, the contractor should supply on a weekly basis the following:
  - A. Formal reports on progress (schedule update, etc.)
  - B. Notification of rejected work (errors)
  - C. Re-work schedule and
  - D. Re-inspection
  - E. Contractor is expected to capture and distribute meeting minutes no more than one business day after the meeting.

### **3.8 Additional items for Preparation and Scanning of Material**

#### **3.8.1 For all scanning, the Contractor shall:**

- 3.8.1.1 Remove staples and other bindings prior to scanning (if applicable).
- 3.8.1.2 Remove documents from sealed envelopes when necessary.
- 3.8.1.3 Re-staple in the same order after scanning (if applicable).
- 3.8.1.4 All pages have to be scanned in order utilizing DC Courts scanners.
- 3.8.1.5 Communicate to the Courts any discrepancies to the estimated number of pages, or condition of the materials, and accompanying metadata instruction before commencing scanning.

#### **3.9 Scan material:**

- 3.9.1 Maintain proper image orientation (portrait, landscape)
- 3.9.2 Check for distortions
- 3.9.3 Inspect for quality
- 3.9.4 Each image shall be in focus
- 3.9.5 Report and discuss any problem encountered with images.

#### **3.10 Image and Indexing Quality Review:**

- 3.10.1 Perform quality review, during and after scanning.
- 3.10.2 Perform quality review during and after indexing.
- 3.10.3 Contractor will provide detail description of their quality review process & standards that will be performed.
- 3.10.4 When necessary the contractor will re-scan from original.
- 3.10.5 If the original file is in extremely poor condition, the Contractor should set the file aside in a designated area and notify the Courts promptly for review and consultation with the COTR.

**3.10.6** To verify accuracy entering metadata, contractor can notify the Courts promptly for review and consultation with the COTR.

**3.11 DOCUMENTATION**

Upon completion of scanned images, the contractor shall provide notes about problem encountered with the individual image. Each note should list the file name of the image and a short description of the problem.

**3.12 REPORTS**

**3.12.1** The contractor shall provide the COTR with a weekly status report to include at a minimum the following information:

**3.12.1.1** The number new cases added to CourtView by year;

**3.12.1.2** The number cases where documents have been scanned and indexed;

**3.12.1.3** The project schedule/timeline;

**3.12.1.4** The number and percentage of scanned and indexed cases selected for quality assurance review;

**3.12.1.5** The number cases containing errors or quality concerns.

**3.13 PRODUCTS AND SERVICES**

**3.13.1** The contractor shall provide the following:

**3.13.1.1** A description of all their products and services;

**3.13.1.2** Describe any additional services it provides, whether free or otherwise; that have not been mentioned within the scope would be available and of value to the Courts;

**3.13.1.3** Itemized pricing for all products and services;

**3.13.1.4** Describe in detail any alternatives and whether they meet or exceed original items specified;

**3.13.1.5** Describe detailed warranties;

**3.13.1.6** If sub-contractors are to be used the DC Courts must be approved in advance of contract Award.

**3.14 UNACCEPTABLE DELIVERABLES**

**3.14.1** When unacceptable images, metadata, and text converted files are encountered:

A. Provide detail explanation to contractor of error (image errors, incorrect data, blurry image, image quality)

B. Contractor shall make all the necessary adjustments and reproduce the image/indexing data at their expense to achieve acceptable level of quality to Courts

**4. Deliverables:**

All deliverables shall be in the form and manner acceptable to the Courts. The Contractor shall complete the tasks and provide to the COTR the deliverables specified below.

<b>Item No.</b>	<b>Deliverable</b>	<b>Format/Method of Delivery</b>	<b>Invoice Payment</b>	<b>Deliverable &amp; Payment Due Date</b>	<b>To Whom</b>
1.	<b>Electronic scanning/data entry of total documents as per SOW, Section 3</b>	Onsite scanning and data entry to CourtView database delivered via Court issued computers and scanners until contractor reaches at least a <b>monthly minimum of 250 case files</b>	100%	Monthly Payments beginning on the first month from commencement date	Upon COTR Approval

**5. Payment:**

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

**5.1.1** Payments will be disbursed upon the acceptance of each deliverable (Per Section 4), after proper submission of invoices in accordance with DC Court payment terms and conditions.

**5.2** The COTR shall review each invoice for certification of receipt of satisfactory services prior to authorization of payment. Payments shall be made within 30 days after receipt and approval of invoices.

**5.3** At a minimum, to constitute a proper invoice, the Contractor's invoice shall include the following information:

- a. Name and address of the Contractor;
- b. The contract number and Contract Order number;
- c. Invoice date;
- d. Description, quantity, unit of measure, and extended price of the services or supplies actually rendered;
- e. Date the services or supplies were rendered;
- f. Shipping & payment terms;
- g. Name and address of the Contractor official to whom payment is to be sent;
- h. Name, title, phone number, and mailing address of person to be notified in the event of a defective invoice;
- i. The Contractor's Electronic Fund Transfer (EFT) routing identification (bank name and code, account number) or the

Contractor's complete remittance or check mailing address, including the name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent; and

- j. Signature of a person so authorized to certify that the services or supplies were provided as stated.

**5.5** The Contractor shall submit final invoices within thirty (30) days after the expiration of this contract.

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

**6. Payment Office.**

**6.1** The Contractor shall prepare and submit invoices to:

DC Courts  
Budget and Finance Division  
Accounting Supervisor  
616 H Street, N.W., Suite 600  
Washington, D.C. 20001

**7. Place of Performance**

The Contractor shall perform contract activities at the District of Columbia Superior Court, Moultrie Building, located at 500 Indiana Ave., NW, Room JM-300 Washington, DC 20001.

**8. Hours of Operation**

Meetings and teleconferences requiring the Contractor's participation shall be scheduled during normal business hours of the Courts (8:30 am through 5:00 pm, EST). The Contractor shall agree with the COTR on specific hours each week during which the Contractor shall be reachable by phone or e-mail during the normal business hours specified above.

**9. Type of Contract**

The Court intends to award a firm fixed unit price contract.

**10. Term of Contract**

The term of the contract shall be from date of award through December 14, 2013. The date of award shall be the date the Contracting Officer signs the contract. COTR will provide the contractor with a notice to proceed, ten (10) days prior to commencement of work. Work will commence in December 2012.

**11. Kick off Meeting**

COTR will notify Contractor of specified date to discuss details for commencement of work.

**12. Questions**

Questions concerning this Request for Proposals must be directed in writing to:

Toshia Jackson, Contract Specialist  
Procurement and Contracts Branch  
Administrative Services Division  
District of Columbia Courts  
616 H Street, NW, Suite 612  
Washington, D.C. 20001  
Telephone Number: (202) 879-2881  
Facsimile Number: (202) 879-2835  
E-mail: [Toshia.jackson@dcsc.gov](mailto:Toshia.jackson@dcsc.gov)

**13. EXPLANATION TO PROSPECTIVE BIDDERS**

Any prospective Offeror desiring an explanation or interpretation of this solicitation must request the explanation or interpretation in writing no later than **September 10, 2012 by 2:00 pm.** Requests should be e-mailed to Toshia Jackson, Contract Specialist at [Toshia.jackson@dcsc.gov](mailto:Toshia.jackson@dcsc.gov).

**14. SECURITY CLEARANCE AND IDENTIFICATION/BUILDING PASS**

The Contractor shall coordinate with the COTR to assure that any employee requiring access to any Courts facilities has a contractor identification/building pass before the employee enters on duty under this contract. Personnel designated by the COTR or Authorized Representative shall complete appropriate forms specified for security clearance requirements. The Contractor shall see that all passes are returned to the Courts as employees are dismissed, terminated or when the need for the employee to have access to any of the Courts facilities no longer exists.

**15. PROPOSAL SUBMISSION INFORMATION**

**15.1** Each Offeror shall submit technical and price proposals in accordance with the Scope of Work, and Sections 14 through 17 of this solicitation. At a minimum, the Offeror's bona-fide proposals shall describe how it intends to accomplish the requirements stated in Scope of Work and at what price.

**15.2** All firms submitting proposals in reference to this request shall **include a copy of their current GSA Federal Supply Contract(s) and GSA price list for the services outlined in the Scope of Work.**

- 15.3 Each firm shall submit **an original and FIVE (5) copies of their technical proposals and FIVE (5) separate copies of their price proposals**. Proposals shall be submitted in sealed envelopes clearly marked in the lower left corner with the following:

**Solicitation Number:** DCSC-12-FS-0061

**Title:** “Family Court Operations Relinquishment Imaging Project”

**Closing Date/Time:** **Monday, September 17, 2012 at 3:00 pm EST**

- 15.4 Offerors submitting their proposals by **mail** must mail their proposals to:

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

- 15.5 Offerors submitting their proposals by **hand delivery/courier** services must hand deliver their proposals to:

District of Columbia Courts  
Administrative Services Division  
Procurement and Contracts Branch  
Attn: Toshia Jackson, Contract Specialist  
701 7<sup>th</sup> Street, N.W., Suite 612  
Washington, D.C. 20001

16. **CONTRACTING OFFICER (CO) AND CONTRACTING OFFICER’S TECHNICAL REPRESENTATIVE (COTR)**

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

Mr. Louis W. Parker  
Administrative Officer  
Administrative Services Division  
District of Columbia Courts  
616 H Street, N.W., Room 622  
Washington, D.C. 20001  
Telephone Number: (202) 879-0476  
Facsimile Number: (202) 879-2835

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

Rosalyn Johnson  
Adoption Legal Assistant  
Family Court Operations Division  
500 Indiana Ave., NW, Room JM-300  
Washington, DC 20001  
Telephone Number: (202) 879-1809  
Facsimile Number: (202) 879-1572

**17. TECHNICAL PROPOSAL CONTENT**

- 17.1** For your information and use in preparing your firm's technical response. Your technical proposal shall include at a minimum:

**17.1.1 General Information**

Section 1 of the Technical Proposal shall contain a brief description of its organization, including:

Ownership structure;

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

Articles of incorporation, partnership or joint venture agreement.

If the Offeror is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements.

Name, address, and current phone number of Offeror's contact person.

Each Offeror must provide the following information in this section:

Name, Address, Telephone Number, DUNS Number and federal tax identification number of the Offeror.

**17.1.2 Technical Approach**

Section 2 of the technical proposal shall contain a compensative plan of how the Offeror intends to perform each requirement as described in the Scope of Work, to include:

Demonstrate the Contractor's understanding of the requirements;

Technical Approach to meeting all the requirements listed Section 3, Scope of Work;

Identify and describe the database(s) offered;

Identify system requirements and security;

Identify all deliverables;

### **17.1.3 Qualifications of Contractor**

The Contractor must demonstrate relevant experience with recent projects of similar nature pertaining to data entry and scanning of documents. See section **19.3.2 Qualifications of Contractor for more details.**

### **17.1.4 Experience of Key Personnel**

The Courts will evaluate the experience of the designated key personnel that will be on-site. This evaluation will include the relevance of the experience to the work to be performed under the prospective requirements in Section 2 of this solicitation. See section **19.3.3 Experience of Key Personnel for more details.**

### **17.1.5 Past Performance**

The information requested in this section shall facilitate the evaluation of the Offeror's past performance in delivering the Court's requirements as described herein. Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance.

The Offeror shall provide any information to substantiate the Offeror's past performance in completing the requirements of Section C. Attachment J.4 must be submitted under this section. See section **19.3.4 Past Performance** for more details.

## **18. Price Proposal Content**

### **18.1** At a minimum your price proposal shall include:

Identify the services included.

Identify the total price and include a summary of all items proposed.

The price furnished by the Offeror shall be a firm fixed unit price for the estimated quantities listed in the price schedule, Section 2. The price shall include all cost for the required services outlined in the Scope of Work.

If applicable, the Offeror shall furnish a separate price for any additional enhancements, upgrades and capabilities offered by your company.

The Offeror shall include in its **price** proposal, the **price** for the base period of one (1) year. Failure to submit **price** for all items listed in the price schedule may cause the Courts to exclude your offer from further consideration.

## **19. EVALUATION OF PROPOSALS:**

**19.1** A contract will be awarded to the Offeror whose responsive proposal represents the best value to the Courts, price and other factors considered, in accordance with the evaluation criteria below. The best value tradeoff process permits tradeoffs among price and non-price factors and allows the Courts to accept other than lowest priced proposal or the highest technically rated proposal. Thus, while the evaluation factors indicate their relative importance, the total scores will not necessarily be determinative of award. Rather, the total score will guide the Courts in making an intelligent award decision based upon the evaluation criteria. The Courts reserves the right to reject any or all proposals determined to be inadequate or unacceptable. The Courts may award a contract upon the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Offeror's best terms.

**19.2** To be responsive the Offeror must address all the requirements of the solicitation and must include all information specifically required in all sections of the solicitation. The Offeror must state *how* it will meet the requirements; repeating back the words of the RFP or responding with product sales literature is not acceptable.

### **19.3 Evaluation Criteria:**

#### **19.3.1 Technical Approach – (25 points)**

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.** Provide detail description of proposed performance schedule detailing how Contractor will perform specified tasks within the specified timeframe.
- B.** Include what processes will be followed to keep the project on track and keep open communications.
- C.** Describe proposed approach/process for prepping and scanning documents, and for returning them to their original state and location. There should be an emphasis on organization and on ensuring that the documents can be available when DC Courts staff needs them.
- D.** Describe proposed approach/process for conducting quality assurance, accuracy in data entry image quality in scanning, timely reporting and remediation of issues.

#### **19.3.2 Qualifications of Contractor: (25 points)**

The Contractor must demonstrate relevant experience with recent projects of similar nature pertaining to data entry and scanning of documents. The Contractor shall demonstrate relevant experience in the following areas:

- A. Project Management
- B. Staffing personnel in handling confidential documents in a secured area.
- C. Entering data and scanning documents to a system database application.

### 19.3.3 Experience of Key Personnel: (25 points)

The Courts will evaluate the experience of the designated key personnel that will be on-site. This evaluation will include the relevance of the experience to the work to be performed under the prospective requirements in Section 2 of this solicitation. Specific experience that will be evaluated is as follows:

- A. Demonstrate the corporate team has the experience, staff, resources and organizational stability to support the project over its lifecycle.
- B. Demonstrated experience and knowledge of Project Management

### 19.3.4 Past Performance: (25 points)

The Courts will evaluate the Contractor's past performance on the basis of its reputation for the following:

- A. The services have been provided in contracts of equal or larger size providing similar and/or like services, with successful problem resolution and delivery of each phase of the implementation and integration on time and within budget.
- B. Using Attachment J.4 submit three (3) references to the Courts to include information about previously performed District, Federal or private entity contracts of equal or larger size providing similar and/or like services, inclusive of dates of contract. Attachment J.4 must be submitted with technical proposal on the response due date. Each reference shall address:
  1. Adhering to standards of good workmanship, including the technical business and administrative aspects of performance;
  2. Timely service delivery, adhering to work schedules and deadlines;
  3. Demonstrating a commitment to customer satisfaction; and positive working attitude.

## 20. Insurance.

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

- 20.1.1 Comprehensive General Liability: Insurance against liability for bodily injury insurance coverage in the amount of at least five hundred thousand dollars (\$500,000) per occurrence.
- 20.1.2 Workers' Compensation: The Contractor shall carry Workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this agreement and the Contractor agrees to comply at all times with the provisions of the Workers compensation laws of the District.
- 20.1.3 Comprehensive Automobile Liability Insurance (applicable to owned, non-owned and hired vehicles): The Contractor shall carry comprehensive automobile liability insurance applicable to owned, non-owned, and hired vehicles against liability for bodily injury and property damage in an amount not less than that required by law of the District's Compulsory/No-Fault Vehicle Insurance Act of 1982, as amended.

**21. Pre-Proposal Conference and Site Visit**

To be held on **September 6, 2012 at 10:00 am, EST:**

H. Carl Moultrie Courthouse  
500 Indiana Ave., NW  
Washington DC 20012 – Room – JM 300.

The H. Carl Moultrie Courthouse is a Government building which requires security screening upon entering. Contractors must allow ample time to ensure prompt arrival.

**22. Final Proposal Revisions (FPRs)**

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

**23. LIST OF ATTACHMENTS:**

The following documents are incorporated and hereby made a part of this solicitation:

- J.1 General Provisions Applicable to D.C. Courts Contracts
- J.2 District of Columbia Courts Release of Claims
- J.3 Tax Certification
- J.4 Past Performance