



All written communications regarding this solicitation should be addressed to the Contracting Officer and should be directed by e-mail to Jeffrey Washington, Contract Specialist at [Jeffrey.washington@dcsc.gov](mailto:Jeffrey.washington@dcsc.gov).

This solicitation is an OPEN MARKET procurement.

**REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS**

**1. ACKNOWLEDGMENT OF AMENDMENTS**

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

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

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

**2. WALSH-HEALY ACT**

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

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

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

**3. BUY AMERICAN CERTIFICATION**

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

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EXCLUDED END PRODUCTS	COUNTRY OR ORIGIN
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**4. OFFICERS NOT TO BENEFIT CERTIFICATION**

Each Offeror shall check one of the following:

- \_\_\_ (a) No person listed in Clause 21 of the District of Columbia Courts General Contract Provisions will benefit from this contract.
  
- \_\_\_ (b) The following person(s) listed in Clause 21 of the District of Columbia Courts General Contract Provisions may benefit from this contract. For each person listed, attach the affidavit required by Clause 21 of the District of Columbia Courts General Contract Provisions.

**5. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

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

- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory;
- (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this offer, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above:
- \_\_\_\_\_
- (insert full name or person(s) in the organization responsible for determining the prices offered in this offer and the title of his or her position in the Offeror's organization);
- (ii) As an authorized agent, does certify that the principals named in subdivision (b) (2) (1) above have not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above; and
- (iii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.
- (c) If Offeror deletes or modifies subparagraph (a) (2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

#### **4. TYPE OF BUSINESS ORGANIZATION**

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

**5. PAYMENT IDENTIFICATION NO.**

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

Please list below applicable vendor information:

Federal Tax Identification Number: \_\_\_\_\_

Or

Social Security Number: \_\_\_\_\_

Dun and Bradstreet Number: \_\_\_\_\_

Legal Name of Entity Assigned this Number: \_\_\_\_\_

Street Address and/or Mailing Address: \_\_\_\_\_

City, State, and Zip Code: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

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

## **PART I**

### **SECTION B - SUPPLIES OR SERVICES AND PRICE/COST**

- B.1 The District of Columbia Courts is seeking a competent and qualified Contractor to provide proposals in accordance with this Request for Proposal (RFP) to update the Court's existing Access Control System throughout the Courts' buildings.
- B.2 Price proposals received will include all related costs for the base year and all option years to achieve the existence and functionality of the access control system described in this solicitation. Proposal costs shall include all requisite labor, equipment, hardware, software, materials, testing, training and maintenance service.

All items, features or services not specifically mentioned above, which are necessary or normally provided, shall be furnished by the successful offeror at the proposed price, and shall meet all conformance requirements in equipment and materials quality, as well as workmanship that is usually provided by the standard practices of the industry.

### B.3 **DISTRICT OF COLUMBIA COURTS OVERVIEW**

The District of Columbia Courts (“DC Courts”) consisting of the District of Columbia Court of Appeals, the Superior Court of the District of Columbia and the Court System, constitute the Judicial Branch of the District of Columbia Government, and are separate and distinct from the Executive and Legislative Branches. The organization and operation of the District of Columbia Courts, a completely unified court system, are described in detail in the District of Columbia Court Reform and Criminal Procedure Act of 1970, which also established the policy-making body of the DC Courts, the Joint Committee on Judicial Administration.

The mission of the DC Courts is to provide fair, swift, and accessible justice; enhance public safety and to promote trust and confidence in the justice system. Effective October 1, 1997, the “National Capital Revitalization and Self Government Improvement Act of 1997” (Revitalization Act) effected major changes in the funding process for the DC Courts. Under the Revitalization Act, the Federal Government assumed responsibility for the funding of the DC Courts directly.

This Request for Proposal (RFP) is required because the existing Picture Perfect access control system, currently in use in the Courts, is manufactured and supported by United Technologies Corporation, Fire and Security Division (UTC-F&S), who has recently announced the product’s “end of life” approaches and will no longer be supported by UTC-F&S.

With the Courts approaching a decision point on changing access control systems, please provide the long-term costs and benefits of installing a new system. A long-term relationship with a security partner committed to product excellence, physical security innovation and excellent customer service. In addition, the Courts are interested in technological advances that promote defense in depth processes and techniques; simplify and refine the access control process; create and improve “operator friendly” applications and underpin the security goals of ensuring the safety of all employees and visitors to the DC Courts

### B.4 **EXISTING ACCESS CONTROL SYSTEM**

The existing DC Courts access control system utilizes the Picture Perfect product line that is currently supported by United Technologies Corporation, Fire & Security Division (UTC-F&S) that was originally manufactured by Casi-Rusco, Inc. The head-end consists of a redundant server configuration located in the Moultrie Courthouse, with one hundred one (101) Micro-5 series control panels connected via a combination of hardwired RS485 communications (within the Courthouse) and over the DC Courts LAN/WAN (for other/remote buildings). There are also two additional remote buildings with separate, stand-alone access control systems that will need to be incorporated into the complete

upgrade so all DC Courts facilities reside on the same system.

The table below lists all the existing DC Courts facilities along with their current panel and card reader counts (note, due to ongoing construction and renovation projects continuously underway at the DC Courts, these counts will need to be verified and updated at the time-of-implementation for the access control system upgrade).

**B4.1 Site Location Description / Address ACS Configuration**

B4.1.1	Moultrie Courthouse, 500 Indiana Avenue, NW .....	(62) Panels, (805) RDRs
B4.1.2	Building A - 515 5th Street, NW .....	(6) Panels, (86) RDRs
B4.1.3	Building B - 510 4th Street, NW.....	(4) Panels, (58) RDRs
B4.1.4	Building C - 410 E Street, NW .....	(10) Panels, (82) RDRs
B4.1.5	Historic Courthouse - 430 E Street, NW.....	(12) Panels, (152) RDRs
B4.1.6	Historic Courthouse Garage - 449 5th Street, NW .....	<i>Included within Item 5</i>
B4.1.7	DC Courts Warehouse - 6217 Columbia Park Road, Cheverly, MD	(1) Panel, (8) RDRs
B4.1.8	BARJ - 2041 MLK Jr. (a.k.a. 1110 V-Street, SE) .....	(1) Panel, (7) RDRs
B4.1.9	BARJ - 2575 Reed Street, NE.....	(1) Panel, (15) RDRs
B4.1.10	BARJ - 920 RI Avenue, NE.....	(1) Panel, (9) RDRs
B4.1.11	BARJ - 1201 & 1215 South Capitol Street, SE .....	(1) Panel, (10) RDRs
B4.1.12	BARJ - 118 Q Street, NE .....	(1) Panel, (11) RDRs
B4.1.13	Gallery Place, 5th Floor Suite .....	(1) Panel, (7) RDRs
B4.1.14	Gallery Place, 6th Floor Suite ... Lenel OnGuard, LNL-2000s, LNL-1320s,	(55) RDRs
B4.1.15	Domestic Violence SE Intake Center, 1328 Southern Ave, SE,HID Entry Prox	(1)RDRs

B4.2 The Picture Perfect server, software & workstation configuration includes the following hardware and software components:

- B4.2.1 Primary & Secondary Servers, co-located within the same equipment rack
- B4.2.2 Picture Perfect Software Version: 4.5.1, Service Pack 2
- B4.2.3 Reader Capacity License: 2048
- B4.2.4 Operator Workstation Licenses: 21 Imaging Workstation Licenses: 5
- B4.2.5 Software Modules: Graphic Maps, Imaging, Import-Export

B4.3 The typical DC Courts access control system control panel site is configured with following components, daughter boards and power supplies:

- B4.3.1 Qty. one (1) Micro-5 PX or PXN or PXN+ series with power-comm board
- B4.3.2 Qty. two (2) 8RP boards
- B4.3.3 Qty. one (1) or two (2) 20DI boards (depending upon quantity of alarm zones)
- B4.3.4 Qty. one (1) 16DOR board
- B4.3.5 Qty. one (1) 12VDC,10A Power Supply
- B4.3.6 Qty. two (2) or three (3) 24VDC, 10 Power Supplies

B4.4 The typical DC Courts access control system card reader door equipment configuration includes the following components:

- B.4.4.1 WIU-2 or WIU-4 Reader Interface Module
- B.4.4.2 HID Global 920/921 Series iClass series card reader sensor
- B.4.4.3 Bosch REX Motion Detector
- B.4.4.4 Magnetic door sensor(s), primarily recessed and surface-mounted per field conditions
- B.4.4.5 Electric locking device (e.g. electric strikes, magnetic locks, mortise locksets, DEM)
- B.4.4.6 Interfaces to automatic door controllers, optical turnstiles, overhead doors and vehicle barriers, etc. (where applicable)

B.4.5 The DC Courts Access Control System also includes an extensive configuration of alarm monitored devices and output signaling which are connected into the Micro-5 panel network. Alarms events are displayed on alarm monitoring workstations located within the respective buildings where they reside.

The types of input alarm devices connected to the DC Courts ACS include duress alarm buttons, alarm-monitored doors, remote-unlock (for REX-bypass unlocking of card reader doors) and glass break detectors and motion detectors, along with relay output zones (e.g. duress annunciation strobes, horns, etc.). Remote facilities are also equipped with card readers that are programmed as “toggle” readers (included in the ACS counts above) to allow staff to “arm” and “disarm” alarm detection devices (door position, motion detection & glass break zones).

The table below lists all the existing DC Courts facilities along with their alarm inputs and output zones (that connect to 20DI and 16DOR boards in the Micro-5 panels):

B.4.6	<u>Site Location Description / Address</u>	<u>Alarm Input Devices</u>
B.4.6.1	Moultrie Courthouse, 500 Indiana Ave., NW .....	(725) Duress, (145) RU, (86) Doors/Windows, (49) GB
B.4.6.2	Building A - 515 5th Street, NW .....	(112) Duress, (7) RU, (6) Doors, (54) GB
B.4.6.3	Building B - 510 4th Street, NW.....	(90) Duress, (2) RU, (6) Doors, (46) GB
B.4.6.4	Building C - 410 E Street, NW .....	(39) Duress, (4) RU, (24) GB
B.4.6.5	Historic Courthouse, COA - 430 E Street, NW ..	(112) Duress (8) RU, (20) Doors, (42) GB
B.4.6.6	SW Garage - 449 5th Street, NW .....	<i>Included within Item 5</i>
B.4.6.7	ASD Warehouse - 6217 Columbia Park, Cheverly, MD	(4) Duress, (3) RU, (8) doors, (7) MD
B.4.6.8	BARJ - 2041 MLK Jr. (aka 1110 V Street, SE).....	(16) Duress, (1) door
B.4.6.9	BARJ - 2575 Reed Street, NE.....	(27) Duress, (2) doors
B.4.6.10	BARJ - 920 Rhode Island Avenue, NE.....	(15) Duress, (4) RU, (2) doors
B.4.6.11	BARJ - 1201 & 1215 South Capitol Street, SE .....	(11) Duress, (2) RU, (5) doors
B.4.6.12	BARJ - 118 Q Street, NE .....	(19) Duress, (1) RU, (2) doors
B.4.6.13	Gallery Place, 5th Floor Suite .....	(3) Duress, (1) RU
B.4.6.14	Gallery Place, 6th Floor Suites .....	(1) Duress, (1) RU
B.4.6.15	Domestic Violence SE Intake Center, 1328 Southern Avenue, SE ..	(5) Duress, (1) RU

B.4.7. Alarms at the major existing DC Courts are displayed on alarm workstations that are connected to the Access Control System via the DC Courts LAN and WAN. Alarm and ID-badging workstations are located at the following DC Courts facilities:

**B.4.8 Site Location Description / Address ACS Configuration**

- B.4.8.1 Moultrie Courthouse 500 Indiana Avenue, NW . (4) alarm-monitoring, (1) ID-badging
- B.4.8.2 Building A - 515 5th Street, NW ..... (1) alarm-monitoring
- B.4.8.3 Building B - 510 4th Street, NW..... (1) alarm-monitoring
- B.4.8.4 Building C - 410 E Street, NW ..... (2) alarm-monitoring/admin
- B.4.8.5 Historic Courthouse - 430 E Street, NW..... (2) alarm-monitoring/admin
- B.4.8.6 Gallery Place, 6th Floor Suites ..... (2) alarm-monitoring

B.4.9 The DC Courts Access Control System also interfaces with other security systems within the Moultrie Courthouse facility, including:

- B.4.9.1 Secure Corridor Intercom System – receiving remote-open signals for specified doors
- B.4.9.2 Video Intercom Systems - receiving local-open signals for specified doors
- B.4.9.3 Video camera system – providing automatic camera call-up upon duress & do alarms
- B.4.9.4 Parking Garage Overhead Doors and Vehicle Barriers

The DC Courts system access credentials used throughout all facilities are currently HID dual-technology with both iClass and 128KHz proximity using a custom Corporate-1000 format. Credentials also include an image portrait which is captured, printed and stored in the Access Control System database.

**END SECTION B**

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

### **C.1 ACCESS CONTROL UPGRADE SCOPE OF WORK**

The scope of the DC Courts Access Control System Upgrade will be to replace the enterprise of servers and workstations with an end-to-end upgraded technology solution. All existing ACS cardholder data, including digital images (i.e. portraits) must be transferable to the new system while the current system remains in production.

Other elements of the existing access control system are required to be re-used as a part of the upgrade, including cabling, electric locking systems, REX motion detectors, door position sensors and interface hardware.

The implementation of this upgrade must be performed without affecting the daily use of the existing DC Courts access credentials at all ACS-controlled doors. The entire existing access-rights architecture must be fully duplicated for all cardholders.

DC Courts working environment includes daily administrative and judicial operations that occur Monday – Saturday (from early-morning to mid-to-late evening) that cannot be affected by installation and transition activities. As a result, all work associated with this project must take place after-hours with the most critical activities (those that affect major portions of a facility simultaneously) will be required to be performed on weekends.

C.2 Proposals submitted for this project must include a detailed implementation approach, including scope description and schedule of the entire DC Courts access control system upgrade, including the following phases:

- C.2.1 Existing System - Readiness & Preparation
- C.2.2 New System – Detailed Description of Software Functional Differences from Picture Perfect
- C.2.3 New System - Design, Architecture & Configuration
- C.2.4 System Migration / Upgrade - Risks & Mitigation Strategies
- C.2.5 System Migration / Upgrade - Planning & Scheduling
- C.2.6 System Migration / Upgrade - Phased Deployment & Certification/Testing Program
- C.2.7 Provide System Migration – Seamless transition from current system to newly installed system without interruption in court operations, working with the Chief Security Officer and his staff.
- C.2.8 New System – Provide Operator & Administrator Training Programs. Turn over O&M Operating Manuals.

### C.3 **NEW SYSTEM OPERATIONAL REQUIREMENTS**

Effective access controls are considered vital to the safe conduct of business. Access control systems are deployed by the District of Columbia Courts (Courts) as a primary physical security control to provide a safe working environment and protect the integrity of the judicial process. Authentication, authorization and self assessment are the concepts that provide the foundation for effective controls in our Access Control System (ACS). In order to maintain the integrity of these systems and ensure that only authenticated persons are authorized to enter our protected facilities, it is imperative that the ACS is properly deployed and effectively managed.

The Courts depend on its ACS as the foundation of its enterprise physical security framework. The ACS is the centerpiece of the integration of all peripheral security applications and associated hardware, collectively comprising the physical security foundation for the Courts.

### C.4 **New ACS Basic Operational Requirements:**

Following are the minimum needs of the Courts in the ACS application. Offerors shall explain how they plan to satisfactorily meet the needs described.

- C.4.1 Offeror shall provide a new system with [Our current ACS connects from server to panels from panels to door using a shielded 22awg / 2 pair (22/2p) copper wire].
- C.4.2 Offeror shall provide a new system that uses the existing Micro5 panels.
- C.4.3 Offeror shall provide a new system that can facilitate two and three level biometric authentication with compatible hardware.
- C.4.4 Offeror shall provide a new system that can copy and duplicate records for easy user data entry;
- C.4.5 Offeror shall provide a new system that can batch update records;
- C.4.6 Offeror shall provide a new system that can link to the current Court's Juror Management system API, ODBC, XML (See description below C.5, Page 15).
- C.4.7 Offeror shall provide a new system that can link to the current HR software system (See description below C.6, Page 15).
- C.4.8 Offeror shall provide a new system that can provide multi-site ACS server redundancy to support hot standby fail-over.

- C.4.9 Offeror shall provide a new system that can Integrate with BOSCH VRM system (our CCTV), and IP CCTV cameras.
- C.4.10 Offeror shall provide a new system that can configure multiple building emergency modes.
- C.4.11 Offeror shall provide a new system that can program schedules for holidays, to open/close doors, to enable /disable card readers, to enable /disable door areas, to enable /disable access levels, to enable /disable input groups, enable /disable output groups, enable /disable alarms.
- C.4.12 Offeror shall provide a new system that can configure, program, and prioritize duress alarms and premises alarms.
- C.4.13 Offeror shall provide a new system that supports anti-passback door configurations.
- C.4.14 Offeror shall provide a new system that can provide for the use of GUIs to open/close doors, integrate/see cameras.
- C.4.15 Offeror shall provide a new system that can integrate with Motorola radio base station systems.
- C.4.16 Offeror shall provide a new system whose reporting application(s) are user-friendly, easy to build and run and will integrate with Crystal reports.
- C.4.17 Offeror shall provide a new system that can support encrypted communication between server, workstations, and ACS panels communication over the Court's IT network.
- C.4.18 Offeror shall provide a new system that will support database communication with other databases thru API.
- C.4.19 Offeror shall provide a new system whose customer service protocols will permit the end user access to speak directly with the manufacturer's technical support staff.
- C.4.20 Offeror shall provide a new system where the application will be able to partition the system by facility (building) to configure the operator access to the alarms of each facility.
- C.4.21 Offeror shall provide new system where the application will support facial recognition/integration with any facial recognition applications.

- C.4.22 Offeror shall provide a new system where the application will support open architecture hardware. (e.g. Mercury panels).
- C.4.23 Offeror shall provide a new system that where the application will integrate with an intercom system e.g.: AIPHONE. (Located at Moultrie Courthouse)
- C.4.24 Offeror shall provide a new system that will integrate with premises alarm systems e.g.: FOCUS (ADT).
- C.4.25 Offeror shall provide a new system that will integrate with fire alarm systems in DC Courts' Buildings (i.e. Siemens).
- C.4.26 Offeror shall provide a new system that will integrate with public address systems.
- C.4.27 Offeror shall provide a new system that will support the use of proximity and bar code readers.
- C.4.28 The successful offer shall be responsible for providing a proposed implementation plan, training schedule, and ongoing support of products/services plan. The schedule plans shall include all estimated start and finish dates of all major activities.
- C.4.29 The successful offeror and their licensed, registered integrator(s) shall comply with all applicable District of Columbia fire and safety codes as well as all applicable lease requirements, for leased facilities.

**C.5 Description of the Juror Management System currently in use:**

The Superior Court is utilizing a Commercial-Off-The-Shelf jury management system called Juror for Windows provided by Xerox (formerly, ACS). Juror for Windows is a client and server based application that utilizes PowerBuilder at the front-end and Oracle database at the back-end. It tracks jurors through qualification, summoning, check-in, attendance, paneling and payment distribution. The system does not have built-in APIs. The current Court's inbound interfaces with Debit Card, IVR and ATM were accomplished via vendor customizations. The outbound interface for Address Check was also accomplished via vendor customizations. The outbound interface for MIP (the Court's general ledger accounting system) was developed in-house with database scripting.

**C.6 Description of the Human Resources System currently in use:**

The D.C. Courts' HR system is utilizing a Software-as-a-Service (SaaS) offered by Department of Interior IBC HR Line-of-Business Shared Service Center. The main part of the integrated HR Information System is called Federal Personnel and Payroll System

(FPPS). The system tracks comprehensive personnel and contracting staff information (contracting staff side may not yet be implemented). The system is written in Jacada Interface Server and DB2 database. The system does not have built-in APIs. The only known way to pull bulk data is by accessing the DataMart, built on the OBIEE technology.

## **C.7 New and/or Updated Infrastructure:**

**C.7.1** The successful offeror will be required to meet with all courts' stakeholders to include the COTR and IT Division to devise the infrastructure that may be required to successfully update ACS system. This shall be included in the offerors implementation plan.

**C.7.2** The current servers and related equipment must remain on line while the new servers and related equipment are being installed.

**C.7.3** The successful offeror shall be required to get verification and approval from the COTR for placement of any new panels to include power requirements for all Courts buildings on campus as well as offsite locations.

**End of Scope**

**PART 1**

**SECTION D - PACKAGING AND MARKING**

This section is not applicable to this solicitation.

## **SECTION E - INSPECTION AND ACCEPTANCE**

### **E.1 Inspection Of Services.**

- (a) “Services” as used in this clause includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Court covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Court during contract performance and for as long afterwards as the contract requires.
- (c) The Courts has the right to inspect and test all services called for by the contract, at all times and places during the term of the contract. The Court will perform inspections and tests in a manner that will not delay the work.
- (d) If the Court performs inspections or tests on the premises of the Contractor or subcontractor, the Contractor shall furnish, without additional charge, all reasonable facilities and assistance for the safety and convenient performance of these duties.
- (e) If any of the services do not conform to the contract IBC requirements, the Court shall require the Contractor to perform these services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by performance, the Court may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect value of services performed.
- (f) If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity to contract and IBC requirements, the Court may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by the Court that is directly related to the performance of such services, or (2) terminate the contract for default.

**END OF SECTION E**

## **SECTION F - DELIVERIES AND PERFORMANCE**

### **F.1 Term of Contract.**

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

### **F.1.2 Option Period:**

The District of Columbia Courts may, in its sole discretion, extend the term of this contract for an additional four (4) one (1) year period or, or a fraction, or multiple fractions thereof.

### **F.1.2.1 Option to Extend the Term of the Contract:**

The District of Columbia Courts may extend the term of this contract for four (4) one (1) year period, or a fraction, or multiple fractions thereof, by written notice to the Contractor before the expiration of the contract, provided that the District of Columbia Courts shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the District of Columbia Courts to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the 30 day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

If the District of Columbia Courts exercise this option, the extended contract shall be considered to include this option provision. The exercise of any option under this contract is contingent upon the appropriation of funds for the respective option period. However, the availability of funds does not obligate the District of Columbia Courts to exercise this option year.

The offeror shall include in its **price** proposal, the **price** for the base year and all option years. Failure to submit **price** for base year and all option years may cause the Courts to exclude your offer from further consideration.

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

### **F.4 DELIVERABLES**

All Deliverables shall be in a form and manner acceptable to the Courts Contractor shall provide to the Contracting Officer's Technical Representative (COTR) a deliverables schedule designated time frames in accordance with the offerors implementation plan and Section C of this solicitation.

**END OF SECTION F**

**SECTION G -CONTRACT ADMINISTRATION DATA**

<p><b>G.1 PAYMENT SCHEDULE:</b> The payment schedule shall be based on the submission and acceptance of the following milestones:</p>	
<b>Milestone Schedule</b>	<b>% Weight</b>
a. Report on the Existing System’s Readiness & Preparation	10
b. New System – Detailed Description of Software Functional Differences from Picture Perfect.	10
c. New System - Design, Architecture & Configuration	25
d. System Migration / Upgrade - Risks & Mitigation Strategies	15
e. System Migration / Upgrade - Planning & Scheduling	10
f. System Migration / Upgrade - Phased Deployment & Certification/Testing Program	10
g. Final Acceptance	15
h. Completion of employee training	5
<b>Total</b>	<b>100%</b>

The Contractor shall prepare invoices in duplicate and submit them to the **Contracting Officer’s Technical Representative (COTR)** within thirty (30) days after the end of each month. 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.

G.1.2 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 of 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.

G.1.3 Final payment shall be after Final Acceptance.

G.1.4 In addition, the Contractor shall complete **Attachment J.8 - District of Columbia Courts Release of Claims form and submit to the Contracting Officer.**

G.2. **Payment Office.**

G.2.1 The Contractor shall prepare and submit invoices to:

Accounting Supervisor  
 Financial Operations Division  
 D.C. Superior Court  
 616 H Street, N.W., Suite 600  
 Washington, D.C. 20001  
 202-879-2813

G.3 **Billing/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 Contract Administrator, or in the case of a dispute, subject to final determination by the Contracting Officer.

G.4 **Audits.**

G.4.1 At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor's invoices or vouchers and statements of costs audited. Any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the Courts and a discrepancy of overpayment is found, the Courts shall be reimbursed for said overpayment within thirty (30) days after written notification.

G.5 **Contracting Officer and Contracting Officer's Technical Representative (COTR).**

G.5.1 **Contracting Officer.** The District of Columbia Superior Court Contracting Officer who has the appropriate contracting authority is the only Courts official authorized to contractually bind the Courts through signing contract documents. All correspondence to the Contracting Officer shall be forwarded to:

Louis W. Parker  
Administrative Officer  
Administrative Services Division  
District of Columbia Courts  
616 H Street, N.W., Suite 622  
Washington, D.C. 20001  
Telephone Number: (202) 879-2803  
Facsimile Number: (202) 879-2835

G.5.2 **Contracting Officer's Technical Representative (COTR):** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's performance or non-performance of the contract requirements. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract. The COTR shall be:

Richard Parris  
Chief Security Officer  
District of Columbia Courts  
500 Indiana Avenue NW  
Washington, DC 20001  
[richardparris@dcsc.gov](mailto:richardparris@dcsc.gov)

G.6 **Authorized Representative of the Contracting Officer.**

G.6.1 The COTR will have the responsibility of ensuring that the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in this contract. It is understood and agreed that the COTR shall not have authority to make changes in the scope or terms and conditions of the contract.

G.6.2 **THE RESULTANT CONTRACTOR IS HEREBY FOREWARNED THAT ABSENT THE REQUISITE AUTHORITY OF THE CONTRACT ADMINISTRATOR TO MAKE ANY SUCH CHANGES, CONTRACTOR MAY BE HELD FULLY RESPONSIBLE FOR ANY CHANGES NOT AUTHORIZED IN ADVANCE, IN WRITING, BY THE CONTRACTING OFFICER, MAY BE DENIED COMPENSATION OR OTHER RELIEF FOR ANY ADDITIONAL WORK PERFORMED THAT IS NOT SO**

**AUTHORIZED, AND MAY BE ALSO BE REQUIRED, AT NO  
ADDITIONAL COST TO THE COURTS, TO TAKE ALL CORRECTIVE  
ACTION NECESSITATED BY REASON OF THE UNAUTHORIZED  
CHANGES.**

**END OF SECTION G**

## **SECTION H - SPECIAL CONTRACTS REQUIREMENTS**

### **H.1 Other Contractors.**

The Contractor shall not commit or permit any act which will interfere with the performance of work done by any other Courts Contractor or by any Courts employee. If another contractor is awarded a future contract for performance of the required services, the original contractor shall cooperate fully with the Courts and the new contractor in any transition activities which the Contracting Officer deems necessary during the term of the contract.

### **H.2 Disclosure of Information.**

H.2.1 Any information made available by the District of Columbia Courts shall be used only for the purposes of carrying out the provisions of this contract, and shall not be divulged nor made known in any manner to any person except as may be necessary in the performance of the contract.

H.2.2. In performance of this Contract, the Contractor agrees to assume responsibility for protection of the confidentiality of Courts records and that all work shall be performed under the supervision of the Contractor or the Contractor's responsible employees.

H.2.3 Each office or employee of the Contractor to whom information may be available or disclosed shall be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions.

H.2.4 No information regarding the Contractor's performance of the contract shall be disclosed by the Contractor to anyone other than the District of Columbia Courts officials unless written approval is obtained in advance from the Contracting Officer.

### **H.3 Rights in Data.**

H.3.1 "Data" as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost and pricing, or management information.

H.3.2 The term "Technical Data" as used herein, means recorded information regardless of form or characteristic. It may, for example, document research, experimental, developmental work, or be used to define a design or process to produce, support, maintain, or update material or documentation. The data may be character, graphic or pictorial delineation in media such as drawings or photographs, text, or related design or performance type documentation. Examples of technical data include research data, documentation drafts, lists, specifications, profiles, standards, process sheets, manuals, and technical reports.

H.3.3 The term "Computer Software" as used herein, means all computer programs and relational computer databases, "Computer Programs" as used herein are defined as a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. Computer programs include operating systems, assemblers, compilers, interpreters, database management systems, utility programs, sort/merge programs, and automatic data processing equipment (ADPE) maintenance diagnostic programs.

H.3.4 All data first produced in the performance of any contract resulting from this solicitation process shall be the sole property of the District of Columbia Courts. The offeror hereby acknowledges that all data, including, without limitation, produced by the offeror for the process, are works made for hire and are the sole property of the District of Columbia Courts; but, to the extent any such data may not, by operation of law, be works made for hire, the Contractor shall transfer and assign to the Courts the ownership of copyright in works, whether published or unpublished. Further, the Contractor agrees to give the Courts all assistance reasonably necessary to perfect such rights, including but not limited to the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights at common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in any manner or form, authorize others to do so, without written consent of the District of Columbia Courts until such time as the Courts may release such data to the public domain. The Courts shall not unreasonably withhold consent to the offeror's request to publish or reproduce data in professional or public relations trade publications.

H.4 **Security Clearance.**

The Contractor and its personnel shall be subject to the Courts' security clearance process.

**END OF SECTION H**

## **PART II**

### **SECTION I - CONTRACT CLAUSES**

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

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

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

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

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

The Offeror shall familiarize itself with the Court's policy entitled "Ethics In Public Contracting". The offeror shall abide by such provisions in submission of its proposal and performance of any contract awarded. See Attachment J.3.

#### **I.4 Disputes.**

Any dispute arising under or out of this contract is subject to the provisions of Chapter 8 of the Procurement Guidelines of the District of Columbia Courts.

#### **I.5 Laws and Regulations.**

All applicable laws, Courts rules, procurement guidelines and regulations shall apply to the contract throughout, and they will be considered to be included in the contract the same as though herein written out in full.

#### **I.6 Non-Discrimination.**

The Contractor agrees that it will comply with the nondiscrimination requirements set forth in 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.7 Examination of Books and Records.**

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

**I.8 Record Keeping.**

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

**I.9 Subcontracts.**

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

**I.10 Protest.**

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

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

**I.10.2** A protest shall include the following:

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

**I.10.2.2** solicitation or contract number;

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

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

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

**I.11 Insurance.**

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

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

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

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

**I.12 Cancellation Ceiling.**

I.12.1 In the event of cancellation of the contract because of nonappropriation for any fiscal year after fiscal year 2008, there shall be a cancellation ceiling of zero dollars representing reasonable preproduction and nonrecurring costs, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

**END OF SECTION I**

### **PART III**

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

##### **SECTION J - LIST OF ATTACHMENTS**

- J.1           General Provisions Applicable to D.C. Courts Contracts**
- J.2           Anti-Collusion Statement**
- J.3           Ethics in Public Contracting**
- J.4           Non-Discrimination**
- J.5           Certification of Eligibility**
- J.6           Tax Certification Affidavit**
- J.7           Certification Regarding a Drug-Free Workplace**
- J.8           District of Columbia Courts Release of Claims**
- J.9           Past Performance Evaluation Form**

## PART IV

### REPRESENTATIONS AND INSTRUCTIONS

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

##### K.1 **Certification Regarding a Drug-Free Workplace.**

K.1.1 Definitions. As used in this provision:

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

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

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

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

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

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

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

performance duration, or as soon as possible for contract of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed.

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

any employee who is convicted of a drug abuse violation occurring in the workplace:

- (i) Take appropriate personnel action against such employee, up to and including termination; or
- (ii) Require such employee to satisfactorily participate in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

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

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

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

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

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

\_\_\_\_\_  
Print Name of Authorized  
Representative

\_\_\_\_\_  
Title

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

**END OF SECTION K**

**PART IV  
REPRESENTATIONS AND INSTRUCTIONS**

**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

- L.1 Proposal Submission and Identification.**
- L.1.1 The District of Columbia Courts will not accept a facsimile copy of a proposal as an original. Unless specifically authorized in the solicitation, the District of Columbia Courts shall not accept telegraphic offers.
- L.1.2 The offeror shall conspicuously mark on the outside of the proposal package the name and address of the offeror and the following:  
Solicitation Number: **DCSC-15-RFP-056**  
Caption: Update of DC Court's Access Control System  
**Proposal Due Date & Time: September 11, 2015 & 3:00 P.M**
- L.1.2.1 Pre-Proposal & Site Visit: August 25, 2015 at 9:00 AM – 1:00 P.M**  
**Moultrie Courthouse**  
**500 Indiana Avenue NW**  
**Executive Office Conference Suite 6680**
- All Properties to include leased properties are to be a part of the site visit.
- L.1.3 Confidentiality of Submitted Information.**
- L.1.3.1 Offerors who include in their proposals data that they do not want disclosed to the public or used by the District of Columbia Courts except for use in the procurement process shall mark the title page of the proposal document with the following legend:
- L.1.3.1.1 *"This proposal includes data that shall not be disclosed outside the District of Columbia Courts and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process."*
- L.1.3.2 The specific information within the proposal which the offeror is making subject to this restriction announced on the title page must be noted on the individual pages which contain it. The offeror shall mark each page containing confidential information or data it wishes to restrict with the following text:
- L.1.3.2.1 *"Use or disclosure of data contained on this page is subject to the restriction on the title page of this proposal".*

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

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

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

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

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

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

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

L.2.1 At a minimum, each proposal submitted in response to this RFP shall include sections, as set forth below, which address the approach for the work described in Section "C" - Description/Specifications/Work Statement. The proposal shall include the requisite legal representations, resources which will directly be employed in the project, client references, and a description of similar services provided by the offeror and its key personnel. Failure to address adequately any of these areas may result in the proposal being eliminated from consideration for award. (See also L.2.5) Technical Approach.

L.2.2 Proposals shall be prepared simply and economically, providing a straightforward, concise delineation of offeror's capabilities to satisfy the requirements of this RFP. Fancy bindings and colored displays or promotional material are not desired

or preferred, but pages must be numbered. **The proposal shall be prepared in two (2) separate volumes. These shall be submitted in loose-leaf, three-ring notebooks for each copy of Volume I – Technical Proposal below and for each copy of Volume II - Price Proposal. See also, clause L.2.9, Page 40 – Price Proposal.**

**L.2.2.1 Volume I - Technical Proposal shall comprise the following tabs:**

<b>Tab A</b>	<p><b><u>TAB A – TECHNICAL APPROACH/COMPANY PROFILE</u></b></p> <p>The Company shall include the following information in this section:</p> <ol style="list-style-type: none"> <li>1. <u>Qualifications</u>: Describe your company’s understanding of the work to be performed and its qualifications to perform the services required in the RFP. Include maintenance and support locations; numbers of available personnel; general qualifications and experience of staff.</li> <li>2. <u>Company Overview</u>. General overview of the company’s customer service philosophy.</li> <li>3. <u>Experience</u>. The company’s direct experience in servicing public and private sector clients, including references for projects or systems of similar size and complexity.</li> <li>4. <u>Integrator Overview</u>. Please list your integrators and describe their qualifications and experience servicing and maintaining your application in government agencies or private sector companies of comparable size.</li> </ol>
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<b>Tab B</b>	<p data-bbox="488 197 837 226"><b><u>IMPLEMENTATION PLAN</u></b></p> <p data-bbox="488 264 1357 363">The Courts require a seamless and non-disruptive implementation plan to replace the existing access control system. Please include the following information in this section:</p> <ol data-bbox="537 405 1430 947" style="list-style-type: none"> <li data-bbox="537 405 1094 434">1. Existing System - Readiness &amp; Preparation</li> <li data-bbox="537 472 1430 533">2. New System – Detailed Description of Software Functional Differences from Picture Perfect</li> <li data-bbox="537 571 1206 600">3. New System - Design, Architecture &amp; Configuration</li> <li data-bbox="537 638 1295 667">4. System Migration / Upgrade - Risks &amp; Mitigation Strategies</li> <li data-bbox="537 705 1219 735">5. System Migration / Upgrade - Planning &amp; Scheduling</li> <li data-bbox="537 772 1211 842">6. System Migration / Upgrade - Phased Deployment &amp; Certification/Testing Program</li> <li data-bbox="537 879 1227 947">7. A schedule plan showing the estimated start and finish dates of all major activities.</li> </ol>
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<b>Tab C</b>	<p data-bbox="500 1100 899 1129"><b><u>TRAINING AND SUPPORT</u></b></p> <ol data-bbox="505 1178 1419 1436" style="list-style-type: none"> <li data-bbox="505 1178 1419 1325">1. Provide description of the training program for the Courts’ staff that utilizes any of the services and/or systems provided by the vendor. The selected company shall also provide support for all products and/or services provided to the Courts.</li> <li data-bbox="505 1367 1419 1436">2. Describe the company’s policy for providing ongoing support of the products and services provided.</li> </ol>
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<b>Tab D</b>	<p><b><u>EXHIBITS</u></b></p> <p>Offeror shall include the following exhibits in its submission:</p> <ol style="list-style-type: none"> <li>1. Exhibit 1: Provide system block diagram for new system architecture and connection scheme.</li> <li>2. Exhibit 2: Total cost to accomplish this upgrade/replacement.</li> <li>3. Other Exhibits: Provide any other information that will further support the proposed approach.</li> </ol>
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**L.2.2.2 Volume II – Price Proposal shall comprise the following tabs:**

<b>Tab A</b>	<b>Price Information -detailed price breakdown of all price (See also, clause L.2.9)</b>
<b>Tab B</b>	<b>Contractual Information – all required/completed/required forms in Section J , and L. 2.4.1 Thru L.2.4.1.7 below.</b>

**L.2.2.3 Each offeror shall submit one completed copy of the RFP, one (1) original and five (5) copies of the Technical Proposal, and five (5) separately bound copies of the Price Proposal. Each proposal shall be properly indexed and include all information requested in the RFP.**

**L.2.4 General Information.**

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

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

L.2.4.1.2 Ownership structure;

L.2.4.1.3 Ownership by foreign corporation with an interest exceeding five (5) percent.

L.2.4.1.4 Articles of incorporation, partnership or joint venture agreement;

L.2.4.1.5 **Copy of any current license, permit, registration or certification to transact business in the District of Columbia, if required by law to obtain such**

**license, permit, registration or certification. 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.2.4.1.6 If the offeror is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements; and

L.2.4.1.7 Name, address, and current phone number of offeror's contact person.

L. 2.5 **The Following shall be included in Volume I Technical Proposal:**

L.2.5.1 **Technical Approach**

The offeror shall provide a **comprehensive plan to accomplish the work described in Section "C" - Description/Specifications/Statement of Work.** This shall include:

L.2.5.1.1 Overall understanding of the RFP requirements.

L.2.5.1.2 Documentation indicating the capabilities and experience with same or similar type of service.

L.2.5.1.3 A logical approach to fulfilling the requirements of the RFP.

L.2.5.1.4 A comprehensive list of project tasks with clear and achievable deadlines for the completion of tasks to meet project objectives.

L.2.5.1.5 Clearly defined project responsibilities and accountability.

L.2.5.1.6 Appropriate management and staffing to the project team.

L.2.6 **Organizations Experience**

L.2.6.1 Each Offeror must provide the following information in this section:

L.2.6.1.1 Years of experience directly related to the solicitation.

L.2.6.1.2 Experience with Project Management of compatible projects.

L.2.7 **Qualifications and Resumes**

L.2.7.1 List key personal that are readily available to work on this project.

L.2.7.2 Identify each person's role and their relevant experience must be described.

L.2.8 **Past Performance**

L.2.8.1 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.

L.2.8.2 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:

L.2.8.3 References: The offeror shall submit a list of all references for which services of this nature have been provided in the past three (3) years. The list shall include the name, address, telephone number, and e-mail address of the contact person.

L.2.8.4 In addition, the offeror shall have at least three (3) past performance references and complete a Past Performance Evaluation Form (**Attachment J.9**). This information 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. **Please provide references from the last 5 years.**

L.2.8.5 Past performance information will be used for both responsibility determinations and as an evaluation factor against which Offeror's relative ranking will be compared in accordance with the evaluation criteria set forth in Section M. The Court will focus on information that demonstrates quality of performance relative to the similarity of scope, magnitude and complexity to that detailed in the RFP. In determining the rating for the past performance, the Court may give consideration to the contracts, which are relevant to the RFP.

L.2.8.6 The Court 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.2.8 **Disclosure.**
- L.2.8.1 This section of the proposal shall include the disclosure information described below:
  - L.2.8.1.1 **Disclosure details of any legal action or litigation past or pending against the offeror;**
  - L.2.8.1.2 **A statement that the offeror knows of no conflict between its interests and those of the District of Columbia Courts; and further that the offeror knows of no facts or circumstances that might create the appearance of a conflict between its interests and those of the District of Columbia Courts; and**
  - L.2.8.1.3 Documentary evidence (e.g. certificates) that the offeror is authorized to conduct business in the District, and the offeror is current in its tax obligation to the District of Columbia.
- L.2.9 **Price Proposal.**
- L.2.9.1 A separately bound price proposal must be submitted using the format provided in Section "B" of this RFP. The price furnished by the offeror shall be itemized for the services set forth in Section C. The offeror's price proposal shall become a part of the awarded contract. The offeror's price proposal shall include all costs for the required services. This pricing information will also be used for evaluation purposes.
- L.3 **Proposal Submission Date and Time, Late Submission, Modifications and Withdrawals.**
- L.3.1 Proposals shall be submitted no later than the date and time specified in the solicitation. Proposals, modifications to proposals, or requests for withdrawal that are received in the designated Courts office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:
  - L.3.1.1 The proposal or modification was sent by registered or certified mail no later than the fifth (5th) calendar day before the date specified for receipt of offers;
  - L.3.1.2 The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the Courts after receipt; or
  - L.3.1.3 The proposal is the only proposal received.

- L.3.2 The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown in the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.
- L.3.3 A late proposal, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.
- L.3.4 A late modification of a successful proposal which makes its terms more favorable to the Courts shall be considered at any time it is received and may be accepted.
- L.3.5 A late proposal, late modification or late withdrawal of offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.
- L.4 **Questions.**
- L.4.1 Questions concerning this Request for Proposals must be directed by **e-mail** to:
- Procurement and Contracts Branch  
Administrative Services Division  
District of Columbia Courts  
616 H Street, N.W., Suite 612  
Washington, D.C. 20001  
E-mail address: [Jeffrey.washington@dcsc.gov](mailto:Jeffrey.washington@dcsc.gov)  
Telephone: 202-879-7574
- L.4.2 For further information on submission of questions, please refer to section L.5 of this RFP.
- L.5 Explanation to Prospective Offerors.
- L.5.1 **Any prospective offeror desiring an explanation or interpretation of this solicitation must request it by email no later than August 27, 2015**  
**Requests should be directed to the procurement contact person at the e-mail address listed in Section L.4. Any substantive information given to a**

**prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment to the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.**

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

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

**L.7 Contract Award.**

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

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

**L.7.3 Final Proposal Revisions (FPRs).**

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

**L.8 Cancellation of Award.**

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

- L.9           **Official Offer.**
- L.9.1         Offers signed by an agent shall be accompanied by evidence of that agent's authority unless that evidence has been previously furnished to the Contracting Officer.
- L.10         **Certifications, Affidavits and Other Submissions.**
- L.10.1       Offerors shall complete and return with their proposal the Representations and Certifications (Section A and Attachment J.2 - Anti-Collusion Statement, Attachment J.4 - Non-Discrimination, J.5 - Certification of Eligibility, J.6 - Tax Certification Affidavit and J.7 - Certification of a Drug-Free Workplace – J.8 District).
- L.11         **Retention of Proposals.**
- L.11.1       All proposal documents shall be the property of the District of Columbia Courts and retained by the Courts, and therefore will not be returned to the offerors. One (1) copy of each proposal shall be retained for official files and will become a public record after the award and open to public inspection. It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the Courts except as to the disclosure restrictions contained in Section L.1.3.
- L.12         **Public Disclosure under FOIA.**
- L.12.1       Trade secrets or proprietary information submitted by an offeror in connection with procurement shall not be subject to public disclosure under the District of Columbia Freedom of Information Act (FOIA). This Act is not applicable to the Court. However, the offeror must invoke the protection of this section prior to or upon submission of the data or other materials; must identify the specific area or scope of data or other materials to be protected; and state the reasons why protection is necessary. A blanket proscription that the offeror's entire proposal is proprietary will have no effect whatsoever.
- L.13         **Examination of Solicitation.**
- L.13.1       Offerors are expected to examine the Statement of Work and all instructions and attachments in this solicitation. Failure to do so will be at the offeror's risk.
- L.14         **Acknowledgment of Amendments.**
- L.14.1       Offerors shall acknowledge receipt of any amendment to this solicitation by (a)

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

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

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

L.16 **Proposal Preparation Costs.**

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

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

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

L.17.2 If the offeror's proposal includes services provided by others, the offeror will be required to act as the prime Contractor for all such items and must assume full responsibility for the procurement, delivery and quality of such services. The Contractor will be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of this RFP.

L.18 **Contract Type.**

L.18.1 This is a firm-fixed price contract.

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

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

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

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

L.21           **Errors in Offers.**

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

L.22           **Authorized Negotiators.**

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

L.23           **Acceptance Period.**

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

**END OF SECTION L**

## 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: Plan of Implementation and Administration, Organization's Experience, Experience of Key Personnel, and Past Performance. The recommendation for award will be based upon the total scores from the evaluation of the technical and price proposals. The Courts may award a contract upon the basis of initial offers received, without discussions. Therefore, each initial offer shall contain the offeror's best terms from a cost and technical standpoint.

#### M.2 Evaluation Criteria.

The evaluation factors set forth below shall be used to evaluate each proposal. The maximum points for technical are 100 total points and maximum total points for price are 20. The total maximum point for this solicitation is 120. The criteria for evaluating the proposals and their respective points are as follows:

:

Item No.	EVALUATION CRITERIA	MAXIMUM POINTS
M.2.1	<b><u>Technical Approach:</u></b>  1. The offeror's approach to the proposed work.  2. The sequence, timing and key personnel proposed to perform the work.  3. A schedule plan showing the estimated start and finish dates of all major activities.  4. Ability to install and commission a new system while the current system remains in production, working after business hours if needed.  5. Provide a seamless transition between the two systems.	25  0 - 5  0 - 5  0 - 5  0 - 5

		MAXIMUM POINTS
M.2.2	<p><b><u>Qualifications of Offeror:</u></b></p> <ol style="list-style-type: none"> <li>1. Current experience with large access control systems whose Administrator's push the performance envelopes of the systems.</li> <li>2. Development and implementation.</li> <li>3. Integrating system to data sources and maintaining lineage.</li> <li>4. Project Management.</li> <li>5. Systems Integration; especially with peripherals, <i>i.e.</i> HRIS applications, intercom systems and Motorola radio base stations.</li> <li>6. Training.</li> </ol>	<p><u>25</u></p> <p>0 - 5</p> <p>0 - 5</p> <p>0 - 4</p> <p>0 - 4</p> <p>0 - 4</p> <p>0 - 3</p>
M.2.3	<p><b><u>Warranty &amp; Customer Support:</u></b></p> <ol style="list-style-type: none"> <li>1. On-site response time.</li> <li>2. Maintenance calls estimated time for diagnosis and replacement of factory parts ability to respond 24x7 within four (4) hour of the service request being logged for technical support.</li> <li>3. Ability to troubleshoot/provide assistance real time.</li> <li>4. Ability and willingness to speak directly to the end user to address and resolve issues.</li> <li>5. Ability to receive incidents via Email, Web, or Telephone.</li> </ol>	<p><u>Max 20</u></p> <p>0 - 5</p> <p>0 - 5</p> <p>0 - 5</p> <p>0 - 3</p> <p>0 - 2</p>

M.2.4	<p><b><u>Qualifications and Experience of Key Integrator Personnel:</u></b></p> <ol style="list-style-type: none"> <li>1. Demonstrate that it employs a competent team of people and identify key personnel who will maintain this system.</li> <li>2. Demonstrate experience in the operations and maintenance of large Security Access Systems.</li> <li>3. Demonstrated experience and knowledge of the maintenance of server hardware, configuration of software and implementation of best in class support services.</li> <li>4. Demonstrated experience and knowledge in integrated IT Governance processes and Project Management.</li> <li>5. Demonstrated experience in administering real time customer support and maintenance services.</li> </ol>	<p>15</p> <p>0 – 3</p>
M.2.5	<p><b>Past Performance:</b></p> <ol style="list-style-type: none"> <li>1. Adhering to standards of good workmanship, including the technical, business, and administrative aspects of performance.</li> <li>2. Adhering to work schedules and deadlines.</li> <li>3. Demonstrating reasonable and cooperative behavior.</li> <li>4. Demonstrating a commitment to customer satisfaction.</li> <li>5. Pursuing excellence in all aspects of its business</li> <li>6. Dealing honestly and fairly.</li> </ol>	<p>15</p> <p>0 – 3</p> <p>0 – 3</p> <p>0 – 3</p> <p>0 – 2</p> <p>0 – 2</p> <p>0 – 2</p>
	<b>TOTAL</b>	100

M.3 **COST FORMULA (20) Points)**

**Cost Formula:** The cost criterion is rated by giving the proposal with the lowest total cost the maximum number of Cost points available. The remaining proposals are rated by applying the following formula:

$$1- \frac{(B-A)}{C} \times C = D$$

A—the lowest Offeror’s cost.

B—the Offeror’s cost being scored.

C—the maximum number of cost points available.

D—Offeror’s cost score (points).

M.4 **Prospective Contractor's Responsibility.**

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

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

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

M.4.1.3 A satisfactory record of performance;

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

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

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

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

M.4.2 The Courts reserves the right to request from prospective contractor information necessary to determine the prospective contractor's responsibility. Information is to be submitted upon the request of the Courts within the time specified in the request. Failure of an offeror to comply with a request for information may subject the offeror's proposal to rejection on responsibility grounds. If a prospective contractor fails to supply the requested information, the Court’s

Contracting Officer shall make the determination of responsibility or nonresponsibility based on available information. If the available information is insufficient to make a determination of nonresponsibility, the Court's Contracting Officer shall determine the offeror to be non-responsible.

**END OF SECTION M**