

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

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

DATE ISSUED: August 2, 2012

OPENING DATE: _____

OPENING TIME: _____

CLOSING DATE: August 22, 2012

CLOSING TIME: 2:00 P.M.

SOLICITATION NUMBER: DCSC-12-FS-0032

OFFER/BID FOR: Full Lifecycle Software Development Services
To Deliver Web Service Solution

MARKET TYPE: GSA IT Services
Schedule 70 Contractors

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

The undersigned offers and agrees that, with respect to all terms and conditions accepted by the District of Columbia Courts under “AWARD” below, this offer and the provisions of the RFP/IFB will constitute a Formal Contract.	
OFFEROR Name: Street: City, State: Zip Code: Area Code & Telephone Number:	Name and title of Person Authorized to Sign Offer: (Type or Print)
	Signature _____ Date: _____ <div style="text-align: right;">(Seal)</div>
	Impress Corporate Seal Corporate _____ (Seal) (Secretary) _____ (Attest)

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

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

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All written communications regarding this solicitation should be addressed to the Contracting Officer and should be directed by e-mail to xxxx, Contract Specialist at xxxx@dcsc.gov

This solicitation is a **GSA IT Services Schedule 70** 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.

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

3. BUY AMERICAN CERTIFICATION

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

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

Each Offeror shall check one of the following:

___ (a) No person listed in Clause 21 of the District of Columbia Courts General Contract Provisions will benefit from this contract.

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

5. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offer;

(2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other offeror or competitor before offer opening unless otherwise required by law; and

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- (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.

6. 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.

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7. 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.

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PART I

SECTION B - SUPPLIES OR SERVICES AND PRICE/COST

- B.1 The District of Columbia Courts (The Courts) is seeking a qualified GSA Federal Supply Schedule 70 Contractor to provide: Full lifecycle software development services to deliver Web Service solution in order to stream out case management related information. This is a firm-fixed-price contract type.
- B.2 The Offeror shall submit a price for the services specified below and in accordance with Section C, Description/Specification/Work Statement, of this Request For Proposals (RFP).
- B.3 **BASE PERIOD CONTRACT PRICE:**

Contract Line Item No. (CLIN)	Item/Service Description	Total Price
001	Requirements Document	\$ _____
002	Technical Specifications and Design Document	\$ _____
003	Web Services Build	\$ _____
004	Unit, System, and Integration Testing	\$ _____
TOTAL		\$ _____

B.4 PROGRAM BACKGROUND:

B.4.1 OVERVIEW OF DC COURTS

As the Judicial Branch of the District of Columbia Government, the Courts are a fully unified, large urban court system with 96 active, full-time judges and approximately 1,000 court employees.

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The Courts include the Court of Appeals, the District of Columbia's highest court, the Superior Court, a trial court of general jurisdiction, and the Court System, which provides administrative functions for both courts. Because the District of Columbia has no intermediate appellate court, the Court of Appeals hears all cases appealed from the trial court. The Court of Appeals also reviews decisions and orders of D.C. Government administrative agencies. Final judgments of the Court of Appeals are reviewable by the U.S. Supreme Court.

The Superior Court has five major operating divisions which process civil, criminal, domestic violence, family, probate and tax cases. The Court also operates the juvenile probation function for the District of Columbia, mediation programs and Crime Victims Compensation Program which provides financial assistance to victims of violent crime and their families.

The Court System provides business support services, including but not limited to budget and finance, administrative services, human resources, general counseling, training, research and development, court reporting, and information technology.

The Information Technology (IT) Division employs staff of about 74 and is responsible for all aspects of network operations, information systems management, business process re-engineering/automation, security auditing, as well as desktop and peripheral support.

B.4.2 SOLICITATION SUMMARY

The Courts are soliciting competitive proposals from qualified firms ("Offerors") to provide full lifecycle software development services to deliver Case Management Unidirectional Web Service solution.

For the purposes of this solicitation, the term Case Management denotes Superior Court's Integrated Justice Information System Case Management component – the CourtView business application;

The term Unidirectional signifies that the delivered solution will be utilized to only stream out case information, no updates (incl. inserts and deletes) into the Case Management system will be permitted – CourtView is a proprietary COTS package;

The term Web Service, as defined by W3C, is a software system designed to support interoperable machine-to-machine interaction over a network. It has an interface described in a machine-processable format (specifically Web Services Description Language, known by the acronym WSDL). Other systems interact with the Web service in a manner prescribed by its description using SOAP messages, typically conveyed using HTTP with an XML serialization in conjunction with other Web-related standards.

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In order for the scope of this undertaking to be fulfilled, the Web Service shall fully accommodate data streaming for:

1. Digital signage program;
2. Pay.gov payment system front-end development initiative;

However, the Web Service shall be expandable and modifiable to add new data sources without major architectural rework.

The solution shall be scalable though to accommodate other similar activities, including but not limited to:

3. Future development of mobile apps;
4. Redesign of Court Cases Online system to decouple currently encapsulated data from business logic and presentation layer.

Furthermore, the Web Service architecture shall be source independent and easily modifiable (remappable) if/as the source Case Management system changes.

B.4.3 CURRENT ENVIRONMENT

Currently, the Courts are utilizing proprietary integration and interfacing solution, which includes Web Services, in order to exchange information between the COTS Case Management package CourtView and any other system. The Courts do not have capability, nor are we seeking one as a part of this solicitation, to update (including insert/delete) data in the CourtView database. However, streaming of data from CourtView to any other system and/or interface is available and currently performed utilizing different technologies (in addition to proprietary COTS vendor's based solutions), including: Oracle Streams, OWB ETL, and custom embedded SQL scripts. However, there is currently no Web Service in order to stream out Case Management data utilizing latest standards and industry best practices.

As part of the Digital Messaging Program, the District of Columbia Courts is currently implementing a kiosk system throughout the Courts' campus. The purpose of the kiosk system is to provide information to the public, attorneys, and Court employees. The kiosk system is designed to provide various levels of information depending on the location and type of kiosk/display. The kiosks vendor is responsible for designing and building the front end system that will display the various types of dynamic and static content. The Courts need to deliver a one-way feeder system, based on a Web Service, which provides the data needed to populate the kiosks.

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The Courts will contract Department of Treasury's Pay.gov services in order to accept, via the internet, secure electronic payments from public for the approved list of case and party types. This process is commonly known as Web Payment Collection. Payments will be made from bank accounts and/or by credit/debit card directly to Pay.gov payment processing system and then will be transferred and reconciled with the Courts. The Courts will utilize Pay.gov's Interactive Open Collections Interface (OCI) in order to accept payments. The exchange of information between the Courts' systems and Pay.gov is contracted via other procurement efforts. The Courts need to deliver a one-way feeder system, based on a Web Service, which populates Courts' website with the necessary information in order to make a payment.

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK

C.1.1 OVERVIEW

This undertaking, lead by the Courts' IT Division, incorporates developing a Unidirectional Web Service in order to stream-out Case Management information as required by Digital Messaging Program, Pay.gov Front-End Development Initiative, and other similar current and future initiatives.

C.1.2 SCOPE OF WORK

The scope of this effort encompasses full lifecycle development and successful implementation of RACD 3.0 solution. The selected vendor shall:

- Create comprehensive **Requirements Document** based on current documentation, the existing production functionalities, and additional requirements in this RFP;
- Upon approval of the **Requirements Document**, create detailed **Technical Specifications and Design Document** including proposed system architecture diagram, scalability configurations, performance optimization findings, system integration and administration, business and technical requirements translation, diagrams and dictionaries, source code libraries specifications, and proposed deployment environment and procedures;
- Perform **Web Services Build** according to the approved Technical Specifications and Design Document, industry best practices and standards, as defined by W3C (<http://www.w3.org/2002/ws/>) and other sources;
- Perform **Unit, System, and Integration Testing** according to Courts' QA and testing standards. The UAT (User Acceptance Testing) will be performed by Courts' IT staff.

C.1.2.6 ENTERPRISE ARCHITECTURE

The Web Service shall follow the Courts' Enterprise Architecture and be developed utilizing the following components:

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- Windows Server 2003/2008
- Oracle 11g Database
- Oracle Web Logic Suite 11g
- Oracle JDeveloper 11g
- Oracle SQL Developer
- IBM Rational ClearCase

C.1.2.7 CONTRACT STAFFING

In order to meet the deliverable schedules (**Section F.2**) and contract phases (**Section F.3**), it is expected that the vendor will provide resources for this project as described below – the descriptions correspond to GSA IT Services Schedule (70) categories and not to specific required skill-set:

✓ 1 Software Architect

Commercial Job Title: Software Engineer IV

Minimum/General Experience: Six years relevant professional experience. A Master's degree substitutes for 2 years of experience. Demonstrated performance in one or more recognized specialized disciplines of computer science is required. Background in the application of computing solutions to practical problems as well as technical leadership abilities in the organization of complex programs of work is required.

Functional Responsibility: Leads the design, development and modification of major software programming applications. Designs, codes, tests and documents programs. Works on most phases of software systems programming applications.

Minimum Education: Bachelor's degree in computer engineering, computer science, electrical engineering, mathematics or physical sciences, or equivalent.

✓ 1 Software Developer

Commercial Job Title: Programmer Analyst III

Minimum/General Experience: Four to eight years of related experience performing routine design, coding, and documentation of application programs for computers and related equipment used for scientific or commercial projects.

Functional Responsibility: Under minimum supervision, analyzes, designs, codes, and documents complex applications for large-scale computers and related equipment appropriate to scientific and commercial projects. Performs technical tasks using both standard and nonstandard analysis, design, and programming methods and techniques. Determines customer requirements for the final program or system. Analyzes problems in terms of such factors as user requirements,

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input data and form, output data and form, available computer configuration, processing turnaround requirements, input and output checking, and overall problem-schedule requirements. Advises on computer requirements and limitations to help define automation needs. May provide advice on system design configurations, procedural and technical aspects of automated records, hardware acquisition, and maintenance. Develops and writes machine or other suitable source language instructions required for computer processing.

Minimum Education: Bachelor's degree or equivalent.

C.1.2.6 COMPLETION CRITERIA

The Courts' COTR identified below in **Section G.5.2** will lead review of the completed implementation of the Web Service development based on deliverables detailed in **Section F.2**. The Solution is not considered completed until review and signoff by the COTR. Overall, the review will ensure that the following criterion has been met by the Contractor:

1. Functional and technical requirements compliance and integration, and stress acceptance testing at the unit, system, and integration levels has been satisfactorily completed for each component;
2. Source code and documentation has been provided to COTR or a designated technical lead and IT staff has been mentored on how to maintain and update the system;
3. System initial go-live achieved **per proposed schedule without delay**. The final go-live and acceptance occurring within **fourteen (14) days** after the initial go-live. This 14 day period starting after the initial go-live will be designed as the "break-in" period.

This contract is not complete until all deliverables are accepted and signed off by the COTR.

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SECTION D - PACKAGING AND MARKETING

This section is not applicable to this solicitation.

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SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION OF SERVICES

- (a) “Services” as used in this clause includes (1) Project and contract management; (2) Web Service Development custom software delivery including requirements compliance and source code; (3) all appropriate technical documentation; (3) knowledge sharing with the Courts’ IT staff.
- (b) The Contractor shall provide and maintain documentation of all services provided under this contract. Complete records of all services performed by the Contractor shall be maintained and made available to the Courts during contract performance and for as long afterwards as the contract requires.
- (c) The Courts have the right to review and test all services called for by the contract to the extent practicable during the term of the contract. The Courts will perform reviews and tests in a manner that will not unduly delay the work. The Courts will perform user acceptance test only, while unit, system, and integration testing remains responsibility of the Contractor.
- (d) If any of the services do not conform to the contract requirements, the Courts may require the Contractor to perform these services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by performance, the Courts may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect value of services performed.
- (e) If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity to contract requirements, the Courts may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by the Courts that is directly related to the performance of such services, or (2) terminate the contract for default.

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SECTION F - DELIVERIES AND PERFORMANCE

F.1 TERM OF CONTRACT

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

F.2 DELIVERABLES

All Deliverables shall be in a form and manner acceptable to the Courts. The Contractor shall provide to the **Contracting Officer's Technical Representative (COTR)** or a designated technical lead the deliverables specified below within the designated time frames:

Deliverable 1

- **Requirements Document**
2 weeks, from the day award

Deliverable 2

- **Technical Specifications and Design Document**
2 weeks, from the completion of deliverable 1

Deliverable 3

- **Web Services Build**
18 weeks, from the completion of deliverable 2

Deliverable 4

- **Unit, System, and Integration Testing**
2 weeks, from the completion of deliverable 3

Contingency is already built in for each of the scheduled deliverables.

F.3 PERIOD OF PERFORMANCE

It is anticipated that the project will be implemented over a **six (6) months** period including **fourteen (14) calendar days** "break-in" described in **Section C.1.2.6** and follow deliverables schedule above and the high phases below.

However, the Contractor shall develop a final work breakdown structure, based upon its best practices and operating experience as well as an initial understanding of the Courts' environment,

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no later than **fourteen calendar (14) days** after the date of the execution of a signed contract.

The Contractor shall be fully prepared and capable of performing the requirements of the contract within **fourteen (14) days** from the date of a signed contract and receipt of the approved contract order.

The Contractor shall contact the COTR in order to schedule project kick-off meeting immediately upon award of the contract.

F.3.1 Requirements and Design (Phase 1)

- Deliverables 1, 2

F.3.2 Web Service Build and Testing (Phase 2)

- Deliverables 3, 4

F.3.3 Go-live (Phase 3)

- “Break-in”

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SECTION G -CONTRACT ADMINISTRATION DATA

G.1 PAYMENT/INVOICES

The Contractor shall be compensated upon completion and the Courts acceptance of the work in the following manner:

Payment/ Invoice	Product/Service Description	Total Payment	Payment/In voice per Service	Payment Schedule
1	Requirements and Design (Phase 1)	100%	90%	Equal monthly payments, months 1 – 2, upon COTR approval
2	Web Services Build and Testing (Phase 2)			Equal monthly payments, months 3 – 10, upon COTR approval
5	Go-live (Phase 3)		10%	After “break-in” period

All respondents must submit pricing per **Section L.2.3**.

G.1.1 The Court will fully and exclusively own the Web Service source code and all corresponding configuration files and schemas. The Contractor shall not retain a copy of the source code or any other component of this custom solution.

G.1.2 INVOICE SUBMITTAL

G.1.2.1 The Contractor shall prepare invoices in duplicate and submit to the Budget and Finance Division specified in section G.2 with concurrent copies to the COTR specified in Section G.5.2. The Contractor shall submit to the COTR a

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breakdown of all services performed for review. 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.1.3 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.

G.1.4 The Contractor shall submit final invoices within thirty (30) days after the expiration of this contract.

G.2. **PAYMENT OFFICE**

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

Accounting Supervisor
Financial Operations Division
DC Courts
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

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COTR, 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 Courts' 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:

Bharat Pappu
Development Manager
Information Technology Division
District of Columbia Courts
410 E Street NW
Washington, D.C. 20001
Telephone Number: (202) 508-1820

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

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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 SECURITY REQUIREMENTS

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

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H.4 The Court will fully and exclusively own the Web Service source code and all corresponding configuration files and schemas. The Contractor shall not retain a copy of the source code or any other component of this custom solution.

H.5 DC COURTS' RESPONSIBILITIES

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

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

H.5. 3 Workspace with desktop computer and telephones will be provided by the Courts.

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PART II

SECTION I - CONTRACT CLAUSES

I.1 APPLICABILITY OF GENERAL PROVISIONS APPLICABLE TO THE COURTS CONTRACTS

The General Provisions Applicable to 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 DISPUTES

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

I.4 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.5 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.6 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

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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.7 **PROTEST**

I.7.1 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.7.1.1 Louis W. Parker
Contracting Officer
Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 622
Washington, D.C. 20001

I.7.2 A protest shall include the following:

I.7.2.1 Name, address and telephone number of the protester;

I.7.2.2 solicitation or contract number;

I.7.2.3 Detailed statement of the legal and factual grounds for the protest, including copies of relevant documents;

I.7.2.4 Request for a ruling by the Contracting Officer; and

I.7.2.5 Statement as to the form of relief requested.

I.8 **INSURANCE**

I.8.1 **General Requirements:** Prior to execution of the contract, the Contractor shall obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the insurance specified below with an insurance company licensed or qualified to do business with the District of Columbia Courts. **All insurance shall set forth the District of Columbia Courts as an additional insured. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with Ten (10) days**

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prior written notice in the event of non-payment of premium. The Contractor must submit to the Contracting Officer a certificate of insurance as evidence of compliance within ten (10) calendar days after request.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia Courts as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia Courts, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the Courts of Columbia or the jurisdiction in which the contract is performed.
4. Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

I.8.2 **Duration:** The Contractor shall carry all required insurance until all contract work is accepted by the Courts, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.

I.8.3 **Liability:** These are the required minimum insurance requirements established by the Courts. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**

I.8.4 **Contractor's Property:** Contractor and subcontractors are solely responsible for any

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loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia Courts.

- I.8.5 **Measure of Payment:** The Courts shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- I.8.6 **Notification:** The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- I.8.7 **CERTIFICATES OF INSURANCE -** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

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

- I.8.8 **Disclosure of Information.** The Contractor agrees that the Courts may disclose the name and contact information of its insurers to any third party which presents a claim against the Courts for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract

I.9 **RIGHTS IN DATA**

- I.9.1 “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
- I.9.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define

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a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.9.3 The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.9.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.9.5 All data first produced in the performance of this Contract shall be the sole property of the Courts. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the Courts under this Contract, are works made for hire and are the sole property of the Courts; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the Courts the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the Courts all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the Courts until such time as the Courts may have released such data to the public.

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- I.9.6 The Courts will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.9.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any Courts installation to which the computer may be transferred by the Courts;
 - I.9.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
 - I.9.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.9.7 The restricted rights set forth in section I.9.6 are of no effect unless
- (i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. DCSC-12-FS-0032 With _____ (Contractor's Name); and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the Courts' rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the Courts of liability with respect to such unmarked software.
- I.9.8 In addition to the rights granted in Section I.9.6 above, the Contractor hereby grants to the

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Courts a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.9.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the Courts under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the Courts under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the Courts any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

- I.9.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.9, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the Courts' or the Contractor's rights in that subcontractor data or computer software which is required for the Courts.
- I.9.10 For all computer software furnished to the Courts with the rights specified in Section I.9.5, the Contractor shall furnish to the Courts, a copy of the source code with such rights of the scope specified in Section I.9.5. For all computer software furnished to the Courts with the restricted rights specified in Section I.9.6, the Courts, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the Courts under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.9.11 The Contractor shall indemnify and save and hold harmless the Courts, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.9.12 Nothing contained in this clause shall imply a license to the Courts under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the Courts under any patent.

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I.9.13 Paragraphs I.9.6, I.9.7, I.9.8, I.9.11 and I.9.12 above are not applicable to material furnished to the Contractor by the Courts and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

I.10 **CANCELLATION CEILING**

I.10.1 In the event of cancellation of the contract because of nonappropriation for any fiscal year after fiscal year 2012, 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.

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PART III

LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

**SECTION J - LIST OF ATTACHMENTS (TO BE INCLUDED UPON FINALIZING
THE SOLICITATION)**

- J.1 General Provisions Applicable to Courts Contracts**
- J.2 Tax Certification Affidavit**
- J.3 Past Performance Evaluation Form**

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PART IV

REPRESENTATIONS AND INSTRUCTIONS

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

This section is not applicable to this solicitation.

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PART V

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

L.1.3 Proposals shall be submitted in a sealed proposal package. The offeror shall conspicuously mark on the outside of the proposal package the name and address of the offeror and the following:

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Proposal Due Date & Time: August 22, 2012, No later than 2:00 P.M.

L.1.4 CONFIDENTIALITY OF SUBMITTED INFORMATION

L.1.4.1 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.1.4.1.1 *"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.1.4.2 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

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information or data it wishes to restrict with the following text:

L.1.4.2.1 *"Use or disclosure of data contained on this page is subject to the restriction on the title page of this proposal".*

L.1.4.3 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.1.5 **OFFERORS MAY SUBMIT PROPOSALS EITHER BY MAIL OR BY
HAND DELIVERY/COURIER SERVICES**

L.1.5.1 **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: Maribel Torres, Senior Contract Specialist
616 H Street, N.W., Suite 612
Washington, D.C. 20001

L.1.5.2 **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: Maribel Torres, Senior Contract Specialist
701 7th Street, N.W., Suite 612
Washington, D.C. 20001

L.2 **PROPOSAL INFORMATION AND FORMAT**

L.2.1 At a minimum, each proposal submitted in response to this RFP shall include sections, as set forth below, which address the approach for the work described in Section "C" - Description/Specifications/Work Statement. The proposal shall include the requisite legal representations, resources which will directly be

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employed in the project, client references, and a description of similar services provided by the offeror and its key personnel. Failure to address adequately any of these areas may result in the proposal being eliminated from consideration for award.

L.2.2 Proposals shall be prepared simply and economically, providing a straightforward, concise delineation of offeror’s capabilities to satisfy the requirements of this RFP. Fancy bindings and colored displays or promotional material are not desired or preferred, but pages must be numbered. **The proposal shall be prepared in two volumes. These shall be submitted in loose-leaf, three-ring notebooks for each copy of Volume I – Technical Proposal, and for each copy of Volume II - Price Proposal. See also, clause L.2.3 – Price Proposal.**

L.2.2.1 **VOLUME I - Technical Proposal shall comprise the following tabs and information:**

Tab A	General Information
A.	Whether the Offeror is a corporation, joint venture, partnership (including type of partnership) or individual.
B.	Ownership structure.
C.	Ownership by foreign corporation with an interest exceeding five (5) percent.
D.	Articles of incorporation, partnership or joint venture agreement.
E.	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.
F.	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.
G.	Name, address, and current phone number of Offeror’s contact person.
H.	Each Offeror must provide the following information in this

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	<p>section:</p> <p>Name, Address, Telephone Number, DUNS Number and federal tax identification number of the Offeror.</p>
Tab B	<p>Technical Approach</p> <p>A. Overall understanding of the RFP requirements.</p> <p>B. Documentation indicating the capabilities and experience with same or similar type of service.</p> <p>C. A logical approach to fulfilling the requirements of the RFP.</p> <p>D. A comprehensive list of project tasks with clear and achievable deadlines for the completion of tasks to meet project objectives.</p> <p>E. Clearly defined project responsibilities and accountability.</p> <p>F. Appropriate management and staffing to the project team.</p>
Tab C	<p>Experience of Firm and Principals</p> <p>A. List qualifications and experience of firm, principals and key personnel proposed to perform the requirements listed under the scope of the project; documenting capabilities and experience with providing the same or similar type of service.</p> <p>B. Provide detail description(s) of experience in developing computer applications of similar type and scope as is being requested.</p> <p>C. Provide resumes of staff candidates; any changes subject to the approval of The Courts' COTR (see more in Section L.25 below).</p>
Tab D	<p>Past Performance</p> <p>A. 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</p>

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	<p>evaluated favorably or unfavorably on past performance.</p> <p>B. 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:</p> <p>C. References: The Offeror shall submit a list of all references for which services of this nature have been provided in the past two (2) years. The list shall include the name, address, telephone number, and e-mail address of the contact person.</p> <p>D. In addition, the Offeror shall have at least two (2) past performance references complete a Past Performance Evaluation Form (Attachment J.3). 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.</p> <p>E. 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.</p> <p>F. The Court reserves the right to contact the owners of projects known to have been completed within the last two (2) years but not supplied as references, and the information received may be used in the evaluation of past performance.</p>
Tab E	Disclosure
	A. Disclosure details of any legal action or litigation past or pending

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	against the Offeror.
B.	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.
C.	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.2.2.2 VOLUME II – Price Proposal shall comprise the following tabs:

Tab A	Price Information -detailed price breakdown of all price (See also, clause L.2.3)
Tab B	Contractual Information – all other required information as specified in Clause L.10

L.2.3 PRICE PROPOSAL

L.2.3.1 A separately bound price proposal must be submitted using the format provided in Section "B" of this RFP. The price furnished by the offeror shall be detailed/itemized for the services set forth in Section C. The offeror's price proposal shall become a part of the awarded contract. The offeror's price proposal shall include all costs for the required services. This pricing information will also be used for evaluation purposes.

L.3 PROPOSAL SUBMISSION DATE AND TIME, LATE SUBMISSION, MODIFICATIONS AND WITHDRAWALS

L.3.1 Proposals shall be submitted no later than the date and time specified in the solicitation. Proposals, modifications to proposals, or requests for withdrawal that are received in the designated Courts office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

L.3.1.1 The proposal or modification was sent by registered or certified mail no later than

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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:

Maribel Torres, Senior Contract Specialist
Procurement and Contracts Branch
Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 622
Washington, D.C. 20001
E-mail address: maribel.torres@dcsc.gov
Telephone: 202-879-5514

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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 2:00 p.m. Friday August 10, 2012.** 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

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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 Representation, Certifications, and Acknowledgments located in pages 2 through 5, Attachment J.2 - Tax Certification Affidavit and Attachment J. 3 - Past Performance Form.

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

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upon submission of the data or other materials; must identify the specific area or scope of data or other materials to be protected; and state the reasons why protection is necessary. A blanket proscription that the offeror's entire proposal is proprietary will have no effect whatsoever.

L.13 EXAMINATION OF SOLICITATION

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

L.14 ACKNOWLEDGMENT OF AMENDMENTS

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

L.15 RIGHT TO REJECT PROPOSALS

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

L.16 PROPOSAL PREPARATION COSTS

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

L.17 PRIME CONTRACTOR'S RESPONSIBILITIES

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

L.17.2 If the offeror's proposal includes services provided by others, the offeror shall 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

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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 unit price shall govern.

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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 keep its offer open for 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.

L.24 PRE-PROPOSAL CONFERENCE

This section is not applicable to this solicitation.

L.25 CANDIDATE INTERVIEWS

The Offerors in the competitive range MAY be asked to present staff candidates for interviews. Each vendor must include resumes of actual candidates for the project as part of the proposal. Resumes of candidates which vendor is not able to present for the interviews should not be included in the proposals. In case the vendor is not able to present the candidate on the proposal for the interview, the vendor shall present a replacement candidate within **one (1) week** of interview request. Vendors shall demonstrate in writing how the replacement candidate/s compare/s to the original candidates on the proposal. Courts will evaluate the replacement candidates' background and resume either accepting or rejecting the replacement. Vendors not able to provide a replacement candidate within **one (1) week** of interview request will be scored 0 in the "Staff Interviews" criterion.

The interviews will be performed on-site and in-person (no phone interviews) at the Courts' D.C. Judiciary Squire location. Each interview will be limited to 45 minutes per staff candidate. The highly structured interview will be conducted by SSEB members. Offeror may attend the interviews together with staff candidates.

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PART VI

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 evaluation factors are listed below in descending order of importance. The non-price factors, when combined, are significantly more important than price. The Courts may award a contract upon the basis of initial offers received, without discussions. Therefore, each initial offer shall contain the offeror's best terms from a cost and technical standpoint. The Courts reserve the right to request a best and final offer.

M.2 TECHNICAL EVALUATION CRITERIA

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

ITEM NO.	TECHNICAL PROPOSAL SECTION	EVALUATION CRITERIA	POINTS
Technical Approach			
M.2.1	Tab B	The feasibility of the proposed approach and the method of implementation, including tasks, timeline, management, accountability and expected deliverables.	0-35
Experience of Firm and Principals			
M.2.2	Tab C	Demonstrated experience in developing and implementing similar services, including designated key staff capabilities and experience.	0-35

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Past Performance			
M.2.3	Tab D	The Offeror's demonstrated record, as confirmed by references, of successful past performance of the same or substantially similar contracts, including quality of services, timeliness of performance, cost controls, and the offeror's customer relations.	0-15
Staff Interviews (IF determined necessary)			
M.2.4	N/A	Assessment of staff candidates' suitability for the project.	0-15

M.3 PRICE PROPOSAL EVALUATION

M.3.1 The Courts will not rate or score price, but will evaluate each Offeror's price proposal for realism, reasonableness, and completeness. This evaluation will reflect the Offeror's understanding of the solicitation requirements and the validity of the Offeror's approach to performing the work. Alternative price proposals, if considered by the Courts, will be evaluated on contract type risk, potential savings, other advantages or disadvantages to the Courts, and the discretion of the government.

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

- a. Do the proposed prices reflect a clear understanding of the requirements?
- b. Do the proposed prices for performing various functional service requirements reflect the likely costs to the offeror in performing the effort with reasonable economy and efficiency?
- c. Are proposed prices unrealistically high or low?
- d. Are the proposed prices consistent with the technical and

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management/staffing approach (e.g., if the offeror proposes a staff of x people, the price proposal must account for x people)?

M.3.3 Reasonableness. In evaluating reasonableness, the Courts will determine if the Offeror's proposed prices, in nature and amount, do not exceed those which would be incurred by a prudent contractor in the conduct of competitive business. The assessment of reasonableness will take into account the context of the source selection, including current market conditions and other factors that may impact price. In the evaluation the Courts will consider the following:

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

M.3.4 Completeness. In evaluating completeness, the Courts will determine if the Offeror's provides pricing data of sufficient detail to fully support the offer and permit the Courts to evaluate the proposal thoroughly. In the evaluation the Courts will consider the following:

- a. Do the proposed prices include all price elements the offeror is likely to incur in performing the effort?
- b. Are proposed prices traceable to requirements?
- c. Do proposed prices account for all requirements?
- d. Are all proposed prices supported with adequate data to permit a thorough evaluation?

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M.4 PROSPECTIVE CONTRACTOR'S RESPONSIBILITY

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

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

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

M.4.1.3 A satisfactory record of performance;

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

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

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

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

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