

**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: April 5, 2016

OPENING DATE: _____

OPENING TIME: _____

SOLICITATION NUMBER: DCSC-16-RP-0038

CLOSING DATE: May 23, 2016

CLOSING TIME: 3:00

OFFER/BID FOR: BANKING SERVICES

MARKET TYPE: Open

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

The undersigned offers and agrees that, with respect to all terms and conditions accepted by the Courts under “AWARD” below, this offer and the provisions of the RFP/IFB will constitute a Formal Contract.

<p align="center">OFFEROR</p> <p>Name:</p> <p>Street:</p> <p>City, State:</p> <p>Zip Code:</p> <p>Area Code & Telephone Number:</p>	Name and title of Person Authorized to Sign Offer: (Type or Print)	
	Signature	Date:
	(Seal)	
	<p>Impress Corporate Seal</p> <p>Corporate (Secretary) _____ (Seal) (Attest)</p>	

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

CONTRACT NO. _____	AWARD AMOUNT \$ _____
ACCEPTED AS TO THE FOLLOWING ITEMS:	

	DISTRICT OF COLUMBIA COURTS
	BY: _____
	CONTRACTING OFFICER
CONTRACT PERIOD: _____	_____
	AWARD DATE

All written communications regarding this solicitation should be addressed to the Contracting Officer and should be directed by e-mail to Jeffrey P. Washington, Contract Specialist at jwashington@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 30 or the Standard Contract Provisions.
- () The Offeror is not a Regular Dealer pursuant to Clause 30 of the Standard Contract Provisions.

(b) Manufacturer

- () The Offeror is a Manufacturer pursuant to Clause 30 of the Government of the District of Columbia Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts.
- () The Offeror is not a Manufacturer pursuant to Clause 30 of the District of

Columbia Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts.

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 29 of the District of Columbia Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, “Buy American Act”), 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 16 of the District of Columbia Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts will benefit from this contract.

- ___ (b) The following person(s) listed in Clause 16 District of Columbia Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts may benefit from this contract. For each person listed, attach the affidavit required by Clause 16 of the District of Columbia Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts.

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 principles 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) (i) 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 deleted 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 operated as () an individual, () a partnership, () a nonprofit organization, () a corporation, incorporated under the laws of the State of _____, () a joint venture, () other.

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: _____

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 (the Courts) are seeking a qualified Contractor to provide Banking Services. The Contractor must meet the following minimum requirements:
1. Be a Federal or District of Columbia chartered financial institution;
 2. Be a member of the Federal Reserve System and have access to all services;
 3. Be a depository for public funds;
 4. Be accessible to the public and have branches located in the District of Columbia;
 5. Be a full service member bank in good standing among other comparable banks and;
 6. Be capable of securing funds in excess of the limits established by the Federal Deposit Insurance Corporation (FDIC).
- B.2 The Courts are soliciting proposals for banking services and products that are described in the scope of services. The Courts are interested in examining the prospective financial institution's banking services and associated costs. Offerors shall complete Attachment J10. The volume category in Attachment J.10 typically represents a monthly total number of transactions and items associated with the DC Courts' bank accounts. **A separately bound price proposal must be submitted using the format provided in Attachment J.10. This pricing information will be used for evaluation purposes only.**

B.3 INTRODUCTION

The District of Columbia Courts ("DC Courts") consisting of the Court of Appeals, the Superior Court, 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.

- B.4 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. However, for financial statement purposes, the Courts must comply with pronouncements of the Governmental Accounting Standards Board (GASB), which promotes accounting standards for state and local governments.
- B.5 The Courts collect fees, fines, forfeitures, escrow monies from customers, and receive grant funds from the District of Columbia and Federal governments. The funds are deposited in the Courts’ bank accounts.
- B.6 The Courts are not allowed to supplement its appropriation with interest earned on bank accounts. However, there is no legislation prohibiting the Courts from earning interest. The Courts maintain substantial amount of moneys on some bank accounts. If interest were earned on all of the bank accounts each month, the total amount of interest earned generally exceeds the total amount of banking services incurred. The Courts intend to maintain all banking services with one financial institution to maximize available earnings and minimize administrative costs.
- B.7 In addition, the Courts are especially interested in various technological advances and pilots that could improve our banking and customer service capabilities, particularly in the areas of account reconciliations, efficient and immediate processing of customers’ checks, and positive pay.
- B.8 The Courts seek a financial institution that demonstrates a strong commitment to customer service by its banking services and products in addition to cost savings.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 FORMAT AND CONTENT

In order for the District of Columbia Courts to be able to adequately compare and evaluate proposals, Section C must be submitted in accordance with the format described below. Each proposal should be separated by section and tabbed in conjunction with the proposal specification (i.e., “TAB A – Letter of Transmittal,” “TAB B – Bank Profile,” etc.)

C.2. TAB A - LETTER OF TRANSMITTAL

Describe the financial institution’s understanding of the work to be performed and why the financial institution is the best qualified to perform the services required.

C.3. TAB B - BANK PROFILE

The financial institution shall include the following information in this section:

1. Bank Overview. General overview of the bank’s customer service philosophy and identification of the primary office or branch that the Courts will be assigned to.
2. Experience. The bank’s direct experience in servicing public sector clients. Your response shall include: the number of public agency clients, the dollar amount of public funds on deposit, the bank’s knowledge of and adherence to the District of Columbia Government code and applicable laws.
3. Disaster Recovery Plan. Describe the bank’s disaster recovery plan in place in the event of a system’s failure.

C.4 TAB C - CONVERSION PLAN

The Courts require a smooth and low-cost transition plan to a new bank or to enhance services with its existing bank. The financial institution shall include the following information in this section:

1. Describe an overall plan to ensure a smooth transition from the current bank service providers.
2. Detail all costs and responsible party (Courts or Bank) in connection with the conversion. State a specific dollar amount or identify those supplies, products, or services included or not included.

3. Discuss the training program for the Courts staff (i.e., on-site training). How is this structured?
4. Provide a proposed timetable for the transition period.

C.5 **TAB D - Bank Accounts**

The Courts currently have 15 bank accounts with account balances. The following listing represents the statement balances of each account as of September 30, 2015 (the Courts do not guarantee that the balances will be maintained at these levels):

<u>Name of Account</u>	<u>Balances</u>
Crime Victims Compensation (Checking account – check- issue) files transmission	\$ 685,958.93
Family Division (Checking account)	\$ 429,865.35
Criminal Division (Checking account)	\$ 2,516,177.52
Probate Division (Checking account)	\$ 6,608,824.84
Civil Division (Checking account)	\$ 8,852,340.75
Imprest Fund (Checking account)	\$ 86,881.00
Award Fund (Checking account)	\$ 5,709.69
General Checking/Pass-through (Numerous deposits and EFT transfers)	\$ 24,542.03

Juror Fees (Numerous ACH deposits and check-issue files transmission)	\$ 158,256.00
Witness Fees (Numerous ACH monthly and check-issue files transmission)	\$ 58,586.22
Court Reporting (Transcripts)	\$ 313,896.16
Art Trust Fund (Minimal account activities)	\$ 970.03
Family Child Support I	\$ 855.00
Court of Appeals	\$ 61,945.11
Chief Judge Portrait Fund	\$ 9,302.92

TOTAL BANK ACCOUNT BALANCES - \$ 19,814,111.55
(Balances as of September 30, 2015)

C.6 **TAB – E Deposit Services & Disbursements**

1. The Courts currently use an armored car service (Garda) for daily deposit pick-ups at various locations in the Courts. The armored car service is contracted and paid for directly by the Courts and is not paid through account analysis.
2. The financial institution must furnish the Courts deposit bags and deposit tickets for all bank accounts. Deposits in the checking accounts typically are made once a day; deposits are primarily made in checks, currency, and some ACH and wire transfers. Disbursements from the accounts will be from checks, wire transfers, electronic disbursements to recurring customers and bank cards to distribute to our Crime Victims customers.
3. The financial institution shall include the following information in this section:

- a. Describe the bank's deposit requirements.
- b. Are the deposit tickets available in multiple part forms? How many copies would the bank require?
- c. Would the bank require that checks and currency be on separate deposit tickets?
- d. What type of deposit bags will the bank allow? Will the bank charge fees for these bags?
- e. Describe the bank's deposit adjustments and returned check item handling and notification procedures.

C.7 **TAB – F Commercial Vault Services**

1. The financial institution shall offer cash vault services for cash ordering needs with high quality processing, unique customer information reporting, and security.
2. The service must allow the Courts to arrange for withdrawals of currency from the Courts' Juror Fees bank account and the possible delivery of the currency to two Juror ATM machines located at the District of Columbia Courts.
3. Authorized DC Courts personnel, (to be identified after the contract award), will initiate currency orders on-line or by telephone every two weeks. The currency orders will be debited from the Juror Fees bank account on the day the currency is delivered by the armored car carrier and transported to the two Jurors ATM machines. The financial institution shall arrange with the Courts' armored car carrier of record for the delivery of the currency to the two Juror ATM machines.
4. The financial institution shall include the following information in this section:
 - a. Describe the bank's policy for meeting the Courts' cash ordering needs for delivery to the two Juror ATM machines at the DC Courts.
 - b. Describe the bank's policy for ensuring the deposit of funds on the same day of collection by the Armored Car/Courier Service of record.

C.8 **TAB G - Account Reconciliation**

1. The Courts currently perform monthly bank reconciliations on the bank accounts using *Abila MIP Accounting Software*.

2. For two bank accounts (witness fees and juror fees), there are approximately \$230,000 in EFT/over-the-counter deposits, and the Courts electronically transmit numerous checks to our current bank on a weekly and monthly basis. To assist in the bank reconciliations, the financial institution shall provide the following monthly reports for all bank accounts electronically:
 - a. Deposit Summary. A report detailing a summary of deposits.
 - b. Checks Paid. An electronic report that lists each check paid during the month. The report must identify check number, date of issue, date paid, and dollar amount. There must be subtotals by page and a grand total. Unregistered, stop payments and voided stop payments must be specifically identified and each category totaled.
 - c. Outstanding Check Register. An electronic report detailing all of the checks that are outstanding at the end of each month. The report must list the check number, date of issue and amount. In compliance with the Courts' policy of writing off checks that exceed 60 days from the date of issuance, the Courts will request the financial institution to delete those checks from the outstanding check register on a monthly basis. A list of deleted checks must be provided to the Courts by the financial institution.
 - d. Miscellaneous Advice Activity. An electronic report detailing all of the one-time debit and credit memos that occurred during the month by reference to date, amount and a brief description of the adjustment by type. Advices must accompany the monthly statement.
 - e. Consolidated Register. A consolidation of items (a) through (d) above onto an electronic summarized report format. The report must contain both page and report totals, amount fields, issue and paid dates of checks, check numbers and type of transaction.
 - f. The Courts are interested in further automating its account reconciliation process and utilizing all additional available banking reconciliation resources to meet its banking and audit requirements for all of its bank accounts.
 - g. The financial institution shall address the following questions:
 - (1) To assist the DC Courts in reconciling the Juror Fees and Witness Fees monthly bank reconciliations, describe in detail the bank's technical capacity to accept the Courts' electronically transmitted check-issue file, daily, weekly and monthly using a CSV or other

standard accounting format.

- (2) Describe in detail the bank's technical capacity to prepare and provide the monthly check reconciliation reports mentioned above.
- (3) To assist the DC Courts' monthly bank reconciliations that are prepared on the *Abila MIP Accounting System*, describe the bank's technical capacity for downloading cleared check data to interface with the Courts' financial system(s) of record.
- (4). Describe the Banks policy and related fees for cashing checks of non-account holders.

C.9 **TAB H - Positive Pay**

The Courts currently utilize *Positive Pay* on its checking accounts, sending check issue files and obtaining daily information through the Internet. The financial institution must be able to assist the Courts with enhanced development and implementation of *Positive Pay* to provide early fraud detection and prevention through the review of suspicious or unauthorized checks before they are paid. The financial institution must be able to provide this service to the Courts' bank accounts.

1. Describe in detail the bank's technical capacity and latest technology for providing *Positive Pay*.
2. The Courts currently are able to provide the bank with a file of all checks issued and voided prior to the checks being distributed, does the vendor have the ability to accept and read the file? Describe the file format requirements.
3. For bank accounts with *Positive Pay* feature, describe the bank's policy for checks that were subsequently identified as counterfeit. What is the time frame for identifying checks that are determined to be counterfeit? What is the time frame for submitting an affidavit of claimant? What, if any, liability remains with the Courts for fraudulent checks and/or debit transfers?
4. Describe if the bank has the capacity to accept same day electronic check clearing?

C.10 **TAB I - On-line Banking Access**

1. The financial institution shall provide on-line banking access to allow the Courts to monitor and review all financial activities on all bank accounts. The financial institution must describe the bank's on-line service capability for accessing and

reviewing prior day balance report that itemized the day's activities, viewing deposits and cleared checks, reviewing and placing stop payment orders, originating ACH/Wire transfers to GSA and other vendors, and performing transfers between the Courts' bank accounts.

2. The financial institution must include any costs associated with setting up the system, and ongoing costs for all options, including summary balance information, detailed transaction information, stop payment orders, and ACH/Wire transfers.
3. Describe the bank's on-line service capability including any costs associated with setting up the system and other additional costs.
4. What reports are available and describe the security of data both internally and externally?
5. Can the Courts perform the following listed functions on-line:
 - a. Issue stop payments and view stop payments.
 - b. View deposits and cleared checks.
 - c. View and print daily prior day balance reports itemizing the day's activities.
 - d. Perform transfer between Courts accounts.
 - e. Send wire transfers and ACH transactions.
 - f. Download cleared check data to be uploaded to the Courts' accounting software.
 - g. Electronic account balance deficiency notification.

C.11 **TAB J - Customer Check Imaging**

1. Describe in detail the bank's product, services, and technology that will be made available to accept the Courts' customers' checks/money orders for immediate credit to the Courts' bank account.

C.12 **TAB K - Stop Payments**

1. The financial institution shall provide an Internet-based stop payment system. Immediate "same day" verification of stop payments is required. Back up procedures (via phone and fax), forms and contacts shall be designated in the event of system failure or emergency.
2. Please provide answers to the following:

- a. The financial institution shall provide on-line stop payment confirmations.
- b. Describe in detail the bank's stop payment services.
- c. Can stop payments be placed on-line?
- d. Will the bank's system verify if a check has been paid before accepting the stop payment?

C.13 **TAB L - ACH Receipt and Electronic Funds**

1. The financial institution shall provide options for receiving payments from various ACH credits, or electronic fund deposits, or receipts as a result of direct payments from wires, vendors, government agencies, and other incoming payments such as Credit and Debit Cards.
2. Describe if the financial institution is capable of providing debit cards to be distributed to customers where the Court determines the amount and the funds are available immediately.
3. Describe in detail the bank's ACH and EFT transactions.

C.14 **TAB M - ACH Origination**

1. The financial institution shall provide an automated wire transfer system providing customer security, accuracy, and ease of transfer.
2. The financial institution shall provide "same day" wire transfer of funds to Federal agencies (including the Department of the Interior) and other vendors.
3. The financial institution shall provide a PC-based or an Internet-based customer initiated wire transfer capability, allowing both repetitive and non-repetitive wires. The system shall have security features (multiple passwords, encryption/authentication, test keys, etc.) acceptable to the Courts.
4. Describe in detail the bank's ACH origination products and services that can meet the Courts' wire transfer requirements described above.

C.15 **TAB N - Account Maintenance**

1. The financial institution shall furnish the following monthly account analysis, monthly bank statements, and annual fiscal statements.
 - a. Monthly Account Analysis. All accounts are to be consolidated into one account analysis. The report shall include a monthly detailed analysis of the financial institution's costs of operating the Courts' bank accounts. The statement should reflect what fees were incurred and that they were waived due to the account balances maintained by the Court. Statement cycles shall be on a calendar month basis.
 - b. Monthly Bank Statements. Monthly bank statements shall be provided within 10 working days following the end of each month and must include a listing of the daily activity for deposits, withdrawals, voided/cancelled checks, return check fees and adjustments. A beginning and ending balance must be provided as well. Cancelled checks must be provided on a CD ROM disk. Immediate access to on-line monthly bank statements at the beginning of each month would be preferable.
 - c. Annual/Fiscal Statements. The annual/fiscal statement shall detail the total annual costs of the banking services provided by the financial institution. The annual statement detailed banking services analysis shall be prepared based on the Courts' fiscal year (Oct. 1 – Sept. 30) and submitted 30 days after the end of each fiscal year.
3. The financial institution shall include the following information in this section:
 - a. Does the financial institution offer on-line bank statements, whereby the Courts can receive the bank statements the first day of the following month?
 - b. How many days after each month's end would the Courts receive analysis statements?

C.16 **TAB O - Web Services**

1. The financial institution shall provide web-based on-line banking services that provide added convenience and cost savings. These web-based on-line banking services should include such services as: image inquiry, image on demand, ability to print images, bank statements, information reporting, stop payments, wire transfers, *Positive Pay*, account balance and transactions inquiries, deposit history, on-line statements and other on-line web applications.

2. The financial institution shall provide copies of paid checks on-line and/or by CD-ROM. Imaging that offers convenience of checks storage of paid checks images and on-line viewing of paid checks images is required.
3. Describe the bank's web services as outlined above.

C.17 **TAB P - Escrow Management**

The Courts' currently maintain funds on deposit as registry/escrow accounts (Family, Criminal, Probate and Civil accounts above under C.5 - Tab D) in a fiduciary capacity. The funds being aggregately maintained in these accounts are typically the result of a formal Court process and/or by a formal order of the Court in many different cases. As such, the financial institution will need to have an electronic tool (an "escrow management tool") to enable the tracking of the detail of each individual case that comprises the aggregated total of funds on deposit in each of these accounts.

Requirements:

1. The financial institution shall have the capability to provide escrow management services designed to track, maintain, and report the DC Courts' escrow accounts by case.
2. The Courts are required to track customers' deposits of escrow funds and disbursement activities for monies held in the Courts' registry. The Courts may be required to pay interest on escrow funds by case pending disposition of a lawsuit filed against the Courts.
3. The escrow management services must include the capability to calculate customers' interest and to be able to be monitored electronically. Although interest may accrue during the "life" of each case, no interest will be assigned or "earned" until a prevailing or entitled party is formally identified in a formal Court Order or other process resulting from the disposition of a case.

Upon consideration of the foregoing requirements, please describe the bank's escrow management services that can be provided and a brief description as to how these services would be provided.

C.19 **TAB R - Bank Compensation**

1. The Courts' average monthly earnings (interest) on available balance over the last two months were \$15,102.56 and the average monthly bank service charges were \$9,094.73.

The financial institution shall include the following information in this section:

- a. What is the bank's Earning Credit Rate based on and how is it calculated?
- b. Describe in detail exactly which types of items and services can be applied against the Courts' account analysis in addition to standard bank services such as on-line transactions, number of checks paid, and number of deposit tickets submitted.

C.20 **TAB S - Bank Branches**

1. The financial institution must have available bank branches in the Washington, DC location to meet customers' immediate banking needs.
2. For at least one of the bank accounts, the Courts disburse a number of checks over-the-counter to customers on a daily basis. Many of those customers do not maintain bank accounts. To provide and assist the customers' immediate banking needs, the Courts require the financial institution to have branch facilities in the Washington, DC downtown location.
2. Number and locations of bank branches in the Washington, DC downtown location.
3. Provide a listing of locations with bank hours and capabilities at each location.

C.21 **TAB T - Training and Support**

1. The financial institution must provide training to the Courts' staff that utilizes any of the services and/or systems provided by the vendor. The selected financial institution shall also provide support for all products and/or services provided to the Courts.
2. Describe the financial institution's policy for providing training and support of the products and services provided.

C.22 **TAB U – Required Exhibits**

The financial institution shall include the following exhibits in its submission:

1. Exhibit 1: Provide a sample of a monthly account analysis statement and the user's guide to the analysis statement.
2. Exhibit 2: Provide a sample of a monthly bank statement.
3. Exhibit 3: Provide a sample of a prior day balance report.
4. Exhibit 4: Provide a sample of a Positive Pay report.
5. Exhibit 5: Provide samples of any other reports you want us to consider.
6. Exhibit 6: Provide a sample of stop payment/cancelled check report.
7. Exhibit 7: Provide a sample of the electronic file of cleared checks.

C.23 **TAB V – MINIMUM QUALIFICATIONS**

This section shall include proof that the financial institution meets the following minimum requirements:

1. Be a Federal or District of Columbia of Columbia chartered financial institution.
2. Be a member of the Federal Reserve System and have access to all services.
3. Be a depository for public funds.
4. Be a full service member bank in good standing among other comparable banks.
5. Be capable of securing funds in excess of the limits established by the Federal Deposit Insurance Corporation (FDIC).

C.24 **TAB W – Banking Services Price Sheet**

A separately bound price proposal must be submitted using the format provided in Attachment J.10 of this solicitation. **The information provided shall be used for evaluation purposes only. PART 1**

SECTION D - PACKAGING AND MARKETING

This section is not applicable to this solicitation.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION OF SERVICES

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

E.1.2 The Contractor shall provide and maintain an inspection system acceptable to the District of Columbia Courts covering the services furnished under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Courts during contract performance and for as long as the contract requires.

E.1.3 The Courts has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Courts shall perform inspections and test in a manner that will not unduly delay the work.

E.1.4 If the Courts perform inspections or test on the premises of the Contractor or subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in the contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

E.1.5 If any of the services do not conform to the contract requirements, the Courts may require the Contractor to perform the services again in conformity with the contract requirements, at no increase in the contract amount. When the defects in services cannot be corrected by reperformance, the Courts may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

E.1.6 If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity with the contract requirements, the Courts may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Courts that is directly related to the performance of such service or (2) terminate the contract for default.

SECTION F - DELIVERIES AND PERFORMANCE

F.1 **Term of Contract:**

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

F.1.2 **Commencement of Work:**

The work starting date for the Contractor shall be mutually agreed upon by the Courts and the Contractor.

F.1.3 **Option Period:**

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

F.1.3.1 **Option to Extend the Term of the Contract:**

The 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 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 Courts to an extension. 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 Courts exercise this option, the extended contract shall be considered to include this option provision.

The total duration of this contract including the exercise of any options under this clause, shall not exceed five (5) years.

F.2 **Deliverables:**

All Deliverables shall be in a form and manner acceptable to the Courts. The Contractor shall complete the tasks and provide to the Contract Administrator the deliverables specified below within the designated time frames:

1. The financial institution shall furnish the following monthly account analysis, monthly bank statements, and annual fiscal statements.
 - a. Monthly Account Analysis. All accounts are to be consolidated into one account analysis. The report shall include a monthly detailed analysis of the financial institution's costs of operating the Courts' bank accounts. Statement cycles shall be on a calendar

month basis.

- b. Monthly Bank Statements. Monthly bank statements shall be provided within 10 working days following the end of each month and must include a listing of the daily activity for deposits, withdrawals, and adjustments. A beginning and ending balance must be provided as well. Cancelled checks must be provided on a CD ROM disk. Immediate access to on-line monthly bank statements at the beginning of each month would be preferable. All transactions need to be transmitted to the Court electronically.

- c. Annual/Fiscal Statements. The annual/fiscal statement shall detail the total annual costs of the banking services provided by the financial institution. The annual statement detailed banking services analysis shall be prepared based on the Courts' fiscal year (Oct. 1 – Sept. 30) and be submitted 30 days after the end of each fiscal year.

SECTION G -CONTRACT ADMINISTRATION DATA

G.1 **Compensation:**

G.1.1 **The Contractor shall be compensated for providing banking services keeping all earnings (interest) generated for the accounts. The Contractor shall not charge the Court an analysis fee for any account deficiencies. Any analysis fee for any account deficiencies shall be offset by the Court's combined monthly earnings (interest) generated by its bank accounts. The Contractor shall not assess an analysis fee if the monthly earnings available amounts are less than the monthly bank services charges. This analysis fee shall be offset by combined monthly earnings (interest) generated by its bank accounts.**

G.2 **Audits:**

G.2.1 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 will be reimbursed for said overpayment within thirty (30) days after written notification.

G.3 **Contracting Officer and Contracting Officer's Technical Representative**

G.3.1 **Contracting Officer:** The District of Columbia Superior Court Contracting Officer who has the appropriate contracting authority is the only Court 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
Washington, D.C. 20001

G.3.2 **Contracting Officer's Technical Representative:** The Contracting Officer's Technical Representative (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, including consulting with technical staff of the Courts' Research and Development Division for review of all deliverables prior to acceptance. The Contract Administrator shall be:

Dana A. Friend
Chief Financial Officer
Budget & Finance Division

616 H Street, N.W., Sixth Floor
Washington, D.C. 20001
202-879-2811

G.4 **Authorized Representative of the Contracting Officer**

G.4.1 The Contract Administrator 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 Contract Administrator shall not have authority to make changes in the scope or terms and conditions of the contract.

G.4.2 **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.**

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.

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 the District of Columbia Courts' "Contract Disputes Procedures," as approved by the Joint Committee on Judicial Administration.

I.5 Laws and Regulations:

All applicable laws, Courts rules and regulations shall apply to the contract throughout, and they will be considered to be included in the contract the same 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 1-2512 (1981 ed.) 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, the Inspector General or any of its 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 to the Contract. 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. 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 622
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 dollar (\$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 2006, 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.

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 Standard Contract Provisions for Use with District of
Columbia Government Supply and Services Contracts**
- J.9 District of Columbia Courts Release of Claims**
- J.10 Base Year Banking Services Price Sheet**

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.1.2.2 (ii - of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- 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

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-16-RP-0038

Caption: "Banking Services"

Proposal Due Date: May 23, 2016, no later than 3:00 p.m.

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 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.1.5 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 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/Statement of Work. The proposal shall include the requisite legal representations, resources which will directly be employed in the project, client references, and a description of similar services provided by the offeror and its key personnel. Failure to address adequately any of these areas may result in the proposal being eliminated from consideration for award.

L.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. **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.2.3 **General Information**

L.2.3.1 In this section of the proposal, the offeror shall

- L.2.3.1.1 Provide a brief description of its organization, including:
 - L.2.3.1.1.1 Ownership structure
 - L.2.3.1.1.2 Ownership by foreign corporation with an interest exceeding five (5) percent.
- L.2.3.1.2 Describe in detail any local organization presence and its relationship with other localities.
- L.2.4 **Technical Approach**
 - L.2.4.1 The offeror shall provide a **comprehensive plan to accomplish the work described in Section "C" - Description/Specifications/Statement of Work.** This shall include:
 - L.2.4.1.1 Overall understanding of the RFP requirements.
 - L.2.4.1.2 Documentation indicating the firm's capabilities and experience with same or similar type of service.
 - L.2.4.1.3 A logical approach to fulfilling the requirements of the RFP.
 - L.2.4.1.4 Staff's expertise, knowledge and experience, as well as, the organizational capacity to fulfill the stated obligations; and
 - L.2.4.1.5 Background and experience of all potential project personnel, resumes for the proposed staff that meet the requirements of Section C of this solicitation, if applicable.
- L.2.5 **Experience, Qualifications and Resumes**
 - L.2.5.1 Each Offeror must provide the following information in this section:
 - L.2.5.1.1 Whether the offeror is a corporation, joint venture, partnership (including type of partnership) or individual;
 - L.2.5.1.2 Articles of incorporation, partnership or joint venture agreement;
 - L.2.5.1.3 **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 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.2.5.1.4 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;

L.2.5.1.5 Name, address, and current phone number of offeror's contact person; and

L.2.5.1.6 **Three (3) recent letters of reference to include information about previously performed District or federal or private contracts providing similar and/or like services, inclusive of dates, contract amount, address and telephone number of the contract administrator. Each reference letter shall address client's satisfaction with offeror's performance and deliverables on similar projects.**

L.2.6 **Disclosure**

L.2.6.1 This section of the proposal shall include the disclosure information described below:

L.2.6.1.1 Disclosure details of any legal action or litigation past or pending against the offeror;

L.2.6.1.2 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.2.6.1.3 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.2.7 **Price Proposal**

L.2.7.1 **A separately bound price proposal must be submitted using the format provided in Attachment J.10. This pricing information will be used for evaluation purposes only.**

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:

Jeffrey Washington, Contract Specialist
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
Phone No.: 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 e-mail by April 28, 2016.** Requests should be directed to the procurement contact person at the 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 award a contract to the responsible offeror for the services required under this RFP whose proposal is determined to be most advantageous to the Court, taking into consideration the evaluation factors set forth in Section M. In addition to the evaluation factors specified in Section M.1, a firm must meet the general responsibility criterion specified in section M.4.A. of this RFP to be considered for award.

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.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).

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 not 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 **The Contractor shall be allowed to keep all earnings (interest) generated by the accounts. The Contractor shall be compensated for providing banking services keeping all earnings (interest) generated by the accounts. The Contractor shall not charge the Court any fee (analysis fee or otherwise) for any account deficiencies. Fees for any account found to be deficient shall be offset by the Court's combined earnings (interest) generated by its bank accounts. The Contractor shall not assess any fee (analysis fee or otherwise) if the monthly earnings available amounts are less than the monthly bank**

services charges. This analysis fee shall be offset by combined earnings (interest) generated by its bank accounts.

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 offeror must 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, followed by 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.

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 to keep its offer open for a period of one hundred and eighty (180) days from the date specified in the solicitation for the submission of proposals. If the Court requests Final Proposal Revision (FPR), the offeror shall keep its FPR open for a period of ninety (90) days from the date specified for submission of the FPRs.

L.24 **Interview:**

The Court will schedule interviews with offeror deemed to be in the competitive range to allow for a final presentation of the offerors' banking services and products.

L.25 **Pre-Proposal Conference:**

A pre-proposal conference will be held at 10:00 AM – 11:00 AM on April 19, 2016, in the Budget & Finance Division (Fishbowl) Suite 600 - Gallery Place, 616 H Street, N.W. Washington, D.C. 20001. All interested persons/firms should plan to attend.

PART V

SECTION M - EVALUATION FACTORS

M.1 Evaluation for Award

Upon receipt of the written proposals, all responses will be evaluated and ranked by the Courts utilizing the written Evaluation Criteria under Section M.2. Interviews may be conducted with the three highest scoring offerors based on the written proposal evaluation criteria. The recommendation for award will be based upon the total scores from the evaluation of the written proposals, and if applicable, plus the interview. Upon approval of the recommendation of award by the Administrative Officer, the Courts will enter into contract negotiations with the highest ranked offeror based on the combined scores of the written and interview evaluation criteria. Should the highest ranked offeror be unable to complete negotiation of a contract with the Courts the next highest ranked offeror will be selected for contract negotiations.

M.2 Evaluation Criteria

The following criteria will be used for the written evaluation:

Item No.	EVALUATION CRITERIA	MAXIMUM POINTS
M.2.1	Qualifications – Demonstration of meeting the minimum qualifications, ability to meet the Courts’ requirements as outlined in Tab A – Tab V of the solicitation.	0 - 70
M.2.2	Technical Approach (Please refer to Section L.2.4)	0 - 10
M.2.3	Price - TAB W (Please refer to Attachment J.10)	0 - 20
	Total	100

M.3 Determination of Points for Price

M.3.1 The offeror’s total price specified in Attachment J.10 should be included with the initial response to this solicitation. Price evaluation will account for up to 20 points of the total score. Unlike the technical evaluation, the price evaluation will be more objective. Hence, the offeror with the lowest total price will receive the maximum points. All other proposals will receive a proportionately lower total score.

M.3.2 Actual points assigned to each offeror will be based on the offeror's total price for and will be computed in accordance with the following formula. The offeror with the lowest total price will receive the maximum points.

M.3.3 All other proposals will receive a proportionately lower total score. See the following formula:

M.3.3.1
$$\frac{\text{Lowest total Price Proposal} \times (20) \text{ Weight}}{\text{Price of Proposal Being Evaluated}} = \text{Price Score}$$

M.3.3.2 Total Points: (technical and price): 0-100 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.4.1.6 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.