

**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
ATTN: DARLENE D. REYNOLDS
616 H STREET, N.W., ROOM 612
WASHINGTON, D.C. 20001

DATE ISSUED: December 9, 2015
OPENING DATE: December 9, 2015
OPENING DATE: _____
OPENING TIME: _____

SOLICITATION NUMBER: DCSC-16-RP-0007

CLOSING DATE: January 12, 2016
CLOSING TIME: 2:00 P.M.

OFFER/BID FOR: Court Recording and Records Division (CRRD)
Transcription Services

MARKET TYPE: Open Market

TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE	(X)	SEC.	DESCRIPTION	PAGE
X	A	Solicitation/Offer/Award Form	1	X	H	Special Contract Requirements	21
X	B	Supplies or Services & Price /Cost	6	X	I	Contract Clauses	23
X	C	Description/Specs. Work Statement	12	X	J	List of Attachments	26
	D	Packaging and Marking	14	X	K	Representation Certificates	27
X	E	Inspection and Acceptance	14	X	L	Instructions, Conditions, Notices	30
X	F	Deliveries and Performance	16	X	M	Evaluation Factors for Award	42
X	G	Contract Administration Data	17				

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.	
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: _____ (Seal)
	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	

All written communications regarding this solicitation should be addressed to the Contracting Officer and should be directed by email to Darlene D. Reynolds, Senior Contract Specialist at darlene.reynolds@dcsc.gov.

This solicitation is an **OPEN MARKET** procurement.

REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS

1. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

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

2. WALSH-HEALY ACT

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

(a) Regular Dealer

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

(b) Manufacturer

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

3. BUY AMERICAN CERTIFICATION

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

EXCLUDED END PRODUCTS

COUNTRY OR ORIGIN

4. OFFICERS NOT TO BENEFIT CERTIFICATION

Each Offeror shall check one of the following:

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

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

5. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory;
 - (1) Is the person in the Offeror’s organization responsible for determining the

prices being offered in this offer, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above; or

- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above:

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

- (ii) As an authorized agent, does certify that the principals named in subdivision (b) (2) (1) above have not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above; and
- (iii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.

- (c) If Offeror deletes or modifies subparagraph (a) (2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

4. TYPE OF BUSINESS ORGANIZATION

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

5. PAYMENT IDENTIFICATION NO.

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

Please list below applicable vendor information:

Federal Tax Identification Number: _____

Or

Social Security Number: _____

Dun and Bradstreet Number: _____

Legal Name of Entity Assigned this Number: _____

Street Address and/or Mailing Address: _____

City, State, and Zip Code: _____

Type of Business: _____

Telephone Number: _____

Fax Number: _____

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

PART I

SECTION B - SUPPLIES OR SERVICES AND PRICE/COST

- B.1 The District of Columbia Courts are seeking a qualified Contractor to perform all services and provide staff to transcribe electronically/digitally recorded tapes of Court proceedings.
- B.2 The Contractor shall submit a price for the Base Year and all Option Years for any or all services specified below and in accordance with Section C of the Request for Proposals (RFP). The quantities listed below are estimates only and do not represent a commitment by the Courts to purchase specific quantities of the requested services. The Courts anticipates a single award as a result of the proposals received in response to this solicitation.

B.3 CONTRACT PRICE:

The Courts intends to award an indefinite delivery, indefinite quantity (IDIQ) contract, effective for the period stated in Sections B.4 through B.4.4--Price Schedule.

Price shall be specified based on time specifications: Pick-up CDs daily, if necessary, to be transcribed from the Court Reporting and Recording Office, Superior Court of the District of Columbia, 500 Indiana Avenue, N.W., Room 5400, Washington, DC 20001 and deliver CDs and Transcripts based on time specifications (Eastern Standard Time EST) as specified below:

B.4 -- BASE PERIOD (Date of Award through One year)

CLIN #	Description of Services	Estimated Minimum Quantity	Unit	Unit Price	Total Amount	Estimated Maximum Quantity	Unit	Total Amount
0001	REGULAR TRANSCRIPTION SERVICES --include an Original and one (1) electronic copy transcripts; with pick up between 2:00 p.m. and 4:00 p.m. and delivery within the next twenty (20) calendar days.	27,000	pages	\$ _____	\$ _____	120,000	pages	\$ _____
0002	SPECIAL SERVICES (Special Services shall be in accordance with Requirements listed under Section C.2 of this solicitation and are as follows:)							
0002 (A)	A. SAME DAY SERVICE: Pick up no later than 12:00 noon and deliver by 4:00 p.m. same day.	1,000	pages	\$ _____	\$ _____	120,000	pages	\$ _____
0002 (B)	B. DAILY COPY: Pick up between 2:00 p.m. and 4:00 p.m. and deliver within the next business day by 8:30 a.m.	2,000	pages	\$ _____	\$ _____	120,000	pages	\$ _____
0002 (C)	C. EXPRESS COPY: Pick up between 2:00 p.m. and 4:00 p.m. and deliver within the next two (2) business days by 8:30 a.m.	5,000	pages	\$ _____	\$ _____	120,000	pages	\$ _____
0002 (D)	D. EXPEDITE COPY: Pick up between 2:00 p.m. and 4:00 p.m. and deliver within the next five (5) calendar days	20,000	pages	\$ _____	\$ _____	120,000	pages	\$ _____
0002 (E)	E. INTERMEDIATE COPY: Pick up between 2:00 p.m. and 4:00 p.m. and deliver within the next ten (10) calendar days	25,000	pages	\$ _____	\$ _____	120,000	pages	\$ _____
0003	Navy Blue 3 hole pronged Covers			\$ _____	\$ _____			\$ _____
					Total:			Total :

B.4.1 -- OPTION YEAR ONE (Date of Award through One Year)

CLIN #	Description of Services	Estimated Minimum Quantity	Unit	Unit Price	Total Amount	Estimated Maximum Quantity	Unit	Total Amount
1001	REGULAR TRANSCRIPTION SERVICES --include an Original and one (1) electronic copy transcripts; with pick up between 2:00 p.m. and 4:00 p.m. and delivery within the next twenty (20) calendar days.	27,000	pages	\$ _____	\$ _____	120,000	pages	\$ _____
1002	SPECIAL SERVICES (Special Services shall be in accordance with Requirements listed under Section C.2 of this solicitation and are as follows:)							
1002 (A)	A. SAME DAY SERVICE: Pick up no later than 12:00 noon and deliver by 4:00 p.m. same day.	1,000	pages	\$ _____	\$ _____	120,000	pages	\$ _____
1002 (B)	B. DAILY COPY: Pick up between 2:00 p.m. and 4:00 p.m. and deliver within the next business day by 8:30 a.m.	2,000	pages	\$ _____	\$ _____	120,000	pages	\$ _____
1002 (C)	C. EXPRESS COPY: Pick up between 2:00 p.m. and 4:00 p.m. and deliver within the next two (2) business days by 8:30 a.m.	5,000	pages	\$ _____	\$ _____	120,000	pages	\$ _____
1002 (D)	D. EXPEDITE COPY: Pick up between 2:00 p.m. and 4:00 p.m. and deliver within the next five (5) calendar days	20,000	pages	\$ _____	\$ _____	120,000	pages	\$ _____
1002 (E)	E. INTERMEDIATE COPY: Pick up between 2:00 p.m. and 4:00 p.m. and deliver within the next ten (10) calendar days	25,000	pages	\$ _____	\$ _____	120,000	pages	\$ _____
1003	Navy Blue 3 hole pronged Covers			\$ _____	\$ _____			
					Total:			Total :

B.4.2 -- OPTION YEAR TWO (Date of Award through Two Year)

CLIN #	Description of Services	Estimated Minimum Quantity	Unit	Unit Price	Total Amount	Estimated Maximum Quantity	Unit	Total Amount
2001	REGULAR TRANSCRIPTION SERVICES --include an Original and one (1) electronic copy transcripts; with pick up between 2:00 p.m. and 4:00 p.m. and delivery within the next twenty (20) calendar days.	27,000	pages	\$ _____	\$ _____	120,000	pages	\$ _____
2002	SPECIAL SERVICES (Special Services shall be in accordance with Requirements listed under Section C.2 of this solicitation and are as follows:)							
2002 (A)	A. SAME DAY SERVICE: Pick up no later than 12:00 noon and deliver by 4:00 p.m. same day.	1,000	pages	\$ _____	\$ _____	120,000	pages	\$ _____
2002 (B)	B. DAILY COPY: Pick up between 2:00 p.m. and 4:00 p.m. and deliver within the next business day by 9:00 a.m.	2,000	Pages	\$ _____	\$ _____	120,000	pages	\$ _____
2002 (C)	C. EXPRESS COPY: Pick up between 2:00 p.m. and 4:00 p.m. and deliver within the next two (2) business days by 9:00 a.m.	5,000	pages	\$ _____	\$ _____	120,000	pages	\$ _____
2002 (D)	D. EXPEDITE COPY: Pick up between 2:00 p.m. and 4:00 p.m. and deliver within the next five (5) calendar days	20,000	pages	\$ _____	\$ _____	120,000	pages	\$ _____
2002 (E)	E. INTERMEDIATE COPY: Pick up between 2:00 p.m. and 4:00 p.m. and deliver within the next ten (10) calendar days	25,000	pages	\$ _____	\$ _____	120,000	pages	\$ _____
2003	Navy Blue 3 hole pronged Covers			\$ _____	\$ _____			
					Total:			Total :

B.4.3 -- OPTION YEAR THREE (Date of Award through Three Year)

CLIN #	Description of Services	Estimated Minimum Quantity	Unit	Unit Price	Total Amount	Estimated Maximum Quantity	Unit	Total Amount
3001	REGULAR TRANSCRIPTION SERVICES --include an Original and one (1) electronic copy transcripts; with pick up between 2:00 p.m. and 4:00 p.m. and delivery within the next twenty (20) calendar days.	27,000	pages	\$ _____	\$ _____	120,000	pages	\$ _____
3002	SPECIAL SERVICES (Special Services shall be in accordance with Requirements listed under Section C.2 of this solicitation and are as follows:)							
3002 (A)	A. SAME DAY SERVICE: Pick up no later than 12:00 noon and deliver by 4:00 p.m. same day.	1,000	pages	\$ _____	\$ _____	120,000	pages	\$ _____
3002 (B)	B. DAILY COPY: Pick up between 2:00 p.m. and 4:00 p.m. and deliver within the next business day by 8:30 a.m.	2,000	pages	\$ _____	\$ _____	120,000	pages	\$ _____
3002 (C)	C. EXPRESS COPY: Pick up between 2:00 p.m. and 4:00 p.m. and deliver within the next two (2) business days by 8:30 a.m.	5,000	pages	\$ _____	\$ _____	120,000	pages	\$ _____
3002 (D)	D. EXPEDITE COPY: Pick up between 2:00 p.m. and 4:00 p.m. and deliver within the next five (5) calendar days	20,000	pages	\$ _____	\$ _____	120,000	pages	\$ _____
3002 (E)	E. INTERMEDIATE COPY: Pick up between 2:00 p.m. and 4:00 p.m. and deliver within the next ten (10) calendar days	25,000	pages	\$ _____	\$ _____	120,000	pages	\$ _____
3003	Navy Blue 3 hole pronged Covers			\$ _____	\$ _____		\$ _____	
					Total:			Total :

B.4.4 -- OPTION YEAR FOUR (Date of Award through Four Year)

CLIN #	Description of Services	Estimated Minimum Quantity	Unit	Unit Price	Total Amount	Estimated Maximum Quantity	Unit	Total Amount
4001	REGULAR TRANSCRIPTION SERVICES --include an Original and one (1) electronic copy transcripts; with pick up between 2:00 p.m. and 4:00 p.m. and delivery within the next twenty (20) calendar days.	27,000	pages	\$ _____	\$ _____	120,000	pages	\$ _____
4002	SPECIAL SERVICES (Special Services shall be in accordance with Requirements listed under Section C.2 of this solicitation and are as follows:)							
4002 (A)	A. SAME DAY SERVICE: Pick up no later than 12:00 noon and deliver by 4:00 p.m. same day.	1,000	pages	\$ _____	\$ _____	120,000	pages	\$ _____
4002 (B)	B. DAILY COPY: Pick up between 2:00 p.m. and 4:00 p.m. and deliver within the next business day by 8:30 a.m.	2,000	pages	\$ _____	\$ _____	120,000	pages	\$ _____
4002 (C)	C. EXPRESS COPY: Pick up between 2:00 p.m. and 4:00 p.m. and deliver within the next two (2) business days by 8:30 a.m.	5,000	pages	\$ _____	\$ _____	120,000	pages	\$ _____
4002 (D)	D. EXPEDITE COPY: Pick up between 2:00 p.m. and 4:00 p.m. and deliver within the next five (5) calendar days	20,000	pages	\$ _____	\$ _____	120,000	pages	\$ _____
4002 (E)	E. INTERMEDIATE COPY: Pick up between 2:00 p.m. and 4:00 p.m. and deliver within the next ten (10) calendar days	25,000	pages	\$ _____	\$ _____	120,000	pages	\$ _____
4003	Navy Blue 3 hole pronged Covers			\$ _____	\$ _____		\$ _____	\$ _____
					Total:			Total :

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

- C.1** The District of Columbia Courts (hereinafter referred to as “the Courts”), is soliciting bids from qualified vendors to perform all services and provide staff to transcribe electronically/digitally recorded audio of Court proceedings.
- C.1.1** The Contractor shall supply trained, qualified and experienced staff to transcribe Electronically/digitally recorded CDs of court proceedings taken in the District of Columbia Superior Court. **The estimated annual volume of recorded proceedings is a minimum of 80,000 pages and a maximum of 120,000 pages for the cumulative services listed in Sections B.4.1 through B.4.4—Price Schedule.**
- C.1.2** The medium of sending transcription to the Contractor will be on CD disk. The Contractor shall provide all equipment necessary to produce work product as described in Section C – Description/Specifications/Work Statement.
- C.2 Contract Specifications:**
- C.2.1** CLIN 0001--Regular Transcription Services include an original and one (1) electronic copy for transcripts with pick up between 2:00 p.m. and 4:00 p.m. and delivery within the next twenty (20) calendar days.
- C.2.2** CLIN 0002—Special Services reflect the total of all special services listed in CLIN 0002A through CLIN 0002E, CLIN 1002A through CLIN 1002E, CLIN 2002A through CLIN 2002E, CLIN 3002A through CLIN 3002E and CLIN 4002A through CLIN 4004E. **The total estimated minimum quantity of pages requested under all special services categories is 80,000 pages.** Orders placed for non-appeal transcripts shall include an original and one (1) electronic copy of the transcript.
- C.2.3** CLIN 0002A, CLIN 1002A, CLIN 2002A, CLIN 3002A and CLIN 4002A—Same Day Service: Pick up no later than 12:00 noon and delivery by 4:00 p.m. same day.
- C.2.4** CLIN 0002B, CLIN 1002B, CLIN 2002B, CLIN 3002B and CLIN 4002B—Daily Copy: Pick up between 2:00 p.m. and 4:00 p.m. and deliver within the next business day by 8:30 a.m.
- C.2.5** CLIN 0002C, CLIN 1002C, CLIN 2002C, CLIN 3002C and CLIN 4002C—Express Copy: Pick-up between 2:00 p.m. and 4:00 p.m. and deliver within the next two (2) business days by 8:30 a.m.
- C.2.6** CLIN 0002D, CLIN 1002D, CLIN 2002D, CLIN 3002D and CLIN 4002D—Expedite Copy: Pick up between 2:00 p.m. and 4:00 p.m. and deliver within the next five (5) calendar days.

- C.2.7 CLIN 0002E, CLIN 1002E, CLIN 2002E, CLIN 3002E and CLIN 4002E—
Intermediate Copy: Pick up between 2:00 p.m. and 4:00 p.m. and deliver within
ten (10) calendar days.
- C.2.8 CLIN 0003, CLIN 1003, CLIN 2003, CLIN 3003 and CLIN 4004--Additional
Copies—hard copies and electronic copies of transcripts verbatim of recorded audio
Court proceedings as ordered.
- C.2.9 The Contractor shall produce official Court transcripts in the form specified by the
Courts and shall transcribe verbatim from the Court's digitally recorded
proceedings.
- C.2.10 The Contractor shall print the original transcript and all copies in black New Courier
12pt font. The original transcript and each copy shall be legible without any
interlineations materially defacing the transcript.
- C.2.11 The Contractor shall prepare transcript on 20 pound white paper of good quality.
The paper shall be a 3-hole punched, 8 ½ X 11 inches in size.
- C.2.12 The Contractor shall use a left-hand margin of one and fourth quarters inches and a
right-hand margin of three-eighths (3/8) inch and must be at least 60 characters per
line. Transcript will have twenty-five double spaced lines to a page. Each page of
transcript shall bear numbers indicating each line of transcription upon each page (i.e.
from 1-25 inclusive) that are printed at the left marginal line of the original transcript.
The typing shall begin as close as possible to the left ruled marginal line, with words
properly hyphenated when necessary.
- C.2.13 The pagination of the transcript shall be in a single series of consecutive numbers of
each case. The Contractor shall place the number flush with bottom right-hand margin
below the last line of transcription.
- C.2.14 The Contractor shall bind the original transcript with a clear front and navy blue back
cover, three-hole pronged cover. (A sample will be provided by the Courts.) Based on
the number of electronic transcripts produced, the Contractor shall forward navy blue
covers for electronic transcripts separately to the COTR weekly.
- C.2.15 Any transcript containing testimony must have an index.
- C.2.17 Transcripts shall be punched with three holes in the left margin. The holes are to be
four and one fourth inches center to center, with the middle hole centered in the page.
- C.2.18 Each transcript is to include a title page indicating: court name, division, case number,
docket number, name and title of judge or other judicial officer presiding over type of
proceedings, date of proceedings, volume number, name of each attorney and name of

party represented, whether a jury was present, control number of transcript in the bottom right hand corner, Contractor's name and address.

C.2.19 The Contractor shall authenticate the original transcript with a "Certificate" page and an electronic signature on the last page of each transcript on a form approved by the Court.

C.2.20 The Courts may make changes to the transcript format requirements to conform to changes in the Court Reporting Rules.

C.2.21 **All interested Contractors are required to pick-up a copy of the solicitation package and sample transcripts on a CD and all other sample documents from:**

**Darlene D. Reynolds, CPPB
Senior Contract Specialist
Administrative Services Division
Procurement and Contracts Branch
700 7th Street, NW, Suite 612
Washington, DC 20001
(202) 879-2872.**

C.3 Minimum Years of Experience for Contractor

C.3.1 The Contractor shall have a minimum of five (5) years of experience providing transcription services to a federal, state or local Court. A list of references shall be made available to the Court to assist in its evaluation process.

C.4 Minimum Years of Experience and Education of Contractors Key Personnel

C.4.1 The Contractor's key personnel shall have a minimum of five (5) years of experience providing transcription services to a federal, state or local Court.

PART 1

SECTION D - PACKAGING AND MARKING

This section is not applicable to this solicitation.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 Inspection Of Services and Acceptance

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. The following information must be included in “Quality Assurance Checklist” that must be included for each transcript: Control Number, Page Number, Line Number, Time of Recording, Error (to include indiscernible, inaudible, unknown or unidentified speaker, partial transcript (recording ends abruptly)).

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 shall not unduly delay the work.

E.1.4 If any of the services do not conform with 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.1.5 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.

E.1.6 The Contractor shall experience a ten percent (10%) rate reduction for each order not delivered within timeframes specified for each service, in accordance with Section C-Statement of Work and Section F.3—Deliverables. **The Contractor’s timely performance is critical to the Court Reporting and Recording Division. Therefore, late transcription services will be viewed unfavorably, duly noted in the Contractor’s performance evaluation and reported to the Contracting Officer.**

E.2 ACCEPTANCE OF SERVICES:

Services shall be accepted by the Contracting Officer’s Technical Representative (COTR). The COTR will be identified in Section G of this solicitation.

SECTION F - DELIVERIES AND PERFORMANCE

F.1 Term of Contract:

- F.1.1 The base 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.2 Commencement of Work:

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

F.2 Option Period:

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

F.2.1 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 exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the 30-day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

- F.2.2 If the Courts exercise this option, the extended contract shall be considered to include this option provision. The exercise of any option under this contract is contingent upon the appropriation of funds for the respective option period. However, the availability of funds does not obligate the Courts to exercise this option year.

- F.2.3 The Offeror shall include in its **price** proposal, the **price** for the base year and all option years. Failure to submit **price** for base year and all option years may cause the Courts to exclude your offer from further consideration.

- F.2.4 The total duration of this contract including the exercise of any options under this clause, shall not exceed five (5) years.

F.3 Deliverables:

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

- F.3.1 Time Specifications: Pick-up CDs daily, if necessary, to be transcribed from the Court Reporting and Court Recording Division, Superior Court of the District of Columbia, 500 Indiana Avenue, NW, Room 5400, Washington, DC 20001 and deliver CDs and transcripts as specified below:

- F.3.2 CLIN 0001--Regular Transcription Services include an original and one (1) electronic copy for transcripts with pick up between 2:00 p.m. and 4:00 p.m. and delivery within the next twenty (20) calendar days.
- F.3.3 CLIN 0002—Special Services reflect the total of all special services listed in CLIN 0002A through CLIN 0002E, CLIN 1002A through CLIN 1002E, CLIN 2002A through CLIN 2002E, CLIN 3002A through CLIN 3002E and CLIN 4002A through CLIN 4004EA. The estimated minimum quantity of pages for each special service category is an annual total of 80,000 pages.
- F.3.4 CLIN 0002A, CLIN 1002A, CLIN 2002A, CLIN 3002A and CLIN 4002A—Same Day Service: Pick up no later than 12:00 noon and delivery by 4:00 p.m. same day.
- F.3.5 CLIN 0002B, CLIN 1002B, CLIN 2002B, CLIN 3002B and CLIN 4002B—Daily Copy: Pick up between 2:00 p.m. and 4:00 p.m. and deliver within the next business day by 8:30 a.m.
- F.3.6 CLIN 0002C, CLIN 1002C, CLIN 2002C, CLIN 3002C and CLIN 4002C—Express Copy: Pick-up between 2:00 p.m. and 4:00 p.m. and deliver within the next two (2) business days by 8:30 a.m.
- F.3.7 CLIN 0002D, CLIN 1002D, CLIN 2002D, CLIN 3002D and CLIN 4002D—Expedite Copy: Pick up between 2:00 p.m. and 4:00 p.m. and deliver within five (5) calendar days.
- F.3.8 CLIN 0002E, CLIN 1002E, CLIN 2002E, CLIN 3002E and CLIN 4002E—Intermediate Copy: Pick up between 2:00 p.m. and 4:00 p.m. and deliver within ten (10) calendar days.

SECTION G -CONTRACT ADMINISTRATION DATA

G.1 **Payment/Invoices.**

The Contractor shall be compensated at the established unit price. The Contractor shall invoice the Courts with each delivery. The Contractor shall prepare invoice in duplicate and submit one to the **Contracting Officer's Technical Representative (COTR)** and one to the **Banking and Finance Branch** with each delivery of transcript services. (See Section G.2.1 for Payment Office Address and Section G.5.2 for COTR information.) The COTR shall review each invoice for certification of receipt of satisfactory services prior to authorization of payment. Payments shall be processed by the Banking and Finance Branch within thirty (30) calendar days, upon completion of transcripts services by the Contractor and receipt of COTR certification for each invoice processed.

G.1.2 The Contractor shall be paid by direct deposit in two fashions. All CJA and CCAN transcripts will be billed and paid separately through the Court's Web Voucher System (WVS). The COTR will designate which transcripts is CJA/CCAN on the delivery receipt. The contractor shall be provided access to WVS to view the status of any CJA/CCAN payment, if so desired. All other cases are to be billed on one (1) invoice per delivery. Invoices may be grouped together and paid in one (1) payment.

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 to include case name, case number, date of proceedings, etc.;
- 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.
- k. Separate/individual invoices for each CJA/CCAN transcript received.

G.1.4 The Contractor shall submit an invoice with each delivery of transcript services.

G.1.5 In addition, the Contractor shall complete **Attachment J.8 - District of Columbia Courts Release of Claims form** and submit to the Contracting Officer.

G.2. **Payment Office.**

G.2.1 The Contractor shall prepare and submit an invoice to each of the following:

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

Ms. Lori Edley
Records Production Administrator
Court Reporting and Recording Division
D.C. Superior Courts

500 Indiana Ave., N.W., Suite 5420
Washington, D.C. 20001
202-879-1757

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 **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 an overpayment is found, the Courts shall be reimbursed for said overpayment within thirty (30) days after written notification.

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

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

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

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

Ms. Lori Edley
Records Production Administrator
DC Court Reporting and Recording Division
500 Indiana Avenue, N.W., Suite 5420, Washington, DC 20001
Telephone Number: (202) 879-1757

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.

SECTION H - SPECIAL CONTRACTS REQUIREMENTS

H.1 Other Contractors.

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

H.2 Disclosure of Information.

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

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

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

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

H.3 Rights in Data.

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

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

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

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

H.4 **Security 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.

H.5 **Wage Rates**

The Contractor is bound by the attached Wage Determination No.2005-2104, Revision No.: 18, dated 7/14/2015, issued by the U.S. Department of Labor, in accordance with the Service Contract Act of 1965, as amended (41 U.S.C. 351, incorporated herein as Attachment J.10. The Contractor shall be bound by the prevailing wage rates for the term of the contract. If the Courts exercise any option year, the Contractor shall be bound by the wage determinations in effect at that time.

PART II

SECTION I - CONTRACT CLAUSES

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

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

I.2 Restriction On Disclosure and Use of Data.

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

I.3 Ethics in Public Contracting.

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

I.4 Disputes.

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

I.5 Laws and Regulations.

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

I.6 Non-Discrimination.

The Contractor agrees that it will comply with the nondiscrimination requirements set forth in D.C. Code, Section 2-1402.11(Supp. 2006) which will be incorporated into any contract awarded. The Contractor agrees to comply with requests from the Courts to support the Contractor's adherence to this section.

I.7 Examination of Books and Records.

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

- I.8 **Record Keeping.**
The Contractor shall be expected to maintain complete and accurate records justifying all actual and accrued expenditures. The Contractor's records shall be subject to periodic audit by the Court.
- I.9 **Subcontracts.**
None of the Contractor's work or services hereunder may be subcontracted by the Contractor to any subcontractor without the prior, written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement which the Courts shall have the rights to review and approve prior to its execution. Notwithstanding any such subcontractor approved by the Court, the Contractor shall remain liable to the Courts for all contractors' work and services required hereunder.
- I.10 **Protest.**
- I.10.1 Any aggrieved person may protest this solicitation, award or proposed contract award in accordance with Chapter 8 of the Procurement Guidelines of the District of Columbia Courts. Protest shall be filed in writing, within ten (10) working days after the basis of the protest is known (or should have been known), whichever is earlier with the Contracting Officer at:
- I.10.1.1 Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 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 one hundred thousand dollars (\$100,000) 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 2010, 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 District of Columbia Courts Release of Claims**
- J.9 Past Performance Evaluation Form**
- J.10 Supplier Information Form**

PART IV

REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

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

K.1.1 Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

Solicitation Number: DCSC-16-RP-0007

Caption: Court Reporting and Recording Division Transcription Services

Proposal Due Date & Time: Tuesday, January 12, 2016
2:00 p.m., EST

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 without restriction, information contained in this proposal package if it is obtained from another source.

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

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

District of Columbia Courts
Administrative Services Division
Procurement and Contracts Branch
Attn: Darlene D. Reynolds, Senior Contract Specialist
616 H Street, N.W., Suite 622
Washington, D.C. 20001

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

District of Columbia Courts
Administrative Services Division
Procurement and Contracts Branch
Attn: Darlene D. Reynolds, 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 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.2.9 – Price Proposal.**

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

Tab A	Work Plan: A. Describe the offeror’s understanding of the requirements. B. Describe the firm’s technical and management approach to accomplishing the requirements within the required time frame. C. Identify the number of hours required to accomplish the Requirements and milestones and work breakdown structures. D. Describe which portions of the effort will be subcontracted, if any. E. Identify all the deliverables.
Tab B	Qualifications of Contractor Experience of Key Personnel: A. Qualifications and experience of key personnel. B. Supervision to be exercised over the key personnel.
Tab C	Past Performance: List of all references and Attachment J.10. Please refer to Clause L.2.7.

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.2.9)
Tab B	Contractual Information – all other required information as specified in Clause L.2.4 and L.10

L.2.2.3 **Each offeror shall submit one (1) completed copy of the RFP, one (1) original and three (3) copies of the Technical Proposal, and one (1) original 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.2.4 **General Information.**

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

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

L.2.4.1.2 Ownership structure;

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

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

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

L.2.4.1.6 If the offeror is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements; and

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

L.2.5 **Technical Approach**

L.2.5.1 The offeror shall provide a **comprehensive plan to accomplish the work described in Section "C" - Description/Specifications/Statement of Work.** This shall include:

L.2.5.1.1 Overall understanding of the RFP requirements.

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

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

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

- L.2.5.1.5 Clearly defined project responsibilities and accountability.
- L.2.5.1.6 Appropriate management and staffing to the project team.
- L.2.6 Each Offeror must provide the following information in this section:
 - L.2.6.1.1 Name, Address, Telephone Number, DUNS Number and federal tax identification number of the offeror;
- L.2.7 **Past Performance:**
 - L.2.7.1 The information requested in this section shall facilitate the evaluation of the Offeror's past performance in delivering the Court's requirements as described herein. Offeror without a record of relevant past performance or for whom information on past performance is not available; the offeror may not be evaluated favorably or unfavorably on past performance.
 - L.2.7.2 The Offeror shall provide any information to substantiate the Offeror's past performance in completing the requirements of Section C. The Offeror shall provide the following information:
 - L.2.7.3 References: The offeror shall submit a list of all references for which services of this nature have been provided in the past five (5) years. The list shall include the name, address, telephone number, and e-mail address of the contact person.
 - L.2.7.4 In addition, the offeror shall have at least three (3) past performance references complete a Past Performance Evaluation Form (Attachment J.9). This information will be used to query previous customers regarding Offerors past performance on contracts. Offerors shall assure that customers listed in the proposal complete and sign the Performance Evaluation Form and return them with the technical proposal submission. For each reference contacted, the contact person will be requested to confirm the Period of performance, dollar amount, Timeliness of Performance, Cost Control Business Relations and Customer Satisfaction.
 - L.2.7.5 Past performance information will be used for both responsibility determinations and as an evaluation factor against which Offeror's relative ranking will be compared in accordance with the evaluation criteria set forth in Section M. The Court will focus on information that demonstrates quality of performance relative to the similarity of scope, magnitude and complexity to that detailed in the RFP.

In determining the rating for the past performance, the Court may give consideration to the contracts, which are relevant to the RFP.

L.2.7.6 The Court reserves the right to contact the owners of projects known to have been completed within the last three (3) years but not supplied as references, and the information received may be used in the evaluation of past performance.

L.2.8 **Disclosure.**

L.2.8.1 This section of the proposal shall include the disclosure information described below:

L.2.8.1.1 **Disclosure details of any legal action or litigation past or pending against the offeror;**

L.2.8.1.2 **A statement that the offeror knows of no conflict between its interests and those of the District of Columbia Courts; and further that the offeror knows of no facts or circumstances that might create the appearance of a conflict between its interests and those of the District of Columbia Courts; and**

L.2.8.1.3 Documentary evidence (e.g. certificates) that the offeror is authorized to conduct business in the District, and the offeror is current in its tax obligation to the District of Columbia.

L.2.9 **Price Proposal.**

L.2.9.1 A separately bound price proposal must be submitted using the format provided in Section "B" of this RFP. The price furnished by the offeror shall be 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 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** no later than **Wednesday, December 16, 2015, 2:00 p.m., EST** to:

Darlene D. Reynolds, 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
darlene.reynolds@dcsc.gov
Telephone: 202-879-2872

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 Wednesday, December 16, 2015, by 2:00 p.m., EST.** Requests should be directed to the procurement contact person at the e-mail address listed in Section L.4. Any substantive information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment to the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.6 Changes to the RFP.

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

L.7 Contract Award.

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

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

L.7.3 Final Proposal Revisions (FPRs).

The Courts may award a contract upon the basis of initial offers received, without discussions. Therefore, each initial offer shall contain the offeror's best terms from a cost and technical standpoint. However, if discussions are held with offerors, all offerors within the competitive range will be notified regarding the holding of discussions and will be provided an opportunity to submit written Final Proposal Revisions at the designated date and time. If any modification is

submitted, it must be received by the date and time specified and is subject to the "Late Submissions, Modifications and Withdrawals of Proposals" provisions of this solicitation. After receipt of Final Proposal Revisions, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the Courts best interest to do so. If discussions are reopened, the Contracting Officer shall issue an additional request for Final Proposal Revisions to all offerors still within the competitive range.

L.8 Cancellation of Award.

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

L.9 Official Offer.

L.9.1 Offers signed by an agent shall be accompanied by evidence of that agent's authority unless that evidence has been previously furnished to the Contracting Officer.

L.10 Certifications, Affidavits and Other Submissions.

L.10.1 Offerors shall complete and return with their proposal the Representations and Certifications (Attachment J.2 - Anti-Collusion Statement, Attachment J.3 – Ethics in Public Contracting, Attachment J.4 - Non-Discrimination, J.5 - Certification of Eligibility, J.6 - Tax Certification Affidavit and J.7 - Certification of a Drug-Free Workplace, Attachment J. 9 - Past Performance Form) and Supplier Information Form J.10.

L.11 Retention of Proposals.

L.11.1 All proposal documents shall be the property of the District of Columbia Courts and retained by the Courts, and therefore will not be returned to the offerors. One (1) copy of each proposal shall be retained for official files and will become a public record after the award and open to public inspection. It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the Courts except as to the disclosure restrictions contained in Section L.1.3.

L.12 Public Disclosure under FOIA.

L.12.1 Trade secrets or proprietary information submitted by an offeror in connection

with procurement shall not be subject to public disclosure under the District of Columbia Freedom of Information Act (FOIA). This Act is not applicable to the Court. However, the offeror must invoke the protection of this section prior to or upon submission of the data or other materials; must identify the specific area or scope of data or other materials to be protected; and state the reasons why protection is necessary. A blanket proscription that the offeror's entire proposal is proprietary will have no effect whatsoever.

L.13 Examination of Solicitation.

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

L.14 Acknowledgment of Amendments.

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

L.15 Right to Reject Proposals.

L.15.1 The Courts 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 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 al

stipulations, including payment of all charges and the meeting of all requirements of this RFP.

L.18 **Contract Type.**

L.18.1 This is a firm fixed price indefinite delivery indefinite quantity type of 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.

L.22 **Authorized Negotiators.**

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

L.23 **Acceptance Period.**

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

PART V

SECTION M - EVALUATION FACTORS

M.1 Evaluation for Award.

The Courts intend to make an award to the responsible firm whose proposal represents the best value to the Courts. The evaluations factors are listed below in descending order of importance: Technical Approach, Qualifications of Contractor, Experience of Key Personnel, Past Performance and Processing of Sample Test. 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.

M.2 Evaluation Criteria

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

Item No.	EVALUATION CRITERIA	MAXIMUM POINTS
M.2.1	<p>Technical Approach: Technical Approach will be evaluated on the extent to which the proposed technical solutions will result in high quality services and deliverables that will meet the Courts goals set forth in this solicitation to include:</p> <ul style="list-style-type: none">A. The Contractors approach to the proposed work.B. The sequence, timing and key personnel proposed to perform the work.C. A detailed schedule plan showing the estimated start and finish dates of all transcripts produced in the time frames specified.	20 points
M.2.2	<p>Qualifications of Contractor: The Contractor must demonstrate relevant experience with recent projects of similar nature pertaining to transcription of verbatim proceedings. The Contractor shall demonstrate relevant experience in the following areas:</p> <ul style="list-style-type: none">A. Produce verbatim transcriptsB. Electronic CopiesC. Binding	20 points

	D. Proper format E. Delivery	
M.2.3	<p>Experience of Key Personnel: The Courts will evaluate the experience of the designated key personnel including an on-site supervisor. This evaluation will include the relevance of the experience to the work to be performed under the prospective requirements of this solicitation. Specific experience that will be evaluated is as follows:</p> <ul style="list-style-type: none"> A. Demonstrate the corporate team has the experience, staff, and Resources and organizational stability to support the high quality of verbatim transcripts to be produced during the contract. B. Demonstrated experience and knowledge of Project Management. C. Demonstrated experience in administering real time customer support and maintenance services. 	20 points
M.2.4	<p>Past Performance: The D.C. Courts will evaluate the Contractor’s past performance on the basis of its reputation for the following:</p> <ul style="list-style-type: none"> A. The product and services have been provided in contracts of equal or larger size providing similar and/or like services, with successful problem resolution and delivery or each phase of the implementation and integration on time and within budget. B. Three (3) letters of reference to the D.C. Courts to include information about previously performed District, Federal; or private entity contracts of equal or larger size providing similar and/or services, inclusive of dates of contract. Attachments may be submitted with technical proposal on the response due date, however three (3) references are required. Each reference shall address: <ul style="list-style-type: none"> 1. Adhering to standards of good workmanship, including the technical business and administrative aspects of performance; 2. Timely service delivery, adhering to work schedules an deadlines; 3. Demonstrating a commitment to customer satisfaction; and positive working attitude. 4. Provide statistics as to volume produced by offeror. 	20 points

M.2.5	<p>Processing Sample Test: The Courts will evaluate offerors on the quality of the sample verbatim transcript produced from the CD that is provided from the D.C. Courts.</p> <p>A. Ability to transcribe verbatim transcripts B. Produce electronic transcript on a media format that can be read by the D.C. Courts. C. Deliver transcript timely to the D.C. Courts.</p>	20 points
	TOTAL	100

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 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 price(s) (for Section B – Supplies or Services and Price/Cost) comparable to the independent Courts cost estimate?
- a. 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?
- b. Are the proposed price(s) for hardware and software comparable to competitor's prices under this solicitation?
- c. Are the proposed price(s) for installing hardware and software comparable to competitor's prices under this solicitation?
- d. Are the proposed price(s) for warranty and customer support comparable to competitor's 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?

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.4.1.8 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.