

**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 612
WASHINGTON, D.C. 20001

DATE ISSUED: February 20, 2020

OPENING DATE: _____

OPENING TIME: _____

CLOSING DATE: March 13, 2020

CLOSING TIME: 12:00 P.M.

MARKET TYPE: Open Market

SOLICITATION NUMBER: DCSC-20-RFP-34

OFFER/BID FOR: *Child Care Services for the DC Courts Child Care Center*

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

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

OFFEROR Name: Street: City, State: Zip Code: Area Code & Telephone Number:	Name and title of Person Authorized to Sign Offer: (Type or Print)	
	Signature	Date:
	(Seal)	
	Impress Corporate Seal Corporate (Secretary) _____ (Seal) (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 e-mail to Amber Behrns, Contract Specialist at amber.behrns@dsc.gov .

This solicitation is an open market procurement.

PART I
SECTION B - SUPPLIES OR SERVICES AND PRICE/COST

B.1 The District of Columbia Courts (The Courts) are seeking a highly qualified a Contractor to provide the Special Operations Division Child Care Center (The Center) with supportive staff services.

B.1.1 A substitute is required by the Child Care Center to provide coverage and care on days when permanent staff members are on scheduled leave or in the event of an emergency.

B.2 CONTRACT TYPE

B.2.1 The Courts contemplate the award of a Firm-Fixed Price (FFP) contract resulting from this solicitation. For the consideration set forth below, the Contractor shall provide the deliverables described in Section F in accordance with the performance standards specified in Section F based on the Description/ Specification/ Work Statement found in Section C of this solicitation document.

B.3 PRICE SCHEDULE

B.3.1 The offeror shall complete the price schedule below for the services and deliverables specified and in accordance with Section C, Description/ Specifications/ Work Statement, of this Request for Proposal (RFP).

Base Year:

Item No.	Supplies/Services	Estimated Quantity	Unit	Unit Price	Extended Price
0001	Teacher Aide Services	1,664	Hours	\$	\$

Option Year One:

Item No.	Supplies/Services	Estimated Quantity	Unit	Unit Price	Extended Price
1001	Teacher Aide Services	1,664	Hours	\$	\$

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Option Year Two:

Item No.	Supplies/Services	Estimated Quantity	Unit	Unit Price	Extended Price
2001	Teacher Aide Services	1,664	Hours	\$	\$

Option Year Three:

Item No.	Supplies/Services	Estimated Quantity	Unit	Unit Price	Extended Price
3001	Teacher Aide Services	1,664	Hours	\$	\$

Option Year Four:

Item No.	Supplies/Services	Estimated Quantity	Unit	Unit Price	Extended Price
4001	Teacher Aide Services	1,664	Hours	\$	\$

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.2 BACKGROUND

C.2.1 DC Courts (the Courts) is the court of general jurisdiction in Washington, DC and the judicial branch of the District of Columbia government. It is comprised of the Court of Appeals (DCCA), the District of Columbia Superior Court (DCSC), and the Court System (DCCS). The Courts employ approximately 1,500 professional staff, 24 magistrate judges, and 120 associate judges. The Courts' mission is to protect rights and liberties, uphold and interpret the law, and resolve disputes peacefully, fairly, and effectively in the Nation's Capital.

C.2.2 The Center has been in operation since the mid - 1980s. The Center is open from 8:30 a.m. until 4:45 p.m. for children, Monday through Friday with the exception of federal holidays. Two permanent staff members operate the program which provides intermittent service to members of the public who need child care services while they conduct business with the Court. Until recently, one volunteer Court employee assisted with operations on high volume days. The Center serves members of the public that require child care services and are unable to make alternative child care arrangements while serving jury duty. The Center also provides emergency service to Court employees.

In the early years of operation the Child Care Center had a team of Senior Aide volunteers who assisted with the operation. Their presence permitted staff to use leave, attend outside training and participate in Division meetings without having to access outside support. However, Senior Aide volunteers were no longer available after the spring of 2012 when they were re-assigned elsewhere. Since that time, SOD staff volunteered to assist as their workload permitted. At one time there were six volunteers; however, due to departures and transfers, that number dwindled to one. In November of 2019, that volunteer resigned.

C.2.3 The mission of the Courts' Child Care Center is to provide outstanding child care through use of Developmentally Appropriate Practices and other curriculum approaches to foster and encourage learning through play. The purpose of the program is to provide quality care for children attending the program in a manner that is consistent with the guidelines of the Court and the Office of the State Superintendent of Education (OSSE).

C.2.4 On December 2, 2016, the Office of the State Superintendent of Education (OSSE) published a Notice of Final Rulemaking in the DC Register (63 DCR 50) that updated the regulations governing the licensure of child development facilities throughout the District

of Columbia. The updated guidelines included staff compliance regarding Health and Safety Training, Background Checks resulting in the issuance of a Suitability to work letter from OSSE, and an increase in educational requirements for Center staff. Due to these more stringent requirements, it has become more challenging to secure volunteers within the Court who must satisfy these requirements in order to work in the Center. The Courts, therefore, need to identify a contractor who can provide qualified staff to work in the Center to help Center staff achieve the main goal of the program which is that every child has a positive experience while their parent/guardian attends to Court business. Current guidelines require that support staff have a minimum of a CDA (Child Development Associate) certification. All future volunteers/staff must meet this minimum requirement as well as complete Health and Safety training.

C.2.5 OSSE has also changed its guidelines regarding classroom capacity as shared by the licensing inspector during a November inspection of the current Center. Given the age range (2.5 – 12 years) served by the Center the maximum capacity would be 16 children with 3 staff members which speaks to the need for additional staffing support.

C.2.6 The Child Care Center is located at:

H. Carl Moultrie Courthouse
500 Indiana Avenue, NW, Suite C-100
Washington, DC 20001

C.3 **REQUIREMENTS**

C.3.1 The contractor shall provide staff that will assist Child Care Center staff with delivering quality care, supervision and educational support for children in attendance. The contractor's staff will supply full time service consisting of 8 hours daily during high attendance months of April, May, June-August and Mid-November – Mid-January and all other times for three days per week (Monday, Tuesday and Friday) for the rest of the year.

C.3.2 It is anticipated that the contractor's staff member will work 1664 hours during the term of the contract. The following table provides more detail.

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Month	# High Season Days	# Low Season Days[1]	Total Hours
Mar-20	0	14	112
Apr-20	22	0	176
May-20	20	0	160
Jun-20	22	0	176
Jul-20	22	0	176
Aug-20	21	0	168
Sep-20	0	12	96
Oct-20	0	12	96
Nov-20	9	6	120
Dec-20	22	0	176
Jan-21	10	5	120
Feb-21	0	11	88
Total Hours			1664

[1] Contractor’s staff member will work 3 days/week during low season months.

C.3.3 The Child Care Center is equipped with materials, toys and consumable supplies that the contractor’s staff member will utilize in the performance of the service delivery requirements of the program. The staff member shall work with small groups and/or individuals throughout the day, assist with preparations for the rest period and supervision of same, and assist with basic administrative tasks such as registration, signing children in and out, and other related duties.

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C.3.4 The following table is a list of daily required tasks:

REQUIRED TASKS	SKILL/LABOR CATEGORY	ESTIMATED TIME	ANTICIPATED SCHEDULE	DELIVERABLE
1.Receive/Register children	Director/Asst. Director/Teacher Aide	10-15 minutes per child	Prior to acceptance of child in classroom	Signed admission and registration form.
2.Interact with children –structured activities, games, computers, etc.	Director/Asst. Director/Teacher Aide	3.5 hours in the morning	On service delivery day prior to lunch closing	Happy, engaged children.
3. Set up and supervise rest period. Re-store cots and pack bedding for laundering for children who will not be returning.	Director/Asst. Director/Teacher Aide	1.5 hours	On service delivery day after lunch	
4.Interact with children – child directed activities, games, computers, etc.	Director/Asst. Director/Teacher Aide	.5 hours		
5.Prepare for Dismissal	Director/Asst. Director/Teacher Aide	.25-.5 hours		

C.4 CONTRACTOR QUALIFICATIONS

C.4.1 The contractor’s staff shall satisfy Office of the State Superintendent of Education (OSSE) requirements which include having Child Protection Registry clearance, a current criminal background check (that will need to be scheduled by a DC Courts Administrative Services Contractor staff coordinator), a CDA (Child Development Associate certificate), a current health certificate and CPR and 1st Aid certifications. This staff member must be at least 18 years old.

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C.4.2 The teacher aide shall meet all Office of the State Superintendent of Education (OSSE) requirements listed below:

Item	Title	Responsible Entity	Comment
National Child Protection Act. 42 USC §5119a	Child Protection Registry Clearance	DC Courts' HR staff or Administrative Services Office Services Assistant	OSSE guidelines contain requirements that must be satisfied to secure a Letter of Suitability to Work.
Background Checks 42 USC §5119a 5A DCMR §131.1 (c)	Criminal Background Check including fingerprinting	DC Courts' HR staff or Administrative Services Office Services Assistant	OSSE guidelines contain requirements that must be satisfied to secure a Letter of Suitability to Work.
5A DCMR §131.5 (a) (b) (c)	Current Health Certificate (See Attachment J.10)	Center Director, CCC OSSE Licensing Inspector	Annual requirement. TB screening every 2 years.
5A DCMR Chapter 1 §150.1	CPR & 1 st Aid Certification	Center Director DC Courts' Training Staff	
Educational background support	CDA, AA, BA in Early Childhood Development	Applicant Center Staff	Osse.dc.gov/service/early learning. Licensing Specialist
5A DCMR§1139.2	Health and Safety Training	Applicant Verified by Center Director	21 continuing education hours per year

- C.4.3 The teacher aide shall comply with the following personnel guidelines:
- a. Dress in a manner that reflects the seriousness of, and respect for, judicial proceedings.
 - b. Exhibit behavior that does not distract from the orderliness of court proceedings or that threatens the civility and dignity of D.C. Courts and its work.
 - c. Wear suitable attire when working in the Courts. The following clothing is inappropriate: gang paraphernalia and insignia; exposed under garments; clothes with words, depictions, or messages that are intimidating or obscene; clothing with sexual or drug references; sheer, see-through, or provocative clothing.

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- d. Refrain from eating candy or chewing gum in the classroom.
 - e. Eat healthy foods with children during snack-time, modeling appropriate foods for the benefit of the children.
 - f. Abstain from use of drugs, alcohol, tobacco, and electronic smoking devices prior to arrival and during breaks. Any exposure to children may trigger adverse reactions.
 - g. Refrain from cell phone use while on duty. Cell phones must be stored on the employee desk or with personal belongings. Emergency calls may be received on the business office phone.
 - h. Do not take photos, videos, or make audio recordings inside the DC Courts' buildings without written permission from the Courts' Executive Officer.
 - i. Do not bring weapons of any kind into the DC Courts' buildings. Weapons include: firearms, tasers, mace, pepper spray, knives, scissors, or any item that may be used as a weapon. Security officers will confiscate all prohibited items and they will not be returned. The Courts' Weapons Policy is posted at the entrances to DC Courts' buildings and additional policies are available electronically at <https://www.dccourts.gov/sites/default/files/COURT-BUILDING-REGULATIONS.pdf>.
 - j. Do not attempt to sell or collect cash in exchange for items without written authorization from the Courts' Executive Officer.
 - k. Do not bring animals into the building unless covered by an exception for services animals under the Americans with Disabilities Act (ADA).
- C.4.4 The contractor may be subject to arrest, expulsion, or dismissal from working in the Courts' Child Care Center if in violation of any of the policies listed in section C.4.3.

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SECTION D - PACKAGING AND MARKING

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 have 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 performance, 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.
- E.2 Services will be accepted by the COTR.

SECTION F - DELIVERIES AND PERFORMANCE

F.1 TERM OF CONTRACT

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

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The Courts may extend the term of this contract for a period of four (4) one (1) year option periods, or a 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 thirty (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 thirty (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 the option, the extended contract shall be considered to include the option provision.

F.2.3 The prices for the option periods shall be as specified in the contract.

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.2.5 The exercise of any option is subject to the availability of funds at the time the option is exercised.

F.2.6 During any option year, contract requirements and deliverables remain the same as those in the base year.

F.2 DELIVERABLES

F.2.1 All deliverables shall be in a form and manner acceptable to the Courts. The Contractor shall furnish employees required to meet and perform the requirements of this Contract.

F.2.2 The Courts will provide the teacher aide with an ID badge, supplies, materials, and equipment required to performs the tasks in this Contract.

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- F.2.3 The contractor shall provide documentation verifying the teacher aide's compliance with all requirements listed in C.4.2 of this solicitation. Documentation shall be submitted with the proposal package and in accordance with L.2 of this solicitation.
- F.2.4 The Courts COTR will submit the teacher aide's time sheet to the contractor weekly. Time sheets will be used by the contractor as a basis for billing and as confirmation of dates and times worked.
- F.2.5 The contractor shall submit invoices on a monthly basis in accordance with section G.2. and shall attach time sheets as supporting documentation.

F.3 STANDARD OF PERFORMANCE

The Contractor agrees to provide a high standard of professional service. In determining whether the Contractor has performed accordingly, it is understood and agreed that DC Courts will measure the amount and quality of the services required by the contract against the representations made by the Contractor in its written proposal.

SECTION G -CONTRACT ADMINISTRATION DATA

G.1 PAYMENT/INVOICES

The Courts will make invoice payments under the terms and conditions specified in the contract. The Contractor will be compensated upon completion and acceptance of the work as specified in the contract. Payments shall be considered as being made on the day a check is dated or the date of an electronic funds transfer.

G.2 INVOICE SUBMITTAL

G.2.1 The contractor shall be compensated as set forth below. Effective June 8, 2018 all invoices and payment request shall be submitted electronically through the U.S. Department of the Treasury's Invoice Processing Platform (IPP) System using the "Bill to Agency" of Interior Business Center-FMD. The IPP website address is <https://www.ipp.gov>. In addition, it is the vendors' (contractors') responsibility to be System for Awards Management (SAM) registered and in IPP. The vendors (contractors) must be SAM registered in order to register in IPP. The SAM website address is <https://www.sam.gov>.

G.2.2 In order to receive payment, the Contractor must use the IPP website to register, access, and use IPP for submitting all invoice requests for payment(s). Assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via e-mail at IPPCustomerSupport@discal.treasury.gov or by phone (866) 973-3131.

G.2.3 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 purchase order number
- c. Invoice date
- d. Invoice number
- e. Name of the Contracting Officer Technical Representative (COTR)
- f. COTR e-mail address
- g. Description, quantity, unit of measure, and extended price of the services or supplies actually rendered.

G.2.4 Once the electronic invoice has been submitted through IPP, no later than 2 business days from the electronic submission, the Contractor must email and/or mail to the COTR a copy of the electronic invoice along with all the required supporting documentation as stated in the contract.

G.2.5 The Contracting Officer's Technical Representative (COTR) shall review each electronic invoice for certification of receipt of satisfactory services prior to authorization of payment.

G.3 FINAL INVOICE

G.3.1 The Contractor shall submit final electronic invoice (s) within thirty (30) days after the expiration of this contract. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

G.3.2 The Contractor must contact the COTR in order to obtain a D.C. Courts Release of Claims form. Upon receipt of the form, the Contractor must complete and submit the Release of Claims form as well as provide a copy of the final electronic invoice to the COTR.

G.4 TAX EXEMPT

The Courts are exempt from taxation pursuant to D.C. Code 47-2005(1).

G.5 PROMPT PAYMENT ACT

The Courts will pay interest (late charge) on each electronically received and approved invoice pursuant to the Prompt Payment Act, 31 U.S.C. 3901 et seq.

G.6 AUDITS

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

G.6 CONTRACTING OFFICER AND CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.6.1 **Contracting Officer.** The District of Columbia Courts' Contracting Officer who has the appropriate contracting authority is the only Courts official authorized to contractually bind the Courts through signing contract documents. All correspondence to the Contracting Officer shall be forwarded to:

Geoffrey A. Mack
Contracting Officer
Administrative Services Division
District of Columbia Courts
616 H Street NW, Suite 616
Washington, D.C. 20001

G.6.2 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:

Dorothy Ann Coleman
Director of DC Courts' Childcare Center
Special Operations Division
500 Indiana Ave. NW, Suite C-100
Washington DC, 20001
Telephone Number: 202-879-1684
DorothyAnn.Coleman@dsc.gov

G.7 AUTHORIZED REPRESENTATIVE OF THE CONTRACTING OFFICER

G.7.1 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.7.2 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

H.1.1 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 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by Wage Determination No. 2015-4281, Revision No. 15, date of last revision: 12/23/2019, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Section J.11 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage

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determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

PART II

SECTION I - CONTRACT CLAUSES

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

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

I.2 RESTRICTION ON DISCLOSURE AND USE OF DATA

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

I.3 DISPUTES

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

I.4 EXAMINATION OF BOOKS AND RECORDS

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

I.5 RECORD KEEPING

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

I.6 NON-DISCRIMINATION

I.6.1 The Contractor agrees that it will comply with the nondiscrimination requirements set forth in D.C. Code, § 2-1402.11, 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 PROTEST

I.7.1 Any aggrieved person may protest this solicitation, award or proposed contract award in accordance with Chapter 8 of the Procurement Guidelines of the District of Columbia Courts. Protest shall be filed in writing, within ten (10) working days after the basis of the protest is known (or should have been known), whichever is earlier with the Contracting Officer at:

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

I.7.2 A protest shall include the following:

- (a) Name, address and telephone number of the protester;
- (b) solicitation or contract number;
- (c) Detailed statement of the legal and factual grounds for the protest, including copies of relevant documents;
- (d) Request for a ruling by the Contracting Officer; and
- (e) Statement as to the form of relief requested.

I.8 RESERVED

I.9 RESERVED

I.10 CANCELLATION CEILING

I.10.1 In the event of cancellation of the contract because of non-appropriation for any fiscal year after fiscal year 2020, there shall be a cancellation ceiling of zero dollars representing reasonable reproduction 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 AND APPENDIX (TO BE INCLUDED UPON
FINALIZING THE SOLICITATION)**

- 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 District of Columbia Courts Release of Claims**
- J.8 Past Performance Evaluation**
- J.9 Supplier Information Form DCCSF**
- J.10 Staff/Volunteer Health Certificate**
- J.11 Wage Determination No. 2015-4281, Rev. 15**
- J.12 Criminal History Request 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 proposal, the offeror, if other than an individual who is making an proposal 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 proposal, the offeror, if an individual who is making an proposal 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

REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS

K.2. 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.

K.3. RESERVED

K.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.

K.5. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- (a) Each signature on the proposal is considered to be a certification by the signatory that:
 - (1) The prices in this proposal 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 a proposal, or (iii) the methods or factors used to calculate the price proposal;
 - (2) The prices in this proposal have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other offeror or competitor before proposal 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 a proposal for the purpose of restricting competition.

- (b) Each signature on the proposal 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 proposal, 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 proposal 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 proposal a signed statement setting forth in detail the circumstances of the disclosure.

K.6. TYPE OF BUSINESS ORGANIZATION

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

K.7. PAYMENT IDENTIFICATION NO.

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

Please list below applicable vendor information:

Federal Tax Identification Number: _____

Or

Social Security Number: _____

Dun and Bradstreet Number: _____

Legal Name of Entity Assigned this Number: _____

Street Address and/or Mailing Address: _____

City, State, and Zip Code: _____

Type of Business: _____

Telephone Number: _____

Fax Number: _____

E-mail: _____

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 V
REPRESENTATIONS AND INSTRUCTIONS**

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 METHOD OF AWARD

- L.1.1. The Courts reserves the right to accept or reject any or all proposals resulting from this solicitation. The Contracting Officer may reject all proposals or waive any minor informality or irregularity in proposals received whenever it is determined that such action is in the best interest of the Courts.
- L.1.2. The Courts intends to award one (1) contract resulting from this solicitation to the responsible offeror whose proposal represents the **best value** after evaluation and in accordance with the factors and sub-factors in the solicitation.
- L.1.3 The Court may waive informalities and minor irregularities in proposals received. Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Courts reserve the right to conduct discussions if the Contracting Officer later determines them to be necessary.
- L1.4 Exchanges with offerors after receipt of a proposal do not constitute a rejection or counter offer by The Courts.

L.2. PREPARATION AND SUBMISSION OF PROPOSALS

- L.2.1. **Offerors shall submit one (1) signed original, one (1) electronic (pdf) signed copy of the proposal, and three (3) bound copies of the Technical Proposal. Each proposal shall be properly indexed and include all information requested in the RFP.** 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 proposals. Offerors shall submit all pages of the Request for Proposal (RFP), all attachments, and all documents containing the offeror's proposal.

Solicitation No.: DCSC-20-RFP-34
Child Care Services for the DC Courts Child Care Center

L.2.2. The offeror shall submit his/her proposal in a sealed proposal package conspicuously marked as follows:

Name and Address of the offeror
Solicitation Number: DCSC-20-RFP-34
Caption: Child Care Services for the DC Courts Child Care Center
Solicitation Closing Date: March 13, 2020
Solicitation Closing Time: 12:00PM

L.2.3. The original proposal shall govern if there is a variance between the original proposal and the copy submitted by the offeror. Each offeror shall return the complete solicitation as its proposal.

L.2.4. The Courts may reject as non-responsive any proposal that fails to conform in any material respect to the solicitation.

L.2.5. The Courts may also reject as non-responsive any proposals submitted on forms not included in or required by the solicitation. Offerors shall make no changes to the requirements set forth in the solicitation.

L.2.6. The offeror must propose a price in accordance with section B of this solicitation to be considered for this award. Failure to offer on all items in section B and the attached Contractor's Price Schedule will render the offer non-responsive and disqualify a proposal.

L.2.7. **Offers shall be mailed and/or hand delivered to the following address:**

Bids/Proposals shall be **mailed** to the following address:

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

Bids/Proposals shall be **hand delivered** to the following address:

District of Columbia Courts
Administrative Services Division
Procurement and Contracts Branch
Attn: Amber Behrns, Contract Specialist
701 7th Street, N.W., Suite 612

Washington, D.C. 20001

Bids/Proposals shall be **electronically mailed** to the following address:

Amber.Behrns@dcsc.gov

L.3. CONFIDENTIALITY OF SUBMITTED INFORMATION

- L.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:

"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.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:

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

- L.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.4. OFFER PRICE

- L.4.1. The proposal price must be submitted using the format provided in this solicitation. The offeror's price bid shall become a part of the awarded contract. The offeror's price bid for each course shall be inclusive of all costs necessary for delivering training services.

L.5. PROPOSAL SUBMISSION DATE AND TIME, LATE SUBMISSION, MODIFICATIONS, AND WITHDRAWALS

- L.5.1. Offers 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:

- a. 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 proposals;
 - b. 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
 - c. The proposal is the only proposal received.
- L.5.2. 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.5.3. A late proposal, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.
- L.5.4. 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.5.5. A late proposal, late modification or late withdrawal of proposal that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful proposals resulting from this solicitation.

L.6. **QUESTIONS**

- L.6.1. Questions concerning this Request for Proposal must be directed in writing no later than Thursday, February 27, 2020 at 2:00 PM (EST) to:

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

Solicitation No.: DCSC-20-RFP-34
Child Care Services for the DC Courts Child Care Center

Telephone Number: (202) 879-2838
Facsimile Number: (202) 879-2835
Email: Amber.Behrns@dcsc.gov

L.6.2. For further information on submission of questions, please refer to section L.7. of this solicitation.

L.7. EXPLANATION TO PROSPECTIVE OFFERORS

L.7.1. **Any prospective offeror desiring an explanation or interpretation of this solicitation must request it in writing at least five (5) days prior to the proposal receiving date.** Requests should be directed to the procurement contact person at the address listed in Section L.6. 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 proposals 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.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 PROPOSAL

L.9.1. Proposals 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 price proposal Page 1 Solicitation, Offer and Award for Supplies and Services; any Amendment(s); Section K; Attachment J.6- Tax Certification Affidavit; and Attachment J. 9- Supplier Information Form DCCSF. All these documents shall be submitted under Volume II – Price Proposal, Tab B.

L.10.2 No award shall be made unless the Contracting Officer makes confirmation or affirmative determination of responsibility for the potential contractor. ***THE POTENTIAL CONTRACTOR MUST BE REGISTERED IN SYSTEM FOR AWARD***

MANAGEMENT (SAM) PRIOR TO AWARD OF CONTRACT. REGISTER AT WWW.SAM.GOV.

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.3.

L.12. PUBLIC DISCLOSURE UNDER FOIA

L.12.1. Trade secrets or proprietary information submitted by a 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 proposals. Offeror's failure to acknowledge an amendment may result in rejection of the proposal.

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 solicitation.

L.16. PROPOSAL PREPARATION COSTS

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

L.17. PRIME CONTRACTOR'S RESPONSIBILITIES

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

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

L.18. CONTRACT TYPE

L.18.1. This is a **Firm-Fixed Price Contract**.

L.19. FAILURE TO RESPOND TO SOLICITATION

L.19.1. In the event that a prospective offeror does not submit a proposal 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 a proposal for three successive solicitations 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 PROPOSALS AND CERTIFICATIONS

L.20.1. Each proposal 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 proposal or resulting contract will be mailed to the address shown above on the proposal in the absence of written instructions from the offeror or contractor to the contrary. Any proposal submitted by a partnership must be signed with the partnership name by a general partner with authority

to bind the partnership. Any proposal submitted by a corporation must include the signature and title of the person having authority to sign for the corporation. Upon request, a Offeror shall provide to the Courts satisfactory evidence of authority of the person signing on behalf of the corporation. If an agent signs a proposal, 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 proposal being rejected.

L.21. ERRORS IN PROPOSALS

L.21.1. Offerors are expected to read and fully understand 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. ACCEPTANCE PERIOD

L.22.1. The Offeror agrees to keep its proposal open for a period of one hundred and twenty (120) days from the date specified for the submission of proposals.

L.23 PROPOSAL INFORMATION AND FORMAT

L.23.1 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.23.2 Proposals shall be prepared simply and economically, providing a straightforward, concise delineation of offeror's capabilities to satisfy the requirements of this RFP. Fancy bindings and colored displays or promotional material are not desired or preferred, but pages must be numbered. **The proposal shall be prepared in two volumes. These shall be submitted in loose-leaf, three-ring notebooks for each copy of Volume I – Technical Proposal, and for each copy of Volume II - Price Proposal. See also, clause L.2.3 – Price Proposal.**

L.23.2.1 Volume I - Technical Proposal shall comprise the following tabs and information:

Tab A	<p>General Information</p> <ol style="list-style-type: none"> 1. Brief History of the Company. 2. Name, Address, Telephone Number, DUNS Number and federal tax identification number of the Offeror. 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. 4. If the Offeror is a corporation, partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements. 5. Name, address, email and current phone number of Offeror’s contact person.
Tab B	<p>Qualifications of Offeror</p> <ol style="list-style-type: none"> 1. The Offeror must demonstrate relevant experience with providing services such as those listed in Section C.3 “Scope of Work.” 2. List all skills the Offeror/Instructor possesses pertaining to child care services. 3. The Offeror shall include resumes clearly outlining the credentials of each candidate/team member with the required knowledge and experience. Refer to Section C.3 SCOPE OF WORK in its entirety. 4. Documentation showing the proposed key personnel (teacher aide) comply with all requirements listed in C.4.2 of this solicitation.
Tab C	<p>Knowledge and Technical Approach</p> <ol style="list-style-type: none"> 1. Briefly describe the approach in accomplishing the requirements outlined in Section C. 2. Identify which portion(s) of the work will be subcontracted (if any).
Tab D	<p>Past Performance</p> <ol style="list-style-type: none"> 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

	<p>of relevant past performance or for whom information on past performance is not available, may not be evaluated favorably or unfavorably on past performance.</p> <ol style="list-style-type: none"> 2. The Offeror shall provide any information to substantiate the Offeror’s past performance in completing the requirements of Section C.3 “Scope of Work”. The Offeror shall provide the following information. 3. In addition, the Offeror shall have at least three (3) past performance references complete a Past Performance Evaluation Form (Attachment J.8). 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. 4. Past performance information will be used for both responsibility determinations and as an evaluation factor against which Offeror’s relative ranking will be compared in accordance with the evaluation criteria set forth in Section M. The Court will focus on information that demonstrates quality of performance relative to the similarity of scope, magnitude and complexity to that detailed in the RFP. In determining the rating for the past performance, the Court may give consideration to the contracts, which are relevant to the RFP.
<p>Tab E</p>	<p>Disclosure</p> <ol style="list-style-type: none"> 1. Disclosure details of any legal action or litigation past or pending against the Offeror. 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. 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.23.2.2 Volume II – Price Proposal shall comprise the following tabs:

Tab A	Price Information –Submit the price using format provided in section B. Price Schedule (See also, clause L.23.3)
Tab B	Contractual Information – all other required information as specified in Clause L.10

L.23.3 PRICE PROPOSAL

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.25 ORAL PRESENTATIONS

Although the Court may award this contract without discussions, at its discretion, the Court may choose to invite Offerors determined to be in the competitive range to give a demonstration of their product. Should the Court choose to entertain demonstrations, the offerors determined to be in the competitive range shall be informed of the Court's intention. If demonstrations are requested, the invited presenters shall be asked to provide a one-hour demonstration of their product. The Court shall reserve up to a half hour for questions and answers after each demonstration.

PART VI

SECTION M - EVALUATION FACTORS

M.1 PROSPECTIVE CONTRACTOR'S RESPONSIBILITY

M.1.1 In order to receive an award under this solicitation, 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:

- a. Financial resources adequate to perform the contract, or the ability to obtain them;
- b. Ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- c. A satisfactory record of performance;
- d. The necessary organization, experience, accounting and operational control, and technical skills, or the ability to obtain them;
- e. Compliance with the applicable District licensing, tax laws, and regulations;
- f. The necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and
- g. Other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

M.1.2 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 non-responsibility based on available information. If the available information is insufficient to make a determination of non-responsibility, the Court's Contracting Officer shall determine the offeror to be non-responsible.

M.1.3. The contract will be awarded to the offeror whose offer is the most advantageous to the Courts, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of award. Rather, the total score will guide the Courts in making an intelligent award decision based upon the evaluation criteria. The Courts reserves the right to reject any or all proposals determined to be inadequate or unacceptable. The Courts may award a contract upon the basis of initial offers received, without discussions. Therefore, each initial offer shall contain the offeror's best terms from a cost and technical standpoint.

M.2 EVALUATION FOR AWARD

All responses will be evaluated and ranked by the Court utilizing the Evaluation Criteria under Section M.3. A contract will be awarded to the responsible offeror(s) whose offer(s) present the best value to the Courts. The Courts will consider selecting a Contractor or Contractor (s) for the provision of the services based on the Contractor’s competence and ability to perform the work on a task order basis. Discussions may be conducted with the offerors determined to be in the competitive range. The Court reserves the right to reject any or all proposals determined to be inadequate or unacceptable. The Court may award a contract upon the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a price and technical standpoint. The Court reserves the right to partially award the offeror’s proposal.

M.3 EVALUATION CRITERIA

The following Technical Evaluation criteria will be used for the evaluation:

ITEM NO.	PROPOSAL SECTION	EVALUATION CRITERIA	POINTS
M.3.1	Tab B	Qualifications of Offeror and Key Personnel	40
M.3.2	Tab C	Knowledge and Technical Approach	35
M.3.3	Tab D	Past Performance	25
		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. Are the proposed prices (for Section B – Supplies or Services and Price/Cost) comparable to the independent Courts cost estimate?
- b. Is the proposed labor/skill mix comparable to the projected Courts skill mix and/or sufficient to meet the Section C requirements based upon the offeror's technical and management approach?
- c. Are the proposed prices for hardware and software comparable to competitor's prices under this solicitation?
- d. Are the proposed prices for installing hardware and software comparable to competitor's prices under this solicitation?
- e. Are the proposed prices for warranty and customer support comparable to competitors' prices under this solicitation?

M.3.4 COMPLETENESS

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

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- 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?