

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

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

DATE ISSUED: 02/3/2020

OPENING DATE: _____

OPENING TIME: _____

CLOSING DATE: 02/20/2020

CLOSING TIME: 2:00 P.M. EST.

SOLICITATION NUMBER: DCSC-20-FSS-51

OFFER/BID FOR: Risk Profile Report

MARKET TYPE: GSA

Schedule 520 Contract Holders

TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE	(X)	SEC.	DESCRIPTION	PAGE
X	A	Solicitation/Offer/Award Form	1	X	H	Special Contract Requirements	14
X	B	Supplies or Services & Price /Cost	3	X	I	Contract Clauses	18
X	C	Description/Specs. Work Statement	4	X	J	List of Attachments	22
	D	Packaging and Marking	6	X	K	Representation Certificates	23
X	E	Inspection and Acceptance	7	X	L	Instructions, Conditions, Notices	27
X	F	Deliveries and Performance	8	X	M	Evaluation Factors for Award	37
X	G	Contract Administration Data	10				

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 at the mailing address listed on page 1. All communications should be directed by email to Maribel Torres, Senior Contract Specialist at maribel.torres@dcsc.gov.

The prospective Offerors shall submit questions no later than February 10, 2020. The Courts will not consider any questions received after February 10, 2020. Written questions and inquires should be submitted by email to Maribel Torres, Senior Contract Specialist at maribel.torres@dcsc.gov.

The Courts will post all amendments and responses to offerors questions in the DC Courts Website at <https://www.dccourts.gov/about/procurement-contracts-branch>. Oral explanations or instructions given by Courts Officials before the award of the contract will not be binding.

This solicitation is a **GSA Schedule** procurement.

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.

PART I

SECTION B - SUPPLIES OR SERVICES AND PRICE/COST

- B.1 The District of Columbia Courts (the Courts) is seeking a qualified GSA Schedule 520 Contract holder to provide a Risk Profile Report in accordance with the standards established by OMB Circular No. A-123, Management's Responsibility for Enterprise Risk Management and Internal Control. Submission of the established DC Court Risk Profile to OMB by the established due date in June.
- B.2 The Courts contemplates award of a firm fixed price contract as a result of this solicitation to the responsible Offeror whose offer is most advantageous to the Courts.
- B.3 The Offeror shall submit a price for the services specified below and in accordance with Section C, Scope of Services, of this solicitation.
- B.4 **CONTRACT PERIOD**
 - B.4.1 The term of the contract shall be the date of award of the contract through June 30, 2020. The date of award is the date of the Contracting Officer signature.

B.5 PRICE/COST SCHEDULE

B.5.1 Base Period Table – Date of award through June 30, 2020.

CLIN #	CLIN Description	Total Price
0001	Risk Profile Report	\$

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 Statement of Work

The Contractor shall perform ancillary services related to the current OMB Circular No. A-123, Management's Responsibility for Enterprise Risk Management and Internal Control. Review of the District of Columbia Courts internal controls over financial reporting.

The scope of work will encompass the following area;

1. Development of a Risk Profile in accordance with the standards established by OMB Circular No. A-123, Management's Responsibility for Enterprise Risk Management and Internal Control. Submission of the established DC Court Risk Profile to OMB by the established due date in June.

The Contractor shall perform the following tasks:

A. General Tasks

1. Post Award Conference – A Post Award Conference will be scheduled with the Contractor and the Courts prior to the start of the compilation to discuss the engagement, deliverables, and the Courts' and Contractor's responsibilities.
2. Progress Meetings and Reports: Contractor shall attend periodic status meetings with the Contracting Officer's Technical Representative (COTR) and provide interim status reports that include but is not limited to completion of agreed upon contract milestones, changes in agreed upon approach, difficulties encountered that impede work completion and quality of work product and overall direction of contract performance.

B. Specific Tasks

1. Risk Profile –
 - a. Develop a documented Risk Profile in accordance with the standards established by OMB Circular No. A-123, Management's Responsibility for Enterprise Risk Management and Internal Control and the current General Accountability Office (GAO) "*Green Book*."
 - b. Ensure the documented Risk Profile includes the following seven (7) components:
 1. Identification of Objectives
 2. Identification of Risk
 3. Inherent Risk Assessment
 4. Current Risk Response
 5. Residual Risk Assessment
 6. Proposed Risk Response
 7. Proposed Action Category

- c. Review the Courts prior 2 Risk Profile documents submitted to OMB and update as necessary within the 2020 Risk Profile report. These documents will be provided to the Contractor after contract award during the Entrance Conference.
- d. Ensure the documented Risk Profile for year 2020 includes the following objectives:
 - Strategic Objectives: relating to the strategic goals and objectives aligned with and supporting the DC Courts' Mission.
 - Operations Objectives: relating to the effective and efficient use of the Agency's resources related to administrative and major program operations, including financial and fraud objectives (Refer to Section III of OMB Circular No. A-123, Establishing and Operating an Effective System Of Internal Control).
 - Reporting Objectives: relating to the reliability of the Agency's reporting.
 - Compliance Objectives: relating to the Agency's compliance with applicable laws and regulations.
- e. Ensure the Risk Profile also includes a listing of those risks for which the appropriate response includes implementation of formal internal control activities as described in Section III of OMB Circular No. A-123, Management's Responsibility for Enterprise Risk Management and Internal Control guidance and which conform to the standards published by GAO in the Green Book. These include those risks that meet each of the following criteria:
 - The Agency is working to reduce exposure to the risk.
 - The objective is related to reporting, compliance, or operations, including both administrative operations and the major operational components of programs.
 - The risk is identified in the Agency risk profile as at least medium impact and medium likelihood (i.e., the risk is greater than low).
 - Public reporting on the risk will not negatively impact services provided to the public, national security, or agency operations.
 - Control objectives can be clearly specified.
- f. The Risk Profile scope of work should be completed and final report issued no later than May 15, 2020 and ready for submission to the OMB no later than June 1, 2020.
- g. Develop and submit a formal presentation of the Risk Profile results to the Chief Financial Officer (CFO), Executive Office (EO), and Joint Committee.

END OF CLAUSE

SECTION D - PACKAGING AND MARKING

(Not applicable to this procurement)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 Inspection of Services

(a) "Services" as used in this clause includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Court covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Court during contract performance and for as long afterwards as the contract requires.

(c) The Court 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 Court will perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Court performs inspections or tests on the premises of the Contractor or subcontractor, the Contractor shall furnish, without additional charge, all reasonable facilities, and assistance for the safety and convenient performance of these duties.

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

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

SECTION F - DELIVERIES AND PERFORMANCE

F.1 **Term of Contract** - The period of performance is date of award of the contract through June 30, 2020. Contractor shall commence work from the first day of the contract execution. All the work to be performed at DC Courts facilities (See section H.7).

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 Contracting Officer Technical Representative (COTR) the deliverables specified below within the designated and/or agreed upon time frames:

F.3. Deliverables Table

Item Number	Deliverable	Quantity	Format/Method of Delivery	Due Date	To Whom
1.	Post award conference	1	Hard copy - listing of personnel in attendance; Meeting agenda; Minutes of meeting issues discussed and agreed upon Electronic copy in MS Word	<u>1 week after award contract</u>	COTR
2.	Bi-weekly status Reports and time attendance records	1 copy	Electronic copy in MS Word	<u>biweekly</u>	COTR
3.	Detailed test plans and review of protocols	2 copies (electronic and hard copy)	MS Word electronic soft copy & hard copy document	Prior to start of testwork; testwork start date TBD	COTR
4.	Testing results report	2 copies (electronic and hard copy)	MS Word & MS Excel electronic soft copy & hard copy document	At the close of test work phase	COTR

Item Number	Deliverable	Quantity	Format/Method of Delivery	Due Date	To Whom
5.	Identification of deficiencies	2 copies (electronic and hard copy)	MS Word electronic soft copy & hard copy document	At the close of test work phase	COTR
6.	Development of Corrective Action Plans (CAP)	2 copies (electronic and hard copy)	MS Word electronic soft copy & hard copy document	At the close of test work phase	COTR
7.	Development and codification of documented Risk Profile (Refer to Attachment in appendix I for example)	2 copies (electronic and hard copy)	MS Word electronic soft copy & hard copy document	May 15, 2020	COTR
8.	Develop and present the final Risk Profile	2 copies (electronic and hard copy)	MS Word electronic soft copy & hard copy document	May 21, 2020	CFO, EO and Joint Committee

END OF CLAUSE

SECTION G -CONTRACT ADMINISTRATION DATA

G.1 Payment/Invoices

- G.1.1 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. The contractor shall be compensated as set forth below.
- G.1.2 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.1.3 After contract and purchase order award, 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 email at IPPCustomerSupport@discal.treasury.gov or by phone (866) 973-3131.
- G.1.4 Payment request means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, at a minimum, the Contractors' electronic invoice shall include the following information:
- Name and address of the Contractor,
 - The purchase order number,
 - Invoice date,
 - Invoice number,
 - Name of the Contracting Officer Technical Representative (COTR),
 - COTR email address, and
 - Description, quality, unit of measure, and extended price of the services or supplies actually rendered.
- G.1.5 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.1.6 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.2 Final Invoice

G.2.1 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.2.2 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 submitted the Release of Claims form as well as provide a copy of the final electronic invoice to the COTR.

G.3 Tax Exempt

G.3.1 The Courts is exempt from taxation pursuant to D.C. Code 47-2005(1).

G.4 Prompt Payment Act

G.4.1 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.5 Payment Schedule

G.5.1 The contractor shall submit monthly invoices. Payment will be made within thirty (30)

G.6 Contracting Officer (CO)

G.6.1 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. The contact information for the Contracting Officer is:

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

G.7 Authorized Changes by the Contracting Officer

- G.7.1 The Co is the only person authorized to approve changes in any of the requirements of this contract.
- G.7.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.
- G.7.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.8 Contracting Officer's Technical Representative (COTR)

- G.8.1 The COTR is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The COTR has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
 - G.8.1.1 Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
 - G.8.1.2 Coordinating site entry for Contractor personnel, if applicable;
 - G.8.1.3 Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
 - G.8.1.4 Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the Courts payment provisions; and
 - G.8.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- G.8.2 The address and telephone number of the COTR is:

Mr. Darryl Lesesne
Chief Internal Auditor
DC Courts Executive Office
500 Indiana Ave, 6th floor
Washington DC, 20001
Telephone Number: 202-879-1783
Darryl.Lesesne@dcsc.gov

G.8.3 The COTR shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of Courts property, except as specified under the contract.

G.8.4 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the Courts, to take all corrective action necessitated by reason of the unauthorized changes.

G.9 **Questions Concerning This Solicitation Must Be Directed By Email To:**

Maribel Torres
Senior Contract Specialist
Administrative Services Division
Procurement and Contracts Branch
District of Columbia Courts
616 H Street, N.W., Suite 622
Washington, D.C. 20001
mairbel.torres@dcsc.gov

END OF CLAUSE

SECTION H - SPECIAL CONTRACTS REQUIREMENTS

H.1 Department of Labor Wage Determination

The Contractor shall be bound by the Wage Determination No. 2015-4282, Revision No. 16, dated 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 Attachment J.4. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 27 of the DC Courts General Contract Provisions (Attachment J.1). If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.2 Publicity

The Contractor shall at all times obtain the prior written approval from the CO before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.3 Disclosure of Information

H.3.1 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.3.2 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.3.3 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.3.4 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.4 Security Requirements

H.4.1 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 Courts' Responsibilities

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

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

H.6 Contractor Project Staff

H.6.1 The Contractor shall not change key Contractor staff (for this solicitation's project team) unless such replacement is necessary due to sickness, death, termination of employment, or unpaid leave of absence. Any such changes shall require formal written notice to the Courts. Replacement project staff shall have comparable or greater skills with regard to performance of the project as the staff being replaced and be subject to the provisions of this RFP and any resulting contract.

The Courts reserves the right to require removal or reassignment of the Contractor's project staff found unacceptable.

The Courts may conduct reference checks—and will conduct background checks (See H.4)—on the Contractor's project staff. The Courts reserves the right to reject the Contractor's staff as a result of such reference and background checks.

Notwithstanding anything to the contrary, the Courts shall have the option to terminate the contract, at its discretion, if it is dissatisfied with the Contractor's replacement project staff.

H.7 Location of Work

The work shall be performed primarily at the following Court sites:

Moultrie Courthouse
500 Indiana Ave., NW, 6th Floor
Washington D.C. 20001-2131

Gallery Place Office
616 H Street, NW, 6th Floor
Washington D.C. 20001-2131

The following sites will be accessible and utilized on ad hoc basis:

Building A
515 5th Street NW
Washington D.C 20001-2131

Building B
510 4th Street, NW
Washington D.C 20001-2131

Building C
410 E Street, NW
Washington D.C 20001-2131

H.8 Records Retention

- H.8.1 All electronic and paper documents, forms, survey instruments, background materials secured as part of this contract shall be considered the property of the DC Courts.
- H.8.2 At the request of the COTR, the Contractor shall periodically review these resource materials with the COTR and establish file and retention plans.
- H.8.3 No later than fourteen (14) days before the close-out of the contract, the Contractor shall review with the COTR all project-related materials and agree on a disposition plan for the contract closeout. The SOW is not complete until all deliverables are accepted and approved by the COTR.

H.9 Supervision

In fulfilling the requirements of this contract, the Contractor shall:

- H.9.1 Continuously monitor the status of work, providing COTR with timely information regarding possible problems and proposed action required to mitigate such problems.
- H.9.2 Continuously communicate status of the work relative to the approved schedule. This requirement may be fulfilled by timely filing of the bi-weekly status reports by contractor's staff as required under the project management protocols.
- H.9.3 Assure that staff working under this contract provides the bi-weekly status report throughout the performance of the contractor's work, setting out current and upcoming activities, decisions required and issues of concern. *[Note: Timely, complete, and satisfactory provision by the contractor to the DC Courts of such reports shall be a condition precedent to payment of the contractor.]*

H.9.4 Assure that every two weeks (or as otherwise specified) staff working under this contract provide progress updates to the COTR that enable an updating of the project plan reflecting progress in completing scheduled work.

END OF CLAUSE

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 **Other Contractors**

The Contractor shall not commit or permit any act that will interfere with the performance of work by another Courts contractor or by any Courts employee.

I.3 **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.4 **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.5 **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.6 **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.7 Insurance

I.7.1 **General Requirements:** Prior to execution of the contract, the Contractor shall obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the insurance specified below with an insurance company licensed or qualified to do business with the District of Columbia Courts. **All insurance shall set forth the District of Columbia Courts as an additional insured. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with Ten (10) days prior written notice in the event of non-payment of premium. The Contractor must submit to the Contracting Officer a certificate of insurance as evidence of compliance within ten (10) calendar days after request.**

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

I.7.2 **Duration:** The Contractor shall carry all required insurance until all contract work is accepted by the Courts, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for

five (5) years following final acceptance of the work performed under this contract.

I.7.3 **Liability:** These are the required minimum insurance requirements established by the Courts. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**

I.7.4 **Contractor's Property:** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia Courts.

I.7.5 **Measure of Payment:** The Courts shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

I.7.6 **Notification:** The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.

I.7.7 **Certificates of Insurance.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

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

I.7.8 **Disclosure of Information.** The Contractor agrees that the Courts may disclose the name and contact information of its insurers to any third party which presents a claim against the Courts for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

I.8 **Order of Precedence**

I.8.1 The contract awarded as a result of this RFP will contain the following clause:

I.16.1.1 Order of Precedence

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) DC Courts General Contract Provisions
- (4) Contract attachments other than the General Contract Provisions
- (5) RFP, as amended
- (6) BAFOs (in order of most recent to earliest)
- (7) Proposal

I.17 Governing Law

This contract, and any disputes arising out of or related to this contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

END OF CLAUSE

PART III

LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

- J.1** General Provisions Applicable to D.C. Courts Contracts (23 Pages)
- J.2** Past Performance Evaluation Form (2 Pages) – (Submit 3 Evaluation Forms with your Technical Proposal- See sections L.19.1.4 and M.2.3)
- J.3** Tax Certification Affidavit
- J.4** Wage Determination No. 2015-4282, Revision No. 16, dated 12/23/2019 (12 Pages)

PART IV

REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 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.

K.2 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

K.3 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.4 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);

Solicitation No.: DCSC-20-FSS-51
Risk Profile Report

- (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.

K.5 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.6 Payment Identification Number

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.

K.7 Tax Certification

Each Offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as **Attachment J.3**.

END OF CLAUSE

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 Contract Award

L.1.1 Most Advantageous to the Courts

The Courts intends to award a single contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Courts, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 Initial Offers

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 cost or price, technical and other factors.

L.2 Proposal Form, Organization and Content

Offerors shall submit one (1) original Technical proposal (Volume I) and Price proposal (Volume II), three (3) copies of the proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal" and one (1) electronic (PDF) of the Technical and Price proposals (Volume I and II). Proposals shall be typewritten in 12 point font size on 8.5 by 11 bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. 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-20-FSS-51**

Caption: "Risk Profile Report "

Proposal Due Date & Time: February 20, 2020, 2:00 p.m., EST

Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The Offeror shall respond to each factor in a way that will allow the Courts to evaluate the Offeror's response. The Offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested below for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the Offeror proposes to fully meet the requirements in Section C.

L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.4 Proposal Submission

Proposals must be submitted no later than 2:00 PM on **February 20, 2020**. Proposals, modifications to proposals, or requests for withdrawals 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 not later than the five (5) calendar days before the date specified for receipt of offers;
- (b) The proposal or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the Courts, or
- (c) The proposal is the only proposal received.

L.4.2 Withdrawal or Modification of Proposals

An Offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date and time for receipt of proposals.

L.4.3 Postmarks

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 request for 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 on the postmark, the proposal shall be considered late unless the Offeror can furnish evidence from the postal authorities of timely mailing.

L.4.4 **Late Modifications**

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.4.5 **Late Proposals**

A late proposal, late modification or late request for withdrawal of a 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.5 **Explanation to Prospective Offerors**

If a prospective Offeror has any questions relating to this solicitation, the prospective Offeror shall submit the question in writing to Maribel Torres, Senior Contract Specialist at maribel.torres@dcsc.gov. The prospective Offeror shall submit questions no later than **February 10, 2020**. The Courts will not consider any questions received after **February 20, 2020**. The Courts will furnish responses promptly to all prospective Offerors. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective Offeror. **The Courts will post all amendments and responses to offerors questions in the DC Courts Website at at <https://www.dccourts.gov/about/procurement-contracts-branch>. Oral explanations or instructions given Courts officials before the award of the contract will not be binding.**

L.6 **Failure to Submit Offers**

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the CO, identified on section G.7, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the CO of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the CO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.7 **Restriction on Disclosure and Use of Data**

L.7.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the Courts except for use in the procurement process shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the Courts and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If, however, a contract is awarded to this Offeror as a result of or in connection with the submission of this data, the Courts will have the right to duplicate, use, or disclose the data to the extent consistent with the Courts' needs in the procurement process. This restriction does not limit the Courts' rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

L.7.2 Mark each sheet of data it wishes to restrict with the following legend:

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

L.8 Proposal Protests

L.8.1 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 622
Washington, D.C. 20001**

L.8.2 A protest shall include the following:

L.8.2.1 Name, address and telephone number of the protester;

L.8.2.2 Solicitation or contract number;

L.8.2.3 Detailed statement of the legal and factual grounds for the protest, including copies of relevant documents;

L.8.2.4 Request for a ruling by the Contracting Officer; and

L.8.2.5 Statement as to the form of relief requested.

L.9 Signing of Offers

The Offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. 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 Unnecessarily Elaborate Proposals

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the Offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L.11 Retention of Proposals

All proposal documents will be the property of the Courts and retained by the Courts, and therefore will not be returned to the Offerors.

L.12 Proposal Costs

The Courts is not liable for any costs incurred by the Offerors in submitting proposals in response to this solicitation.

L.14 Certificates of Insurance

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in Section I.7 to:

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

L.15 Acknowledgment of Amendments

The Offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter, telegram or e-mail from an authorized negotiator. The Courts must receive the acknowledgment by the date and time specified for receipt of proposals. An Offeror's failure to acknowledge an amendment may result in rejection of its offer.

L.16 Best and Final Offers

If, subsequent to receiving original proposals, negotiations are conducted, all Offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the CO determines that it is clearly in the Courts' best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify contractor selection and award based on the best and final offers received. If discussions are reopened, the CO shall issue an additional request for best and final offers to all Offerors still within the competitive range.

L.17 Familiarization with Conditions

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.18 Offerors may submit Proposals either by mail or by hand delivery/courier services.

L.18.1 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**

Solicitation No.: DCSC-20-FSS-51
Risk Profile Report

**Attn: Maribel Torres, Senior Contract
Specialist 616 H Street, N.W., Suite 622
Washington, D.C. 20001
maribel.torres@dcsc.gov**

L.18.2 Offerors submitting their proposals by Hand Delivery/Courier services must hand deliver their proposals to the following address:

**District of Columbia Courts
Administrative Services Division
Procurement and Contracts Branch
Attn: Maribel Torres, Senior Contract
Specialist 701 7th Street, N.W., Suite 622
Washington, D.C. 20001**

L.19 Technical and Price Proposals Format and Content

L.19.1 Volume I - Technical Proposal shall be comprised of the following tabs:

Tab	Section
A	General Information
B	Technical Approach
C	Section C – Credentials/Resumes
D	Past Performance

L. 19.1.1 Volume 1 - Tab A – General Information

In this section (Tab A) of the proposal, the Offeror shall provide a brief description of its organization to include:

1. Brief history of the Company;
2. Name, Address, Telephone Number and DUNS and Federal ID Numbers of the Offeror;
3. Name, Address, email and current phone number of Offeror's contact person.

L.19.1.2 Volume I - Tab B - Technical Approach (See Section M.2.1)

Six (6) pages limit has been established for the Technical Approach to encourage concise presentation, while responding to and explaining how all technical requirements shall be fulfilled. Any material beyond the six (6) pages limit will not be considered. The Offeror shall provide a **comprehensive plan to accomplish the**

work described in Section "C" - Description/Specifications/Statement of Work.

This shall, at a minimum, include:

1. Overall understanding of the RFP requirements.
2. The Feasibility of the proposed approach and the method of which implementation, including tasks, timeline, and management, accountability and expected deliverables.
3. A comprehensive list of project tasks and deliverables.
4. Clearly defined project responsibilities and accountability.

L.19.1.3 Volume I - Tab C – Section C – Credentials/Resumes (See Section M.2.2)

The Offeror's proposed staffing, as a team, shall demonstrate, at a minimum, relevant experience with recent projects of similar nature. Resumes of proposed resources shall be included.

Any additional relevant information.

L.19.1.4 Volume I - Tab D – Past Performance (See Section M.2.3)

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.

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:

Provide a brief description of past performance on contracts for furnishing software development professional services for a Court, federal government agency, local government agency, or to private sector businesses, inclusive of dates, contract amount, address and telephone number of the contract administrator.

Three (3) references to include information about previously performed Courts or federal or private contracts providing similar and/or like services, inclusive of dates, contract amount, address and telephone number of the contract administrator. **Each reference shall be submitted on the Past Performance Evaluation Form (Attachment J.2) and shall address client's satisfaction with Offeror's performance and deliverables on similar services.**

Solicitation No.: DCSC-20-FSS-51
Risk Profile Report

Past Performance Evaluation Form (Attachment J.2) 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.

Past performance information will be used for responsibility determination. The Courts will focus on information that demonstrates quality of performance relative to the similarity of scope, magnitude and complexity to that detailed in the RFP.

The Courts 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.19.2 Volume II – Price Proposal shall be comprised of the following tabs:

Tab	Section
A	Price Information
B	Certification Forms
C	Other Considerations

L.19.2.1 Volume II – Tab A - Price Proposal

L.19.2.1.1 A separately bound price proposal must be submitted using the format provided in **Section B.5** of this RFP.

L.19.2.1.2 The Price Proposal shall be comprised of the following Section(s): **Price/Cost Schedule (Section B.5)**.

L.19.2.2 Volume II - Tab B – Certification Information

L.19.2.2.1 **Offerors shall complete and submit with their proposal the Representations, Certifications and Acknowledgments (Page 23-26) , Tax Certification Affidavit (Attachment J.3), and a copy of their GSA Schedule.**

L.19.2.3 Volume II - Tab C - Disclosure

L.19.2.3.1 Other Considerations shall contain any assumptions, conditions, or exceptions (technical, price, or otherwise) by the Offeror upon which the proposal is based to include the rationale for the assumption, condition, or exception and other general information. If the Offeror has no assumptions, conditions, or

Solicitation No.: DCSC-20-FSS-51

Risk Profile Report

exceptions, state so.

L.19.2.3.2 Disclosure details of any legal action or litigation past or pending against the Offeror.

L.19.2.3.3 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.

L.20 Acceptance Period

L.20.1 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 Final Proposal Revision (FPR) is accepted within one hundred twenty (120) days from the date specified for submission thereof to furnish services at the price stated in the Price proposal, delivered or performed at the designated place within the time specified in this solicitation.

L.21 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.***

END OF CLAUSE

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. 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

M.2.1 Technical Approach (Refer to Section L.19.1.2) 0-45 points

M.2.1.1 The 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:

- a. Demonstrating an overall understanding of the RFP requirements;
- b. Providing a comprehensive list of project tasks and deliverables, with estimated start and finish dates;
- c. Clearly defining project responsibilities and accountability; and
- d. Translating the requirements described in **Section C** into actionable items.

M.2.2 Section C – Credentials/resumes (Refer to Section L.19.1.3) 0-40 points

M.2.2.1 The Offeror shall include credentials/resumes which clearly outline the resources skills & experiences:

Refer to Section C in its entirety.

M.2.3 Past Performance (Refer to Section L.19.1.4) 0-15 points

M.2.3.1 The Courts will evaluate the Offerors past performance on the basis of its reputation for the following:

The services have been provided in contracts of equal or larger size providing similar and or like services, with successful problem resolution and delivery of each phase of the implementation and integration on time and within budget.

Using Attachment J.2, three (3) letters of reference to the Courts to include information about previously performed District or Federal or private entity contracts of equal or larger size providing similar and/or like services, inclusive of dates of contract. Each reference shall address:

- a) adhering to standards of good workmanship, including the technical, business, and administrative aspects of performance;
- b) timely and reliable service delivery, adhering to work schedules, response times, and deadlines;
- c) demonstrating a commitment to customer satisfaction; and
- d) positive working attitude.

M.2.4 Total Points (100 Points Maximum)

M.3 RESERVED

M.4 Price Proposal Evaluation

M.4.1 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.4.2 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.4.3 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

Solicitation No.: DCSC-20-FSS-51

Risk Profile Report

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?
- 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 price(s) for hardware and software comparable to competitor's prices under this solicitation?
- d. Are the proposed price(s) for installing hardware and software comparable to Competitor's prices under this solicitation?
- e. Are the proposed price(s) for warranty and customer support comparable to Competitor's prices under this solicitation?

M.4.4 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.5 Evaluation of Prompt Payment Discount

M.5.1 Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the Courts if payment is made within the discount period specified by the Offeror.

M.5.2 In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin,

Risk Profile Report

or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the Courts, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Courts check.

M.6 Prospective Contractor's Responsibility

M.6.1 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.6.1.1 Financial resources adequate to perform the contract, or the ability to obtain them;

M.6.1.2 Ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;

M.6.1.3 A satisfactory record of performance;

M.6.1.4 The necessary organization, experience, accounting and operational control, and technical skills, or the ability to obtain them;

M.6.1.5 Compliance with the applicable Courts licensing, tax laws, and regulations;

M.6.1.6 The necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and

M.6.1.7 Other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

M.6.2 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.

END OF CLAUSE