

**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

**SOLICITATION NUMBER:** DCSC-20-FSS-74

**PROPOSAL/BID FOR:** DC Courts Robotics Pilot Process  
Automation

**DATE ISSUED:** April 8, 2020

**CLOSING DATE:** April 22, 2020

**CLOSING TIME:** 2:00 PM

**MARKET TYPE:** GSA Schedule  
70 Contractors

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**BID (TO BE COMPLETED BY 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 bid and the provisions of the IFB will constitute a Formal Contract.

<p style="text-align: center;"><b>BIDDER</b></p> <p>Name: Street: City, State: Zip Code:</p> <p>Area Code &amp; Telephone Number:</p>	<p>Name and title of Person Authorized to Sign Bid: (Type or Print)</p> <hr/> <table style="width: 100%;"> <tr> <td style="width: 70%; vertical-align: bottom;"> <p>Signature</p> <p style="text-align: right;">(Seal)</p> </td> <td style="width: 30%; vertical-align: bottom;"> <p>Date:</p> </td> </tr> </table> <p>Impress Corporate Seal</p> <p>Corporate (Secretary) _____ (Seal) (Attest)</p>	<p>Signature</p> <p style="text-align: right;">(Seal)</p>	<p>Date:</p>
<p>Signature</p> <p style="text-align: right;">(Seal)</p>	<p>Date:</p>		

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

<p>CONTRACT NO. _____</p> <p>ACCEPTED AS TO THE FOLLOWING ITEMS:</p> <p>_____</p> <p>CONTRACT PERIOD: _____</p>	<p>AWARD AMOUNT \$ _____</p> <p style="text-align: right;">DISTRICT OF COLUMBIA COURTS</p> <p style="text-align: right;">BY: _____</p> <p style="text-align: right;">CONTRACTING OFFICER</p> <p style="text-align: right;">AWARD DATE _____</p>
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All communication regarding this solicitation should be directed to Toshia Jackson, Contract Specialist at [toshia.jackson@dcsc.gov](mailto:toshia.jackson@dcsc.gov).

## **PART I**

### **SECTION B - SUPPLIES OR SERVICES AND PRICE/COST**

#### **B.1 PURPOSE**

The District of Columbia Courts (the Courts), Procurement and Contracts Branch is seeking a GSA Schedule 70 contractor to provide Robotics Process Automation (RPA) within the Budget and Finance Division (Division) that will:

- improve accuracy,
- improve compliance with established directives,
- increased employee morale by redeploy staff to higher-value functions, and
- increased productivity (allows employees to focus on high value tasks) by eliminating manual entries.

The pilot consists of one RPA to be developed and deployed for each of the following branches:

- Budget Branch –is responsible for submitting, monitoring, and reporting on annually approved budgets.
- Financial Operations Branch-is responsible for reviewing and processing invoices.
- Reporting and Control Branch- is responsible for developing the annual financial statements.

#### **B.2 PRICING INFORMATION**

The Courts intend to award a single contract resulting from this solicitation to the Offeror whose proposal represents the best overall value to the Courts. Bidders shall submit a complete price schedule (Attachment J.7) for the services specified and in accordance with Section C, Description/ Specification/ Work Statement, of this solicitation.

#### **B.3 TYPE OF CONTRACT**

This is a firm-fixed unit price contract.

#### **B.4 PRICE SCHEDULE**

Contractor shall complete and submit with their price proposal, Attachment J.7- Price Schedule of this solicitation.

#### **NOTE:**

**Any amendments to this solicitation will be posted to <https://www.dccourts.gov/about/procurement-contracts-branch>. Questions concerning this solicitation must be directed in writing no later than Monday, April 13, 2020 at 2:00 pm, local time to Toshia Jackson, Contract Specialist at [toshia.jackson@dcsc.gov](mailto:toshia.jackson@dcsc.gov).**

## **SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

### **C.1 BACKGROUND**

The District of Columbia Courts "The Courts" are comprised of the DC Court of Appeals, the DC Superior Court and the DC Court System. The Budget and Finance Division is a function of the Court System of the District of Columbia Courts and is responsible for using high quality financial and performance information to make and implement effective policy, management, stewardship, and program decisions. This Division prepares, enacts, and administers the D.C. Courts annual spending plan (budget); develops and maintains the accounting and reporting system of the D.C. Courts; receives and processes payments (i.e. court fees, fines, and forfeitures) made in the D.C. Courts; and issues, audits, reviews, tracks and pays vouchers for the Criminal Justice Act (CJA) and Counsel for Child Abuse and Neglect (CCAN) programs as well as makes payments for court-ordered compensation to legal and expert service providers under the D.C. Courts' Guardianship program. The Budget and Finance Division is comprised of the Office of the Chief Financial Officer and four branches: the Budget Branch, Financial Operations Branch, Reporting and Controls Branch, and Defender Services Branch.

All Federal agencies should regularly review their own management guidance and identify opportunities to streamline operations and reduce burden on their components, complementing the broader Government-wide efforts of the Cross-Agency Priority Goal to shift resources to high-value work. Office of Management and Budget (OMB) Memorandum M-18-19 encourages agencies to introduce new technologies, such as robotics process automation (RPA), to reduce repetitive administrative tasks, and other process-reform initiatives.

Robotic Process Automation (RPA) is proven technology used by the companies, federal agencies and state and local governments to increase operational efficiencies by automating rule-based, manual processes to simplify and standardize end-to-end business processes thus saving time and money. RPA technology is agnostic in its ability to work with any application(s) (e.g. Outlook, Excel, Access, PDF, Oracle) and other systems and applications.

### **C.2 Description/Specifications/Scope of Work**

C.2.1 The District of Columbia has an immediate need for a GSA Schedule 70 contractor to provide Robotics Process Automation (RPA) for the Budget and Finance Division. The pilot consists of one RPA to be developed and deployed for each of the following branches:

- Budget Branch –is responsible for submitting, monitoring, and reporting on annually approved budgets.
- Financial Operations Branch-is responsible for reviewing and processing invoices.
- Reporting and Control Branch- is responsible for developing the annual financial statements.

C.2.2 The Contractor shall assist in identifying, developing, and building a total of 3 pilot automations. These pilots are intended to prove and assess the feasibility of RPA within the Courts. These pilots will serve as a proof point and will be used as the foundation to further implement RPA within the DC Courts that aid in reduction of manual entries and/or business processes and increase high-value functions.

- C.2.3 The Contractor must provide an RPA Subject Matter Expert (SME) to analyze and score/prioritize already identified tasks based on task complexity, make recommendations on identified tasks to pilot, develop an RPA solution that can address the identified tasks (depending on recommendation), deploy the pilot solution, troubleshoot errors, and provide support during the RPA pilot.
- C.2.4 The Contractor shall also identify key success factors for future RPA implementations, including calculating and maintaining return on investment (ROI) information and other success factors associated with each automation. This can include, but is not limited to, estimated annual labor hours redirected to other tasks, estimated cost savings associated with re-directed labor hours, and improvements in key performance metrics, etc.
- C.2.5 Upon completion of the three (3) pilot RPAs, the Contractor shall develop and submit a formal presentation of ROI information and other success factors associated with each automation to the Chief Financial Officer (CFO), Executive Office (EO), and Joint Committee.
- C.2.6 The Contractor shall also perform the following general task(s):
- 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.
  - The Contractor shall remain abreast of changes in RPA technology and provide recommendations to the Courts on current and future technology solutions, as needed. This includes identifying and proposing opportunities to leverage machine learning and artificial intelligence.

### **C.3 Deliverables**

The Contractor will provide professional services to assist in the development, training, and deployment of three (3) financial RPAs. Below are the specific deliverables:

1. Support the installation of RPA software on premise
2. Meet and conduct workshop with each individual Branch (Financial Operations Branch, Budget Division, and Reporting and Control Branch) with the Division.
3. Develop an implementation process guide for each RPA deployment, to include: (a) the review criteria to evaluate processes and (b) the workflows for the RPA deployment.
4. Develop a Process Design Document (PDD) format for each of the individual RPAs.
5. Create and deploy a total of 3 financial bots using RPA development tool (studio). Each of the following Branches will get on RPA each:
  - Budget Branch,
  - Financial Operations Branch, and
  - Reporting and Control Branch.

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6. Execute automations using (attended bots).
7. Cross-train and execute knowledge transfer of the develop and coding of each individual RPA to the designated Courts IT staff.
8. Develop training material and provide on-site training to the end-user.
9. Develop and submit a formal presentation of ROI information and other success factors associated with each automation to the CFO, EO, and Joint Committee.
10. The implementation of all three (3) individual RPAs is expected to be before or by November 2, 2020.

C.3.1 Prior to acceptance by the Courts as ready for production use, the Courts reserve the right to perform testing on some or all of the Contractor's work.

C.3.2 Contractor shall:

1. Have stakeholder's active participation.
2. Ensure sufficient and appropriate resources have been allocated to the pilot process
3. Ensure UiPath software licensing is available prior to start of contract

C.3.3 The Courts will provide the necessary hardware.

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**SECTION D - PACKAGING AND MARKING**

(This section is intentionally left blank)

## **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 term of the contract will be seven (7) months from date of award or the a period of performance start date as specified in the contract. The date of award shall be the date the Contracting Officer signs the contract document.

**F.2 DELIVERABLES**

- F.2.1 All deliverables shall be in a form and manner acceptable to the Courts and accepted upon the approval of the Contracting Officer's Technical Representative (COTR). The Contractor shall furnish services, supplies, materials, and equipment required to meet and perform the requirements of this Contract within the designated timeframes.
- F.2.2 The Contractor shall provide required services to meet the requirements detailed in **Section C - Description/Specifications/Work Statement**. The specific deliverables are identified in Section C-C.3 of this solicitation.



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F.2.3 - Deliverables Schedule

<b>Item Number/Section</b>	<b>Deliverable</b>	<b>Format/Method of Delivery</b>	<b>Due Date</b>	<b>To Whom</b>
C.3-1	Support the Installation of RPA Software	In person/Court Premises	As scheduled	Budget and Finance Division
C.3-2	Meet with and Conduct Workshop with each Branch	In person facilitation/Court Premises	As scheduled	Financial Operations Branch, Budget Branch, Reporting & Control Branch
C.3-3	Develop an Implementation process guide for each RPA deployment	Written materials	As scheduled	COTR
C.3-4	Develop a process design document (PDD) format for each of the individual RPAs	Written materials	As scheduled	COTR
C.3-5	Create and Deploy 3 financial bots using RPA development tool (studio)		As Scheduled	Branch, Financial Operations Branch, Reporting & Control Branch
C.3-6	Execute Automations			COTR
C.3-7	Cross-train and execute knowledge transfer of the development and coding of each individual RPA to the designated IT staff member			To designated Court IT staff
C.3-8	Develop training material and provide on-site training	Written material & In-person facilitation on Court premises	As Scheduled	End User
C.3-9	Develop and submit formal presentation of ROI information and other success factors associated with each automation			CFO, EO, and Joint Committee
C.3-10	Implementation of 3 RPAs		On or before November 2, 2020	COTR

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**F.3 PERFORMANCE**

The Contractor shall coordinate the services to be provided under this contract with the COTR. See Section H of this solicitation for special performance requirements.

**F.4 PLACE OF PERFORMANCE**

The Contractor shall provide development and deployment services in person in the Budget and Finance Division, located at 616 H Street, N.W., Suite 600, Washington DC 20001.

**F.5 COMMENCEMENT OF WORK**

F.5.1 The COTR will conduct a kick-off meeting with the Contractor upon contract award. Information regarding the kick-off meeting will be provided to the Contractor by the COTR.

F.5.2 The start date for Contractor performance shall be determined by the COTR as stated in the contract document. The full implementation of all three (3) RPAs is expected to be completed by November 2, 2020.

## **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.

Payment shall be based on firm-fixed unit prices set forth in the contractor's pricing schedule. The DC Courts will pay the amount due the Contractor under this contract after:

- a. Delivery and acceptance of items specified in attachment J.7 Price Schedule; and
- b. Presentation of a properly executed invoice accompanied by supporting documentation.

### **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@fiscal.treasury.gov](mailto:IPPCustomerSupport@fiscal.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.
- h. Date services and/or supplies were rendered
- i. Copy of the invoice for materials

G.2.4 Once the electronic invoice has been submitted through IPP, no later than 2 business days from the

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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 submitted 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 receipted 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.7 CONTRACTING OFFICER AND CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

- G.7.1 **Contracting Officer.** The District of Columbia Courts' Contracting Officer who has the appropriate contracting authority is the only Courts official authorized to contractually bind the Courts through signing contract documents. All correspondence to the Contracting Officer shall be forwarded to:

Louis W. Parker  
Administrative Officer  
Administrative Services Division  
District of Columbia Courts  
616 H Street, N.W., Suite 622  
Washington, DC 20001  
[Louis.Parker@dcsc.gov](mailto:Louis.Parker@dcsc.gov)

G.7.2 **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:

Nadiuska J. Pringle, CGFM, CGAP  
Financial Operations Branch Chief  
Budget and Finance Division  
District of Columbia Courts  
616 H Street, N.W., Suite 600  
[Nadiuska.Pringle@dcsc.gov](mailto:Nadiuska.Pringle@dcsc.gov)

**G.8 AUTHORIZED REPRESENTATIVE OF THE CONTRACTING OFFICER**

- G.8.1 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.8.2 **THE RESULTANT CONTRACTOR IS HEREBY FOREWARNED THAT ABSENT THE REQUISITE AUTHORITY OF THE COTR TO MAKE ANY SUCH CHANGES, CONTRACTOR MAY BE HELD FULLY RESPONSIBLE FOR ANY CHANGES NOT AUTHORIZED IN ADVANCE, IN WRITING, BY THE CONTRACTING OFFICER, MAY BE DENIED COMPENSATION OR OTHER RELIEF FOR ANY ADDITIONAL WORK PERFORMED THAT IS NOT SO AUTHORIZED, AND MAY BE ALSO BE REQUIRED, AT NO ADDITIONAL COST TO THE COURTS, TO TAKE ALL CORRECTIVE ACTION NECESSITATED BY REASON OF THE UNAUTHORIZED CHANGES.**

## **SECTION H - SPECIAL CONTRACTS REQUIREMENTS**

### **H.1 OTHER CONTRACTORS**

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

### **H.2 DISCLOSURE OF INFORMATION**

- H.2.1 Any information made available by the District of Columbia Courts shall be used only for the purposes of carrying out the provisions of this contract, and shall not be divulged nor made known in any manner to any person except as may be necessary in the performance of the contract.
- H.2.2 In performance of this Contract, the Contractor agrees to assume responsibility for protection of the confidentiality of Courts records and that all work shall be performed under the supervision of the Contractor or the Contractor's responsible employees.
- H.2.3 Each office or employee of the Contractor to whom information may be available or disclosed shall be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions.
- H.2.4 No information regarding the Contractor's performance of the contract shall be disclosed by the Contractor to anyone other than the District of Columbia Courts officials unless written approval is obtained in advance from the Contracting Officer.

### **H.3 SPECIAL REQUIREMENTS**

The Contractor must be a UiPath Certified Partner and in good standing. UiPath is a global software company that develops a platform for robotic process automation.

### **H. 4 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. 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

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

**H.5 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.**

During the performance of the contract, the Contractor and any of its subcontractors shall comply with section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. §794 *et seq.*

**H.6 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

During the performance of this contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 *et seq.*

**H.7 SECURITY REQUIREMENTS**

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

**H.8 SAFETY PRECAUTIONS**

H.8.1 The Contractor shall perform all work in accordance with the Safety Standards of the District of Columbia and the Occupational Safety and Health Act of 1970.

H.8.2 The Contractor or his representative shall be thoroughly familiar with these standards and have copies of the same available at the project site at all times.

H.8.3 The Courts, its officers, agents, servants and employees shall not be held liable for any property damages or physical harm resulting from inadequate protection.

**H.9 USE OF PREMISES**

H.9.1 The Contractor shall comply with the regulations governing the operation of premises, which are occupied and shall perform his contract in such a manner as not to interrupt or interfere with the conduct of Court.

H.9.2 Any work necessary to be performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed in accordance with the terms of this contract and upon the approval of the COTR.

H.9.3 The Contractor shall use only such entrances to the work area as designated by the COTR.

H.9.4 Any work, once started, shall be completed as rapidly as possible and without unnecessary delay.

H.9.5 Only such portions of the premises as required for proper execution of the contract shall be occupied.

H.9.6 All work shall be performed in such manner as to cause minimum annoyance to occupants of adjacent premises and interference with normal traffic.

H.9.7 Work performed in existing buildings shall be executed in a manner that will cause minimum interference with facility occupants.

H.9.8 All work shall be carried on in an orderly manner performed in such manner to cause minimum:

- a. Interference with or disruption of normal activities in the building which is occupied; and
- b. Noises or disturbances.

## **H.10 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR**

The Court's obligation for performance of this contract each fiscal year is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Courts for any payment may arise for performance under this contract until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

## **H.11 CONSENT TO SUBCONTRACT**

The Contractor hereunder shall not subcontract any of the Contractor's work or services 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. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontractor approved by the Court, the Contractor shall remain liable to the Courts for all contractors' work and services required hereunder.

## **H.12 SUBCONTRACTS**

H.12.1 Nothing contained in the contract documents shall be construed as creating any contractual relationship between any subcontractor and the Court.

H.12.2 The divisions or sections of the specifications are intended to control the Contractor in dividing the work among the subcontractors or to limit the work performed by any trade.

H.12.3 The Contractor shall be as fully responsible to the Court for the acts and omissions of subcontractors, and of persons employed by them as he is for the acts and omissions of persons directly employed by him.

H.12.4 The Contractor shall be responsible for the coordination of the trades, subcontractors, materials, and persons engaged upon his work.

H.12.5 The Court will not undertake to settle any differences between the Contractor and his subcontractors or between subcontractors.



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H.12.6 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.

**H.13 PUBLICITY**

The Contractor shall at all times obtain the prior written approval from the Court's Contracting Officer 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.14 COMPLETION OF CONTRACT**

Contractor shall have fulfilled its obligation when the Court determines the Contractor has consistently provided services as described in the Statement of Work (DC Courts Contract) until the end of the contract period.

**H.15 CHANGES**

The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes in this contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of this contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment under this paragraph must be asserted within ten (10) days from the date the change is offered, provided however, that the Contracting Officer, may, in his or her discretion receive, consider and adjust any such claim asserted at any time prior to the final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined in accordance with section I.3. Nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

**H.16 ACCESS TO THE BUILDING**

The Contractor will be escorted by Court personnel for the performance of tasks under this contract or as directed by the COTR.

## **PART II**

### **SECTION I - CONTRACT CLAUSES**

#### **I.1 RESTRICTION ON DISCLOSURE AND USE OF DATA**

Offerors who include in their bids 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.2 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.3 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.4 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.5 NON-DISCRIMINATION**

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.6 PROTEST**

- I.6.1 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

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I.6.2 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.7 DEBRIEFING**

An unsuccessful offeror may request a debriefing by submitting a written request to the Contracting Officer at the address specified in I.7 above within (3) calendar days from the date of receipt of the notification of award.

## **I.8 INSURANCE**

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

- a. **General Liability Insurance.** The Contractor shall provide evidence satisfactory to the Contracting Officer 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.
- b. **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.

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- c. **Workers' Compensation Insurance.** The Contractor shall provide Workers' Compensation insurance covering all of its employees working in conjunction with the performance of this contract. Contractor agrees to comply at all times with applicable Federal and District of Columbia workers' compensation and occupational disease statutes.
  - d. **Employer's Liability Insurance.** The Contractor shall provide employer's liability insurance as follows: \$500,000.00 per accident for injury; \$500,000.00 per employee for disease; and \$500,000.00 for policy disease limit.
- I.8.2. Duration: The Contractor shall carry all required insurance until all contract work is accepted by the Courts, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for one (1) year, and four (4) renewable years, following final acceptance of the work performed under this contract.
- I.8.3. Liability: These are the required minimum insurance requirements established by the Courts. However, the required minimum insurance provided above will not in any way limit the Contractor's liability under this Contract.
- I.8.4. Contractor's Property: Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia Courts.
- I.8.5. Measure of Payment: The Courts shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- I.8.6. Notification: The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- I.8.7. Certificates of Insurance: The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:
- Louis W. Parker  
Contracting Officer  
Administrative Services Division  
District of Columbia Courts  
616 H Street, N.W., Suite 616  
Washington, D.C. 20001  
Louis.Parker@dcsc.gov
- I.8.8. Disclosure of Information: The Contractor agrees that the Courts may disclose the name and contact information of its insurers to any third party which presents a claim against the Courts for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract

**I.9 CANCELLATION CEILING**

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 preproduction and nonrecurring costs, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

## **I.10 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.11 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.

## **I.12 ORDER OF PRECEDENCE**

I.12.1 Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- a. Supplies and Services or Price/Cost Section (Section B);
- b. Specifications/Work Statement (Section C);
- c. Special Contract Requirements (Section H);
- d. Deliveries and Performance (Section F);
- e. Contract Clauses (Section I);
- f. Contract Administration Data (Section G);
- g. Inspection and Acceptance (Section E); and
- h. Contract Attachments (Section J)

**PART III**

**LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J - LIST OF ATTACHMENTS AND APPENDIX**

- |             |  |
|-------------|--|
| <b>J.1</b>  | <b>General Provisions Applicable to DC Courts Contracts</b>        |
| <b>J.2</b>  | <b>Anti-Collusion Statement</b>                                    |
| <b>J.3</b>  | <b>Ethics in Public Contracting</b>                                |
| <b>J.4</b>  | <b>Non-Discrimination</b>  |
| <b>J.5</b>  | <b>Certification of Eligibility</b>                                |
| <b>J.6</b>  | <b>Tax Certification Affidavit</b>                                 |
| <b>J.7</b>  | <b>Price Schedule</b>  |
| <b>J.8</b>  | <b>Wage Determination 2015-4282, Revision 16, dated 12/23/2019</b> |
| <b>J.9</b>  | <b>Past Performance Evaluation</b>                                 |
| <b>J.10</b> | <b>Supplier Request Form</b>                                       |

## **PART IV**

### **REPRESENTATIONS AND INSTRUCTIONS**

#### **SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS**

##### **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



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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

K.2     **ACKNOWLEDGMENT OF AMENDMENTS**

Any amendments to this solicitation will be posted to <https://www.dccourts.gov/about/procurement-contracts-branch>.

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

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

**NOTE:**     Bidder may acknowledge addendum here or on addendum or both.

K.3     **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.4 TYPE OF BUSINESS ORGANIZATION**

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

#### **K.5 PAYMENT IDENTIFICATION NO.**

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

Please list below applicable vendor information:

Federal Tax Identification Number: \_\_\_\_\_

Or

Social Security Number: \_\_\_\_\_

Dun and Bradstreet Number: \_\_\_\_\_

Legal Name of Entity Assigned this Number: \_\_\_\_\_

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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 Proposal Submission and Identification.**

L.1.1 The District of Columbia Courts will not accept a facsimile copy of a proposal as an original. Unless specifically authorized in the solicitation, the District of Columbia Courts shall not accept telegraphic offers.

L.1.2 Proposals shall be electronically submitted to Toshia Jackson, Contract Specialist at toshia.jackson@dcsc.gov. The Offeror shall include the name and address of the Offeror on the proposal package, and label it with the following:

***Solicitation Number: DCSC-20-FSS-74***

***Caption: DC Courts Robotics Pilot Process Automation***

***Proposal Due Date & Time: April 22, 2020 at 2:00pm***

**L.1.3 Confidentiality of Submitted Information.**

L.1.3.1 Offerors who include in their proposals data that they do not want disclosed to the public or used by the District of Columbia Courts except for use in the procurement process shall mark the title page of the proposal document with the following legend:

L.1.3.1.1 *"This proposal includes data that shall not be disclosed outside the District of Columbia Courts and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process."*

L.1.3.2 The specific information within the proposal which the Offeror is making subject to this restriction announced on the title page must be noted on the individual pages which contain it. The Offeror shall mark each page containing confidential information or data it wishes to restrict with the following text:

L.1.3.2.1 *"Use or disclosure of data contained on this page is subject to the restriction on the title page of this proposal".*

L.1.3.3 Note that the District of Columbia Courts shall have the right to duplicate, use, or disclose the data to the extent consistent with the Court's internal needs in the procurement process. The Courts may, without permission of the Offeror, use, without restriction, information contained in this proposal package if it is obtained from another source.

**L.1.4 Offerors may only submit proposals by email to the email address listed in Section L.1.2.**

**Proposals submitted to an email other than the one listed in Section L.1.2 will not be considered or accepted as received under this solicitation.**

**L.2 Proposal Information and Format.**

L.2.1 At a minimum, each proposal submitted in response to this solicitation shall include sections, as set forth below, which address the approach for the work described in Section "C" - Description/Specifications/Work Statement. The proposal shall include the requisite legal representations, resources which will directly be employed in the project, client references, and a description of similar services provided by the Offeror and its key personnel. Failure to address adequately any of these areas may result in the proposal being eliminated from consideration for award.

L.2.2 Proposals shall be prepared simply and economically, providing a straightforward, concise delineation of Offeror's capabilities to satisfy the requirements of this RFP. Fancy bindings and colored displays or promotional material are not desired or preferred, but pages must be numbered. **The proposal shall be prepared in two volumes. These shall be submitted and marked as follows: Volume I – Technical Proposal, and Volume II - Price Proposal.**

L.2.3 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 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 and all other incorporated solicitation documents.

L.2.4 Offerors shall complete, sign and submit all Attachments, Representations, Certifications and Acknowledgments as appropriate.

**L.3 Volume I - Technical Proposal**

L.3.1 No pricing information is to be included in Volume I - Technical Proposal.

L.3.1.1 The technical proposal shall comprise of the following sections:

Section	Section Name
A	General Information
B	Technical Approach and Timeline
C	UiPath Training/Certification and/or Credentials
D	Integration Team and Resumes
E	Past Performance

L.3.1.2      **Section A – General Information**

In this section 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. If the Offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements; and
4. Name, Address, email and current phone number of Offeror's points of contact.
5. A copy of each District of Columbia license, registration or certification that the Offeror is required by law to obtain. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the Offeror shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements. Documentary evidence should also be provided to show that the Offeror is current in its tax obligation to the District of Columbia.
6. Include the following disclosure information:
  - (i) Disclosure details of any legal action or litigation past or pending against the offeror;
  - (ii) 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.3.1.3      **Section B - Technical Approach**

Provide concise presentation of the technical approach in order to perform all required deliverables, while responding to and explaining how all technical requirements shall be fulfilled. The Contractor shall provide a **comprehensive plan along with a specific timeline 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, deliverables, and timeline.
4. Clearly defined project responsibilities and accountability.

5. Proper timeline to ensure implementation of all three (3) RPAs which is expected to be November 2, 2020.
6. Translating the requirements described in **Section C** into actionable items;

L.3.1.4 **Section C-UiPath Training /Certification**

- a. The Contractor must provide proof as a UiPath Certified Partner and in good standing. Along with a listing of all RPA Developers that are UiPath trained or Certified (preferred). The listing of RPA Developers that will be assigned to this contract must include copies of their resumes to illustrate compliance with this requirement. The Contractor shall include credentials/resumes which clearly outline the resources skills & experiences required to complete this SOW, especially regarding UiPath.

L.3.1.5 **Section D-Integration Team and Resumes**

The Contractors' 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.

L.3.1.6 **Section E – Past Performance**

The information requested in this section shall facilitate the evaluation of the Contractor's past performance in delivering the Court's requirements as described herein.

The Contractor shall provide any information to substantiate the Contractor's past performance in completing the requirements of Section C. The Contractor shall provide a minimum of three (3) RPA professional services references of similar size and scope. The Contractor shall provide the following information:

- Name of the federal agency,
- Provide a brief description of past performance on contracts for furnishing risk profile services to federal government agency,
- Contract price, and
- Duration of the contract.

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 this solicitation.

**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.**



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Past Performance Evaluation Form (Attachment J.2) will be used to query previous customers regarding Offerors past performance on contracts. Offerors shall ensure that customers listed 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.

The Courts will evaluate the Contractor's past performance based on its reputation for the following:

The product & 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.

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.4 Volume II – Price Proposal**

L.4.1 A separate price proposal must be submitted using the format provided in Attachment J.7- Price Schedule of this solicitation. 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. The information requested in this section shall facilitate the evaluation for realism, reasonableness, and completeness per section M of this solicitation.

L.4.2 **Each offeror shall submit one (1) completed copy of this solicitation, one (1) copy of the Technical Proposal, and one (1) copy of the Price Proposal. Each proposal shall be properly labeled and include all information requested in this solicitation.**

**L.5 Proposal Submission Date and Time, Late Submission, Modifications and Withdrawals**

L.5.1 Proposals shall be submitted no later than the date and time specified in the solicitation. Proposals, modifications to proposals, or requests for withdrawal that are received after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

L.5.1.1 The proposal or modification was sent by registered or certified mail no later than the fifth (5th) calendar day before the date specified for receipt of offers;

L.5.1.2 The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the Courts after receipt; or

L.5.1.3 The proposal is the only proposal received.

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- L.5.1.4 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.5.1.5 A late proposal, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.
- L.5.1.6 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.5.1.7 A late proposal, late modification or late withdrawal of offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

**L.6 Questions**

- L.6.1 Questions concerning this solicitation must be directed by **e-mail** to:

Toshia Jackson  
Contract Specialist  
Procurement and Contracts Branch  
Administrative Services Division  
[Toshia.Jackson@dcsc.gov](mailto:Toshia.Jackson@dcsc.gov)

- L.6.2 **Any prospective Offeror with questions, desiring an explanation or interpretation of this solicitation must request it by email no later than, April 13, 2020 by 2:00 p.m, local time.** Requests should be directed to the procurement contact person at the e-mail address listed in Section L.7.1. Any substantive information given to a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors as an amendment to the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract will not be binding.

**L.7 Changes to the Solicitation**

- L.7.1 The terms and conditions of this solicitation may only be modified by written addenda issued by the Contracting Officer, any oral representations to the contrary notwithstanding.

**L.8 Contract Award**

L.8.1 The Courts intend to make one award to the responsible Offerors whose proposal represents the best value to the Courts taking into consideration the evaluation factors set forth in Section M.

L.8.2 The Courts may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offeror's best terms from a standpoint of price, technical, and other factors.

**L.9 Final Proposal Revisions (FPRs)**

The Courts may award a contract upon the basis of initial offers received, without discussions. Therefore, each initial offer shall contain the offeror's best terms from a cost and technical standpoint. However, if discussions are held with offerors, all offerors within the competitive range will be notified regarding the holding of discussions and will be provided an opportunity to submit written Final Proposal Revisions at the designated date and time. If any modification is submitted, it must be received by the date and time specified and is subject to the "Late Submissions, Modifications and Withdrawals of Proposals" provisions of this solicitation. After receipt of Final Proposal Revisions, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the Courts best interest to do so. If discussions are reopened, the Contracting Officer shall issue an additional request for Final Proposal Revisions to all offerors still within the competitive range.

**L.10 Cancellation of Award**

L.10.1 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.11 Official Offer**

L.11.1 Offers signed by an agent shall be accompanied by evidence of that agent's authority unless that evidence has been previously furnished to the Contracting Officer.

**L.12 Certifications, Affidavits and Other Submissions**

L.12.1 Offerors shall complete and return with their proposal the Representations and Certifications (Attachments: 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-Price Schedule, J.9-Past Performance Evaluation, J.10-Supplier Request Form), and K.1.6 signed drug free workplace certification.

**L.13 Retention of Proposals**

L.13.1 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

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retained for official files and will become a public record after the award and open to public inspection. It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the Courts except as to the disclosure restrictions contained in Section L.1.3.

**L.14 Public Disclosure under FOIA**

L.14.1 Trade secrets or proprietary information submitted by an Offeror in connection with procurement shall not be subject to public disclosure under the District of Columbia Freedom of Information Act (FOIA). This Act is not applicable to the Court. However, the Offeror must invoke the protection of this section prior to or upon submission of the data or other materials; must identify the specific area or scope of data or other materials to be protected; and state the reasons why protection is necessary. A blanket proscription that the Offeror's entire proposal is proprietary will have no effect whatsoever.

**L.15 Examination of Solicitation**

L.15.1 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.16 Acknowledgment of Amendments**

L.16.1 Offerors shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) identifying the amendment number and date in the proposal; or (c) letter. The District of Columbia Courts must receive the acknowledgment by the date and time specified for receipt of offers. Offeror's failure to acknowledge an amendment may result in rejection of the offer.

**L.17 Right to Reject Proposals**

L.17.1 The Courts reserve the right to reject, in whole or in part, any and all proposals received as the result of this solicitation.

**L.18 Proposal Preparation Costs**

L.18.1 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.19 Prime Contractor's Responsibilities**

L.19.1 Each Offeror may propose services that are provided by others, but any service(s) proposed must meet all of the requirements of this solicitation.

L.19.2 If the Offeror's proposal includes services provided by others, the Offeror will be required to act as the

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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 solicitation.

**L.20 Failure to Respond to Solicitation**

- L.20.1 In the event that a prospective Offeror does not submit an offer in response to the solicitation, the prospective Offeror should advise the Contracting Officer by letter or postcard whether the prospective Offeror wants any future solicitations for similar requirements. If the prospective Offeror does not submit an offer for three successive offer openings and does not notify the Contracting Officer that future solicitations are desired, the prospective Offeror's name may be removed from applicable mailing list.

**L.21 Signing Offers and Certifications**

- L.21.1 Each offer must provide a full business address and telephone number of the Offeror and **BE SIGNED BY THE PERSON OR PERSONS LEGALLY AUTHORIZED TO SIGN CONTRACTS**. All correspondence concerning the offer or resulting contract will be mailed to the address shown above on the offer in the absence of written instructions from the Offeror or contractor to the contrary. Any offer submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any offer submitted by a corporation must include the signature and title of the person having authority to sign for the corporation. Upon request, an Offeror shall provide to the Courts satisfactory evidence of authority of the person signing on behalf of the corporation. If an agent signs an offer, the Offeror shall submit to the Contracting Officer, the agent's authority to bind the Offeror. Offeror shall complete and sign all Representations and Acknowledgments, as appropriate. Failure to do so may result in the offer being rejected.

**L.22 Errors in Offers**

- L.22.1 Offerors shall fully inform themselves as to all information and requirements contained in the solicitation. Failure to do so will be at the Offeror's risk. In the event of a discrepancy between the unit price and the extended price, the unit price shall govern.

**L.23 Authorized Negotiators**

- L.23.1 The Offeror shall include in its proposal a statement indicating those persons authorized to negotiate on the Offeror's behalf with the District of Columbia Courts in connection with this solicitation: (list names, titles, and telephone numbers of the authorized negotiators). Offerors are expected to examine the Statement of Work and all instructions and attachments in this solicitation. Failure to do so will be at the Offeror's risk.

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**L.24 Acceptance Period**

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

**L.25 System for Award Management**

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 THE SYSTEM FOR AWARD MANAGEMENT (SAM) PRIOR TO AWARD OF CONTRACT. REGISTER AT [WWW.SAM.GOV](http://WWW.SAM.GOV).***

## PART VI

### SECTION M - EVALUATION FACTORS

#### M.1 EVALUATION FOR AWARD

- M.1.1 The Courts intend to make an award to the responsible Offeror whose proposal represents the best value to the Courts. The evaluation criteria listed below will assist the Courts with determining the offer that is most advantageous. 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.1.2 Basis of award will be evaluated on whether proposed resources meet all specific tasks, requirements and deliverables requested in the above statement of work of this solicitation.

#### M.2 Technical Evaluation Criteria

- M.2.1 The evaluation factors set forth below shall be used to evaluate each proposal. The maximum points for technical proposal are 100 total points. The criteria for evaluating the proposals and their respective points are as follows:

EVALUATION CRITERIA	MAXIMUM POINTS
TECHNICAL APPROACH	45
EXPERIENCE/CREDENTIALS/RESUMES	40
PAST PERFORMANCE	15
<b>TOTAL</b>	<b>100</b>

- M.3 The Courts will not rate or score price but will evaluate each Contractor 's price proposal for realism, reasonableness, and completeness. This evaluation will reflect the Contractor's understanding of the solicitation requirements and the validity of the Contractor's approach to performing the work.
- M.3.1 **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:
- Do the proposed prices reflect a clear understanding of the requirements?
  - Do the proposed prices for performing various functional service requirements reflect the likely costs to the Contractor in performing the effort with reasonable economy and efficiency?
  - Are proposed prices unrealistically high or low?
  - Are the proposed prices consistent with the technical and Management/staffing approach

(e.g., if the Contractor proposes a staff of  $x$  people, the price proposal must account for  $x$  people)?

**M.3.2 Reasonableness:** In evaluating reasonableness, the Courts will determine if the Contractor 's proposed prices, in nature and amount, do not exceed those which would be incurred by a prudent contractor in the conduct of competitive business. The assessment of reasonableness will take into account the context of the source selection, including current market conditions and other factors that may impact price. In the evaluation the Courts will consider the following:

- a. Is the proposed price(s) (for Section B -Attachment J.7) 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 Contractor 's technical and management approach?

**M.3.3 Completeness:** In evaluating completeness, the Courts will determine if the Contractor's provides pricing data of sufficient detail to fully support the Contractor 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 Contractor is likely to incur in performing the effort?
- b. Are proposed prices traceable to requirements?
- c. Do proposed prices account for all requirements?
- d. Are all proposed prices supported with adequate data to permit a thorough evaluation?

#### **M.4 Prospective Contractor's Responsibility**

**M.4.1** In order to receive an award under this 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:

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

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

**M.4.1.3** A satisfactory record of performance;



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- M.4.1.4 The necessary organization, experience, accounting and operational control, and technical skills, or the ability to obtain them;
  - M.4.1.5 Compliance with the applicable District licensing, tax laws, and regulations;
  - M.4.1.6 The necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and
  - M.4.1.7 Other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- M.4.2** The Courts reserves the right to request from a prospective contractor information necessary to determine the prospective contractor's responsibility. Information is to be submitted upon the request of the Courts within the time specified in the request. Failure of an Offeror to comply with a request for information may subject the Offeror's proposal to rejection on responsibility grounds. If a prospective contractor fails to supply the requested information, the Court's Contracting Officer shall make the determination of responsibility or 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 SOLICITATION]