

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
 700 SIXTH STREET, N.W., ROOM 1257
 WASHINGTON, D.C. 20001

DATE ISSUED: March 16, 2023, 2PM
OPENING DATE:

CLOSING DATE: April 6, 2023
CLOSING TIME: 12:00 Noon

SOLICITATION NUMBER: DCSC-23-FSS-60

MARKET: GSA SCHEDULE
VENDORS

OFFER/BID FOR: EEO Investigative Services

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

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

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

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

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

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

PART 1
SECTION B - SUPPLIES OR SERVICES & PRICE/COST

All written communications regarding this solicitation should be addressed to the Contracting Officer at the mailing address listed on page 1. Any prospective offeror desiring an explanation or interpretation of this solicitation must request it by email no later than noon on Thursday, March 2, 2023. All communications should be directed by email to Grace Alao, Senior Contract Specialist at grace.alao@dccsystem.gov

The District of Columbia Courts is seeking a qualified GSA Schedule Contractor to provide EEO Investigative Services in accordance with this solicitation. The Courts intend to award an indefinite quantity, indefinite delivery (IDIQ) contract based upon firm-fixed unit prices.

B.1 PRICE SCHEDULE:

B.1.1 BASE YEAR

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Quantity Minimum	Minimum Total Price	Quantity Maximum	Maximum Total Price
CLIN 0001	Individual case one issue	\$_____ per case	1	\$_____	5	\$_____
0002	Individual case per additional issue	\$_____ per additional issue	1	\$_____	5	\$_____
0003	Individual case continuing violation	\$_____ per continuing violations	1	\$_____	5	\$_____
0004	Consolidated case one issue	\$_____ per case	1	\$_____	5	\$_____
0005	Consolidated case per additional issue	\$_____ per additional issue	1	\$_____	5	\$_____
0006	Consolidated case continuing violation	\$_____ per continuing violations	1	\$_____	5	\$_____
0007	Division/Component Level EEO Inquiry	\$_____ per division inquiry	1	\$_____	2	\$_____
0008	Additional copies of investigation report (per page)	\$_____ per page	1	\$_____	250	\$_____
0009	EEO Counseling	\$_____ Per Individual Case	1	\$_____	5	\$_____
0010	Analysis and Recommended Final Decisions	\$_____ Per Individual Case	1	\$_____	5	\$_____
0011	EEO Consulting: (Insert Labor Categories)	Hourly Rates				\$10,000.00
Grand Total for B.1.1				\$_____		\$_____

B.1.2 OPTION YEAR ONE

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Quantity Minimum	Minimum Total Price	Quantity Maximum	Maximum Total Price
CLIN 1001	Individual case one issue	\$_____ per case	1	\$_____	10	\$_____
1002	Individual case per additional issue	\$_____ per additional issue	1	\$_____	10	\$_____
1003	Individual case continuing violation	\$_____ per continuing violations	1	\$_____	10	\$_____
1004	Consolidated case one issue	\$_____ per case	1	\$_____	10	\$_____
1005	Consolidated case per additional issue	\$_____ per additional issue	1	\$_____	10	\$_____
1006	Consolidated case continuing violation	\$_____ per continuing violations	1	\$_____	10	\$_____
1007	Division/Component Level EEO Inquiry	\$_____ per division inquiry	1	\$_____	2	\$_____
1008	Additional copies of investigation report (per page)	\$_____ per page	1	\$_____	250	\$_____
1009	EEO Counseling	\$_____ Per Individual Case	1	\$_____	10	\$_____
1010	Analysis and Recommended Final Decisions	\$_____ Per Individual Case	1	\$_____	10	\$_____
1011	EEO Consulting: (Insert Labor Categories)	Hourly Rates \$				\$10,000.00 (Not to Exceed)
Grand Total for B.1.2				\$_____		\$_____

B.1.3 OPTION YEAR TWO

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Quantity Minimum	Minimum Total Price	Quantity Maximum	Maximum Total Price
CLIN 2001	Individual case one issue	\$_____ per case	1	\$_____	10	\$_____
2002	Individual case per additional issue	\$_____ per additional issue	1	\$_____	10	\$_____
2003	Individual case continuing violation	\$_____ per continuing violations	1	\$_____	10	\$_____
2004	Consolidated case one issue	\$_____ per case	1	\$_____	10	\$_____
2005	Consolidated case per additional issue	\$_____ per additional issue	1	\$_____	10	\$_____
2006	Consolidated case continuing violation	\$_____ per continuing violations	1	\$_____	10	\$_____
2007	Division/Component Level EEO Inquiry	\$_____ per division inquiry	1	\$_____	2	\$_____
2008	Additional copies of investigation report (per page)	\$_____ per page	1	\$_____	250	\$_____
2009	EEO Counseling	\$_____ Per Individual Case	1	\$_____	10	\$_____
2011	Analysis and Recommended Final Decisions	\$_____ Per Individual Case	1	\$_____	10	\$_____
2012	EEO Consulting: (Insert Labor Categories)	Hourly Rates				\$10,000.00 (Not to Exceed)
Grand Total for B.1.3				\$_____		\$_____

B.1.4 OPTION YEAR THREE

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Quantity Minimum	Minimum Total Price	Quantity Maximum	Maximum Total Price
CLIN 3001	Individual case one issue	\$_____ per case	1	\$_____	10	\$_____
3002	Individual case per additional issue	\$_____ per additional issue	1	\$_____	10	\$_____
3003	Individual case continuing violation	\$_____ per continuing violations	1	\$_____	10	\$_____
3004	Consolidated case one issue	\$_____ per case	1	\$_____	10	\$_____
3005	Consolidated case per additional issue	\$_____ per additional issue	1	\$_____	10	\$_____
3006	Consolidated case continuing violation	\$_____ per continuing violations	1	\$_____	10	\$_____
3007	Division/Component Level EEO Inquiry	\$_____ per division inquiry	1	\$_____	2	\$_____
3008	Additional copies of investigation report (per page)	\$_____ per page	1	\$_____	250	\$_____
3011	EEO Counseling	\$_____ Per Individual Case	1	\$_____	10	\$_____
3012	Analysis and Recommended Final Decisions	\$_____ Per Individual Case	1	\$_____	10	\$_____
3013	EEO Consulting: (Insert Labor Categories)	Hourly Rates				\$10,000.00 (Not to Exceed)
Grand Total for B.1.4				\$_____		\$_____

B.1.5 OPTION YEAR FOUR

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Quantity Minimum	Minimum Total Price	Quantity Maximum	Maximum Total Price
CLIN 4001	Individual case one issue	\$_____ per case	1	\$_____	10	\$_____
4002	Individual case per additional issue	\$_____ per additional issue	1	\$_____	10	\$_____
4003	Individual case continuing violation	\$_____ per continuing violations	1	\$_____	10	\$_____
4004	Consolidated case one issue	\$_____ per case	1	\$_____	10	\$_____
4005	Consolidated case per additional issue	\$_____ per additional issue	1	\$_____	10	\$_____
4006	Consolidated case continuing violation	\$_____ per continuing violations	1	\$_____	10	\$_____
4007	Division/Component Level EEO Inquiry	\$_____ per division inquiry	1	\$_____	2	\$_____
4008	Additional copies of investigation report (per page)	\$_____ per page	1	\$_____	250	\$_____
4009	EEO Counseling	\$_____ Per Individual Case	1	\$_____	10	\$_____
4010	Analysis and Recommended Final Decisions	\$_____ Per Individual Case	1	\$_____	10	\$_____
4011	EEO Consulting: (Insert Labor Categories)	Hourly Rates				\$10,000.00 (Not to Exceed)
Grand Total for B.1.5				\$_____		\$_____

B.2 Background

In administrative proceedings involving allegations of discrimination, the District of Columbia Courts (“Courts”) assume the burden of establishing a sufficient record to prove or disprove the charges of the complaint. In that effort, the Courts are responsible for ensuring that employment discrimination complaints are processed fairly, promptly, thoroughly, and in strict compliance with the 1964 Civil Rights Act, as amended, the Courts Equal Employment Opportunity Policies 400 (EEO), 410 (Sexual harassment), 420 (Anti-Bullying), Employee Dispute Resolution (EDR) Plan and , *et. seq.* and other applicable rules, regulations, policies, guidelines, etc.

Complaints of Equal Employment Opportunity (EEO) discrimination filed by employees of the Courts or applicants for Court employment, covered by 29 Code of Federal Regulations (CFR) Part 1614, and any subsequent statute, published regulation, rule, or directive, are included within the scope of this Statement of Work (SOW). The scope of work also includes allegations of discrimination, harassment or retaliation because of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking, or credit information of any individual; which are only processed in accordance with the Courts' Comprehensive Personnel Policy 400, *et seq.* The complaint processing regulations apply to the Courts' employee and applicants for Courts employment; they do not apply to those who are merely engaged in an independent contractual relationship with the Courts.

B.3 Applicable EEO Authorities

Authorities applicable to these contracts include, but are not limited to the following:

B.3.1 Statutory:

- (1) Title VII of the Civil Rights Act of 1964 (Title VII)(42 U.S.C. 2000e et seq.), as amended. <http://www.eeoc.gov/laws/statutes/titlevii.cfm>
- (2) Age Discrimination in Employment Act of 1967 (ADEA)(29 U.S.C. 633a). http://finduslaw.com/age_discrimination_in_employment_act_of_1967_adea_29_u_s_code_chapter_14
- (3) The Equal-Pay Act of 1963 (29 U.S.C. 206(d)). <http://www.eeoc.gov/laws/statutes/epa.cfm>
- (4) The Rehabilitation Act of 1973 (29 U.S.C. 791 et seq.) <http://www.eeoc.gov/laws/statutes/rehab.cfm> and Americans with Disabilities Act of 1990 (42 U.S.C. 12183), as amended. <http://www.ada.gov/pubs/ada.htm>
- (5) Older Workers' Benefits Protection Act (29 U.S.C 626(F)(2)), amending the Age Discrimination in Employment Act 1967. <http://uscode.house.gov/download/pls/29C14.txt>
- (6) Civil Rights Act of 1991. http://finduslaw.com/civil_rights_act_of_1964_cra_title_vii_equal_employment_opportunities_42_us_code_chapter_21

B.3.2 Regulatory:

- (1) 29 CFR Part 1614, as amended (Nov. 9, 1999). <http://www.gsa.gov/portal/content/101013>
- (2) 5 CFR 300.102©, 300.103©. http://edocket.access.gpo.gov/cfr_2010/octqtr/pdf/50cfr300.103.pdf
- (3) 7 CFR 2.89(a)(21). <http://www.dm.usda.gov/4300-7.pdf>

- (4) 5CFR Part 1201 Subpart E.
<http://www.mspb.gov/netsearch/viewdocs.aspx?docnumber=274862&version=275173&application=HTML>
- (5) Equal Employment Opportunity Commission (EEOC) Management Directive-110 (MD-110) (Nov. 9, 1999) <http://archive.eeoc.gov/federal/ajhandbook.html>
- (6) DC Courts' Employee Dispute Resolution Plan
https://www.dccourts.gov/sites/default/files/divisionspdfs/DC_Courts_Employment_Dispute_Resolution_Plan.pdf

B.3.3 DC Courts' Comprehensive Personnel Policies.
http://www.dccourts.gov/dccourts/courtsystem/HR/eo_ada.jsp

B.4 Definitions And Responsibilities

- B.4.1 Ordering Agency - The Court of Appeals for the District of Columbia, the Superior Court for the District of Columbia, and the District of Columbia Court Systems (hereinafter the "Courts").
- B.4.2 Contractor – The entity that has contracted with the Courts to perform the functions described in this SOW.
- B.4.3 Contracting Officer - The District of Columbia Superior Court Contracting Officer who has the appropriate contracting authority is the only Courts official authorized to contractually bind the Courts through signing contract documents. All correspondence to the Contracting Officer shall be forwarded to:

Darlene Reynolds
Contracting Officer
Administrative Services Division
District of Columbia Courts
700 Sixth Street, N.W., Suite 1250
Washington, D.C. 20001
Telephone Number: (202) 879-2872
Email: Darlene.Reynolds@dccsystem.gov

- B.4.4 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. (See Section G.4.2).
- B.4.5 ROI - Report of Investigation

SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 Scope of Work

The Courts anticipates the award of one (1) indefinite quantity, indefinite delivery (IDIQ) contract based upon firm-fixed unit prices, for EEO investigative services. Services will be ordered on an as-needed basis to perform specific EEO Investigations which includes, but is not limited to, conducting investigations, obtaining reports of investigations and preparing investigative filed for EEO discrimination complaints. The effective period of the contract shall be one (1) year from the date of award of the contract.

The Contractor shall provide sufficient supervision to ensure the EEO investigations are handled in accordance with the Courts' instructions and the standards established by the Equal Employment Opportunity Commission (EEOC) and DC Circuit, DC Court of Appeals and DC Superior Court authorities (See Section B.3 – APPICABLE AUTHORITIES). The contractor investigator shall have experience investigating a wide variety of EEO complaints and knowledge of applicable EEO authorities as outlined in Section B.3 entitled Applicable EEO Authorities; must have the training requirements specified in EEO Management Directive 110, (EEO-MD-110) Chapter 6 (November 9, 1999); and must have been provided a copy of this SOW. A minimum dollar amount of \$500.00 is guaranteed for this contract.

The purpose of this SOW is to conduct investigations, to obtain reports of investigation, and prepare investigative files in conformance with the standards established by EEOC. Investigations shall be performed by the Contractor to identify and obtain evidence from all relevant sources and gather sufficient information, concerning the basis and issues of the complaint. If the Courts have determined that a violation has occurred, the Contractor's report of investigation will provide the Courts with a sufficient factual basis from which to fashion an appropriate remedy and provide recommendations.

The Contractor shall conduct comprehensive inquiries into claims, allegations of illegal discrimination and make reasonable cause determinations for EEO matters.

The Contractor shall conduct comprehensive inquiries into claims, allegations and complaints related to bullying, harassment, and hostile work environment or other conduct inconsistent with the values of the Court and laws in which it supports.

The Contractor shall provide the Executive Officer or designee with briefings related to any investigations, inquiries, complaints, claims, and allegations directed toward or against employee (s) of the Courts.

The Contractor shall provide to COTR and senior court officials with a quarterly report of the EEO complaint activity.

Additional Contractor requirements:

C.2 Performance Requirement

- C.2.1 The Contractor shall perform investigation(s) which include a thorough review of the circumstances under which the alleged discrimination occurred and the treatment of the complainant and members of the complainant's protected group(s) as compared with the treatment of others not of that group(s) in the Courts. Additionally, the contractor shall review any policies and practices related to the alleged discrimination. The Contractor shall perform all of the work detailed herein, including investigating complaints, assembling the investigative files, and preparing the applicable reports.
- C.2.2 Regardless of the type of discrimination complaint, the Contractor shall perform work in the following three (3) major phases:
- (1) preparing for the investigation;
 - (2) securing testimony, obtaining documentary evidence and developing statistical information; and
 - (3) preparing the investigative report.
- C.2.3 To conduct the investigation as efficiently as possible, the Courts will forward to the Contractor, a transmittal letter outlining the case assignment and enclose the complaint file. These materials will be delivered to the Contractor by express mail or by a method where there is proof of receipt. The complaint file provided to the Contractor by the Courts shall contain all documents required in the complaint file specified on page 6-3 of MD-110, to the extent said documents are available to the Courts.
- C.2.4 To conduct the investigation as efficiently as possible, the Contractor will be provided a Letter of Authority which shall include the name of the complainant, complaint number(s), the name of the assigned investigator, and the date assigned. The Contractor shall then do the following: **A.)** Within five (5) calendar days after receipt of the case assignment, develop an investigative plan and schedule that will include all steps of the investigation. Upon request, the plan shall be provided to the COTR for review and approval. The COTR will review the plan within five (5) workdays. If the plan is not approved, the Contractor shall submit a revised plan within three (3) days of the disapproval. If the COTR does not request a copy of the plan and schedule, the Contractor shall make telephone contact with the COTR to coordinate and schedule any on-site visit(s). **B.)** Schedule interviews with all relevant witnesses.
- C.2.5 Each investigation order under this contract shall be limited to the specific issues accepted by the Courts. While a complainant may add or delete bases for their allegations at any time, the Contractor shall immediately refer, to the COTR, any new allegations raised by the complainant at the investigative stage. The accepted issues and incidents relevant to the complaint constitute the purview of the investigation. The contractor shall not investigate, agree to neither investigate nor comment on the acceptability of any new issues without first consulting the COTR.

C.2.6 The Contractor shall gather relevant documentary and statistical information, as outlined in, but not limited to 29 CFR 1614.108 and EEO MD-110, Chapter 6. To gather relevant documentary and statistical evidence the Contractor shall: **A.)** Review all relevant personnel records and statistical data and make one copy for inclusion in the report of investigation as part of the complete factual record. **B.)** Assemble the records/data collected in the format specified by this SOW. If the Contractor is experiencing a delay, or is having difficulty obtaining documentary evidence or statistical information, the Contractor shall contact the COTR to request assistance.

C.3 Securing Testimony

C.3.1 In accordance with 29 CFR 1614.108 and the instructions contained in EEO MD-110, Chapter 6, various methods may be used to secure testimony during the investigation. Specifically, the Contractor is required to utilize the following methodology to secure testimony: Take affidavits during an on-site visit; take affidavits via telephone interviews; and interrogatories (provide questions and answers). The COTR must authorize any other method that would lead to the development of a complete factual record.

C.3.2 To secure testimony as efficiently as possible, the COTR shall inform the complainant of his/her obligation to cooperate with the investigator or risk dismissal of the complaint. The COTR shall inform the Courts' officials that failure to cooperate with the investigation may result in some form of disciplinary action. Failure to cooperate may result in an adverse inference being drawn.

C.3.3 To secure testimony as efficiently as possible, the Contractor shall: Show all witnesses Contractor picture identification, and the Letter of Authorization prior to the start of the interview; inform each witness that he/she has been identified as having information relevant to the complaint; inform each witness of his/her right to representation at personal expense while providing testimony; inform each witness of his/her right to present evidence; obtain testimony under oath or affirmation without a pledge of confidence; and reduce the testimony to writing in affidavit form. If the witness wishes to change the substance of his/her affidavit, the Contractor shall allow the witness to change the affidavit and require the witness to initial each change made. If the witness rewrites the affidavit and substantive changes to the testimony relating to the issue(s) are made, the rewritten and retyped signed affidavit and the original affidavit shall be included in the investigative file. In the aforementioned case, the Contractor shall prepare a memorandum to the file explaining what happened; if the complainant fails to cooperate, the Contractor shall immediately advise the complainant in writing (certified mail/return receipt) of the requirement to cooperate in the investigation. (29 CFR Section 1614.108 (c) 3 (i)). If the complainant still refuses to cooperate, the Contractor shall write a second letter advising the complainant of the regulation. The Contractor shall notify the COTR of this failure. The Contractor shall include such information in the Report of Investigation (ROI).

C.3.4 The Contractor may disclose information or documents, as necessary, to obtain information from witnesses; e.g., to explain the allegations in a complaint, to explain a manager's articulated reasons for an action in order to develop evidence bearing on that reason, or to obtain rebuttal affidavits.

C.3.5 If the Complainant fails to cooperate with the investigation, the Contractor will document in the investigative report all efforts to contact or gain the cooperation of the Complainant or a witness(es). In no case will the Contractor allow the non-cooperativeness of the Complainant, a witness, or the Courts to prevent the Contractor from meeting its time frames stated in this SOW.

C.4 Request For Extension Of The Investigation

The Contractor shall submit, in writing, to the COTR, any request to extend an investigation beyond the period stipulated by the Courts. The request must be submitted with a justification for the extension. Requests must be received at least five (5) days before the due date of the report of investigation. The COTR reserves the right to deny extension requests on a case-by-case basis.

C.5 Replacement Of Investigators

The Contractor shall monitor the work of its investigators to ensure their objectivity throughout the investigation of a complaint. If the Contractor determines that an investigator may be biased toward the Courts or the complainant, the Contractor must remove the investigator and assign another in his/her place, at no additional cost or expense to Courts. The Courts may at any time demand removal of an investigator where facts demonstrate that the investigator is biased toward either party, or is not competent to perform the required duties. The competence of the investigator shall be based on his/her ability to perform the functions and tasks of the Contractor/Investigator as set for the in EEO-MD-110, Chapter 6.

C.6 On-Site Visit

When the Courts have determined that an on-site visit is required the following procedures must be adhered to: To efficiently manage the on-site visit, the COTR or his/her designee shall arrange for a private meeting place to conduct the interview sessions. The meeting place shall also include a telephone and other reasonable accommodations as required.

To efficiently manage the on-site visit, the Contractor shall: Immediately upon arrival for the on-site visit, report to the COTR or his/her designee to confirm completion of liaison activities, time and location of investigation; Confirm interview schedule for witnesses and documentation requests; secure and prepare testimony of the complainant and witnesses in the format specified by this SOW; and secure documentary evidence.

C.7 Division Or Component Level EEO Inquiry

Upon request from the COTR, the Contractor shall conduct Division or Component Level EEO inquiries. The investigator shall perform an EEO Investigation of the Division or Component in order to determine whether alleged discrimination was isolated to the named Complainant, or was systemic to the environment and other employees, inclusive of Complainant, i.e. were other employees in the Complainant's component subject to like discriminatory behavior by management. The investigation shall be akin to investigation of a class complaint. The Contractor is required to conduct investigations in compliance with MD-110, however, with a preference for face-to-face interviews with a maximum of twenty (20) affiants to be interview. Any deviation

from the face-to-face interview requirement shall be subject to the COTR's concurrence. At conclusion of the investigation in accordance with the timelines herein established, the Contract shall provide a draft ROI for the EEO officer's review. After EEO Officer's review and acceptance, the Contractor shall provide an original and four (4) copies of the final ROI, along with an electronic copy.

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.

E.2 Acceptance Of Services

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

SECTION F - DELIVERABLES AND PERFORMANCE

F.1 **Term Of Contract**

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

F.2 **Option Period**

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

F.2.1 **Option to Extend the Term of the Contract**

The Courts may extend the term of this contract one (1) base year and four (4) one (1) option periods or a fraction, or multiple fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the Courts shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Courts to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the 30-day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

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

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

F.3 **Commencement Of Work**

F.3.1 The Contractor shall be fully prepared and capable of performing the requirements immediately upon the date of award and receipt of the approved contract order.

F.4 **Deliverables**

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

F.4.1 Report Of Investigation (ROI)

F.4.1.1 The original (with Social Security Numbers removed), two copies of the original, a CD version of the original, and three (3) copies of the sanitized report of investigation (ROI) shall be provided within 45 workdays (with the exception of expedited requests, which are 30 days) from the date the Contractor receives the Delivery Order and the complaint file unless otherwise specified by the COTR.

F.4.1.2 The Contractor shall clearly mark the original report of investigation will be clearly marked "Original," the copies marked "Copy" and the Courts' name must be clearly identified. Sanitization will be in accordance with this SOW, and a key provided when necessary.

F.4.1.3 The Courts shall specify the delivery date of the draft report in the Transmittal Letter. Within thirty (30) days after receipt of the report of investigation the Courts shall accept, reject, or request modification(s) and provide any comments to the Contractor. If corrections are necessary, the contractor shall forward the corrected copy of the ROI to the COTR within ten (10) days after receipt of the COTR's comments.

F.4.1.4 If any deliverable is still unacceptable after changes, the Contracting Officer may terminate the order and reimburse contractor in accordance with work completed. Furthermore, should the Courts determine that there are repetitive, ongoing concerns with the quality and/or sufficiency of deliverable, the Courts reserves the right not to request additional orders from the contractor in the future.

F.5 Consolidation Of Cases

In cases where the Courts have consolidated multiple complaints from one complainant, the Contractor shall consolidate the investigation and shall issue one ROI that addresses all complaints. The evidence for each complaint shall be separated within the ROI by exhibit or sub-tab and identified by case number. All copies of the ROI shall clearly identify each case number of the consolidated complaint.

F.6 Supplemental Investigation

If a complaint is remanded for a supplemental investigation that was initially investigated by the Contractor, the same Contractor shall perform the supplemental investigation unless otherwise authorized by the Courts. The Contractor shall submit the supplemental ROI within 15 days of the supplemental request. Within ten (10) days of receipt of the supplemental investigation report, the ACP shall accept, reject, or request modification to the report. In cases of either rejection or modification, the Contractor shall make the changes at no additional cost and forward the revised report to the COTR within ten (10) days of receipt of the COTR's comments. The Contractor must insert all supplemental documents and information in the original and copies of the report.

F.7 Sanitization Of Reports Of Investigation

- F.7.1 The original and all copies shall be sanitized such that the home address, home telephone number, and social security number for witnesses and other individuals (e.g., applicants for a position) shall not be released.
- F.7.2 Do not sanitize the formal complaint of discrimination form and the notice of acknowledgment/acceptance of complaint by the Courts and the EEO Counselor's Report. However, when these items are sanitized, a key must be provided.
- F.7.3 Where sanitizing of names is required, a key must be established identifying the individual's code. The key will be placed in an envelope and included with the ROI when it is forwarded to the Courts.
- F.7.4 In addition to the above, names and signatures on the original and all copies of the reports shall be sanitized as follows: Any name listed on any disciplinary action documentation must be sanitized, other than that of the Complainant. Except for complaints based on age or national origin, also delete dates of birth and places of birth. Delete pay, disciplinary references, security determinations, T&A data, rating and award information unless needed to answer the accepted allegations.

F.8 Additional Copies Of Report Of Investigation

The COTR may order additional copies from the contractor and ad cost for copies. Additional copies of report ordered prior to delivery of the final reports shall be due simultaneously with the final report.

F.9 Investigative Report Content And Format

The cover of the investigative reports shall bear the Complainant's first name, Middle initial, last name, case number(s) for each case, the Courts' name, and shall be labeled original or copy. The investigative report shall be arranged as follows:

(1) Description of complaint to include the following:

- (a) Name of Complainant;
- (b) Title and Grade of Complainant's Position;
- (c) Name, and address of the Courts;
- (d) Current Address and Telephone Number of Complainant.
- (e) Name and current Address and Telephone Number of Complainant's Representative (including whether Complainant's representative is a licensed attorney);
- (f) Case Number for Each Complaint;
- (g) Identity of Investigator; and
- (h) Basis and Issue of Complaint.

(2) Issues in Complaint

- (a) Courts' Accepted Issue(s)

(3) Burden of Proof Requirements

(4) Description of Investigation

- (a) Date of Investigation
- (b) Date Report of Investigation Submitted; and
- (c) Investigative Method Used.

(5) Survey of General Environment; and

(6) Exhibits which shall include, but not be limited to (in the following order):

- (a) Copy of the Formal Complaint;
- (b) EEO Counselor's Report;
- (c) Acceptance Letter;
- (d) Letter of Authorization;
- (e) Relationship Chart;
- (f) Affidavits – Each Affidavit shall be Tabbed:

- (f1) Complainant's affidavit
- (f2) Responsible Management Officials' (RMO) affidavit
- (f3) Complainant's rebuttal or declination of rebuttal
- (f4) Other witness (es) affidavit(s)

- (1) Affidavits shall be in the format specified by the Courts
- (2) The Contractor shall type affidavits double spaced, on 8 ½" x 11" paper and shall give the affiant's statement in the form specified by the Courts. Space for the affiant's initials and page number shall be provided at the bottom of each page. A copy of questions asked and/or provided to the complainant and witnesses by the Contractor will be included.
- (3) A statement should be provided by the investigator relative to why any witnesses provided by the complainant or the Responsible Management Officials were not interviewed. The affiant shall be permitted to make any necessary corrections to his/her statement and shall be required to initial each page and sign the final page of the affidavit.

If the affiant makes substantial changes, the Contractor shall retype the affidavit and obtain the affiant's signature.

- (4) The complainant shall be given the opportunity to provide a rebuttal affidavit prior to the conclusion of the investigation. If a rebuttal is provided, a signed copy shall be included in the ROI at (f3) exhibit.

If the complainant does not wish to provide a rebuttal affidavit, the investigator shall obtain a declination of rebuttal statement from complainant.

If the complainant refuses to provide a rebuttal, the investigator shall contact the complainant, in writing, offering the complainant the opportunity to rebut. This

letter and return receipt shall be made a part of the record and exhibit (f3) in lieu of the complainant's rebuttal statement.

(5) Upon receipt, the complainant and other affiants shall be given a copy of his/her affidavit.

(g) Documentation relevant to the issue(s) and basis (es). Each document shall be tabbed and/or sub-tabbed. For example, each SF-171 shall have a sub-tab; a tab shall separate all of the SF-171s from other file documents.

(1) The report should include all relevant information.

(2) Should the Contractor choose not to include an entire solicited document or material offered in evidence by the complainant or a witness in the investigative file, the Contractor shall state the reasons for the exclusion in writing the report. For example, if a complete manual is offered in testimony, the Contractor may include only the relevant portions of the manual in the file. The Contractor shall return the unused documents to the party or parties who furnished the documents. Documents shall only be included in the file once. If a document is appropriate to two or more locations, a reference shall be included for each additional location stating what the document is, and where it is filed.

(3) The following kinds of information are privileged and normally should not be included in the Investigative File:

(aa) Medical information about Complainant concerning a mental or other condition of such nature that a physician would hesitate to inform the person suffering from it or its exact nature. (5 CFR Part 339 and 5 CFR Part 772)

(ab) Classified information; and

(ac) OPM job element guides and crediting plan. If the Contractor determines that any of the above information is essential to an investigation, he/she shall notify the COTR. The COTR shall advise the Contractor of what steps to take.

(h) Statistical Information relevant to the complaint.

F.10 Computation Of Time

All time periods specified in this SOW stated in terms of days are workdays unless otherwise noted. The first day counted shall be the business day after receipt of the task order and the last day of the time period shall be included, unless it falls on a Saturday, Sunday or Federal holiday, in which case the period shall be extended to the next business day.

F.11 Conflict Of Interest

If, for any reason, the COTR or the Contractor determines that the Contractor and/or an employee of the Contractor faces a potential, perceived or real conflict of interest, the COTR shall notify the Contractor or the Contractor shall notify the COTR of the potential, perceived or real conflict of interest and the Contractor and/or contract employee shall cease all work on or reassign the task or proceed at the discretion of the COTR. At the COTR's option, the Contractor may provide an acceptable replacement investigator.

F.12 Nondisclosure Agreement

At the beginning of the contract, the Contractor shall obtain a signed Nondisclosure Agreement from each employee working on the contract. All new employees shall be required to sign a Nondisclosure Agreement. Contractors' employees will not be allowed to investigate the Courts' discrimination complaints until this requirement is satisfied. Copies of Nondisclosure Agreements for applicable employees shall be submitted to the COTR upon request.

F.13 New Issues

When a new issue is raised with the investigator or a new complaint is filed during the investigation of a complaint file by the same individual or consolidated individuals, the new issue(s) or new complaint(s) may be added to the Delivery Order via modification and after coordination by the COTR with the Contractor or vice versa. The cost for the new issue(s) or new complaint(s) shall be in accordance with the prices reflected in the schedule.

F.14 Financial Obligation

In the event an investigation is interrupted because of withdrawal, settlement or cancellation, the Contractor shall be paid in accordance with the following:

Time During Investigative Process When Interruption or Cancellation Occurred	Cumulative Percent of Delivery Order Total Price to Be Paid
Planning phase prior to the beginning of an investigation	15%
During the investigation	30 – 80%
After submittal of the draft report (prior to approval)	90%
During or after preparation of the final Report	100%

F.15 Briefings

Briefings related to any investigations, inquiries, complaints, claims, and allegations directed toward or against employee(s) of the courts shall be provided to the Executive Officer.

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.
- G.1.2 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 both the DC Courts Supplier Information Form as well as IPP. The SAM website address is <https://www.sam.gov>.
- G.1.3 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 contract and purchase order numbers;
 - Invoice date and number;
 - Description, quantity, unit of measure, and extended price of the services or supplies actually rendered;
 - Date the services or supplies were rendered;
 - Shipping & payment terms;
 - Name and address of the Contractor official to whom payment is to be sent;
 - Name, title, phone number, and mailing address of person to be notified in the event of a defective invoice;
 - The Contractor's Electronic Fund Transfer (EFT) routing identification (bank name and code, account number) or the Contractor's complete remittance or check mailing address, including the name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent; and
 - Signature of a person so authorized to certify that the services or supplies were provided as stated.
- 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 receipted and approved invoice pursuant to the Prompt Payment Act, 31 U.S.C. 3901 et seq.

G.5 In addition, the Contractor shall complete **Attachment J.7- District of Columbia Courts Release of Claims form and submit to the Contracting Officer.**

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 Court and a discrepancy of overpayment is found, the Court shall be reimbursed for said overpayment within thirty (30) days after written notification.

G.6.1 Contracting Officer and Contracting Officer's Technical Representative (COTR).

G.6.2 **Contracting Officer.** The District of Columbia Superior Court Contracting Officer who has the appropriate contracting authority is the only Court official authorized to contractually bind the Court through signing contract documents. All correspondence to the Contracting Officer shall be forwarded to:

Darlene Reynolds
Contracting Officer
Administrative Services Division
District of Columbia Courts
700 Sixth Street, N.W., Suite 1250
Washington, D.C. 20001
Telephone Number: (202) 879-2872
Darlene.Reynolds@dccsystem.gov

G.6.3 **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:

Tiffany Adams-Moore, Esq.
Equal Employment Opportunity Officer
District of Columbia Courts
500 Indiana Avenue, NW
Telephone Number: (202) 879-7595
Tiffany.Adams-Moore@dcsc.gov

G.7 Authorized Representative of the Contracting Officer.

G.7.1 The COTR will have the responsibility of ensuring that the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in this contract. It is understood and agreed that the COTR shall not have authority to make changes in the scope or terms and conditions of the contract.

G.7.2 **THE RESULTANT CONTRACTOR IS HEREBY FOREWARNED THAT ABSENT THE REQUISITE AUTHORITY OF THE COTR TO MAKE ANY SUCH CHANGES, CONTRACTOR MAY BE HELD FULLY RESPONSIBLE FOR ANY CHANGES NOT AUTHORIZED IN ADVANCE, IN WRITING, BY THE CONTRACTING OFFICER, MAY BE DENIED COMPENSATION OR OTHER RELIEF FOR ANY ADDITIONAL WORK PERFORMED THAT IS NOT SO AUTHORIZED, AND MAY BE ALSO BE REQUIRED, AT NO ADDITIONAL COST TO THE COURTS, TO TAKE ALL CORRECTIVE ACTION NECESSITATED BY REASON OF THE UNAUTHORIZED CHANGES.**

SECTION H - SPECIAL CONTRACTS REQUIREMENTS

H.1 **Other Contractors**

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

H.2 **Disclosure of Information**

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

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

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

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

H.3 **Rights in Data**

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

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

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

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

H.4 **Security Requirements**

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

H.5 **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.6 The Contractor is bound by the attached Wage Determination No.2015-4281, Revision No.25, dated December 27, 2022, issued by the U.S. Department of Labor, in accordance with the Service Contract Act of 1965, as amended (41 U.S.C. 351, incorporated herein as Attachment J.9. The Contractor shall be bound by the prevailing wage rates for the term of the contract. If the Courts exercise any option year, the Contractor shall be bound by the wage determinations in effect at that time.

H.7 Unenforceability of Unauthorized Obligations (Contract Clauses for any purchased acquired subject to supplier license agreements)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of

Service (TOS), or similar legal instrument or agreement, that includes any clause:

- (i) Requiring the Court to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability; or
- (ii) Providing for renewal of the contract in a subsequent fiscal year without requiring affirmative action from the contracting officer (unless pursuant to the Court's multiyear contracting authority), that would create an Anti-Deficiency Act violation (31 U.S.C. § 1341), the following shall govern:

(1) Any such clause is unenforceable against the Court.

(2) Neither the Court nor any Court authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Court or any Court authorized end user to such clause.

(3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement. (revised March 31,2017)

(b) Paragraph (a) of this clause does not apply to indemnification by the Court that is expressly authorized by statute and specifically authorized under applicable Court regulations and procedures.

H.8 Disclosure of Information

H.8.1 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.8.2 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.8.3 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.8.4 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.9 **Security Requirements**

H.9.1 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.10 **Courts' Responsibilities**

H.10.1 The Courts' staff will work with the selected Contractor to address any questions and concerns.

H.10.2 The Courts' staff will provide the necessary level of access to the Courts systems.

H.11 **Contractor Project Staff**

H.11.1 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.9)—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.

PART II

SECTION I - CONTRACT CLAUSES

I.1 RESERVED

I.2 **Restriction On Disclosure and Use of Data**

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

I.3 RESERVED

I.4 **Disputes**

Any dispute arising under or out of this contract is subject to the provisions of Chapter 8 of the Procurement Guidelines of the District of Columbia Courts. Chapter 8 can be found in <https://www.dccourts.gov/about/procurement-contracts-branch> under Procurement and Contracts Branch.

I.5 **Laws and Regulations**

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

I.6 RESERVED

I.7 **Examination of Books and Records**

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

I.8 **Record Keeping**

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

I.9 **Subcontracts**

None of the Contractor's work or services hereunder may be subcontracted by the Contractor to any subcontractor without the prior, written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract

agreement which the Courts shall have the rights to review and approve prior to its execution. Notwithstanding any such subcontractor approved by the Court, the Contractor shall remain liable to the Courts for all contractors' work and services required hereunder.

I.10 **Protest**

I.10.1 Any aggrieved person may protest this solicitation, award or proposed contract award in accordance with Chapter 8 of the Procurement Guidelines of the District of Columbia Courts. Protest shall be filed in writing, within ten (10) working days after the basis of the protest is known (or should have been known), whichever is earlier with the Contracting Officer at:

I.10.1.1 Darlene Reynolds
Contracting Officer
Administrative Services Division
District of Columbia Courts
700 Sixth Street, N.W., Suite 1250
Washington, D.C. 20001
Telephone Number: (202) 879-2872
Darlene.Reynolds@dccsystem.gov

I.10.2.1 Name, address and telephone number of the protester;

I.10.2.2 solicitation or contract number;

I.10.2.3 Detailed statement of the legal and factual grounds for the protest, including copies of relevant documents;

I.10.2.4 Request for a ruling by the Contracting Officer; and

I.10.2.5 Statement as to the form of relief requested.

I.11 **Debriefing**

I.11.1 An unsuccessful offeror may request a debriefing by submitting a written request to the Contracting Officer at the address specified in I.10.1.1 above within (3) calendar days from the date of receipt of the notification of award.

I.12 **Continuity Of Services**

(a) The Contractor recognizes that the services under this contract are vital to the Courts and must be continued without interruption and that, upon contract expiration, a successor, either the Courts or another contractor, may continue them. The Contractor agrees to-

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good

faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

I.13 **INSURANCE**

- A. **GENERAL REQUIREMENTS.** The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer (CO) giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia Courts.

The District of Columbia Courts shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against the District of Columbia Courts relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be affected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any

deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

I.13.1 **Commercial General Liability Insurance (“CGL”)**

The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. (“ISO”) form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

All insurance shall set forth the District of Columbia Courts as an additional insured. The policies of insurance shall provide for at least thirty (30) day written notice to the District of Columbia Courts prior to their termination or material alteration.

The Contractor shall require all subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) days prior written notice in the event that the stated limits in the declaration page is reduced via endorsement or the policy is cancelled prior to the expiration date shown on the certificate. The Contractor shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

I.13.2 **Automobile Liability Insurance**

The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor’s commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

I.13.3 **Workers' Compensation Insurance**

The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance

The Contractor shall provide evidence satisfactory to the CO of 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.

All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia Courts.

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I.13.4

Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.

I.13.5

Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the District of Columbia Courts and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.

I.13.6

Sexual/Physical Abuse & Molestation - 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 of affirmative abuse and molestation liability coverage. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called "silent" coverage under a commercial general liability or professional liability policy will not be acceptable.

I.13.7

Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$10,000,000 per occurrence and \$10,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District of Columbia Courts and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the District of Columbia Courts.

C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia Courts, and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

D. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**

E. 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.

F. MEASURE OF PAYMENT. The District of Columbia 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.

G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if 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 will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

H. 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.

I. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

Grace B. Alao, CPPB, CPM
Senior Contract Specialist
Administrative Services Division
District of Columbia Courts System
700 Sixth Street, NW, 12th Floor
Washington, DC 20001
Grace.Alao@dccsystem.gov
(202) 879-2855 (office)

- J. DISCLOSURE OF INFORMATION. The Contractor agrees that the District of Columbia Courts may disclose the name and contact information of its insurers to any third party which presents a claim against the District of Columbia 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.
- K. CARRIER RATINGS. All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the in the District of Columbia.

I.14 **Multi-year Contracts**

If this contract is a multiyear contract, then the following provision is made part of the contract:

- I.14.1 If funds are not appropriated or otherwise made available for the continued performance in a subsequent year of a multiyear contract, the contract for the subsequent year shall be terminated, either automatically or in accordance with the termination clause of the contract.
- I.14.2 Unless otherwise provided for in the contract, the effect of termination is to discharge both the Court and the Contractor from future performance of the contract, but not from the existing obligations.
- I.14.3 The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

I.15 **Cancellation Ceiling**

- I.15.1 In the event of cancellation of the contract because of nonappropriation for any fiscal year after fiscal year 2018, 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.16 **Governing Law**

This contract shall be construed in accordance with the laws of the District of Columbia, the D.C. Courts and federal government.

PART III

LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

- J.1 D.C. Courts General Provisions**
- 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 Release of Claims Form**
- J.8 Past Performance Evaluation Form**
- J.9 Wage Determination No. 2015-4281, Revision 25, December 27, 2022**
- J.10 D.C. Courts Oracle Supplier Request Form**

PART IV

REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS

K.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.

K.2. 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.3. 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: _____

DCSC-23-FSS-60
EEO Investigative Services
DC Courts

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.**

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 **Proposal Submission And Identification**

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

L.1.2 Proposals shall be submitted in a sealed proposal package. The offeror shall conspicuously mark on the outside of the proposal package the name and address of the offeror and the following:

Solicitation Number: DCSC-23-FSS-60

Caption: “EEO Investigative Services”

Proposal Due Date & Time: March 16, 2023, no later than 2:00pm, EST.

L.1.3 **Confidentiality of Submitted Information**

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

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

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

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

L.1.3.3 Note that the District of Columbia Courts shall have the right to duplicate, use, or disclose the data to the extent consistent with the Court's internal needs in the 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 submit Proposals either by mail or by hand delivery/courier services.**

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

District of Columbia Courts
Administrative Services Division
Procurement and Contracts Branch

Attn: Grace Alao, Senior Contract Specialist
 700 Sixth Street, N.W., Suite 1257
 Washington, D.C. 20001

L.1.4.2 **Offerors submitting their proposals by hand delivery/courier services must hand deliver their proposals to as stipulated in L.1.4.1 above.**

L.2 **Proposal Information and Format**

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

L.2.2 Proposals shall be prepared simply and economically, providing a straightforward, concise delineation of offeror’s capabilities to satisfy the requirements of this RFP. Fancy bindings and colored displays or promotional material are not desired or preferred, but pages must be numbered. **The proposal shall be prepared in two volumes. These shall be submitted in loose-leaf, three-ring notebooks for each copy of Volume I – Technical Proposal, and for each copy of Volume II - Price Proposal. See also, clause L.2.9 – Price Proposal.**

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

Tab A	<p>Experience and Qualification Provide a description of the experience, skills, capabilities and qualifications of each of the key personnel on your proposed project team in conducting similar work. Similar is meant to convey similarity in subject matter, dollar value, and complexity. The required knowledge, skills and abilities are described in the SOW. Descriptions shall include the quality and depth of experience of proposed personnel in working on similar projects in terms of background, education, work experience and accomplishments.</p> <p>Provide detail description(s) of experience and knowledge of MD-110 requirements, developing investigations plans, conducting through investigations, and preparing Reports of Investigations. (Examples of a recent Investigative Plan and ROI may be provided). Knowledge of current/new laws, and trends in the law to be demonstrated, via recent key personnel training, etc.</p>
Tab B	<p>Past Performance</p> <p>Provide a summary of at least three (3) similar contracts performed by your organization for the last three years. Include a brief description of the project, client identification including agency or company name and point-of-contact with e-mail and telephone number. Contact information must be current. Offeror may provide information on problems encountered on the contracts and corrective actions taken to resolve</p>

	<p>those problems.</p> <p>Collectively, the experience and qualification and past performance sections shall not exceed 10 pages. The Government reserves the right, at its sole discretion, to hold oral presentations with offerors in the competitive range. An offeror with no past performance information will receive a neutral rating, i.e., rating will not add to or detract from its Past Performance rating. In addition, the offeror must submit the 3 past performance Evaluation Form (Attachment J.2).</p>
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L.2.2.2 Volume II – Price Proposal shall comprise the following tabs:

Tab A	Price Information – price proposal must be submitted using the format provided in Section "B" of this RFP (See also, clause L.2.9)
Tab B	Contractual Information – all other required information as specified in Clause L.2.4, M.3.3 and M.3.4

L.2.2.3 Each offeror shall submit one completed copy of the RFP, one (1) original and three (3) copies of the Technical Proposal, and one (1) original and three (3) separately bound copies of the Price Proposal. Each proposal shall be properly indexed and include all information requested in the RFP.

L.2.4 General Information

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

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

L.2.4.1.2 Ownership structure;

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

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

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

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

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

L.2.5 Experience and Qualification (See Sections L.2.2.1 Tab A & M.2.1)

- L.2.5.1 The offeror shall describe the experience and qualification **to accomplish the work described in Section "C" - Description/Specifications/Statement of Work.** This shall include:
 - L.2.5.1.1 Overall understanding of the RFP requirements.
 - L.2.5.1.2 Documentation indicating the capabilities and experience with same or similar type of service.
 - L.2.5.1.3 Provide detail description(s) of experience and knowledge of MD-110 requirements, developing investigations plans, conducting through investigations, and preparing Reports of Investigations.
 - L.2.5.1.4 Clearly defined project responsibilities and accountability.
 - L.2.5.1.5 Appropriate management and staffing to the project team.
- L.2.6 Each Offeror must provide the following information in this section:
 - L.2.6.1.1 Name, Address, Telephone Number, DUNS Number and federal tax identification number of the offeror;
- L.2.7 **Past Performance (See Sections L.2.2.1 Tab B & M.2.2)**
 - L.2.7.1 The information requested in this section shall facilitate the evaluation of the Offeror's past performance in delivering the Court's requirements as described herein. Offeror without a record of relevant past performance or for whom information on past performance is not available; the offeror may not be evaluated favorably or unfavorably on past performance.
 - L.2.7.2 The Offeror shall provide any information to substantiate the Offeror's past performance in completing the requirements of Section C. The Offeror shall provide the following information:
 - L.2.7.3 Past Performance/References: The offeror shall submit three (3) past performance/references for which services of this nature have been provided in the past three (3) years using Attachment J.8 Past Performance Evaluation Form. The list shall include the name, address, telephone number, and e-mail address of the contact person.
 - L.2.7.4 The offeror shall have at least three (3) past performance references complete a Past Performance Evaluation Form (Attachment J.8). This information will be used to query previous customers regarding Offerors past performance on contracts. Offerors shall assure that customers listed in the proposal complete and sign the Performance Evaluation Form and return them with the technical proposal submission. For each reference contacted, the contact person will be requested to confirm the Period of performance, dollar amount, Timeliness of Performance, Cost Control Business Relations and Customer Satisfaction.
 - L.2.7.5 Past performance information will be used for both responsibility determinations and as an evaluation factor against which Offeror's relative ranking will be compared in accordance with the evaluation criteria set forth in Section M. The Court will focus on information that

demonstrates quality of performance relative to the similarity of scope, magnitude and complexity to that detailed in the RFP. In determining the rating for the past performance, the Court may give consideration to the contracts, which are relevant to the RFP.

L.2.7.6 The Court reserves the right to contact the owners of projects known to have been completed within the last three (3) years and the information received may be used in the evaluation of past performance.

L.2.8 **Disclosure**

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

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

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

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

L.2.9 **Price Proposal**

L.2.9.1 A separately bound price proposal must be submitted using the format provided in Section "B" of this RFP. The offeror's price proposal shall become a part of the awarded contract. The offeror's price proposal shall include all costs for the required services. This pricing information will also be used for evaluation purposes.

L.3 **Proposal Submission Date and Time, Late Submission, Modifications and Withdrawals**

L.3.1 Proposals shall be submitted no later than the date and time specified in the solicitation. Proposals, modifications to proposals, or requests for withdrawal that are received in the designated Courts office after the exact local time specified above, are "late" and shall be considered only if they are received before the an award is made and one (1) or more of the following circumstances apply:

L.3.1.1 The proposal or modification was sent by registered or certified mail no later than the fifth (5th) calendar day before the date specified for receipt of offers;

L.3.1.2 The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the Courts after receipt; or

L.3.1.3 The proposal is the only proposal received.

L.3.2 The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown in the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.

L.3.3 A late proposal, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

L.3.4 A late modification of a successful proposal which makes its terms more favorable to the Courts shall be considered at any time it is received and may be accepted.

L.3.5 A late proposal, late modification or late withdrawal of offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

L.4 **Questions**

L.4.1 **Deadline for Questions March 28, 2023, at 12Noon** concerning this Request for Proposals and must be directed by **e-mail** to:

Grace Alao, Senior Contract Specialist
Procurement and Contracts Branch
Administrative Services Division
District of Columbia Courts
700 Sixth Street, N.W., Suite 1257
Washington, D.C. 20001
E-mail address: grace.alao@dccsystem.gov
Telephone: 202-879-2855

L.4.2 For further information on submission of questions, please refer to section L.4 of this RFP.

L.5 **Explanation to Prospective Offerors**

L.5.1 **Any prospective offeror desiring an explanation or interpretation of this solicitation must request it by email no later than noon on March 28, 2023.**

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

L.6 **Changes to the RFP**

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

L.7 **Contract Award**

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

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

L.7.3 **Best and Final Offer (BAFO)**

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 Best and Final Offers, 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 Best and Final Offer to all offerors still within the competitive range.

L.8 **Cancellation of Award**

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

L.9 **Official Offer**

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

L.10 **Certifications, Affidavits and Other Submissions**

L.10.1 Offerors shall complete and return with their price proposal the Representations and Certifications (Section K) and Attachment J.6 Tax Certification Affidavit.

L.11 **Retention of Proposals**

L.11.1 All proposal documents shall be the property of the District of Columbia Courts and retained by the Courts, and therefore will not be returned to the offerors. One (1) copy of

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

L.12 **Public Disclosure under FOIA**

L.12.1 Trade secrets or proprietary information submitted by an offeror in connection with procurement shall not be subject to public disclosure under the District of Columbia Freedom of Information Act (FOIA). This Act is not applicable to the Court. However, the offeror must invoke the protection of this section prior to or upon submission of the data or other materials; must identify the specific area or scope of data or other materials to be protected; and state the reasons why protection is necessary. A blanket proscription that the offeror's entire proposal is proprietary will have no effect whatsoever.

L.13 **Examination of Solicitation**

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

L.14 **Acknowledgment of Amendments**

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

L.15 **Right to Reject Proposals**

L.15.1 The Courts reserve the right to reject, in whole or in part, any and all proposals received as the result of this RFP.

L.16 **Proposal Preparation Costs**

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

L.17 **Prime Contractor's Responsibilities**

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

L.17.2 If the offeror's proposal includes services provided by others, the offeror will be required to act as the prime Contractor for all such items and must assume full responsibility for the procurement, delivery and quality of such services. The Contractor will be considered the

sole point of contact with regards to all stipulations, including payment of all charges and the meeting of all requirements of this RFP.

L.18 **Contract Type**

L.18.1 This is an IDIQ contract with firm-fixed unit prices.

L.19 **Failure to Respond to Solicitation**

L.19.1 In the event that a prospective offeror does not submit an offer in response to the solicitation, the prospective offeror should advise the Contracting Officer by letter or postcard whether the prospective offeror wants any future solicitations for similar requirements. If the prospective offeror does not submit an offer for three successive offer openings and does not notify the Contracting Officer that future solicitations are desired, the prospective offeror's name may be removed from applicable mailing list.

L.20 **Signing Offers and Certifications**

L.20.1 Each offer must provide a full business address and telephone number of the offeror and **BE SIGNED BY THE PERSON OR PERSONS LEGALLY AUTHORIZED TO SIGN CONTRACTS**. All correspondence concerning the offer or resulting contract will be mailed to the address shown above on the offer in the absence of written instructions from the offeror or contractor to the contrary. Any offer submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any offer submitted by a corporation must include the signature and title of the person having authority to sign for the corporation. Upon request, an offeror shall provide to the Courts satisfactory evidence of authority of the person signing on behalf of the corporation. If an agent signs an offer, the offeror shall submit to the Contracting Officer, the agent's authority to bind the offeror. Offeror shall complete and sign all Representations and Acknowledgments, as appropriate. Failure to do so may result in the offer being rejected.

L.21 **Errors in Offers**

L.21.1 Offerors shall fully inform themselves as to all information and requirements contained in the solicitation. Failure to do so will be at the offeror's risk. In the event of a discrepancy between the unit price and the extended price, the unit price shall govern.

L.22 **Authorized Negotiators**

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

L.23 **Acceptance Period**

The Offeror agrees, if its offer is accepted within one hundred twenty (120) days from the date specified in this solicitation for the submission of proposals, or if its a Final Proposal

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

PART V

SECTION M - EVALUATION FACTORS

M.1 Evaluation for Award

The Courts intend to make an award to the responsible firm whose proposal represents the best value to the Courts. The evaluations factors are listed below in descending order of importance: Experience and Qualification, Past Performance and Price. The non-price factors when combined are significantly more important than Price. The Courts may award a contract upon the basis of initial offers received, without discussions. Therefore, each initial offer shall contain the Offeror's best terms from a cost and technical standpoint.

M.2 Evaluation Criteria

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

M.2.1 FACTOR A: Experience and Qualification 60% (See Sections L2.2.1 & L.2.5)

- Availability and qualifications of the proposed staff, their experience in similar projects and their capability to fully and professionally accomplish the objectives stated herein.
- Ability of contractor via the quality and depth of experience of proposed personnel in working on similar projects in terms of background, education, work experience and accomplishments, to include knowledge that key personnel have gained through completed and ongoing efforts on similar projects. Should demonstrate ability to develop investigative plans, including thorough knowledge of *prima facie* standards, and ability/qualification to conduct investigations using various investigative methodologies.

Note: The successful contractor shall main the level of expertise covered by the professional staff proposed with the offer for the duration of the contract. If a staff member leaves the project, his/her replacement must have the same level of experience, education, etc. Any replacement staff is subject to the review and acceptance of the Contracting Officer.

M.2.2 Factor B: Past Performance 40% (See sections L.2.2.1 & L2.7)

The Courts will evaluate the Offeror's past performance on the basis of its reputation for the following:

- Offeror's past performance relative to the similarity of scope, magnitude and complexity to that detailed in the RFP.
- The history of successful completion of similar projects, or producing high quality work and other deliverables, of staying on schedule; or anticipating and solving problems that occurred during contract performance.

Using Attachment J.8, Past Performance Form, provide three (3) past performance/references 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.3 Price Proposal Evaluation

M.3.1 The Courts will not rate or score price, but will evaluate each offeror's price proposal for realism, reasonableness, and completeness. This evaluation will reflect the offeror's understanding of the solicitation requirements and the validity of the offeror's approach to performing the work. Alternative price proposals, if considered by the Courts will be evaluated on contract type risk, potential savings, other advantages or disadvantages to the Courts, and the discretion of the government.

M.3.2 Realism. The Courts will evaluate the realism of the proposed price by assessing the compatibility of proposed price with proposal scope and effect. In the evaluation the Courts will consider the following:

- a. Do the proposed prices reflect a clear understanding of the requirements?
- b. Do the proposed prices for performing various functional service requirements reflect the likely costs to the offeror in performing the effort with reasonable economy and efficiency?
- c. Are proposed prices unrealistically high or low?
- d. Are the proposed prices consistent with the technical and management/staffing approach (e.g., if the offeror proposes a staff of x people, the price proposal must account for x people)?

M.3.3 Reasonableness. In evaluating reasonableness, the Courts will determine if the offeror's proposed prices, in nature and amount, do not exceed those which would be incurred by a prudent contractor in the conduct of competitive business. The assessment of reasonableness will take into account the context of the source selection, including current market conditions and other factors that may impact price. In the evaluation the Courts will consider the following:

- a. Is the proposed price(s) (for Section B – Supplies or Services and Price/Cost) comparable to the independent Courts cost estimate?

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

- a. Do the proposed prices include all price elements the offeror is likely to incur in performing the effort?
- b. Are proposed prices traceable to requirements?
- c. Do proposed prices account for all requirements?
- d. Are all proposed prices supported with adequate data to permit a thorough evaluation?

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

M.4.1 In order to receive an award under this RFP, the Court's Contracting Officer must determine that the prospective contractor has the capability in all respects to perform fully the contract requirements. To be deemed responsible, a prospective contractor must establish that it has:

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

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

M.4.1.3 A satisfactory record of performance;

M.4.1.4 The necessary organization, experience, accounting and operational control, and technical skills, or the ability to obtain them;

M.4.1.5 Compliance with the applicable District licensing, tax laws, and regulations;

M.3.1.6 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 prospective contractor information necessary to determine the prospective contractor's responsibility. Information is to be submitted upon

the request of the Courts within the time specified in the request. Failure of an offeror to comply with a request for information may subject the offeror's proposal to rejection on responsibility grounds. If a prospective contractor fails to supply the requested information, the Court's Contracting Officer shall make the determination of responsibility or nonresponsibility based on available information. If the available information is insufficient to make a determination of nonresponsibility, the Court's Contracting Officer shall determine the offeror to be nonresponsible.