

**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 6TH STREET, NW, 12TH FLOOR
WASHINGTON, DC 20001

DATE ISSUED: March 16, 2023

QUESTIONS DUE DATE: March 28, 2023,
at 1:00 P.M., Eastern Standard Time (“EST”)

SOLICITATION NUMBER: DCSC-23-RFP-68

CLOSING DATE: April 17, 2023
CLOSING TIME: 2:00 P.M., EST

OFFER/BID FOR: Consultant Services for Probate Elder Justice Grant **MARKET TYPE:** Open

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SECTION A – SOLICITATION/OFFER/AWARD FORM

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 will constitute a Formal Contract.

| | | |
|---|---|----------|
| <p style="text-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)Section L | |
| | Impress Corporate Seal | (Seal) |
| | Corporate (Secretary) _____ | (Attest) |

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

| | |
|---|-----------------------------|
| CONTRACT NO. _____ | AWARD AMOUNT \$ _____ |
| ACCEPTED AS TO THE FOLLOWING ITEMS: _____ | DISTRICT OF COLUMBIA COURTS |
| | BY: _____ |
| | CONTRACTING OFFICER |
| CONTRACT PERIOD: _____ | AWARD DATE _____ |

RFP No. DCSC-23-RPF-68
Consultant Services for Probate Elder Justice Grant

All written communications regarding this solicitation should be addressed to the Contracting Officer and should be directed via **EMAIL** to Ahmad Stanekzai, Sr. Contract Specialist at ahmad.stanekzai@dccsystem.gov.

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

Questions and Explanation to Prospective Offerors:

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

Proposal Submission and Identification. (See section L. for more information).

PART I

SECTION B - SUPPLIES OR SERVICES AND PRICE/COST

B.1 Background

The District of Columbia Courts (“the Courts”), comprised of the Court of Appeals, the Superior Court, and the Court System, are seeking a qualified Contractor (“the “Contractor”) to furnish one (1) qualified Research Associate (“Consultant”) for the Probate Division to assist with the Elder Justice Innovation Grant Project. The Consultant shall work under the Deputy Director of the Probate Division or her designee. The Consultant is expected to work 8 hours per day, excluding weekends and holidays. The work shall be performed in accordance with the requirements of Section C and all other term and conditions specified in this solicitation. The Contractor shall furnish replacement personnel within 24 hours after notification by the Courts. Only the personnel who have been approved by the Courts shall be directed by the Contractor to report to the Courts for duty.

In the District of Columbia, the Superior Court, Probate Division (Probate Division”), implements legal guardianship “incapacitated adults”. An "incapacitated individual" is defined in District of Columbia law, contained as D.C. Code, sec. 21-2011, as "an adult whose ability to receive and evaluate information effectively or to communicate decisions is impaired to such an extent that he or she lacks the capacity to manage all or some of his or her financial resources or to meet all or some essential requirements for his or her physical health, safety, habilitation, or therapeutic needs without court-ordered assistance or the appointment of a guardian or conservator."

The ability to manage financial resources is defined as "those actions necessary to obtain, administer, and dispose of real and personal property, intangible property, business property, benefits, and income". The ability to meet essential requirements for physical health or safety is defined as "those actions necessary to provide health care, food, shelter, clothing, personal hygiene, and other care without which serious physical injury or illness is more than likely to occur."

The Courts applied for and received an award from the Department of Health and Human Services – Elder Justice Innovation Grant to implement a focused initiative to assess the current status of the intervention proceedings process, or adult guardianship system, in the District of Columbia. Specifically, the initiative intends to assess the fairness, safety, and integrity of the adult guardianship process from petition, to court proceeding, to appointment, monitoring, and termination. The proposed project seeks to enhance the Court’s ability to monitor guardianships by focusing on the evaluation tools used to report the updated status of capacity and the need for continued guardianship. The project also seeks to determine the use of least restrictive alternatives and the success of those alternatives in decision making for those in need of assistance.

The timeline for the solicitation, review of proposals, interactive process, and completed contracts should be less than three months.

B.3 Contract Price:

Offerors shall submit a separately bound Price Proposal “Price Proposal” for the Base Year and one Option Year (“Option Year”) using **Attachment J.10** “Form of Offer Letter & Price Proposal/Schedule” for the services specified below and in accordance with Section C, Scope of Services, of this RFP for Proposals (“RFP”). Each Offeror shall include in his “Cost per Clin”, the cost of all labor and materials necessary to perform the scope of work as specified in the below Price Schedule), Sections B and Section C – Descriptions / Specifications / Work Statement.

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.

The Offeror shall state a price below for the numbered contract line items (CLINs) for which the Offeror agrees to provide the required services if awarded a contract as a result of this solicitation. Each CLIN is a distinct element as currently envisioned and described in Section C that follows.

The OFFEROR MUST BID ON ALL ITEMS FOR THE BASE YEAR AND OPTION YEAR TO BE CONSIDERED FOR AWARD.

B.4.1 – Price Proposal/Schedule Sheets

B.4.1.1 Base Year Contract’s Lump Sum Price – Hourly Rates

| CLIN No. | Item Description | Estimated Total Number of Hours | Unit | Hourly Rate | Lump Sum Price |
|--|--------------------|---------------------------------|--------|-------------|----------------|
| 001 | Research Associate | 2,000 | Hourly | \$ _____ | \$ _____ |
| Total Lump Sum Price -Base Year | | | | | 100% |

B.4.1.2 Option Year One (1) Contract’s Lump Sum Price – Hourly Rates

| CLIN No. | Item Description | Estimated Total Number of Hours | Unit | Hourly Rate | Lump Sum Price |
|--|--------------------|---------------------------------|--------|-------------|----------------|
| 002 | Research Associate | 600 | Hourly | \$ _____ | \$ _____ |
| Total Lump Sum Price -Base Year | | | | | 100% |

B.4.1.3 Summary & Total Number of Hours & Lump Sum Price – Hourly Rates

| CLIN No. | Item Description | Estimated Total Number of Hours | Unit | Hourly Rate | Lump Sum Price |
|--|--------------------|---------------------------------|--------|-------------|----------------|
| 001 | Research Associate | 2,000 | Hourly | \$ _____ | \$ _____ |
| 002 | Research Associate | 600 | Hourly | \$ _____ | \$ _____ |
| Total Lump Sum Price -Base Year & Option Year 1 | | | | | \$ _____ |
| Lump Sum Price in Words: _____ _____. | | | | | |

Offerors shall certify cost and price data incorporated in price schedule and material cost tables above are accurate and complete and current as of the data certified below by authorized company.

 Authorized Company Representative Name and Title

 Authorized Company Representative Signature and Date

 Company Name

Please refer to Attachment J.10, Form of Offer Letter and Price Proposal.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 **STATEMENT OF WORK - BASE CONTRACT YEAR**

C.1.1 The demand for guardianship services in the District of Columbia continues to expand. The Probate Division receives an average of 450 new filings per year requesting the appointment of a guardian and/or conservator. As of December 2022, there are a total of 3,748 intervention proceedings. Intervention proceedings are opened for adults 18 or older who live in the District of Columbia, are incapacitated, and need assistance with health care, quality of life, placement decisions or the handling of finances or other assets. The nature of incapacity ranges, but primarily includes dementia, mental health, medical, and intellectual disability. Petitions for guardianship are filed by family members, friends, hospital counsel, Adult Protective Services, residential care facilities, the Department of Behavioral Health and core service agencies, fiduciaries appointed in other court matters, the Department on Disability Services, and Legal Counsel for the Elderly/AARP. There is increasing complexity regarding the reasons or triggers for D.C. residents requiring guardianship. Refining and improving the tools used to assess the D.C. Courts need for guardianship as an option of last resort and the scope of guardianships when needed will substantially improve the District's guardianship system.

D.C. Code § 21–2045.01 mandates triennial court review of adult guardianships where the guardian is appointed on or after January 1, 2015. This mandate is an important win for adult guardianship stakeholders who wish to see a higher level of Court oversight in intervention proceedings. Monitoring is an integral theme related to reform in the world of adult guardianships in the District. Specifically, the mandate addresses the need to review the continued need for adult guardianship, and allows for a mechanism to bring issues to the Court's attention. The legislation calls for an updated medical or psychological report that indicates the current capacity of the adult under guardianship. It also calls for the Court to hold a hearing if the adult requests a hearing, the report recommends modification or termination of the guardian or removal of the guardian, or if there is another issue the Court should address

C.1.2 As stated in Section B, the Courts are seeking a qualified Contractor to furnish a Research Associate "Consultant" for the Probate Division to conduct comprehensive review and assessment of the District's adult guardianship assessment and monitoring process, revise capacity assessment forms and provide training and capacity building.

C.1.3 **Probate Division's Role, Goals & Objectives**

C.1.3.1 **Probate Division's Role**

Probate Division is uniquely positioned in the Superior Court to administer justice in

probate matters, and to also serve as a compliance arm monitoring adult guardianship, assessing effectiveness of the appointees, and reporting to the case assigned judges on the status of the intervention proceeding. The work detailed in this statement will enhance the Division's ability to serve in its capacity and enhance stakeholder's ability to add value and input to the process. The growing age of the adult population in the District means that more persons may require services from the Division at some point in their lives.

C.1.3.2 **Goals & Objectives**

Success of the proposed grant project will end with achievement of the following objectives, using clearly defined progress measures:

- a) **Objective 1: Comprehensive review and assessment of the District's adult guardianship assessment and monitoring process** - *Progress Measure:* A revised and updated capacity evaluation form to assess guardianship needs;
- b) **Objective 2: Revise capacity assessment forms** - *Progress Measure:* Approved forms that are easy to use and readily available for all stakeholders. Revised assessment tools and forms will be tested and validated for ease of use and adequate functionality including electronic use on a laptop or tablet;
- c) **Objective 3: Provide training and capacity building** - *Progress Measure:* The ability of examiners and social workers to adequately use the revised assessment tools and forms. The ability for guardians, guardianship advocates, and other stakeholders to demonstrate understanding of the new assessment tool and monitoring process; and
- d) **Objective 4: Recruit additional examiners and social workers for the Probate Fiduciary Panel** - *Progress Measure:* Additional members on Probate Fiduciary Panel.

C.1.4 Historically, the Probate Division has developed forms internally. At this time, the Division wishes to obtain input from a subject matter expert to enhance the Division's assessment and monitoring processes.

C.2 Requirements

C.2.1 The Probate Division shall:

- 1) Establish a fee schedule for payment, not to exceed the contractually agreed amount.
- 2) Review and provide feedback on reports.
- 3) Collaborate on developing the working group and topics for meetings.

- 4) Support the Contractor/Consultant at workgroup meetings.
- 5) Provide points of contact, as needed.
- 6) Provide workspace in the Probate Division, as needed.

C.2.2 The Contractor/Consultant shall:

- 1) Engage with the Project Manager, Probate Division staff, and internal/external stakeholders via telephone, email, videoconferencing, and in-person forums.
- 2) Review the assessment and monitoring process.
- 3) Familiarize self with statute and rules on adult guardianships and protective proceedings
- 4) Facilitate meetings with the workgroup on the grant topics specified above.
- 5) Complete monthly reports on progress.
- 6) Complete a report on recommendations from the workgroup and provide resources to accomplish the recommendations.
- 7) Develop an approved capacity assessment form for use the Division and stakeholders.
- 8) Design, develop, and possibly deliver trainings on the developed forms including eLearning modules with voiceovers.
- 9) Develop strategies to recruit and retain social workers in the Division, and to serve as case examiners on a panel.
- 10) Furnish a laptop or other electronic devices required in the service of the role including, but not limited to computer, telephone, cell phone, ipad, etc.

C.3 Applicable Documents

Applicable statute is listed below.

<https://code.dccouncil.gov/us/dc/council/code/titles/21/chapters/20>

Chapter 20. Guardianship, Protective Proceedings, and Durable Power of Attorney.

<https://code.dccouncil.gov/us/dc/council/code/titles/21/chapters/24>

D.C. Code, Chapter 24. Adult Guardianship and Protective Proceedings Jurisdiction; Uniform Act.

C.4 Definitions

For the purposes of this solicitation and the overall project, the definitions below apply and are taken directly from the statute.

- (1) “Best interests” means promoting personal well-being by assessing:

- (A) The reason for the proposed action, its risks and benefits, and any alternatives considered and rejected; and
- (B) The least intrusive, least restrictive, and most normalizing course of action possible to provide for the needs of the individual.
- (1A) “Case reviewer” means a social worker who is licensed in the District of Columbia and appointed by the court under [§ 21-2045.01\(a\)](#).
- (1B) “Claims” in respect to a protected individual, means liabilities of the protected individual, whether arising in contract, tort, or otherwise, and liabilities of the estate that arise at or after the appointment of a conservator, including expenses of administration.
- (2) “Court” means the Superior Court of the District of Columbia.
- (3) “Conservator” means a person who is appointed by a court to manage the estate of a protected individual and includes a limited conservator described in [§ 21-2066\(a\)](#).
- (4) “Counsel” means an attorney admitted to the practice of law in the District.
- (5) “District” means District of Columbia.
 - (5A) “Domestic partner” shall have the same meaning as provided in [§ 32-701\(3\)](#).
 - (5B) “Domestic partnership” shall have the same meaning as provided in [§ 32-701\(4\)](#).
 - (5C) “Emergency care” means immediate treatment, including diagnostic treatment, provided in response to a sudden and acute medical crisis in order to avoid injury, extreme pain, impairment, or death.
- (6) “Estate” means the property of the individual whose affairs are subject to this chapter.
- (7) “Examiner” means an individual qualified by training or experience in the diagnosis, care, or treatment of the causes and conditions giving rise to the alleged incapacity, such as a gerontologist, psychiatrist, or qualified developmental disability professional.
- (8) “Guardian” means a person who has qualified as a guardian of an incapacitated individual pursuant to court appointment, not including a guardian ad litem, but including:
 - (A) A temporary guardian appointed as described in [§ 21-2046](#) for a finite period of time to serve as:
 - (i) An emergency guardian whose authority may not extend beyond 21 days and who may exercise any powers granted by court order and not prohibited by law;

(ii) A health-care guardian whose authority is granted for up to 90 days and may be extended for up to an additional 90 days to provide substituted consent in accordance with [§ 21-2210](#) for an individual certified as incapacitated for a health-care decision; or

(iii) A provisional guardian whose authority is granted for a specified period not to exceed 6 months, upon the court’s finding that any guardian is not effectively performing duties and that the welfare of the incapacitated individual requires immediate action;

(B) A general guardian not limited by the court in scope as described in [§ 21-2044\(c\)](#) or in time as described in [§ 21-2046](#); and

(C) A limited guardian whose powers are limited by the court as described in [§ 21-2044\(c\)](#) and who is appointed for a finite period of time as described in [§ 21-2046](#) or for an indeterminate period of time.

(9) “Guardian ad litem” means an individual appointed by the court to assist the subject of an intervention proceeding to determine his or her interests in regard to the guardianship or protective proceeding or to make that determination if the subject of the intervention proceeding is unconscious or otherwise wholly incapable of determining his or her interest in the proceeding even with assistance.

(10) “Habilitation” means the process by which an individual is assisted to acquire and maintain those life skills that enable him or her to cope more effectively with the demands of his or her own person and of his or her own environment and to raise the level of his or her physical, intellectual, social, emotional, and economic efficiency.

(11) “Incapacitated individual” means an adult whose ability to receive and evaluate information effectively or to communicate decisions is impaired to such an extent that he or she lacks the capacity to manage all or some of his or her financial resources or to meet all or some essential requirements for his or her physical health, safety, habilitation, or therapeutic needs without court-ordered assistance or the appointment of a guardian or conservator.

(11A) “Incapacitated individual for health-care decisions” means an adult individual who lacks sufficient mental capacity to:

(A) Appreciate the nature and implications of a health-care decision;

(B) Make a choice regarding the alternatives presented; or

(C) Communicate that choice in an unambiguous manner.

(12) “Intervention proceeding” means any proceeding under this chapter.

- (13) “Lease” means an oil, gas, or other mineral lease.
- (14) “Letters” means letters of guardianship and letters of conservatorship.
- (15) “Manage financial resources” means those actions necessary to obtain, administer, and dispose of real and personal property, intangible property, business property, benefits, and income.
- (16) “Meet essential requirements for physical health or safety” means those actions necessary to provide health care, food, shelter, clothing, personal hygiene, and other care without which serious physical injury or illness is more likely than not to occur.
- (17) “Mortgage” means any conveyance, agreement, or arrangement in which property is used as collateral.
- (18) “Organization” includes a corporation, business trust, estate, trust, partnership, association, 2 or more persons having a joint or common interest, government, governmental subdivision or agency, or any other legal entity.
- (19) “Person” means an individual or an organization.
- (20) “Petition” means a written request to the court for an order after notice.
- (21) “Property” means anything that may be the subject of ownership, and includes both real and personal property and any interest in real or personal property.
- (22) “Protected individual” means an individual for whom a conservator has been appointed or other protective order has been made as provided in sections 21-2055 and 21-2056.
- (23) “Protective proceeding” means a proceeding under the provisions of [subchapter VI of this chapter](#).
- (24) “Qualified developmental disability professional” means:
- (A) A psychologist with at least a master’s degree from an accredited program and with specialized training or 1 year of experience in intellectual disabilities;
 - (B) A physician licensed to practice medicine in the District and with specialized training in intellectual disabilities or with 1 year of experience in treating individuals with intellectual disabilities;
 - (C) An educator with a degree in education from an accredited program and with specialized training or 1 year of experience in working with individuals with intellectual disabilities;

(D) A social worker with:

(i) A master's degree from a school of social work accredited by the Council on Social Work Education (New York, New York), and with specialized training in intellectual disabilities or with 1 year of experience in working with individuals with intellectual disabilities; or

(ii) A bachelor's degree from an undergraduate social work program accredited by the Council on Social Work Education who is currently working and continues to work under the supervision of a social worker as defined in subparagraph (D)(i) and who has specialized training in intellectual disabilities or 1 year of experience in working with individuals with intellectual disabilities;

(E) A rehabilitation counselor who is certified by the Commission on Rehabilitation Counselor Certification (Chicago, Illinois) and who has specialized training in intellectual disabilities or 1 year of experience in working with individuals with intellectual disabilities;

(F) A physical or occupational therapist with a bachelor's degree from an accredited program in physical or occupational therapy and who has specialized training or 1 year of experience in working with individuals with intellectual disabilities; or

(G) A therapeutic recreation specialist who is a graduate of an accredited program and who has specialized training or 1 year of experience in working with individuals with intellectual disabilities.

(25) "Security" means any:

(A) Note;

(B) Stock;

(C) Treasury stock;

(D) Bond debenture;

(E) Evidence of indebtedness;

(F) Certificate of interest or participation in an oil, gas, or mining title or lease or in payments out of production under such a title or lease;

(G) Collateral trust certificate;

(H) Transferable share;

(I) Voting trust certificate; or

(J) Interest or instrument commonly known as a security, certificate of interest or participation, temporary or interim certificate, receipt, certificate of deposit for, or any warrant or right to subscribe to or purchase any of the foregoing.

(25A) “Substituted judgment” means making a decision that conforms as closely as possible with the decision that the individual would have made, based upon the knowledge of the beliefs, values, and preferences of the individual.

(26) “Visitor” means a person appointed in a guardianship or protective proceeding who is an officer, employee, or special appointee of the court and who has no personal interest in the proceeding.

(27) “Ward” means an individual for whom a guardian has been appointed.

C.4.1 Additional definitions are provided for in D.C. Code § 21–2401.02.

(1) “Adult” means an individual who has attained 18 years of age.

(2) “Conservator” means a person appointed by the court to administer the property of an adult, including a person appointed under §§ [21-2001](#) to [21-2077](#).

(3) “Guardian” means a person appointed by the court to make decisions regarding the person of an adult, including a person appointed under §§ [21-2001](#) to [21-2077](#).

(4) “Guardianship order” means an order appointing a guardian.

(5) “Guardianship proceeding” means a judicial proceeding in which an order for the appointment of a guardian is sought or has been issued.

(6) “Incapacitated person” means an adult for whom a guardian has been appointed.

(7) “Party” means the respondent, petitioner, guardian, conservator, or any other person allowed by the court to participate in a guardianship or protective proceeding.

(8) “Person,” except in the term “incapacitated person” or “protected person”, means an individual, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, public corporation, government or governmental subdivision, agency, or instrumentality, or any other legal or commercial entity.

(9) “Protected person” means an adult for whom a protective order has been issued.

- (10) “Protective order” means an order appointing a conservator or other order related to management of an adult’s property.
- (11) “Protective proceeding” means a judicial proceeding in which a protective order is sought or has been issued.
- (12) “Record” means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.
- (13) “Respondent” means an adult for whom a protective order or the appointment of a guardian is sought.
- (14) “State” means a state of the United States, the District of Columbia, Puerto Rico, the United States Virgin Islands, a federally recognized Indian tribe, or any territory or insular possession subject to the jurisdiction of the United States.
- (15) “Superior Court” means the Superior Court of the District of Columbia.

C.5 RFP Schedule

Below is the anticipated schedule for this solicitation.

| Solicitation Activity | Date |
|----------------------------------|--|
| RFP Issuance/Release | March 16, 2023 |
| Questions Deadline | March 28, 2023 at 1:00 P.M., EST |
| Responses to Offerors’ Questions | On/about April 3, 2023 at 4:00 P.M., EST |
| Proposals Due | April 17, 2023 at 2:00 P.M., EST |

SECTION D - PACKAGING AND MARKING

(This section is intentionally left blank)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 Inspection of Services

- E.1.1 Services," as used in this clause, includes, but not limited to services performed, workmanship, and material furnished or utilized in the performance of services.
- E.1.2 The Contractor shall provide and maintain an inspection system acceptable to the Courts covering the services furnished under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Court during contract performance and for as long as the contract requires.
- E.1.3 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 shall perform inspections and test in a manner that shall not unduly delay the work.
- E.1.4 If the Court performs inspections or tests on the premises of the Contractor or subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in the contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- E.1.5 If any of the services do not conform with the contract requirements, the Court may require the Contractor to perform the services again in conformity with the contract requirements, at no increase in the contract amount. When the defects in services cannot be corrected by reperformance, the Court may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.
- E.1.6 If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity with the contract requirements, the Court may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Court that is directly related to the performance of such service or (2) terminate the contract for default.

E.2 Acceptance of Services

- E.2.1 Services shall be accepted by the Contracting Officer's Technical Representative ("COTR"). The COTR will be identified in Section G of this solicitation.

SECTION F - DELIVERIES AND PERFORMANCE

F.1 Term of Contract:

F.1.1 The term of the contract shall be for the Base 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 to Extend the Term of the Contract:

The Courts may extend the term of this contract for one (1) option year period (approximately 6 months), 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.

The Offeror shall include in its price proposal, the price for the Base Year and all Option Years. Failure to submit price for base year and all Option Years may cause the Courts to exclude your offer from further consideration.

The total duration of this contract including the exercise of any option(s) under this clause, shall not exceed one and half (1.5) year.

F.3 Commencement of Work:

The work starting date for the Contractor shall be mutually agreed upon by the Court and the Contractor

F.4 Deliverables:

The Contractor shall perform the activities required to successfully complete the Courts requirements and submit each deliverable to the COTR identified in section G.6.2 of this RFP. The Contractor shall complete the tasks for the Base Year and provide to the COTR, the deliverables specified below within the designated time frames.

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

| No. | Deliverable | Quantity | Format/Method of Delivery | Due Date | To Whom |
|-----|---|----------|----------------------------------|--|---------|
| 1 | Deliverable 1 –Review the assessment and monitoring process. | 1 each | Hard copy & Electronic Soft Copy | To be determined by COTR with the selected Contractor/Consultant | COTR |
| 2 | Deliverable 2 – Complete monthly reports on progress. | 1 each | Hard copy & Electronic Soft Copy | To be determined by COTR with the selected Contractor/Consultant | COTR |
| 3 | Deliverable 3 – Complete a report on recommendations from the workgroup and provide resources to accomplish the recommendations. | 1 each | Hard copy & Electronic soft copy | To be determined by COTR with the selected Contractor/Consultant | COTR |
| 4 | Deliverable 4 - Develop an approved capacity assessment form for use the Division and stakeholders. | 1 each | Hard copy & Electronic soft copy | To be determined by COTR with the selected Contractor/Consultant | COTR |
| 5 | Deliverable 5 - Design, develop, and possibly deliver trainings on the developed forms including eLearning modules with voiceovers. Develop strategies to recruit and retain social workers in the Division, and to serve as case examiners on a panel. | 1 each | Hard copy & Electronic soft copy | To be determined by COTR with the selected Contractor/Consultant | COTR |
| 6 | Deliverable 6 - Develop strategies to recruit and retain social workers in the Division, and to serve as case examiners and visitors on a panel. | 1 each | Hard copy & Electronic soft copy | To be determined by COTR with the selected Contractor/Consultant | COTR |

F.4 Standard of Performance:

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

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 Payment/Invoices.

G.1.1 The Courts shall 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. The due date for making invoice payments shall be in accordance with the Prompt Payment Act as amended after the designated billing office has received a proper invoice from the contractor. 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 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 vendor's (contractor's) responsibility to be System for Awards Management (SAM) registered and in IPP. The vendors (contractors) must be SAM registered in order to register in IPP. The SAM website address is <https://www.sam.gov>.

G.1.3 After contract and purchase order award, in order to receive payment, the Contractor must use the IPP website to register, access, and use IPP for submitting all invoice requests for payment(s). Assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email at IPPCustomerSupport@discal.treasury.gov or by phone (866) 973-3131.

G.1.4 Payment request means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, at a minimum, the Contractors' electronic invoice shall include the following information:

1. Name and address of the Contractor,
2. The purchase order number,
3. Invoice date,
4. Invoice number,
5. Name of the COTR,
6. COTR email address, and
7. Description, quality, unit of measure, and extended price of the services or supplies actually rendered.

G.1.5 Once the electronic invoice has been submitted through IPP, no later than two business days from the electronic submission, the Contractor must email and/or mail to the COTR and Budget and Finance Office a copy of the electronic invoice along with all the required supporting documentation as stated in the contract. The COTR shall review each

electronic invoice for certification of receipt of satisfactory services prior to authorization of payment. Contractors are solely responsible for reading the contract and complying accordingly. The Contracting

- G.1.6** The COTR shall review each electronic invoice for certification of receipt of satisfactory services before authorization of payment.

G.2 Final Invoice

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. 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 District of Columbia Release of Claims (Attachment J.8) form as well as provide a copy of the final electronic invoice to the COTR.

G.3 Tax Exempt

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

G.4 Prompt Payment Act

- G.4.1 The Courts will pay interest (late charge) on each electronically received and approved invoice pursuant to the Prompt Payment Act, 31 U.S.C. 3901 et seq.

- G.4.2** In addition, the Contractor shall complete **Attachment J.8 - District of Columbia Courts Release of Claims form and submit to the Contracting Officer.**

G.5 Audits:

- G.5.1 At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor's invoices or vouchers and statements of costs audited. Any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the 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 Contracting Officer and Contracting Officer's Technical Representative (COTR).

- G.6.1 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 D. Reynolds, CPPB, GWCCM
Procurement and Contracts Branch Manager
Administrative Services Division
District of Columbia Courts
700 6th Street, N.W., 12 Floor
Washington, DC 20001
Telephone Number: (202) 879-2872
Email: Darlene.reynolds@dccsystem.gov

G.6.2 Contracting Officer’s Technical Representative (COTR): The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor’s performance or non-performance of the contract requirements. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract. The COTR shall be:

Aisha Ivey-Nixon, LICSW
Deputy Director of the Probate Division
Superior Court of the District of Columbia
515 5th Street, N.W., Building A
Washington, DC 20001
Telephone Number: 202.879-9408
Email: aisha.ivey-nixon@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.8. Payment Office

G.8.1 The Contractor shall prepare and submit invoices electronically or mail and in duplicate copies to (refer to Section G.1.5):

| | |
|---|---|
| Accounting Supervisor Financial Operations Division D.C. Superior Court 700 6 th Street, NW, 12 th Floor Washington, DC 20001 | Aisha Ivey-Nixon, LICSW Deputy Director Probate Division Superior Court of the District of Columbia |
|---|---|

| | |
|--|--|
| (202) 879-2813 accountingbranch@dccsystem.gov | 515 5 th Street, NW Building A Washington DC, 20001 (202) 879-9408 Email: aisha.ivey-nixon@dcsc.gov |
|--|--|

G.8.2

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

SECTION H - SPECIAL CONTRACTS REQUIREMENTS

H.1 Other Contractors.

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

H.2 Disclosure of Information.

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

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

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

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

H.3 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.3.5 The Courts will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such

restricted rights shall include, as a minimum the right to:

- H.3.6 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any Courts installation to which the computer may be transferred by the Courts;
- H.3.7 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- H.3.8 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- H.3.9 The restricted rights set forth in section H.3.5- H.3.8 are of no effect unless
 - (i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____, with _____; and
(Insert Contractor's Name)

(ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the Courts' rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the Courts of liability with respect to such unmarked software.

- H.3.10 In addition to the rights granted in Section H.3.5- H.3.8 above, the Contractor hereby grants to the Courts a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section H.3.5- H.3.8 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the Courts under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the Courts under this contract any works of authorship in which copyright is not owned by the Contractor

without acquiring for the Courts any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

- H.3.11 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, H.3, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the Courts' or the Contractor's rights in that subcontractor data or computer software which is required for the Courts.
- H.3.12 For all computer software furnished to the Courts with the rights specified in Section H.3.4, the Contractor shall furnish to the Courts, a copy of the source code with such rights of the scope specified in Section H.3.4. For all computer software furnished to the Courts with the restricted rights specified in Section H.3.5- H.3.8, the Courts, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the Courts under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- H.3.13 The Contractor shall indemnify and save and hold harmless the Courts, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- H.3.14 Nothing contained in this clause shall imply a license to the Courts under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the Courts under any patent.
- H.3.15 Paragraphs H.3.5-H.3.8, H.3.9, H.3.10, H.3.13 and H.3.14 above are not applicable to material furnished to the Contractor by the Courts and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such

H.4 Key Personnel

- H.4.1 The personnel named in the technical proposal will remain responsible throughout

the period of this contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval being granted by the Contracting Officer.

H.5 Data Sources

H.5.1 The Courts will provide the successful Offeror all available data possessed by the Courts that relates to this contract. However, the successful Offeror is responsible for all costs for acquiring other data or processing, analyzing or evaluating Courts data.

H.6 Safeguards of Information

H.6.1 Unless approved in writing by the Contracting Officer, the successful Offeror may not sell or give to any individual or organization any information, reports, or other materials given to, prepared or assembled by the successful Offeror under the final contract. The successful Offeror(s) must maintain all records in compliance with federal and state laws and regulations.

H.7 Access to and Inspection of Work

H.7.1 The Courts' Representatives will, at all times, have access to the work being performed under this contract wherever it may be in progress or preparation.

H.8 Americans with Disabilities Act Requirements

H.8.1 The Courts is fully committed to the Americans with Disabilities Act ("ADA") which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all Courts programs, activities and services. Government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any Courts contractual agreement must make the same commitment. Your acceptance of this contract acknowledges your commitment and compliance with ADA.

H.9 News Release by Vendors

H.9.1 As a matter of policy, the Courts do not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation will not be made by a contractor without the prior written approval of the Courts. All proposed news releases shall be routed to the Contracting Officer for review and approval.

H.10 Security Requirements

H.10.1 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.11 Contractor Management Responsibility (MAR 2010)

H.11.1 The Contractor shall appoint a Project Manager who will be the Contractor's Authorized Representative for technical and administrative performance of all services required hereunder. The Project Manager shall provide the single point of contact through which all Contractor/Court communications, work and technical direction shall flow. The Project Manager will be present at scheduled deliverables presentations and responsible for insuring that any requested changes be made to the final product. The Contractor shall identify the Project Manager, in writing, within 5 days of contract award.

H.12 Suspension of Work (Mar 2010)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Courts.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed-

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but

this requirement shall not apply as to a claim resulting from a suspension order);
and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

H.13 Court Delay of Work (MAR 2010)

(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed-

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved; and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

H.14 Safety Precautions (MAR 2010)

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

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

(c) The Courts, its officers, agents, servants and employees shall not be held liable

for any property damages or physical harm resulting from inadequate protection.

H.15 Use of Premises (MAR 2010)

(a) The Contractor shall not load or permit the loading of any part of any structure to such an extent as to endanger its safety.

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

(c) Any work necessary to be performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the Court.

(d) The Contractor shall use only such entrances to the work area as designated by the COTR.

(e) Any work, once started, shall be completed as rapidly as possible and without unnecessary delay.

(f) Only such portions of the premises as required for proper execution of the contract shall be occupied.

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

(h) Work performed in existing buildings shall be executed in a manner that will cause minimum interference with facility occupants.

(i) All work shall be carried on in an orderly manner performed in such manner to cause minimum:

(1) Interference with or disruption of normal activities in the building which is occupied; and

(2) Noises or disturbances.

H.16 Access to Building (MAR 2010)

(a) Contractor will be given access to the building, except secure areas or where work is specified to be performed at specified periods.

(b) Contractor will be given access to buildings only on Monday through Friday of each week.

(c) Contractor shall make all necessary arrangements for access to the building after regular working hours and/or for work on Saturday, Sunday or Holidays with the COTR.

(d) Should the Contractor desire to work on Saturdays, Sundays, or holidays, he/she must receive permission in writing from the COTR or designee. If permission is granted, all work performed shall be at no additional expense to the Court.

H.17 Availability of Funds for The Next Fiscal Year (MAR 2010)

H.17.1 This contract shall be terminated if funds are not made available for the continuation of the contract in any fiscal year covered by the contract. The Court's obligation for performance of this contract beyond this fiscal year is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Courts for any payment may arise for performance under this contract beyond this fiscal year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

H.18 Subcontracts (MAR 2010)

- (a) Nothing contained in the contract documents shall be construed as creating any contractual relationship between any subcontractor and the Court.
- (b) The divisions or sections of the specifications are not intended to control the Contractor in dividing the work among the subcontractors or to limit the work performed by any trade.
- (c) The Contractor shall be as fully responsible to the Court for the acts and omissions of subcontractors, and of persons employed by them as he is for the acts and omissions of persons directly employed by him.
- (d) The Contractor shall be responsible for the coordination of the trades, subcontractors, materials, and persons engaged upon his work.
- (e) The Court will not undertake to settle any differences between the Contractor and his subcontractors or between subcontractors.

- (f) Any work or service so subcontracted shall be performed pursuant to a subcontract agreement which the Courts shall have the rights to review and approve prior to its execution. Notwithstanding any such subcontractor approved by the Court, the Contractor shall remain liable to the Courts for all contractors' work and services required hereunder.

H.19 Publicity

- H.17.1 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.20 Protection of Property:

- H.20.1 The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

H.21 Liability

- H.21.1 The Contractor shall hold the District of Columbia free of any damages resulting from consumption of products delivered under this contract, when such damages are attributed to foreign material or other defects in products delivered by the Contractor.

H.22 Data Sources

- H.22.1 The Courts will provide the successful Offeror all available data possessed by the Courts that relates to this contract. However, the successful Offeror is responsible for all costs for acquiring other data or processing, analyzing or evaluating Courts data.

H.23 Safeguards of Information

- H.23.1 Unless approved in writing by the Contracting Officer, the successful Offeror may not sell or give to any individual or organization any information, reports, or other materials given to, prepared or assembled by the successful Offeror under the final contract. The successful Offeror(s) must maintain all records in compliance with federal and state laws and regulations.

H.24 Access to and Inspection of Work

H.24.1 The Courts' Representatives will, at all times, have access to the work being performed under this contract wherever it may be in progress or preparation.

H.25 Prompt Payment Act

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

H.26 Wage Determination

The Contractor shall be bound by 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 (41 U.S.C. 351 et seq.) and incorporated herein as Attachment J.11 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option year is exercised, the Contractor shall be bound by the applicable wage rate in effect at the time of the option year. If the option is exercised, and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

PART II

SECTION I - CONTRACT CLAUSES

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

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

I.2 Restriction on Disclosure and Use of Data.

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

I.3 Ethics in Public Contracting.

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

I.4 Disputes.

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

I.5 Laws and Regulations.

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

I.6 Non-Discrimination.

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

I.7 Examination of Books and Records.

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

I.8 Record Keeping.

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

I.9 Subcontracts.

None of the Contractor's work or services hereunder may be subcontracted by the Contractor to any subcontractor without the prior, written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement which the Courts shall have the rights to review and approve prior to its execution. Notwithstanding any such subcontractor approved by the Court, the Contractor shall remain liable to the Courts for all contractors' work and services required hereunder.

I.10 Protest.

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

I.10.1.1 Administrative Services Division
District of Columbia Courts
700 6th Street, N.W., Suite 1223
Washington, DC 20001

I.10.2 A protest shall include the following:

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

I.10.2.2 Solicitation or Contract Number.

- I.10.2.3 Detailed statement of the legal and factual grounds for the protest, including copies of relevant documents.
- I.10.2.4 Request for a ruling by the Director of the Administrative Services Division; and
- I.10.2.5 Statement as to the form of relief requested.

I.11 Debriefing (MAR 2010)

- 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.11 above within (3) calendar days from the date of receipt of the notification of award.

I.12 Insurance.

I.12.1 General Requirements

The Contractor 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 giving the evidence of required coverage prior to commencing work under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of that insurer(s) have been provided to and accepted by the Contracting Officer. 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-VIII or higher. 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 a stated limit 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.12.1.1 Automobile Liability Insurance

The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of

the contract. The policy shall provide a \$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

I.12.1.2 Workers' Compensation Insurance

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

I.12.1.3 Employer's Liability Insurance

The Contractor shall provide employer's liability insurance as follows: \$1 million per accident for injury; \$1 million per employee for disease; and \$1 million for policy disease limit.

I.12.2 Duration

The Contractor shall carry all required insurance until the contract work is accepted by the Courts and shall carry the required General Liability; and any required Employment Practices Liability Insurance for five (5) years following final acceptance of the work performed under this contract.

I.12.3 Liability

These are the required minimum insurance limits required by the Courts. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS WILL IN NO WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**

I.12.4 Measure of Payment

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

I.12.5 Notification

The Contractor shall immediately provide the Contracting Officer with written notice in the event its insurance has or will be substantially changed, cancelled or not renewed, and provide an updated Certificate of Insurance to the Contracting Officer.

I.12.6 Certificates of Insurance

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

Ahmad Stanekzai
Senior Contract Specialist
700 6th Street, N.W., 12 Floor
Washington, DC 20001
Phone: (202) 879-7485
ahmad.stanekzai@dccsystem.gov

I.12.7 Disclosure of Information

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

I.13 Cancellation Ceiling

In the event of cancellation of the contract because of nonappropriation for any fiscal year after this fiscal, 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.14 Order of Precedence (MAR 2010)

I.14.1 Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) Supplies and Services or Price/Cost Section (Section B);
- (b) Specifications/Work Statement (Section C);
- (c) Special Contract Requirements (Section H);
- (d) Deliveries and Performance (Section F);

- (e) Contract Clauses (Section I);
- (f) Contract Administration Data (Section G);
- (g) Inspection and Acceptance (Section E); and
- (h) Contract Attachments (Section J) in the order they appear.

I.15 **CONTINUITY OF SERVICES (MAR 2010)**

(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.16 Time

Time, if stated in number of days, will include Saturdays, Sundays, & holidays, unless otherwise stated herein.

PART III

LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

- J.1 General Provisions Applicable to D.C. Courts Contracts**
- J.2 Anti-Collusion Statement**
- J.3 Ethics in Public Contracting**
- J.4 Non-Discrimination**
- J.5 Certification of Eligibility**
- J.6 Tax Certification Affidavit**
- J.7 Certification Regarding a Drug-Free Workplace**
- J.8 District of Columbia Courts Release of Claims**
- J.9 Past Performance Evaluation Form**
- J.10 Offeror's Form of Offer Letter & Price Proposal**
- J.11 Wage Determination 2015-4281, Revision 25, dated 12/27/2022**

PART IV

REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 Certification Regarding a Drug-Free Workplace.

K.1.1 Definitions. As used in this provision:

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

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

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

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

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

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

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

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

- K.1.2.1** Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- K.1.2.2** Establish an ongoing drug-free awareness program to inform such employees about -
- (i) The dangers of drug abuse in the workplace.
 - (ii) The Contractor's policy of maintaining a drug-free workplace.
 - (iii) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- K.1.2.3** Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph K.1.2.1 of this provision.
- K.1.2.4** Notify such employees in writing in the statement required by subparagraph K.1.2.1 of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will
- (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction.
- K.1.2.5** Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision K.1.2.4 (ii) of this clause, from an employee or otherwise receiving actual notice of such conviction.
- K.1.2.6** The notice shall include the position title of the employee; and
- K.1.2.7** Within 30 calendar days after receiving notice under subdivision K.1.2.4 (ii) of

this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

- (i) Take appropriate personnel action against such employee, up to and including termination; or
- (ii) Require such employee to satisfactorily participate in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

K.1.2.8 Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs K.1.2.1 through K.1.2.6 of this provision.

K.1.3 By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

K.1.4 Failure of the offeror to provide the certification required by paragraphs K.1.2 or K.1.3 of this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19-602-1(a)(2) (i) and (ii).

K.1.5 In addition to other remedies available to the Government, the certification in paragraphs K.1.2 or K.1.3 of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

K.1.6 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE

Print Name of Authorized
Representative

Title

Signature of Authorized
Representative

K.2 REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS

K.2.1 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.3. WALSH-HEALY ACT

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

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

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

K.4. BUY AMERICAN CERTIFICATION

The Offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Clause 26 of the District of Columbia Courts General Contract Provisions), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

| EXCLUDED END PRODUCTS | COUNTRY OR ORIGIN |
|-----------------------|-------------------|
|-----------------------|-------------------|

K.5. OFFICERS NOT TO BENEFIT CERTIFICATION

Each Offeror shall check one of the following:

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

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

K.6. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory;
 - (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this offer, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above; or
 - (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above:

(insert full name or person(s) in the organization responsible for determining the prices offered in this offer and the title of his or her position in the Offeror's organization);
 - (ii) As an authorized agent, does certify that the principals named in subdivision (b) (2) (1) above have not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above; and
 - (iii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.
- (c) If Offeror deletes or modifies subparagraph (a) (2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.7. 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.8. PAYMENT IDENTIFICATION NO.

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

Please list below applicable vendor information:

Federal Tax Identification Number: _____

Or

Social Security Number: _____

Dun and Bradstreet Number: _____

Legal Name of Entity Assigned this Number: _____

Street Address and/or Mailing Address: _____

City, State, and Zip Code: _____

Type of Business: _____

Telephone Number: _____

Fax Number: _____

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

PART IV

REPRESENTATIONS AND INSTRUCTIONS

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 Proposal Submission and Identification

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

L.1.2 Proposals shall be submitted **BY EMAIL ONLY** (electronic version PDF format). The RFP number, title and proposals due date are as follows:

Solicitation Number: DCSC-23-RFP-68

Caption: "Consultant Services for Probate Elder Justice Grant"

Proposal Due Date & Time: April 17, 2023, no later than 2:00 p.m., EST

L.1.3 Confidentiality of Submitted Information

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

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

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

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

L.1.3.3 Note that the District of Columbia Courts shall have the right to duplicate, use, or disclose the data to the extent consistent with the Court's internal needs in the 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.2 Proposal Submission

L.2.1 The Proposals shall be submitted **BY EMAIL ONLY** to Mr. Ahmad Stanekzai, Senior Contract Specialist at ahmad.stanekzai@dccsystem.gov no later than **2:00 p.m., ESTon April 17, 2023.**

L.3 Proposal Information and Format

L.3.1 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.3.2 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.

Offerors shall submit their proposals in a format and manner consistent with the guidelines described below. The proposal must be submitted in two separate electronic documents, outlined following the numbering schema, with electronic files organized by the sections as outlined below. Offerors are encouraged to be thorough but concise. **The proposal shall be prepared in two volumes. Volume I – Technical Proposal and Volume II - Price Proposal.**

L.3.2.1 Volume I - Technical Proposal shall be comprised of the following sections and tabs:

| | |
|------------------|--|
| Section A | Transmittal Letter |
| Section A | Offeror’s General Information/Description of Organization |
| Section A | Conflicts of Interest |
| Section A | Disclosure |

| | |
|------------------|--|
| Section B | Proposed Research Associate’s (“Consultant”) Qualifications |
| Section B | Prior History Working in Adult Guardianship |
| Section B | Prior Experience facilitating workgroups |
| Section B | Prior Experience with report writings |
| Section B | Technical Assistance |
| Section B | Prior Experience in form development |
| Section B | Prior Experience developing trainings |

L.3.2.1.1 **Volume I: Technical Proposal**

L.3.2.1.1 **Section A**

- 1) **Section A: Transmittal Letter.** The Offerors must provide a transmittal letter along with their proposals briefly summarizing the Offeror’s ability to supply the requested services that meet the requirements defined in this RFP. The transmittal letter shall be signed by an authorized person to commit the Offeror to its representations, and who can certify that the information offered meets all general conditions.

- 2) **General Information/Description of Organization.** Provide a brief description of the Offeror’s organization, including the following:
 - a) Name of company;
 - b) Address of headquarters and all locations;
 - c) Name, title, address, phone number, and email address of primary contact person for this solicitation;
 - d) Legal form of the Offeror’s business organization (corporation, joint venture, partnership (including type of partnership), or individual);
 - e) Ownership by foreign corporation with an interest exceeding five (5) percent;
 - f) Brief history of the Offeror;
 - g) Ownership structure;
 - h) Ownership by foreign corporation with an interest exceeding five (5) Percent;

- i) Articles of incorporation, partnership or joint venture agreement;
 - j) 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. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and
 - k) 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.
- 3) **Conflicts of Interest.** Include 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.
- 4) **Disclosures.** This section of the proposal shall include the disclosure information described below:
- a) Any assumptions, conditions, considerations, disclosures, or exceptions (technical, price, contractual, or otherwise) by the Offeror upon which the proposal is based. Include the rationale, describe each disclosure, and specify the relevant section of this solicitation. If the Offeror has no such disclosures, Offeror shall state so;
 - b) Disclosure details of any legal action or litigation past or pending against the Offeror;
 - c) 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
 - d) 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.3.2.1.1 Section B

- 1) **Proposed Research Associate (“Consultant”).** Describe the qualifications of the proposed Consultant to perform the specified work as described in Section C.

Include, at a minimum, the following:

- a) Names and job title
 - b) Resume
 - c) Experience in similar projects
 - d) Relevant skills, certifications and training
- 2) **Prior History Working in Adult Guardianship.** Preference will be given to applicant (proposed Consultant) who is knowledgeable about adult guardianship, least restrictive alternatives, and capacity building.
 - 3) **Prior Experience facilitating workgroups.** Preference will be given to professionals with prior experience facilitating groups, gathering information, and synthesizing the information into a report.
 - 4) **Prior Experience with report writings.** Preference will be given to professionals with prior experience and knowledge of report writing including but not limited to writing assessments and reports considering multiple audiences.
 - 5) **Technical Assistance.** Preference will be given to professionals with knowledge of the services areas for persons under guardianship and how to access resources in the community. Preference will also be given to professionals that have provided technical assistance to grant recipients.
 - 6) **Prior Experience in form development.** Preference will be given to professionals with prior experience developing forms, testing forms, and implementing forms in multiple social service areas.
 - 7) **Prior experience developing trainings (in-person and virtual).** Preference will be given to professionals with prior experience designing, developing, implementing, and facilitating trainings with professionals, stakeholders, and members of the public.
 - 8) **Past Performance Forms.** Include completed Past Performance Evaluation Forms (Attachment J.9) from at least three (3) client references from the past 3 years for whom the Offeror provided similar services to the contents of similar scope of and size of this RFP. Offerors shall ensure that customer references are complete and sign the Past Performance Evaluation Form. Offerors shall return the Past Performance Evaluation Forms within the proposal package. (References do not need to send forms directly to the Courts.

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.

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

L.3.2.2 Volume II-Price Proposal shall comprise the following tabs:

| | |
|------------------|---|
| Section A | Offeror’s Form of Offer Letter & Price Proposal/Schedule (Attachment J.10) |
| Section B | All other required information and attachments as specified in Section L.10. |

L.3.2.2.1 Section A:

- 1) **Cost of Supplies and Goods:** Offerors shall submit a price for the services specified below and in accordance with Section C, Scope of Services, of this RFP. The Courts intend to award a firm-fixed price contract for the software and services requested herein. The Courts intend to award this contract to a single primary Offeror, though Offerors may choose to collaborate with subcontractor firms to supplement their expertise.

The Courts are not responsible for omissions in costs submitted by the Offeror. Offerors shall submit costs using the template in **Attachment J.10**. Offerors shall submit all pricing information in a **separate, clearly marked volume**.

- 2) Using the instructions and template provided in **Attachment J.10**, submit a firm fixed hourly rate for the Consultant services required in this solicitation.
- 3) Offeror shall *include the following statement*:
 - a. “The Offeror agrees that if its offer is accepted *within one hundred twenty (120) days* from the date specified in this solicitation for the submission of proposals, or if its Final Proposal Revision (FPR) is accepted *within one hundred twenty (120) days* from the date specified for submission thereof, to furnish goods and services at the price stated in the Price proposal, delivered, or performed at the designated place within the time specified in this solicitation.”

L.3.2.2.2 Section B:

- 1) Section B shall include all other required information. Offerors shall complete and include all other required information as specified in Section L.10.

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

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

L.3.1.1 The proposal is the only proposal received.

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

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

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

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

L.4 Questions.

L.4.1 Questions concerning this RFP must be directed by **e-mail** to:

Ahmad Stanekzai, Senior Contract Specialist
Procurement and Contracts Branch
Administrative Services Division

District of Columbia Courts
Ahmad.stanekzai@dccsystem.gov

L.4.2 For further information on submission of questions, please refer to section L.5 of this RFP.

L.5 **Explanation to Prospective Offerors.**

L.5.1 **Any prospective Offeror desiring an explanation or interpretation of this solicitation must request it by email no later than March 28, 2023, by 1:00 p.m.** Requests should be directed to the Contract Specialist at the e-mail address listed in Section L.4. Any substantive information given to a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors as an amendment to the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.6 **Changes to the RFP.**

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

L.7 **Contract Award.**

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

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

L.7.3 **Final Proposal Revisions (FPRs).**

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

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

L.8 Cancellation of Award.

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

L.9 Official Offer.

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

L.10 Certifications, Affidavits, and Other Submissions.

L.10.1 Offerors shall complete and return with their price proposal (Attachment J.10), the attachments listed below:

- a) Solicitation/Offer/Award Form. Completed Solicitation/Offer/Award Form (Section A of this RFP);
- b) Representations, Certifications and Acknowledgments (Section K of this RFP);
- c) Anti-Collusion Statement (Attachment J.2.);
- d) Ethics in Public Contracting (Attachment J.3);
- e) Non-Discrimination (Attachment J.4);
- f) Certification of Eligibility (Attachment J.5);
- g) Tax Certification Affidavit Attachment J.6); and
- h) Certification of a Drug-Free Workplace (Attachment J.7).

Past Performance Evaluation Form (Attachment J.9) must be included in Section A of the Technical Proposal.

L.11 Retention of Proposals.

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

record after the award and open to public inspection. It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the Courts except as to the disclosure restrictions contained in Section L.3.2.1.1, Item No. 4.

L.12 Public Disclosure under FOIA.

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

L.13 Examination of Solicitation.

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

L.14 Acknowledgment of Amendments.

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

L.15 Right to Reject Proposals.

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

L.16 Proposal Preparation Costs.

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

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

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

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

L.18 **Contract Type.**

L.18.1 This is a firm-fixed price contract.

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

L.19.1 In the event that a prospective offeror does not submit 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 a Final Proposal Revision (FPR) is accepted within one hundred twenty (120) days from the date specified for submission thereof, to furnish services at the price stated in the Price proposal, delivered or performed at the designated place within the time specified in this solicitation.

L.24 Pre-Proposal Conference

Not applicable.

L.27 Oral Presentations

L.27.1 Although the Court may award this contract without discussions, at its discretion, the Court may choose to invite Offerors determined to be in the competitive range to give a demonstration of their product. Should the Court choose to entertain demonstrations, the offerors determined to be in the competitive range shall be informed of the Court's intention. If demonstrations are requested, the invited presenters shall be asked to provide a one-hour demonstration of their product. The Court shall reserve up to a half hour for questions and answers after each demonstration.

PART V

SECTION M - EVALUATION FACTORS

M.1 Evaluation for Award

The Courts intend to make one single award to the responsible firm whose proposal represents the best value to the Courts. The evaluation criteria are listed below. 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.

All responses will be evaluated and ranked by the Court utilizing the evaluation criteria under Sections M.2, M.3 and M.4. If the Contracting Officer conducts discussions, they will be conducted in accordance with Section L.7.3 Final Proposal Revisions (FPRs).

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:

| <u>ITEM NO</u> | <u>TECHNICAL EVALUATION CRITERIA</u> | <u>MAXIMUM POINTS</u> |
|-----------------------|---|------------------------------|
| M.2.1 | Prior History Working in Adult Guardianship - Preference will be given to applicants who are knowledgeable about adult guardianship, least restrictive alternatives, and capacity building. | 0-20 Points |
| M.2.2 | Prior Experience facilitating workgroups - Preference will be given to professionals with prior experience facilitating groups, gathering information, and synthesizing the information into a report. | 0-10 Points |
| M.2.3 | Prior Experience with report writings - Preference will be given to professionals with prior experience and knowledge of report writing including but not limited to writing assessments and reports considering multiple audiences. | 0-15 Points |
| M.2.4 | Technical Assistance - Preference will be given to professionals with knowledge of the services areas for persons under guardianship and how to access resources in the community. Preference will also be given to professionals that have provided technical assistance to grant recipients. | 0-10 Points |

| | | |
|-----------------------|---|--------------------------|
| M.2.5 | Prior Experience in form development - Preference will be given to professionals with prior experience developing forms, testing forms, and implementing forms in multiple social service areas. | 0-15 Points |
| M.2.6 | Prior Experience developing trainings - Preference will be given to professionals with prior experience designing, developing, implementing, and facilitating trainings with professionals, stakeholders, and members of the public. | 0-15 Points |
| M.2.7 | Price Proposal | 0-15 Points |
| Overall Points | | <u>100 Points</u> |

M.3 Price Proposal Evaluation

M.3.1 Actual points assigned to each Offeror in this category will be based on the Offerors’ total price for the base year and one option year and will be computed in accordance with the following formula. The Offerors with the lowest total price will receive the maximum points for price. All other proposals will receive a proportionately lower total score. See the following formula:

$$\frac{\text{Lowest Price Proposal}}{\text{Price of Proposal Being Evaluated}} \times \text{Weights (\# of Points)} = \text{Evaluated Price Score}$$

Total Points: (Technical and Price): 0-100 points

M.3.2 **Completeness.**

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

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

M.4 Prospective Contractor's Responsibility.

- M.4.1 In order to receive an award under this RFP, the Court's Contracting Officer must determine that the prospective contractor has the capability in all respects to perform fully the contract requirements. To be deemed responsible, a prospective contractor must establish that it has:
- M.4.1.1 Financial resources adequate to perform the contract, or the ability to obtain them;
 - M.4.1.2 Ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
 - M.4.1.3 A satisfactory record of performance;
 - M.4.1.4 The necessary organization, experience, accounting and operational control, and technical skills, or the ability to obtain them;
 - M.4.1.5 Compliance with the applicable District licensing, tax laws, and regulations;
 - M.4.1.6 The necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and
 - M.4.1.7 Other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- M.4.2 The Courts reserves the right to request from a prospective contractor information necessary to determine the prospective contractor's responsibility. Information is to be submitted upon the request of the Courts within the time specified in the request. Failure of an offeror to comply with a request for information may subject the offeror's proposal to rejection on responsibility grounds. If a prospective contractor fails to supply the requested information, the Court's Contracting Officer shall make the determination of responsibility or 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.