

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

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

DATE ISSUED: November 21, 2022
QUESTIONS DUE DATE: December 2, 2022

SOLICITATION NUMBER: DCSC-23-FSS-14

CLOSING DATE: December 20, 2022
CLOSING TIME: 2:00 P.M.

OFFER/BID FOR: OMB Circular A-123 Services

MARKET TYPE: GSA SCHEDULE

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SOLICITATION/OFFER/AWARD FORM (TO BE COMPLETED BY OFFEROR) Note: In sealed bid solicitations “Offer” and Offeror” means “Bid” and “Bidder”

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

<p 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 (Seal)	Date:
	Impress Corporate Seal Corporate (Secretary) _____ (Seal) (Attest)	

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

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

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All written communications regarding this solicitation should be addressed to the Contracting Officer and should be directed via email to Katrina J. Cypress, Contract Specialist at katrina.cypress@dccsystem.gov

All Amendments will be posted on the DC Courts website at <https://www.dccourts.gov/index.php/about/procurement-contracts-branch>. Oral explanations or instructions given by Courts Officials before the award of the contract will not be binding.

This solicitation is a GSA Schedule procurement.

PART I

SECTION B - SUPPLIES OR SERVICES AND PRICE/COST

- B.1 The District of Columbia Courts is seeking proposals for the services of Certified Public Accountant firms on the **Federal Government General Services Administration (GSA) Federal Supply Schedule under the GSA Schedule 520 Financial and Business Solutions (FABS)** to perform an evaluation of the control design and effectiveness of financial reporting internal controls in accordance with OMB's revised Circular No. A-123, Management's Responsibility for Internal Controls, effective beginning fiscal year (FY) 2016 and beyond.
- B.2 The offeror shall submit a price for the services specified below and in accordance with Section C, Scope of Services, of this Request for Proposals (RFP).
- B.3 **CONTRACT PRICE SCHEDULE**

PLEASE SEE "ATTACHMENT J.5" FOR PRICE SCHEDULE SHEETS (BASE YEAR AND FOUR (4) ONE-YEAR OPTION PERIODS)

PART 1

SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 **SCOPE OF WORK/TECHNICAL SPECIFICATIONS**

Background

The District of Columbia Courts is seeking proposals for the services of Certified Public Accountant firms on the **Federal Government General Services Administration (GSA) Federal Supply Schedule under the GSA Schedule 520 Financial and Business Solutions (FABS)** to perform an evaluation of the control design and effectiveness of financial reporting internal controls in accordance with OMB’s revised Circular No. A-123, Management’s Responsibility for Internal Controls, effective beginning fiscal year (FY) 2023 and beyond.

The Contractor shall work remotely and onsite, where applicable, at the District of Columbia Courts location, in conjunction with the Internal Audit unit and the Budget and Finance Office to address the needs of the Courts. The Court contemplates a single award to one (1) Contractor for a contract term not to exceed 52 weeks from the date of award of the contract. The date of award shall be the date the Contracting Officer signs the contract award document.

Introduction

The District of Columbia Courts (hereafter referred to as *DC Courts*) is seeking the services of Certified Public Accounting firms on the **Federal Government General Services Administration (GSA) Federal Supply Schedule under the GSA Schedule 520 Financial and Business Solutions (FABS)** to perform an evaluation of the control design and effectiveness of financial reporting internal controls in accordance with OMB’s revised Circular No. A-123, Management’s Responsibility for Internal Controls, which is effective beginning fiscal year (FY) 2023 and beyond.

OMB Circular No. A-123 defines management’s responsibility for internal controls in Federal agencies. The Circular provides guidance to Federal managers on improving the accountability and effectiveness of Federal programs and operations by establishing, assessing, correcting, and reporting on internal controls pertaining to and having an impact upon financial reporting. Management is responsible for establishing and maintaining internal control to achieve the objectives of effective and efficient operation, reliable financial reporting, and compliance with applicable laws and regulations.

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The DC Courts is seeking to fully comply with the mandates of OMB Circular A-123 by taking systematic and proactive measures to (i) develop and implement appropriate, cost-effective internal control for results-oriented management; (ii) assess the adequacy of internal control in its programs and operations (iii) separately assess and document internal control over financial reporting consistent with the process defined in Appendix A of OMB Circular No. A-123; (iv) identify needed improvements; (v) take corresponding corrective action; and (vi) report annually on internal control through management assurance statements.

DC Courts Management has a fundamental responsibility to develop and maintain effective internal control. The proper stewardship of agency resources is an essential responsibility of agency managers and staff. Agency employees must ensure that its programs operate efficiently, and its resources are used effectively to achieve desired objectives. Programs must operate and resources must be used consistent with agency missions, in compliance with laws and regulations, and with minimal potential for waste, fraud, and mismanagement.

DC Courts Management is responsible for developing and maintaining effective internal control. Effective internal control provides assurance that significant weaknesses in the design or operation of internal control, that could adversely affect the agency's ability to meet its objectives, would be prevented or detected in a timely manner. Appropriate internal control should be integrated into each system established by agency management to direct and guide its operations. Internal control applies to program, operational and administrative areas as well as accounting and financial management.

The importance of internal control is addressed in many statutes and executive documents. The FMFIA establishes overall requirements with regard to internal control. The agency head must establish controls that reasonably ensure that: "(i) obligations and costs are in compliance with applicable law; (ii) funds, property, and other assets are safeguard against waste, loss, unauthorized use or misappropriation; and (iii) revenues and expenditures applicable to agency operations are properly recorded and accounted for to permit the preparation of accounts and reliable financial and statistical reports and to maintain accountability over the assets." In addition, the agency head annually must evaluate and report on the control and financial systems that protect the integrity of its programs (Section 2 and Section 4 of FMFIA respectively). The three objectives of internal control are to ensure the effectiveness and efficiency of operations, reliability of financial reporting, and compliance with applicable laws and regulations. The safeguard of assets is a subset of all of these objectives.

To ensure senior management involvement, many agencies have established their own senior management council, often chaired by the agency's lead management official, to address management accountability and related issues within the broader context of

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agency operations. Relevant issues for such a council include ensuring the agency's commitment to an appropriate system of internal control; actively overseeing the process of assessing internal controls, including non-financial as well as financial reporting objectives; recommending to the agency head which control deficiencies are material to disclose in the annual FMFIA report; and providing input for the level and priority of resource needs to correct these deficiencies. Many agencies use a Senior Management Council to assess and monitor deficiencies in internal control. A Senior Management Council, which may include the Chief Financial Officer, the Senior Procurement Executive, the Chief Information Officer, and the managers of other functional offices, should be involve in identifying and ensuring correction of systemic weaknesses relating to their respective functions. Such councils generally recommend to the agency head which reportable conditions are deemed to be material weaknesses to the agency as a whole and should therefore be included in the annual FMFIA assurance statement and reported in the agency's annual financial report.

At this instance, the DC Courts has developed a designated council of individuals to serve in this capacity, hereafter referred to as the DC Courts strategic Assessment Team or DC SAT. This council, i.e., DC SAT team is responsible for overseeing the timely implementation of corrective actions related to material weaknesses in financial reporting. Additionally, the DC SAT Team assists in determining when sufficient action has been taken to declare that a reportable condition or material weakness has been corrected. While the establishment of such a council is not a requirement of OMB A-123, a Senior Management Council or similar construct is encouraged, and the DC Courts has sought to pursue and implement such a construct.

1. **Scope of Work**

The Contractor shall perform ancillary services related to the current OMB Circular No. A-123 Management's Responsibility for Internal Controls based upon a review of the District of Columbia Courts internal controls over financial reporting. Specifically, the contractor shall provide the information resulting from test work to facilitate the DC Courts in preparing its annual Statement of Assurance for the fourth quarter of fiscal year ending 2022 and the 1st, 2nd, and 3rd quarters for fiscal year 2023.

The scope of work encompasses a review and testing of the design and effectiveness of business process control procedures for the following areas:

1. Procurement
2. Financial Operations *

* Financial Operations functions limited to Accounts Payable, Grants Receivable and Cash, Check, Credit

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and Debit card transactions.

3. Budget Management
4. General Ledger Management
5. Financial Reporting
6. Payroll
7. Crime Victims Compensation Program

Information Systems to be included within the scope of review include:

(Note: Information Technology General Controls and the environment in which they reside are not being tested in this review)

- Oracle Federal Financial
- Federal Personnel and Payroll System
- Claims Assistant Software
- MIP
- Cherwell

Overall, the objective of this engagement is to provide ancillary services to the DC Courts Internal Audit Unit within the DC Courts Executive Office to support DC Courts' A-123, Management's Responsibility for Internal Controls, statement of assurance based on the following:

1. Testing Internal Controls.

- a. Developing and executing a test plan to evaluate the design and operating effectiveness of internal controls related to following financial business processes: Procurement and Capital Projects / Maintenance functionalities. The testing purpose to allow the Agency to provide an overall assessment of their internal control system.
- b. Developing and executing a test plan to evaluate solely the operating effectiveness of internal controls related to following financial business processes: Budget Management; Crime Victims Compensation Program; Financial Reporting; Financial Operations (i.e., Accounts Payable, Grants Receivable and Cash, Check, Credit and Debit card transactions.); General Ledger Management; and Payroll. The testing purpose to allow the Agency to provide an overall assessment of their internal control system
- c. Developing and executing a test plan to evaluate solely the operating effectiveness of internal controls related to information systems and interfaces as outlined: Oracle Federal financial; Federal personnel and Payroll system and Claims Assistant Software. The testing purpose to allow the Agency to provide an overall assessment of their internal control system.

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2. **Listing of Control Deficiencies.** Develop a report listing the deficiencies identified through internal control testing which will facilitate the DC Courts' development of corrective actions, where needed.
3. **Annual Assurance Statement.** Present internal control testing results and corrective actions plan, if applicable, to the COTR and/or Agency Head to provide a basis for the annual assurance statement over internal control included in the Performance Annual Report (PAR).

This scope of work will be completed in five (5) phases defined as follows:

Phase 1 - Planning and Project Management

Phase 2 – Walk-through and Test of Design Effectiveness for processes noted in section 1

Phase 3 - Test of Control Operating Effectiveness for processes noted in section 1

Phase 4 – Evaluation / Discussion of Findings

Phase 5 – Reporting

The Contractor shall perform the following tasks:

- 3.1 Entrance Conference – An Entrance Conference will be scheduled with the Contractor and the Courts prior to the start of fieldwork to discuss the engagement, deliverables, and the Courts' and Contractor's responsibilities.
- 3.2 Determine the status of established and documented business control processes of the following:
 - DC Courts Administrative Services Division
 - Procurement process
 - DC Courts Budget & Finance Division
 - Financial Operations processes - functions limited to Accounts Payable, Grants Receivable and Cash, Check, Credit and Debit card transactions (DC Courts Budget & Finance Division)
 - Budget process
 - General Management process
 - Financial Reporting process
 - DC Courts Human Resources Division; Information Technology Division & various DC Court Divisions performing hiring & termination of personnel
 - Payroll
 - Crime Victims Compensation Program Division

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- Processing and Payment of Grant services pertaining to crime victims

In scope computer information systems include:

- Oracle Federal Financial
- Federal Personnel and Payroll System
- Cherwell system
- Claims Assistant Software
- MIP

- 3.3 Identify, document and perform walk-throughs of the key controls that need to be evaluated and tested based on agreed upon quantitative and qualitative materiality thresholds.
- 3.4 Develop detailed test plans and review protocols for each area in which the key controls were identified.
- 3.5 Perform testing of the design and operating effectiveness of key internal controls.
- 3.6 Develop a Listing of Control Deficiencies identified in testing of control design.
- 3.7 Progress Meetings and Reports: Contractor shall attend periodic weekly status meetings with COTR and provide interim status reports that include but is not limited to completion of agreed upon contract milestones, changes in agreed upon approach, difficulties encountered that impede work completion and quality of work product and overall direction of contract performance. Status meetings will be performed virtually, until further notice.

4 **DELIVERABLES**

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

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Item Number	Deliverable	Quantity	Format/Method of Delivery	Due Date	To Whom
PHASE 1 - PLANNING PHASE					
1.	Entrance conference: Conduct planning meetings with key stakeholders, including coordination with the Agency's independent financial statement auditors to align priorities and timelines to minimize duplication of efforts for DCC personnel	1	Electronic copy of Listing of personnel in attendance; Meeting agenda; Minutes of meeting issues discussed and agreed upon	One (1) week after award contract	COTR
2.	Entrance Conference Documents to be provided to COTR: 1. Establish agreed upon roles, responsibilities, and timing of project activities. 2. Establish a detailed testing plan and timeline and validate with COTR, management and process owners	1	Electronic copy – Documentation of agreed upon procedures listing role, responsibilities, and project management timeline and materiality threshold	One (1) week after contract award	COTR
3.	Documentation of reasonableness evaluation of Management's Qualitative and Quantitative Materiality threshold	1	Electronic copy – Documentation of agreed upon materiality threshold	One (1) week after contract award	COTR
4.	Definition of sampling selection methodology	1	Electronic copy – Documentation of agreed upon sample thresholds	One (1) week after contract award	COTR
5.	Periodic Status Meetings (Weekly): Provide periodic status reporting to COTR, key stakeholders, noting work completed, progress of current activities and	1 of each meeting	Electronic copy –	Every week during the period of the contract	COTR

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Item Number	Deliverable	Quantity	Format/Method of Delivery	Due Date	To Whom
	deliverables, and communication of any internal control weaknesses identified.				
PHASE 2 - WALK THROUGH AND TEST OF CONTROL DESIGN EFFECTIVENESS					
1.	Obtain and review the most current documentation that describes DC Courts process and controls, e.g., process cycle memos, business process documentation and/or SOPs, whichever is available	1	Electronic copy Brief report of Business Process reviewed; preliminary assessment of design and updated process memo	2 nd & 3 rd Week	COTR
2.	Conduct meetings with process owners to walk through and obtain an understanding of the controls of each in-scope process	1	Electronic copy in – Brief report of Business Process reviewed, preliminary assessment of design and updated process memo	2 nd & 3 rd Week	
3.	Update process cycle memos (i.e. SOPs), as needed, based on the walkthrough	1	Electronic copy – Brief report of Business Process reviewed, preliminary assessment of design and updated process memo	2 nd & 3 rd Week	COTR
4.	Obtain and inspect supporting documentation for a sample of 1 transaction for each key control identified during the walkthrough	1		2 nd & 3 rd Week	COTR

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Item Number	Deliverable	Quantity	Format/Method of Delivery	Due Date	To Whom
5.	Evaluate the design of key control and communicate any deficiencies or recommendations to management	1	Electronic copy – Listing of Key Controls	2 nd & 3 rd Week	COTR
6.	Collaborate with management on the development of corrective action plans for noted control design findings	1	Electronic copy – Listing of Corrective Action Plan	3 rd & 4 th Week	COTR
PHASE 3 - TEST OF CONTROL OPERATING EFFECTIVENESS					
1.	For each in-scope key control, select a sample of transactions and obtain supporting documentation for testing	1	Electronic copy - Detailed test plans and review of protocols	5 th , 6 th & 7 th Week	COTR
4.	Obtain and inspect supporting documentation for a sample of transaction for each key control identified during the walkthrough	1	Electronic copy -	5 th , 6 th & 7 th Week	COTR
5.	Evaluate the control effectiveness of key control and communicate	1	Electronic copy – Listing of Key Controls	2 nd & 3 rd Week	COTR

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Item Number	Deliverable	Quantity	Format/Method of Delivery	Due Date	To Whom
	any deficiencies or recommendations to management				
6.	Collaborate with management on the development of corrective action plans	1	Electronic copy – Listing of Corrective Action Plan	3 rd & 4 th Week	COTR
Item Number	Deliverable	Quantity	Format/Method of Delivery	Due Date	To Whom
PHASE 4 – COMMUNICATION OF CONTROL FINDINGS NOTED FROM TESTING					
1.	Identify, evaluate and communicate operating effectiveness deficiencies to management.	1	Electronic copy – Listing of Operating Effectiveness Deficiencies / Testing results	7 th Week	COTR
2.	Obtain where applicable Management’s response to findings on when, who and how corrective action to remedy finding will be performed.	1	Electronic copy – Listing of management’s responses to agreed upon corrective action for noted findings	8 th Week	
3.	Collaborate with management on the development of corrective action plans	1	Electronic copy – Listing of Corrective Action Plan	3 rd & 4 th Week	COTR
PHASE 5 - REPORTING PHASE					
1.	Development / Codification of Control Deficiencies used to	1	Electronic copy – A documented dashboard report	8 th Week	COTR

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Item Number	Deliverable	Quantity	Format/Method of Delivery	Due Date	To Whom
	facilitate Management’s Corrective Action Plans		that recaps the results of all internal control testing activities to include at a minimum - Listing of Control Effectiveness; Control Deficiencies and Corrective Action Plan		
2.	Present internal control testing results and corrective action plans to the Executive Office	1	Electronic copy – format to be determined	8 th Week	COTR
3.	Internal Control Review Management Assurance report	1	Electronic copy – format to be determined	8 th Week Report is due in conjunction with DC Courts Annual Financial Reporting due date	COTR

5. Period of Performance – January 20, 2023 through January 19, 2024

A. Period of Performance

The period of performance for this SOW is not-to-exceed fifty-two (52) weeks to be performed simultaneously by a Senior Accountant and Staff Accountants not-to exceed four (4) personnel with appropriate qualifications to be determined and approved by COTR during the planning phase. The work is to be performed remotely and on-site, where appropriate at DC Courts facilities.

B. Base and Option Years

The base year of the period of performance shall be January 20, 2023 through January 19, 2024. Based on availability of congressionally approved funding and at the discretion of DC Courts management, the option years are not-to-exceed four (4) one-year option periods.

6. Location of Work

The work shall be performed primarily from a remote basis. If and where necessary, contractor can request access to the following Court sites:

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

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

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

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

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

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

7. Records Retention

- 7.1 All electronic documents, to include control testing plans, workpapers, control evidence and related contract deliverables so noted as part of this contract shall be considered the property of the DC Courts.
- 7.2 At the request of the COTR, the Contractor shall periodically review these resource materials with the COTR and establish file and retention plans. No later than fourteen (14) days before the close-out of the project period of performance, the contractor shall review with the COTR all project-related materials and agree on a disposition plan for the project close-out phase.

The SOW is not complete until all deliverables are accepted and approved by the COTR.

8. Supervision

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

- 8.1 Continuously monitor the status of work, providing COTR with timely

information regarding possible problems and proposed action required to mitigate such problems.

8.2 Continuously communicate status of the work relative to the approved schedule. This requirement may be fulfilled by timely filing of the weekly status reports by contractor's staff as required under the project management protocols.

8.3 Assure that staff working under this contract provides weekly status report throughout the performance of the contractor's work, setting out current and upcoming activities, decisions required and issues of concern. ***[Note: Timely, complete, and satisfactory provision by the contractor to the DC Courts of such reports shall be a condition precedent to payment of the contractor.]***

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

9. Incorporated Documents

The following documents are incorporated and made a part of this solicitation:

D.C. Courts General Contract Provisions, April 2007 (Attachment J.1)

Tax Certification Affidavit (Attachment J.2)

District of Columbia Courts Release of Claims (J.3)

Past Performance Evaluation Form (Attachment J.4)

Price Schedule Sheets (Attachment J.5)

PART 1

SECTION D - PACKAGING AND MARKING

This section is **Not Applicable** to this solicitation.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 Inspection of Supplies

- (a) “Supplies,” as used in this clause, includes, but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

- (b) The Contractor shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notification of rejection. Upon the Contractor’s failure to cure within ten (10) days after date of notification, the Court may return the rejected materials or supplies to the Contractor at the Contractor’s risk and expense.

- (c) The Contractor shall provide and maintain an inspection system acceptable to the Court covering supplies under this contract and shall tender to the Court for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Court during contract performance and for as long afterwards as the contract requires. The Court may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under this contract.

- (d) The Court has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Court will perform inspections and tests in a manner that will not unduly delay the work. The Court assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in the contract.

- (e) If the Court performs inspection or test on the premises of the Contractor or subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities, and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Court will bear the expense of Court inspections or tests made at other than Contractor’s or subcontractor’s premises, provided, that in case of rejection, the Court will not be liable for any reduction in the value of inspection or test samples.
 - (1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of

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inspection or test.

(2) Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.

(f) The Court has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or otherwise not in conformity with contract requirements. The Court may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and when required, shall disclose the corrective action taken.

(h) If the Contractor fails to remove, replace, or correct rejected supplies that are required to be replaced or corrected within ten (10) days, the Court may either (1) by contract or otherwise, remove, replace or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i) If this contract provides for the performance of Court quality assurance at source, and if requested by the Court, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract, and (ii) when the supplies will be ready for Court inspection.

(j) The Court request shall specify the period and method of the advance notification and the Court representative to whom it shall be furnished. Requests shall not require more than two business days of advance notification if the Court representative is in residence in the Contractor's plant, nor more than seven business days in other instances.

(k) The Court will accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Court failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability upon the Court, for non-conforming supplies.

(l) Inspections and tests by the Court do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(m) If acceptance is not conclusive for any of the reasons in subparagraph (l) hereof, the Court, in addition to any other rights and remedies provided by law, or under provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or noncompliance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Court will have the right to return the rejected materials at Contractor's risk and expense or contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Court thereby.

E.2 Inspection of Services

“Services” as used in this clause includes services performed, workmanship, and material furnished or utilized in the performance of services.

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

The Court has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Court will perform inspections and tests in a manner that will not unduly delay the work.

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

If any of the services do not conform to the contract requirements, the Court may require the Contractor to perform these services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by performance, the Court may require the Contractor to take necessary action to ensure that

future performance conforms to contract requirements and reduce the contract price to reflect value of services performed.

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

E.3 Acceptance of Services

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

SECTION F - DELIVERIES AND PERFORMANCE

F.1 Term of Contract

F.1.1 The term of the contract shall be for a base year (52 weeks) 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 Periods

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

F.2.1 Option to Extend the Term of the Contract

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

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

The offeror shall include in its price proposal, the price for the base 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 options under this clause, shall not exceed five (5) years.

F.3 Deliverables

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

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 Payment/Invoices

- A. 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>.
- B. 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.
- C. 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 Contracting Officer Technical Representative (COTR),
 6. COTR email address, and
 7. Description, quality, unit of measure, and extended price of the services or supplies actually rendered.
- D. 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 a copy of the electronic invoice along with all the required supporting documentation as stated in the contract. The Contracting Officer’s Technical Representative (COTR) shall review each electronic invoice for certification of receipt of satisfactory services prior to authorization of payment.
- E. **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 Release of Claims form as well as provide a copy of the final electronic invoice to the COTR.

F. **Tax Exempt**

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

G.2 In addition, the Contractor shall complete **Attachment J.9 - District of Columbia Courts Release of Claims form and submit to the Contracting Officer.**

G.3 **Audits:**

G.3.1 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.4 **Contracting Officer and Contracting Officer's Technical Representative (COTR)**

G.4.1 **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:

Geoffrey A. Mack
Acting Administrative Officer
Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 622
Washington, D.C. 20001
Telephone Number: 202-879-4264
Email: geoffrey.mack@dccsystem.gov

G.5 **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 will be:

Darryl Lesesne
Chief Internal Auditor
DC Courts Executive Office
500 Indiana Ave, 6th floor
Washington DC, 20001
Telephone Number: 202-879-1783 /301 -379-5468
Email: Darryl.Lesesne@dcsc.gov

G.6 Authorized Representative of the Contracting Officer

G.6.1 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.6.2 **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 ALSO BE REQUIRED, AT NO ADDITIONAL COST TO THE COURTS, TO TAKE ALL CORRECTIVE ACTION NECESSITATED BY REASON OF THE UNAUTHORIZED CHANGES.**

H. Prompt Payment Act

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

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.

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

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

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

H.4 **Security Requirements**

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

H.5 **Publicity**

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

H.6 **Wage Rates**

The Contractor is bound by the attached Wage Determination No.2015-4281, Revision No. 24, dated 6/27/22, issued by the U.S. Department of Labor, in accordance with the Service Contract Act of 1965, as amended (41 U.S.C. 351, incorporated herein as J.10. The Contractor shall be bound by the prevailing wage rates for the term of the contract. If the Courts exercise any option year, the Contractor shall be bound by the wage determinations in effect at that time.

H.7 **Unenforceability of Unauthorized Obligations**

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause:

- (i) Requiring the Court to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability; or
- (ii) Providing for renewal of the contract in a subsequent fiscal year without requiring affirmative action from the contracting officer (unless pursuant to the Court’s multiyear contracting authority), that would create an Anti-Deficiency Act violation (31 U.S.C. § 1341), the following shall govern:
 - (1) Any such clause is unenforceable against the Court.
 - (2) Neither the Court nor any Court authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Court or any Court authorized end user to such clause.
 - (3) Any such clause is deemed to be stricken from the EULA, TOS, or

similar legal instrument or agreement. (revised March 31,2017)

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

H.8 Disclosure of Information

- H.8.1 Any information made available by the District of Columbia Courts shall be used only for the purposes of carrying out the provisions of this contract, and shall not be divulged nor made known in any manner to any person except as may be necessary in the performance of the contract.
- H.8.2 In performance of this Contract, the Contractor agrees to assume responsibility for protection of the confidentiality of Courts records and that all work shall be performed under the supervision of the Contractor or the Contractor's responsible employees.
- H.8.3 Each office or employee of the Contractor to whom information may be available or disclosed shall be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions.
- H.8.4 No information regarding the Contractor's performance of the contract shall be disclosed by the Contractor to anyone other than the District of Columbia Courts officials unless written approval is obtained in advance from the Contracting Officer.

H.9 Security Requirements

- H.9.1 The requirement for Contractor personnel to obtain a security clearance as designated by the Contracting Officer may arise per District of Columbia Courts security policies and procedures. The District of Columbia Courts will notify the Contractor of all such requirements as soon as practicable.

H.10 Courts' Responsibilities

- H.10.1 The Courts' staff will work with the selected Contractor to address any questions and concerns.
- H.10.2 The Courts' staff will provide the necessary level of access to the Courts systems.

H.11 Contractor Project Staff

H.11.1 The Contractor shall not change key Contractor staff (for this solicitation's project team) unless such replacement is necessary due to sickness, death, termination of employment, or unpaid leave of absence. Any such changes shall require formal written notice to the Courts. Replacement project staff shall have comparable or greater skills with regard to performance of the project as the staff being replaced and be subject to the provisions of this RFP and any resulting contract.

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

The Courts may conduct reference checks—and will conduct background checks (See H.9)—on the Contractor's project staff. The Courts reserves the right to reject the Contractor's staff as a result of such reference and background checks.

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

PART II

SECTION I - CONTRACT CLAUSES

I.1 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
616 H Street, N.W., Suite 622
Washington, D.C. 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 Insurance.

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

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

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

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or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

1. Commercial General Liability Insurance (“CGL”) - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. (“ISO”) form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.
2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor’s commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers’ Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers’ Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer’s Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of employer’s liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy

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disease limit.

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

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
5. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the District of Columbia Courts and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.
6. Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called “silent” coverage under a commercial general liability or professional liability policy will not be acceptable.
7. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor’s

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umbrella or excess liability policy or (ii) \$10,000,000 per occurrence and \$10,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District of Columbia Courts and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

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

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

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

E. CONTRACTOR’S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia Courts.

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

G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

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- H. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of Insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

Katrina J. Cypress, Contract Specialist
Procurement and Contracts Branch
Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 612
Washington, DC 20001
katrina.cypress@dccsystem.gov

The Contracting Officer may request and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

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

CARRIER RATINGS. All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the District of Columbia.

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 Tax Certification Affidavit**
- J.3 District of Columbia Courts Release of Claims**
- J.4 Past Performance Evaluation Form**
- J.5 Price Schedule Sheets**

PART IV

REPRESENTATIONS

**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

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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

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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

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS

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, on addendum and/or both.

2. 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.

3. 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

4. OFFICERS NOT TO BENEFIT CERTIFICATION

Each Offeror shall check one of the following:

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

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

5. 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.

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- (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.

6. TYPE OF BUSINESS ORGANIZATION

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

7. PAYMENT IDENTIFICATION NO.

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

Please list below applicable vendor information:

Federal Tax Identification Number: _____

Or

Social Security Number: _____

Dun and Bradstreet Number: _____

Legal Name of Entity Assigned this Number: _____

Street Address and/or Mailing Address: _____

City, State, and Zip Code: _____

Type of Business: _____

Telephone Number: _____

Fax Number: _____

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

PART V

PROPOSAL INSTRUCTIONS

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 METHOD OF AWARD

L.1.1. The Courts reserves the right to accept/reject any/all proposals resulting from this solicitation. The Contracting Officer may reject all proposals or waive any minor informality or irregularity in proposals received whenever it is determined that such action is in the best interest of the Courts.

L.1.2. The Courts intends to award a single contract resulting from this solicitation to the responsive and responsible offeror whose proposal meets the requirements set forth in this solicitation and is of the best value to the Courts.

L.2 PREPARATION AND SUBMISSION OF PROPOSALS

L.2.1. **Offerors shall submit one (1) signed original electronic (PDF) copy of the Proposal Submission Package. Each proposal package shall be properly indexed and include all information requested in the RFP.** The District of Columbia Courts will not accept a facsimile copy of a proposal as an original. Unless specifically authorized in the solicitation, the District of Columbia Courts shall not accept telegraphic proposals. Offerors shall submit all pages of the Request for Proposal (RFP), all attachments, and all documents containing the offeror's proposal.

L.2.2 Proposals shall be submitted **BY EMAIL** to Katrina Cypress, Contract Specialist, at katrina.cypress@dccsystem.gov no later than 2:00 p.m. EST, on Tuesday, December 20, 2022.

The offeror's "Subject" email shall indicate:

Proposal Package for Solicitation Number: DCSC-23-FSS-14 OMB Circular A-123 Services

The attached proposals shall be labeled as follow:

Volume I - Technical Proposal

Volume II - Cost/Price Proposal and Contractual documents

Please use the below format on your Cover Page of Volumes I and II for identification purposes of submission:

Name and Address of the Offeror
Solicitation Number: DCSC-23-FSS-14
Caption: OMB Circular A-123 Services
Solicitation Closing Date: 12/20/2022
Solicitation Closing Time: 2:00PM

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

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

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

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

L.3 CONFIDENTIALITY OF SUBMITTED INFORMATION

L.3.1 Offerors who include in their proposals data that they do not want disclosed to the public or used by the District of Columbia Courts except for use in the procurement process shall mark the title page of the proposal document with the following legend:

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

L.3.2. The specific information within the *proposal* which the offeror is making subject to this restriction announced on the title page must be noted on the individual pages which contain it. The offeror shall mark each page containing confidential information or data it wishes to restrict with the following text:

"Use or disclosure of data contained on this page is subject to the

restriction on the title page of this proposal".

L.3.3. Note that the District of Columbia Courts shall have the right to duplicate, use, or disclose the data to the extent consistent with the Court's internal needs in the procurement process. The Courts may, without permission of the offeror, use, without restriction, information contained in this *proposal* package if it is obtained from another source.

L.4 OFFER PRICE

L.4.1. The proposal price must be submitted using the format provided in this solicitation. The offeror's price bid shall become a part of the awarded contract. The offeror's price bid shall include all costs for the required items/services and delivery.

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

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

- a. The proposal or modification was sent by registered or certified mail no later than the fifth (5th) calendar day before the date specified for receipt of proposals;
- b. The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the Courts after receipt; or
- c. The proposal is the only proposal received.

L.5.2. The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown in

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the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.

L.5.3. A late proposal, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

L.5.4. A late modification of a successful proposal which makes its terms more favorable to the Courts shall be considered at any time it is received and may be accepted.

L.5.5. A late proposal, late modification or late withdrawal of proposal that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful proposals resulting from this solicitation.

L.6 QUESTIONS

L.6.1. Questions concerning this Request for Proposal must be directed in writing, **via email**, no later than no later than Friday, December 2, 2022 at 2:00 PM (EST) to:

Katrina J. Cypress, Contract Specialist
Procurement and Contracts Branch
Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 612
Washington, DC 20001
Email: katrina.cypress@dccsystem.gov

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

L.7 EXPLANATION TO PROSPECTIVE OFFERORS

L.7.1. **Any prospective offeror desiring an explanation or interpretation of this solicitation must request it in writing by the date/time provided above in Section L.6.**

Requests should be directed to the procurement contact person at the email address listed in Section L.6. Any substantive information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment to the solicitation, if that information is necessary in submitting

proposals or if the lack of, it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.8 CANCELLATION OF AWARD

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

L.9 OFFICIAL PROPOSAL

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

L.10 CERTIFICATIONS, AFFIDAVITS AND OTHER SUBMISSIONS

L.10.1. Offerors shall complete and return with their cost/price proposal: Page 1 Solicitation, Offer and Award for Supplies and Services Form; any Amendment(s) and Reqs and Certs - Section K; and Attachments J.2 - Tax Certification Affidavit and J.3 – District of Columbia Courts Release of Claims.

All these documents shall be submitted under Volume II – Cost/Price Proposal and Contractual Documents, Tab B.

L.11 RETENTION OF PROPOSALS

L.11.1. All proposal documents shall be the property of the District of Columbia Courts and retained by the Courts, and therefore will not be returned to the offerors. One (1) copy of each proposal shall be retained for official files and will become a public record after the award and open to public inspection. It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the Courts except as to the disclosure restrictions contained in Section L.3.

L.12 PUBLIC DISCLOSURE UNDER FOIA

L.12.1. Trade secrets or proprietary information submitted by a offeror in connection with procurement shall not be subject to public disclosure under the District of Columbia Freedom of Information Act (FOIA). This Act is not applicable to the Court. However, the offeror must invoke the protection of this section prior to or upon submission of the data or other materials; must identify the specific area or scope of data

or other materials to be protected; and state the reasons why protection is necessary. A blanket proscription that the offeror's entire proposal is proprietary will have no effect whatsoever.

L.13 EXAMINATION OF SOLICITATION

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

L.14 ACKNOWLEDGMENT OF AMENDMENTS

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

L.15 RIGHT TO REJECT PROPOSALS

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

L.16 PROPOSAL PREPARATION COSTS

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

L.17 PRIME CONTRACTOR'S RESPONSIBILITIES

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

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

L.18 CONTRACT TYPE

L.18.1. This solicitation will result in a **firm-fixed** contract.

L.19 FAILURE TO RESPOND TO SOLICITATION

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

L.20 SIGNING PROPOSALS AND CERTIFICATIONS

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

L.21 ERRORS IN PROPOSALS

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

L.22 ACCEPTANCE PERIOD

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

L.23 PROPOSAL INFORMATION AND FORMAT

L.23.1 At a minimum, each proposal submitted in response to this RFP shall include

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

L.23.2 Proposals shall be prepared simply and economically, providing a straightforward, concise delineation of offeror’s capabilities to satisfy the requirements of this RFP. Fancy bindings and colored displays or promotional material are not desired or preferred, but pages must be numbered.

The proposal shall be prepared in two volumes: Volume I – Technical Proposal and Volume II – Cost/Price Proposal and Contractual Documents.

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

(PLEASE NOTE: Cost/Pricing SHOULD NOT BE INCLUDED ANYWHERE within the technical proposal)

TAB	Section
A	Knowledge, experience, working ability, and understanding of OMB Circular No. A-123, Management’s Responsibility for Internal Control, Appendix A (See section M.2)
B	Offeror’s ability to evaluate internal control structure (See section M.2)
C	Qualifications of the proposed staff (See section M.2)
D	Past Performance (See section M.2) /Use Attachment J.4 to submit this information

L.23.2.2 Volume II – Cost/Price Proposal and Contractual Documents shall comprise the following tabs and information:

TAB A	Cost/Price Information – Submit pricing using the format provided in section B.3 Contract Price (Also Refer to: Attachment J.5-Price Schedule Sheets)
TAB B	Contractual Documents – all other required information as specified in Clause L.10

L.23.3 PRICE PROPOSAL

A separated cost/price proposal must be submitted using the format provided in Section B (Attachment J.5) of this RFP. The price furnished by the offeror shall be detailed/itemized for the services set forth in Section C. The offeror's cost/price proposal shall become a part of the awarded contract. The offeror's cost/price proposal shall include all costs for the required services. This pricing information will also be used for evaluation purposes, without rating/scoring.

Offeror(s) submitting proposals in reference to this solicitation shall include a copy of its current GSA Federal Supply schedule price list identifying the proposed candidate(s) hourly rate.

At a minimum the cost/price proposal shall:

1. Identify the number of hours, hourly rates and extended price; and
2. Identify the total price and include a summary of all items/SINS proposed
3. Identify any discounts from your GSA Schedule Price

Note: This is a request for proposals from GSA Federal Supply Schedule Contractors under the GSA Schedule 520 Financial and Business Solutions (FABS). All firms submitting proposals in reference to this request shall include a copy of their current GSA Federal Supply Contract(s).

L.24 ORAL PRESENTATIONS

Although the Court may award this contract without discussions, at its discretion, the Court may choose to invite Offerors determined to be in the competitive range to give a demonstration of their product/services. Should the Court choose to entertain demonstrations, the offerors determined to be within 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

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demonstration of their product/services. The Court shall reserve up to a half hour for questions and answers after each demonstration.

PART VI

SECTION M - EVALUATION FACTORS

M.1 Evaluation for Award

The Courts intend to make an award to the responsive and responsible firm whose proposal represents the best value to the Courts. The evaluations factors are listed below in Section M.2. 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/price and technical standpoint.

M.2 Evaluation Criteria

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

EVALUATION CRITERIA	MAXIMUM POINTS
<p>TAB A: Knowledge, experience, working ability, and understanding of OMB Circular No. A-123, Management’s Responsibility for Internal Control, Appendix A</p> <p>The Offeror shall provide evidence which clearly shows knowledge, experience, working ability and understanding of OMB Circular No. A-123 - Management’s Responsibility for Internal Control, Appendix A. Offeror shall list prior experience and past performance in performing OMB Revised Circular A-123 assessments.</p>	35
<p>TAB B: Offeror’s ability to evaluate internal control structure</p> <p>The Offeror shall provide evidence of ability to evaluate an organization’s internal control structure to achieve effective and efficiency of operations, reliability of financial reporting and compliance with laws and applicable regulations. The Offeror shall provide a comprehensive plan to accomplish the work described herein.</p>	20

<p>TAB C: Qualifications of the proposed staff</p> <p>The Offeror shall submit, at minimum, the following information for each proposed staff member utilizing under this contract:</p> <ol style="list-style-type: none"> 1. Background; 2. Years of experience; 3. Degrees, Certifications, etc.; and 4. Previous work performed. 	35
<p>TAB D: Past Performance</p> <p>The Offeror shall provide a list of past performance to include, at minimum, the following:</p> <p>Three (3) letters of reference to include information about previously performed District or federal or private entity contracts providing the same or similar services. (See Attachment J.4). For each reference, the Offeror shall submit the following information:</p> <ol style="list-style-type: none"> 1. Name of Contracting Organization, Contracting Officer and Contract Number 2. Contract Type 3. Total Contract Value 4. Description of Requirements <p>Offeror: no partial awards will be made.</p>	10
<p>TOTAL</p>	100

M.3 Price Proposal Evaluation

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

M.3.2 Realism. The Courts will evaluate the realism of the proposed price by assessing

the compatibility of proposed price with proposal scope and effect. In the evaluation the Courts will consider the following:

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

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

- a. Is the proposed price(s) (for Section B – Supplies or Services and Price/Cost) comparable to the independent Courts cost estimate?
- b. Is the proposed labor/skill mix comparable to the projected Courts skill mix and/or sufficient to meet the Section C requirements based upon the offeror's technical and management approach?
- c. Are the proposed price(s) for hardware and software comparable to competitor's prices under this solicitation?
- d. Are the proposed price(s) for installing hardware and software comparable to competitor's prices under this solicitation?
- e. Are the proposed price(s) for warranty and customer support comparable to competitor's prices under this solicitation?

M.3.4 Completeness. In evaluating completeness, the Courts will determine if the offeror's

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

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

M.4 Prospective Contractor's Responsibility

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

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

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

M.4.1.3 A satisfactory record of performance;

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

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

M.3.1.6 The necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and

M.4.1.7 Other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

M.4.2 The Courts reserves the right to request from 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

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