

**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: July 18, 2022

OPENING DATE: _____
OPENING TIME: _____

CLOSING DATE: August 16, 2022
CLOSING TIME: 2:00 P.M.

SOLICITATION NUMBER: DCSC-22-RFP-097

OFFER/BID FOR: Professional Coaching Services for Mid-Level Managers **MARKET TYPE:** (OPEN)

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

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

OFFEROR Name: Street: City, State: Zip Code: Area Code & Telephone Number:	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 _____

All written communications regarding this solicitation should be addressed to the Contracting Officer at the mailing address listed on page 1. All communications should be directed BY EMAIL to Edwilyn Gaines, Contract Specialist at edwilyn.gaines@dccsystem.gov

This solicitation is an OPEN MARKET procurement.

Questions and Explanation to Prospective Offerors:

The prospective Offerors shall submit questions No Later Than 2:00 p.m. EST on Friday, July 29, 2022. Written questions and inquiries should be submitted by email to Edwilyn Gaines, Contract Specialist at Edwilyn.gaines@dccsystem.gov. The Courts will not consider any questions received after 2:00 p.m. EST on Friday, July 29, 2022.

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

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

Offerors may ONLY submit Proposals either by hand delivery/courier services.

Proposals shall be submitted by hand delivery/courier no later than 2:00 p.m. EST, on August 16, 2022.

District of Columbia Courts
Administrative Services Division
Procurement and Contracts Branch
Attn: Edwilyn Gaines, Contract Specialist
701 7th Street, N.W., Suite 615
Washington, D.C. 20001

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 or on addendum 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.

- (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.

4. 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.

5. PAYMENT IDENTIFICATION NO.

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

Please list below applicable vendor information:

Federal Tax Identification Number: _____

Or

Social Security Number: _____

Unique Entity Identifier (UEI) 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 I

SECTION B - SUPPLIES OR SERVICES AND PRICE/COST**B.1 BACKGROUND**

The District of Columbia Courts (the Courts) consists of the Court of Appeals, the Superior Court, and the Court System which comprises ten (10) support divisions to create the Judicial Branch of the District of Columbia and are separate and distinct from the Executive and Legislative Branches. The organization and operation of the District of Columbia Courts is a completely unified court system. The Courts is comprised of approximately 1,200 workers including over 100 judicial officers, more than 50 executives and senior managers, 150 middle managers and 900 clerks and other service providers. The mission of the Courts is to protect rights and liberties, uphold and interpret the law, and resolve disputes peacefully, fairly and effectively in the District of Columbia.

B.1.1 The DC Courts, beginning in 2008, embarked upon a leadership, organizational development and culture change initiative titled “*Building a Great Place to Work*” In the past several years, many training events, activities, surveys and special projects have occurred under the umbrella of this initiative. Generally, training and coaching were reserved for executive and senior leadership. However, with over 150 middle managers, in 2017, the D.C. Courts implemented the “*Professional Coaching Services for Mid-Level Managers*” Program to enhance the Courts commitment to the continued development of middle managers to align with the Courts strategic goal for a professional and engaged workforce. The District of Columbia Courts continues to move forward with diligence in its effort to make the Courts a great place to work. The *Professional Coaching Services for Mid-Level Managers* Program includes Branch Chiefs and Supervisors at the DC Courts.

B.2 SYNOPSIS OF PROCUREMENT

The Courts are seeking a qualified Contractor to provide professional coaching services on an as-needed basis to the Courts’ mid-level managers in areas such as leadership, teambuilding, supervision, performance management, targeted competency development, career development and job transitioning.

B.2.1 The Offeror shall provide in its Volume II – Price Proposal prices based on the schedule of services specified below and in accordance with Section C, Descriptions/Specifications/Work Statement of this Request for Proposal (RFP).

B.2.2 The Courts intend to award Indefinite Delivery Indefinite Quantity (IDIQ) requirements contract with payments based on firm-fixed unit prices. Services will be on an as needed basis.

B.2.3 The Courts intend to award a contract as a result of this solicitation to the responsible offeror whose offer is most advantageous and represent the best value to the Courts.

B.3 CONTRACT PRICE:

B.3.1 The Offeror shall provide the services required as per Section C of the RFP based upon actual hours performed by pre-established labor categories and at pre-established firm-fixed hourly/unit rates provided by the Contractor in their proposal submission. Payments will be made at pre-established firm-fixed hourly/unit rates for actual services performed in accordance with Section G of this Solicitation.

B.3.2 The Offeror shall provide cost including, but not limited to tools, materials, assessment fees, and individual prices labor/unit rates for each labor category proposed under each contract line item. All indirect costs must be allowable, allocable, and reasonable. **NOTE:** The Courts will not cover parking cost, transportation cost, or transit time.

B.3.3 Pricing Hourly Labor Rates. The Offeror shall submit its total estimated price for all Contract Line-Item Numbers (CLIN) and proposed sub-CLINs. Any additional labor categories proposed by the Offeror shall be added to the Price Schedule by the Offeror, detailed in proposal and corresponding hourly labor rate shall be included. The Offeror shall submit a breakdown of the proposed job titles for each labor category proposed, hourly labor rates, and total labor hours for all labor categories and all equipment and supplies utilized for the performance of work under this contract. The fully burdened labor applies to all direct labor hours, which includes labor performed by all personnel (including subcontractor) actually engaged in the direct performance of work required under this contract.

B.3.3.1 The Offeror may provide and are expected to propose additional CLINs and sub-CLINs as needed to provide additional detail. Please provide fees for assessments as a part of the pricing breakdown within the price schedule.

B.3.3.2 The following tables (B.4 -B.8.) are examples of the format and line items that the Offeror shall use for its price proposal:

B.4 BASE YEAR CONTRACT PRICE

Line Item No. (CLIN and sub-CLIN)	CLIN Item/Services Description	Labor Category (if applicable)	Minimum Qty	Unit	Unit Price	Total
0001	Individual (one-on-one) coaching (as per SOW in Section C) *Please specify Labor Categories and Hourly Rates for all					

	<p>Proposed Labor Categories during Base Year Period</p> <p>*Minimum or ten (10) Mid-Level Managers annually to receive a minimum of 6 one-hour sessions plus an introductory session.</p>					
0001.1	Coach		70	Hours		\$ _____
0001.2	Assessment Fee					\$ _____
0002	<p>A “Coaching Life” Series coaching (as per SOW in Section C) *Please specify Labor Categories and Hourly Rates for all Proposed Labor Categories during Base Year Period</p> <p>*Minimum or five (5) Mid-Level Managers annually to receive a minimum of 3 one-hour sessions plus an introductory session.</p>					
0002.1	Coach		20	Hours		\$ _____
0002.2	Assessment Fee					\$ _____
0003	<p>Performance Management (as per SOW in Section C) *Please specify Labor Categories and Hourly Rates for all Proposed Labor Categories during Base Year Period</p>					
0003.1	Project Manager		40	Hours		\$ _____
0003.2	Materials and Tools					\$ _____
0004	<p>Administrative and Reporting (as per SOW in Section C) *Please specify Labor Categories and Hourly Rates for all Proposed Labor Categories during Base Year Period</p>					
0004.1	Project Manager		30	Hours		\$ _____

0004.2	Materials and Tools					\$ _____
Minimum Total Price for Base Year:						\$ _____

B.5 OPTION YEAR ONE

Line Item No. (CLIN and sub-CLIN)	CLIN Item/Services Description	Labor Category (if applicable)	Minimum Qty	Unit	Unit Price	Total
1001	<p>Individual (one-on-one) coaching (as per SOW in Section C) *Please specify Labor Categories and Hourly Rates for all Proposed Labor Categories during <u>OPTION YEAR ONE</u></p> <p>*Minimum or ten (10) Mid-Level Managers annually to receive a minimum of 6 one-hour sessions plus an introductory session.</p>					
1001.1	Coach		70	Hours		\$ _____
1001.2	Assessment Fee					\$ _____
1002	<p>A “Coaching Life” Series coaching (as per SOW in Section C) *Please specify Labor Categories and Hourly Rates for all Proposed Labor Categories during <u>OPTION YEAR ONE</u></p> <p>*Minimum or five (5) Mid-Level Managers annually</p>					

	to receive a minimum of 3 one-hour sessions plus an introductory session.					
1002.1	Coach		20	Hours		\$ _____
1002.2	Assessment Fee					\$ _____
1003	Performance Management (as per SOW in Section C) *Please specify Labor Categories and Hourly Rates for all Proposed Labor Categories during <u>OPTION YEAR ONE</u>					
1003.1	Project Manager		40	Hours		\$ _____
1003.2	Materials and Tools					\$ _____
1004	Administrative and Reporting (as per SOW in Section C) *Please specify Labor Categories and Hourly Rates for all Proposed Labor Categories during <u>OPTION YEAR ONE</u>					
1004.1	Project Manager		30	Hours		\$ _____
1004.2	Materials and Tools					\$ _____
Minimum Total Price for Option Year 1:						\$ _____

B.6 OPTION YEAR TWO

Line Item No. (CLIN and sub-CLIN)	CLIN Item/Services Description	Labor Category (if applicable)	Minimum Qty	Unit	Unit Price	Total
2001	Individual (one-on-one) coaching (as per SOW in Section C) *Please specify Labor Categories and Hourly Rates for all Proposed Labor					

	<p>Categories during <u>OPTION YEAR TWO</u></p> <p>*Minimum or ten (10) Mid-Level Managers annually to receive a minimum of 6 one-hour sessions plus an introductory session.</p>					
2001.1	Coach		70	Hours		\$ _____
2001.2	Assessment Fee					\$ _____
2002	<p>A “Coaching Life” Series coaching (as per SOW in Section C) *Please specify Labor Categories and Hourly Rates for all Proposed Labor Categories during <u>OPTION YEAR TWO</u></p> <p>*Minimum or five (5) Mid-Level Managers annually to receive a minimum of 3 one-hour sessions plus an introductory session.</p>					
2002.1	Coach		20	Hours		\$ _____
2002.2	Assessment Fee					\$ _____
2003	<p>Performance Management (as per SOW in Section C) *Please specify Labor Categories and Hourly Rates for all Proposed Labor Categories during <u>OPTION YEAR TWO</u></p>					
2003.1	Project Manager		40	Hours		\$ _____
2003.2	Materials and Tools					\$ _____
2004	<p>Administrative and Reporting (as per SOW in Section C) *Please specify Labor Categories and Hourly Rates for all Proposed Labor</p>					

	Categories during OPTION YEAR TWO					
2004.1	Project Manager		30	Hours		\$ _____
2004.2	Materials and Tools					\$ _____
Minimum Total Price for Option Year 2:						\$ _____

B.7 OPTION YEAR THREE

Line Item No. (CLIN and sub-CLIN)	CLIN Item/Services Description	Labor Category (if applicable)	Minimum Qty	Unit	Unit Price	Total
3001	<p>Individual (one-on-one) coaching (as per SOW in Section C) *Please specify Labor Categories and Hourly Rates for all Proposed Labor Categories during <u>OPTION YEAR THREE</u></p> <p>*Minimum or ten (10) Mid-Level Managers annually to receive a minimum of 6 one-hour sessions plus an introductory session.</p>					
3001.1	Coach		70	Hours		\$ _____
3001.2	Assessment Fee					\$ _____
3002	<p>A “Coaching Life” Series coaching (as per SOW in Section C) *Please specify Labor Categories and Hourly Rates for all Proposed Labor Categories during <u>OPTION YEAR THREE</u></p> <p>*Minimum or five (5) Mid-</p>					

	Level Managers annually to receive a minimum of 3 one-hour sessions plus an introductory session.					
3002.1	Coach		20	Hours		\$ _____
3002.2	Assessment Fee					\$ _____
3003	Performance Management (as per SOW in Section C) *Please specify Labor Categories and Hourly Rates for all Proposed Labor Categories during <u>OPTION YEAR THREE</u>					
3003.1	Project Manager		40	Hours		\$ _____
3003.2	Materials and Tools					\$ _____
3004	Administrative and Reporting (as per SOW in Section C) *Please specify Labor Categories and Hourly Rates for all Proposed Labor Categories during <u>OPTION YEAR THREE</u>					
3004.1	Project Manager		30	Hours		\$ _____
3004.2	Materials and Tools					\$ _____
Minimum Total Price for Option Year 3:						\$ _____

B.8 OPTION YEAR FOUR

Line Item No. (CLIN and sub-CLIN)	CLIN Item/Services Description	Labor Category (if applicable)	Minimum Qty	Unit	Unit Price	Total
4001	Individual (one-on-one) coaching (as per SOW in Section C) *Please specify					

	<p>Labor Categories and Hourly Rates for all Proposed Labor Categories during <u>OPTION YEAR FOUR</u></p> <p>*Minimum or ten (10) Mid-Level Managers annually to receive a minimum of 6 one-hour sessions plus an introductory session.</p>					
4001.1	Coach		70	Hours		\$ _____
4001.2	Assessment Fee					\$ _____
4002	<p>A “Coaching Life” Series coaching (as per SOW in Section C) *Please specify Labor Categories and Hourly Rates for all Proposed Labor Categories during <u>OPTION YEAR FOUR</u></p> <p>*Minimum or five (5) Mid-Level Managers annually to receive a minimum of 3 one-hour sessions plus an introductory session.</p>					
4002.1	Coach		20	Hours		\$ _____
4002.2	Assessment Fee					\$ _____
4003	<p>Performance Management (as per SOW in Section C) *Please specify Labor Categories and Hourly Rates for all Proposed Labor Categories during <u>OPTION YEAR FOUR</u></p>					
4003.1	Project Manager		40	Hours		\$ _____
4003.2	Materials and Tools					\$ _____
4004	<p>Administrative and Reporting (as per SOW in Section C) *Please specify Labor Categories and</p>					

	Hourly Rates for all Proposed Labor Categories during <u>OPTION YEAR FOUR</u>					
4004.1	Project Manager		30	Hours		\$ _____
4004.2	Materials and Tools					\$ _____
Minimum Total Price for Option Year 4:						\$ _____

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK

The District of Columbia Courts (the Courts) are seeking a qualified Contractor to provide professional coaching services on an as-needed basis to the Courts’ mid-level managers in areas such as leadership, teambuilding, supervision, performance management, targeted competency development, career development and job transitioning.

The Contractor shall manage a professional, experienced, and diverse pool of coaches to provide coaching services as described through this Solicitation. The Contractor and all external coach practitioners shall have at least 5 years of experience in providing professional coaching services to large public-sector organizations such as Federal Agencies or Court Systems. All coaches must hold a professional certification from the International Coaching Federation. Documentation of this experience and credential shall be provided within the Offeror’s technical proposal.

A consistent overall coaching philosophy shall be described in the Offeror’s technical proposal along with descriptions of any assessments that are likely to be used.

Generally, coaching sessions will be held on the Courts’ campus in the downtown Washington, D.C. area during normal business hours. However, the Center for Education and Training of the DC Courts has **transitioned** from an in-person to a complete virtual platform during the world-wide pandemic. Until the DC Courts returns to an on-site, in-person training status, virtual coaching sessions for the “**Professional Coaching Services for Mid-Level Managers**” Program will be hosted via the following video platforms including:

1. Video Teleconference
2. Skype
3. Zoom
4. WebEx and
5. Conference Calls

C.2 SPECIFICATIONS AND REQUIREMENTS

Offerors must submit all specifications and requirements of this Section C. in their Volume I-Technical Proposal to include, but not limited to the segments (i.e., CLINs and sub CLINs) described below and outlined in Section B. Pricing must include at a minimum, all work in all segments as described below:

C.2.1 Individual (one-on-one) coaching services for mid-level managers series: On an as-needed case by case basis, the contractor shall provide individual coaching services to the Courts’ mid-level managers. In general, the Courts view a coaching series as an Introductory (goal setting) one-hour session plus between 6-9 one-hour, virtual sessions/meetings over the course of a year. The process will include,

but not limited to: The Contractor to provide two (2) or three (3) qualified coaches to interview with the mid-level manager who will select one to be their coach; the coach will contact the mid-level manager to determine their individual's needs, discuss the coaching process, and answer questions; the coach shall execute a coaching agreement including goals with the manager; and the coach shall provide a written assessment of progress at the end of the coaching series.

C.2.2 "Coaching Lite" series: On an as-needed case-by-case basis, the Contractor shall provide a series of only three (3) one-hour sessions, plus an introductory session to establish goal setting, which may be appropriate under certain circumstances in lieu of Individual Coaching Series as identified above. The Coaching Lite Series will consist of the same process as the Individual Coaching Series.

C.2.3 Performance Management: The Contractor shall provide virtual sessions/meetings and written guidelines to roll-out and market this new program and coaching services. This shall include a brief presentation at a Quarterly Business Meeting of all Court Managers. The Contractor may include other sub-line items under this segment as deemed applicable in which the Contracting Officer shall review, accept or decline for inclusion into the contract. The Contractor will work with the Center for Education and Training Division to develop an efficient process for starting, managing and completing a coaching series for individual employees. The Contractor will also provide oversight of the coaches, ensuring consistent, quality and timely service.

C.2.4 Administration and Reporting: The Contractor shall provide detailed billing statements with an invoice monthly. Billing statements shall include a detailed breakdown of consultants, rates, and actual hours worked for each discrete project area, to include tools, materials, assessments and other items deemed acceptable by the Courts. The Project Manager will meet on a regular basis (monthly or quarterly as needed) with the designated COTR to provide written and verbal updates on each aspect of the contract. The offeror shall identify all direct and indirect administrative and management activities and costs. All indirect costs must be allowable, allocable, and reasonable.

C.3 The Center for Education and Training (CET) will serve as the Courts' liaison and COTR for this contract. CET staff will contact the Contractor when a coach is needed and coordinate between the manager and the coaches. CET will provide introductions, clarify expectations and monitor progress to the conclusion of each coaching series. CET will maintain a file of completed coaching agreements and final assessments. CET will review and approve all invoices for payment.

PART 1

SECTION D - PACKAGING AND MARKING

This section is not applicable to this solicitation.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 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.2 Acceptance of Services

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

SECTION F - DELIVERIES AND PERFORMANCE

F.1 **Term of Contract**

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

F.2 **Option Period:**

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

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

The Courts may extend the term of this contract for four (4) one (1) year period, 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 Contract Administrator the deliverables specified below within the designated time frames as specified within this Solicitation or time frames as established between the COTR and the Contractor per each CLIN.

SECTION G -CONTRACT ADMINISTRATION DATA

G.1 Payment/Invoices.

- A. The Contractor shall be compensated in the following manner: The Contractor will be reimbursed on a monthly basis for time and expense incurred and documented in the monthly billing statement, following approval by the COTR.
- B. 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>.
- C. 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.
- D. 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.
- E. 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.

F. **Final Invoice**

The Contractor shall submit final electronic invoice (s) within thirty (30) days after the expiration of this contract. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement. The Contractor must contact the COTR in order to obtain a D.C. Courts Release of Claims form. Upon receipt of the form, the Contractor must complete and submitted the District of Columbia Release of Claims (Attachment J.7) form as well as provide a copy of the final electronic invoice to the COTR.

G. **Tax Exempt**

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

G.1 **Prompt Payment Act**

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

G.2 In addition, the Contractor shall complete **Attachment J.7 - 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
Facsimile Number: (202) 879-2835

- G.5.2 **Contracting Officer’s Technical Representative (COTR):** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor’s performance or non-performance of the contract requirements. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract. The COTR shall be:

Crystal L. Banks
Division Director
Center for Education and Training
500 Indiana Ave. NW,
Washington, D.C. 20001
Telephone Number: 202.879-0481
Crystal.Banks@dccsystem.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 BE ALSO BE REQUIRED, AT NO ADDITIONAL COST TO THE COURTS, TO TAKE ALL CORRECTIVE ACTION NECESSITATED BY REASON OF THE UNAUTHORIZED CHANGES.**

SECTION H - SPECIAL CONTRACTS REQUIREMENTS

H.1 Other Contractors.

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

H.2 Disclosure of Information.

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

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

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

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

H.3 Rights in Data.

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

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

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

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

H.4 **Security Requirements**

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

H.5 **Publicity**

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

H.6 **RESERVED**

H.7 **Unenforceability of Unauthorized Obligations**

H.7.1 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:

H.7.2 Any such clause is unenforceable against the Court.

H.7.3 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.

H.7.4 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.

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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.

The Contractor is required to be registered, active, and in good standing withing the System for Award Management (SAM)

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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.

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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.**

I.11.1 Prior to execution of the contract, the Contractor shall obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the insurance specified below with an insurance company licensed or qualified to do business with the District of Columbia Courts. **All insurance shall set forth the District of Columbia Courts as an additional insured. The policies of insurance shall provide for at least thirty (30) day written notice to the District of Columbia Courts prior to their termination or material alteration. The Contractor must submit to the Contracting Officer a certificate of insurance as evidence of compliance within ten (10) calendar days after request.**

I.11.2 Comprehensive General Liability: Insurance against liability for bodily injury insurance coverage in the amount of at least five hundred thousand dollars (\$500,000) per occurrence.

I.11.3 Workers' Compensation: The Contractor shall carry Workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this agreement and the Contractor agrees to comply at all times with the provisions of the Workers compensation laws of the District.

I.11.4 Comprehensive Automobile Liability Insurance (applicable to owned, non-owned and hired vehicles): The Contractor shall carry comprehensive automobile liability insurance applicable to owned, non-owned, and hired vehicles against liability for bodily injury and property damage in an amount not less than that required by law of the District's Compulsory/No-Fault Vehicle Insurance Act of 1982, as amended.

I.12 **Cancellation Ceiling.**

I.12.1 In the event of cancellation of the contract because of nonappropriation for any fiscal year after fiscal year **2022**, there shall be a cancellation ceiling of zero dollars representing reasonable preproduction and nonrecurring costs, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

PART III

LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

- J.1 General Provisions Applicable to D.C. Courts Contracts**
- J.2 Anti-Collusion Statement**
- J.3 Ethics in Public Contracting**
- J.4 Non-Discrimination**
- J.5 Certification of Eligibility**
- J.6 Tax Certification Affidavit**
- J.7 District of Columbia Courts Release of Claims**
- J.8 Past Performance Evaluation Form**

PART IV

REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 **Certification Regarding a Drug-Free Workplace.**

K.1.1 Definitions. As used in this provision:

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

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

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

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

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

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

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

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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 this provision of a conviction, take one of the following actions with respect to

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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

PART IV

REPRESENTATIONS AND INSTRUCTIONS

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 **Proposal Submission and Identification.**

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

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

Solicitation Number: DCSC-22-RFP-097

Caption: “Professional Coaching Services for Mid-Level Managers”

Proposal Due Date & Time: August 16, 2022 NO LATER THAN 2:00 P.M.

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

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

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

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

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

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

from another source.

L.1.4 Offerors may **ONLY** submit Proposals either by hand delivery/courier services.

L.1.4.1 **Offerors submitting their proposals by hand delivery/courier services must hand deliver their proposals to the following address:**

District of Columbia Courts
 Administrative Services Division
 Procurement and Contracts Branch
Attn: Edwilyn Gaines, Contract Specialist
 701 7th Street, N.W., Suite 615
 Washington, D.C. 20001

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

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

L.2.2 Proposals shall be prepared simply and economically, providing a straightforward, concise delineation of offeror’s capabilities to satisfy the requirements of this RFP. 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 - Price Proposal. See also, clause L.2.9 – Price Proposal.**

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

Tab A	Qualification and Experience of Contractor with similar contracts:
	A. Describe the offeror’s understanding of the requirements and technical and management approach.
	B. Overall coaching philosophy along with descriptions of any assessments that likely to be used.

Tab B	<p>Quality and Diversity of Professional Coaches and Credentials – Staffing & Supervision:</p> <p>A. Qualifications diversity and experience of coaches and Other Professionals.</p> <p>B. Supervision to be exercised over the coaches by firm’s management.</p>
Tab C	<p>Past Performance:</p> <p>C. List of all references and Attachment J.9. Please refer to Clause L.2.7.</p>

L.2.2.2 Volume II – Price Proposal shall comprise the following tabs:

Tab A	<p>Price Information - Price must be submitted using the format provided in Sections "B.4 through B.8" of this RFP (See also, clause L.2.9)</p>
Tab B	<p>Contractual Information – all other required information as specified on the following Clauses:</p> <ol style="list-style-type: none"> 1. L.2.4 – General Information, 2. L.2.8 – Disclosure, 3. L.10.0 - Certification, Affidavits and Other Submissions 4. Section A - Solicitation/Offer/Award Form (Signed 1st page of the Solicitation)

L.2.3 Each Offeror shall submit one (1) completed copy with original signatures and one (1) completed copy of the RFP on USB, along with four (4) separately bound copies of the Technical Proposal, and four (4) separately bound copies of the Price Proposal.

L.2.3.1 Each proposal shall be properly indexed and include all information requested in the RFP.

L.2.3.2 The Court will not accept late proposals after the closing date and time for receipt of proposals.

L.2.4 General Information.

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

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

- L.2.4.1.2 Ownership structure;
- L.2.4.1.3 Ownership by foreign corporation with an interest exceeding five (5) percent.
- L.2.4.1.4 Articles of incorporation, partnership or joint venture agreement;
- L.2.4.1.5 **Copy of any current license, permit, registration or certification to transact business in the District of Columbia, if required by law to obtain such license, permit, registration or certification;**
- L.2.4.1.6 If the offeror is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements; and
- L.2.4.1.7 Name, address, and current phone number of offeror's contact person.
- L.2.5 **Technical Approach**
- L.2.5.1 The offeror shall provide a **comprehensive plan to accomplish the work described in Section "C" - Description/Specifications/Statement of Work.** This shall include:
 - L.2.5.1.1 Overall understanding of the RFP requirements.
 - L.2.5.1.2 Documentation indicating the capabilities and experience with same or similar type of service.
 - L.2.5.1.3 A logical approach to fulfilling the requirements of the RFP.
 - L.2.5.1.4 A comprehensive list of project tasks with clear and achievable deadlines for the completion of tasks to meet project objectives.
 - L.2.5.1.5 Clearly defined project responsibilities and accountability.
 - L.2.5.1.6 Appropriate management and staffing to the project team.
- L.2.6 The offeror shall provide a copy of registration in the System for Award Management (SAM.gov).
- L.2.7 **Past Performance:**
 - L.2.7.1 The information requested in this section shall facilitate the evaluation of the Offeror's past performance in delivering the Court's requirements as described

herein. Offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance.

- L.2.7.2 The Offeror shall provide any information to substantiate the Offeror’s past performance in completing the requirements of Section C. The Offeror shall provide the following information:
- L.2.7.3 Past performance of work provided in contracts of similar and/or like services for a Court, federal government agency, or private sector businesses, inclusive of dates, contract amount, address and telephone number of contract administrator. The offeror shall submit a list of all references for which services of this nature have been provided in the past three (3) years. The list shall include the name, address, telephone number, and e-mail address of the contact person.
- L.2.7.4 In addition, the offeror shall have at least three (3) past performance references complete a Past Performance Evaluation Form (Attachment J.9). This information will be used to query previous customers regarding Offerors past performance on contracts. Offerors shall assure that customers listed in the proposal complete and sign the Performance Evaluation Form and return them with the technical proposal submission. For each reference contacted, the contact person will be requested to confirm the Period of performance, dollar amount, Timeliness of Performance, Cost Control Business Relations and Customer Satisfaction.
- L.2.7.5 Past performance information will be used for both responsibility determinations and as an evaluation factor against which Offeror’s relative ranking will be compared in accordance with the evaluation criteria set forth in Section M. The Court will focus on information that demonstrates quality of performance relative to the similarity of scope, magnitude and complexity to that detailed in the RFP. In determining the rating for the past performance, the Court may give consideration to the contracts, which are relevant to the RFP.
- L.2.7.6 The Court reserves the right to contact the owners of projects known to have been completed within the last three (3) years but not supplied as references, and the information received may be used in the evaluation of past performance.
- L.2.8 **Disclosure.**
- L.2.8.1 This section of the proposal shall include the disclosure information described below:
- L.2.8.1.1 **Disclosure details of any legal action or litigation past or pending against the**

offeror;

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

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

L.2.9 **Price Proposal.**

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

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

L.3.1 **Proposals shall be submitted by hand delivery/courier no later than 2:00 p.m. EST, on August 16, 2022.**

L.3.2 **Late Proposals**

L.3.2.1 The Court will not accept late proposals or modifications to proposals after the closing date and time for receipt of proposals.

L.3.3 **Late Modifications**

L.3.3.1 A late modification of a successful proposal, which makes its terms more favorable to the Courts, shall be considered at any time it is received and may be accepted.

L.4 **Questions.**

L.4.1 Questions concerning this Request For Proposal must be directed **BY EMAIL** to:

Attn: Edwilyn Gaines, Contract Specialist
Procurement and Contracts Branch

Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 622
Washington, D.C. 20001
E-mail address: Edwilyn.gaines@dccsystem.gov
Telephone: 202-879-2881

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

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

L.5.1 **Any prospective offeror desiring an explanation or interpretation of this solicitation must request it BY EMAIL no later than July 29, 2022, by 2:00 p.m. Requests should be directed via email to Edwilyn Gaines Edwilyn.Gaines@dccsystem.gov.** Any substantive information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment to the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

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

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

L.7 **Contract Award.**

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

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

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

The Courts may award a contract upon the basis of initial offers received, without discussions. Therefore, each initial offer shall contain the offeror's best terms from a cost and technical standpoint. However, if discussions are held with offerors, all offerors within the competitive range will be notified regarding

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the holding of discussions and will be provided an opportunity to submit written Final Proposal Revisions at the designated date and time. If any modification is submitted, it must be received by the date and time specified and is subject to the "Late Submissions, Modifications, and Withdrawals of Proposals" provisions of this solicitation. After receipt of Final Proposal Revisions, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the Courts best interest to do so. If discussions are reopened, the Contracting Officer shall issue an additional request for Final Proposal Revisions to all offerors still within the competitive range.

L.8 Cancellation of Award.

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

L.9 Official Offer.

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

L.10 Certifications, Affidavits, and Other Submissions.

L.10.1 Offerors shall complete and return with their **Price proposal the following:** Page One (1) of the Solicitation signed by Person Authorized to Sign Offer, Representations and Certifications (Pages 2-5 of solicitation) Attachment J.2 - Anti-Collusion Statement, Attachment J.3 – Ethics in Public Contracting, Attachment J.4 - Non-Discrimination, J.5 - Certification of Eligibility, J.6 - Tax Certification Affidavit and - Certification of a Drug-Free Workplace (Pages 34, 36).

L.10.2 Offerors shall complete and return with their **Technical proposal** the Attachment J. 9 - Past Performance Form (Refer to Section L.2.7).

L.11 Retention of Proposals.

L.11.1 All proposal documents shall be the property of the District of Columbia Courts and retained by the Courts, and therefore will not be returned to the offerors. One (1) copy of each proposal shall be retained for official files and will become a public record after the award and open to public inspection. It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the Courts except as to the disclosure restrictions contained in Section L.1.3.

L.12 **Public Disclosure under FOIA.**

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

L.13 **Examination of Solicitation.**

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

L.14 **Acknowledgment of Amendments.**

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

L.15 **Right to Reject Proposals.**

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

L.16 **Proposal Preparation Costs.**

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

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

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

L.17.2 If the offeror's proposal includes services provided by others, the offeror will be

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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 **The Courts intend to award an Indefinite Delivery/Indefinite Quantity requirements contract based upon pre-established task order/unit rates, labor hours rates, and specific and approved categories for documented time and expenses.**

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

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

L.20 **Signing Offers and Certifications.**

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

L.21 **Errors in Offers.**

L.21.1 Offerors shall fully inform themselves as to all information and requirements contained in the solicitation. Failure to do so will be at the offeror's risk. In the

event of a discrepancy between the unit price and the extended price, the unit price shall govern.

L.22 Authorized Negotiators.

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

L.23 Acceptance Period.

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

L.23 Pre-Proposal Conference: (N/A)

L.24 Oral Presentations

L.24.1 Although the Court may award this contract without discussions, at its discretion, the Court may choose to invite Offerors determined to be in the competitive range to give a demonstration of their product. Should the Court choose to entertain demonstrations, the offerors determined to be in the competitive range shall be informed of the Court's intention. If demonstrations are requested, the invited presenters shall be asked to provide a one-hour demonstration of their product. The Court shall reserve up to a half hour for questions and answers after each demonstration.

PART V

SECTION M - EVALUATION FACTORS

M.1 Evaluation for Award.

The Courts intend to make an award to the responsible firm whose proposal represents the best value to the Courts. The evaluations factors are listed below in section M.2. The non-price factors when combined are significantly more important than Price. The Courts may award a contract upon the basis of initial offers received, without discussions. Therefore, each initial offer shall contain the offeror's best terms from a cost and technical standpoint.

M.2 Evaluation Criteria

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

Item No.	TECHNICAL EVALUATION CRITERIA	MAXIMUM POINTS
Tab A (M.2.1)	Qualification and Experience of Contractor with similar contracts: A. Describe understanding of the requirements and technical and management approach.	25
	B. Overall coaching philosophy along with description of any assessments that are likely to be used.	15
Tab B (M.2.2)	Quality and diversity of professional coaches and credentials - Staffing & Supervision: A. Qualifications, diversity and experience of coaches and Other professionals. Submit Resume.	30
	B. Supervision to be exercised over the coaches by firm's management.	10
Tab C (M.2.3)	Past Performance A. List of all References and Past Performances. Refer to section L.2.7	20
	TOTAL	100

M.3 **Price Proposal Evaluation**

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

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

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

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

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

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

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

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

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

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

- M.4.1.1 Financial resources adequate to perform the contract, or the ability to obtain them;
- M.4.1.2 Ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- M.4.1.3 A satisfactory record of performance;
- M.4.1.4 The necessary organization, experience, accounting and operational control, and technical skills, or the ability to obtain them;
- M.4.1.5 Compliance with the applicable District licensing, tax laws, and regulations;
- M.4.1.6 The necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and

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

M.4.2 The Courts reserves the right to request from a prospective contractor information necessary to determine the prospective contractor's responsibility. Information is to be submitted upon the request of the Courts within the time specified in the request. Failure of an offeror to comply with a request for information may subject the offeror's proposal to rejection on responsibility grounds. If a prospective contractor fails to supply the requested information, the Court's Contracting Officer shall make the determination of responsibility or nonresponsibility based on available information. If the available information is insufficient to make a determination of nonresponsibility, the Court's Contracting Officer shall determine the offeror to be nonresponsible.