



**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 Callie Byrd-Williams, Senior Contract Specialist at [callie.williams@dcsc.gov](mailto:callie.williams@dcsc.gov)**

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

**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:

<b>AMENDMENT NO.</b>	<b>DATE</b>	<b>AMENDMENT NO.</b>	<b>DATE</b>

**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 28 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.

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EXCLUDED END PRODUCTS	COUNTRY OR ORIGIN
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**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:  


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 (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: \_\_\_\_\_

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 I**

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

- B.1** The District of Columbia Courts (the Courts) is seeking one or more highly qualified Contractor /Instructor to provide hands-on, skilled s-oriented computer training. The training shall cover a wide variety of technical topics.
- B.2** Each Offeror must state a price below for the numbered contract line items (CLINs) for which the Offeror agrees to provide the required services if awarded a contract as a result of this solicitation. Each CLIN is a distinct element as currently envisioned and described in Section C that follows.
- B.3** The Courts will provide the meeting, training, and conference space and equipment necessary for conducting the activities listed in the spaces provided for all contracts awarded as a result of this solicitation.
- B.4 CONTRACT PRICES:**

**Each Offeror shall include in his “Cost per Class”, the cost of all labor and materials necessary to perform the scope of work as specified in the below Schedule B and Section C – Descriptions / Specifications / Work Statement.**

<b>B.4.1 Technology Training Requirements</b>						
<b>Base Year</b>						
<b>CLIN</b>	<b>Class</b>	<b>Level</b>	<b>Estimated Number of Participants</b>	<b>Number of Classes (Estimated)</b>	<b>6 Hours per Class</b>	<b>Cost per Class</b>
<b>0001</b>	MS Windows	Introduction	12	3	18	\$
<b>0002</b>	MS Word	Introduction	12	6	36	\$
<b>0003</b>	MS Word	Intermediate	12	10	60	\$
<b>0004</b>	MS Word	Advanced	12	3	18	\$
<b>0005</b>	MS Excel	Introduction	12	6	36	\$
<b>0006</b>	MS Excel	Intermediate	12	10	60	\$
<b>0007</b>	MS Excel	Advanced	12	3	18	\$
<b>0008</b>	MS Excel	VPA Programming	12	2 (2 or 3 day course)	24 or 36	\$
<b>0009</b>	MS Outlook	Introduction	12	4	24	\$
<b>0010</b>	MS Outlook	Intermediate	12	4	24	\$
<b>0011</b>	MS PowerPoint	Introduction	12	6	36	\$
<b>0012</b>	MS PowerPoint	Advanced	12	3	18	\$
<b>0013</b>	MS Publisher	Introduction	12	2	12	\$

0014	MS Publisher	Advanced	12	3	18	\$
0015	MS Visio	Introduction	12	2	12	\$
0016	MS Project	Introduction	12	3	18	\$
0017	MS Project	Advanced	12	1	6	\$
0018	Adobe Photoshop	Introduction	12	2	18	\$
0019	Adobe Illustrator	Introduction	12	2	18	\$
0020	Adobe Acrobat	Introduction	12	3	18	\$
0021	Keyboarding	Introduction	12	3	9	\$
0022	Internet Research	Introduction	12	3	9	\$
0023	PMP	Prep	12	1 (5-days)	40	\$
0024	PMP	Basic	20	2		\$
0025	PMP Refresher		20	3	18	\$
0026	Oracle APEX 1	Basic	12	10	60	\$
0027	Oracle APEX 2	Advanced	12	6	12	\$
0028	MS Office New Features	Introduction	12	As Assigned		\$
0029	MS Access 2007	Introduction	12	As Assigned		\$
0030	MS Access 2007	Intermediate	12	As Assigned		\$
0031	MS Access 2007	Advanced	12	As Assigned		\$
0032	MS Access 2007	VPA Programming	12	As Assigned		\$
0033	Social Networking	Basic	12	As Assigned		\$
0034	E-Learning Development	Introduction	12	As Assigned		\$
0035	E-Learning Development	Advanced	12	As Assigned		\$
0036	Adobe Captivate	Introduction	12	As Assigned		\$
0037	Adobe Captivate	Advanced	12	As Assigned		\$
0038	Camtasio	Introduction	12	As Assigned		\$
0039	Camtasio	Advanced	12	As Assigned		\$
0040	Video Editing	Introduction	12	As Assigned		\$
0041	Video Editing	Advanced	12	As Assigned		\$
0042	Digital Video	Basic	12	As Assigned		\$
0043	Digital Photography	Basic	12	As Assigned		\$
0044	HTML	Introduction	12	As Assigned		\$
0045	HTML	Advanced	12	As Assigned		\$
0046	CSS	Introduction	12	As Assigned		\$
0047	CSS	Advanced	12	As Assigned		\$
0048	JavaScript	Introduction	12	As Assigned		\$
0049	JavaScript	Advanced	12	As Assigned		\$
0050	Java	Introduction	12	As Assigned		\$
0051	Java	Advanced	12	As Assigned		\$
0052	PHP	Introduction	12	As Assigned		\$
0053	PHP	Advanced	12	As Assigned		\$
0054	Design & Layout	Introduction	12	As Assigned		\$
0055	Design & Layout	Advanced	12	As Assigned		\$
Totals						

## B.4.2 Technology Training Requirements

### Option Year One (1)

CLIN	Class	Level	Estimated Number of Participants	Number of Classes (Estimated)	6 Hours per Class	Cost per Class
1001	MS Windows	Introduction	12	3	18	\$
1002	MS Word	Introduction	12	6	36	\$
1003	MS Word	Intermediate	12	10	60	\$
1004	MS Word	Advanced	12	3	18	\$
1005	MS Excel	Introduction	12	6	36	\$
1006	MS Excel	Intermediate	12	10	60	\$
1007	MS Excel	Advanced	12	3	18	\$
1008	MS Excel	VPA Programming	12	2 (2 or 3 day course)	24 or 36	\$
1009	MS Outlook	Introduction	12	4	24	\$
1010	MS Outlook	Intermediate	12	4	24	\$
1011	MS PowerPoint	Introduction	12	6	36	\$
1012	MS PowerPoint	Advanced	12	3	18	\$
1013	MS Publisher	Introduction	12	2	12	\$
1014	MS Publisher	Advanced	12	3	18	\$
1015	MS Visio	Introduction	12	2	12	\$
1016	MS Project	Introduction	12	3	18	\$
1017	MS Project	Advanced	12	1	6	\$
1018	Adobe Photoshop	Introduction	12	2	18	\$
1019	Adobe Illustrator	Introduction	12	2	18	\$
1020	Adobe Acrobat	Introduction	12	3	18	\$
1021	Keyboarding	Introduction	12	3	9	\$
1022	Internet Research	Introduction	12	3	9	\$
1023	PMP	Prep	12	1 (5-days)	40	\$
1024	PMP	Basic	20	2		\$
1025	PMP Refresher		20	3	18	\$
1026	Oracle APEX 1	Basic	12	10	60	\$
1027	Oracle APEX 2	Advanced	12	6	12	\$
1028	MS Office New Features	Introduction	12	As Assigned		\$
1029	MS Access 2007	Introduction	12	As Assigned		\$
1030	MS Access 2007	Intermediate	12	As Assigned		\$
1031	MS Access 2007	Advanced	12	As Assigned		\$
1032	MS Access 2007	VPA Programming	12	As Assigned		\$
1033	Social Networking	Basic	12	As Assigned		\$
1034	E-Learning Development	Introduction	12	As Assigned		\$
1035	E-Learning Development	Advanced	12	As Assigned		\$
1036	Adobe Captivate	Introduction	12	As Assigned		\$

1037	Adobe Captivate	Advanced	12	As Assigned		\$
1038	Camtasio	Introduction	12	As Assigned		\$
1039	Camtasio	Advanced	12	As Assigned		\$
1040	Video Editing	Introduction	12	As Assigned		\$
1041	Video Editing	Advanced	12	As Assigned		\$
1042	Digital Video	Basic	12	As Assigned		\$
1043	Digital Photography	Basic	12	As Assigned		\$
1044	HTML	Introduction	12	As Assigned		\$
1045	HTML	Advanced	12	As Assigned		\$
1046	CSS	Introduction	12	As Assigned		\$
1047	CSS	Advanced	12	As Assigned		\$
1048	JavaScript	Introduction	12	As Assigned		\$
1049	JavaScript	Advanced	12	As Assigned		\$
1050	Java	Introduction	12	As Assigned		\$
1051	Java	Advanced	12	As Assigned		\$
1052	PHP	Introduction	12	As Assigned		\$
1053	PHP	Advanced	12	As Assigned		\$
1054	Design & Layout	Introduction	12	As Assigned		\$
1055	Design & Layout	Advanced	12	As Assigned		\$
<b>Totals</b>						\$

#### B.4.2 Technology Training Requirements

##### Option Year Two (2)

CLIN	Class	Level	Estimated Number of Participants	Number of Classes (Estimated)	6 Hours per Class	Cost per Class
2001	MS Windows	Introduction	12	3	18	\$
2002	MS Word	Introduction	12	6	36	\$
2003	MS Word	Intermediate	12	10	60	\$
2004	MS Word	Advanced	12	3	18	\$
2005	MS Excel	Introduction	12	6	36	\$
2006	MS Excel	Intermediate	12	10	60	\$
2007	MS Excel	Advanced	12	3	18	\$
2008	MS Excel	VPA Programming	12	2 (2 or 3 day course)	24 or 36	\$
2009	MS Outlook	Introduction	12	4	24	\$
2010	MS Outlook	Intermediate	12	4	24	\$
2011	MS PowerPoint	Introduction	12	6	36	\$
2012	MS PowerPoint	Advanced	12	3	18	\$
2013	MS Publisher	Introduction	12	2	12	\$
2014	MS Publisher	Advanced	12	3	18	\$
2015	MS Visio	Introduction	12	2	12	\$
2016	MS Project	Introduction	12	3	18	\$

2017	MS Project	Advanced	12	1	6	\$
2018	Adobe Photoshop	Introduction	12	2	18	\$
2019	Adobe Illustrator	Introduction	12	2	18	\$
2020	Adobe Acrobat	Introduction	12	3	18	\$
2021	Keyboarding	Introduction	12	3	9	\$
2022	Internet Research	Introduction	12	3	9	\$
2023	PMP	Prep	12	1 (5-days)	40	\$
2024	PMP	Basic	20	2		\$
2025	PMP Refresher		20	3	18	\$
2026	Oracle APEX 1	Basic	12	10	60	\$
2027	Oracle APEX 2	Advanced	12	6	12	\$
2028	MS Office New Features	Introduction	12	As Assigned		\$
2029	MS Access 2007	Introduction	12	As Assigned		\$
2030	MS Access 2007	Intermediate	12	As Assigned		\$
2031	MS Access 2007	Advanced	12	As Assigned		\$
2032	MS Access 2007	VPA Programming	12	As Assigned		\$
2033	Social Networking	Basic	12	As Assigned		\$
2034	E-Learning Development	Introduction	12	As Assigned		\$
2035	E-Learning Development	Advanced	12	As Assigned		\$
2036	Adobe Captivate	Introduction	12	As Assigned		\$
2037	Adobe Captivate	Advanced	12	As Assigned		\$
2038	Camtasio	Introduction	12	As Assigned		\$
2039	Camtasio	Advanced	12	As Assigned		\$
2040	Video Editing	Introduction	12	As Assigned		\$
2041	Video Editing	Advanced	12	As Assigned		\$
2042	Digital Video	Basic	12	As Assigned		\$
2043	Digital Photography	Basic	12	As Assigned		\$
2044	HTML	Introduction	12	As Assigned		\$
2045	HTML	Advanced	12	As Assigned		\$
2046	CSS	Introduction	12	As Assigned		\$
2047	CSS	Advanced	12	As Assigned		\$
2048	JavaScript	Introduction	12	As Assigned		\$
2049	JavaScript	Advanced	12	As Assigned		\$
2050	Java	Introduction	12	As Assigned		\$
2051	Java	Advanced	12	As Assigned		\$
2052	PHP	Introduction	12	As Assigned		\$
2053	PHP	Advanced	12	As Assigned		\$
2054	Design & Layout	Introduction	12	As Assigned		\$
2055	Design & Layout	Advanced	12	As Assigned		\$
<b>Totals</b>						\$

### B.4.3 Technology Training Requirements

#### Option Year Three (3)

CLIN	Class	Level	Estimated Number of Participants	Number of Classes (Estimated)	6 Hours per Class	Cost per Class
3001	MS Windows	Introduction	12	3	18	\$
3002	MS Word	Introduction	12	6	36	\$
3003	MS Word	Intermediate	12	10	60	\$
3004	MS Word	Advanced	12	3	18	\$
3005	MS Excel	Introduction	12	6	36	\$
3006	MS Excel	Intermediate	12	10	60	\$
3007	MS Excel	Advanced	12	3	18	\$
3008	MS Excel	VPA Programming	12	2 (2 or 3 day course)	24 or 36	\$
3009	MS Outlook	Introduction	12	4	24	\$
3010	MS Outlook	Intermediate	12	4	24	\$
3011	MS PowerPoint	Introduction	12	6	36	\$
3012	MS PowerPoint	Advanced	12	3	18	\$
3013	MS Publisher	Introduction	12	2	12	\$
3014	MS Publisher	Advanced	12	3	18	\$
3015	MS Visio	Introduction	12	2	12	\$
3016	MS Project	Introduction	12	3	18	\$
3017	MS Project	Advanced	12	1	6	\$
3018	Adobe Photoshop	Introduction	12	2	18	\$
3019	Adobe Illustrator	Introduction	12	2	18	\$
3020	Adobe Acrobat	Introduction	12	3	18	\$
3021	Keyboarding	Introduction	12	3	9	\$
3022	Internet Research	Introduction	12	3	9	\$
3023	PMP	Prep	12	1 (5-days)	40	\$
3024	PMP	Basic	20	2		\$
3025	PMP Refresher		20	3	18	\$
3026	Oracle APEX 1	Basic	12	10	60	\$
3027	Oracle APEX 2	Advanced	12	6	12	\$
3028	MS Office New Features	Introduction	12	As Assigned		\$
3029	MS Access 2007	Introduction	12	As Assigned		\$
3030	MS Access 2007	Intermediate	12	As Assigned		\$
3031	MS Access 2007	Advanced	12	As Assigned		\$
3032	MS Access 2007	VPA Programming	12	As Assigned		\$
3033	Social Networking	Basic	12	As Assigned		\$
3034	E-Learning Development	Introduction	12	As Assigned		\$
3035	E-Learning Development	Advanced	12	As Assigned		\$
3036	Adobe Captivate	Introduction	12	As Assigned		\$
3037	Adobe Captivate	Advanced	12	As Assigned		\$

3038	Camtasio	Introduction	12	As Assigned		\$
3039	Camtasio	Advanced	12	As Assigned		\$
3040	Video Editing	Introduction	12	As Assigned		\$
3041	Video Editing	Advanced	12	As Assigned		\$
3042	Digital Video	Basic	12	As Assigned		\$
3043	Digital Photography	Basic	12	As Assigned		\$
3044	HTML	Introduction	12	As Assigned		\$
3045	HTML	Advanced	12	As Assigned		\$
3046	CSS	Introduction	12	As Assigned		\$
3047	CSS	Advanced	12	As Assigned		\$
3048	JavaScript	Introduction	12	As Assigned		\$
3049	JavaScript	Advanced	12	As Assigned		\$
3050	Java	Introduction	12	As Assigned		\$
3051	Java	Advanced	12	As Assigned		\$
3052	PHP	Introduction	12	As Assigned		\$
3053	PHP	Advanced	12	As Assigned		\$
3054	Design & Layout	Introduction	12	As Assigned		\$
3055	Design & Layout	Advanced	12	As Assigned		\$
<b>Totals</b>						\$

<b>B.4.4 Technology Training Requirements</b>						
<b>Option Year Four (4)</b>						
<b>CLIN</b>	<b>Class</b>	<b>Level</b>	<b>Estimated Number of Participants</b>	<b>Number of Classes (Estimated)</b>	<b>6 Hours per Class</b>	<b>Cost per Class</b>
4001	MS Windows	Introduction	12	3	18	\$
4002	MS Word	Introduction	12	6	36	\$
4003	MS Word	Intermediate	12	10	60	\$
4004	MS Word	Advanced	12	3	18	\$
4005	MS Excel	Introduction	12	6	36	\$
4006	MS Excel	Intermediate	12	10	60	\$
4007	MS Excel	Advanced	12	3	18	\$
4008	MS Excel	VPA Programming	12	2 (2 or 3 day course)	24 or 36	\$
4009	MS Outlook	Introduction	12	4	24	\$
4010	MS Outlook	Intermediate	12	4	24	\$
4011	MS PowerPoint	Introduction	12	6	36	\$
4012	MS PowerPoint	Advanced	12	3	18	\$
4013	MS Publisher	Introduction	12	2	12	\$
4014	MS Publisher	Advanced	12	3	18	\$
4015	MS Visio	Introduction	12	2	12	\$
4016	MS Project	Introduction	12	3	18	\$
4017	MS Project	Advanced	12	1	6	\$

4018	Adobe Photoshop	Introduction	12	2	18	\$
4019	Adobe Illustrator	Introduction	12	2	18	\$
4020	Adobe Acrobat	Introduction	12	3	18	\$
4021	Keyboarding	Introduction	12	3	9	\$
4022	Internet Research	Introduction	12	3	9	\$
4023	PMP	Prep	12	1 (5-days)	40	\$
4024	PMP	Basic	20	2		\$
4025	PMP Refresher		20	3	18	\$
4026	Oracle APEX 1	Basic	12	10	60	\$
4027	Oracle APEX 2	Advanced	12	6	12	\$
4028	MS Office New Features	Introduction	12	As Assigned		\$
4029	MS Access 2007	Introduction	12	As Assigned		\$
4030	MS Access 2007	Intermediate	12	As Assigned		\$
4031	MS Access 2007	Advanced	12	As Assigned		\$
4032	MS Access 2007	VPA Programming	12	As Assigned		\$
4033	Social Networking	Basic	12	As Assigned		\$
4034	E-Learning Development	Introduction	12	As Assigned		\$
4035	E-Learning Development	Advanced	12	As Assigned		\$
4036	Adobe Captivate	Introduction	12	As Assigned		\$
4037	Adobe Captivate	Advanced	12	As Assigned		\$
4038	Camtasio	Introduction	12	As Assigned		\$
4039	Camtasio	Advanced	12	As Assigned		\$
4040	Video Editing	Introduction	12	As Assigned		\$
4041	Video Editing	Advanced	12	As Assigned		\$
4042	Digital Video	Basic	12	As Assigned		\$
4043	Digital Photography	Basic	12	As Assigned		\$
4044	HTML	Introduction	12	As Assigned		\$
4045	HTML	Advanced	12	As Assigned		\$
4046	CSS	Introduction	12	As Assigned		\$
4047	CSS	Advanced	12	As Assigned		\$
0048	JavaScript	Introduction	12	As Assigned		\$
0049	JavaScript	Advanced	12	As Assigned		\$
0050	Java	Introduction	12	As Assigned		\$
0051	Java	Advanced	12	As Assigned		\$
0052	PHP	Introduction	12	As Assigned		\$
0053	PHP	Advanced	12	As Assigned		\$
0054	Design & Layout	Introduction	12	As Assigned		\$
0055	Design & Layout	Advanced	12	As Assigned		\$
Totals						\$

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

### **C.1 BACKGROUND**

The DC Courts, Center for Education and Training (CET) has a need for instructor-led, hands-on skill-oriented, computer training. Training shall consist of a wide variety of topics including MS Windows 7, MS Word 2007, MS Outlook 2007, MS PowerPoint 2007, MS Publisher 2007, MS Visio, MS Project 2007, Adobe Photoshop CS5.5, MS Access, Social Networking, On-Line Tutorials, Web based programming, Design & Layout, and Keyboarding. The teaching level of instruction will range from three (3) levels: introduction, intermediate, and advanced.

### **C.2 CET RESPONSIBILITIES**

When developing price proposals, the Contractor/Instructor(s) shall take into consideration the following:

The Center for Education and Training (CET) of the District of Columbia Courts will provide a suitable training facility for each course on all training dates. The CET will provide all hardware (CPUs, monitors, keyboards, mouse devices, printers, and software) necessary to deliver the training. In addition, CET will provide audiovisual equipment required by the individual instructors which may include: overhead projectors, a screen, flipchart, VCR monitor, laptop computer and LCD Monitor. Contractor/Instructor(s) shall provide, to the COTR, a list of necessary audiovisual equipment and confirm with CET equipment is available for each course, not later than one (1) week in advance of the scheduled course.

### **C.3 CONTRACTOR/INSTRUCTOR RESPONSIBILITIES AND TRAINING**

The Contractor/Instructor shall be responsible for all training materials necessary to teach each awarded class. The Contractor/Instructor shall develop all course materials specifically to meet the needs of the District of Columbia Courts employees. All course materials shall be reviewed and approved by the COTR prior to the class. Upon successful completion of each course, participants shall receive a certificate of completion for the course and workshop materials provided during the course.

Training will be held at the District of Columbia Courts training facilities:

Primary location (DC Courts, Offices at Gallery Place, 616 H Street, NW,

Washington, DC, Room 605A and 605B )  
Secondary location (500 Indiana Ave., NW, Washington, DC, Room 2500)

#### **C.4 INSTRUCTORS QUALIFICATIONS**

Instructors shall be highly qualified with specialized teaching and facilitation talents and capabilities to formulate and deliver high-energy, learner centered, solution-oriented, interactive training sessions. To achieve this, the instructor shall consult with the Center for Education and Training (CET) to discuss and plan each session in advance; demonstrating skill and ability to forecast how each component of the program will fit together to meet the training needs of the Courts.

Instructors shall be skilled in Adult Learning concepts and theories and be able to stimulate participants, field content-specific questions, and have a demonstrated mastery of their teaching level to effectively lead Court employees on the training subject topic(s) for which the contract is for. It is preferred that instructors have some teaching or facilitation experience in a court or legal environment.

#### **C.5 CLASS AND CLASS SIZE**

All training shall begin at 9:00 a.m. and end at 4:00 p.m. The instructor shall arrive at least 30 minutes prior to the beginning of the class to make the room ready for instruction. Training sessions may be half day (3-hours), full day (6-hours) or multi-day as indicated on the schedule of classes found in Section B – Schedule of this RFP. The instructor shall have each student sign the class roster prior to the start of class and deliver it to the Center for Education and Training not later than one hour prior to the end of each day. The class roster will be used as the reference to print certificates.

The class rooms are designed to accommodate a maximum of 12 students.

#### **C.6 APPLICATIONS USED AT THE COURTS**

The primary computer applications currently used are as follows:

- Microsoft Office Suite 2007 (MS Excel, PowerPoint, MS Publisher, MS Outlook and MS Word)
- MS Windows, MS Project and MS Visio
- MS Project (Creating and Managing)
- Internet Research
- Keyboarding

In the future, the following applications may be added to the Courts roster of classes:

- Adobe Suite (Photoshop, In-Design, Illustrator, Go-live and Acrobat)
- Oracle, Oracle APEX 1 (for the end-user and administration)
- Adobe Flash, Dream Weaver and Captivate
- HTML, CSS, JavaScript, jQuery and PHP
- Quark Express, Corel Draw

Instruction will range from basic to advanced levels of training including “Introduction to Computers” and “Keyboarding”.

## **PART 1**

### **SECTION D - PACKAGING AND MARKING**

- D.1 The Contractor shall be responsible for all training materials necessary to teach each class awarded. All participants shall receive individual training packets. All materials used for instruction shall be clearly marked “DC Courts” and titled in accordance with the respective course titles found in Section B.4- Schedule.
- D.2 **Each Offeror shall include in his “Cost per Class”, the cost of all labor and materials necessary to perform the scope of work as specified in the Schedule found in Section B.4 and Section C – Descriptions / Specifications / Work Statement.**

**THIS SECTION LEFT BLANK INTENTIONALLY**

## **SECTION E - INSPECTION AND ACCEPTANCE**

### **E.1 Inspection of Services.**

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

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

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

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

(e) If any of the services do not conform to the contract requirements, the Court may require the Contractor to perform these services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by performance, the Court may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect value of services performed.

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

### **E.2 ACCEPTANCE OF SERVICES:**

Services shall be accepted by COTR.

**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 year from the date of award of the contract. The date of award shall be the date the Contracting Officer signs the contract document.

**F.2 Option Period:**

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

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

The Courts may extend the term of this contract 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 years and all option years. Failure to submit **price** for base year and all option years may cause the Courts to exclude your offer from further consideration.

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

**F.3 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:

Item	Deliverable	Quantity	Format/Method of	Due Date	To Whom
------	-------------	----------	------------------	----------	---------

<b>Number/ Section</b>			<b>Delivery</b>		
001	Training programs (thoroughly planned in advance)	1 each per course	Hard copy & Electronic Soft Copy	To be determined (TBD) by COTR	COTR
002	Instructional content (objectives/learning points)	1 each per course	In person & Hard copy handouts	Prior to teaching class TBD by COTR	COTR
003	Course materials & agenda (specially designed group activities relevant to material content including scenarios, and role plays)	One copy each participant, 1 original to COTR	Hard copy & Electronic soft copy	Prior to teaching class TBD by COTR	COTR
004	Interactive and participatory exercises	Minimum 2 per class	Written & electronic	At time of scheduled instruction	COTR
005	Inventories/instruments	1 list	In-person, electronic, telephonic	Prior to teaching class TBD by COTR	COTR
006	Visuals aids (overheads, slides, PowerPoint and handouts)	As required each class	Written materials, in-person facilitation	At time of scheduled instruction	COTR

F.4 **STANDARD OF PERFORMANCE:**

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

**SECTION G -CONTRACT ADMINISTRATION DATA**

G.1 **Payment/Invoices.**

The Contractor shall be compensated in the following manner: The Contractor will be reimbursed on a monthly basis for number of classes delivered to the DC Courts the previous month and as documented in the monthly billing statement, following approval by the COTR.

G.1.2 "Payment will be made in accordance with pre-established, fixed unit prices under Section Schedule B.4 of the RFP and Contractor's Price Proposal.

G.1.3 The Contractor shall prepare invoice in duplicate and submit them to the **Contracting Officer's Technical Representative (COTR) and the Budget Office.** The COTR shall within 10 working days, review each invoice for certification of receipt of satisfactory services prior to authorization of payment. Payments shall be made within 30 days after (receipt) and approval of invoices. Following approval of the invoice, COTR shall submit the approved invoice to the Financial Operations Division, Accounting Supervisor, for payment within 30 days.

G.1.4 At a minimum, to constitute a proper invoice, the Contractor's invoice shall include the following information The contractor shall provide detailed billing statements with an invoice monthly. Billing statements shall include a breakdown of consultants, rates and hours worked for each discrete project area and details and back-up for reimbursable expenses. 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.

- a. Name and address of the Contractor;
- b. The contract number and Contract Order number;
- c. Invoice date;
- d. Description, quantity, unit of measure, and extended price of the services or supplies actually rendered for each discrete project area;
- e. Date the services or supplies were rendered;
- f. Shipping & payment terms;
- g. Name and address of the Contractor official to whom payment is to be sent;
- h. Name, title, phone number, and mailing address of person to be notified in the event of a defective invoice;
- i. The Contractor's Electronic Fund Transfer (EFT) routing identification (bank name and code, account number) or the Contractor's complete remittance or check mailing address, including the name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent; and
- j. Signature of a person so authorized to certify that the services or supplies were provided as stated.
- k. Course title, number of courses taught during billing period, date of course

- G.1.5 The Contractor shall submit final invoices within thirty (30) days after the expiration of this contract.
- G.1.6 In addition, the Contractor shall complete **Attachment J.8 - District of Columbia Courts Release of Claims form and submit to the Contracting Officer.**

G.2. **Payment Office.**

- G.2.1 The Contractor shall prepare and submit invoices electronically or mail and in duplicate copies to:

Accounting Supervisor  
 Financial Operations Division  
 D.C. Superior Court  
 616 H Street, N.W., Suite 600  
 Washington, D.C. 20001  
 202-879-2813

and

Mr. Louis Shack, COTR  
 Manager, Technology Learning  
 Center for Education and Training  
 500 Indiana Ave. NW  
 Washington, D.C. 20001  
 202-879-0497  
[Louis.Shack@dcsc.gov](mailto:Louis.Shack@dcsc.gov)

G.3 **Billing/Payment.**

- G.3.1 Payment to the Contractor for services satisfactorily performed shall be made by the Courts once the Contractor’s certified invoice has been approved by the **COTR**, or in the case of a dispute, subject to final determination by the Contracting Officer.

G.4 **Audits.**

- G.4.1 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 Courts and a discrepancy of overpayment is found, the Courts shall be reimbursed for said overpayment within thirty (30) days after written notification.

G.5 **Contracting Officer and Contracting Officer’s Technical Representative (COTR).**

- G.5.1 **Contracting Officer.** The District of Columbia Superior Court Contracting Officer who has the appropriate contracting authority is the only Courts official authorized to contractually bind the Courts through signing contract documents. All correspondence to the Contracting Officer shall be forwarded to:

Louis W. Parker  
 Administrative Officer

Administrative Services Division  
District of Columbia Courts  
616 H Street, N.W., Suite 622  
Washington, D.C. 20001  
Telephone Number: (202) 879-2803  
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:

Louis Shack  
Manager, Technology Learning  
Center for Education and Training  
500 Indiana Ave. NW,  
Washington, D.C. 20001  
Telephone Number: 202.879-0481  
[Louis.Shack@dcsc.gov](mailto:Louis.Shack@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 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.

## **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 Contracting Officer 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 Contracting Officer; 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 2013, 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            Certification Regarding a Drug-Free Workplace**
- J.8            District of Columbia Courts Release of Claims**
- J.9            Past Performance Evaluation Form**
- J.10          Wage Determination (if applicable)**

## PART IV

### REPRESENTATIONS AND INSTRUCTIONS

#### SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

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

K.1.1 Definitions. As used in this provision:

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

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

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

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

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

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

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

days performance duration, but in any case, by a date prior to when performance is expected to be completed.

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

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

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

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

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

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

K.1.6 **CERTIFICATION REGARDING A DRUG-FREE WORKPLACE**

\_\_\_\_\_  
 Print Name of Authorized  
 Representative

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Signature of Authorized  
 Representative

## PART IV

### REPRESENTATIONS AND INSTRUCTIONS

#### SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

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

L.1.1 The District of Columbia Courts will not accept a facsimile 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-12-RP-0035*

*Caption: IT Training Services*

*Proposal Due Date & Time: August 22, 2012 @ 3:00 pm*

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

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

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

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

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

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

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

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

District of Columbia Courts  
Administrative Services Division  
Procurement and Contracts Branch  
Attn: Callie Byrd-Williams, Senior Contract Specialist  
616 H Street, N.W., Suite 622  
Washington, D.C. 20001

L.1.4.2 **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: Callie Byrd-Williams, Senior Contract Specialist  
701 7<sup>th</sup> Street, N.W., Suite 622  
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. Fancy bindings and colored displays or promotional material are not desired or preferred, but pages must be numbered. **The proposal shall be prepared in two volumes. These shall be submitted in loose-leaf, three-ring notebooks for each copy of Volume I – Technical Proposal, and for each copy of Volume II - Price Proposal. See also, clause L.2.9 – Price Proposal.**

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

<p><b>Tab A</b></p>	<p><b>Expertise of Offeror/Instructor:</b>  <b>For each component separately,</b></p> <p>A. Qualifications, diversity and experience of Offeror/Instructors.</p> <p>B. List all skills Offeror/Instructor possess in Adult Learning concepts and theories.</p> <p>C. Describe briefly how Offeror/Instructor proposes to stimulate participants, field content-specific questions.</p>
<p><b>Tab B</b></p>	<p><b>Understanding and Technical Approach to Accomplish the Courts’ Objectives as Outlined in Section C - Description/Specifications/Work Statement and Section F – Deliveries and Performance:</b></p> <p>A. Briefly describe the Offeror/Instructor’s approach in accomplishing the requirements as per Section C – <b>Description/Specifications/Work Statement.</b></p> <p>B. Describe which portions of the effort will be subcontracted, if any.</p> <p>C. Identify all the deliverables, as per time frame required under Section F- <b>Deliveries and Performance.</b></p>

<b>Tab C</b>	<b>Past Performance:</b>
	A. List of all references and Attachment J.9. Please refer to Clause L.2.7.
	B. List all previous experience Offeror/Instructor possesses in court or legal environments

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

<b>Tab A</b>	<b>Price Information -detailed price breakdown of all price (See also, clause L.2.9) by component</b>
<b>Tab B</b>	<b>Contractual Information – all other required information as specified in Clause L.2.4 and L.10</b>

**L.2.2.3 Each offeror shall submit one completed copy of the RFP, one (1) original and four (4) copies of the Technical Proposal, and one (1) original and four (4) separately bound copies of the Price Proposal. Each proposal shall be properly indexed and include all information requested in the RFP.**

**L.2.4 General Information.**

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

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

L.2.4.1.2 Ownership structure;

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

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

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

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

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

L.2.5           **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            Each Offeror must provide the following information in this section:

L.2.6.1.1        Name, Address, Telephone Number, DUNS Number and federal tax identification number of the Offeror;

L.2.7            **Past Performance:**

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.

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

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

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

L.3.1.3 The proposal is the only proposal received.

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

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

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

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

L.4 **Questions.**

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

Callie Byrd-Williams, Senior Contract Specialist  
Procurement and Contracts Branch  
Administrative Services Division  
District of Columbia Courts  
616 H Street, N.W., Suite 622  
Washington, D.C. 20001  
[Callie.Williams@dcsc.gov](mailto:Callie.Williams@dcsc.gov)  
Telephone: 202-626-3298

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 August 8, 2012, by 1:00 p.m.** Requests should be directed to the procurement contact person at the e-mail address listed in Section L.4. Any substantive information given to a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment to the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

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

L.6.1 The terms and conditions of this RFP may only be modified by written 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 one or more awards to the responsible offerors whose proposal represents the best value to the Courts taking into consideration the evaluation factors set forth in Section M.

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

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

The Courts may award a contract upon the basis of initial offers received, without discussions. Therefore, each initial offer shall contain the offeror's best

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

**L.8 Cancellation of Award.**

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

**L.9 Official Offer.**

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

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

L.10.1 Offerors shall complete and return with their proposal the Representations and Certifications (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 J.7 - Certification of a Drug-Free Workplace, Attachment J. 9 - Past Performance Form).

**L.11 Retention of Proposals.**

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

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

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

L.13           **Examination of Solicitation.**

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

L.14           **Acknowledgment of Amendments.**

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

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

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

L.16           **Proposal Preparation Costs.**

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

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

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

L.17.2       If the Offeror's proposal includes services provided by others, the Offeror will be required to act as the prime Contractor for all such items and must assume full

responsibility for the procurement, delivery and quality of such services. The Contractor will be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of this RFP.

L.18 **Contract Type.**

L.18.1 This is a firm-fixed “unit” price indefinite delivery indefinite quantity type contract. **A minimum of one class will be ordered from each resultant contract.**

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

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

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

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

L.21 **Errors in Offers.**

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

L.22           **Authorized Negotiators.**

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

L.23           **Acceptance Period.**

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

**THIS SECTION LEFT BLANK INTENTIONALLY**

**PART V**

**SECTION M - EVALUATION FACTORS**

**M.1 Evaluation for Award.**

The Courts intend to make an award to the responsible firm whose proposal represents the best value to the Courts. The evaluations factors are listed below in descending order of importance: 1. Expertise of Contractor Personnel (Subject-matter knowledge) which is the most important individual factor; 2. Understanding and Technical Approach to Accomplish the Courts' Objectives and 3. Past Performance which are equally important. 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:

Tab/Item No.	EVALUATION CRITERIA	MAXIMUM POINTS
Tab A M.2.1	<p><b>Subject-matter knowledge:</b> <b>For each component separately,</b></p> <p>A. Qualifications, diversity and experience of Contractor Personnel/Instructors.</p> <p>B. List all skills Offeror/Instructor possess in Adult Learning concepts and theories.</p> <p>C. Describe briefly how Offeror/Instructor proposes to stimulate participants, field content-specific questions.</p>	40

Tab B M.2.2	<p><b>Understanding and Technical Approach to Accomplish the Courts' Objectives as Outlined in Section C - Description/Specifications/Work Statement and Section F – Deliveries and Performance:</b></p> <p>A. Briefly describe the Contractor's/Instructor's approach to accomplishing the requirements as per Section C – <b>Description/Specifications/Work Statement.</b></p> <p>B. Describe which portions of the effort will be subcontracted, if any.</p> <p>C. Identify all the deliverables, as per time frame required under Section F- <b>Deliveries and Performance.</b></p>	30
Tab C M.2.3	<p><b>Past Performance:</b></p> <p>A. List of all references and Attachment J.9. Please refer to Clause L.2.7.</p> <p>B. List all previous experience Offeror/Instructor possesses in court or legal environments.</p>	30
	<b>TOTAL</b>	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?
- a. 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?
- b. Are the proposed price(s) for hardware and software comparable to competitor's prices under this solicitation?
- c. Are the proposed price(s) for installing hardware and software comparable to competitor's prices under this solicitation?
- d. Are the proposed price(s) for warranty and customer support comparable to competitor's prices under this solicitation?

### M.3.4

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

- a. Do the proposed prices include all price elements the offeror is likely to incur in performing the effort?
- b. Are proposed prices traceable to requirements?
- c. Do proposed prices account for all requirements?

- d. Are all proposed prices supported with adequate data to permit a thorough evaluation?

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

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

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

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

M.4.1.3 A satisfactory record of performance;

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

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

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

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

M.4.2 The Courts reserves the right to request from 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.