

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 Darlene Reynolds, Senior Contract Specialist at darlene.reynolds@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:

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 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.

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:

 (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, soft skills development training. The training shall cover six (6) specific curriculums: Communication, Customer Service, Leadership and Management, Team Building, Writing and Grammar and Interpersonal Skills. Each curriculum has a wide variety of basic, intermediate and advanced soft skills topics. It is not a requirement to bid on all six (6) curriculums; however, each Offeror shall bid on all items in the aggregate group to be considered for award.

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 training facility, 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 the “Cost per Class.” The unit price must be inclusive of all cost for labor, travel and training materials necessary to perform the scope of work as specified in the Schedule B and Section C—Description/Specifications/Work Statement below.

Part I –Section B - Supplies or Services and Price/Cost

SOFT SKILLS DEVELOPMENT TRAINING REQUIREMENTS

BASE YEAR--January 1, 2013 through December 31, 2013

B.4.1—Price Schedule

A. COMMUNICATION CURRICULUM	ESTIMATED NUMBER OF PARTICIPANTS	HOURS	UNIT COST PER CLASS
AGGREGATE AWARD GROUP CLIN 1 THROUGH 10			
CLIN 0001 Essential Skills of Communication	30	6	\$

CLIN 0002	Communicating Written & Orally	30	6	\$
CLIN 0003	How to Become a Better Communicator	30	6	\$
CLIN 0004	Communicating Up with Confidence	30	6	\$
CLIN 0005	Developing Effective Business Conversation Skills	30	6	\$
CLIN 0006	Dynamic Listening Skills for Successful Communication	30	6	\$
CLIN 0007	Communication Skills for Effective Leaders	30	6	\$
CLIN 0008	Strategies for Developing Effective Presentation Skills	30	6	\$
CLIN 0009	Create Better Understanding Through Active Listening	30	6	\$
CLIN 0010	Essential Skills of Public Speaking	30	6	\$
NOTE: OFFEROR MUST BID ON ALL ITEMS IN THIS AGGREGATE GROUP TO BE CONSIDERED FOR AWARD		TOTAL COST		\$
		GRAND TOTAL		\$
B. CUSTOMER SERVICE CURRICULUM		ESTIMATED NUMBER OF PARTICIPANTS	HOURS	UNIT COST PER CLASS
AGGREGATE AWARD GROUP CLIN 11 THROUGH CLIN 21				
CLIN 0011	Customer Service: "Public Service Is Public Trust"	30	6	\$
CLIN 0012	Quality Customer Service: A Moving Target	30	6	\$
CLIN 0013	Customer Service: Satisfying Customers	30	6	\$
CLIN 0014	The Art of Customer Service	30	6	\$
CLIN 0015	Listening Under Pressure:	30	6	\$

	The Customer Service Challenge			
CLIN 0016	Making the Customer Service Connection	30	6	\$
CLIN 0017	Service for All: Customer Service in a Diverse World	30	6	\$
CLIN 0018	Becoming a Customer Service Star	30	6	\$
CLIN 0019	Serving Customers: Helping The General Public	30	6	\$
CLIN 0020	Managing Difficult Customers	30	6	\$
CLIN 0021	Customer Service Relationship Management	30	6	\$
NOTE: OFFEROR MUST BID ON ALL ITEMS IN THIS AGGREGATE GROUP TO BE CONSIDERED FOR AWARD		TOTAL COST		\$
		GRAND TOTAL		\$
C. LEADERSHIP AND MANAGEMENT CURRICULUM		ESTIMATED NUMBER OF PARTICIPANTS	HOURS	UNIT COST PER CLASS
AGGREGATE AWARD GROUP CLIN 22 THROUGH CLIN 38				
CLIN 0022	Introduction to Supervision	30	6	\$
CLIN 0023	Mentoring: Tips, Tools & Techniques	30	6	\$
CLIN 0024	Precision Problem Solving	30	6	\$
CLIN 0025	Foundation of Management	30	6	\$
CLIN 0026	Practices for Leadership Excellence	30	6	\$
CLIN 0027	Motivating and Leading People	30	6	\$
CLIN 0028	Excelling as a Manager or Supervisor	30	6	\$
CLIN 0029	Leadership Skills for Supervisors	30	6	\$
CLIN 0030	Managing Across Levels	30	6	
CLIN 0031	Transition into Management	30	6	\$
CLIN 0032	Time Management Tips	30	6	\$
CLIN 0033	High Impact Decision Making	30	6	\$

CLIN 0034 Conflict Management and Resolution:New Discoveries	30	6	\$
CLIN 0035 Decision Making and Problem Solving for Non-Supervisors	30	6	\$
CLIN 0036 Strengths-based Performance Management	30	6	\$
CLIN 0037 Keys to Effectively Supervising	30	6	\$
CLIN 0038 Win! How to Motivate, Engage and Energize Employees	30	6	\$
NOTE: OFFEROR MUST BID ON ALL ITEMS IN THIS AGGREGATE GROUP TO BE CONSIDERED FOR AWARD	TOTAL COST		\$
	GRAND TOTAL		\$
D. TEAM BUILDING CURRICULUM	ESTIMATED NUMBER OF PARTICIPANTS	HOURS	UNIT COST PER CLASS
AGGREGATE AWARD GROUP CLIN 39 THROUGH CLIN 46			
CLIN 0039 Leading Teams	30	6	\$
CLIN 0040 Motivating Team Members	30	6	\$
CLIN 0041 Communicating Skills for Teams	30	6	\$
CLIN 0042 Intro to the Myers Briggs Type Indicator: An Overview	30	6	\$
CLIN 0043 Excelling as a Highly Effective Team Leader	30	6	\$
CLIN 0044 Teamwork Skills for Non-Supervisors	30	6	\$
CLIN 0045 Building Better Team Communications	30	6	\$
CLIN 0046 Teams and Conflict: Moving the Team from Stage to Stage	30	6	\$
NOTE: OFFEROR MUST BID ON ALL ITEMS IN THIS AGGREGATE GROUP TO BE CONSIDERED FOR AWARD	TOTAL COST		\$

	GRAND TOTAL		\$
E. WRITING AND GRAMMAR CURRICULUM	ESTIMATED NUMBER OF PARTICIPANTS	HOURS	UNIT COST PER CLASS
AGGREGATE AWARD GROUP CLIN 47 THROUGH CLIN 58			
CLIN 0047 Writing and Grammar Essentials	20	6	\$
CLIN 0048 Better Business Writing	20	6	\$
CLIN 0049 Marvelous Minutes: Note Taking for the Court Professional	20	6	
CLIN 0050 Mighty Mechanics	20	6	\$
CLIN 0051 Winning Presentations	20	6	\$
CLIN 0052 Writing for Effective Results	20	6	\$
CLIN 0053 Speaking Smarter: Oral Grammar	20	6 hours 12 hours	\$ \$
CLIN 0054 Taking the “Grr” out of Grammar	20	6 hours 12 hours	\$ \$
CLIN 0055 Professional Writing Skills	20	6	\$
CLIN 0056 Winning Writing	20	6 hours 12 hours	\$ \$
CLIN 0057 Grammar & Conversation	20	6	\$
CLIN 0058 Getting Good at Grammar	20	6	\$
NOTE: OFFEROR MUST BID ON ALL ITEMS IN THIS AGGREGATE GROUP TO BE CONSIDERED FOR AWARD	TOTAL COST		\$
	GRAND TOTAL		\$
F. INTERPERSONAL SKILLS CURRICULUM	ESTIMATED NUMBER OF PARTICIPANTS	HOURS	UNIT COST PER CLASS
AGGREGATE AWARD GROUP CLIN 59 THROUGH CLIN 68			
CLIN 0059 Business Acumen	30	6	\$
CLIN 0060 Myers Briggs I: Discovering Your Preference Type	30	6	\$

CLIN 0061	Emotional SMARTS in the Workplace	30	6	\$
CLIN 0062	Breakthrough Thinking from Inside the Box	30	6	\$
CLIN 0063	Developing Your Emotional Intelligence	30	6	\$
CLIN 0064	Creativity and Innovation: Unleash Your Potential for Greater Success	30	6	\$
CLIN0065	Interviewing Tips, Tools & Techniques	30	6	\$
CLIN0066	Training and Employee Development	30	6	\$
CLIN0067	Breakthrough Listening	30	6	\$
CLIN0068	Driving Change & Innovation	30	6	\$
NOTE: OFFEROR MUST BID ON ALL ITEMS IN THIS AGGREGATE GROUP TO BE CONSIDERED FOR AWARD		TOTAL COST		\$
		GRAND TOTAL		\$

Part I –Section B - Supplies or Services and Price/Cost

SOFT SKILLS DEVELOPMENT TRAINING REQUIREMENTS

OPTION YEAR ONE (1)—January 1, 2014 through December 31, 2014

B.4.2—Price Schedule

A. COMMUNICATION CURRICULUM	ESTIMATED NUMBER OF PARTICIPANTS	HOURS	UNIT COST PER CLASS
AGGREGATE AWARD GROUP CLIN 1001 THROUGH 1010			
CLIN 1001 Essential Skills of Communication	30	6	\$
CLIN 1002 Communicating Written & Orally	30	6	\$
CLIN 1003 How to Becomes a Better Communicator	30	6	\$
CLIN 1004 Communicating Up with Confidence	30	6	\$
CLIN 1005 Developing Effective Business Conversation Skills	30	6	\$

CLIN 1006 Dynamic Listening Skills for Successful Communication	30	6	\$
CLIN 1007 Communication Skills for Effective Leaders	30	6	\$
CLIN 1008 Strategies for Developing Effective Presentation Skills	30	6	\$
CLIN 1009 Create Better Understanding Through Active Listening	30	6	\$
CLIN 1010 Essential Skills of Public Speaking	30	6	\$
NOTE: OFFEROR MUST BID ON ALL ITEMS IN THIS AGGREGATE GROUP TO BE CONSIDERED FOR AWARD	TOTAL COST		\$
	GRAND TOTAL		\$
B. CUSTOMER SERVICE CURRICULUM	ESTIMATED NUMBER OF PARTICIPANTS	HOURS	UNIT COST PER CLASS
AGGREGATE AWARD GROUP CLIN 1011 THROUGH CLIN 1021			
CLIN 1011 Customer Service: “Public Service Is Public Trust”	30	6	\$
CLIN 1012 Quality Customer Service: A Moving Target	30	6	\$
CLIN 1013 Customer Service: Satisfying Customers	30	6	\$
CLIN 1014 The Art of Customer Service	30	6	\$
CLIN 1015 Listening Under Pressure: The Customer Service Challenge	30	6	\$
CLIN 1016 Making the Customer Service Connection	30	6	\$
CLIN 1017 Service for All: Customer Service in a Diverse World	30	6	\$
CLIN 1018 Becoming a Customer Service Star	30	6	\$
CLIN 1019 Serving Customers: Helping the General Public	30	6	\$

CLIN 1020 Managing Difficult Customers	30	6	\$
CLIN 1021 Customer Service Relationship Management	30	6	\$
NOTE: OFFEROR MUST BID ON ALL ITEMS IN THIS AGGREGATE GROUP TO BE CONSIDERED FOR AWARD	TOTAL COST		\$
	GRAND TOTAL		\$
C. LEADERSHIP AND MANAGEMENT CURRICULUM	ESTIMATED NUMBER OF PARTICIPANTS	HOURS	UNIT COST PER UNIT
AGGREGATE AWARD GROUP CLIN 1022 THROUGH CLIN 1038			
CLIN 1022 Introduction to Supervision	30	6	\$
CLIN 1023 Mentoring: Tips, Tools & Techniques	30	6	\$
CLIN 1024 Precision Problem Solving	30	6	\$
CLIN 1025 Foundation of Management	30	6	\$
CLIN 1026 Practices for Leadership Excellence	30	6	\$
CLIN 1027 Motivating and Leading People	30	6	\$
CLIN 1028 Excelling as a Manager or Supervisor	30	6	\$
CLIN 1029 Leadership Skills for Supervisors	30	6	\$
CLIN 1030 Managing Across Levels	30	6	\$
CLIN 1031 Transition into Management	30	6	\$
CLIN 1032 Time Management Tips	30	6	\$
CLIN 1033 High Impact Decision Making	30	6	\$
CLIN 1034 Conflict Management and Resolution: New Discoveries	30	6	\$
CLIN 1035 Decision Making and Problem Solving for Non-Supervisors	30	6	\$
CLIN 1036 Strengths-based Performance Management	30	6	\$

CLIN 1037 Keys to Effectively Supervising	30	6	\$
CLIN 1038 Win! How to Motivate, Engage and Energize Employees			\$
NOTE: OFFEROR MUST BID ON ALL ITEMS IN THIS AGGREGATE GROUP TO BE CONSIDERED FOR AWARD	TOTAL COST		\$
	GRAND TOTAL		\$
D. TEAMBUILDING CURRICULUM	ESTIMATED NUMBER OF PARTICIPANTS	HOURS	UNIT COST PER CLASS
AGGREGATE AWARD GROUP CLIN 1039 THROUGH CLIN 1046			
CLIN 1039 Leading Teams	30	6	\$
CLIN 1040 Motivating Team Members	30	6	\$
CLIN 1041 Communicating Skills for Teams	30	6	\$
CLIN 1042 Intro to the Myers Briggs Type Indicator: An Overview	30	6	\$
CLIN 1043 Excelling as a Highly Effective Team Leader	30	6	\$
CLIN 1044 Teamwork Skills for Non-Supervisors	30	6	\$
CLIN 1045 Building Better Team Communications	30	6	\$
CLIN 1046 Teams and Conflict: Moving the Team from Stage to Stage	30	6	\$
NOTE: OFFEROR MUST BID ON ALL ITEMS IN THIS AGGREGATE GROUP TO BE CONSIDERED FOR AWARD	TOTAL COST		\$
	GRAND TOTAL		\$
E. WRITING AND GRAMMAR CURRICULUM	ESTIMATED NUMBER OF PARTICIPANTS	HOURS	UNIT COST PER CLASS
AGGREGATE AWARD GROUP CLIN 1047 THROUGH CLIN 1058			

CLIN 1047 Writing and Grammar Essentials	20	6	\$
CLIN 1048 Better Business Writing	20	6	\$
CLIN 1049 Marvelous Minutes: Note Taking for the Court Professional	20	6	\$
CLIN 1050 Mighty Mechanics	20	6	\$
CLIN 1051 Winning Presentations	20	6	\$
CLIN 1052 Writing for Effective Results	20	6	\$
CLIN 1053 Speaking Smarter: Oral Grammar	20	6 (12)	\$
CLIN 1054 Taking the “Grr” out of Grammar	20	6 (12)	\$
CLIN 1055 Professional Writing Skills	20	6	\$
CLIN 1056 Winning Writing	20	6 (12)	\$
CLIN 1057 Grammar & Conversation	20	6	\$
CLIN 1058 Getting Good at Grammar	20	6	\$
NOTE: OFFEROR MUST BID ON ALL ITEMS IN THIS AGGREGATE GROUP TO BE CONSIDERED FOR AWARD	TOTAL COST		\$
	GRAND TOTAL		\$
F. INTERPERSONAL SKILLS CURRICULUM	ESTIMATED NUMBER OF PARTICIPANTS	HOURS	UNIT COST PER CLASS
AGGREGATE AWARD GROUP CLIN 1059 THROUGH CLIN 1068			
CLIN 1059 Business Acumen	30	6	\$
CLIN 1060 Myers Briggs I: Discovering Your Preference Type	30	6	\$
CLIN 1061 Emotional SMARTS in the Workplace	30	6	\$
CLIN 1062 Breakthrough Thinking from Inside the Box	30	6	\$
CLIN 1063 Developing Your Emotional Intelligence	30	6	\$
CLIN 1064 Creativity and Innovation: Unleash Your Potential for Greater Success	30	6	\$
CLIN 1065 Interviewing Tips, Tools & Techniques	30	6	\$

CLIN 1066 Training and Employee Development	30	6	\$
CLIN 1067 Breakthrough Listening	30	6	\$
CLIN 1068 Driving Change & Innovation	30	6	\$
NOTE: OFFEROR MUST BID ON ALL ITEMS IN THIS AGGREGATE GROUP TO BE CONSIDERED FOR AWARD	TOTAL COST		\$
	GRAND TOTAL		\$

Part I –Section B - Supplies or Services and Price/Cost

SOFT SKILLS DEVELOPMENT TRAINING REQUIREMENTS

OPTION YEAR 2—January 1, 2015 through December 31, 2015

B.4.3

A. COMMUNICATION CURRICULUM	ESTIMATED NUMBER OF PARTICIPANTS	HOURS	UNIT COST PER CLASS
AGGREGATE AWARD GROUP CLIN 2001 THROUGH 2010			
CLIN 2001 Essential Skills of Communication	30	6	\$
CLIN 2002 Communicating Written & Orally	30	6	\$
CLIN 2003 How to Becomes a Better Communicator	30	6	\$
CLIN 2004 Communicating Up with Confidence	30	6	\$
CLIN 2005 Developing Effective Business Conversation Skills	30	6	\$
CLIN 2006 Dynamic Listening Skills For Successful Communication	30	6	\$
CLIN 2007 Communication Skills for Effective Leaders	30	6	\$
CLIN 2008 Strategies for Developing Effective Presentation Skills	30	6	\$

CLIN 2009 Create Better Understanding Through Active Listening	30	6	\$
CLIN 2010 Essential Skills of Public Speaking	30	6	\$
NOTE: OFFEROR MUST BID ON ALL ITEMS IN THIS AGGREGATE GROUP TO BE CONSIDERED FOR AWARD	TOTAL COST		\$
	GRAND TOTAL		\$
B. CUSTOMER SERVICE CURRICULUM	ESTIMATED NUMBER OF PARTICIPANTS	HOURS	UNIT COST PER CLASS
AGGREGATE AWARD GROUP CLIN 2011 THROUGH CLIN 2021			
CLIN 2011 Customer Service: “Public Service Is Public Trust”	30	6	\$
CLIN 2012 Quality Customer Service: A Moving Target	30	6	\$
CLIN 2013 Customer Service: Satisfying Customers	30	6	\$
CLIN 2014 The Art of Customer Service	30	6	\$
CLIN 2015 Listening Under Pressure: The Customer Service Challenge	30	6	\$
CLIN 2016 Making the Customer Service Connection	30	6	\$
CLIN 2017 Service for All: Customer Service in a Diverse World	30	6	\$
CLIN 2018 Becoming a Customer Service Star	30	6	\$
CLIN 2019 Serving Customers: Helping the General	30	6	\$
CLIN 2020 Managing Difficult Customers	30	6	\$
CLIN 2021 Customer Service Relationship Management	30	6	\$

NOTE: OFFEROR MUST BID ON ALL ITEMS IN THIS AGGREGATE GROUP TO BE CONSIDERED FOR AWARD	TOTAL COST		\$
	GRAND TOTAL		\$
C. LEADERSHIP AND MANAGEMENT CURRICULUM	ESTIMATED NUMBER OF PARTICIPANTS	HOURS	UNIT COST PER CLASS
AGGREGATE AWARD GROUP CLIN 2022 THROUGH CLIN 2038			
CLIN 2022 Introduction to Supervision	30	6	\$
CLIN 2023 Mentoring: Tips, Tools & Techniques	30	6	\$
CLIN 2024 Precision Problem Solving	30	6	\$
CLIN 2025 Foundation of Management	30	6	\$
CLIN 2026 Practices for Leadership Excellence	30	6	\$
CLIN 2027 Motivating and Leading People	30	6	\$
CLIN 2028 Excelling as a Manager or Supervisor	30	6	\$
CLIN 2029 Leadership Skills for Supervisors	30	6	\$
CLIN 2030 Managing Across Levels	30	6	\$
CLIN 2031 Transition into Management	30	6	\$
CLIN 2032 Time Management Tips	30	6	\$
CLIN 2033 High Impact Decision Making	30	6	\$
CLIN 2034 Conflict Management and Resolution: New Discoveries	30	6	\$
CLIN 2035 Decision Making and Problem Solving for Non-Supervisors	30	6	\$
CLIN 2036 Strengths-based Performance Management	30	6	\$
CLIN 2037 Keys to Effectively Supervising	30	6	\$

CLIN 2038 Win! How to Motivate, Engage and Energize Employees	30	6	\$
NOTE: OFFEROR MUST BID ON ALL ITEMS IN THIS AGGREGATE GROUP TO BE CONSIDERED FOR AWARD	TOTAL COST		\$
D. TEAMBUILDING CURRICULUM	GRAND TOTAL NUMBER OF PARTICIPANTS	HOURS	\$ UNIT COST PER CLASS
AGGREGATE AWARD GROUP CLIN 2039 THROUGH CLIN 2046			
CLIN 2039 Leading Teams	30	6	\$
CLIN 2040 Motivating Team Members	30	6	\$
CLIN 2041 Communicating Skills for Teams	30	6	\$
CLIN 2042 Intro to the Myers Briggs Type Indicator: An Overview	30	6	\$
CLIN 2043 Excelling as a Highly Effective Team Leader	30	6	\$
CLIN 2044 Teamwork Skills for Non-Supervisors	30	6	\$
CLIN 2045 Building Better Team Communications	30	6	\$
CLIN 2046 Teams and Conflict: Moving the Team from Stage to Stage	30	6	\$
NOTE: OFFEROR MUST BID ON ALL ITEMS IN THIS AGGREGATE GROUP TO BE CONSIDERED FOR AWARD	TOTAL COST		\$
	GRAND TOTAL		\$
E. WRITING AND GRAMMAR CURRICULUM	ESTIMATED NUMBER OF PARTICIPANTS	HOURS	UNIT COST PER CLASS
AGGREGATE AWARD GROUP CLIN 2047 THROUGH CLIN 2058			
CLIN 2047 Writing and Grammar Essentials	20	6	\$
CLIN 2048 Better Business Writing	20	6	\$

CLIN 2049	Marvelous Minutes: Note Taking for the Court Professional	20	6	\$
CLIN 2050	Mighty Mechanics	20	6	\$
CLIN 2051	Winning Presentations	20	6	\$
CLIN 2052	Writing for Effective Results	20	6	\$
CLIN 2053	Speaking Smarter: Oral Grammar	20	6 hours 12 hours	\$ \$
CLIN 2054	Taking the “Grr” out of Grammar	20	6 hours 12 hours	\$ \$
CLIN 2055	Professional Writing Skills	20	6	\$
CLIN 2056	Winning Writing	20	6 hours 12 hours	\$ \$
CLIN 2057	Grammar & Conversation	20	6	\$
CLIN 2058	Getting Good at Grammar	20	6	\$
	NOTE: OFFEROR MUST BID ON ALL ITEMS IN THIS AGGREGATE GROUP TO BE CONSIDERED FOR AWARD	TOTAL COST		\$
		GRAND TOTAL		\$
F. INTERPERSONAL SKILLS CURRICULUM		ESTIMATED NUMBER OF PARTICIPANTS	HOURS	UNIT COST PER CLASS
AGGREGATE AWARD GROUP CLIN 2059 THROUGH CLIN 2068				
CLIN 2059	Business Acumen	30	6	\$
CLIN 2060	Myers Briggs I: Discovering Your Preference Type	30	6	\$
CLIN 2061	Emotional SMARTS in the Workplace	30	6	\$
CLIN 2062	Breakthrough Thinking from Inside the Box	30	6	\$
CLIN 2063	Developing Your Emotional Intelligence	30	6	\$
CLIN 2064	Creativity and Innovation: Unleash Your Potential for Greater Success	30	6	\$
CLIN 2065	Interviewing Tips, Tools & Techniques	30	6	\$
CLIN 2066	Training and Employee Development	30	6	\$

CLIN 2067 Breakthrough Listening	30	6	\$
CLIN 2068 Driving Change & Innovation	30	6	\$
NOTE: OFFEROR MUST BID ON ALL ITEMS IN THIS AGGREGATE GROUP TO BE CONSIDERED FOR AWARD	TOTAL COST		\$
	GRAND TOTAL		\$

Part I –Section B - Supplies or Services and Price/Cost

SOFT SKILLS DEVELOPMENT TRAINING REQUIREMENTS

Option Year Three (3)—January 1, 2016 through December 31, 2016

B.4.4

A. COMMUNICATION CURRICULUM	NUMBER OF PARTICIPANTS	HOURS	UNIT COST PER CLASS
AGGREGATE AWARD GROUP CLIN 3001 THROUGH 3010			
CLIN 3001 Essential Skills of Communication	30	6	\$
CLIN 3002 Communicating Written & Orally	30	6	\$
CLIN 3003 How to Becomes a Better Communicator	30	6	\$
CLIN 3004 Communicating Up with Confidence	30	6	\$
CLIN 3005 Developing Effective Business Conversation Skills	30	6	\$
CLIN 3006 Dynamic Listening Skills for Successful Communication	30	6	\$
CLIN 3007 Communication Skills for Effective Leaders	30	6	\$
CLIN 3008 Strategies for Developing Effective Presentation Skills	30	6	\$
CLIN 3009 Create Better Understanding Through Active Listening	30	6	\$

CLIN 3010 Essential Skills of Public Speaking	30	6	\$
NOTE: OFFEROR MUST BID ON ALL ITEMS IN THIS AGGREGATE GROUP TO BE CONSIDERED FOR AWARD	TOTAL COST		\$
	GRAND TOTAL		\$
B. CUSTOMER SERVICE CURRICULUM	ESTIMATED NUMBER OF PARTICIPANTS	HOURS	UNIT COST PER CLASS
AGGREGATE AWARD GROUP CLIN 3011 THROUGH CLIN 3021			
CLIN 3011 Customer Service: “Public Service Is Public Trust”	30	6	\$
CLIN 3012 Quality Customer Service: A Moving Target	30	6	\$
CLIN 3013 Customer Service: Satisfying Customers	30	6	\$
CLIN 3014 The Art of Customer Service	30	6	\$
CLIN 3015 Listening Under Pressure: The Customer Service Challenge	30	6	\$
CLIN 3016 Making the Customer Service Connection	30	6	\$
CLIN 3017 Service for All: Customer Service in a Diverse World	30	6	\$
CLIN 3018 Becoming a Customer Service Star	30	6	\$
CLIN 3019 Serving Customers: Helping the General	30	6	\$
CLIN 3020 Managing Difficult Customers	30	6	\$
CLIN 3021 Customer Service Relationship Management	30	6	\$
NOTE: OFFEROR MUST BID ON ALL ITEMS IN THIS AGGREGATE GROUP TO BE CONSIDERED FOR AWARD	TOTAL COST		\$
	GRAND TOTAL		\$

C. LEADERSHIP AND MANAGEMENT CURRICULUM	NUMBER OF PARTICIPANTS	HOURS	UNIT COST PER CLASS
AGGREGATE AWARD GROUP CLIN 3022 THROUGH CLIN 3038			
CLIN 3022 Introduction to Supervision	30	6	\$
CLIN 3023 Mentoring: Tips, Tools & Techniques	30	6	\$
CLIN 3024 Precision Problem Solving	30	6	\$
CLIN 3025 Foundation of Management	30	6	\$
CLIN 3026 Practices for Leadership Excellence	30	6	\$
CLIN 3027 Motivating and Leading People	30	6	\$
CLIN 3028 Excelling as a Manager or Supervisor	30	6	\$
CLIN 3029 Leadership Skills for Supervisors	30	6	\$
CLIN 3030 Managing Across Levels	30	6	\$
CLIN 3031 Transition into Management	30	6	\$
CLIN 3032 Time Management Tips	30	6	\$
CLIN 3033 High Impact Decision Making	30	6	\$
CLIN 3034 Conflict Management and Resolution: New Discoveries	30	6	\$
CLIN 3035 Decision Making and Problem Solving for Non-Supervisors	30	6	\$
CLIN 3036 Strengths-based Performance Management	30	6	\$
CLIN 3037 Keys to Effectively Supervising	30	6	\$
CLIN 3038 Win! How to Motivate, Engage and Energize Employees	30	6	\$
NOTE: OFFEROR MUST BID ON ALL ITEMS IN THIS AGGREGATE GROUP TO BE CONSIDERED FOR AWARD	TOTAL COST		\$

D. TEAMBUILDING CURRICULUM	NUMBER OF PARTICIPANTS	HOURS	UNIT COST PER CLASS
AGGREGATE AWARD GROUP CLIN 3039 THROUGH CLIN 3046			
CLIN 3039 Leading Teams	30	6	\$
CLIN 3040 Motivating Team Members	30	6	\$
CLIN 3041 Communicating Skills for Teams	30	6	\$
CLIN 3042 Intro to the Myers Briggs Type Indicator: An Overview	30	6	\$
CLIN 3043 Excelling as a Highly Effective Team Leader	30	6	\$
CLIN 3044 Teamwork Skills for Non-Supervisors	30	6	\$
CLIN 3045 Building Better Team Communications	30	6	\$
CLIN 3046 Teams and Conflict: Moving the Team from Stage to Stage	30	6	\$
NOTE: OFFEROR MUST BID ON ALL ITEMS IN THIS AGGREGATE GROUP TO BE CONSIDERED FOR AWARD	TOTAL COST		\$
	GRAND TOTAL		\$
E. WRITING AND GRAMMAR CURRICULUM	ESTIMATED NUMBER OF PARTICIPANTS	HOURS	UNIT COST PER CLASS
AGGREGATE AWARD GROUP CLIN 3047 THROUGH CLIN 3058			
CLIN 3047 Writing and Grammar Essentials	20	6	\$
CLIN 3048 Better Business Writing	20	6	\$
CLIN 3049 Marvelous Minutes: Note Taking for the Court Professional	20	6	\$
CLIN 3050 Mighty Mechanics	20	6	\$
CLIN 3051 Winning Presentations	20	6	\$
CLIN 3052 Writing for Effective Results	20	6	\$
CLIN 3053 Speaking Smarter: Oral Grammar	20	6 hours 12 hours	\$ \$
CLIN 3054 Taking the “Grr” out of	20	6 hours	\$

Grammar		12 hours	\$
CLIN 3055 Professional Writing Skills	20	6	\$
CLIN 3056 Winning Writing	20	6 hours 12 hours	\$ \$
CLIN 3057 Grammar & Conversation	20	6	\$
CLIN 3058 Getting Good at Grammar	20	6	\$
NOTE: OFFEROR MUST BID ON ALL ITEMS IN THIS AGGREGATE GROUP TO BE CONSIDERED FOR AWARD	TOTAL COST		\$
	GRAND TOTAL		\$
F. INTERPERSONAL SKILLS CURRICULUM	ESTIMATED NUMBER OF PARTICIPANTS	HOURS	UNIT COST PER CLASS
AGGREGATE AWARD GROUP CLIN 3059 THROUGH CLIN 3068			
CLIN 3059 Business Acumen	30	6	\$
CLIN 3060 Myers Briggs I: Discovering Your Preference Type	30	6	\$
CLIN 3061 Emotional SMARTS in the Workplace	30	6	\$
CLIN 3062 Breakthrough Thinking from Inside the Box	30	6	\$
CLIN 3063 Developing Your Emotional Intelligence	30	6	\$
CLIN 3064 Creativity and Innovation: Unleash Your Potential for Greater Success	30	6	\$
CLIN 3065 Interviewing Tips, Tools & Techniques	30	6	\$
CLIN 3066 Training and Employee Development	30	6	\$
CLIN 3067 Breakthrough Listening	30	6	\$
CLIN 3068 Driving Change & Innovation	30	6	\$
NOTE: OFFEROR MUST BID ON ALL ITEMS IN THIS AGGREGATE GROUP TO BE CONSIDERED FOR AWARD	TOTAL COST		\$
	GRAND TOTAL		\$

Part I –Section B - Supplies or Services and Price/Cost

SOFT SKILLS TRAINING DEVELOPMENT REQUIREMENTS

OPTION YEAR FOUR (4)—January 1, 2017 through December 31, 2017

B.4.5

A. COMMUNICATION CURRICULUM	ESTIMATED NUMBER OF PARTICIPANTS	HOURS	UNIT COST PER CLASS
AGGREGATE AWARD GROUP CLIN 4001 THROUGH 4010			
CLIN 4001 Essential Skills of Communication	30	6	\$
CLIN 4002 Communicating Written & Orally	30	6	\$
CLIN 4003 How to Becomes a Better Communicator	30	6	\$
CLIN 4004 Communicating Up with Confidence	30	6	\$
CLIN 4005 Developing Effective Business Conversation Skills	30	6	\$
CLIN 4006 Dynamic Listening Skills for Successful Communication	30	6	\$
CLIN 4007 Communication Skills for Effective Leaders	30	6	\$
CLIN 4008 Strategies for Developing Effective Presentation Skills	30	6	\$
CLIN 4009 Create Better Understanding Through Active Listening	30	6	\$
CLIN 4010 Essential Skills of Public Speaking	30	6	\$
NOTE: OFFEROR MUST BID ON ALL ITEMS IN THIS AGGREGATE GROUP TO BE CONSIDERED FOR AWARD	TOTAL COST		\$
	GRAND TOTAL		\$

B. CUSTOMER SERVICE CURRICULUM	ESTIMATED NUMBER OF PARTICIPANTS	HOURS	UNIT COST PER CLASS
AGGREGATE AWARD GROUP CLIN 4011 THROUGH CLIN 4021			
CLIN 4011 Customer Service: “Public Service Is Public Trust”	30	6	\$
CLIN 4012 Quality Customer Service: A Moving Target	30	6	\$
CLIN 4013 Customer Service: Satisfying Customers	30	6	\$
CLIN 4014 The Art of Customer Service	30	6	\$
CLIN 4015 Listening Under Pressure: The Customer Service Challenge	30	6	\$
CLIN 4016 Making the Customer Service Connection	30	6	\$
CLIN 4017 Service for All: Customer Service in a Diverse World	30	6	\$
CLIN 4018 Becoming a Customer Service Star	30	6	\$
CLIN 4019 Serving Customers: Helping the General	30	6	\$
CLIN 4020 Managing Difficult Customers	30	6	\$
CLIN 4021 Customer Service Relationship Management	30	6	\$
NOTE: OFFEROR MUST BID ON ALL ITEMS IN THIS AGGREGATE GROUP TO BE CONSIDERED FOR AWARD	TOTAL COST		\$
	GRAND TOTAL		\$
C. LEADERSHIP AND MANAGEMENT CURRICULUM	ESTIMATED NUMBER OF PARTICIPANTS	HOURS	UNIT COST PER CLASS
AGGREGATE AWARD GROUP CLIN 4022 THROUGH CLIN 4038			
CLIN 4022 Introduction to Supervision	30	6	\$
CLIN 4023 Mentoring: Tips, Tools & Techniques	30	6	\$
CLIN 4024 Precision Problem Solving	30	6	\$

CLIN 4025	Foundation of Management	30	6	\$
CLIN 4026	Practices for Leadership Excellence	30	6	\$
CLIN 4027	Motivating and Leading People	30	6	\$
CLIN 4028	Excelling as a Manager or Supervisor	30	6	\$
CLIN 4029	Leadership Skills for Supervisors	30	6	\$
CLIN 4030	Managing Across Levels	30	6	\$
CLIN 4031	Transition into Management	30	6	\$
CLIN 4032	Time Management Tips	30	6	\$
CLIN 4033	High Impact Decision Making	30	6	\$
CLIN 4034	Conflict Management and Resolution: New Discoveries	30	6	\$
CLIN 4035	Decision Making and Problem Solving for Non-Supervisors	30	6	\$
CLIN 4036	Strengths-based Performance Management	30	6	\$
CLIN 4037	Keys to Effectively Supervising	30	6	\$
CLIN 4038	Win! How to Motivate, Engage and Energize Employees	30	6	\$
NOTE: OFFEROR MUST BID ON ALL ITEMS IN THIS AGGREGATE GROUP TO BE CONSIDERED FOR AWARD		TOTAL COST		\$
		GRAND TOTAL		\$
D. TEAM BUILDING CURRICULUM		ESTIMATED NUMBER OF PARTICIPANTS	HOURS	UNIT COST PER CLASS
AGGREGATE AWARD GROUP CLIN 4039 THROUGH CLIN 4046				
CLIN 4039	Leading Teams	30	6	\$
CLIN 4040	Motivating Team Members	30	6	\$

CLIN 4041	Communicating Skills for Teams	30	6	\$
CLIN 4042	Intro to the Myers Briggs Type Indicator: An Overview	30	6	\$
CLIN 4043	Excelling as a Highly Effective Team Leader	30	6	\$
CLIN 4044	Teamwork Skills for Non-Supervisors	30	6	\$
CLIN 4045	Building Better Team Communications	30	6	\$
CLIN 4046	Teams and Conflict: Moving the Team from Stage to Stage	30	6	\$
NOTE: OFFEROR MUST BID ON ALL ITEMS IN THIS AGGREGATE GROUP TO BE CONSIDERED FOR AWARD		TOTAL COST		\$
		GRAND TOTAL		\$
E. WRITING AND GRAMMAR CURRICULUM		ESTIMATED NUMBER OF PARTICIPANTS	HOURS	UNIT COST PER CLASS
AGGREGATE AWARD GROUP CLIN 4047 THROUGH CLIN 4058				
CLIN 4047	Writing and Grammar Essentials	20	6	\$
CLIN 4048	Better Business Writing	20	6	\$
CLIN 4049	Marvelous Minutes: Note Taking for the Court Professional	20	6	\$
CLIN 4050	Mighty Mechanics	20	6	\$
CLIN 4051	Winning Presentations	20	6	\$
CLIN 4052	Writing for Effective Results	20	6	\$
CLIN 4053	Speaking Smarter: Oral Grammar	20	6 hours 12 hours	\$ \$
CLIN 4054	Taking the "Grr" out of Grammar	20	6 hours 12 hours	\$ \$
CLIN 4055	Professional Writing Skills	20	6	\$
CLIN 4056	Winning Writing	20	6 hours 12 hours	\$ \$
CLIN 4057	Grammar & Conversation	20	6	\$
CLIN 4058	Getting Good at Grammar	20	6	\$

NOTE: OFFEROR MUST BID ON ALL ITEMS IN THIS AGGREGATE GROUP TO BE CONSIDERED FOR AWARD	TOTAL COST		\$
	GRAND TOTAL		\$
F. INTERPERSONAL SKILLS CURRICULUM	ESTIMATED NUMBER OF PARTICIPANTS	HOURS	\$
AGGREGATE AWARD GROUP CLIN 4059 THROUGH CLIN 4068			
CLIN 4059 Business Acumen	30	6	\$
CLIN 4060 Myers Briggs I: Discovering Your Preference Type	30	6	\$
CLIN 4061 Emotional SMARTS in the Workplace	30	6	\$
CLIN 4062 Breakthrough Thinking from Inside the Box	30	6	\$
CLIN 4063 Developing Your Emotional Intelligence	30	6	\$
CLIN 4064 Creativity and Innovation: Unleash Your Potential for Greater Success	30	6	\$
CLIN 4065 Interviewing Tips, Tools & Techniques	30	6	\$
CLIN 4066 Training and Employee Development	30	6	\$
CLIN 4067 Breakthrough Listening	30	6	\$
CLIN 4068 Driving Change & Innovation	30	6	\$
NOTE: OFFEROR MUST BID ON ALL ITEMS IN THIS AGGREGATE GROUP TO BE CONSIDERED FOR AWARD	TOTAL COST		\$
	GRAND TOTAL		\$

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 **BACKGROUND**

The DC Courts' Center for Education and Training (CET) has a need for on-site, instructor-led, participant centered, training classes on six (6) specific curriculum with a wide variety of skills-training topics including: effective communication, customer service, leadership and management, teambuilding, writing and grammar, and interpersonal skills (i.e. train-the-trainer, emotional intelligence, problem solving and diversity) courses for its employees and specialized leadership and management training for a group cohort who needs the knowledge, skills and competencies necessary to perform day-to-day duties. Level of instruction will be from basic to intermediate to advanced.

C.2 **CET RESPONSIBILITIES**

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

The course materials shall be constructed specifically for the District of Columbia Court employees with the understanding that programs should be developed to meet court specific needs. Participants that attend all sessions of the course will receive a certificate of completion (*furnished by the Courts*) for the course and workshop materials *furnished by the Contractor or the Courts (determined by the Courts at the time the course is ordered)*. All course descriptions shall be prepared, and materials shall be duplicated by the instructor unless other arrangements were mutually agreed to by *CET and the Instructor*. *CET agrees to produce and provide name badges or tent cards to facilitate faculty identification or participants.*

The Center for Education and Training of the District of Columbia Courts shall provide a suitable training facility for the courses on all training dates. The CET shall also provide audiovisual equipment required by individual instructors, which may include: overhead projector, a screen, flipcharts, *VCR/DVD, monitor, MS PowerPoint*, and laptop if needed. Training will be held at either of the following DC Courts training facilities:

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 including prepared course descriptions 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. The DC Courts will provide the certificates of completion.

Training will be held at the District of Columbia Courts training facilities: located at the DC Courts, Offices at Gallery Place, 616 H Street, NW, Washington, DC, Atrium Training Rooms 609, 611 and 613 or a secondary location: 500 Indiana Ave., NW, Washington, DC, Room 2500. The Contractor shall confirm the training location seventy-two (72) hours prior to the training date.

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 highly preferred that instructors have some teaching or facilitation experience in a court or legal environment.

Instructors shall be skilled and familiar with the use of audio visual equipment used in the training courses.

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. 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 no later than one (1) 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 30 students.

C.6 COMPARABLE WORKSHOPS POTENTIALLY USED AT THE COURTS:

The following soft skills development training workshops may be added that are comparable to the DC Courts roster of classes:

C.6.1 Communication Curriculum

1. Learning to Listen
2. Communicating Up with Confidence and Savvy
3. Communicating with Poise and Power
4. The Essentials of Communicating with Diplomacy and Professionalism
5. Using E-mail Effectively

6. Interpersonal Communications

C.6.2 Customer Service Curriculum

7. Customer Service: Excellence in the Details
8. Customers First: Elevating the Customer Experience
9. Customer Service: A Journey and Evolution
10. The Secret of Customer Service through Spirited Employee Engagement
11. Creating a Culture of Exceptional Customer Service
12. Customer Service as a Source of Competitive Advantage
13. Customer Service: A Strategic Priority
14. Breakthrough Strategies for Outstanding Customer Service
15. How to Deliver Excellent Customer Service
16. Customer Service: Critical Thinking and Problem Solving
17. How to WOW Your Customer, Client and Constituent
18. Obstacles of Excellent Customer Service and How to Overcome Them
19. Satisfying Customers
20. The Art of Customer Service
21. Cutting Edge Customer Service

C.6.3 Leadership and Management Curriculum

22. Recognizing and Engaging Employees
23. Best Practice Leadership Techniques
24. Strategic Leadership in the 21st Century
25. Leadership Management and Strategy Development
26. Principles and Practices of Effective Leadership
27. Leadership Ethics
28. Win! How to Motivate, Engage and Energize Employees
29. Expanding Your Influence
30. Keys to Effectively Supervising People
31. The Art and Practice of Employee Engagement
32. Succession Planning for Supervisors & Managers: An Overview
33. Situational Leadership: What Every Leader Needs to Know About Followership
34. Leadership: Creating a Motivating Environment
35. Leading and Developing Employees
36. Coaching to Win
37. High-Performance Leadership
38. Critical Thinking and Problem Solving
39. Conflict Management
40. Leadership & Strategic Thinking
41. Multicultural Problem Solving

42. Intergenerational Leadership
43. Mentoring: Tips, Tools & Techniques
44. Coaching: Evoking Excellence in Employees
45. Relationship Management and Strategy Development
46. Conflict Management
47. Common Issues, Best Practice and Experiences Leadership
48. Leading the Change Process
49. Improving Your Managerial Effectiveness
50. Engaging Employees at Every Level
51. Leadership Skills for the 21st Century
52. Employee Engagement: Tips for Success
53. Achieving Leadership Success Through People
54. Confronting the Stuff: Management Skills for Supervisors
55. Leading with Integrity and Personal Mastery
56. The Voice of Leadership: How Leaders Inspire, Influence and Achieve Results
57. The Carrot Principle: Driving Recognition, Respect and Engagement
58. Succession Planning an Overview: Developing Leaders from Within
59. Mentoring Skills for Supervisors

C.6.4 Teambuilding Curriculum

60. Teaming for Success: Win-Win Strategies
61. Teambuilding and Action Learning Projects
62. Fostering Spirited Teambuilding
63. Leading Teams
64. Motivating Team Members
65. Communication Skills for Teams
66. Teamwork Skills for Non-Supervisors
67. Building Better Team Communications
68. Teams and Conflict: Moving the Team from Stage to Stage
69. Social Media for Teams
70. Excelling as a Highly Effective Team Leader
71. Effective Teamwork Strategies
72. Valuing Diversity on Teams
73. Team Dynamics
74. The Temperament Challenge
75. Building a Positive, Motivated & Cooperative Team
76. Virtual Teams
77. Social Media for Teams
78. Teams Emotional & Social Intelligence

C.6.5 Writing & Grammar Curriculum

79. Advanced Business Writing
80. Business Writing
81. English Essentials: A Grammar Refresher
82. Grammar and Conversation
83. Intermediate Grammar
84. The Grammar Course
85. Better Business Writing
86. Writing Boot Camp for Court Employees
87. Writing and Grammar Booster I
88. Writing and Grammar Booster II
89. The Ability to Communicate in Writing
90. Writing Effective Ranking Factors for Job Applications
91. Writing for Effective Results

C.6.6 Interpersonal Skills Curriculum

92. Effectively Dealing with Difficult People and Situations
93. Gossip: Does It Have a Place at Work?
94. Synergy through Diversity
95. Skills Assessment, 360 Feedback
96. Multicultural Problem Solving
97. Professional Etiquette and Professional Image
98. Thinking Outside the Line: “Next-Step Thinking”
99. Interpersonal Skills for Managers
100. Assessing Core Skills for Success
101. Coping & Stress Reduction
102. Personality at Its Best and Worst: Building One’s Strengths and Weaknesses
103. Creativity and Innovation: Unleash Your Potential for Greater Success
104. The Mechanics of Interviewing
105. Getting Ahead by Getting Along
106. Breakthrough Listening
107. Intercultural Communication
108. Understanding Culture and Multiculturalism in the Workplace
109. Cross Cultural Awareness
110. Building Better Workplace Relationships
111. Listening and Memory Development
112. Strengthening Your People Skills
113. Communicating a Professional Image: Managing Your Career
114. Creating a Positive Work Climate
115. Managing Your Career

- 116. Planning, Preparation and Performance
- 117. Driving Innovation
- 118. Creating an Environment of Motivation
- 119. Moving Ahead: Techniques for New Behavior Patterns
- 120. Sparking Innovation and Creativity
- 121. Interviewing Skills: An Overview
- 122. Igniting Commitment: Engaging Employees for Breakthrough Performance
- 123. The Practice of Interviewing for Success
- 124. The Art and Mechanics of Interviewing Successfully

C.6.7 Management Training Program (MTP) Post Graduate Curriculum

- 125. Leadership: Creating a Motivating Environment
- 126. Leading with Integrity/Personal Mastery
- 127. Leading Effectively: Discover and Unlock Your Leadership Potential
- 128. Leading Competently for Organizational Impact
- 129. Leadership and Communication Dynamics
- 130. Coaching to Win!
- 131. Conflict Management
- 132. Networking: It Works When You Work It
- 133. Negotiating and Influencing Skills: “Getting to Yes”
- 134. Multicultural Problem Solving
- 135. Basic Interviewing: Tips, Tools and Techniques
- 136. Best Practices of Interviewing for Success
- 137. The Art of Interviewing Successfully
- 138. Things to Consider When Preparing a Resume
- 139. Resume Failures and Feats

C.6.8 Instruction will range from basic to intermediate to advanced levels of training.

C.7 CANCELLATION POLICY

The Contractor shall confirm training dates with the COTR five (5) days prior to the training class. The Contractor shall notify the COTR of a cancellation at least seventy-two (72) hours prior to the training date.

In the event of inclement weather or some other unforeseen emergency, the DC Courts will notify the Contractor to reschedule the training date.

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 the “Cost per Class.” The cost shall be inclusive of all labor, travel 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 Number/Section	Deliverable	Quantity	Format/Method of Delivery	Due Date	To Whom
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	30 days 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	30 days 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	30 days 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 ten (10) working days, review each invoice for certification of receipt of satisfactory services prior to authorization of payment. Payments shall be made within thirty (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 the following:

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

and Dr. Keith Robinson, Ed.D
 Manager, Staff Development
 Center for Education and Training
 500 Indiana Ave. NW
 Washington, D.C. 20001
 202-879-0486
Keith.Robinson@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:

Dr. Keith Robinson, Ed.D
Manager, Staff Development
Center for Education and Training
500 Indiana Ave. NW,
Washington, D.C. 20001
Telephone Number: 202.879-0486
Keith.Robinson@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**

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 thirty (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-13-RP-0004

Caption: Soft Skills Training Services

Proposal due Date & Time: Tuesday, November 20, 2012 @ 2:00 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: Darlene Reynolds, 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: Darlene Reynolds, Senior Contract Specialist
701 7th 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:**

Tab A	<p>Expertise of Offeror/Instructor: For each component separately,</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>
Tab B	<p>Understanding and Technical Approach to Accomplish the Courts' Objectives as Outlined in Section C - Description/Specifications/Work Statement and Section F – Deliveries and Performance:</p> <p>A. Briefly describe the Offeror/Instructor's approach in accomplishing the requirements as per Section C – Description/Specifications/Work Statement.</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- Deliveries and Performance.</p>
Tab C	<p>Past Performance:</p> <p>List of all references and Attachment J.9. Please refer to Clause L.2.7.</p> <p>List all previous experience Offeror/Instructor possesses in Court or legal environments.</p>

L.2.2.2

Volume II – Price Proposal shall comprise the following tabs:

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

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.5.1.1.2 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 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 two (2) 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:
- Darlene D. Reynolds, CPPB, 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
Darlene.Reynolds@dcsc.gov
Telephone: 202-879-2872
FAX: 202-879-2835
- 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 Wednesday, November 14, 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 during the base year of the contract. A minimum of one class will be ordered from each resultant contract if option years are renewed.**
- 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.

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PART V

SECTION M - EVALUATION FACTORS

M.1 **EVALUATION FOR AWARD:**

All responses will be evaluated and ranked by the Court utilizing the Evaluation Criteria under Section M.2 and M.3. If the Contracting Officer conducts discussions, they will be conducted in accordance with Section L.7.3.

Offerors must submit a price for the Base Year and all Option Years for any or all services specified for pricing in Section B and in accordance with Section C of this Request for Proposals (RFP). The quantities listed below are estimates only and do not represent a commitment by the Courts to purchase specific quantities of the requested services. The Courts anticipates, but does not guarantee, awarding contracts to multiple sources as a result of proposals received in response to this solicitation.

M.2 **EVALUATION CRITERIA:**

The following criteria will be used for the evaluation:

M.2.1 **Vendor Selection Criteria**

The DC Courts will select multiple vendors and consultants to provide solution-oriented, rich and highly focused training programs for court employees who are to lead employees (adult learners') into new fields of knowledge in an informed, enthusiastic and professional manner. Vendors may be requested to provide a demonstration of their work.

M.2.2 **Competing Vendors will be evaluated on the following criteria:**

<u>Category</u>	<u>Weight</u>
• Subject-matter knowledge	35%
• Client Satisfaction/Past Performance	15%
• Training Approach	30%
• Court Experience	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 the base period and all option periods 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. **The closer the technical evaluations, the greater influence price will have on the evaluation.** Alternative price proposals will not be considered by the Courts.

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:

Do the proposed prices reflect a clear understanding of the requirements?

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?

Are proposed prices unrealistically high or low?

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:

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

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?

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:

Do the proposed prices include all price elements the offeror is likely to incur in performing the effort?

Are proposed prices traceable to requirements?

Do proposed prices account for all requirements?

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; and

M.4.1.6 The necessary production, and technical equipment and facilities, or the ability to obtain them; and

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