

QUESTIONS AND ANSWERS
SOLICITATION NO. DCSC-14-FS-0006
OMB CIRCULAR A-123 CONSULTING SERVICES

Questions regarding the Solicitation Document:

1. Will the government disclose:
 - a. the name of the incumbent contractor and **Grant Thornton**
 - b. the awarded/final contract value? **No.**

2. Will the government provide its estimated level of effort to complete the work? **No.**

3. Section 18.1.4 Section D – Past Performance states that contractors are to provide past performance information using the Past Performance Evaluation Form.
 - a. If contractors to send the Past Performance Evaluation Form to references for completion, are references supposed to send the completed form back to the contractor for insertion in their proposal? **Yes**
 - b. If references are to send the completed Past Performance Evaluation Forms directly to the government, please provide a contact name and email address for submission. **See above answer to question 3. a.**
 - c. If the evaluation forms are to be sent directly to the government, what does the government intend for contractors to include in Section D of the technical proposal, if anything? **See above answer to question 3. a.**

4. Section 2. Background: The government references an OMB circular A-123, appendix A review performed this year. The government’s overall statement of requested work on page 4 also refers to reviewing internal controls over financial reporting. However, the scope of requested work for this proposal (page 6) references contractor completing reviews of all associated and relevant OMB Circular A-123 Appendices, e.g., A – D. Could the government clarify the scope of requested work? **The reference on page 6 that refers to OMB A-123 Appendices A- D was stated as such based on potential pending updates to the circular that would make those appendices applicable to the Courts and the A-123 review it is undergoing currently, in the base year and during the option years.**

5. Section 3. Scope of Work: On page 6, the government identifies the DC Court areas/divisions to be included in the scope of the requested proposal. Could the government clarify how these areas were selected as the focus for the requested services, including their relationship to areas identified (on page 3) as significant risk and materiality from this years’ review? **An overall risk assessment was performed in 2012 that identified areas of risk based on a 5 year cycle. The areas to be reviewed in the 2014 base year and beyond are derived from an internally developed risk assessment and the areas to be reviewed over a 5 year period.**

6. Which information systems used by the DC Courts are considered “financially significant”? **DC Courts financially significant system is General Services Administration (GSA) Pegasys 6.5, FEDdesk ETAMS 5.0 (GSA Payroll) and Sage MIP grant accounting system.**

7. For each financially significant information system, please identify:
 - a. Version. **Pegasys 6.5 (GSA PEGASYS) and FEDdesk ETAMS 5.0 (GSA Payroll);**
 - b. Whether the system is a commercial off-the-shelf (COTS) product, or is a custom, in-house solution developed for/by DC Courts. **Commercial off the shelf – Sage MIP; Cloud based software for Pegasys 6.5 and FEDdeak ETAMS 5.0.**
 - c. Whether the system is hosted internally or by an external service provider. If the system is outsourced, please identify the service provider. **GSA Pegasys and GSA Payroll Systems are hosted externally by GSA; Sage MIP is hosted internally.**
8. Approximately how many end users are there for each financially significant information system? **GSA Pegasys 6.5 – approximately 800 users; FEDdesk ETAMS 5.0 - 1,200 users; Sage MIP – 50 users.**
9. What is the estimated level of effort for IT control design evaluation and control effectiveness testing? **Moderate level of effort with an I/T subject matter expert.**
10. Are there any outstanding IT significant deficiencies or material weaknesses from financial statement audits or other evaluations? If so, please identify the scope of outstanding deficiencies. **No.**
11. Are any significant upgrades or modifications to financially significant systems planned for the period of performance (base and option years)? **Yes, GSA Pegeasys 6.5 will be replaced in September 2014 with an Oracle based financial database system administered by Indian Bureau Systems governmental agency.**
12. Has an IT risk management framework (such as the one outlined in NIST SP 800-37, Revision 1), been implemented by the DC Courts? If so, approximately how many financially significant systems have undergone certification and accreditation (C&A)? **Yes – GSA Pegasys 6.5 and FEDdesk ETAMS 5.0.**
13. Will the government confirm that the period of performance for the base year is 14 months, and the period of performance for each option year is 12 months? The second paragraph of page 1 states that the contract term will not exceed 52 weeks, however, if the base year is 14 months, that will exceed 52 weeks. **The performance base period is 14 months. Each Option Year is 12 months.**
14. Will the government clarify which GSA SIN this is being procured under?

Category	Description
<u>520 7</u>	Financial & Performance Audits Perform financial statement audits, financial-related audits, performance audits, and contract audits in accordance with Generally Accepted Government Auditing Standards (GAGAS) and non-GAGAS. An independent assessment of an audited entity's a) financial statements in conformity with generally accepted accounting principles, b) financial information, adherence to financial compliance requirements and internal controls, or c) organization or program performance to identify areas for improvement
<u>520 11</u>	Accounting Transaction analysis, transaction processing, data analysis and summarization, technical assistance in devising new or revised accounting policies and procedures, classifying

accounting transactions, special studies to improve accounting operations

15. Will the government clarify if a price build-up is required as part of the price proposal since this is being procured under our FABS Schedule and the price evaluation will be used to see how well technical requirements are understood? **Yes**
16. Page 13, 18.1.4 Section D – Past Performance RFP Language: “The Offeror shall submit with his/her proposal three (3) past performance references for which services of this nature have been provided in the past three (3) years. The offeror shall submit this information using the attached Past Performance Evaluation Form. This information will be used to query previous customers regarding Offeror’s past performance on contracts. Offeror’s shall assure that customers listed in the proposal complete and sign the Performance Evaluation Form.”

Please confirm the Government intends for Offerors to solicit references directly from our customers, receive the references prior to the solicitation due date, and then include the references with our proposal submissions. **Yes.**

17. Page 8. Section 5 Period of Performance and Section 6 Option to Extend the Term of the Contract RFP Language: “The period of performance for this SOW is fourteen (14) months from date of award.” Subsequently, the RFP states that “The Superior Court of the District of Columbia may extend the term of this contract for a period of three (3), one-year, option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract”

Does the government expect the contractors to be full-time for the entire 14 month period and subsequent option year periods? **Yes.**

Questions regarding the Attachment J.1 DC Courts General Contract Provisions For Use With D.C. Courts Supply And Services Contracts dated April 2007 document

1. Section 8 Quality, states that the workmanship shall be of the highest grade, and all materials shall be new, of best quality and grade, and suitable in every respect for the purpose intended. Will the government consider revising the statement to “the workmanship shall be in accordance with professional standards...”? **See below answer to this question regarding Attachment J.1 DC Courts General Contract Provisions.**
2. Section 10 Inspection of Supplies: Since this is a services contract, please confirm that this section is not applicable and inspection is covered by Section 11 Inspection of Services. **See below answer to this question regarding Attachment J.1 DC Courts General Contract Provisions.**
3. Section 12 Payment, states that the “Court shall pay the Contractor for services performed by the Contractor in the manner set forth in the contract, at the rate prescribed upon submission of proper invoices or time statements.” Will the government consider revising the statement to state “Court shall pay the Contractor for services performed by the Contractor in the manner set

forth in the contract, in accordance a mutually agreeable firm fixed price payment schedule”?
See below answer to this question regarding Attachment J.1 DC Courts General Contract Provisions.

4. Section 15(b) Termination for Default, states that if the contract is terminated for default, the CO may re-procure the services and the Contractor will be liable for excess costs for similar services provided the contractor continues performance of portions not terminated. Will the government consider including language stating that DC Courts will make good faith efforts to re-procure terminated services at the prices awarded to Contractor? See below answer to this question regarding Attachment J.1 DC Courts General Contract Provisions.

The DC Courts General Contract Provisions document is issued with all D.C. Courts' solicitation and it is incorporated in all contracts awarded by the D.C. Courts. The D.C. Courts is not going to revise the **DC Courts General Contract Provisions For Use With D.C. Courts Supply And Services Contracts Document dated April 2007**.