

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.
5. PROJECT NO. (If applicable)			
6. ISSUED BY Anita Middleton, 202-502-3832 Procurement Management Division Administrative Office of the United States Courts One Columbus Circle, N.E. Suite 3-250 Washington, DC 20544-0001		7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, state and ZIP Code)		(X)	9A. AMENDMENT OF SOLICITATION NO. USCA20R0024
		X	9B. DATED (SEE ITEM 11) 01/09/2020
			10A. MODIFICATION OF CONTRACT/ORDER NO.
			10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE		

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended,  is not extended,

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14.
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Below

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA By _____ (Signature of Contracting Officer)
		16C. DATE SIGNED	

**Description of Amendment/Modification:**The purpose of this amendment is to accomplish the following:

- a) All advisory evaluation have been completed and all interested parties were emailed on February 14, 2020. All interested parties need to notify the Contracting Officer by February 18, 2020 if you chose to move on to Phase II of this solicitation or not.
- b) Section C-1 ('should be' and 'need to be' have been changed to 'shall be'), L-1, L-2 and M-2 Phase II have been revised.
- c) Phase II Proposals are due March 6, 2020 by 12:00PM ET.

All other solicitation information remains unchanged.

## Section C - Descriptions/Specifications/Statement of Work

Clause C-1 Learning Management System Performance Work Statement was deleted.

C-1 Learning Management System Performance Work Statement DEC 2019

### 1.0 BACKGROUND

The Federal Judiciary (Judiciary) is the third branch of the United States Government and is comprised of appellate and trial courts located throughout the United States (US) and its territories (US Virgin Islands, Puerto Rico, Guam and Saipan/Northern Mariana Islands); it also includes the Judicial Panel on Multidistrict Litigation (JPML), and Federal Public Defender Organizations (FPDO). Several offices also support the Judiciary, such as the Administrative Office of the United States Courts (AOUSC), Federal Judicial Center (FJC) and US Sentencing Commission (USSC).

Court units use of the learning management system (LMS) is voluntary throughout the Federal Judiciary.

### 2.0 SCOPE

User-friendly, flexible, configurable, and scalable LMS to include maintenance and support services.

### 3.0 LMS REQUIREMENTS

- a) LMS shall be a customizable commercial-of-the-shelf application, accessible via multiple browsers (i.e., Microsoft Explorer, Microsoft Edge, Mozilla Firefox, Safari and Google Chrome).
  - Migrate the current LMS database a new solution incorporates the existing catalog of all available educational assets with course numbers, names and descriptions (content to be created and maintained by the AOUSC) with only active/available offerings displayed.
  - Experience Application Programming Interface (xAPI\*) and Sharable Content Object Reference Model (SCORM) conformant.
  - Display time in regular (non-military) format.
  - Ability to delete data information/fields.
  - Ability to configure required fields based on related admin/user processes (e.g., course/offering creation and adhoc training record entry).
  - Flexible means for pushing training (performing automatic registration) to learners based on user roles, organizations, mandatory schedules, etc.
  - Provide a student transcript.
  - Display domain calendar of offerings/training events (Per domain main page).
  - Enrollment management (waitlist, etc.) with auto enroll when seat opens and administrative override (overbook).
  - Seat reservation for new hire (unnamed person).

- Ability to associate resource assignments and locations (instructors, classrooms, etc.) for Instructor Led Training course delivery.
  - Customizable certificates/awards.
  - Permission based help function with ability to offer usage hints or create help.
- b) LMS security standard shall be compliant with either Federal Risk and Authorization Management Program (FedRAMP) Moderate level or the Judiciary Information Security Framework (JISF), see Section 8.0 of this PWS.
- c) LMS shall be scalable for an **unlimited** number of users and educational assets.
- d) LMS needs to consist of a production (live) and test (training) environment. The test database shall be updatable to mirror the production environment on request.
- Refresh the development environment to mirror the production environment upon update of production.
  - Admin ability to clone class offerings for multiplication locations, dates and times.
- e) LMS needs to integrate with Blackboard, Skillsoft, Human Resources Management Information System (HRMIS) and Judiciary Enterprise Network Information Exchange (JENIE); including existing Single Sign-On (SSO) integration with the AOUSC's JENIE portal.
- Single Sign-On interface using a Security Assertion Markup Language (SAML) 2.0 with an internal service provider.
- f) LMS services to be performed include updating AOUSC's Skillsoft integration enough to create courses and Web-Based Training offerings and link these to the Skillsoft content modules.
- Deactivate discontinued Skillsoft courses and related offerings.
  - Structured process for updating of AOUSC's Skillsoft integration.
- g) LMS needs to allow data import via the User Interface, including individual person records, course transcript records, and course/offerings data, allowing administrators to do all in batch mode.
- Ability to create and update user records and course/offerings by a designated program and job from a secure File Transfer Protocol (FTP) site available on the internet.
  - Course catalog view with multiple configuration options.
  - Up and Downloadable materials in all formats (Microsoft Office applications and PDFs at a minimum).
  - Ability to record external training credits and store related completion certificates.
- h) LMS shall be available 24 hours a day 7 days a week, except for routine outages.
- Mobile accessibility within the Judiciary's virtual private network (VPN).
- i) LMS needs the ability to provide individualized, configurable main page/interface per domain, with ability to add external links, graphics and colors to main page for each domain (portlets/widgets configurable at the domain admin level).
- Search function across all educational assets.
  - Catalog with ability to view only actual offerings or usable assets.
  - Ability to customize notifications to learners/managers with registration confirmations, reminders, course completions and other announcements (e.g., emails for manager approval or offering reminders) at the domain level.
  - "What's New" Feed for communicate with domain admins.
- j) LMS needs to have robust reporting tools for all learning elements, with configuration capability for domain admins and supervisors.

- Flexible privilege capabilities to allow for multiple administrator/domains, allowing each to manage and view only data in their domain. Supervisory level views of all records of assigned employee with the ability to enroll, approve/deny training registration requests and select manager related analytics (reports).
  - Ability to create analytic reports at the domain admin level.
  - Ability to capture Instructor credits for course offerings and connect results to analytics.
  - Ability to audit and report administrator actions and activities.
- k) LMS needs to have the ability to configure role creation and modification.
- Ability for all admins to create, display, edit courses/offerings, curriculums, certifications, learning plans, programs for various user roles as well as organizational areas.
  - Full and remote administration by the AOUSC for all data.
  - Ability for admins to proxy as another user to see the system as that user for troubleshooting.

#### 4.0 LMS REPORTS

Robust reporting tools for all learning elements, with customization capability for domain admins and managers as well as canned reports including:

- Course completion/in progress/enrolled system-wide
- Class rosters
- Assessment scores
- Certification
- Individual learner progress
- Evaluations and course ratings
- Instructor and Learner credit
- External (ad hoc) training
- User activity data/Audit (actions taken, time on the system, pages/areas visited, etc.)

#### 5.0 LMS AVAILABILITY

The LMS shall be available 24 hours a day 7 days a week except for routine outages (i.e., time required for patches, firmware updates, viruses/malware and bug fixes). The contractor shall provide U.S. based customer support accessible via toll-free phone number, email and website. The contractor shall provide timely notification of bugs, updates, and revisions for all products covered under this requirement. Electronic notification and distribution are preferred.

##### a) Non-emergency Updates

Scheduled routine maintenance which includes patches and updates, minor bug fixes, refreshes (development environment) and system upgrades.

All non-emergency updates shall occur over the weekends between 11:59 pm Friday to 2 pm Sunday EST and shall be coordinated with the Contracting Officer's Representative (COR) via email five (5) business days prior to initiation.

##### b) Emergency Updates

Any non-scheduled maintenance which includes patches and updates, viruses, malware, major bug fixes and system upgrades.

All emergency updates shall be brought to the COR's attention via phone with a follow-up email within fifteen

(15) minutes after discovery. Within sixty (60) minutes of notification, the contractor shall provide a written plan/solution that explains and resolves the emergency to the COR, via email.

If an emergency occurs, the system shall not be down no longer than four (4) hours. Any longer than four (4) hours requires COR approval.

c) Redundancy

The LMS shall have system redundancy, backup and failover capabilities. The contractor shall periodically test backup to ensure the backup is working properly.

## 6.0 LMS SUPPORT

a) System Maintenance: indexing of catalog, chronology jobs and logs, notification, single Sign On with JENIE, and server login.

b) Provide ongoing technical support services including troubleshooting, response(s) and resolutions, testing and documentation.

c) Facilitation support (onsite and/or virtual) as needed for implementation and ongoing training.

d) Create and document the testing data scripts and integrations in development and production environments.

e) Document best practices for system processes to ensure users address all required fields.

f) Advise system admins on user interface configuration (i.e., themes, desktop layout and logo) and maintenance of business rules (i.e., enable and disable functionalities per the Judiciary's needs).

g) Direct technical support for basic and customized LMS functionality.

h) U.S. based help desk available for top level AO administrators (unless otherwise noted) from 8AM to 8PM EST. except for federal holidays and weekends.

## 7.0 LMS SECURITY

a) Security Compliance and Privacy Data Protection

The contractor shall protect all sensitive and personal data as outlined in Clause 7-35, Disclosure or Use of Information and 2-140, Judiciary IT Security Standards.

The contractor shall follow and remain compliant with the Federal Risk and Authorization Management Program (FedRAMP) and/or at a minimum the Judiciary Information Security Framework (JISF) requirements based on the security categorization of the system.

The FedRAMP security level shall be maintained at the Moderate level and must apply to the Infrastructure (IaaS, Software (SaaS) and Platform (PaaS). JISF is a tailored version of NIST SP 800-53, the contractor shall meet this standard in order to meet the security needs of the Judiciary.

If complying with JISF requirements, the contractor shall engage with the IT Security Officer (ITSO), Information System Security Officer (ISSO), and other designated security personnel to ensure all security and privacy requirements are met. Contractor shall allow ITSO to perform random security testing to ensure continual compliance with JISF requirements.

b) Security and Privacy Documentation

The contractor shall ensure all security and privacy documentation is delivered to the IT Security Officer (ISO), Information System Security Officer (ISSO), and other designated recipients. Documentation includes, but not limited to:

- System Security Plan (SSP) – blue print that documents the information security requirements (based on the category of the information system) and the controls that are either implemented or planned to be implemented.

- Contingency Plan – document that provides details on measures the organization will take to recover the services following any disruptions.
- Configuration Management Plan – defines how the changes (updates and/or upgrades) to the information system will be documented, approved, implemented, controlled, and audited.
- Incident Response Plan – documents the procedures along with the roles and responsibilities of all stakeholders in case of an information security or privacy incident.
- Risk Management Plan – document that provides details on how the organization plans to manage risks associated with the use of IT solution or services, since all risks cannot be avoided.

## 8.0 TRANSITION

The contractor shall provide phase-in transition from two separate support contractors to the new LMS. Phase-in transition shall be completed by June 30, 2020. The transition includes but is not limited to:

- Creation of transition plan that demonstrates how the contractor will successfully transition from two contractors to one by the June 30, 2020 deadline.
- Create, conduct and document onsite training for Admins
- Develop interface to load user records REST API (Representational state transfer Application Programming Interface) from JENIE
- Test and Government Acceptance of new LMS

The contractor shall provide phase-out transition from this contract to the recompetes. Submit a phase-out plan which details how the contractor will successfully transition to the new contractor if not the incumbent. The transition includes but is not limited to:

- Export of AOUSC content packages to be retained on media and delivered to AOUSC upon request.

## 9.0 LMS DELIVERABLES

- Bi-weekly status report due to COR by close of business (COB) the 2<sup>nd</sup> and 4<sup>th</sup> Tuesday of each month via email.
- Emergency status report due to the COR by COB of the next business day.
- Emergency Update due to COR within sixty (60) minutes of initial notification.
- Final transition plan two business days after award.
- Provide documentation (i.e., job aids, user guides, videos, etc.) for admin and basic use.
- Ability to export finalized configurations from the development environment to the production environment plus document the process.
- Documentation of system changes and related functionality to be provided after bugs fixes, updates, etc. to be provided within 5 days after completion.
- Security and Privacy Documentation to be provided 60 days after official award. These documents must be live (always available) and kept current:
  - System Security Plan (SSP)
  - Contingency Plan
  - Configuration Management Plan
  - Incident Response Plan
  - Risk Management Plan

## 10.0 PERIOD OF PERFORMANCE

Phase-in transition is four (4) months from date of award and live performance starts August 1, 2020 thru July 31, 2021 and the potential for four (4) options on the anniversary.

## 11.0 PLACE OF PERFORMANCE

Contractors facility. Contractor will be required to attend meetings at the Administrative Office of US Courts.

### **Section D - Packaging and Marking** No Clauses

### **Section E - Inspection and Acceptance** No Clauses

### **Section F - Deliveries or Performance** No Clauses

### **Section G - Contract Administration Data** No Clauses

### **Section H - Special Contract Requirements** No Clauses

### **Section I - Contract Clauses** No Clauses

### **Section J - List of Attachments**

### **Section K - Representations, Certifications and Other Statements of Offerors or Respondents** No Provisions

### **Section L - Instructions, Conditions and Notices to Offerors or Respondents**

Clause L-1 Proposal Due Date and Time was deleted.

#### L-1 Proposal Due Date and Time

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**IMPORTANT NOTE:** Those who intend to submit a response to the solicitation's Technical Demonstration Capability and Security proposal shall submit an email notification to the following email address: Anita\_Middleton@ao.uscourts.gov, **NO LATER THAN 12:00PM ET., Friday, January 17, 2020**, of their intent along with the name and point of contact information to include mobile and email addresses for those designated individuals who shall be responsible for coordinating and scheduling the On-Line LMS Demonstration to allow for enough time to coordinate for the live testing.

***Technical Demonstration Capability and Security Proposal:*** The offeror shall submit the proposal response electronically to the following email address: Anita\_Middleton@ao.uscourts.gov by **10:00AM ET, Monday, February 3, 2020**. All proposals shall be titled "**Solicitation Number: USCA20R0024, Learning Management System**". Hardcopy submission of proposals will NOT be accepted. The offeror shall provide an on-line testing module for the Judiciary personnel to access for Judiciary test the script, Attachment J-2, and shall submit a written mini-proposal for the Security response. The offeror shall note that it is their sole responsibility to ensure timely receipt of electronic proposals by solicitation closing date and time.

***Technical Solution Proposal:*** The offeror shall submit the proposal response electronically to the following email address: Anita\_Middleton@ao.uscourts.gov by **12:00PM ET, Friday, March 6, 2020**. All proposals

shall be titled “**Solicitation Number: USCA20R0024, Learning Management System**”. Hardcopy submission of proposals will NOT be accepted. The offeror shall note that it is their sole responsibility to ensure timely receipt of electronic proposals by solicitation closing date and time.

Clause L-2 Submission of Offerors was deleted.

## L-2 Submission of Offerors

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- a) This solicitation is being conducted into multi-step process: (1) Advisory Pre-proposal phase and (2) Proposal phase.
- b) Technical Demonstration Capability and Security Proposal: This advisory phase requires the offeror to demonstrate that the proposed Learning Management System (LMS) meets the Section C-1, paragraph 8.0 LMS Security and the online scenarios of the proposed LMS solution based on Attachment 2, LMS Script for Contractor On-Line LMS Demonstration.
- *LMS Security Demonstration*: The offeror shall provide proof their proposed LMS solution is either Fed-RAMP compliant and/or the Judiciary Information Security Framework (JISF). The offeror shall demonstrate this compliance by submitting a Security Plan (**5 pages**) that addresses either security options or both to include but not limited to Platform as a Service; Software as a Service; and Infrastructure as a Service. If addressing FedRAMP, the offeror, within the Security Plan, shall provide their sponsors name, whether they are listed within MAX.gov, and what part of the proposed solution is considered FedRAMP compliant. If addressing JISF, the offeror, within the Security Plan, shall demonstrate their knowledge and compliance to clauses 2-140, Judiciary IT Security Standards, 7-35, Disclosure or Use of Information, and JISF.
  - *On-Line LMS Demonstration*: The offeror shall provide the judiciary with an online testing environment that gives the judiciary a hands-on way to determine the performance of the proposed LMS in accordance with the attached script, Attachment 2.
  - *Advisory Response*: The Judiciary will evaluate pre-proposal responses in accordance with the evaluation criteria in Section M and will advise each offeror in writing either that they will be invited to participate in the next phase or, based on the information submitted, that it is unlikely the offeror will be a viable competitor.
- c) Solution Proposal Submission: This phase requires the offeror to submit a proposal in response to this RFP. The offeror shall not resubmit a response for paragraph 8, LMS Security, of Section C-1. The responses received under the first phase will transfer forward to the second phase. The offeror’s proposal submission shall submit three separate volumes in response to this RFP. The volumes are as follows: Volume I – Technical Proposal; Volume II – Past Performance Proposal; Volume III – Price Proposal; Volume IV – Solicitation Compliance.
- *Volume Ia – LMS Security Proposal (page number will be listed individually)*: The offeror shall provide proof their proposed LMS solution is either Fed-RAMP compliant and/or the Judiciary Information Security Framework (JISF). If addressing FedRAMP, the offeror, within the Security Plan, shall provide their sponsors name, whether they are listed within MAX.gov, and what part of the proposed solution is considered FedRAMP compliant. If addressing JISF, the offeror shall demonstrate their knowledge and compliance to clauses 2-140, Judiciary IT Security Standards, 7-35, Disclosure or Use of Information, and JISF. The offeror shall provide proof that either security option or both addresses but not limited to Platform as a Service; Software as a Service; and Infrastructure as a Service. (**3 pages**). The offeror shall also provide Section I (one) of their System Security Plan, Contingency Plan (**3 pages**), Configuration Management Plan (**3 pages**), Incident Response Plan (**3 pages**), and Risk Management Plan (**3 pages**).
  - *Volume Ib – Technical Proposal (30 pages)*: The offeror shall submit a technical proposal that details the commercial solution in response to Section C-1 minus paragraph 8. The offeror shall detail their management plan in response to the solicitation to include Key Personnel, Clause 2-65. The offeror shall submit a quality assurance plan with recommendation of incentives and disincentives. **Note**: Section C-1, Paragraph



8 is part of the Technical Proposal but will not be resubmitted within the technical proposal.

- *Volume II – Past Performance:* Past performance is divided up into two parts Corporate Experience and Past Performance Questionnaires. All past performance experience shall address same or similar size and scope of work within the past three years as stated in Section C-1 of this RFP. The Offeror shall submit information a minimum of three but no more five acquisitions.
- *Corporate Experience (2 pages per experience):* Offeror shall describe the offeror’s role, date(s) of performance and the total dollar amount of the acquisition. For each experience provided, at a minimum offeror must provide a narrative showing offeror’s experience and capability, providing the services identified in this solicitation. The information provided must be clear as to whether the work was performed as the prime or subcontractor. Describe offeror’s overall management control of any subcontractor(s) for the contracts, and how this relationship provided quality service to the customer. Provide a narrative explaining offeror’s approach to overcoming challenges that may be encountered while providing services required in the contracts; explain how offeror resolved any problems encountered during the performance of services under the contracts.
- *Questionnaires, Attachment 1:* For each customer referenced in the Corporate Experience section above, offeror must send the Questionnaire to the customer for completion. The offeror is required to complete blocks 1 through 2. The customer is to complete block 3 through 20. The questionnaire shall be submitted by the customer to the contracting officer by the proposal due date.
- *Volume III – Price:* Offeror shall provide a Firm-Fixed Price for the mandatory CLINs in Section B of this solicitation. Offeror shall provide a detailed breakdown of the proposed price and a commercial price list, if one is available. Pricing information shall NOT be presented within the Technical Proposal Volume.
- *Volume IV – Solicitation Compliance:* Offeror shall place all signed amendments and a signed block 28 of the solicitation cover form. The offeror shall provide a completed Clause 7-10 Contractor Representative, Clause 3-130 Authorized Negotiators, 3-20 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters, and 3-5 Taxpayer Identification and Other Offeror Information.

d) *Proposal Preparation:* The offeror’s proposal pages shall be typed and numbered using a font no smaller than 12-point Times New Roman or Arial font. Information submitted in excess of the page limitations identified for each proposal section will not be considered or evaluated. A cover sheet, 1-page executive summary, table of contents, definitions/terms page or any similar reference type information used in any part of the proposal will not count toward any page limitation.

The offeror shall confine submissions to essential matters, enough to define the proposal in a concise manner, to permit a complete and accurate evaluation of the proposal. The offeror is cautioned that a restatement of the technical requirements in the solicitation does not demonstrate an understanding of the requirement or capability to perform. The offeror is responsible for including enough details to permit a complete and accurate evaluation of each proposal. Proprietary information shall be clearly marked.

## Section M - Evaluation Factors for Award

Clause M-1 Evaluation Criteria was deleted.

### M-1 Evaluation Criteria

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The judiciary intends to award a firm-fixed price contract to one responsible offeror providing a proposal that conforms to the requirements of the solicitation, which is determined to represent the best value tradeoff to the judiciary based on the following evaluation factors:

- Technical Demonstration Capability and Security Proposal
- Solution Submission –

- Volume I – Technical Proposal
- Volume II – Past Performance Proposal
- Volume III – Price Proposal
- Volume IV – Solicitation Compliance

(a) The judiciary will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Technical Demonstration Capability and Security Proposal is more important than Technical Proposal and Past Performance Proposal. Technical Proposal is more important than past performance. Technical Demonstration Capability and Security, Technical, and Past Performance Proposals are significantly more important than price. The judiciary may make trade-offs between technical excellence and price when determining which proposal offers the best value. Trade-offs will be based on judiciary's assessment of whether the technical excellence offered provides added value, added capability, and/or reduced risk to the judiciary. The importance of price in the evaluation will increase with the degree of equality of the technical proposals or when the price is significantly high as to diminish the value of the technical superiority.

(b) *Options.* The judiciary will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the judiciary may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

Clause M-2 Evaluation Approach was deleted.

#### M-2 Evaluation Approach

*Technical Demonstration Capability and Security Proposal:* The judiciary will evaluate the two advisory categories: Section C-1, paragraph 8.0 LMS Security and the demonstration of the online scenarios of the proposed LMS solution, see Attachment J-2, to assess whether or not the offeror can meet the security requirements and has a viable COTS online LMS. Offerors will be notified whether their Security Plan and LMS is a likely or unlikely viable solution for the judiciary.

#### *Technical Solution Evaluation:*

**Volume Ia – LMS Security Proposal:** The judiciary will evaluate the offeror's security response to Section C-1, paragraph 7.0 LMS Security per the criteria set in Section L. The evaluation of this proposal will result in a go /no go decision. If the security proposal is found to be a no go, the offeror will no longer considered for award.

**Volume Ib – Technical Proposal:** The judiciary will evaluate the offeror's technical solution to assess the degree of understanding of the work and feasibility of completing each of the requirements in Section C of this solicitation, including the Technical Demonstration Capability and Security Proposal.

**Volume II – Past Performance Proposal:** The judiciary will evaluate the offeror's demonstrated ability to provide the services required in Section C of the solicitation. The judiciary will evaluate the past performance questionnaire, Attachment 1, submitted in accordance with Section L of the solicitation to assess the level of

risk of offeror's ability to successfully perform the contract. The judiciary reserves the right to contact and use information provided by the references and any other sources. The offeror will be evaluated neither favorably nor unfavorably on past performance if no relevant information on past performance is provided by the offeror or obtained by the judiciary.

**Volume III – Price:** The judiciary will be evaluate the offeror's proposed price for reasonableness. Price reasonableness will be evaluated based upon comparison to historical pricing for similiar services, and information provided in the proposal on how the price was derived. Offerors will be evaluated for award by adding the total price for all option periods, plus a six (6) month extension. Any proposal that is materially unbalanced as to price may not be considered. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is determined by the Government to be significantly overstated or understated.

The judiciary may make trade-offs between technical excellence and price when determining which offeror offers the best value.

**Volume IV – Solicitation Compliance:** The judiciary will evaluate the entire proposal for completeness in accordance with Section L of this solicitation.