

**REQUEST FOR QUOTATION
(THIS IS NOT AN ORDER)**

1. REQUEST NO. USCA19Q0064		2. DATE ISSUED 05/29/2019		3. REQUISITION/PURCHASE REQUEST NO. TD190011		NOT USED	
5a. ISSUED BY Kimberley Tucker, 202-502-2317 Procurement Management Division Administrative Office of the United States Courts One Columbus Circle, N.E. Suite 3-250 Washington, DC 20544-0001						6. DELIVER BY (date) See Line Items	
5b. FOR INFORMATION CALL (NO COLLECT CALLS)						7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule)	
						9. DESTINATION	
NAME Kimberley Tucker				TELEPHONE NUMBER		Office of Defender Services Administrative Office of the United States Courts One Columbus Circle, N.E. Suite 4-240 Washington, DC 20544-0001	
AREA CODE 202		NUMBER 502-2317 Ext.:					
8. TO:							
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 06/05/2019 16:00:00				IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.			

11. SCHEDULE (Include applicable Federal, State and local taxes)

CLIN NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
0001	22 Improv Actors to participate in Defender Services Office (DSO) Criminal Justice Act Trial Skills Academy at Indiana University Robert H. McKinney School of Law in Indianapolis, Indiana	1	Service		

Period of Performance: 07/21/2019 to 07/26/2019

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS	
				NUMBER	PERCENTAGE
NOTE: Additional provisions and representations [] are [X] are not attached.					
13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION
a. NAME OF QUOTER			16. SIGNER		b. TELEPHONE
b. STREET ADDRESS					
c. COUNTY			a. NAME (Type or print)	AREA CODE	
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)	NUMBER	

CLIN NO.	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
0001	22 Improv Actors to participate in Defender Services Office (DSO) Criminal Justice Act Trial Skills Academy at Indiana University Robert H. McKinney School of Law in Indianapolis, Indiana	1	Service		

Period of Performance: 07/21/2019 - 07/26/2019

Descriptions/Specifications/Statement of Work

C-1 Criminal Justice Act Trial Skills Academy Statement of Work (SOW) for 22 Improv Actors

1. Purpose

The purpose of this Statement of Work (SOW) is to obtain vendor services to obtain 22 improv trained actors to participate in Defender Services Office's (DSO) Criminal Justice Act Trial Skills Academy at the Indiana University Robert H. McKinney School of Law in Indianapolis, Indiana July 21-26, 2019. The program is a skills-based workshop that uses a blend of plenary and small group sessions to teach participants.

2. Background

The Criminal Justice Act Trial Skills Academy utilizes experienced faculty and actors to assist participants in the development of their trial skills. This teaching method has been a core part of the Trial Skills Academy since its inception and is consistent with methodologies used in all well-respected trial skills programs throughout the country.

3. Scope of Work

The contractor shall provide 22 Improv trained actors to participate in DSO's Criminal Justice Act Trial Skills Academy. All actors shall be available for the following time slots:

- Sunday, July 21, 2019 from 10:30-11:30 a.m. & 1:45-5:30 p.m.
- Monday, July 22, 2019 from 9:45-11:45 a.m.
- Tuesday, July 23, 2019 from 10:30 a.m.-12:30 p.m.
- Wednesday, July 24, 2019 from 10:30 a.m.-12:30 p.m. (1 actor) & 1:30-4:45 p.m.
- Thursday, July 25, 2019 from 8:30 a.m. – 10:00 a.m. (1 actor) & 10:15 a.m.-12:00 p.m. & 1:30-3:00 p.m.

Written scripts will not be provided to the actors.

4. Actor Requirements

The vendor shall provide a diverse group of actors (male and female) between the ages of 25-65. The actors shall be diverse in racial, cultural/ethnic, and socio-economic backgrounds and possess the following:

- 5 years of improv experience (1-year of experience may have been obtained in a college environment).
- Familiarity with court room environments including basic terms and languages used in court proceedings.
- Ability to think faster than the audience and create a variety of options to respond to comments or situations

in the blink of an eye.

- acting skills to represent a diverse community (i.e., a person from Iowa can portray a person from Brooklyn, New York including accent).

Applicable Clauses

B-5 Clauses Incorporated by Reference OCT 2010

This procurement incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.uscourts.gov/procurement.aspx>.

(END)

3-3 Provisions, Clauses, Terms and Conditions - Small Purchases JUN 2014

(a) The following provisions are incorporated by reference into the request for quotations (RFQ):

(1) Provision 3-70, Determination of Responsibility (JAN 2003)

(2) Provision 3-210, Protests (JUN 2014)

(3) Provision 7-60, Judiciary-Furnished Property or Services (JAN 2003)

(b) The contractor shall comply with the following clauses incorporated by reference:

(1) Clause 1-15, Disclosure of Contractor Information to the Public (AUG 2004)

(2) Clause 2-60, Stop-Work Order (JAN 2010)

(3) Clause 3-205, Protest After Award (JAN 2003)

(4) Clause 7-20, Security Requirements (APR 2013)

(5) Clause 7-30, Public Use of the Name of the Federal Judiciary (JUN 2014)

(6) Clause 7-35, Disclosure or Use of Information (APR 2013)

(7) Clause 7-85, Examination of Records (JAN 2003)

(8) Clause 7-125, Invoices (JAN 2010)

(9) Clause 7-130, Interest (Prompt Payment) (JAN 2003)

(10) Clause 7-135, Payments (JAN 2003) (Payment means acceptance by the inclusion of this clause.)

(11) Clause 7-140, Discounts for Prompt Payment (JAN 2003)

(12) Clause 7-150, Extras (JAN 2003)

(13) Clause 7-185, Changes (APR 2013)

(14) Clause 7-200, Judiciary Delay of Work (JAN 2003) (Applies for products and fixed-price services.)

(15) Clause 7-210, Payment for Emergency Closures (APR 2013)

(16) Clause 7-235, Disputes (JAN 2003)

(c) The contractor shall comply with the following clauses, incorporated by reference, unless the circumstances do not apply:

(1) Clause B-20, Computer Generated Forms (JAN 2003) (Applies when the contractor is required to submit data on standard or optional forms.)

(2) Clause 6-60, Rights in Data - General (JUN 2012) (Applies if data will be produced, furnished, or acquired under the purchase order.)

(3) Clause 7-145, Government Purchase Card (JAN 2003) (Applies when the CO determines that the purchase card can be used to make payments.)

(4) Clause 2-115, Terms for Commercial Advance Payment of Purchases (APR 2013) (Applies if advance payment will be authorized)

(5) Clause 2-115, Alt I (OCT 2006) (Applies if advance payment is authorized for photocopy equipment maintenance)

(6) The following apply to Products only:

a) Clause, 2-25A, Delivery Terms and Contractor's Responsibilities (JAN 2003) (Purchase order will specify whether delivery is expected at destination or origin.)

- b) Clause, 2-45, Packaging and Marking (JAN 2003) (Applies to fixed-price products or for a service involving furnishing of products.)
- c) Clause, 3-155, Walsh-Healey Public Contracts Act (JUN 2012) (Applies to product procurements over \$15,000 for manufacturing or furnishing products)
- (7) The following apply to Services only:
 - a) Clause 1-1, Employment by the Government (JAN 2003)
 - b) Clause 1-5, Conflict of Interest (JAN 2003)
 - c) Clause 3-160, Service Contract Act of 1965 (JUN 2012) (Applies to any purchase order over \$2,500, the principal purpose of which is to furnish services through the use of service employees for work to be performed in the United States, Puerto Rico, Guam, or the U.S. Virgin Islands, **except** where Clause 3-215, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Requirements, or Clause 3-225, Exemption from Application of the Service Contract Act to Contracts for Certain Services Requirements apply. See (c)(7)(g) and (c)(7)(h) below.)
 - d) Clause 7-40, Judiciary-Contractor Relationship (JAN 2003) (Applies to services when not involving judiciary information technology funds.)
 - e) Clause 7-65, Protection of Judiciary Buildings, Equipment and Vegetation (APR 2013) (Applies when services are performed at a judiciary building.)
 - f) Clause 7-205, Payment for Judiciary Holidays (APR 2013) (Applies to time-and-materials or labor-hour procurements.)
 - g) Clause 3-215, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements (APR 2011) (Applies if the request for quotation included Provision 3-195 and the contractor certified its compliance with the conditions stated in the provision.)
 - h) Clause 3-225, Exemption from Application of the Service Contract Act to Contracts for Certain Services - Requirements (APR 2011) (Applies if the request for quotation included Provision 3-220 and the contractor certified its compliance with the conditions stated in the provision.)
- (d) *Inspection/Acceptance*. The contractor shall tender for acceptance only those products and/or services that conform to the requirements of this procurement. The judiciary reserves the right to inspect or test any products or services that have been tendered for acceptance. The judiciary may require repair or replacement of nonconforming products or re-performance of nonconforming services at no increase in contract price. The judiciary must exercise these rights:
 - (1) within a reasonable period of time after the defect or non-conformance was discovered or should have been discovered; and
 - (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (e) *Excusable delays*. The contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The contractor shall notify the contracting officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the contracting officer of the cessation of such occurrence.
- (f) *Termination for the judiciary's convenience*. The judiciary reserves the right to terminate this procurement, or any part hereof, for its sole convenience. In the event of such termination, the contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this procurement, the contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the contractor can demonstrate to the satisfaction of the judiciary, using its standard record keeping system, have resulted from the termination. The contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the judiciary any right to audit the contractor's records. The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.
- (g) *Termination for cause*. The judiciary may terminate this procurement, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any contract terms and condi-

tions, or fails to provide the judiciary, upon request, with adequate assurances of future performance. In the event of termination for cause, the judiciary shall not be liable to the contractor for any amount for products or services not accepted, and the contractor shall be liable to the judiciary for any and all rights and remedies provided by law. If it is determined that the judiciary improperly terminated this procurement for default, such termination shall be deemed a termination for convenience.

(h) *Warranty*. The contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this procurement.

(END)

Representations, Certifications and Other Statements of Offerors or Respondents

3-5 Taxpayer Identification and Other Offeror Information APR 2011

(a) *Definitions*

"Taxpayer Identification (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a social security number or an employer identification number.

(b) All offerors shall submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to payment recording requirements, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN):*

☐ TIN has been applied for.

☐ TIN is not required, because:_____

☐ Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the federal government.

(e) *Type of organization:*

☐ sole proprietorship;

☐ partnership;

☐ corporate entity (not tax-exempt);

☐ corporate entity (tax-exempt);

☐ government entity (federal, state or local);

☐ foreign government;

☐ international organization per-26 CFR 1.6049-4;

☐ other _____.

(f) *Contractor Representations*

The offeror represents as part of its offer that it is ☐, is not ☐ , 51% owned and the management and daily operations are controlled by one or more members of the selected socio-economic group(s) below:

☐ Women Owned Business

☐ Minority Owned Business (if selected, then one sub-type is required)

☐ Black American Owned

☐ Hispanic American Owned

☐ Native American Owned (American Indians, Eskimos, Aleuts, or Native Hawaiians)

☐ Asian-Pacific American Owned (persons with origins from Burma, Thailand, Malaysia, Indone-

sia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)

☐ Subcontinent Asian (Asian-Indian) American Owned (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)

☐ Individual/concern, other than one of the preceding.

(END)

Instructions to Offerors or Respondents

B-1 Solicitation Provisions Incorporated by Reference OCT 2010

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<http://www.uscourts.gov/procurement.aspx>.

(END)

L.1 Instructions to Quoters

L.1 Quote Due Date

Offerors shall submit their quote response electronically to Kimberley Tucker, Contracting Officer, via email at Kimberley_Tucker@ao.uscourts.gov by **4pm, ET., Wednesday, June 5, 2019**. All quotes shall be titled, "Solicitation No: USCA19Q0064, Actors for CJA Trials Skills Academy". **Hardcopy submission of quotes shall NOT be accepted.** Offerors shall note that it is their sole responsibility to ensure successful and timely receipt of electronic quotes by solicitation closing date and time.

L.2 Quote Instructions

Quotes are expected to conform to solicitation provisions and be prepared in accordance with this section. To aid in evaluation, the quote shall be clearly and concisely written as well as being neat, indexed and logically assembled. All pages of each part shall be appropriately numbered and identified with the name of the offeror, the date, and the solicitation number.

Quotes shall be prepared and divided as follows:

Volume I – Technical Quote:

The Technical Quote shall be evaluated strictly on the merit of the material submitted. Offerors shall not include price information within the Technical Quote.

The Technical Quote shall include:

I. Technical Capability – All of the solicitation requirements are mandatory. The quoter's quote shall be assessed to determine if the quoter can meet all Statement of Work requirements.

The quoter's technical quote shall provide the following information:

Offerors shall submit one resume/bio for each of the proposed 22 improv trained actors.

The resume/bio submitted for each actor must be of the actual individual the quoter plans to assign to the purchase order should an award be made. Each resume/bio submitted must contain the following information:

1. Name and Up-to-date Contact Information
2. Head Shots and Description of Physical Attributes (height, hair and eye color, and weight)
3. Memberships (acting organizations or unions)
4. Past Experience (must show a minimum of 5 years of improvisation indicating whether or not the experience was gained for theater productions, movie roles, television productions, or other)
5. Training (include additional training courses that are different from formal education received. Include contact information of trainers and studios as well as acting techniques learned).
6. Description of Primary Acting Skills (including a characters played/portrayed such as jurors, lawyers, judges, witnesses, plaintiffs, defendants, bailiff, stenographer, court room visitors)
7. A dated and signed statement of an official of the company certifying that the information of the resume/bio is true and accurate to the best of his/her knowledge.

Volume II – Price Quote:

Offerors must quote a firm fixed price.

The Judiciary requires prices to be effective for a period of at least 60 days. The offeror may specify a period longer than the stated minimum effective period but may not specify a period shorter than the stated minimum effective period. Any offer specifying less than the Judiciary's minimum effective period may be rejected.

Evaluation of Quotes

M.1 Basis for Award

M.1 Evaluation of Quotes

To be acceptable and eligible for evaluation, the quoter's quote shall be prepared in accordance with the instructions given in Section L of this solicitation document.

The quoter's quote will be evaluated to be considered Technically Acceptable using the Pass/Fail Factors stated in paragraph M.2. Quotes that have been determined Technically Acceptable will be further evaluated to determine Lowest Price.

The Judiciary reserves the right to establish a competitive range and eliminate from consideration any quote that does not meet the minimum requirements established within the solicitation or any proposed quote (price) that is unrealistically high or low.

M.2 Technical Factor(s) for Award

The technical quote will be evaluated on an "Acceptable/Unacceptable" basis to determine the technical acceptability of the offeror with regard to its understanding and acceptance of the requirements of the Government. Offerors that merely restate the requirements of the solicitation without expounding on how they will meet each of the requirements will be considered non-responsive. The technical quote shall clearly demonstrate the offeror's capability to provide the required 22 improv trained actors meeting the Statement of Work requirements.

To be considered technically acceptable, an offeror must receive a rating of "Acceptable" for the following factor:

Technical Capability – Technical Acceptability for this factor is defined as the quoter's submission of the following:

1. Resumes/bios including photographs for 22 improv trained actors between the ages of 25-65.
2. The resumes/bios submitted represent a diverse group of actors. Diversity includes male and female, racial, cultural/ethnic, and socio-economic backgrounds.
3. The resumes/bios shows that each of the 22 actors submitted possess a minimum of 5 years of improv experience (1-year of experience may have been obtained in a college environment).

M.3 Evaluation of Price

The offeror's proposed pricing will be evaluated for price reasonableness. Prices may not be rounded to more than two decimal places. If a proposed price is rounded more than two decimal places, the judiciary reserves the right to adjust prices by rounding to two decimal places.

M.4 Purchase Order Award

The Government intends to issue a single award contract resulting from this solicitation. Contract award will be made to the responsible offeror whose offer is determined to be technically acceptable at the lowest price to the government. An offeror's technical quote must receive an overall rating of "Acceptable" to be determined technically acceptable to be considered further for award.

The Government may proceed with award under this solicitation on initial quote submission and without conducting discussions, therefore, offerors are encouraged to initially submit their most favorable quote.