

SOLICITATION/CONTRACT/ORDER OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30			1. REQUISITION NUMBER HRS200007	
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER USCA20R0024	6. SOLICITATION ISSUE DATE 01/10/2020
7. FOR INFORMATION CALL:	a. NAME Anita Middleton		b. TELEPHONE NUMBER (No collect calls) 202-502-3832	8. OFFER DUE DATE / LOCAL TIME See Section L-1

9. ISSUED BY Procurement Management Division Administrative Office of the United States Courts One Columbus Circle, N.E. Suite 3-250 Washington, DC 20544-0001	CODE	PMD	10.	NOT USED
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13. NOT USED	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input checked="" type="checkbox"/> RFP	
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15. DELIVER TO Office of Human Resources Administrative Office of the United States Courts One Columbus Circle, N.E. Suite 5-500 Washington, DC 20544-0001	CODE	HRS	16. ADMINISTERED BY (if other than Block 9)	CODE
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17a. CONTRACTOR/OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE
Telephone No.			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/>	

<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/>			
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES <small>(Use Reverse and/or Attach Additional Sheets as Necessary)</small>	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
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See Lines

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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27. Applicable terms and conditions are as stated in the continuation pages.

<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ . YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF THE CONTRACTING OFFICER (TYPE OR PRINT)	31c. DATE SIGNED

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
	42b. RECEIVED AT (<i>Location</i>)
	42c. DATE REC'D (YY/MM/DD)
	42d. TOTAL CONTAINERS

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Section B - Supplies or Services and Prices/Costs

CLIN NO.	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
0001	Phase-In Transition in accordance with Section C, Paragraph 9.0.	1	Service		

Period of Performance:03/13/2020 - 06/30/2020

CLIN NO.	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
0002	Fully Deploy the Learning Management System in accordance with Section C	1	Service		

Period of Performance:07/01/2020 - 06/30/2021

CLIN NO.	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
0003	Clause 2-90C Option to Extend Services -- This CLIN is being added for evaluation purposes only	1	Service		

Period of Performance:03/13/2025 - 09/12/2025

CLIN NO.	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
1002	OPTION 1: The Learning Management System Services in accordance with Section C	1	Service		

Period of Performance:07/01/2021 - 06/30/2022

CLIN NO.	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
2002	OPTION 2: The Learning Management System Services in accordance with Section C	1	Service		

Period of Performance:07/01/2022 - 06/30/2023

CLIN NO.	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
3002	OPTION 3: The Learning Management System Services in accordance with Section C	1	Service		

Period of Performance:07/01/2023 - 06/30/2024

CLIN NO.	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
4001	OPTION: Phase-Out Transition in accordance with Section C, Paragraph 9.0.	1	Service		

Period of Performance:12/13/2024 - 03/12/2025

CLIN NO.	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
4002	OPTION 4: The Learning Management System Services in accordance with Section C	1	Service		

Period of Performance:07/01/2024 - 03/12/2025

Section C - Descriptions/Specifications/Statement of Work

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 should 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 needs to 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 needs to 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 needs to 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 recompet. 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

- a) Bi-weekly status report due to COR by close of business (COB) the 2nd and 4th Tuesday of each month via email.
- b) Emergency status report due to the COR by COB of the next business day.
- c) Emergency Update due to COR within sixty (60) minutes of initial notification.
- d) Final transition plan two business days after award.
- e) Provide documentation (i.e., job aids, user guides, videos, etc.) for admin and basic use.
- f) Ability to export finalized configurations from the development environment to the production environment plus document the process.
- g) Documentation of system changes and related functionality to be provided after bugs fixes, updates, etc. to be provided within 5 days after completion.
- h) 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

Clause(s) Incorporated By Reference, see Clause B-5

Clause	Title	Date
2-5B	Inspection of Services	APR 2013

Section F - Deliveries or Performance

Clause(s) Incorporated By Reference, see Clause B-5

Clause	Title	Date
2-60	Stop-Work Order	JAN 2010
7-200	Judiciary Delay of Work	JAN 2003

Section G - Contract Administration Data

Clause(s) Incorporated By Reference, see Clause B-5

Clause	Title	Date
2-120	Submission of Invoice	OCT 2006
3-305	Payment by Electronic Funds Transfer-System for Award Management (SAM) Registration	APR 2013
7-1	Contract Administration	JAN 2003
7-125	Invoices	APR 2011
7-5	Contracting Officer's Representative	APR 2013

7-10 Contractor Representative JAN 2003

(a) The contractor's representative to be contacted for all contract administration matters is as follows (contractor complete the information):

degree(s)/certification(s) received, major field(s) of study, and approximate number of total class hours);

(d) citizenship status;

(e) experience including, in reverse chronological order for up to ten years, area(s) or work in which a person is qualified, company and title of position, approximate starting and ending dates (month/year), concise descriptions of experience for each position held including specific experience related to the requirements of this contract; and

(f) certification that the information contained in the resume is correct and accurate (signature of key person and date signed, and signature of the supervisor or higher authority and date signed will be accepted as certification).

(7) The contracting officer will promptly notify the contractor in writing of his/her approval or disapproval of all requests for substitution of key personnel. All disapprovals will require re-submission of another proposed substitution within 15 days by the contractor.

(b) The following individuals are designated as key personnel under this contract:

[Contracting Officer to add names upon contract award]

(END)

7-50 Parking APR 2013

There is no contractor parking available at the Thurgood Marshall Federal Judiciary Building (TMFJB). In the event that this contract requires the delivery of equipment or materials to the TMFJB, the contractor shall park delivery vehicles at designated locations within the TMFJB Complex ONLY WHILE LOADING AND UNLOADING THE VEHICLE. Arrangements for pick-up and delivery at the TMFJB shall be coordinated with the Contracting Officer's Representative (COR) and made in accordance with building management policies.

(end)

Section I - Contract Clauses

Clause(s) Incorporated By Reference, see Clause B-5

Clause	Title	Date
B-20	Computer Generated Forms	JAN 2003
1-10	Gratuities or Gifts	JAN 2010
1-5	Conflict of Interest	AUG 2004
1-15	Disclosure of Contractor Information to the Public	AUG 2004
2-140	Judiciary IT Security Standards	APR 2013
2-50	Continuity of Services	JAN 2003
2-55	Privacy or Security Safeguards	JAN 2003
3-105	Audit and Records	APR 2011
3-120	Order of Precedence	JAN 2003
3-205	Protest after Award	JAN 2003
3-25	Protecting the Judiciary's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	JUN 2014
3-300	Registration in the System for Award Management (SAM)	APR 2013
3-35	Covenant Against Contingent Fees	JAN 2003

Clause	Title	Date
3-40	Restrictions on Subcontractor Sales to the Judiciary	JUN 2014
3-45	Anti-Kickback Procedures	JUN 2012
3-50	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JUN 2012
3-55	Price or Fee Adjustment for Illegal or Improper Activity	JUN 2012
6-40	Federal, State, and Local Taxes	JAN 2003
6-60	Rights in Data - General	JUN 2012
7-100B	Limitation of Liability (Services)	JAN 2003
7-110	Bankruptcy	JAN 2003
7-130	Interest (Prompt Payment)	JAN 2003
7-135	Payments	APR 2013
7-140	Discounts for Prompt Payment	JAN 2003
7-15	Observance of Regulations/Standards of Conduct	JAN 2003
7-150	Extras	JAN 2003
7-175	Assignment of Claims	JAN 2003
7-185	Changes	APR 2013
7-20	Security Requirements	APR 2013
7-210	Payment for Emergency Closures	APR 2013
7-215	Notification of Ownership Changes	JAN 2003
7-220	Termination for Convenience of the Judiciary (Fixed Price)	JAN 2003
7-230	Termination for Default - Fixed-Price Products and Services	JAN 2003
7-235	Disputes	JAN 2003
7-25	Indemnification	AUG 2004
7-30	Public Use of the Name of the Federal Judiciary	JUN 2014
7-35	Disclosure or Use of Information	APR 2013
7-40	Judiciary-Contractor Relationships	JAN 2003
7-85	Examination of Records	JAN 2003
2-20A	Incorporation of Warranty	JAN 2003
6-85	Commercial Computer Software License	APR 2013
6-110	Deferred Ordering of Technical Data or Computer Software	JUN 2014

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)

2-90C Option to Extend Services APR 2013

The judiciary may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The contracting officer may exercise the option by written notice to the contractor no later than 15 calendar days prior to the contract's current expiration date.

(END)

2-90D Option to Extend the Term of the Contract APR 2013

(a) The judiciary may extend the term of this contract by written notice to the contractor no later than 15 calendar days prior to the contract's current expiration date; provided that the judiciary gives the contractor a preliminary written notice of its intent to extend at least 30 calendar days [60 days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the judiciary to an extension.

(b) If the judiciary exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed June 30, 2025.

(END)

Section J - List of Attachments

Identifier	Title	Date	Number of Pages
1	Past Performance Questionnaire	12/23/2019	
2	LMS Script for Online Demonstration	12/27/2019	
3	LMS Reports -- AOUSC and Domains	12/27/2019	

Section K - Representations, Certifications and Other Statements of Offerors or Respondents

Provision(s) Incorporated By Reference, see Provision B-1

Clause	Title	Date
3-15	Place of Performance	JAN 2003

3-130 Authorized Negotiators JAN 2003

The offeror represents that the following persons are authorized to negotiate on its behalf with the judiciary in connection with this solicitation (*offeror lists names, titles, and telephone numbers of the authorized negotiators*).

Name: _____

Titles: _____

Telephone: _____

Fax: _____

Email: _____

(END)

3-20 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters APR 2011

(a) (1) The offeror certifies, to the best of its knowledge and belief, that:

(i) the offeror and/or any of its principals:

(A) are ___ are not ___ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency;

(B) have ___ have not ___, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal criminal tax laws, or receiving stolen property;

(C) are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) have ___ have not ___, within a three-year period preceding this offer, been notified of any delinquent federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

ii. The offeror ___ has ___ has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal agency.

(2) "Principal," for the purposes of this certification, means an officer; director; owner; partner; or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division, or business segment, and similar positions).

This certification 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 18 U.S.C. § 1001.

(b) The offeror shall provide immediate written notice to the contracting officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the contracting officer may render the offeror nonresponsible.

(d) Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the judiciary, the contracting officer may terminate the contract resulting from this solicitation for default.

(END)

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, Indonesia, 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)

6-50 Representation of Rights in Data APR 2013

(a) This solicitation sets forth the judiciary's known delivery requirements for data (as defined in Clause 6-60, Rights in Data - General). Any data delivered under the resulting contract will be subject to Clause 6-60, Rights in Data - General included in this contract. Under Clause 6-60, a contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and delivery form, fit, and function data instead. Clause 6-60 also may be used with its Alternates I and/or II to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate.

(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states (*offeror check appropriate block*):

None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

(c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a contract be awarded to the offeror.

(END)

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

Provision(s) Incorporated By Reference, see Provision B-1

Clause	Title	Date
3-100	Instructions to Offerors	APR 2013
3-210	Protests	JUN 2014
3-95	Preparation of Offers	APR 2013
7-60	Judiciary Furnished Property or Services	JAN 2003

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)

4-1 Type of Contract JAN 2003

The judiciary plans to award a Firm-Fixed Price type of contract under this solicitation, and all offers shall be

submitted on this basis. Alternate offers based on other contract types will not be considered.

(END)

L-1 Proposal Due Date and Time

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 **12:00PM ET, Friday, January 31, 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, February 21, 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.

L-2 Submission of Offerors

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 FedRAMP 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 I – 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

M-1 Evaluation Criteria

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.

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 I – 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 evaluate the offeror's proposed price for reasonableness. Price reasonableness will be evaluated based upon comparison to historical pricing for similar 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.