

UNITED STATES TAX COURT

400 Second Street, NW
Washington, DC 20217

Section A – Solicitation/Contract Form

- **Solicitation Number:** USTC-OIS20250001
- **Solicitation Title:** Supporting the USTC Digital Environment
- **Issue Date:** February 6, 2025
- **Closing Date:** March 7, 2025
- **Contract Type:** Fixed-Firm Price on GSA Multiple Award Schedule(s)
60-month Period of Performance with no option years

Section B – Supplies or Services and Prices/Costs

The United States Tax Court (Tax Court or the Court) is issuing this request for quotation (RFQ) to solicit competitive quotations from offerors qualified to provide the services outlined in this solicitation. The Contractor shall provide services, on-site and remotely, in accordance with the Statement of Work below.

This solicitation is issued as a firm-fixed price (FFP) procurement under General Service Administration (GSA) Multiple Award Schedule (MAS) Information Technology category *Information Technology Professional Services* (Category 54151S). The GSA MAS category Highly Adaptive Cybersecurity Services (Category 54151HACS) may also be used but is not required. The Court intends to award the contract to the offeror whose quotation is determined to be the lowest price, technically acceptable (LPTA).

Participation in this RFQ process is not a pre-requisite for consideration in any future solicitations for related projects. This opportunity is being posted on the Court’s public GitHub, <https://github.com/ustaxcourt>. Interested offerors also can request a copy via email to ITProcurement@ustaxcourt.gov.

The Contractor shall submit a quotation based on the requirements listed in Table B.2 below (“Table B.2 Required Staff Augmentation CLINs”).

Additionally, the response must also include details, such as labor hourly rates, for the required and optional contract line-item numbers (CLINs) listed in Tables B.2 and B.3 below (“Table B.3 Optional Staff Augmentation and associated CLINs”) by completing the worksheet “Price Table 5 Yr.” in Attachment B-1: Price Schedule.

CLIN Format	Description
01-XX	Overhead CLINs
02-XX	Docket Access Within a Secure Online Network (DAWSON) CLINs
03-XX	Help Desk CLINs

04-XX	Strategic IT Initiative CLINs
05-XX	Cyber Security CLINs
06-XX	Optional Project Support CLINs

Table B.1 Contract Line-Item Number Categories

Required CLINs	Description	Duration	Pricing
01-XX	OVERHEAD CLINs		
CLIN 01-01	Program Manager / Contract Delivery Manager	60 months	FFP
02-XX	DAWSON CLINs		
CLIN 02-01	DevOps Engineer	60 months	FFP
CLIN 02-02	Delivery Manager	60 months	FFP
CLIN 02-03	Senior Web Developer	60 months	FFP
CLIN 02-04	Systems Engineer	60 months	FFP
CLIN 02-05	User Experience (UX) Researcher / Designer	60 months	FFP
CLIN 02-06	Web Developer	60 months	FFP
CLIN 02-07	Software Quality Assurance Engineer	60 months	FFP
03-XX	HELP DESK CLINs		
CLIN 03-01	Sr. Help Desk Technician	60 months	FFP
CLIN 03-02	Sr. Help Desk Engineer	60 months	FFP
CLIN 03-03	Sr. System Administrator	60 months	FFP
CLIN 03-04	System Administrator	60 months	FFP
04-XX	STRATEGIC IT INITIATIVES CLINs		
CLIN 04-01	Cloud Network Solutions Architect	60 months	FFP
CLIN 04-02	Cloud Network Systems Engineer	60 months	FFP
CLIN 04-03	Cloud Network Operations Administrator	60 months	FFP
CLIN 04-04	UX Researcher / Designer	60 months	FFP
CLIN 04-05	Web Designer	60 months	FFP
CLIN 04-06	Office 365 Engineer	60 months	FFP
CLIN 04-07	Software Quality Assurance Engineer	60 months	FFP
CLIN 04-08	Delivery Manager	60 months	FFP
CLIN 04-09	DevOps Engineer	60 months	FFP
CLIN 04-10	Senior Web Developer	60 months	FFP
CLIN 04-11	Web Developer	60 months	FFP
05-XX	CYBERSECURITY CLINs		
CLIN 05-01	Information Security System Support Officer (ISSO)	60 months	FFP
CLIN 05-02	Cybersecurity Engineer	60 months	FFP

CLIN 05-03	Senior Cybersecurity Analyst	60 months	FFP
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Table B.2 Required Staff Augmentation CLINs

Optional CLINs:

In addition to the FFP base award, this contract will include an additional ceiling of \$5,000,000 for optional CLINs. The Court may exercise these optional CLINs at its sole discretion based on mission needs, funding availability, and contract performance. The offeror acknowledges that the exercise of these options is not guaranteed and will be contingent on the Court's requirements. Furthermore, optional CLINs shall not exceed 12 months or extend beyond the Period of Performance, whichever is shorter. If exercised, all optional CLINs shall be subject to the same terms and conditions as the base award.

Optional CLINs	Description	Duration	Pricing
01-XX	OVERHEAD CLINs		
CLIN 01-02	Program Manager / Contract Delivery Manager	as needed	FFP
CLIN 01-03	Travel	as needed	T&M
CLIN 01-04	Order Level Materials (OLM)	as needed	T&M
02-XX	DAWSON CLINs		
CLIN 02-08	Web Designer	as needed	FFP
CLIN 02-09	DevOps Engineer	as needed	FFP
CLIN 02-10	Delivery Manager	as needed	FFP
CLIN 02-11	Senior Web Developer	as needed	FFP
CLIN 02-12	Systems Engineer	as needed	FFP
CLIN 02-13	UX Researcher / Designer	as needed	FFP
CLIN 02-14	Web Developer	as needed	FFP
CLIN 02-15	Software Quality Assurance Engineer	as needed	FFP
03-XX	HELP DESK CLINs		
CLIN 03-05	Sr. Help Desk Technician	as needed	FFP
CLIN 03-06	Help Desk Technician	as needed	FFP
CLIN 03-07	Jr. Help Desk Technician	as needed	FFP
CLIN 03-08	Sr. Help Desk Engineer	as needed	FFP
CLIN 03-09	Help Desk Engineer	as needed	FFP
CLIN 03-10	Jr. Help Desk Engineer	as needed	FFP
CLIN 03-11	Sr. System Administrator	as needed	FFP
CLIN 03-12	System Administrator	as needed	FFP
CLIN 03-13	Jr. System Administrator	as needed	FFP
04-XX	STRATEGIC IT INITIATIVES CLINs		
CLIN 04-12	Sr. Cloud Network Solutions Architect	as needed	FFP
CLIN 04-13	Cloud Network Solutions Architect	as needed	FFP

CLIN 04-14	Jr. Cloud Network Solutions Architect	as needed	FFP
CLIN 04-15	Sr. Cloud Network Systems Engineer	as needed	FFP
CLIN 04-16	Cloud Network Systems Engineer	as needed	FFP
CLIN 04-17	Jr. Cloud Network Systems Engineer	as needed	FFP
CLIN 04-18	Sr. Cloud Network Operations Administrator	as needed	FFP
CLIN 04-19	Cloud Network Operations Administrator	as needed	FFP
CLIN 04-20	Jr. Cloud Network Operations Administrator	as needed	FFP
CLIN 04-21	UX Researcher / Designer	as needed	FFP
CLIN 04-22	Web Designer	as needed	FFP
CLIN 04-23	Office 365 Engineer	as needed	FFP
CLIN 04-24	Software Quality Assurance Engineer	as needed	FFP
CLIN 04-25	Delivery Manager	as needed	FFP
CLIN 04-26	DevOps Engineer	as needed	FFP
CLIN 04-27	Senior Web Developer	as needed	FFP
CLIN 04-28	Web Developer	as needed	FFP
CLIN 04-29	Business Process Engineer	as needed	FFP
CLIN 04-30	Data Architect	as needed	FFP
CLIN 04-31	Data Engineer	as needed	FFP
CLIN 04-32	Data Scientist	as needed	FFP
05-XX	CYBERSECURITY CLINs		
CLIN 05-04	Sr. Information System Support Officer (ISSO)	as needed	FFP
CLIN 05-05	Information System Support Officer (ISSO)	as needed	FFP
CLIN 05-06	Jr. Information System Support Officer (ISSO)	as needed	FFP
CLIN 05-07	Sr. Cybersecurity Engineer	as needed	FFP
CLIN 05-08	Cybersecurity Engineer	as needed	FFP
CLIN 05-09	Jr. Cybersecurity Engineer	as needed	FFP
CLIN 05-10	Sr. Cybersecurity Analyst	as needed	FFP
CLIN 05-11	Cybersecurity Analyst	as needed	FFP
CLIN 05-12	Jr. Cybersecurity Analyst	as needed	FFP

Table B.3 Optional Staff Augmentation and associated CLINs

Optional CLINs	Description	Duration	Pricing
CLIN 06-01	Project Management	as needed	FFP

CLIN 06-02	Physical Access Control System Support	as needed	FFP
CLIN 06-03	Courtroom System Support	as needed	FFP
CLIN 06-04	Financial System Support	as needed	FFP
CLIN 06-05	Audio/Video System Support	as needed	FFP
CLIN 06-06	Cloud Services Support	as needed	FFP
CLIN 06-07	Software-As-A-Service Support	as needed	FFP
CLIN 06-08	Library Information System Support	as needed	FFP
CLIN 06-09	Hardware and associated Software Refresh Support	as needed	FFP
CLIN 06-10	System Engineering and Architecture Support	as needed	FFP
CLIN 06-11	Cybersecurity Incident Response	as needed	FFP
CLIN 06-12	Vulnerability Assessment & Penetrating Testing	as needed	FFP
CLIN 06-13	Cybersecurity Training for End Users	as needed	FFP
CLIN 06-14	Cybersecurity Project Support	as needed	FFP
CLIN 06-15	Audit Preparation Support	as needed	FFP
CLIN 06-16	Audit Support	as needed	FFP
CLIN 06-17	Software Development Project Support	as needed	FFP
CLIN 06-18	Strategic Initiative Project Support	as needed	FFP
CLIN 06-19	Human Resources System Support	as needed	FFP

Table B.4 Optional Project Support CLINs – These CLINs are for Project Support as opposed to Staff Augmentation and will also be priced as FFP if exercised.

Additional Optional CLINs – Optional CLINs in addition to the ones listed in the above tables may be added to the contract via a contract modification with the agreement of both the Court and the Offeror. The price for optional CLINs that are project based will be negotiated when required.

Section C – Description/Specifications/Statement of Work

C.1 Introduction

The Court is seeking quotations from GSA MAS offerors to provide professional services (staff augmentation or shared services) that can support the breadth of the Court’s technology and IT requirements for a period of performance (PoP) of 60 months with no option years under a FFP contract.

C.2 Background

C.2.1 The Court is an independent Federal court headquartered in Washington, D.C with 35 unmanned courtrooms across the country within Federal facilities. The Court's main location is at the U.S. Tax Court Building at 400 Second Street, NW, Washington, DC 20217. All references to 'on-site' in the Statement of Work refer to this address. The Court provides a national forum for the expeditious resolution of disputes between taxpayers and the Internal Revenue Service (IRS) that allows for careful consideration of the merits of each case and ensures a uniform interpretation of the Internal Revenue Code. The Court is committed to providing taxpayers, most of whom are self-represented, with a convenient place of trial and, when their disputes involve relatively small amounts of tax, simplified procedures. In terms of personnel, the total size of the Court fluctuates between 220 and 250 people (judges and court personnel) over the course of a typical year, the fluctuation being due to interns, externs and overlapping law clerks.

C.2.2 The automation of Tax Court judicial and non-judicial operations are generally enabled with the Court's case management system, DAWSON (dawson.ustaxcourt.gov / <https://github.com/ustaxcourt/ef-cms>) and cloud-based services including Microsoft 365 services, Amazon Web Services (AWS), Azure, and a myriad of other cloud services such as Meraki, mFax, Eagle Eye, Printix, etc. There is very limited technology deployed on premises. The breadth of the Court's technologies is primarily supported by the Office of Information Services (OIS) in which a solicitation would be supported.

C.2.3 OIS is organized into three offices:

- Office of the Chief Information Officer (CIO): the organization that conducts the business of IT, cyber operations, and enterprise architecture.
 - Two full-time government employees.
 - 3.5 existing contractor Full-time Equivalents (FTEs).
- Infrastructure and Operations: the organization that performs the daily administration and management of the Court's endpoints, infrastructure, and modernization projects (excluding pure software-based solutions).
 - Two full-time government employees (team leads).
 - 6.5 existing contractor FTEs.
- Enterprise Applications: the organization that leads the technical operations of the Court's software development efforts for DAWSON, Web Apps, Public Website, and no-code/low-code solutions using Microsoft services.
 - Four full-time government employees (team leads).
 - 18 existing contractor FTEs.

Regarding OIS existing contractor FTEs, the periods of performance for the underlying contracts conclude later in FY 2025.

C.2.4 For the purposes of the solicitation, the Court has logically consolidated the requirements into four different segments collectively referred to as the Court's Digital Environment:

1. DAWSON Segment

- Operations and Maintenance (O&M): Providing full stack software developers, UX Researchers and Designers to work as integrated government/contractor agile development teams to perform O&M of the open-source DAWSON codebase including troubleshooting, bug fix, minor patches, minor feature development, 3rd party software dependency updates; design debt updates, etc.
- Major Feature Development: Providing full stack software developers as well as UX Researchers and Designers to work as part of integrated government/contractor agile development teams to produce major feature changes to the DAWSON codebase.
 - These teams use agile principles and work in two-week sprint cycles and use the United States Web Design System (USWDS) (<https://designsystem.digital.gov/>) to guide their design choices.

2. Help Desk Segment

- Operations: The day-to-day employment of the configuration of the existing technology baseline in direct support of Court's judicial and non-judicial mission. This includes full-service desktop support such as configuration management, asset management, software break/fix support, tier 1 to tier 3 problem resolution, Meraki based LAN and WAN administration, Exchange Online administration, SharePoint Administration, Entra Administration, performance monitoring, print services, security systems, and all install, move, add, change (IMAC) services.

3. Strategic IT Initiatives Segment

- Infrastructure Operations and Maintenance: An ongoing effort to maintain the existing technology baseline including upgrading and patching software on servers and end points, refreshing infrastructure hardware (e.g., printers, VoIP, kiosks, network appliances, network cabling, security cameras, intercoms), maintaining infrastructure configurations through admin consoles or Infrastructure as Code practices (e.g., LAN, WAN, Zscaler, endpoint protection policies, logging, VoIP, printers, AWS, Azure).
- Enterprise Software Engineering and Development: Two agile development teams (including UX and Web Designers) that focus on the internal Dev Ops of the Court's code base. These teams work on projects such as building and maintaining the court's public website and other custom apps, SharePoint, form and document management, analytics, reporting, digital services delivery and workflow automations using Microsoft 365 low code solutions.

4. Cybersecurity Segment

- Chief Information Security Officer (CISO): A lead for developing a Court cybersecurity program that monitors and manages the Court's risks as well as imagines and proposes cybersecurity policies and procedures to protect the Court's sensitive information and its availability. Monitor compliance of information and systems to internal controls and security standards.
- Cyber Operations: Day-to-day cyber operations such as maintaining the currency of cyber related policies (e.g., Intune Compliance Policies, Defender policies, Conditional Access policies, endpoint protection policies), monitoring for security issues, email security monitoring, facilitating the adjudication of requests to access websites, software, etc., incident

management, responding to the Security Operations Center (SOC – provided by the U.S. Department of Justice Cybersecurity Shared Services Program (CSSP)), etc.

C.2.5 Although the Court logically separates the digital environment into these four segments, the intent is that the daily operations and maintenance for the three segments - Help Desk, Strategic IT Initiatives and Cybersecurity - will be performed by teams that can self-organize across these three segments as required to accomplish the various daily operations as well as work related to larger projects.

To avoid risk of outside impacts to DAWSON, the Court requires the resources associated to the DAWSON segment to be fully dedicated to DAWSON with assurances that they will not be impaired or distracted by work in other segments. DAWSON segment resources shall only be removed, added, or retasked after receiving written approval from the COR.

C.3 Statement of Work

C.3.1 General Requirements

The offeror's responses to the requirements listed in sections C.3.1 through C.3.5 must be entered using Attachment C-1: Technical Qualifications (MS Excel workbook). A technically acceptable quotation must satisfy all listed requirements. The only exceptions to this are requirements that have their Priority labeled as 'Desired'.

C.3.1.1 – General Technical and Functional Requirements - requirements that apply across the entirety (all segments) of the contract are as follows:

Req ID	Requirement	Priority
Req 3.1.1	The offeror attests that they can perform the entirety of the requirements identified within this RFQ.	Required
Req 3.1.2	The offeror attests that they can provide all the labor categories listed as required within this RFQ.	Required
Req 3.1.3	The offeror has a timekeeping system that tracks hours as 'maintenance' or 'feature development' for specific software projects, enabling the Court's accounting team to properly capitalize software development efforts when appropriate.	Required
Req 3.1.4	The offeror shall provide a qualified replacement for Court approval within 5 business days of any unplanned personnel departure (e.g. sudden unforeseen termination) and 5 business days before any planned departure (e.g. resignation with notice) to ensure relatively continuous coverage of the position. The replacement must meet or exceed the qualifications of the original personnel and must start work no later than 20 business days after receiving Court approval.	Required

Req 3.1.5	The offeror shall notify the Court at least 10 business days before any position will have a temporary vacancy (e.g. PTO or any other leave) longer than 5 business days and provide a qualified temporary substitute for the duration of the planned vacancy beyond the initial 5 days. The replacement must meet or exceed the qualifications of the original personnel.	Required
Req 3.1.6	The offeror provided at least three references from within the past 3 years in their submission that confirms positive past performance.	Required
Req 3.1.7	The offeror agrees to a full FTE is 1920 hours a year (1928 in leap years), with no more than two hours a week per FTE allocated for internal meetings and training.	Required
Req 3.1.8	The offeror will provide a High-Risk Public Trust (Tier 4) background check for all staff augmentees assigned to the contract. Contractor personnel may start working at the Court on a provisional basis for up to 1 year with a Tier 1 background check while the Tier 4 background check is being processed. Use of a qualified third-party service for processing the Tier 4 high risk public trust (HRPT) or equivalent background check is allowed.	Required
Req 3.1.9	The offeror will reimburse the Court for the depreciated value of GFE that is lost, stolen, damaged, or otherwise made unusable.	Required
Req 3.1.10	All contracted augmentees will reside and work from the Court's definition of the United States (continental). Some positions require daily on-site presence. Please see the specific roles in the RFQ for this requirement.	Required
Req 3.1.11	The offeror must possess or be pursuing an ISO-9001 Certification.	Required
Req 3.1.12	All software and documentation delivered by the offeror will be owned by the Court and have no restrictions from being committed to the public domain. This software and documentation includes, but is not limited to, data, documents, graphics, code, plans, reports, schedules, schemas, metadata, architecture designs, and the like; all new open source software created by the offeror and forks or branches of current open source software where the offeror has made a modification; and all new tooling, scripting configuration management, infrastructure as code, or any other final changes or edits to successfully deploy or operate the software.	Required
Req 3.1.13	To the extent that the offeror seeks to incorporate in the software delivered under this task order any software that was not first produced in the performance of this task order, the Court encourages the offeror to incorporate either software that is in the public domain, or free and open-source software that qualifies under the Open Source Definition promulgated by the Open Source Initiative. In any event, the offeror must promptly disclose to the	Required

	Court in writing, and list in the documentation, any software incorporated in the delivered software that is subject to a license.	
Req 3.1.14	If software delivered by the offeror incorporates software that is subject to an open-source license that provides implementation guidance, then the offeror must ensure compliance with that guidance. If software delivered by the offeror incorporates software that is subject to an open-source license that does not provide implementation guidance, then the offeror must attach or include the terms of the license within the work itself, such as in code comments at the beginning of a file, or in a license file within a software repository.	Required
Req 3.1.15	The offeror must obtain written permission from the Court before incorporating into the delivered software any software that is subject to a license that does not qualify under the Open-Source Definition promulgated by the Open-Source Initiative. If the Court grants such written permission, then the Offeror's rights to use that software must be promptly assigned to the Court.	Required
Req 3.1.16	Provide evidence from within last 1 year where offeror's team had playbooks, processes, and monitoring in place to handle security threats and provide examples of implementing some NIST guidelines.	Required
Req 3.1.17	The offeror has internal policies for dealing with staff who perform poorly, are tardy or display other shortcomings.	Required
Req 3.1.18	The offeror has internal policies for dealing with workplace misconduct.	Required
Req 3.1.19	The offeror provides online resources, support, learning opportunities or training service(s) for employees to maintain and expand their knowledge and skills.	Required
Req 3.1.20	The offeror submits both resumes <u>and</u> commitment letters for the 9 Key Personnel positions described in Section C.3 of the RFQ document.	Required
Req 3.1.21	All resumes submitted by the offeror demonstrate that the proposed FTE meets or exceeds the minimum years of relevant experience(s) listed under "Required Experience", has at least one of the certification(s) listed under "Certifications" and has experience with at least one of the key technologies/software listed under "Skills and Qualifications" for the CLIN in Section H.3 of the RFQ document.	Required
Req 3.1.22	All resumes submitted by the offeror are for current or recent (within 1 year) employees or are also accompanied by commitment letters.	Required

C.3.1.2 Key Personnel

The following key personnel are the most essential to the proper performance of Offeror's duties under this contract:

1. Contract Delivery Manager - Works across the contract supporting the multiple cross-functional product teams (squads) to ensure the contracted technical staff success in delivery, primarily by helping to identify and remove impediments impacting the ability to deliver. Further works with the CO, COR and COTRs to resolve contract disputes or performance deficiencies. The Contract Delivery Manager is not required to be on-site on a daily basis but must be able to come into the Court's DC headquarters as required.
2. Delivery Manager for DAWSON segment
3. Systems Engineer (DAWSON segment)
4. UX Designer (DAWSON segment)
5. Delivery Manager for all non-DAWSON Software Development (within Strategic IT Initiatives segment)
6. Senior Help Desk Engineer (Help desk segment)
7. Senior Help Desk Technician (Help Desk segment)
8. Senior Web Developer (Strategic IT Initiatives segment)
9. Senior Cybersecurity Analyst (Cybersecurity segment)

Individuals identified as Key Personnel and accepted for this contract are expected to remain dedicated to this contract. Offerors are required to submit both resumes and commitment letters for all Key Personnel even if they are current employees.

Detailed statements of work for the four individual segments are detailed in C.3.2 through C.3.5 below. The table below summarizes the FTE requirements for each segment.

Segment	FTE Quantity
Delivery Manager	1
DAWSON	13
Help Desk	5
Strategic IT Initiatives	16
Cybersecurity	3
Total	38

C.3.2 DAWSON Segment Statement of Work

C.3.2.1 Description: This section of the Court's digital environment delivers tested software solutions to an open-source project written in TypeScript and SCSS, with configuration managed with Terraform, and operations supported by Shell scripts. Work is completed employing an Agile software development methodology where user Stories are crafted and prioritized by the Court's Product Owner, manually tested by the Court's Product Specialist, and reviewed and deployed by the Court's Tech Lead. The Court releases new code at the end of every two-week sprint, on the following Saturday night. Generally, around midnight ET.

As directed by the Product Owner, UX Researchers and Designers meet with end users to identify pain points, advise the Product Owner on ways to improve UX, design for accessibility and collaborate with developers to deliver solutions to user stories. Developers work collaboratively using agile software principles to deliver working software iteratively. Software is not considered done until it has automated integration tests, unit tests, and has been accepted by the product owner. The team is expected to iteratively update any pertinent documentation and demonstrate working software at the end of each sprint.

C.3.2.2 Scope includes:

- Staff Augmentation Support: Labor aligned to identified labor categories to execute the daily work within the DAWSON Segment. (13 FTE, see C.3.2.3.)
- Lifecycle maintenance and continuous improvement of the Court's case management system (DAWSON).
- Application is built in TypeScript, React.js, Terraform, and Bash shell scripts.
- Testing libraries include Cypress, Jest, and Axe.
- Managing, tuning, building with AWS Services including, but not limited to, API Gateway, DynamoDB, Aurora, OpenSearch, S3, Lambda, Route53, SQS, SES, Cloudwatch, WAF, Glue, Secrets Manager, and ECR.
- Maintenance and update of various third-party open-source dependencies
- Designing and implementing a new mobile-friendly version of the application
- Integrating with other services procured by the Court including, but not limited to, Microsoft Azure, MS Power Apps, Office 365, Microsoft Dataverse, Pay.gov, Monday.com, Figma, Mural, CircleCI, and GitHub.
 - Implementing Single Sign On functionality
- Designing, developing, and implementing new functionalities to enhance the user experience for both Court personnel and the public and automate manual processes.
- Building administrative controls directly into the application.
- As required support: Execution of various DAWSON related projects as identified in the CLINs which are generally those projects requiring effort beyond the staff augmentation capacity.

C.3.2.3 Targeted Labor Categories:

For the following table(s), identify the associated labor categories (LCATs) in the offeror's existing GSA contract using Attachment B-1 - Price Schedule (MS Excel workbook):

Labor Category	FTE Quantity	Reference	On-site Required
DevOps Engineer	1	H.4.1 – 02-01	No
Delivery Manager	1	H.4.1 – 02-02	No
Senior Web Developer	5	H.4.1 – 02-03	No
Systems Engineer	3	H.4.1 – 02-04	No
UX Researcher / Designer	1	H.4.1 – 02-05	No
Web Developer	1	H.4.1 – 02-06	No
Software Quality Assurance Engineer	1	H.4.1 – 02-07	No
Total	13		

Offerors are required to submit resumes of current or recent (within 1 year) employees for the LCATs in the above table. If neither is available, resumes with commitment letters are also acceptable.

C.3.2.4 Detailed Technical and Functional Requirements – DAWSON

Offerors must provide responses to the listed requirements using Attachment C-1: Technical Qualifications (MS Excel workbook).

Req ID	Requirement	Priority
Req 3.2.1	Provide evidence of completed feature within last 1 year where offerors team conducted user research and demonstrated continuous improvement and collaboration.	Required
Req 3.2.2	Provide evidence of completed feature within last 1 year where offerors team employed robust application monitoring.	Required
Req 3.2.3	Provide evidence of completed feature within last 1 year where offerors team performed some combination of automated integration, unit, and accessibility testing.	Required
Req 3.2.4	Provide evidence of completed feature within last 1 year where offerors team implemented Infrastructure as code as well as Terraform experience.	Required
Req 3.2.5	Provide evidence of completed feature within last 1 year where offerors team demonstrated advanced knowledge of technologies and languages referenced in Scope.	Required

C.3.3 Help Desk Segment Statement of Work

C.3.3.1 Description: This segment of the Court’s Digital Environment engages daily with end users to provide Tier 1 through Tier 3 support of equipment, licenses, and subscriptions used by end users in the conduct of judicial and non-judicial operations with very few exclusions (e.g., DAWSON, legal research services provided by the Court’s library, and a small number of third-party systems (e.g., Department of Interior’s Interior Business Center systems).

C.3.3.2 Scope includes:

1. Staff Augmentation: Labor to augment the Court’s civil service staff in executing the daily operations and maintenance of the work outlined in the scope of the Help Desk segment. (5 FTE, see C.3.3.3.)
2. Tier 1 Service Desk Functions: Frontline technical and operations support to end users, ensuring the smooth operation of IT systems, and resolving common issues efficiently. General support includes handling basic, general inquiries and solutions to common IT issues, such as password resets, software installations, basic connectivity problems, unlocking accounts, troubleshooting basic functionality and support for end user hardware (peripherals, printers, scanners, etc.). Requires strong customer service skills.

3. Tier 2 Service Desk Functions: Advanced technical and operational support for resolving complex issues and fulfilling service requests. Responsibilities include handling incidents (unexpected issues) and service requests that require deeper technical expertise, performing root-cause analysis to identify and address underlying problems, and implementing permanent solutions. Also includes supporting escalations from Tier 1 and ensuring seamless problem resolution. Requires strong customer service skills.
4. Tier 3 Service Desk Functions: Expert-level technical and operational support for the most complex and advanced issues beyond the scope of Tier 1 and Tier 2. Responsibilities include handling escalated cases, troubleshooting performance issues, system crashes, security vulnerabilities, patch management, coding, and compatibility challenges. Collaborates with original equipment manufacturers, developers and engineering teams to resolve coding or infrastructure problems, provides expert support for business-critical applications or systems, and recommends process improvements or system upgrades. Requires exceptionally strong customer service skills.
5. End User IT Equipment Support: Configuration and support for IT equipment used by end users such as scanners, printers, windows laptops, MacBooks, smartphones, BYOD, VoIP Phones, intercoms, engravers, Point of Sales systems, Library systems, production multi-function devices, RFID). This includes escalating issues to contractor's subject matter experts, Original Equipment Manufacturers (OEM) when required (e.g., warranty claims), etc., as well as firmware upgrades, and basic configuration changes.

- Court-Owned Telecoms

MS-Teams Phone System	Virtual Session Border Control, Direct Routing, Voice Routing Policies, Dial Plans, Resource Accounts, Call Queues, Calling Policies, Caller ID Policies, Voicemail Policies, Emergency Calling Policies, Locations, Holidays, Automated Attendant Analytics & Reports, Notifications & Alerts, E911 Routing Services, SIP Trunks
MS-Teams App Client	Workstation: Windows macOS, Smartphone: iOS android, MS-Teams User Profile
MS-Teams Desk Phone	Polys, SIP phone
Management Interface	MS-Teams Admin Console

- Court-Owned Devices

Workstations	Microsoft Windows / Apple macOS
Smartphones	Apple iOS, iPadOS, Android
Management Interface	MS-Intune Admin Console

- Court-Owned Peripherals

Printers	Lexmark
Scanners	Kodak, Fujitsu
Desk Phones	Poly

- Court-Owned Endpoints

Point of Sales	OTCNet Government Access
Kiosks	Library Government Access DAWSON Public Access
Stations	Library Bookeye Scanner Court Security Officers

6. End User Software Support: Support end users in Tiered support for software used by end users including locally installed applications, government applications, as well as Software as a Service (e.g., ZoomGov, M365 services, Microsoft Office, Adobe Acrobat, Zscaler Client Connector, CrowdStrike agent, Splunk agent, Defender for Endpoint, Printix, FTP, InDesign, Microsoft Great Plains) with escalating to original equipment manufacturers when required. This includes updating software using Microsoft EndPoint Manager, troubleshooting and resolving end user issues using the software, etc.
7. Help Desk Tooling: Configuration and employment of court provided helpdesk tooling (e.g., TeamViewer, endpoint manager/Intune suite, Zendesk, PatchMyPC, Poly Lens, M365 Admin consoles, Printix admin, Zscaler ZDX, Entra, Azure AD DS, mFax Admin, Everbridge, Android Management, Apple Business Manager).
8. Help Desk Knowledge Management: Develop and maintain standard operating procedures for the help desk and other documentation related to supported technologies and services.
9. Equipment Handling: Climbing ladders and physically moving equipment in and around the court including oversized equipment requiring two-person lift, putting equipment on pallets to be excessed, receiving equipment, shipping equipment, swapping equipment (e.g., monitors, printers, scanners, computers, peripherals) for end users.
10. Refresh Support: Offering solutions that address minor glitches, updates, or any temporary software issues that can be fixed through a reset or refresh process. Re-initializing a program or a user's environment, restarting or reloading hardware or software systems to restore optimal functions.

C.3.3.3 Contracted Technical Staff:

For the following table(s), identify the associated LCATs in the offeror's existing GSA contract using Attachment B-1 - Price Schedule (MS Excel workbook):

Labor Category	FTE Quantity	Reference	On-site Required
Senior Help Desk Technician	1	H.4.2 – 03-01	Yes
Senior Help Desk Engineer	1	H.4.2 – 03-02	Yes

Senior System Administrator	1	H.4.2 – 03-03	Yes
System Administrator	2	H.4.2 – 03-04	Yes
Total	5		

Offerors are required to submit resumes of current or recent (within 1 year) employees for the LCATs in the above table. If neither is available, resumes with commitment letters are also acceptable.

C.3.3.4 Detailed Technical and Functional Requirements – Help Desk

Offerors must provide responses to the listed requirements using Attachment C-1: Technical Qualifications (MS Excel workbook).

Req ID	Requirement	Priority
Req 3.3.1	There are no restrictions on the offeror's employees working on-site in the DC Courthouse during the Court's business hours as well as being onsite on weekends and after hours when required.	Required
Req 3.3.2	The offeror can deliver trained personnel capable of providing comprehensive coverage for tier 1, 2, and 3 service desk functions.	Required
Req 3.3.3	The offeror maintains an internal program for cross-training.	Required
Req 3.3.4	The offeror has a technical training program for new employees to complete prior to their assignment to the help desk.	Required
Req 3.3.5	The offeror has templates for documenting processes for standard service operations.	Desired
Req 3.3.6	Provide evidence of delivering help desk support for one or more current customers.	Required
Req 3.3.7	The offeror typically has employees certified on standards of practice such as ITIL or COBIT (identify standard of practice).	Desired
Req 3.3.8	The offeror's employees will be able to automate tasks, reports, and employ source code in the conduct of the performance and according to the system capabilities. This includes using appropriate languages and APIs whenever possible (e.g., PowerShell, Microsoft Graph).	Required

C.3.4 Strategic IT initiatives Segment Statement of Work

C.3.4.1 Description: This segment of the Court's digital environment includes the design, implementation, operations, and maintenance of the entirety of the Court's enabling IT (excluding that in the DAWSON segment) from network cabling in the buildings to custom applications (e.g., AWS and Azure services via Infrastructure as Code, on-premises Cisco Meraki LAN, WLAN and WAN network, Cisco host platform, Microsoft Hypervisor, virtual machines, software applications development, low-code/no-code automations, physical access control systems, video-camera surveillance, intercoms).

C.3.4.2 Scope Includes:

1. Staff Augmentation: Labor to augment the Court's civil service staff in executing the daily operations and maintenance of the work outlined in the scope of this segment. (16 FTE, see C.3.4.3.)
2. Software Engineering & Support: The Court's software engineering with the only exception being those efforts in the DAWSON segment. This includes custom web applications, the Public Website built with Wagtail and deployed on AWS, low-code/no-code solutions built on the Microsoft Power Platform, Infrastructure as Code employing Court APIs, PowerShell scripts, custom software deployment packages, artificial intelligence projects, Single Page Web Applications written in React.js and Next.js, etc.
 - a. Example of the Court's Software Engineering Project Portfolio:
 - Custom web applications with Next.js and React.js that integrate with Microsoft SharePoint
 - Developing and maintaining the Court's public website, built using Python and Wagtail, hosted on AWS
 - Low-code solutions via Microsoft Power Platform
 - Infrastructure as Code with Court APIs
 - PowerShell scripting
 - Zendesk integrations using Python deployed on AWS Lambda via Serverless Framework
 - Artificial intelligence initiatives
 - Future Initiatives:
 - API integrations (Court and federal systems)
 - Human Resources applications
 - SharePoint and intranet improvements
3. User Experience and Design: Formulating a comprehensive understanding of end user needs for Court-maintained Software Applications as well as crafting the visual elements of User Interfaces to help fulfill those needs. Conducting user research and usability testing, developing user personas and journey maps, identifying accessibility barriers and finding solutions, designing guidelines, ensuring the team adheres to USWDS design standards, and ensuring projects comply with WCAG.
4. Employment of Court provided DevOps Toolchain: The Court has a nascent DevOps Toolchain consisting of a multitude of cloud services and APIs including AWS tenant services, Azure tenant services, M365 tenant services, GitHub, JavaScript software libraries, as-a-service APIs (e.g., Meraki, EagleEye, Brivo, Poly Lens, RoomAlert, Printix, Zscaler), CircleCI, etc.
5. IT Infrastructure Asset & Services: The lifecycle of the IT equipment and operation with its licensing comprises premise network appliances, premise computing system platforms, uninterruptible power supplies, room alert devices, physical access control system, video camera surveillance management system, intercoms, portable network kits, infrastructure-as-a-service and software-as-a-service.
6. Employed Tooling: The staff augmentees are expected to employ the Court provided tools and services of the Court's IT Infrastructure which include, but aren't limited to:
 - a. Wired Network Infrastructure employing Meraki hardware and services including:

- Access Switches
- Distribution Switches
- Core Switches
- Firewalls
- Edge Switches
- Management Interface
- b. Wireless Network Infrastructure employing Meraki hardware and services including:
 - Wi-Fi Access Controller
 - Wi-Fi Access Points
 - Wi-Fi Service | Authentication | Access | Network
 - Wi-Fi Radio Profiles & Configurations
 - Management Interface
- c. Computing System Platforms
 - Host Hypervisor (Microsoft Hyper-V)
 - Guest Virtual Servers
 - Microsoft Windows Server
 - RedHat Enterprise Linux
- d. Uninterruptible Power Supplies (UPS)
 - APC
 - Eaton
 - Liebert
 - Associated Cloud Services
- e. Environmental Sensors (qty 18) and cloud services
- f. Physical Access Control (PAC): Mercury Security, Brivo, 2N
- g. Video Camera Surveillance (VCS): EagleEye, 2N, Axis
- h. Intercoms (ITC)
- i. Portable Network Kits (PNK): Cradlepoint fleet and associated cloud services, 5G MiFi devices
- j. Amazon Web Services – Commercial Cloud Tenant such as:

<ul style="list-style-type: none"> • VPC • EC2 instances • Lambda • API Gateway • S3 • DynamoDB • Relational Database Service • OpenSearch Services • WorkSpaces instances • CloudFront • CloudSearch • Route53 	<ul style="list-style-type: none"> • EC2 Container Registry • Database Migration Service • X-Ray • QuickSight • SQS • SES • Kinesis • Glue • Directory Service • Web Application Firewall • Config • CloudWatch
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- Elastic Load Balancing
- Elastic Container Service
- Secret Manager
- GuardDuty
- Security hub
- Key Management Service

k. Microsoft Azure Services – Commercial Cloud Tenant such as:

- Marketplace
- Entra Domain Services
- Virtual Machine
- Disk
- Storage Account
- Hybrid Compute/ Machines
- Network Watcher
- Network Security Group
- Private DNS Zone
- Private Endpoint
- Public IP Address
- SQL Server - Azure Arc
- SQL Server
- App Service Plan
- App Service Web App
- Key Vault
- Automation Account
- Log Analytics Workspace
- Logic App
- Load Balancer
- Recovery Service Vault
- Restore Point Collection
- Event Hub Namespace

l. Software Vendors – Please refer to Attachment C-2: Software Vendors.

7. Business and Data Analysis: Modeling and analysis of the court’s judicial and non-judicial operational workflow and data to identify inefficiencies and supporting the Court to manage the implementation of solutions. Includes developing and maintaining the Court’s Enterprise Architecture that provides line-of-sight from Court’s judicial and non-judicial operations to the user stories and technical requirements of the digital environment. This is inclusive of business process modeling, business process reengineering, data modeling, and data science.
8. Technical Data: Developing and maintaining technical data on the Court’s information systems including architectural drawings, business processes, enterprise architecture, data models, data dictionaries, etc.
9. As Required Support: Execution of various strategic initiatives or periodic work as identified in the CLINs such as installation or resolution of issues with the Court’s physical access control system or video surveillance system, refreshing hardware and software, refactoring service configurations as cloud services evolve, etc.
10. Project Planning and Execution Methodology: Work should be organized, prioritized, and delivered using Agile development principles and iterative implementation. At all times we should be performing continuous technological advancement and monitoring key metrics to identify opportunities to solve a user’s need.

C.3.4.3 Contracted Technical Staff

For the following table(s), identify the associated LCATs in the offeror’s existing GSA contract using Attachment B-1 - Price Schedule (MS Excel workbook):

Automations Team (Software Development)

Labor Category	FTE Quantity	Reference	On-site Required
DevOps Engineer	1	H.4.3 – 04-09	No
Delivery Manager	0.5	H.4.3 – 04-08	No

Senior Web Developer	1	H.4.3 – 04-10	No
UX Researcher / Designer	0.5	H.4.3 – 04-04	No
Office 365 Engineer	2	H.4.3 – 04-06	No
Total	5		

Web Applications Team (Software Development)

Labor Category	FTE Quantity	Reference	On-site Required
DevOps Engineer	1	H.4.3 – 04-09	No
Delivery Manager	0.5	H.4.3 – 04-08	No
Senior Web Developer	2	H.4.3 – 04-10	No
UX Researcher / Designer	1.5	H.4.3 – 04-04	No
Web Designer	1	H.4.3 – 04-05	No
Web Developer	1	H.4.3 – 04-11	No
Software Quality Assurance Engineer	1	H.4.3 – 04-07	No
Total	8		

Infrastructure Team

Labor Category	FTE Quantity	Reference	On-site Required
Cloud Network Solutions Architect	1	H.4.3 – 04-01	As required
Cloud Network Systems Engineer	1	H.4.3 – 04-02	As required
Cloud Network Operation Administrator	1	H.4.3 – 04-03	Yes
Total	3		

Offerors are required to submit resumes of current or recent (within 1 year) employees for the LCATs in the above three tables. If neither is available, resumes with commitment letters are also acceptable.

C.3.4.4 Detailed Technical and Functional Requirements – Software Development Strategic Initiatives (pertaining to Web Apps & Automations teams)

Offerors must provide responses to the listed requirements using Attachment C-1: Technical Qualifications (MS Excel workbook).

Req ID	Requirement	Priority
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Req 3.4.1	The offeror will be able to support the breadth of technology and services identified in scope of this segment either directly through the staff augmentees or through reach back available for the contracted staff augmentees.	Required
Req 3.4.2	The offeror asserts their organization systematically identifies emerging technologies, develops staff technical capabilities, and supports ongoing professional development.	Required
Req 3.4.3	The offeror will be able to support emerging AI technologies in software development	Required
Req 3.4.4	The offeror will be able to support deployments including nights and weekends as required	Required
Req 3.4.5	Provide documentation demonstrating how your organization manages and resolves service support issues, including your escalation processes, performance tracking, and customer communication strategies.	Required
Req 3.4.6	The offeror will refer all technical disagreements between team members to the government team lead and government has final technical authority.	Required
Req 3.4.7	The offeror shall demonstrate at least 2 years' experience implementing Agile development practices including sprint cycles, daily standups, sprint reviews, and retrospectives. The offeror must maintain continuous integration/continuous delivery (CI/CD) pipelines and show evidence of successful incremental software delivery.	Required

C.3.4.5 Detailed Technical and Functional Requirements – IT Infrastructure Strategic Initiatives

Offerors must provide responses to the listed requirements using Attachment C-1: Technical Qualifications (MS Excel workbook).

Req ID	Requirement	Priority
Req 3.4.8	The offeror will be able to support periodic projects for the Court's physical access control system.	Required
Req 3.4.9	The offeror will be able to support periodic projects for the Court's video surveillance system.	Required
Req 3.4.10	The offeror will be able to produce technical documentation that captures state, visual, flow, procedures, and change for Court infrastructure technology as the method of managing and communicating changes.	Required

Req 3.4.11	The offeror will be able to monitor alerts from the identified systems in this segment's scope and respond accordingly.	Required
Req 3.4.12	The offeror will be able to provision systems in scope such as configuring their network connections, implementing features and establishing the network communication paths to other systems, platforms or technologies.	Required
Req 3.4.13	The offeror will be able to maintain the systems in scope such as optimizing, updating/patching, upgrading and refreshing the system according to the system lifecycle.	Required
Req 3.4.14	The offeror will be able to integrate the systems in scope with 3rd party platforms or technologies when required for projects.	Required
Req 3.4.15	The offeror will be able to analyze and release diagnostics on the systems in scope using a range of tools and solutions, and contribute to the investigation or troubleshooting	Required
Req 3.4.16	The offeror will be able to automate tasks and reports for the systems in scope capabilities, employing Infrastructure as Code and APIs whenever possible.	Required
Req 3.4.17	There are no restrictions on the offeror's employees working on-site in the DC Courthouse during the Court's business hours as well as being onsite on weekends and after hours when required.	Required

C.3.5 Cybersecurity Segment Statement of Work

C.3.5.1 Description: The cybersecurity operations are pivotal in ensuring the Court can continue to perform its judicial mission. The Cybersecurity Segment performs the totality of the Court's in-house cybersecurity operations with significant support from the Department of Justice. Daily operations including planning, designing, monitoring systems, adjudicating end user requests, assessing risks, managing issues and incidents, developing and maintaining system security plans, and other common cybersecurity tasks.

C.3.5.2 Scope Includes:

- 1 **Staff Augmentation Support:** Labor aligned to the identified labor categories to execute the daily operations and maintenance of the Court's Cybersecurity including common duties of a CISO, ISSO, cybersecurity engineers, as well as coordinating with third parties (e.g., U.S. Department of Justice), planning/implementing/monitoring execution of the Plan of Actions and Milestone for systems, development and maintenance of system security plans, incident response, cybersecurity planning, etc. (3 FTE, see C.3.5.3.)

2 Employed Tooling: The Court provides the tools and services to perform the work within this segment. Examples include:

2.1 Microsoft Defender Commercial Cloud Services

- Defender Extended Detection & Response (XDR)
- Defender for Endpoints
- Defender for Office 365
- Defender for Identity
- Defender for Cloud
- Defender for Cloud Apps
- Defender for Vulnerability Management
- Defender for Internet of Things

2.2 Zero Trust Security Architecture via Zscaler Gov Cloud Moderate Cloud Platforms

- Zscaler Internet Access (ZIA) platform (Production)
- Zscaler Private Access (ZPA) platform (Production)
- Zscaler Digital Experience (ZDX) platform (Production)
- Zscaler App Connector (ZAC) instance (Production)
- Zscaler Client Connector (ZCC) client (Production)
- Zscaler Cloud Browser Access (ZBA) session (To be staged)
- Zscaler Cloud browser Isolation (ZBI) session (To be staged)
- Zscaler Identity Threat Detection & Response (ZDR) feature (To be staged)
- Zscaler Deception Technology (ZDT) platform (To be staged)
- Zscaler Internet Access Cloud Connector (ZEC) appliance (To be staged)
- Zscaler Branch Connector (ZBC) appliance (To be staged)

2.3 Endpoint Protection, Detection & Response solution via CrowdStrike Falcon Gov Cloud Platform

- CrowdStrike Falcon (CFP) platform (Production)
- CrowdStrike Falcon Sensor (CFS) client (Production)
- Falcon Insight XDR (Production)
- Falcon for Mobile (To be staged)

Security Information & Event Management solution via the Splunk Gov Cloud Platform

- Splunk Cloud (SCP) platform (Production)
- Splunk Universal Forwarder (SUF) client (Production)
- Splunk Deployment Server (SDS) server (Production)
- Splunk Connect 4 Syslog (SC4S) server (Production)

3 As Required Support: Execution of various cybersecurity related tasks as identified in the CLINs with special emphasis on Incident Response to any suspected cybersecurity incident

such as validating an incident, incident resolution, determining residual risks, and ultimately restoring the Court to normal operations.

C.3.5.3 Contracted Technical Staff

For the following table(s), identify the associated LCATs in the offeror's existing GSA contract using Attachment B-1: Price Schedule (MS Excel workbook):

Labor Category	FTE Quantity	Reference	On-site Required
Information System Support Officer (ISSO)	1	H.4.4 - 05-01	As required
Cybersecurity Engineer	1	H.4.4 – 05-02	As required
Senior Cybersecurity Analyst	1	H.4.4 – 05-03	As required
Total	3		

Offerors are required to submit resumes of current or recent (within 1 year) employees for the LCATs in the above table. If neither is available, resumes with commitment letters are also acceptable.

C.3.5.4 Detailed Technical and Functional Requirements – Cybersecurity

Offerors must provide responses to the listed requirements using Attachment C-1: Technical Qualifications (MS Excel workbook).

Req ID	Requirement	Priority
Req 3.5.1	Offeror has experience within the past 1 year supporting organizations attain ISO/IEC 27001 Certification, NIST Cybersecurity Framework (CSF) Compliance or SOC 2 (System and Organization Controls 2) Certification	Required
Req 3.5.2	Offeror has experience within the past 1 year supporting organizations attain Judiciary Security Framework (JSF) Compliance	Desired
Req 3.5.3	The offeror provided at least 3 client references from within the past 3 years in their submission that confirm positive past performance of cybersecurity work within scope of this segment	Required

Section D – Packaging and Marking

All documentation, reports, and other deliverables shall be clearly marked with the project title, contract number, and delivery order number (when applicable).

Section E – Inspection and Acceptance

Inspection and acceptance of all deliverables will be conducted by the Court’s Contracting Officer Representative (COR) and Project Manager (PM). Deliverables will be evaluated based on completeness, accuracy, and adherence to the outlined acceptance for each deliverable below.

Deliverable	Acceptance Criteria
FTE Hours Verification	95% of the monthly required FTE hours have been worked
Code Deliverables	90% or higher test coverage Successful security scan WCAG 2.1 compliance Working code delivered each sprint
Documentation	Useable system documentation, diagrams and deployment plans
System Updates	Successfully tested in staging environment Zero critical security vulnerabilities Performance testing passed

Section F – Deliveries or Performance

F.1 Delivery Schedule

The Contractor shall provide all deliverables to the COR and Project Managers for the Court. The deliverables, expected due date, and occurrence are subject to change if agreed upon in writing between the COR, PM for the Court, and Contractor’s Project Manager following change request procedures in Section H. If an agreement cannot be made, the COR will have final approval.

Deliverables Table

Cadence	Deliverable	Due Date	Delivery Format/Location
Each sprint	List of outcomes, Review of Monday Agile insights, risks and general check-in	End of sprint	Camera on Teams meeting
Each sprint	QASP Quality assurance and surveillance plan	Ongoing – updated each sprint	(QASP) requiring that, at the end of each sprint, all code be complete, tested, accessible, deployed, documented, and secure.
Monthly	Monthly Contract Status Report (MSR)	No later than the 15th of each month	High-level dashboard view of the overall basic contract performance. This report accumulates important information from each segment with a summary column for the entire program.

F.2 Monthly Contract Status Report (MSR)

The Monthly Contract Status Report (MSR) is a report to provide a high-level dashboard view of the overall basic contract performance. This report accumulates important information from each segment with a summary column for the entire program. The MSR is due no later than the 15th of each calendar month.

The MSR must include, at a minimum, the following information:

- A general summary of the status of hours worked vs the total required FTEs during the reporting period by labor category, to include significant accomplishments and outcomes during the reporting period, the allocation of hours between maintenance work and feature development, training hours, the general state of the program, problems that present risks within the Contract, and the effort planned to correct these situations.
- A projection of the 30-day outlook on technical accomplishments and outcomes, and resource availability for each individual segment.

Due to the nature of the work to be performed under the envisioned contract, status reports are more appropriate than a delivery schedule, and therefore the Monthly Contract Status Reports (MSRs) will serve as the delivery schedule for this contract.

F.3 Period of Performance

The period of performance for this award is anticipated to start within 60 days of contract award and conclude within 60 months after the start date.

F.4 Contract Kick-Off

The Contract Kick-Off will signal the start of the period of performance for this award and will be scheduled for within 60 days of contract award.

The goal of a contract kick-off is to ensure that everyone involved has a mutual understanding of the project's objectives and requirements, fostering collaboration and reducing the risk of misunderstandings or delays

This will at a minimum include (1) Introduction of Key Personnel: Introduces the project team, including government representatives, contractors, and subcontractors, (2) Review of Contract Requirements: Ensures all parties have a clear understanding of the contract's scope, deliverables, timelines, and performance expectations, (3) Identification of Potential Issues: Discusses potential challenges and risks, and plans for how to address them, (4) Communication Plan: Establishes how communication will be handled throughout the project, including regular updates and points of contact, (5) Coordination of Resources: Aligns resources to ensure smooth project execution and transition from the incumbent contractor(s), (6) Setting Milestones and Deadlines: Defines key milestones and deadlines to track project progress, (7) Staffing Plan: Outlines the plan to fill any unfilled required positions.

F.5 Liquidated Damages

The Contracting Officer has determined that the extent or amount of damages to the Court if the Contractor were to fail to comply with the requirements of this contract would be difficult or impossible to precisely ascertain or prove. This clause prescribes payment of liquidated damages,

the sum of which, agreed upon by both parties as part of the negotiation of this contract, is reasonable for purposes of providing restitution for the Contractor's deficient performance or late delivery. This sum is stipulated as liquidated damages and not a penalty. However, the Contractor shall not be liable for liquidated damages when deficient performance or late delivery arises from causes beyond the control and without the fault or negligence of the Contractor. Payment of liquidated damages to the Court will not mitigate or obviate any liability the Contractor may incur with respect to any other person.

Consistent with Req 3.1.4 of Section C.3 Statement of Work, if the offeror fails to provide a qualified replacement for Court approval within 5 business days of any unplanned personnel departure or 5 business days before any planned departure, or if the replacement personnel fails to start work within 20 business days after receiving Court approval, the contractor shall, in place of actual damages, pay to the Court \$1,000 for liquidated damages as agreed for each business day of delay per unfilled position.

Consistent with Req 3.1.5 of Section C.3 Statement of Work, if the offeror fails to provide a qualified temporary substitute for a temporary vacancy (PTO or any other leave exceeding 5 business days) within 5 business days of the vacancy, the contractor shall, in place of actual damages, pay to the Court \$1,000 for liquidated damages as agreed for each business day of delay per unfilled position.

The offeror shall notify the Court at least 10 business days before any position will have a temporary vacancy (e.g. PTO or any other leave) longer than 5 business days and provide a qualified temporary substitute for the duration of the planned vacancy exceeding 5 days. The replacement must meet or exceed the qualifications of the original personnel.

If the offeror fails to provide at least 50% of the required staff augmentees by the contract kick-off date and 100% by 20 business days after the kick-off date, the contractor shall, in place of actual damages, pay to the Court \$1,000 for liquidated damages as agreed for each business day of delay per unfilled position.

Alternatively, if performance of services is delayed as a consequence of the Contractor's failure to provide qualified personnel within 15 business days of written notification by the CO, the Court may, at its sole discretion, terminate this contract in whole or in part under the Termination for Default clause, and the contractor shall be liable for the agreed liquidated damages accruing until the time the Court may reasonably obtain delivery or performance of similar products or services. The liquidated damages will be in addition to excess costs of re-procurement.

The contractor will not be charged with liquidated damages when the delay in completion of delivery or performance arises out of causes beyond the control and without the fault or negligence of the contractor.

Section G – Contract Administration Data

G.1 Contracting Officer (CO)

Notwithstanding the Contractor's responsibility for total management responsibility during the performance of the contract, the administration of the contract will require maximum coordination with the Court's points of contact during performance of the contract.

The CO is the only person authorized to make or approve any changes in any of the requirements of this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely the CO's. In the event the Contractor makes any changes at the direction of any person other than the CO, the change will be considered to have been made at the Contractor's risk. No adjustment will be made in the contract terms and conditions of this contract, including price.

G.2 Contracting Officer's Representative (COR)

After award, the Court will designate one or more persons as COR. The COR may be changed at any time by the Court without prior notice to the Contractor by a unilateral modification to the Contract.

The responsibilities and limitations of the COR are as follows:

The COR is responsible for the technical aspects of the project and serves as technical liaison with the Contractor. The COR is also responsible for the final inspection and acceptance of all equipment, services, reports, and such other responsibilities as may be specified in this contract.

The COR is not authorized to make any commitments or otherwise obligate the Court or authorize any changes, which affect the quantity, quality, scope, or contract price. All request for changes shall be referred to the CO directly or through the COR. No such changes shall be made without the expressed prior authorization of the CO. If the Contractor performs a service that alters the current cost, quantity, or scope without prior written approval from the CO, the Contractor does so at his/her own risk. The COR may designate an alternate COR(s) to act for the COR by naming such alternate(s) in writing and transmitting a copy of such designation through the CO to the Contractor.

G.3 Project Managers (PMs)

The PMs are responsible for the operations of the contracted resources. The PMs in conjunction with the COR will make informed decisions regarding the contract. The PMs have no administrative privilege as described above for the COR.

G.4 Reporting Requirements

The Contractor must provide regular project progress reports to the Court as stated in Section F. In addition to the requirements in Section F, these reports should include:

- Summary of outcomes during the reporting period.
- Challenges encountered and proposed solutions.
- Progress against project milestones and timeline.
- Updated risk assessment and mitigation strategies.

Reports must be submitted in electronic format monthly to the COR and PMs.

G.5 Invoicing

All invoice submissions must be made electronically through the U.S. Department of Treasury's Invoice Processing Platform System (IPP). Invoices must be submitted by the 15th of each month for work performed in the previous month.

Proper invoices must comply with requirements identified in the applicable Prompt Payment clause. The IPP website address is: <https://www.ipp.gov>. The Court will enroll contractors new to IPP, and instructions will be provided via email. For assistance with IPP registration, contact the IPP Production Helpdesk at IPPCustomerSupport@fiscal.treasury.gov or (866) 973-3131. Contractors already registered to use IPP will not need to re-register.

Section H – Special Contract Requirements

H.1 Security and Confidentiality Requirements

The Contractor shall comply with all applicable federal privacy and confidentiality regulations, including the [*Privacy Act of 1974*](#). All Contractor personnel with access to sensitive information must undergo a High-Risk Public Trust (Tier 4) background check and sign non-disclosure agreements (NDAs). Offerors may utilize a qualified third-party service for the Tier 4 high risk public trust (HRPT) background checks. The offeror will bear the cost of the background check. Contractor Personnel may start working at the Court on a provisional basis for up to 1 year with a Tier 1 background check while the Tier 4 background check is being processed.

H.2 Clause 2-65, Key Personnel (APR 2013)

(a) Individuals identified below as key personnel and accepted for this contract are expected to remain dedicated to this contract. However, in the event that it becomes necessary for the contractor to replace any of the individuals designated as key personnel, the contractor shall request such substitutions in accordance with this clause. Substitution of key personnel will be considered under the following circumstances only:

- (1) All substitutes shall have qualifications at least equal to those of the person being replaced.
- (2) All appointments of key personnel shall be approved in writing by the contracting officer, and no substitutions of such personnel shall be made without the advance written approval of the contracting officer.
- (3) Except as provided in paragraph (4) of this clause, at least 30 days (60 days if security clearance is required) in advance of the proposed substitution, all proposed substitutions of key personnel shall be submitted in writing to the contracting officer, including the information required in paragraph (5) of this provision.
- (4) The following identifies the requirements for situations where individuals proposed as key personnel become unavailable because of sudden illness, death or termination of employment. The contractor shall within 5 work days after the event, notify the contracting

officer in writing of such unavailability. If the event happens after award, the contracting officer will determine if there is an immediate need for a temporary substitute and a continuing requirement for a permanent substitute for the key personnel position. The contracting officer will promptly inform the contractor of this determination. If the contracting officer specifies that a temporary substitute is required, the contractor shall as soon as is practical identify who will be performing the work as a temporary substitute. The temporary substitute will then start performance on a date mutually acceptable to the contracting officer and the contractor. Within 15 work days following the event, if the contracting officer specifies that a permanent substitute is required, the contractor shall submit, in writing, for the contracting officer's approval, the information required in (5) and (6) below, for a proposed permanent substitute for the unavailable individual. The approval process will be the same as (7) below.

(5) Request for substitution of key personnel shall provide a detailed explanation of the circumstances necessitating substitution, a resume of the proposed substitute, and any other information requested by the contracting officer to make a determination as to the appropriateness of the proposed substitute's qualifications. All resumes shall be signed by the proposed substitute and his/her formal (per company accepted organizational chart) direct supervisor or higher authority.

(6) As a minimum (or as otherwise specified in the solicitation), resumes shall include the following:

- (a) name of person;
- (b) functional responsibility;
- (c) education (including, in reverse chronological order, colleges and/or technical schools attended (with dates), 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:

1. Contract Delivery Manager - Works across the contract supporting the multiple cross-functional product teams (squads) to ensure the contracted technical staff success in delivery, primarily by helping to identify and remove impediments impacting the ability to deliver. Further works with the CO, COR and COTRs to resolve contract disputes or performance deficiencies. The Contract Delivery Manager is not required to be on-site on a daily basis but must be able to come into the Court's DC headquarters as required.
2. Delivery Manager for DAWSON segment
3. Systems Engineer (DAWSON segment)
4. UX Designer (DAWSON segment)
5. Delivery Manager for all non-DAWSON Software Development (within Strategic IT Initiatives segment)
6. Senior Help Desk Engineer (Help desk segment)
7. Senior Help Desk Technician (Help Desk segment)
8. Senior Web Developer (Strategic IT Initiatives segment)
9. Senior Cybersecurity Analyst (Cybersecurity segment)

H.3 Labor Category (LCAT) Descriptions

LCAT descriptions are listed for all CLINs in Attachment H-1: Labor Category (LCAT) Descriptions.

H.4 Government-Furnished Equipment (GFE)

The Court will provide the Contractor with Government-Furnished Equipment (GFE) necessary for contract performance. This may include, but is not limited to, laptops, software licenses, network access devices, security tokens, and other IT-related assets. GFE is to be used **exclusively** for performing work under this contract and may not be used for personal or non-contract-related activities.

H.4.1 Accountability and Tracking

The Contractor shall:

- Maintain an accurate inventory of all GFE assigned to its personnel.
- Report any changes, transfers, or returns of GFE within 5 business days to the Court's COR.
- Ensure the contractor signs a Property Custody Agreement before receiving any GFE.

H.4.2 Accounting and Tracking

The Contractor shall be liable for any lost, stolen, damaged, or misused GFE. In the event of such an incident, the Contractor shall:

1. Immediately report the incident in writing to the COR and CO, providing all relevant details.
2. Conduct an internal investigation and submit a corrective action plan within 10 business days to prevent recurrence.

3. Reimburse the Court for the depreciated value of lost or damaged GFE, unless the loss is determined to be due to normal wear and tear or circumstances beyond the Contractor's control (as determined by the CO).
4. Replace the equipment at no cost to the Court if the loss is due to contractor negligence or failure to comply with security protocols.

H.4.3 Return of GFE

- All GFE must be returned to the Court within 14 business days of contract completion, employee termination, or upon request by the Court.
- The Contractor shall provide a written certification of return for each item of GFE.
- Failure to return GFE in a timely manner may result in financial deductions from the Contractor's invoice.

H.4.4 Security and Compliance

- The Contractor must follow all applicable Court IT security policies regarding the handling and use of GFE.
- GFE must be always secured when not in use, including during transport and storage.
- All data stored on GFE remains the property of the Court and must be removed or transferred per the Court's data retention policies before return.
- Unauthorized software installation, tampering, or modification of GFE is strictly prohibited.

H.5 Quality Assurance and Performance Metrics

The Contractor must adhere to quality assurance protocols to ensure deliverables meet acceptance criteria outlined in Section E.

- All code must maintain 90% or higher test coverage.
- All interfaces must comply with WCAG 2.1 standards.
- Development must follow public domain software and open-source principles.
- Regular code reviews and security assessments required.
- Automated testing implementation must be maintained.
- Performance monitoring and optimization processes must be established.
- Regular accessibility compliance verification required.
- Quality metrics must be reported in weekly status updates.

H.6 Reporting and Meetings

The Contractor shall attend virtual bi-weekly progress meetings with the Court and submit written progress reports as detailed in Section F.

H.7 Intellectual Property and Ownership

All work products, policies, SOPs, training materials, and other deliverables created under this contract shall be the sole property of the Court. The Contractor may not reuse or publish project outputs without written consent from the Court.

H.8 Period of Performance Adjustments

Any adjustments to the schedule must be pre-approved in writing by the CO. Requests for extensions must include a justification and updated timeline.

H.9 Clause 4-160, Cancellation Ceilings (JUN 2014)

If Cancellation takes place before	The Cancellation Ceiling is
Contract Year 2	
Contract Year 3	
Contract Year 4	
Contract Year 5	

Section I – Contract Clauses and Provisions

The provisions included and referenced in this solicitation are governed by the applicable terms and conditions outlined in Volume 14 (Procurement) of the *Guide to Judiciary Policy* and will apply and prevail if there is any inconsistency with the Offeror's underlying GSA contract.

Provision B-1 Solicitation Provisions Incorporated by Reference (SEP 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>.

Clause B-5, Clauses Incorporated by Reference (SEP 2010)

This contract 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>.

Clause or Provision	Description	Applicable
Clause 1-1	Employment by the Government (JAN 2003)	X
Clause 1-5	Conflict of Interest (AUG 2004)	X
Clause 1-10	Gratuities or Gifts (JAN 2010)	X
Clause 1-15	Disclosure of Contractor Information to the Public (AUG 2004)	X
Clause 2-5B	Inspection of Services (APR 2013)	X
Clause 2-20C	Warranty of Services	X
Clause 2-50	Continuity of Services	X
Clause 2-55	Privacy or Security Safeguards	X

Clause 2-57	Protecting, Reporting, and Responding to Incidents Involving Sensitive Information (JUN 2024)	X
Clause 2-60	Stop-Work Order (JAN 2010)	X
Clause 2-65	Key Personnel (APR 2013)	X
Clause 2-140	Court IT Security Standards	X
Clause 3-3	Provisions, Clauses, Terms, and Conditions - Small Purchases (JUN 2014)	X
Provision 3-20*	Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (APR 2011)	X
Clause 3-25	Protecting the Court's Interest When Subcontracting with Contractors, Debarred, Suspended, or Proposed for Debarment (MAR 2019)	X
Provision 3-30*	Certificate of Independent Price Determination (JAN 2003)	X
Clause 3-35	Covenant Against Contingent Fees	X
Clause 3-40	Restrictions on Subcontractor Sales to the Court	X
Clause 3-45	Anti-Kickback Procedures	X
Clause 3-50	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	X
Clause 3-55	Price or Fee Adjustment for Illegal or Improper Activity	X
Clause 3-70	Determination of Responsibility	X
Clause 3-85	Explanation to Prospective Offerors	X
Provision 3-85	Explanation of Prospective Offerors (AUG 2004)	X
Clause 3-95	Preparation of Offers	X
Provision 3-95	Preparation of Offers (AUG 2013)	X
Clause 3-100	Instructions to Offerors	X
Provision 3-100	Instructions to Offerors	X
Clause 3-105	Audit and Records	X
Clause 3-120	Order of Precedence	X
Provision 3-130*	Authorized Negotiators (JAN 2003)	X
Clause 3-140	Notice to the Court of Labor Disputes	X
Clause 3-175	Fair Labor Standards Act and Service Contract Labor	X
Clause 3-205	Protest After Award	X
Clause 3-210	Protests	X
Clause 3-300	Registration in the System for Award Management (SAM)	X
Clause 4-5	Ordering	X
Clause 4-150	Cancellation Under Multi-Year Contracts	X
Provision 4-155	Alternate Awards	X
Clause 4-160	Cancellation Ceilings	X
Provision 4-165	Price Proposal Instruction – Multi-Year Contract	X
Clause 6-70	Work for Hire	X
Clause 7-15	Observance of Regulations/Standards of Conduct	X
Clause 7-20	Security Requirements	X
Clause 7-25	Indemnification (Tax Court Property)	X
Clause 7-30	Public Use of the Name of the United States Tax Court	X

Clause 7-35	Disclosure or Use of Information	X
Clause 7-40	Tax Court - Contractor Relationships	X
Clause 7-45	Travel	X
Clause 7-50	Parking	X
Clause 7-55	Contractor Use of Tax Court Networks	X
Clause 7-60	Tax Court-Furnished Property or Services	X
Clause 7-65	Protection of Tax Court Buildings, Equipment, and Vegetation	X
Clause 7-70	Tax Court Property Furnished "As Is"	X
Clause 7-75	Subcontracts	If subcontracting
Clause 7-85	Examination of Records	X
Clause 7-100B	Limitation of Liability (Services)	X
Clause 7-110	Bankruptcy	X
Clause 7-125	Invoices	X
Clause 7-130	Interest (Prompt Payment)	X
Clause 7-135	Payments	X
Clause 7-140	Discounts for Prompt Payments	X
Clause 7-150	Extras	X
Clause 7-175	Assignment of Claims	X
Clause 7-185	Changes	X
Clause 7-195	Excusable Delays	X
Clause 7-205	Payment for Tax Court Holidays	X
Clause 7-215	Notification of Ownership Changes	X
Clause 7-220	Termination for Convenience of the Tax Court (Fixed-Price)	X
Clause 7-230	Termination for Default (Fixed-Price - Products and Services)	X
Clause 7-235	Disputes	X

Section J – List of Attachments

Attachment	Title	Date	No. of Pages
B-1	Price Schedule (mapped to Contractor's Labor Categories)	2/6/2025	4 worksheets in MS Excel workbook
C-1	Technical Qualifications	2/6/2025	8 worksheets in MS Excel workbook
C-2	Software Vendors (referenced under C.3.4.2)	2/6/2025	4 pages
H-1	LCAT Descriptions	2/6/2025	92 pages

Section K – Representations, Certifications, and Other Statements of Offerors

K.1 Certifications

Offerors must be registered in SAM and provide required representations and certifications.

K.2 Professional Certifications

Offerors must possess or be pursuing an ISO-9001 Certification.

Section L – Instructions, Conditions, and Notices to Offerors

L.1 Questions for Clarification

Offerors may submit questions regarding this solicitation no later than **February 27, 2025**. All questions must be submitted by posting a new issue at <https://github.com/ustaxcourt/2025-digital-environment-rfq> following the instructions provided in the *Submit a Question* section. Each question should reference the specific section, paragraph, or clause of the solicitation document to which it pertains.

Responses to all timely submitted questions will be provided as a response to the initial issue posted on GitHub by **March 3, 2025**. Questions received after the deadline may not be addressed.

L.2 Industry Day

The Court will hold an Industry Day for this opportunity on **February 26, 2025** from 10:00am – 3:00pm ET in the North Courtroom of the US Tax Court’s main location at 400 Second Street, NW, Washington, DC 20217. Detailed information about this solicitation will be provided to potential offerors. The goal is to ensure transparency, promote competition, and gather valuable input from industry participants. The format of this industry day will be in-person and will include group Q&A Sessions where attendees will have the opportunity to ask questions directly to the Court POCs and clarify any doubts or concerns, they may have.

Interested offerors may register for Industry Day by E-mailing itprocurement@ustaxcourt.gov by **February 21, 2025**. Use subject line: “**Industry Day Registration: Digital Environment**”. Please share the number of attendees in your party and questions in advance where possible.

L.3 Quotation Submissions

Successful quotations must include all the information requested below and must be submitted in electronic format. Failure to submit any of the requested information will automatically exclude the quotation from consideration. Submit quotations to itprocurement@ustaxcourt.gov by **March 7, 2025**. Use subject line: “**RFQ Response: Digital Environment**”

L.4 Content Requirements

All technically acceptable quotations will include:

- Company information.
- Past performance references (name and contact information) from other federal entities. Only provide references for IT projects of similar scope as the SOW for federal entities completed within the past three years.
- Project methodology and tools that will be used to perform the tasks outlined in Section C.

- Qualifications of key personnel, including names, roles, and relevant experience of personnel who will perform the work.
- Cost breakdown as requested in Section B.
- Applicable fillable clauses and provisions in Section I.
- Quotation signed by offeror.

L.5 Formatting

General format instructions for acceptable quotations are as follows:

- **Number of Pages** – No more than 75 single-sided pages. Appendices, evidence and other supplementary materials (except resumes) are included in the limit. Fillable clauses (listed in Section I) and the fillable pages in Attachments B-1 and C-1 are not included in the limit. Linking to a repository is sufficient for the submission of source code, in which case the pages of source code in the linked repository will not count towards the page limit. If the quotation is longer than the requirement set forth, the excess pages of the quotation shall not be reviewed nor evaluated.
- **Resume Page Limit** – No more than 2 pages per resume. Resumes are not included in the 75 pages quotation submission page limit.
- **Paper Size** – 8.5 x 11 inch paper.
- **Margins** – 1” inch.
- **Spacing** – single or double-spaced.
- **Font** – Arial, 11 point. Text embedded within graphics or tables in the body of the quotation shall not be smaller than 10 point.

L.6 Teaming and Subcontracting

Offerors may utilize teaming or subcontracting arrangements to meet the requirements of this solicitation. The Court distinguishes between these arrangements as follows:

- **Teaming Arrangement:** A formal collaboration between 2 or more companies that submit a joint proposal and agree to share responsibilities under a prime contract. Teaming partners are co-equal contributors, and both parties may be responsible for delivering contractual obligations.

The teaming agreement must be in place prior to award. Teaming arrangements must not circumvent the requirements of this solicitation, and the prime contractor remains responsible for contract performance, even the work is assigned to the teaming partners

- **Subcontracting Agreement:** A relationship in which a prime contractor engages one or more subcontractors to perform specific tasks under the contract. The prime contractor is solely responsible for contract performance and assumes all risks associated with subcontractor(s) performance. Subcontracting arrangements can be established prior to or after the award. However, the Court requires that:
 - The prime contractor must provide 60% or more of the FTEs under the contract.
 - Subcontractors providing 20% or more of the FTEs under the contract provide equivalent past performance requirements in Section L.

- Subcontracting is only permitted with other GSA MAS offerors, regardless of size.

Subcontracting beyond these levels is not allowed unless explicitly approved in writing by the CO.

Offerors planning to utilize teaming or subcontracting arrangements to meet the requirements of this solicitation, must disclose this information in their proposal to the Court. Offerors must also provide:

1. A copy of the teaming agreement or subcontracting agreement.
2. A description of the roles and responsibilities of each entity.
3. An explanation of how work will be managed, and conflicts will be resolved.
4. A confirmation that subcontractors will comply with all contract clauses.

L.7 Clause 4-165, Price Proposal Introduction – Multi-Year Contract (JUN 2014)

Offerors must include in their price proposal a separate cancellation ceiling (on either a percentage or dollar basis) for each contract year subject to cancellation. Price proposals must include the rationale and supporting data for each proposed cancellation ceiling. Upon award, the applicable cancellation ceilings will be inserted in Clause 4-160 (see Section H. 9). These ceiling amounts apply to any claim submitted under Clause 4-150 in the event of actual cancellation of the awarded contract, and will not be part of any price evaluation for award.

L.8 Disclaimer

This RFQ does not commit the Court to award a contract. Respondents are advised that the Court will not pay for any costs incurred in preparing a quotation. All submissions become the property of the Court and will not be returned.

Section M – Evaluation Factors for Award

M.1 Evaluation

Award will be made to the single, responsive, responsible offeror whose technically acceptable quotation provides the lowest price technically acceptable to the Court in compliance with the requirements of the solicitation. Any offeror does not meet the requirements of the solicitation shall be determined as ineligible for award. Failure to disclose government and federal judiciary references where the offeror performed related services may result in a determination of technically unacceptable and the offeror will be ineligible for award.

M.2 Technical Acceptability

A technically acceptable quotation is one which satisfies all requirements of the solicitation with no exceptions. Technically acceptable quotations must:

1. Include dual price proposals, one based on a 5-year FFP contract, and one based on a 1-year FFP base contract with 4 option years for the required CLINs.
2. Map all labor category CLINs in Section B (both required and optional CLINs) to the labor categories on the Contractor's GSA MAS using Attachment B-1: Price Schedule.

3. Include satisfactory responses to all Requirement ID numbers in Section C using Attachment C-1: Technical Qualifications, and provide evidential documentation where required, and
4. Be signed by the offeror.

M.3 Total Evaluated Price

Offers will be evaluated on the 5-year FFP contract price proposal (see M.2.1). Prices for optional CLINs, though required, will not be evaluated.

M.4 Provision 3-70, Determination of Responsibility (JAN 2003)

A determination of responsibility will be made on the apparent successful offeror prior to contract award. If the prospective contractor is found non-responsible, that offeror will be rejected and will receive no further consideration for award. In the event a contractor is rejected based on a determination of non-responsibility, a determination will be made on the next apparent successful offeror.