

**DISTRICT OF COLUMBIA COURTS**  
**REQUEST FOR PROPOSAL NO. DCSC-17-RFP-0045**

**CAPTION: DC COURTS STRATEGIC PLAN (2018-2022) CREATIVE CONCEPT,  
DESIGN, AND PRINT-READY PUBLICATION SERVICES**

**A. Project Background:** The District of Columbia Courts, comprised of the Court of Appeals, the Superior Court, and the Court System, are in the process of developing its fourth Strategic Plan to cover the 2018-2022 time period. The D.C. Courts are seeking a qualified contractor to provide creative concept, design, and print-ready publication services for the production of the Courts' Strategic Plan and related communication/marketing materials, including digital searchable materials for website and social media platform.

**B. Statement of Work**

The contractor shall provide appropriate creative concepts and designs for the Strategic Plan and communication/marketing materials, utilizing Court provided content which will include text, photographs and graphics. The contractor shall also provide photographs/graphics (as needed) and deliver a print-ready layout in English and Spanish for professional printing.

The design and layouts shall include the following:

- The design for the front and back cover of the strategic plan booklet;
- A presentation-quality finished size of 5 ½" x 8 ½" booklet not-to-exceed forty (40) pages;
- A presentation-quality finished size of 5 ½" x 8 ½" executive summary not-to-exceed four (4) pages; and
- A downloadable electronic file for internal and external websites that will allow for social media feeds and mobile app downloads.

**B.1.** The contractor shall be responsible for:

**B.1.1.** Concept development – with input from the D.C. Courts, provide a minimum of three (3) proposed concepts/themes with sample designs for the publication. The approved concept/theme will tie together in a cohesive, effective story that is told visually in the design of the publication. Concept development will include up to three (3) revisions if necessary based upon the Courts' review and feedback.

**B.1.2.** Graphic design and layout – high-quality publication design that effectively applies the approved theme with approved copy and images (photos, illustrations, etc.) for visual interest and to emphasize the Strategic Plan's theme and content, as well as an Adobe PDF file that contains all elements of the completed plan, including the inside and outside of the front and back covers, with all text searchable by Adobe Acrobat Reader, and a thumbnail

image of the Plan’s cover for web postings. A maximum of three (3) revisions will be allowed to incorporate graphic and layout changes.

**B.1.3.** Print-ready production file – delivery of a print-ready professional printer production file in the Cyan Magenta Yellow and Black (CYMK) printing format.

**B.1.4.** Professional Printing – A total quantity of 2000 strategic plan booklets: 1500 in English; and 500 in Spanish

**C. PRICE/COST SCHEDULE**

**C.1 Table**

<b>CLIN #</b>	<b>CLIN Description</b>	<b>Quantity</b>	<b>Total Price</b>
0001	Graphic design and layout including the design for the front and back cover of the strategic plan booklet	N/A	\$
0002	Strategic Plan Booklets (Includes English and Spanish versions as outlined in section B.1.4)	2000	\$
<b>Total Contract Price</b>			\$

**C.2 Total Contract Price for CLIN#0001 shall include all direct and indirect costs.**

**D. Deliverables Schedule**

The D.C. Courts will develop key milestones with the selected contractor that requires approval in writing by the COTR and it is expected that the final approved print-ready production file will be ready no later than **August, 31, 2017.**

**E. Evaluation of Award**

D.C. Courts intend to award a **single firm-fixed price** contract as a result of this RFP to the responsible vendor whose offer is most advantageous to the Courts based on the evaluation criteria set forth in section E.1 below. The recommendation for award will be based upon the total points awarded for the technical evaluation of the written proposals and the supplemental materials provided by the due date of **May 2, 2017 at 2:00pm,EST.**

## **E.1 Technical Evaluation Criteria**

The technical evaluation factors set forth below shall be used to evaluate each proposal. The maximum points for technical are one-hundred (100) total points. The criteria for evaluating the proposals and their respective points are as follows:

<b>Criteria</b>	<b>Maximum Points</b>
Contractor's Qualifications in design and layout (English and Spanish)	35
Credentials/Resumes of proposed project staff experienced in design and layout in English and Spanish	35
Past performance of work provided in contracts of similar and/or like services using the Adobe suite minimum version 5.5 (particularly InDesign, Illustrator, Photoshop, Acrobat). -- Use Attachment J.6 to provide (3) letters of reference	15
Portfolio Samples and Sample Logo Design of previous work -- electronic files or hard copies	15

## **E.2 Price Proposal Evaluation**

**E.2.1** The Courts will not rate or score price, but will evaluate each Offeror's price proposal for realism, reasonableness, and completeness. This evaluation will reflect the Offerors understanding of the requirements and the validity of the Offeror's approach to performing the work.

**E.2.2** Realism: The Courts will evaluate the realism of the proposed price by assessing the compatibility of proposed price with proposal scope and effect. In the evaluation the Courts will consider the following:

- a. Do the proposed prices reflect a clear understanding of the requirements?
- b. Are proposed prices unrealistically high or low?

**E.2.3** Reasonableness: In evaluating reasonableness, the Courts will determine if the Offeror's proposed prices, in nature and amount, do not exceed those which would be incurred by a prudent contractor in the conduct of competitive business. The assessment of reasonableness will take into account the context of the source selection, including current market conditions and other factors that may impact price. In the evaluation the Courts will consider the following:

- c. Is the proposed price(s) for Section C comparable to the independent Courts cost estimate?

- E.2.4** Completeness: In evaluating completeness, the Courts will determine if the Offeror's provide pricing data of sufficient detail to fully support the offer and permit the Courts to evaluate the proposal thoroughly. In the evaluation the Courts will consider the following:
- d. Do the proposed prices include all price elements the Offeror is likely to incur in performing the effort?
  - e. Do proposed prices account for all requirements?

**F. Contract Type:**

The D.C. Courts intend to issue a single Firm-Fixed Price (FFP) award for this RFP.

**G. Term of Contract**

The term of the contract shall not exceed twelve (12) months from the date of award. The date of award shall be from the date of the Contracting Officer's signature. The period of performance shall be 120 days.

**H. Contact Person(s):**

- H.1** All communications regarding this RFP should be directed by email to Toshia Jackson, Contract Specialist at [toshia.jackson@dcsc.gov](mailto:toshia.jackson@dcsc.gov).

**H.2 Contracting Officer (CO)**

The District of Columbia Superior Court Contracting Officer who has the appropriate contracting authority is the only Courts official authorized to contractually bind the Courts through signing contract documents. The Contracting Officer is:

**NAME: Geoffrey A. Mack**  
**TITLE: Procurement and Contracts Manager**  
**DIVISION: Administrative Services Division**  
**ADDRESS: 616 H Street, N.W., Suite 622**  
**Washington, D.C. 20001**

**H.3 Contracting Officer's Technical Representative (COTR)**

The COTR is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The COTR has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. The COTR is:

**NAME: Carolyne A. Siganda**  
**TITLE: Strategic Development Associate**  
**DIVISION: Strategic Management**  
**ADDRESS: 616 H Street, N.W., Suite 500**  
**Washington, DC 20001**

**I. Questions:**

The deadline for submitting questions for this RFP is Friday, April 21, 2017 at 12pm, EST. The Courts will not consider any questions received after the above mentioned date and time. Written questions and inquires should be submitted by email to Toshia Jackson, Contract Specialist at [toshia.jackson@dcsc.gov](mailto:toshia.jackson@dcsc.gov).

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## **LIST OF ATTACHMENTS**

- J.1           General Provisions Applicable to D.C. Courts Contracts**
- J.2           Anti-Collusion Statement**
- J.3           Ethics in Public Contracting**
- J.4           Non-Discrimination**
- J.5           Certification of Eligibility**
- J.6           Past Performance Evaluation Form**
- J.7           Certification Regarding a Drug-Free Workplace**
- J.8           District of Columbia Courts Release of Claims**

**K. Proposal Submission:**

Quotes must be submitted no later than Tuesday, May 2, 2017 at 2pm, EST.

**K.1 Submission by delivery or courier service:**

**District of Columbia Courts  
Administrative Services Division  
Procurement and Contracts Branch  
Attn: Toshia Jackson, Contract Specialist  
701 7th Street, N.W., Suite 622  
Washington, DC 20001**

**K.2 Submission by mail:**

**District of Columbia Courts  
Administrative Services Division  
Procurement and Contracts Branch  
Attn: Toshia Jackson, Contract Specialist  
616 H Street, N.W., Suite 622  
Washington, DC 20001**

**L. Proposal Form, Organization and Content**

**L.1** One original and five (5) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. The Offeror shall conspicuously mark on the outside of the proposal package the name and address of the Offeror and the following:

***SOLICITATION NUMBER: DCSC-17-RFP-0045***

***CAPTION: "DC COURTS STRATEGIC PLAN (2018-2022) CREATIVE CONCEPT, DESIGN AND PRINT-READY PUBLICATION SERVICES"***

***PROPOSAL DUE DATE & TIME: MAY 2, 2017, 2:00 p.m., EST***

**L.2** Offerors are directed to the specific proposal evaluation criteria found in Section E, Evaluation of Award. The Offeror shall respond to each factor in a way that will allow the Courts to evaluate the Offeror's response. The Offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested below for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the Offeror proposes to fully meet the requirements in Section C.

**L.3 Technical and Price Proposals Format and Content**

**L.3.1** Volume I - Technical Proposal shall be comprised of the following tabs:

<b>Tab</b>	<b>Section</b>
A	<b>General Information/Qualifications</b>
B	<b>Technical Approach</b>
C	<b>Credentials/Resumes</b>
D	<b>Past Performance</b>

**L.3.2 Volume 1 - Tab A – General Information/Qualifications**

In this section (Tab A) of the proposal, the Offeror shall provide a brief description of its organization to include:

1. Brief history of the Company;
2. Name, Address, Telephone Number and DUNS and Federal ID Numbers of the Offeror;
3. If the Offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements; and
4. Name, Address, email and current phone number of Offeror’s contact person.
5. A copy of each District of Columbia license, registration or certification that the Offeror is required by law to obtain. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements.

**L.3.2.1** Contractor must demonstrate their capacity to deliver the project requirements for design and layout.

**L.3.4 Volume I - Tab B - Technical Approach**

Five (5) pages limit has been established for the Technical Approach to encourage concise presentation, while responding to and explaining how all technical requirements shall be fulfilled. Any material beyond the five (5) pages limit will not be considered. The Offeror shall provide a comprehensive plan to accomplish the work described in Section B. This shall, at a minimum, include:



1. Overall understanding of the RFP requirements.
2. The Feasibility of the proposed approach and the method of which implementation, including tasks, timeline, and management, accountability and expected deliverables.
3. A comprehensive list of project tasks and deliverables.
4. Clearly defined project responsibilities and accountability.
5. Electronic files or hard copies of portfolio samples and sample logo design of previous work -- Electronic files of samples only, must be emailed to toshia.jackson@dcsc.gov by the closing date and time of this RFP.

### **L.3.5 Volume I - Tab C – Credentials/Resumes**

The Offeror's proposed staffing, as a team, shall demonstrate, at a minimum, relevant experience with recent projects of similar nature. Resumes of proposed resources shall be included.

### **L.3.6 Volume I - Tab D – Past Performance**

The information requested in this section shall facilitate the evaluation of the Offeror's past performance in delivering the Court's requirements as described herein.

The Offeror shall provide any information to substantiate the Offeror's past performance in completing the requirements of Section B. The Offeror shall provide the following information:

Past performance of work provided in contracts of similar and/or like services for a Court, federal government agency, or to private sector businesses, inclusive of dates, contract amount, address and telephone number of contract administrator.

Three (3) references to include information about previously performed Courts or federal or private contracts providing similar and/or like services, inclusive of dates, contract amount, address and telephone number of the contract administrator. **Each reference shall be submitted on the Past Performance Evaluation Form (Attachment J.6) and shall address client's satisfaction with Offeror's performance and deliverables on similar services.**

Past Performance Evaluation Form (Attachment J.6) will be used to query previous customers regarding Offerors past performance on contracts. Offerors shall assure that customers listed in the proposal complete and sign the Performance Evaluation

Form and return them with the technical proposal submission. For each reference contacted, the contact person will be requested to confirm the period of performance, dollar amount, timeliness of performance, cost control business relations and customer satisfaction.

Past performance information will be used for responsibility determination. The Courts will focus on information that demonstrates quality of performance relative to the similarity of scope, magnitude and complexity to that detailed in the RFP.

The Courts reserves the right to contact the owners of projects known to have been completed within the last three (3) years but not supplied as references, and the information received may be used in the evaluation of past performance.

**L.4 Volume II – Price Proposal shall be comprised of the following tabs:**

Tab	Section
A	Price Information
B	Certification Forms
C	Disclosure

**L.4.1 Volume II – Tab A - Price Proposal**

**L.4.2** A separately bound price proposal must be submitted using the format provided in **Section C.1** of this RFP.

**L.4.3** The Price Proposal shall be comprised of the following Section(s):

**L.4.3.1** Price/Cost Schedule (Section C.1)

**L.4.5 Volume II - Tab B – Certification Forms**

**L.4.5.1** Offerors shall complete and return with their proposal the Anti-Collusion Statement (Attachment J.2), Ethics in Public Contracting (Attachment J.3), Non-Discrimination (Attachment J.4), Certification of Eligibility (Attachment J.5), Past Performance Evaluation Forms (Attachment J.6), and Certification Regarding A Drug-Free Workplace (Attachment J.7)

**L.4.7 Volume II - Tab C - Disclosure**

**L.4.7.1** Other Considerations shall contain any assumptions, conditions, or exceptions (technical, price, or otherwise) by the Offeror upon which the proposal is based to include the rationale for the assumption, condition, or exception and other general information. If the Offeror has no assumptions, conditions, or exceptions, state so.

**L.4.7.2** Disclosure details of any legal action or litigation past or pending against the Offeror.

**L.4.7.3** A statement that the Offeror knows of no conflict between its interests and those of the District of Columbia Courts; and further that the Offeror knows of no facts or circumstances that might create the appearance of a conflict between its interests and those of the District of Columbia Courts.

**M. PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS**

**M.1 Proposal Submission**

Proposals must be submitted no later than 2:00 pm, May 2, 2017. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated Courts office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- (a) The proposal or modification was sent by registered or certified mail not later than the 5th day before the date specified for receipt of offers;
- (b) The proposal or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the Courts, or
- (c) The proposal is the only proposal received.

**M.2 Withdrawal or Modification of Proposals**

An Offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date and time for receipt of proposals.

**M.3 Postmarks**

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When

the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the Offeror can furnish evidence from the postal authorities of timely mailing.

#### **M.4 Late Modifications**

A late modification of a successful proposal, which makes its terms more favorable to the Courts, shall be considered at any time it is received and may be accepted.

#### **M.5 Late Proposals**

A late proposal, late modification or late request for withdrawal of a proposal that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful proposals resulting from this solicitation.

#### **M.6 Explanation to Prospective Offerors**

If a prospective Offeror has any questions relating to this RFP, the prospective Offeror shall submit the question in writing to Toshia Jackson, Contract Specialist at [toshia.jackson@dcsc.gov](mailto:toshia.jackson@dcsc.gov). The prospective Offeror shall submit questions no later than 12:00 p.m., April 21, 2017. The Courts will not consider any questions received after this date and time. The Courts will furnish responses promptly to all prospective Offerors. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective Offeror.

#### **M.7 Acknowledgment of Amendments**

The Offeror shall acknowledge receipt of any amendment (a) by signing and returning the amendment. The Courts must receive the acknowledgment by the date and time specified for receipt of proposals. An Offeror's failure to acknowledge an amendment may result in rejection of its offer.

#### **M.8 Final Proposal Revisions (FPR)**

The Courts may award a contract upon the basis of initial offers received, without discussions. Therefore, each initial offer shall contain the Offeror's best terms from a cost and technical standpoint. However, if discussions are held with Offerors, all Offerors within the competitive range will be notified regarding the holding of discussions and will be provided an opportunity to submit written Final Proposal Revisions at the designated date and time. If any modification is submitted, it must be received by the date and time specified and is subject to the "Late Submissions, Modifications and Withdrawals of

Proposals" provisions of this solicitation. After receipt of Final Proposal Revisions, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the Courts best interest to do so. If discussions are reopened, the Contracting Officer shall issue an additional request for Final Proposal Revisions to all Offerors still within the competitive range.

#### **M.9 Retention of Proposals**

All proposal documents will be the property of the Courts and retained by the Courts, and therefore will not be returned to the Offerors.

#### **M.10 Proposal Costs**

The Courts is not liable for any costs incurred by the Offerors in submitting proposals in response to this solicitation.

#### **N. Prospective Contractor's Responsibility**

- N.1** In order to receive an award under this RFP, the Court's Contracting Officer must determine that the prospective contractor has the capability in all respects to perform fully the contract requirements. To be deemed responsible, a prospective contractor must establish that it has:
  - N.2** Financial resources adequate to perform the contract, or the ability to obtain them;
  - N.3** Ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
  - N.4** A satisfactory record of performance;
  - N.5** The necessary organization, experience, accounting and operational control, and technical skills, or the ability to obtain them;
  - N.6** Compliance with the applicable Courts licensing, tax laws, and regulations;
  - N.7** The necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and
  - N.8** Other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- N.9** The Courts reserves the right to request from a prospective contractor information

necessary to determine the prospective contractor's responsibility. Information is to be submitted upon the request of the Courts within the time specified in the request.

**N.10** Failure of an Offeror to comply with a request for information may subject the Offeror's proposal to rejection on responsibility grounds. If a prospective contractor fails to supply the requested information, the Court's Contracting Officer shall make the determination of responsibility or non-responsibility based on available information. If the available information is insufficient to make a determination of non-responsibility, the Court's Contracting Officer shall determine the Offeror to be non-responsible.

## **O. Invoicing/Payments**

**O.1** The Contractor shall submit proper invoices as specified in Section O.1.1 below, to the following address:

**District of Columbia Courts  
Financial Operations  
500 Indiana Ave., N.W.,  
Washington, DC 20001**

**O.1.1** To constitute a proper invoice, the Contractor's invoice shall include the following information on the invoice:

- a. Name and address of the Contractor, Federal ID and invoice date and number;
  - b. The contract number and Contract Order number;
  - c. Description, , price, quantity, and the date(s) that the supplies or services were delivered or performed;
  - d. Date the services or supplies were rendered;
  - e. Other supporting documentation or information, as required by the Contracting Officer;
  - f. Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
  - g. Name, title, phone number of person preparing the invoice;
  - h. Name, title, phone number and mailing address of person (if different from the person identified in **g** above) to be notified in the event of a defective invoice; and
  - i. Authorized signature.
- O.2** Payment to the Contractor for services satisfactorily performed and accepted by the Courts shall be made by the Courts once the Contractor's certified invoice has been approved by the COTR, or in the case of a dispute, subject to final determination by the Contracting Officer. The Courts will pay the Contractor on or before the 30th day after receipt of a proper invoice.

**O.3 Payment Schedule**

<b>CLIN</b>	<b>DELIVERABLE</b>	<b>%</b>	<b>COMMENTS</b>
0001	Graphic Design and Layout	35%	In accordance with COTR approved milestone schedule - per Section D
0002	Printed Draft Copy of Booklet	35%	
	Final Printed Copies of Booklets	30%	

**P. Special Contract Requirements**

**P.1 Publicity**

The Contractor shall at all times obtain the prior written approval from the CO before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

**P.2 Disclosure of Information**

**P.2.1** Any information made available by the District of Columbia Courts shall be used only for the purposes of carrying out the provisions of this contract, and shall not be divulged nor made known in any manner to any person except as may be necessary in the performance of the contract.

**P.2.2** In performance of this Contract, the Contractor agrees to assume responsibility for protection of the confidentiality of Courts records and that all work shall be performed under the supervision of the Contractor or the Contractor’s responsible employees.

**P.2.3** Each office or employee of the Contractor to whom information may be available or disclosed shall be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions.

**P.2.4** No information regarding the Contractor’s performance of the contract shall be disclosed by the Contractor to anyone other than the District of Columbia Courts officials unless written approval is obtained in advance from the Contracting Officer.

### **P.3 Courts' Responsibilities**

**P.3.1** The Courts' staff will work with the selected Contractor to address any questions and concerns.

**P.3.2** The Courts' staff will provide the necessary level of access to the Courts' systems.

### **P.4 Contractor Project Staff**

**P.4.1** The Contractor shall not change key Contractor staff (for this RFP's project team) unless such replacement is necessary due to sickness, death, termination of employment, or unpaid leave of absence. Any such changes shall require formal written notice to the Courts. Replacement project staff shall have comparable or greater skills with regard to performance of the project as the staff being replaced and be subject to the provisions of this RFP and any resulting contract.

**P.4.2** The Courts reserves the right to require removal or reassignment of the Contractor's project staff found unacceptable.

**P.4.3** The Courts may conduct reference checks—and if applicable, will conduct background checks—on the Contractor's project staff. The Courts reserves the right to reject the Contractor's staff as a result of such reference and background checks.

**P.4.4** Notwithstanding anything to the contrary, the Courts shall have the option to terminate the contract, at its discretion, if it is dissatisfied with the Contractor's replacement project staff.

### **Q. CONTRACT CLAUSES**

**Q.1** The General Provisions Applicable to D.C. Courts Contracts (Attachment J. 1) shall be applicable to the contract resulting from this RFP.

#### **Q.2 Confidentiality of Information**

The Contractor shall keep all information relating to any employee or customer of the Courts in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the Courts and federal laws governing the confidentiality of records.



### **Q.3 Time**

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

### **Q.4 Rights In Data**

**Q.4.1** Data, as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

**Q.4.2** The term —Technical Data, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

### **Q.5 Other Contractors**

The Contractor shall not commit or permit any act that will interfere with the performance of work by another Courts contractor or by any Courts employee.

### **Q.6 Subcontracts**

None of the Contractor's work or services hereunder may be subcontracted by the Contractor to any subcontractor without the prior, written consent of the Contracting

Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement which the Courts shall have the rights to review and approve prior to its execution. Notwithstanding any such subcontractor approved by the Court, the Contractor shall remain liable to the Courts for all contractors' work and services required hereunder.

**Q.7 Ethics in Public Contracting**

The Offeror shall familiarize itself with the Court's policy entitled "Ethics In Public Contracting". The Offeror shall abide by such provisions in submission of its proposal and performance of any contract awarded. See Attachment J.3.

**Q.8 Disputes**

Any dispute arising under or out of this contract is subject to the provisions of Chapter 8 of the Procurement Guidelines of the District of Columbia Courts.

**Q.9 Laws and Regulations**

All applicable laws, Courts rules, procurement guidelines and regulations shall apply to the contract throughout, and they will be considered to be included in the contract the same as though herein written out in full.

**Q.10 Non-Discrimination**

The Contractor agrees that it will comply with the nondiscrimination requirements set forth in D.C. Code, Section 2-1402.11( Supp. 2006) which will be incorporated into any contract awarded. The Contractor agrees to comply with requests from the Courts to support the Contractor's adherence to this section.

**Q.11 Examination of Books and Records**

The Contracting Officer or any of the Contracting Officer's duly authorized representatives shall, until three years after final payment, have the right to examine any directly pertinent books, documents, papers and record of the Contractor involving transactions related to the contract.

**Q.12 Record Keeping**

The Contractor shall be expected to maintain complete and accurate records justifying all actual and accrued expenditures. The Contractor's records shall be subject to periodic audit by the Court.

**Q.13 Order of Precedence**

**Q.14** The contract awarded as a result of this RFP will contain the following clause:

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) DC Courts General Contract Provisions
- (4) Contract attachments other than the General Contract Provisions
- (5) RFP, as amended
- (6) BAFOs (in order of most recent to earliest)
- (7) Proposal

**Q.15 Governing Law**

This contract, and any disputes arising out of or related to this contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

**END OF CLAUSE**