

**DISTRICT OF COLUMBIA COURTS
SOLICITATION, OFFER AND AWARD
FOR SUPPLIES, OR SERVICES**

ISSUED BY: DISTRICT OF COLUMBIA COURTS
ADMINISTRATIVE SERVICES DIVISION
PROCUREMENT AND CONTRACTS BRANCH
616 H STREET, N.W., ROOM 612
WASHINGTON, D.C. 20001

DATE ISSUED: November 11, 2018
OPENING DATE: December 10, 2018
OPENING TIME: 3:00 PM

SOLICITATION NUMBER: DCSC-19-RFP-0027

OFFER/BID FOR: DC Courts Signage and Wayfinding System

MARKET TYPE: Open Market
TYPE OF SOLICITATION: Sealed
Proposals (RFP)

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OFFER (TO BE COMPLETED BY OFFEROR) Note: In sealed bid solicitations “Offer” and “Offeror” mean “Bid” and “Bidder.”

The undersigned offers and agrees that, with respect to all terms and conditions accepted by the District of Columbia Courts under “AWARD” below, this offer and the provisions of the RFP/IFB will constitute a Formal Contract.		
<p align="center">OFFEROR</p> <p>Name: Street: City, State: Zip Code:</p> <p>Area Code & Telephone Number:</p>	Name and title of Person Authorized to Sign Offer: (Type or Print)	
	Signature	Date:
	(Seal)	
	Impress Corporate Seal Corporate (Secretary) _____ (Seal) (Attest)	

AWARD (To be completed by the District of Columbia Courts)

CONTRACT NO. _____	AWARD AMOUNT \$ _____
ACCEPTED AS TO THE FOLLOWING ITEMS:	

DISTRICT OF COLUMBIA COURTS BY: _____ CONTRACTING OFFICER	
CONTRACT PERIOD: _____	AWARD DATE _____

All written communications regarding this solicitation should be addressed to the Contracting Officer and should be directed by e-mail to Flor Rivera, Contract Specialist at maria.rivera@dcsc.gov.

This solicitation is open market procurement.

PART I
SECTION B - SUPPLIES OR SERVICES AND PRICE/COST

- B.1 SERVICES:** The District of Columbia Courts (the Courts) are seeking a qualified Contractor in the DC Metro Area who is interested in providing Signage Manufacturing & Wayfinding Services including the management and procurement of the signs.
- B.1.1 The selected supplier must be able to demonstrate their ability to perform consistently to high standards of quality and reliability in delivering products and services similar to those described here within.
- B.1.2 **CONTRACT TYPE:** The resulting contract will be a Hybrid Contract:
A) Fix Price component for management and
B) Cost Reimbursable Component for the production and installation of the signs.
- B. 1.3 **TERM OF THE CONTRACT:** The term of the contract will be two years (2) from date of award with an option of three (1 Year) option years. The date of award shall be the date the Contracting Officer signs the contract document.
- B.2** The On-site Meeting will be held on **November 16, 2018 at 9:30 am (no more than one person per company)** at:
- District of Columbia Courts
Capital Projects and Facilities Management Division
701 7th Street, N.W., Suite 617
Washington, D.C. 20001
Offerors shall provide the following information no later than November 13:
a) Full name of attendee
b) Name of the Company affiliated with
- B.4 ESTIMATED COST, FEE, AND OBLIGATED AMOUNT**
- The Offeror shall submit a price schedule, for a base period of two years and the option years, for the services specified and in accordance with **Section C**, Description/Specifications/Work Statement, of this Request for Proposal (RFP).
- B.5 INDIRECT COSTS**
- For the Prime Contractor:
Indirect cost rates, allowable indirect costs shall be reimbursed on the basis of the

following negotiated or predetermined rates and the appropriate bases:

Description	Rate %
Indirect	
Fringe Benefits	
Fee	

B.6 COST REIMBURSABLE

Cost-reimbursement types of contracts provide for payment of allowable incurred costs. The costs allowable shall be limited to reasonable, allocable and necessary costs determined in accordance with:

- (1) For the purpose of reimbursing allowable costs.
 - (i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;
 - (ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for:
 - (A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made:
 - (1) In accordance with the terms and conditions of a subcontract or invoice; and
 - (2) Ordinarily within thirty (30) calendar days of the submission of the Contractor's payment request to the Court;
 - (B) Other direct in-house costs; and
 - (C) Properly allocable and allowable indirect costs, as shown in the proposal records.

B.7 PAYMENT OF FEE

Payment of fee may be made upon receipt of a proper invoice. Fee, shall be allocated based upon the proportion of the labor provided over the period covered by the invoice. In the event the Contractor does not provide the total Level of Effort stipulated in the contract budget, the total amount of fixed fee will be reduced in similar proportion.

[END OF SECTION B]
SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 PURPOSE

The District of Columbia Courts (DC Courts) has a need for a skilled, experienced contractor, with knowledge of project and program management to provide operational support. This contractor will assist CPFMD with achieving continuity and efficiency related to the existing exterior, interior, and wayfinding signage system, picture hanging and installation supervision, migration needs across the DC Court Judiciary Square Campus and Leased Spaces.

The contractor will administer and oversee: a) signage baseline analysis, b) signage maintenance, c) move/ migration support, d) signage coordination services with the DC Courts AOR, e) signage for new construction projects and f) preparing specifications for the procurement of signs.

C.2 BACKGROUND

C.2.1 The Courts is comprised of the DC Court of Appeals, the DC Superior Court and the DC Court System. The Capital Projects and Facilities Management Division (CPFMD) is a part of the DC Court System—providing shared services to the DC Court of Appeals and the DC Superior Court. The DC Courts currently maintain 1.2 million gross square feet (GSF) of space within five (5) Courts-owned buildings in Judiciary Square and maintain the grounds surrounding those buildings.

C.2.2 The Courts' Judiciary Square campus is comprised of the following five (5) Courts-owned buildings (Refer to Attachment J.12, "The District of Columbia Courts Facilities Master Plan dated November 15, 2013" for a more detailed description of the campus):

500 Indiana Avenue N.W. (H. Carl Moultrie Courthouse)

515 5th St. NW (known as Building A)

510 4th St. NW (known as Building B)

410 E St. NW (known as Building C)

430 E St. NW (known as Building D/the Historic Courthouse)

C.2.3 Currently, the Courts temporarily house personnel in one (1) leased building near Judiciary Square where alterations and improvements are made by the Courts prior to or during occupation of the leased building:

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616 H St. NW (known as the Gallery Place building)

- C.2.4 Additionally, the Courts lease seven (7) satellite offices throughout the District of Columbia and. Over the next five years, the Courts anticipates making approximately \$4.5 M in improvements to one satellite office.
- C.2.5 The Superior Court of the District of Columbia and its many supporting functions are housed in the H. Carl Moultrie Courthouse. The eight-story building is the Court's largest facility comprising 462,660 occupiable square feet (OSF)/ 680,000 gross square feet (GSF), containing over 90 courtrooms and hearing rooms, and is the focus of most court activities. It is an 8-story building with a full level of parking below. The H. Carl Moultrie Courthouse is south of Indiana Avenue opposite the DC Court of Appeals.
- C.2.6 Located in close proximity to the Moultrie Courthouse are 515 5th Street, NW (64,544 OSF/113,000 GSF), 510 4th Street, NW (68,713 OSF/107,000 GSF), 410 E Street, NW (27,468 OSF, and 430 E Street, NW (59,779 OSF/115,300 GSF).
- C.2.7 Over the next five (5) years, the Courts has four (4) major renovation initiatives ongoing and planned that requires the Courts to have a Contractor in place who has experience providing integrated agency PgM services for interrelated projects, over multiple sites, varying in scale and complexity. It is the expectation of the Courts that the Contractor facilitate full integration/communication and lead the Courts' personnel, the Courts' construction management (CM) teams, and other Courts' contractors and vendors who will be procured to manage the following program initiatives:
 - C.2.7.1 Completion of the C Street Addition on the east side of the H. Carl Moultrie Courthouse at 500 Indiana Ave N.W. and all interrelated projects in Judiciary Square
 - C.2.7.2 Completion of C Street Addition/Phase2B (Refer to Attachment J.13, C Street Addition Phase 2B Furniture Plans—62,649 gross square feet (GSF), 6-level addition with green roof consisting of office space, public space, 6 trial courtrooms and judge's chambers; goal of LEED Platinum certification
 - C.2.7.3 Completion of projects interrelated with completion of the C Street Addition—referred to by the CPFMD as Phase 2B concurrent projects, Phase 2B support projects and post Phase 2B projects:
 - C.2.7.3.1 HCMCB (West) Renovate 3rd Floor Courtroom Sets (approximately 17,200 GSF) that consists of courtrooms, jury rooms and witness rooms.

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- C.2.7.3.2 HCMCB (East/Suite 4485) Renovate Interim Juvenile Intake & Re-Configure Mental Health (approximately 3,000 GSF). Space type to be renovated consists of standard office space.
- C.2.7.3.3 HCMCB (East/Suite C600) Re-Locate Security Closet to Support USMS (small security closet).
- C.2.7.3.4 HCMCB (East/Suite C600) Re-Locate IT Closet to Support USMS (small IT closet).
- C.2.7.3.5 HCMCB (East/C Level) Construct Reserve Offices and Renovate Public Corridors (approximately 3,900 GSF). Space type to be renovated consists of standard office space and public corridors.
- C.2.7.3.6 HCMCB (East/C600) Renovate for USMS Administrative Consolidation (approximately 3,100 GSF). Space type to be renovated consists of standard office space.
- C.2.7.3.7 HCMCB (East/4th Level) Construct Training & Conference Rooms, Juror's Lounge & Juror's Business Center, Public Restrooms, Video Conference Rm (approximately 15,700 GSF).
- C.2.7.3.8 HCMCB (East/Suite 1195) Renovate Security Office (approximately 800 GSF). Space type to be renovated consists of standard office space.
- C.2.7.3.9 HCMCB (East/C Level) Renovate Press Rm, Pre-Trial Services & Forensic Psychiatrists (approximately 1,300 GSF). Space type to be renovated consists of standard office space.
- C.2.8 Relocation of DC Courts personnel from leased space at 616 H Street (Gallery Place) to DC Courts-owned space in Judiciary Square:
 - C.2.8.1 Includes complete renovation of Building B at 510 4th Street—(4 floors, approximately 69,000 OSF/107,000 GSF, LEED Silver minimum req.). Space type to be renovated consists of standard office space, courtrooms, jury rooms and chambers.
 - C.2.8.2 Includes minor renovations of office space in Building A at 515 5th Street (approximately 3,100 GSF). Space type to be renovated consists of standard office space.
- C.2.9 Complete systematic multi-year renovation of 60+ courtroom sets (courtrooms, jury rooms and witness rooms) and chambers throughout DC Courts' facilities in Judiciary Square.

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C.2.9.1 It will require that the Contractor supports AOR updates of the DC Courts Design Standards (Attachment J.14) to incorporate the latest/contemporary courtroom design trends and courtroom technologies sufficient to meet “DC Courts Strategic Plan 2018-2022 Goal IV.

C.2.10 Planning and completion of operation and maintenance facility projects using an average of \$1.5-\$2 million in operating funds annually.

C.3 REQUIRED SERVICES

C.3.1 The District of Columbia Courts is in the need of a contractor that represents a primary business in the field of Graphic Design/Signage performing the work of sign programming and design. This award will include the development of baseline studies, identification of new signage needs, maintenance and implementation of a standard interior/exterior signage for all Courts buildings. This includes, but not limited to wayfinding (directional) sign programs, room and safety signage, the development of pedestrian and vehicle way-finding sign programs, building and entrance identification, traffic/regulatory and preparing signage procurement packages following DC Court’s Signage Standards.

C.3.2 All the services performed under the contract will require a level of coordination with the DC Court Facilities Master Planner/Architect, to ensure the updating of the Courts Master Plan. In addition, the Contractor will be responsible for coordinating with the AOR and the Courts Procurement Officer the manufacturing of the signs. The contractor will appoint a team – including a Project Manager and dedicated staff – once the project is awarded.

C.3.3 Offeror agrees to provide the Services, and Deliverables as described in individual statements of work for projects in a manner consistent with the processes outlined. Pricing by the offeror should be in strict accordance with the information provided in response to this request.

C.3.4 The interior signage area is defined as the interior of the Courts buildings which includes, but not limited to:

- 500 Indiana Avenue N.W. (H. Carl Moultrie Courthouse)
- 515 5th St. NW (known as Building A)
- 510 4th St. NW (known as Building B)
- 410 E St. NW (known as Building C)
- 430 E St. NW (known as Building D/the Historic Courthouse)

C.4 TASKS

C.4.1 INTERIOR TASKS (Maintenance and new Signs)

1. Review/utilize the existing room numbering systems and the signage system for all rooms and all floors of the Courts through developing a base line study of the entire Court signage system (directional wayfinding included) this will involve site visits to document existing signage for updating, reuse, or replacement. This room numbering system is one that is to be directed toward visitors and staff. If the existing room numbering system is “broken”, contractor will propose changes. Any proposed changes, including needed additions to the current numbering system will be reviewed and approved by the CPFMD/DC Courts prior to changes being implemented. (please refer to
2. The contractor will be responsible for the coordination of meetings with the DC Courts Architect of Record (AOR), CPFMD, and the DC Courts and will be the main liaison between the AOR and CPFMD/DC Courts.
3. The contractor will be responsible for reviewing of floor plans and Program of Record (POR), which is provided by the architect and/or the Capital Projects and Facilities Management Division (CPFMD) for each project respectively;
4. The contractor shall coordinate with the AOR for the interior room numbering scheme, and building identification and directional sign program. In addition the contractor will coordinate information with the AOR for the programming and sign location plans being prepared for all of the room identification signs throughout the Courts buildings. This will include a complete sign location/installation plan indicating existing, reuseable, or updated, new signs needed and a comprehensive schedule identifying each sign type, quantity, and message information (including Spanish translations where required). A signage location, installation and message schedule package will be prepared by the contractor.
5. The contractor shall coordinate with the Courts for the directional wayfinding and “you are here” sign program. This will involve programming and sign location plans being prepared for all of the directional signs throughout the Courts. This will include a complete breakdown identifying each sign by type, quantity and message schedule being proposed. Sign location plans and message schedules will be prepared by the contractor

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showing the placement/location of directional signs.

6. The contractor shall identify, implement and coordinate an exterior building identification sign program which would provide maintenance to existing signs and provide new signage as required and needed. This will involve programming and sign location plans being coordinated with AOR and prepared showing the placement of the signs and their respective messages. This will include a complete sign message schedule identifying each sign, its message and its type. Sign location plans and photographs will be prepared showing the exact placement/location of the building identification signs.
7. Examples of the types of exterior signs that are to be included in the scope of work are: Freestanding, wall or building mounted identification signs; Freestanding, wall or building mounted directional signs; Parking lot identification; Site identification signs. Directional Exterior Wayfinding Signage, Traffic signage –stop signs, pedestrian crossing, no parking signs etc., Exterior building identification signage. Temporary signs that we currently use are made of metal, vinyl or plastic.
8. Drafting of initial Signage Location plans, typical installation elevations and details to ensure maximum clarity for the signage package document will be provided at a minimum for all projects.
9. The Contractor shall perform periodic site visits to document, and note for maintenance purposes all existing signage in the project scope for possible reuse/installation. Only existing signage that meets current DC Courts standards and is ADA compliant will be considered for reuse for renovation projects. Other signage (or parts) with CPFMD's approval may be inventoried, salvaged and stored for Maintenance reuse.
10. The contractor shall assist in coordination efforts / with end-users to ensure the POR is correct and the seating placement is accurate and appropriate per the DC Courts Design Standards; The Contractor in conjunction with CPFMD shall coordinate with the AOR to revise documents as required based on changes to the Program of Record (POR) Upon completion of the revised plans, the contractor shall receive end user and CPFMD sign offs.
11. The contractor shall provide detailed information as soon as possible to the AOR identifying architectural, interior, and/or communication problems in the facilities that need to be changed and/or improved to provide better identification, circulation and communication of services for visitors for consideration by the Courts.
12. The interior signs will follow guidelines for accessible signage related to the Americans

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with Disabilities Act, and in compliance with the DC Court's Signage Standards. Plans, elevations and detail drawings indicating how ADA compliance is met will be required. Any new sign type proposed must be approved and vetted through CPFMD and the Executive Office. Mounting heights and Braille information must be provided in all Signage packages.

13. The contractor will be responsible for coordinating with the AOR to complete the master signage specifications for new projects and will prepare suitable documentation and pricing for the demolition of existing signs and the installation of new signs.
14. The dedicated staff will be responsible for regular site walkthroughs; photographic documentation; signage placement on floor plans and floor plan edits (plans provided by architect.); artwork development; installation supervision; as well as move coordination and picture hanging.
15. The Contractor will be responsible for responding acknowledge request within 2 hours and install the sign within 24 hours to ad hoc signage request as well as unplanned maintenance signage projects needs such as: replacing missing or broken signs or components of signs; updating outdated information; adding missing signage; and addressing temporary needs throughout the DC Courts' campus.
16. The Contractor will be responsible for ensuring the Courts have an **interactive and** intuitive graphic way-finding system with location specific mapping instructions for walking from the current sign to other defined locations.
17. The way-finding system will enable 2-dimensional routes and specific directions from the current sign – “You are here” – to any number of defined locations throughout the Court's building intuitively graphically displayed on the screen.
18. The contractor shall provide the AOR and CPFMD with redlined as built drawings for record.

C.4.2 PROCUREMENT SIGNAGE SPECIFICATIONS

1. The Contractor will prepare the final detailed sign type drawings, defining all of the signs in the hierarchy of the sign program, selected sign construction details, sign installation details and specifications.
2. All requested signs for a project shall be in writing and signed by the COTR of the Courts.

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3. The Contractor shall use the Courts selected signage manufacturers (System 290 and Gable Sign) to procure sign. The contractor will be responsible for developing the specifications and for the procurements. See Attachment DCAA Interior Design Standards.
4. The sign type drawings will include elevation drawings of each sign type with applicable size and layout dimensions and any necessary side, top and back views. It will also contain the interior and exterior sign message schedule, which defines the wording of each sign, referenced to the particular sign type and location, including installation instructions, sign location plan, message schedule, and signage renderings for review by CPFMD and end-users;
5. The contractor will coordinate procurement with the COTR and CO, supervise installation, and finalize signage packages for existing spaces within the DC Courts

C.4.3 PREPARATION

1. The Contractor is responsible for the removal of any existing signs in preparation to receive new sign elements. Contractor must dispose of all signs in accordance with all state and local codes and ordinances. Recycling and re-use of existing sign materials is greatly encouraged. Contractor must consider the salvage value of removed signs in the cost of work.
2. Contractor must verify that all signs ordered fit the as-built conditions of the facility.

C.4.5 INSTALLATION AND PICTURE HANGING

1. Install sign units and components at the locations shown in drawings shall securely mount with fasteners appropriate to the substrate conditions.
2. Install signs on facility property clear of public right of ways and utilities.
3. Install foundations for all free standing signs.
4. Verify that all internal roadway, street and traffic conditions are in accordance with the signs selected and shown on Contract Documents prior to purchase and installation of exterior signage.
5. Picture hanging Involves certificates, degrees, artwork, etc. to be hung on the wall in various locations. The contractor will manage the entire process from initial request to completion.

C.4.5 MOVE COORDINATION SERVICES

The contractor shall assist the DC Courts' coordinating and developing accurate moving plans. The contractor will be responsible for:

- A) Assisting in the planning of moving activities
- B) Conduct on-site walkthroughs and to ensure CPFMD has information necessary to complete migrations.
- C) Attend coordination meetings with end-users to ensure the POR is correct and/or seating placement is accurate and/or appropriate;
- D) The finalization of move programming plans.
- E) This work includes the following items:
 - I. Review of floor plans and Program of Record (POR), in coordination with the AOR and/or the Capital Projects and Facilities Management Division (CPFMD)
 - II. Editing of floor plans as needed to ensure maximum clarity for signage package;
 - III. Create final programming plans, graphics, and labels to be used for move/migration and installation purposes; and
 - IV. Update programming plans once work is complete to reflect an accurate POR within the DC Courts' buildings.

C.4.6 FIELD QUALITY CONTROL

- A. The Contractor shall be responsible for overall quality on the signage system by enforcing signage design standards and installation quality assurance standards that will ensure quality signage for existing and new construction, renovation, repair, replacement and renewal projects.
- B. The Contractor shall be responsible for Inspecting signage locations, to verify installation conforms with Drawings

[END OF SECTION C]

SECTION D - PACKAGING AND MARKING

This section is not applicable to this solicitation

SECTION E – INSPECTION AND ACCEPTANCE

E.1 INSPECTION OF SERVICES

- E.1.1 DEFINITIONS: "Services," as used in this clause, includes services performed, furnished or utilized in the performance of services.
- E.1.2 The Contractor shall provide and maintain an inspection/monitoring system acceptable to the District of Columbia Courts covering the services furnished under this contract. Complete records of all inspection/monitoring work performed by the Contractor shall be maintained and made available to the Courts during contract performance and for as long as the contract requires.
- E.1.3 The Courts have the right to inspect all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Courts shall perform inspections in a manner that will not unduly delay the work.
- E.1.4 If the Courts perform inspections on the premises of the Contractor or subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in the contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- E.1.5 If any of the services do not conform to the contract requirements, the Courts may require the Contractor to perform the services again in conformity with the contract requirements, at no increase in the contract amount. When the defects in services cannot be corrected by performance, the Courts may:
- A) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
 - B) Reduce the contract price to reflect the reduced value of the services performed.
- E.1.6 If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity with the contract requirements, the Courts may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Courts that is directly related to the performance of such service or (2) terminate the contract for default.

[END OF SECTION E]

SECTION F - DELIVERIES AND PERFORMANCE

F.1 TERM OF CONTRACT

The term of the contract will be two years (2) from date of award with three (1year) option years. The date of award shall be the date the Contracting Officer signs the contract document.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

The Courts may extend the term of this contract for a period of three (1 year) year option period, or a fraction thereof by written notice to the Contractor before the expiration of the contract; provided that the Courts shall give the Contractor a preliminary written notice of its intent to extend at least thirty (30) calendar days before the contract expires. The preliminary notice does not commit the Courts to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) calendar day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.2.1 The prices for the option periods shall be as specified in the contract.

F.2.2 The total duration of this contract including the exercise of any options under this clause shall not exceed five (5) years.

F.3 DELIVERABLES

F.3.1 All deliverables shall be in a form and manner acceptable to the Courts. The Contractor shall furnish office supplies, materials, equipment, and employees required to meet and perform the requirements of this Contract.

F.3.2 The Contractor shall provide required services to meet the requirements detailed in **Section C**. The deliverables identified throughout **Section C** and the initial deliverables summarized in the table below are the deliverables that the Courts deem essential to meeting the Courts three (3) primary objectives. The Contractor shall provide any additional deliverables they deem necessary to successfully manage the program and to justify that the Courts objectives and the contract requirements are being met.

F.3.2 The Contractor shall provide the Courts' COTR with one (1) electronic file format copy, one (1) electronic pdf format and one (1) hard copy of each initial deliverable listed on or

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before the designated due dates identified in the chart below. In addition, the Contractor shall provide proposed schedules containing completion milestones for all plans that are submitted to the Courts.

Section Reference	Deliverables (details provided in section referenced)	Due Date (in calendar days)	Deliver To
C.4. 1	Status report that includes the building identification needs, goals achieved during the month and pending actions	Weekly	COTR
C.4.1	Baseline studies	Quarterly	COTR
C.4.3	Procurement signage specifications	As needed	COTR/CO
C.5.6	Migration/Moves plans	As needed	COTR
	Signs request	Acknowledge request within 2 hours. Install within 24 hours for temporary signs	

F.4 STANDARD OF PERFORMANCE

The Contractor shall provide a high standard of professional service. In determining whether the Contractor has performed accordingly, it is understood and agreed that the Courts will measure the amount and quality of the services required by the contract against the representations made by the Contractor in the written proposal provided during the solicitation process.

Performance Metric	Required Service	Performance Indicator	Monitoring Method
Accuracy/ completeness/ technical proficiency	All work products must be complete, accurate, and conducted with techniques commensurate to the work	Draft and final work products are complete and accurate and were conducted in a technically-competent and appropriate manner.	The COTR review of work products may include external peer review of deliverables. The Courts reserves the right to perform any inspection and audit as deemed necessary to assure that the Contractor’s services conform to prescribed requirements.

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Timeliness	All work products - both interim and final - must be completed on schedule for the Courts to use them most effectively.	Contractors' deliverables are provided on schedule as indicated in the contract and all accepted schedules submitted by the Contractor unless modified with COTR concurrence.	The COTR will review deliverables with respect to the schedule/due dates defined in the contract and in accepted Contractor schedules accepted by the Courts during the contract period.
Responsiveness	The Contractor shall be responsive to requests for clarifications on submitted work products or to refinements to the work based on changing needs (within the scope of work).	The Contractor is able to provide requested information or make adjustments to work products that provide a benefit(s) to the Courts without undue delays.	The COTR will review the Contractor's ability to adjust task work in response to changing conditions, needs, and unexpected circumstances.
Communication	The Contractor shall proactively keep the Courts apprised of all issues related to the conduct of the task including, but not limited to progress of work, any issues that affect the multiple Contractor's ability to meet schedule or budget requirements, unforeseen logistical issues.	The Contractor provides both regular updates on the progress of work under the task order and notifies the COTR of any unanticipated circumstances that affect either the analytics/logistics of the program scope, schedule, or budget.	The COTR will review both regular and ad hoc updates and program-related communication
Cost	The Contractor shall proactively manage financial status and health of the contract and the Courts' program.	Actual costs incurred against the Contractor's cost proposal and program spending. Contractor provides Quarterly Financial report	The COTR will review all cost-related reporting to determine if Contractor is performing within proposed cost.

F.5 KEY PERSONNEL /ROLES AND RESPONSIBILITIES

The following positions are designated as Key Personnel. It is the Court's view that the expertise of identified key personnel is essential to meeting the Court's objectives:

-Signage Program Manager

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The Project Manager will be responsible for the oversight of findings and analysis; the coordination of meetings with the architect (IBI Group, Inc.), CPFMD, and the DC Courts; and management and coordination of all phases of the projects in their entirety. The Project Manager will be the main liaison between the architect and CPFMD/DC Courts. Additionally, the Project Manager will coordinate the proposal, procurement, and installation of signage from the sole signage provider (System 2/90).

The dedicated staff will be responsible for regular site walkthroughs; photographic documentation; signage placement on floor plans and floor plan edits (plans provided by architect.); artwork development; installation supervision; as well as move coordination and picture hanging.

F.5.1 Changes to Key Personnel

The personnel specified above are deemed essential to the work being performed hereunder. During the first sixty (60) calendar days of performance, the Contractor shall make no substitutions of key personnel unless illness, death, or termination of employment necessitates the substitution. Should any of these events occur, the Contractor shall notify the CO and the COTR as soon as possible after the event and meet the requirements specified below regarding substitutions.

After the initial sixty (60) calendar day period, the Contractor may propose substitutions to the key personnel. The Contractor must notify both the CO and the Courts COTR thirty (30) calendar days in advance of proposed substitution and must submit, in writing, a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for proposed substitutes, and any additional information requested by the CO sufficient to permit evaluation of the impact on the contract. The Contractor shall, prior to making any substitution permanent, demonstrate to the satisfaction of the CO and the COTR that the qualifications of the proposed substitute personnel are equal to or better than the qualifications originally identified for the position. The CO will notify the Contractor within ten (10) calendar days after receipt of all information of the decision on proposed substitutions. No replacement shall be made by the Contractor without the written consent of the CO.

F.5.2 Program Manager Skills Education and Experience- Minimum Qualifications for Key Personnel

The key personnel are expected to fulfill the following responsibilities, meet the following minimum qualifications and possess the following credentials:

Program Manager

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1. Bachelor's degree; preferably in business, architecture, construction, or manufacturing desired. At least a minimum of 5 years of signage industry project management experience or comparable years of experience in the construction trade. Responsible for a variety of small or large interior and or exterior signage projects.
2. Experienced in Signage and Wayfinding implementation
3. AutoCAD/illustrator/Adobe In Design experience

Resumes provided by the Contractor should include years of experience, summary of relevant experience, education, professional credentials, registrations, certifications and all awards and industry recognition.)

[END OF SECTION F]

SECTION G -CONTRACT ADMINISTRATION DATA

G.1 Payment/Invoices

- G.1.1 The Courts will make invoice payments under the terms and conditions specified in the contract. The Contractor will be compensated upon completion and acceptance of the work/deliverables as specified in the contract. Payments shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. The contractor shall be compensated as set forth below.
- G.1.2 Effective June 8, 2018 all invoices and payment request shall be submitted electronically through the U.S. Department of the Treasury’s **Invoice Processing Platform (IPP)** System using the “Bill to Agency” of Interior Business Center-FMD. The IPP website address is <https://www.ipp.gov>. In addition, it is the vendors’ (contractors’) responsibility to be System for Awards Management (SAM) registered and in IPP. The vendors (contractors) must be SAM registered in order to register in IPP. The SAM website address is <https://www.sam.gov>.
- G.1.3 After contract and purchase order award, in order to receive payment, the Contractor must use the IPP website to register, access, and use IPP for submitting all invoice requests for payment(s). Assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email at IPPCustomerSupport@discal.treasury.gov or by phone (866) 973-3131.
- G.1.4 Payment request means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, at a minimum, the Contractors’ electronic invoice shall include the following information:
- Name and address of the Contractor,
 - The purchase order number,
 - Invoice date,
 - Invoice number,
 - Name of the Contracting Officer Technical Representative (COTR),
 - COTR email address, and
 - Description, quality, unit of measure, and extended price of the services or supplies actually rendered. For the cost reimbursement component, the contractor should include all the invoices paid to Subcontractor.
- G.1.5 Once the electronic invoice has been submitted through IPP, no later than 2 business days from the electronic submission, the Contractor must email and/or mail to the COTR a copy of the electronic invoice along with all the required supporting documentation as

stated in the contract.

G.1.6 The Contracting Officer’s Technical Representative (COTR) shall review each electronic invoice for certification of receipt of satisfactory services prior to authorization of payment.

G.1.7 The invoice form to be reported with the following elements:

TOTAL EXPENDITURES (Document Number: XXX-X-XX-XXXX-XX)					
Line Item	Description	Approved Budget	Amt. Voucher To Date	Amt. Voucher This Period	Balance of Approved Budget
0001			\$XXXX.XX	\$XXXX.XX	
0002			\$XXXX.XX	\$XXXX.XX	
Total			\$XXXX.XX	\$XXXX.XX	

(1) The invoice shall include a certification, signed by an authorized representative of the Contractor, as follows:

The undersigned hereby certifies to the best of my knowledge and belief that the fiscal report and any attachments have been prepared from the books and records of the Contractor in accordance with the terms of this contract and are correct: the sum claimed under this contract is proper and due, and all the costs of contract performance (except as herewith reported in writing) have been paid, or to the extent allowed under the applicable payment clause, will be paid currently by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and the quantities and amounts involved are consistent with the requirements of this Contract; all required Contracting Officer approvals have been obtained; and appropriate refund to The Court will be made promptly upon request in the event of disallowance of costs not reimbursable under the terms of this contract.

BY: _____

TITLE: _____

DATE: _____

G.2.5 Upon compliance by the Contractor with all the provisions of this contract, acceptance by The Courts of the work and final report, and a satisfactory accounting by the

Contractor of all The Courts-owned property for which the Contractor had custodial responsibility, The Courts shall promptly pay to the Contractor any moneys (dollars or local currency) due under the completion voucher. The Courts will make suitable reduction for any disallowance or indebtedness by the Contractor by applying the proceeds of the voucher first to such deductions and next to any un-liquidated balance of advance remaining under this contract.

G.2 Final Invoice

- G.2.1 The Contractor shall submit final electronic invoice (s) within thirty (30) days after the expiration of this contract. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.
- G.2.2 The Contractor must contact the COTR in order to obtain a D.C. Courts Release of Claims form. Upon receipt of the form, the Contractor must complete and submitted the Release of Claims form as well as provide a copy of the final electronic invoice to the COTR.

G.3 Tax Exempt

- G.3.1 The Courts is exempt from taxation pursuant to D.C. Code 47-2005(1).

G.4 Prompt Payment Act

- G.4.1 The Courts will pay interest (late charge) on each electronically received and approved invoice pursuant to the Prompt Payment Act, 31 U.S.C. 3901 et seq.

G.4 BILLING/PAYMENT

- G.4.1 Payment to the Contractor for items delivered and services satisfactorily performed shall be made by the Courts once the Contractor's certified invoice has been accepted by the **COTR**, or in the case of a dispute, subject to final determination by the Contracting Officer.

G.5 AUDITS

- G.5.1 At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor's invoices or vouchers and statements of costs audited. Any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the Courts and a discrepancy of overpayment is found, the Courts shall be reimbursed for said overpayment within thirty (30) calendar days after written notification.

G.6 CONTRACTING OFFICER AND CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.6.1 **Contracting Officer.** The District of Columbia Courts' Contracting Officer who has the appropriate contracting authority is the only Courts official authorized to contractually bind the Courts through signing contract documents. All correspondence to the Contracting Officer shall be forwarded to:

Louis W. Parker
Administrative Officer
Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 616
Washington, D.C. 20001

G.6.2 Contracting Officer's Technical Representative (COTR):

The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's performance or non-performance of the contract requirements. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract. The COTR shall be:

Stanley Morel
District of Columbia Courts
616 H Street, N.W., Suite 616
Washington, D.C. 20001

G.7 AUTHORIZED REPRESENTATIVE OF THE CONTRACTING OFFICER

G.7.1 The COTR will have the responsibility of ensuring that the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in this contract. It is understood and agreed that the COTR shall not have authority to make changes in the scope or terms and conditions of the contract.

G.7.2 TECHNICAL DIRECTIONS/RELATIONSHIP WITH THE COURT

a) Technical Directions are defined to include:

- 1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
- 2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;

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- 3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.
- b) The COTR is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:
 - 1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
 - 2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.
 - 3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as “Contracting Officer’s Technical Representative “with a copy furnished to the Contracting Officer.
 - 4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.
 - 5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.
 - 6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

LIMITATIONS: The Contracting Officer’s Technical Representative is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by The Courts. The Contracting Officer’s Technical Representative may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of LOE. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, and schedules shall be made only by the Contracting Officer.

- c) In the separately-issued Contracting Officer’s Technical Representative Designation letter, the CO designates an alternate Contracting Officer’s Technical Representative to act in the absence of the designated Contracting Officer’s Technical Representative, in accordance with the terms of the letter.

- d) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations. The Contractor and the Contracting Officer's Technical Representative shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.
- e) Failure by the Contractor to report to the Administrative Contracting Office, any action by the Court considered to a change, within the specified twenty (20) calendar days (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

G.7.3 THE RESULTANT CONTRACTOR IS HEREBY FOREWARNED THAT ABSENT THE REQUISITE AUTHORITY OF THE COTR TO MAKE ANY SUCH CHANGES, CONTRACTOR MAY BE HELD FULLY RESPONSIBLE FOR ANY CHANGES NOT AUTHORIZED IN ADVANCE, IN WRITING, BY THE CONTRACTING OFFICER, MAY BE DENIED COMPENSATION OR OTHER RELIEF FOR ANY ADDITIONAL WORK PERFORMED THAT IS NOT SO AUTHORIZED, AND MAY BE ALSO BE REQUIRED, AT NO ADDITIONAL COST TO THE COURTS, TO TAKE ALL CORRECTIVE ACTION NECESSITATED BY REASON OF THE UNAUTHORIZED CHANGES.

[END OF SECTION G]

SECTION H - SPECIAL CONTRACTS REQUIREMENTS

H.1 OTHER CONTRACTORS AND CONSULTANTS

- H.1.1 The Contractor shall not commit or permit any act which will interfere with the performance of work done by any other Courts Contractor or by any Courts employee. If another contractor is awarded a future contract for performance of the required services, the original contractor shall cooperate fully with the Courts and the new contractor in any transition activities which the Contracting Officer deems necessary during the term of the contract.
- H.1.2 Contractors or consultants that helped, or assisted the preparation of the RFP cannot be part of the proposal or help implement the contract one awarded for a period of one year.

H.2 DISCLOSURE OF INFORMATION

- H.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.
- H.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.
- H.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.
- H.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.

H.3 RESERVED

H.4 SECURITY REQUIREMENTS

The Courts is a unique environment for Contractors to perform work. There are levels of security that can hinder access to all areas of the buildings, such as, high-traffic areas, cell blocks, and secure areas for Judge and Jurors. Working in a building that includes many

different levels of security can be challenging. **The Contractor is required to obtain Court clearances for their project team and their subcontractors, and obtain permission to work in secure areas.** The Courts requirement for Contractor personnel to obtain a badge to have access to the buildings will be notified at the time of the award. The DC Courts will notify the Contractor of all such requirements as soon as practicable. If the procedures to acquire the security change, the Contraction Officer will notify the Contractor of any new requirements as soon as practicable The Contractor shall satisfy security requirements as designated by the Contracting Officer. Contractors should understand that some secure areas require work to be performed during off hours or with the accompaniment of Court Security Offices (CSO's). These secure areas include the Clerk of the Court's office area, Judges' Chambers, and U.S. Marshals Space. A CSO and U.S. Marshal must be retained for security use by the Contractor when entering these areas

H.5 CONTRACTOR MANAGEMENT RESPONSIBILITY

The Contractor's Manager shall be the Contractor's Authorized Representative for technical and administrative performance of all services required hereunder. The Program Manager shall be the single point of contact through which all Contractor/Court communications, work and technical direction shall flow. The Program Manager shall be present at scheduled deliverables presentations and any and all presentations, events, etc.

H.6 SUSPENSION OF THE WORK

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Courts.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed-

(1) For any costs incurred more than twenty (20) calendar days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved

(but this requirement shall not apply as to a claim resulting from a suspension order); and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

H.7 COURT DELAY OF WORK

(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed:

(1) For any costs incurred more than twenty (20) calendar days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved; and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

H.8 SAFETY PRECAUTIONS

(a) The Contractor shall perform all work in accordance with the Safety Standards of the District of Columbia and the Occupational Safety and Health Act of 1970.

(b) The Contractor or his representative shall be thoroughly familiar with these standards and have copies of the same available at the project site at all times.

(c) The Courts its officers, agents, servants and employees shall not be held liable for any property damages or physical harm resulting from inadequate protection.

H.9 USE OF PREMISES

- (a) The Contractor shall comply with the regulations governing the operation of premises, which are occupied and shall perform his contract in such a manner as not to interrupt or interfere with the conduct of Court. The Court will make available seven(7) office spaces and will provide access to all office infrastructure for the contractor to operate.
- (b) Any work necessary to be performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the Court.
- (d) The Contractor shall use only such entrances to the work area as designated by the COTR.
- (e) Any work, once started, shall be completed as rapidly as possible and without unnecessary delay.
- (f) Only such portions of the premises as required for proper execution of the contract shall be occupied.
- (g) All work shall be performed in such manner as to cause minimum annoyance to occupants of adjacent premises and interference with normal traffic.
- (h) Work performed in existing buildings shall be executed in a manner that will cause minimum interference with facility occupants.
- (i) All work shall be carried on in an orderly manner performed in such manner to cause minimum:
 - (1) Interference with or disruption of normal activities in the building which is occupied; and
 - (2) Noises or disturbances.

H.10 ACCESS TO BUILDING

- (a) Contractor will be given access to all buildings where work will be performed.
- (b) Contractor will be given access to buildings only on Monday through Friday of each week.
- (c) Contractor shall make all necessary arrangements for access to the building after

regular working hours and/or for work on Saturday, Sunday or Holidays with the COTR.

(d) Should the Contractor desire to work on Saturdays, Sundays, or holidays, he/she must receive permission in writing from the COTR or designee. If permission is granted, all work performed shall be at no additional expense to the Court.

H.11 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

The Court's obligation for performance of this contract beyond fiscal 2019 is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Courts for any payment may arise for performance under this contract beyond fiscal year 2019, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

H.12 CONSENT TO SUBCONTRACT

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor or consultant 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. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the Court, the Contractor shall remain liable to the Courts for all contractors' work and services required hereunder.

H.12.1 The Contractor must request Contracting Officer consent and submit the information required by the aforementioned clause for any subcontracts that was not part of the proposal.

H.12.2 The Contractor must request Contracting Officer consent and submit the information required by the aforementioned clause for any STTA that was not part of the proposal.

H.13 SUBCONTRACTS

- (a) Nothing contained in the contract documents shall be construed as creating any contractual relationship between any subcontractor and the Court.
- (b) The Contractor shall be as fully responsible to the Court for the acts and omissions of subcontractors, and of persons employed by them as he is for the acts and omissions of persons directly employed by him.

- (c) The Contractor shall be responsible for the coordination of the trades, subcontractors, materials, and persons engaged upon his work.
- (d) The Court will not undertake to settle any differences between the Contractor and his subcontractors or between subcontractors.
- (e) 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.

H.14 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the Court's Contracting Officer 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.

H.15 PERSONNEL COMPENSATION

(a) Compensation of personnel under this contract or any resulting subcontract must be in accordance with:

OPM rate at <http://www.opm.gov/oca/>.

When researching the rate, follow these steps:

1. At the Web site, click on "Salaries and Wages."
2. Click on "Senior Executive Service."
3. Click on Schedule for "Basic Rates of Pay for Members of the Senior Executive Service."
4. The "Courts CST" will be the amount established for Agencies **without** a Certified SES Performance Appraisal System.

H.16 ADDITIONAL REQUIREMENTS FOR PERSONNEL COMPENSATION

(a) Limitations:

- (1) If, during contract performance, the Contractor proposes salary or wages for an individual(s) that exceeds (5)% percent of the individual's current salary or wage or the highest rate of annual salary or wage received during any full year of the immediately preceding three (3) years, the cognizant Contracting Officer's approval is required. The proposed increase should not exceed the Court's CST.
- (2) In addition, there is a ceiling on the reimbursable base salary or wage paid to

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personnel under the contract equivalent to the maximum annual salary rate specified in Section H.18 above unless an advance written waiver is granted by the Courts Contracting Officer Procurement Executive.

- (b) Labor Categories: The Contractor shall furnish personnel with the necessary education, training and/or relevant experience, as specified in the SOW under this Contract. All proposed personnel shall have a Bio-data fully signed (Attachment J.21)
- (c) Reimbursement of the employee's base annual salary, if any, which exceed the Courts Contractor Salary Threshold , must be approved in writing by the Contracting Officer.
- (d) Annual Salary Increases:
One annual salary increase not more than 2% (includes promotional increase) may be granted after the employee's completion of each twelve month period of satisfactory services under the contract. Annual salary increases of any kind exceeding these limitations or exceeding The Court CST may be granted only with the advance written approval of the Contracting Officer.

- (e) Consultants:

No compensation for consultants will be reimbursed unless their use under the contract has advance written approval of the Contracting Officer's Technical Representative; and if such provision has been made or approval given, compensation shall not exceed: 1) the highest rate of annual compensation received by the consultant during any full year of the immediately preceding three years or 2) the Court CST, whichever is less. Requests for waiver to this compensation guidance must be fully justified and shall require the approval of the Contracting Officer.

- (f) Initial Salaries:

The initial starting salaries of all employees whose salaries are charged as a direct cost to this contract must be approved, in advance and in writing, by the Contracting Officer. Any initial starting salaries included in the contractor's proposal and accepted during negotiations, are deemed approved upon contract execution.

Note: The Contractor must retain any approvals issued pursuant to sections (a) through (B) above for audit purposes. Approvals issued pursuant to the above must be within the terms of this contract, and shall not serve to increase the total estimated cost or the obligated amount of this contract, whichever is less.

H.18 CHANGES—COST-REIMBURSEMENT

- (a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
 - (1) Deliverables when the supplies to be furnished are to be specially manufactured for the Courts
 - (2) Method of shipment or packing.
 - (3) Place of delivery.
- (b) If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an adjustment under this clause within thirty (30) calendar days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (f) Notwithstanding the terms and conditions of paragraphs (a) and (b) above, the estimated cost of this contract and, if this contract is incrementally funded, the funds allotted for the performance of this contract, shall not be increased or considered to be increased except by specific written modification of the contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract. Until this modification is made, the Contractor shall not be obligated to continue performance or incur costs beyond the point established in the Limitation of Cost or Limitation of Funds clause of this contract.

H.19 LIMITATIONS ON PASS-THROUGH CHARGES

- a) Definitions. Added value, excessive pass-through charge, subcontract, and subcontractor, as used in this provision, are defined in the clause of this solicitation entitled “Limitations on Pass-Through Charges”
- b) General. The offeror’s proposal shall exclude excessive pass-through charges.

- c) Performance of work by the Contractor or a subcontractor.
- 1) The offeror shall identify in its proposal the total cost of the work to be performed by the offeror, and the total cost of the work to be performed by each subcontractor, under the contract, task order, or delivery order.
 - 2) If the offeror intends to subcontract more than 70 percent of the total cost of work to be performed under the contract, task order, or delivery order, the offeror shall identify in its proposal—
 - i. The amount of the offeror’s indirect costs and profit/fee applicable to the work to be performed by the subcontractor(s); and
 - ii. A description of the added value provided by the offeror as related to the work to be performed by the subcontractor(s).
 - 3) If any subcontractor proposed under the contract, or delivery order intends to subcontract to a lower-tier subcontractor more than 70 percent of the total cost of work to be performed under its subcontract, the offeror shall identify in its proposal—
 - i. The amount of the subcontractor’s indirect costs and profit/fee applicable to the work to be performed by the lower-tier subcontractor(s); and
 - ii. A description of the added value provided by the subcontractor as related to the work to be performed by the lower-tier subcontractor(s).

H.19.1 DEFINITIONS-LIMITATIONS ON PASS-THROUGH CHARGES

- a) Definitions. As used in this clause—

“Added value” means that the Contractor performs subcontract management functions that the Contracting Officer determines are a benefit to The Courts (e.g., processing orders of parts or services, maintaining inventory, reducing delivery lead times, managing multiple sources for contract requirements, coordinating deliveries, performing quality assurance functions).

“Excessive pass-through charge”, with respect to a Contractor or subcontractor that adds no or negligible value to a contract or subcontract, means a charge to The Courts by the Contractor or subcontractor that is for indirect costs or profit/fee on work performed by a subcontractor (other than charges for the costs of managing subcontracts and any applicable indirect costs and associated profit/fee based on such costs).

“No or negligible value” means the Contractor or subcontractor cannot demonstrate to the Contracting Officer that its effort added value to the contract or subcontract in accomplishing the work performed under the contract (including task or delivery orders).

“Subcontract” means any contract entered into by a subcontractor to furnish supplies or services for performance of the contract or a subcontract. It includes but is not limited to

purchase orders, and changes and modifications to purchase orders.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

- b) General. The Courts will not pay excessive pass-through charges. The Contracting Officer shall determine if excessive pass-through charges exist.
- c) Reporting. Required reporting of performance of work by the Contractor or a subcontractor. The Contractor shall notify the Contracting Officer in writing if—
 - 1) The Contractor changes the amount of subcontract effort after award such that it exceeds 70 percent of the total cost of work to be performed under the contract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the Contractor will provide added value; or
 - 2) Any subcontractor changes the amount of lower-tier subcontractor effort after award such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the subcontractor will provide added value as related to the work to be performed by the lower-tier subcontractor(s).
- d) Recovery of excessive pass-through charges. If the Contracting Officer determines that excessive pass-through charges exist;
 - 1) For other than fixed-price contracts, the excessive pass-through charges are unallowable; and
 - 2) The Courts shall be entitled to a price reduction for the amount of excessive pass-through charges included in the contract price.
- e) Access to records.
 - 1) The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor’s records (a) necessary to determine whether the Contractor proposed, billed, or claimed excessive pass-through charges.
 - 2) The Contracting Officer, or authorized representative, shall have the right to examine and audit all the subcontractor’s records necessary to determine whether the subcontractor proposed, billed, or claimed excessive pass-through charges.

[END OF SECTION H]

PART II

SECTION I - CONTRACT CLAUSES

I.1 APPLICABILITY OF GENERAL PROVISIONS APPLICABLE TO THE COURTS CONTRACTS

The General Provisions Applicable to Courts Contracts (Attachment J.1) shall be applicable to the contract resulting from this solicitation.

I.2 RESTRICTION ON DISCLOSURE AND USE OF DATA

Offerors who include in their proposals data that they do not want disclosed to the public or used by the Courts except for use in the procurement process shall so state in their proposal.

I.3 DISPUTES

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

I.4 EXAMINATION OF BOOKS AND RECORDS

The Contracting Officer or any of the Contracting Officer's duly authorized representatives shall, until three (3) 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.

I.5 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.

I.6 RESERVED

I.7 PROTEST

I.7.1 Any aggrieved person may protest this solicitation, award or proposed contract award in accordance with Chapter 8 of the Procurement Guidelines of the District of Columbia Courts. Protest shall be filed in writing, within ten (10) calendar days after the basis of the protest is known (or should have been known), whichever is earlier with the

Contracting Officer at:

Louis W. Parker
Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 616
Washington, D.C. 20001

I.7.2 A protest shall include the following:

- (a) Name, address and telephone number of the protester;
- (b) solicitation or contract number;
- (c) Detailed statement of the legal and factual grounds for the protest, including copies of relevant documents;
- (d) Request for a ruling by the Contracting Officer; and
- (e) Statement as to the form of relief requested.

I.8 RESERVED

I.9 RIGHTS IN DATA

- I.9.1 “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.
- I.9.2 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.
- I.9.3 The term “Computer Software”, as used herein means computer programs and computer

databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

- I.9.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.9.5 All data first produced in the performance of this Contract shall be the sole property of the Courts. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the Courts under this Contract, are works made for hire and are the sole property of the Courts; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the Courts the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the Courts all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the Courts until such time as the Courts may have released such data to the public.
- I.9.6 The Courts will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
 - I.9.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any Courts installation to which the computer may be transferred by the Courts;
 - I.9.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

I.9.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.9.7 The restricted rights set forth in section I.9.6 are of no effect unless

(i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____ With _____ (Contractor's Name); and

(ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the Courts' rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the Courts of liability with respect to such unmarked software.

I.9.8 In addition to the rights granted in Section I.9.6 above, the Contractor hereby grants to the Courts a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.9.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the Courts under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the Courts under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the Courts any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I.9.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.9, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the Courts' or the Contractor's rights in that subcontractor data or computer software which is required for the Courts.

I.9.10 For all computer software furnished to the Courts with the rights specified in Section I.9.5, the Contractor shall furnish to the Courts, a copy of the source code with such rights of the scope specified in Section I.9.5. For all computer software furnished to the Courts with the restricted rights specified in Section I.9.6, the Courts, if the Contractor,

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either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the Courts under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

- I.9.11 The Contractor shall indemnify and save and hold harmless the Courts, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.9.12 Nothing contained in this clause shall imply a license to the Courts under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the Courts under any patent.
- I.9.13 Paragraphs I.9.6, I.9.7, I.9.8, I.9.11 and I.9.12 above are not applicable to material furnished to the Contractor by the Courts and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

I.10 CANCELLATION CEILING

- I.10.1 In the event of cancellation of the contract because of non-appropriation for any fiscal year after fiscal year 2019, there shall be a cancellation ceiling of zero dollars representing reasonable reproduction and nonrecurring costs, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

I.11 Debriefing

An unsuccessful offeror may request a debriefing by submitting a written request to the Contracting Officer at the address specified in I.10 above within three (3) calendar days from the date of receipt of the notification of award.

I.12 Insurance

I.12.1 General Requirements

All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed; have either an A.M. Best Company rating of A-VIII or higher. **All insurance shall set forth the District of Columbia Courts as an additional insured. The policies of insurance shall provide for at least thirty (30) calendar day written notice to the District of Columbia Courts prior to their termination or material alteration.** The Contractor shall require all subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) calendar days prior written notice in the event that the stated limits in the declaration page is reduced via endorsement or the policy is cancelled prior to the expiration date shown on the certificate. The Contractor shall provide the Contracting Officer with ten (10) calendar days prior written notice in the event of non-payment of premium.

I.12.2 Automobile Liability Insurance

The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of the contract. The policy shall provide a \$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

I.12.3 Workers' Compensation Insurance

The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

I.12.4 Employer's Liability Insurance

The Contractor shall provide employer's liability insurance as follows: \$1 million per accident for injury; \$1 million per employee for disease; and \$1 million for policy disease limit.

I.12.4 Duration

The Contractor shall carry all required insurance until the contract work is accepted by the Courts and shall carry the required General Liability; and any required Employment

Practices Liability Insurance for five (5) years following final acceptance of the work performed under this contract.

I.12.5 Liability

These are the required minimum insurance limits required by the Courts. **HOWEVER THE REQUIRED MINIMUM INSURANCE REQUIREMENTS WILL IN NO WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**

I.12.6 Measure Of Payment

The Courts shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all costs of insurance and bonds in the contract price.

I.12.7 Notification

The Contractor shall immediately provide the Contracting Officer with written notice in the event its insurance has or will be substantially changed, cancelled or not renewed, and provide an updated Certificate of Insurance to the Contracting Officer.

I.12.8 Certificates Of Insurance

The Contractor shall submit Certificates of Insurance giving evidence of the required insurance coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Flor de Rivera
Senior Contract Specialist
616 H Street, N.W.
Suite 612
Washington, DC 20001
Phone: 202-879-8778
maria.rivera@dcsc.gov

I.12.9 Disclosure Of Information

The Contractor agrees that the Courts may disclose the name and contact information of its insurers to any third party which presents a claim against the Courts for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract

I.13 Order of Precedence

I.13.1 Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) Supplies or Services and Price/Cost Section (Section B);
- (b) Description/Specifications/Work Statement (Section C);
- (c) Special Contract Requirements (Section H);
- (d) Deliveries and Performance (Section F);
- (e) Contract Clauses (Section I);
- (f) Contract Administration Data (Section G);
- (g) Inspection and Acceptance (Section E); and
- (h) Contract Attachments (Section J) in the order they appear.

I.14 CONTINUITY OF SERVICES

(a) The Contractor recognizes that the services under this contract are vital to the Courts and must be continued without interruption and that, upon contract expiration, a successor, either the Courts or another contractor, may continue them. The Contractor agrees to-

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice:

(1) furnish phase-in, phase-out services for up to ninety (90) calendar days after this contract expires and

(2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall

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provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

[END OF SECTION I]

PART III

LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS AND APPENDIX

- 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 Tax Certification Affidavit**
- J.7 District of Columbia Courts Release of Claims**
- J.9 Supplier Information Form DCCSF**
- J.10 Contractor's Price Schedule**
- J.10.A Contractor's Price Breakdown**
- J.11 DCCA Interior Signage Standards**
- J.12 Bio-Data Template**
- J.13 A -F Sign Package 1, 2, 3, 4 and 5**
- J.14 A-C Baseline Package 1, 2 and 3**
- J.15 DC Courts Design Standards**
- J.16 Dc Courts Facility Plans**
- J.17 Past Performance Template**

[END OF SECTION J]

**PART IV
REPRESENTATIONS AND INSTRUCTIONS**

**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS
OF OFFERORS**

- K.1 Certification Regarding a Drug-Free Workplace**
- K.1.1 Definitions. As used in this provision:
- K.1.1.1 "Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C.) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.
- K.1.1.2 "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
- K.1.1.3 "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.
- K.1.1.4 "Drug-free workplace" means the site (s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
- K.1.1.5 "Employee" means an employee of the Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct costs employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.
- K.1.1.6 "Individual" means an Offeror/Contractor that has no more than one employee including the Offeror/Contractor.
- K.1.2** By submission of its offer, the Offeror, if other than an individual who is making an offer that equals or exceeds \$25,000.00, certifies and agrees, that with respect to all employees of the Offeror to be employed under a contract resulting from this solicitation, it will - no later than thirty (30) calendar days after contract award (unless a longer period is agreed to in writing), for contracts of thirty (30) calendar days or more performance duration, or as soon as possible for contract of

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less than thirty (30) calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed.

- K.1.2.1 Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- K.1.2.2 Establish an ongoing drug-free awareness program to inform such employees about -
- (i) The dangers of drug abuse in the workplace;
 - (ii) The Contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- K.1.2.3 Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph K.1.2.1 of this provision;
- K.1.2.4 Notify such employees in writing in the statement required by subparagraph K.1.2.1 of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will
- (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) calendar days after such conviction;
- K.1.2.5 Notify the Contracting Officer in writing within ten (10) calendar days after receiving notice under subdivision K.1.2.4 (ii) of this clause, from an employee or otherwise receiving actual notice of such conviction;
- K.1.2.6 The notice shall include the position title of the employee; and
- K.1.2.7 Within thirty (30) calendar days after receiving notice under subdivision K.1.2.4 (ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in

the workplace:

(i) Take appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

K.1.2.8 Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs K.1.2.1 through K.1.2.6 of this provision.

K.1.3 By submission of its offer, the Offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the Offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

K.1.4 Failure of the Offeror to provide the certification required by paragraphs K.1.2 or K.1.3 of this provision, renders the Offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19-602-1(a)(2) (i) and (ii).

K.1.5 In addition to other remedies available to the Government, the certification in paragraphs K.1.2 or K.1.3 of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

K.1.6 **CERTIFICATION REGARDING A DRUG-FREE WORKPLACE**

Print Name of Authorized
Representative

Title

Signature of Authorized
Representative

REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS

K.2. ACKNOWLEDGMENT OF AMENDMENTS

The bidder acknowledges receipt of Addenda to the solicitation and related documents numbered and dated as follows:

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

NOTE: Bidder may acknowledge addendum here or on addendum or both.

K.3. OFFICERS NOT TO BENEFIT CERTIFICATION

Each Offeror shall check one of the following:

- ___ (a) No person listed in Clause 21 of the District of Columbia Courts General Contract Provisions will benefit from this contract.

- ___ (b) The following person(s) listed in Clause 21 of the District of Columbia Courts General Contract Provisions may benefit from this contract. For each person listed, attach the affidavit required by Clause 21 of the District of Columbia Courts General Contract Provisions.

K.4. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- (a) Each signature on the bid is considered to be a certification by the signatory that:
 - (1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to

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calculate the prices bid;

- (2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.
- (b) Each signature on the bid is considered to be a certification by the signatory that the signatory;
- (1) Is the person in the Bidder's organization responsible for determining the prices being offered in this bid, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above; or
 - (2)
 - (i) Has been authorized, in writing, to act as agent for the following principles in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above:

(insert full name or person(s) in the organization responsible for determining the prices offered in this bid and the title of his or her position in the Bidder's organization);
 - (ii) As an authorized agent, does certify that the principals named in subdivision (b) (2) (1) above have not participated, and will not participate, in any action contrary to subparagraphs (a) (i) through (a) (3) above; and
 - (iii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.
- (c) If Bidder deleted or modifies subparagraph (a) (2) above, the Bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

K.5. TYPE OF BUSINESS ORGANIZATION

Bidder operated as () an individual, () a partnership, () a nonprofit organization,

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() a corporation, incorporated under the laws of the State of _____,
() a joint venture, () other.

K.6. PAYMENT IDENTIFICATION NO.

The District of Columbia Courts utilizes an automated contractor database. All firms are required to submit their Federal Tax Identification Number. Individuals must submit their social security numbers.

Please list below applicable Contractor information:

Federal Tax Identification Number: _____

Or

Social Security Number: _____

Legal Name of Entity Assigned this Number: _____

Street Address and/or Mailing Address: _____

City, State, and Zip Code: _____

Type of Business: _____

Telephone Number: _____

PAYMENTS UNDER TERMS OF ANY CONTRACT RESULTING FROM THIS SOLICITATION WILL BE HELD IN ABEYANCE PENDING RECEIPT OF A VALID FEDERAL TAX IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER.

[END OF SECTION K]

**PART V
REPRESENTATIONS AND INSTRUCTIONS**

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 METHOD OF AWARD

- L.1.1. The Courts reserves the right to accept/reject any/all proposals resulting from this solicitation. The Contracting Officer may reject all proposals or waive any minor informality or irregularity in proposals received whenever it is determined that such action is in the best interest of the Courts.
 - L.1.2 The Courts intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value (technically acceptable and a low cost) after evaluation in accordance with the factors and sub-factors in the solicitation.
 - L.1.3 The Court may waive informalities and minor irregularities in proposals received. Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Courts reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.
 - L1.4 Exchanges with offerors after receipt of a proposal do not constitute a rejection or counter offer by The Courts.
 - L.1.5 The Courts may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or sub-line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting officer determines that the lack of balance poses an unacceptable risk to the Government.
 - L.1.6 If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
 - L.1.7 A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (1) If a post-award debriefing is given to requesting offerors, The Courts shall disclose the following information, if applicable:

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- (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (iv) A summary of the rationale for award.
- (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

L.2. PREPARATION AND SUBMISSION OF PROPOSALS

- L.2.1 The Offeror's Proposal shall provide, in the following order, required information to demonstrate that the company has the experience, knowledge, personnel and equipment needed to successfully complete its services. The required submittals are:
 - L.2.2 **Offerors shall submit one (1) signed original, one (1) electronic (pdf) signed copy of the proposal and electronic copy of attachment J.10, and four (4) bound copies of the Technical Proposal. Each proposal shall be properly indexed and include all information requested in the RFP.** The District of Columbia Courts will not accept a facsimile copy of a proposal as an original. Unless specifically authorized in the solicitation, the District of Columbia Courts shall not accept telegraphic proposals. Offerors shall submit all pages of the Request for Proposal (RFP), all attachments, and all documents containing the offeror's proposal.
- L.2.3 The offeror shall submit his/her proposal in a sealed proposal package conspicuously marked as follows:
 - Name and Address of the offeror
 - Solicitation Number: DCSC-19-RFP-0027**
 - Caption: DC Courts Signage and Wayfinding Services**
 - Solicitation Closing Date: December 10, 2018**
 - Solicitation Closing Time: 3:00PM**

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- L.2.4 The original proposal shall govern if there is a variance between the original proposal and the copy submitted by the offeror. Each offeror shall return the complete solicitation as its proposal.
- L.2.5 The Courts may reject as non-responsive any proposal that fails to conform in any material respect to the solicitation.
- L.2.6 The Courts may also reject as non-responsive any proposals submitted on forms not included in or required by the solicitation. Offerors shall make no changes to the requirements set forth in the solicitation.
- L.2.7 The offeror must propose a price in accordance with section B of this solicitation to be considered for this award. Failure to offer on all items in section B and the attached Contractor's Price Schedule will render the offer non-responsive and disqualify a proposal.
- L.2.8 **Offers shall be mailed and/or hand delivered to the following address:**

Bids/Proposals shall be **mailed** to the following address:

District of Columbia Courts
Administrative Services Division
Procurement and Contracts Branch
Attn: Flor Rivera, Senior Contract Specialist
616 H Street, N.W., Suite 612
Washington, D.C. 20001

Bids/Proposals shall be **hand delivered** to the following address:

District of Columbia Courts
Administrative Services Division
Procurement and Contracts Branch
Attn: Flor Rivera, Contract Specialist
701 7th Street, N.W., Suite 612
Washington, D.C. 20001

Bids/Proposals shall be **electronically mailed** to the following address:

maria.rivera@dcsc.gov

L.3. CONFIDENTIALITY OF SUBMITTED INFORMATION

L.3.1 Offerors who include in their proposals data that they do not want disclosed to the public or used by the District of Columbia Courts except for use in the procurement process shall mark the title page of the proposal document with the following legend:

"This proposal includes data that shall not be disclosed outside the District of Columbia Courts and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process."

L.3.2. The specific information within the *proposal* which the offeror is making subject to this restriction announced on the title page must be noted on the individual pages which contain it. The offeror shall mark each page containing confidential information or data it wishes to restrict with the following text:

"Use or disclosure of data contained on this page is subject to the restriction on the title page of this proposal".

L.3.3. Note that the District of Columbia Courts shall have the right to duplicate, use, or disclose the data to the extent consistent with the Court's internal needs in the procurement process. The Courts may, without permission of the offeror, use, without restriction, information contained in this proposal package if it is obtained from another source.

L.4. PROPOSAL SUBMISSION DATE AND TIME, LATE SUBMISSION, MODIFICATIONS, AND WITHDRAWALS

L.4.1. Offers shall be submitted no later than the date and time specified in the solicitation. Proposals, modifications to proposals, or requests for withdrawal 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 no later than the fifth (5th) calendar day before the date specified for receipt of proposals;
- b. The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the Courts after receipt; or
- c. The proposal is the only proposal received.

L.4.2. The only acceptable evidence to establish the date of a late proposal, late modification or

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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 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 in the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.

- L.4.3. A late proposal, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.
- L.4.4. 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.
- L.4.5. A late proposal, late modification or late withdrawal of 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.

L.5. QUESTIONS

- L.5.1. Questions concerning this Request for Proposal must be directed in writing no later than September 18, 2018 at 2:00 PM (EST) to:

Flor Rivera, Senior Contract Specialist
Procurement and Contracts Branch
Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 612
Washington, D.C. 20001
Telephone Number: (202) 879-8778
Facsimile Number: (202) 879-2835
Email: maria.rivera@dcsc.gov

L.6. EXPLANATION TO PROSPECTIVE OFFERORS

- L.6.1. **Any prospective offeror desiring an explanation or interpretation of this solicitation must request it in writing at least five (5) calendar days prior to the proposal receiving date.** Requests should be directed to the procurement contact person at the address listed in Section L.6. Any substantive information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment to the solicitation, if that information is necessary in submitting proposals or if the lack of, it would be prejudicial to any other prospective offerors. Oral explanations

or instructions given before the award of the contract will not be binding.

L.7. CANCELLATION OF AWARD

L.7.1. The Courts reserve the right, without liability to the Courts, to cancel the award of any contract at any time prior to the approval of a formal written contract signed by the Executive Officer and Administrative Officer of the Courts.

L.8. OFFICIAL PROPOSAL

L.8.1. Proposals signed by an agent shall be accompanied by evidence of that agent's authority unless that evidence has been previously furnished to the Contracting Officer.

L.9. CERTIFICATIONS, AFFIDAVITS AND OTHER SUBMISSIONS

L.9.1. Offerors shall complete and return with their price proposal Page 1 Solicitation, Offer and Award for Supplies and Services; any Amendment(s); Section K; Attachment J.6- Tax Certification Affidavit; and Attachment J. 9- Supplier Information Form DCCSF. All these documents shall be submitted under Volume II – Price Proposal, Tab B.

L.9.2 No award shall be made unless the Contracting Officer makes confirmation or affirmative determination of responsibility for the potential Contractor. ***THE POTENTIAL CONTRACTOR MUST BE REGISTERED IN SYSTEM FOR AWARD MANAGEMENT (SAM) PRIOR TO AWARD OF CONTRACT. REGISTER AT WWW.SAM.GOV.***

L.10. RETENTION OF PROPOSALS

L.10.1. All proposal documents shall be the property of the Courts and retained by the Courts, and therefore will not be returned to the offerors. One (1) copy of each proposal shall be retained for official files and will become a public record after the award and open to public inspection. It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the Courts except as to the disclosure restrictions contained in Section L.3.

L.11. PUBLIC DISCLOSURE UNDER FOIA

L.11.1. Trade secrets or proprietary information submitted by a offeror in connection with procurement shall not be subject to public disclosure under the District of Columbia Freedom of Information Act (FOIA). This Act is not applicable to the Court. However, the offeror must invoke the protection of this section prior to or upon submission of the

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data or other materials; must identify the specific area or scope of data or other materials to be protected; and state the reasons why protection is necessary. A blanket proscription that the offeror's entire proposal is proprietary will have no effect whatsoever.

L.12. EXAMINATION OF SOLICITATION

L.12.1. Offerors are expected to examine the Statement of Work and all instructions and attachments in this solicitation. Failure to do so will be at the offeror's risk.

L.13. ACKNOWLEDGMENT OF AMENDMENTS

L.13.1. Offerors shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) identifying the amendment number and date in the proposal; or (c) letter. The Courts must receive the acknowledgment by the date and time specified for receipt of proposals. Offeror's failure to acknowledge an amendment may result in rejection of the proposal.

L.14. RIGHT TO REJECT PROPOSALS

L.14.1. The Courts reserve the right to reject, in whole or in part, any and all proposals received as the result of this solicitation.

L.15. PROPOSAL PREPARATION COSTS

L.15.1. Each offeror shall bear all costs it incurs in providing responses to this solicitation and for providing any additional information required by the Courts to facilitate the evaluation process. The successful offeror shall also bear all costs incurred in conjunction with contract development and negotiation.

L.16. PRIME CONTRACTOR'S RESPONSIBILITIES

L.16.1. Each offeror may propose services that are provided by others, but any service(s) proposed must meet all of the requirements of this RFP.

L.16.2. If the offeror's proposal includes services provided by others, the offeror will be required to act as the prime Contractor for all such items and must assume full responsibility for the procurement, delivery and quality of such services. The Contractor will be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of this RFP.

L.17. CONTRACT TYPE

L.17.1. This is a Hybrid Contract : Fix Price Component and a Cost Reimbursement component.

L.18. FAILURE TO RESPOND TO SOLICITATION

L.18.1. In the event that a prospective offeror does not submit a proposal in response to the solicitation, the prospective offeror should advise the Contracting Officer by letter or e-mail whether the prospective offeror wants any future solicitations for similar requirements. If the prospective offeror does not submit a proposal for three successive solicitations and does not notify the Contracting Officer that future solicitations are desired, the prospective offeror's name may be removed from applicable mailing list.

L.19. SIGNING PROPOSALS AND CERTIFICATIONS

L.19.1. Each proposal must provide a full business address and telephone number of the offeror and **BE SIGNED BY THE PERSON OR PERSONS LEGALLY AUTHORIZED TO SIGN CONTRACTS**. All correspondence concerning the proposal or resulting contract will be mailed to the address shown above on the proposal in the absence of written instructions from the offeror or contractor to the contrary. Any proposal submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any proposal submitted by a corporation must include the signature and title of the person having authority to sign for the corporation. Upon request, a Offeror shall provide to the Courts satisfactory evidence of authority of the person signing on behalf of the corporation. If an agent signs a proposal, the offeror shall submit to the Contracting Officer, the agent's authority to bind the offeror. Offeror shall complete and sign all Representations and Acknowledgments, as appropriate. Failure to do so may result in the proposal being rejected.

L.20. ERRORS IN PROPOSALS

L.20.1. Offerors are expected to read and fully understand all information and requirements contained in the solicitation. Failure to do so will be at the offeror's risk. In the event of a discrepancy between the unit price and the extended price, the unit price shall govern.

L.21. ACCEPTANCE PERIOD

L.21.1. The Offeror agrees to keep its proposal open for a period of one hundred and twenty (120) calendar days from the date specified for the submission of proposals.

L.22. PROPOSAL INFORMATION AND FORMAT

L.22.1 At a minimum, each proposal submitted in response to this RFP shall include sections, as

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set forth below, which address the approach for the work described in Section "C" - Description/Specifications/Work Statement. The proposal shall include the requisite legal representations, resources which will directly be employed in the project, client references, and a description of similar services provided by the offeror and its key personnel. Failure to address adequately any of these areas may result in the proposal being eliminated from consideration for award.

L.22.2 Proposals shall be prepared simply and economically, providing a straightforward, concise delineation of offeror’s capabilities to satisfy the requirements of this RFP. Fancy bindings and colored displays or promotional material are not desired or preferred, but pages must be numbered. **The proposal shall be prepared in two volumes. These shall be submitted in loose-leaf, three-ring notebooks for each copy of Volume I – Technical Proposal, and for each copy of Volume II - Price Proposal. See also, clause L.23– Price Proposal.**

L.22.3 **Volume I - Technical Proposal shall comprise the following tabs and information:**

Tab A	General Information 1. Brief history of the Offeror’s company 2. Name, Address, Telephone Number, DUNS Number and federal tax identification number of the Offeror 3. Copy of any current license, permit, registration or certification to transact business in the District of Columbia, if required by law to obtain such license, permit, registration or certification. 4. If the Offeror is a corporation, partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements. 5. Name, address, email and current phone number of Offeror’s contact person.
Tab B	Past Experience (30 points) The contractor shall provide samples of experience and Skills in preparation of basic elements of signage and wayfinding, signage design as found in accepted professional practice and references (based upon a list of related projects)of at least 3 projects.
Tab C	Proposed Personnel (25 Points) Propose personnel CV’s meets minimum requirement as proposed in the RFP
Tab D	Proposed Approach (25 points) Innovative and comprehensive strategy demonstrated on how the contractor will carry out the following tasks: a) baseline signing, b) maintenance, c) move migration services, d) reviewing and updating floor plans, e) new projects. The contractor should propose how he plans to carry out the task in a timely manner and meeting all the deliverables.
Tab E	Cost(20 points)
Tab F	Disclosure 1. Disclosure details of any legal action or litigation past or pending against the Offeror. 2. 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

	<p>those of the District of Columbia Courts.</p> <p>3. Documentary evidence (e.g. certificates) that the Offeror is authorized to conduct business in the District, and the Offeror is current in its tax obligation to the District of Columbia.</p>
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L.22.4 Volume II – Price Proposal shall comprise the following tabs:

Tab A	Price Information –Submit the price using format provided in Attachment J.10 and J.10.A
Tab B	Contractual Information – all other required information as specified in Clause L.23.2-L23.6

L.23 PRICE PROPOSAL

L.23.1 A separately bound price proposal must be submitted using the format provided in Attachment J.10 of this RFP. The price furnished by the offeror shall be detailed/itemized for the services set forth in **Section C** on Attachment J.10 A. The offeror's price proposal shall become a part of the awarded contract. The offeror's price proposal shall include all costs for the required services.

L.23.2 The offerors must submit a summary budget for the contract period as well as the option period. The summary budget must reflect summary cost information for each of the major budget categories for each of the contract periods separately and then offer the program total for the entire contract, item for item in the last column of the spread sheet.

L.23.3 The offerors must also submit a detailed version of its summary budget for the contract period. The detailed budget must reflect every estimated cost item, broken out. The detailed budget must reflect these individual cost items for each of the contract years and then offer the program total for the entire contract, item for item in the last column of the spread sheet. To facilitate efficient and practical review of budget details, the sheets and detailed breakdowns should be formatted to where they can be printed practically without requiring manipulation to the format fields.

L.23.4 The offerors must submit a detailed budget narrative that supports item for item the cost estimates proposed in its detailed budget. The budget narrative should describe the nature of individual cost items proposed and include a description of the source of that particular cost estimate (historical experience with the cost item, catalogue price, vendor price quotes, etc.). Narratives for the individual cost items must provide a discussion of any estimated escalation rates where applicable.

L.23.5 Additionally, the offerors should structure their proposals so as to provide the best value and greatest assurance of results at the lowest cost. Each offeror's cost proposal for the contact period shall be evaluated in terms of reasonableness and realism to determine the

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appropriate cost for the work, the offeror's understands of the work, and their ability to perform the work.

L.23.6 The following is the minimum information required in the budget and budget narrative:

- (A) **Salary and Wages** - Direct salaries and wages should be proposed in accordance with the offeror's proposed personnel policies. Unit costs for each proposed position, key or not, should be expressed in an amount per work day with the corresponding level of effort required for the position (number of work days) and then calculated to a total cost for each cost period where the salary would be applicable. Biographical Data Sheets are required for all long term, short term personnel.
- (B) **Fringe Benefits**- the application should propose a rate and explain how the rate was determined. If the latter is used, the narrative should include a detailed breakdown comprised of all items of fringe benefits (e.g., unemployment insurance, workers compensation, health and life insurance, retirement, FICA, etc.) and the costs of each, expressed in dollars and as a percentage of salaries.
- (C) **Communications** - Specific information regarding the type of communication cost at issue (i.e. mail, telephone, cellular phones, internet etc.) must be included in order to allow an assessment of the realism and reasonableness of these types of costs.
- (D) **Subcontracts/Consultants** - Information sufficient to determine the reasonableness of the cost of each specific subcontract and consultant expected to be hired must be included. Similar information should be provided for all consultants as is provided under the category for personnel.
- (E) **Other Direct Costs** - The narrative should provide a breakdown and support for all other direct costs.
- (F) **Indirect Costs:** The offeror should support the proposed indirect cost rate with sufficient information for The Court to determine the reasonableness of the rates. (For example, a breakdown of labor bases and overhead pools, the method of determining the rate, a description of all costs in the pools, etc.) If the offeror or any major subcontractor(s) does not have a cognizant Government Audit Agency, audited balance sheets and profit and loss statements for the last two complete years, and the current year-to-date statements (or such lesser period of time if the offeror is a newly-formed organization), must be included in the proposal. The profit and loss statements should include detail of the total cost of goods and services sold, including a listing of the various indirect administrative costs, and are supplemented by information on the prime contractor's customary indirect cost allocation method, together with supporting computations of the basis for the indirect cost rate(s) proposed.

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(G) **Fixed Fee:** Any additional factors may be discussed as a basis for fee.

**End of Section L
PART VI**

SECTION M - EVALUATION FACTORS

M.1 PROSPECTIVE CONTRACTOR'S RESPONSIBILITY

M.1.1 In order to receive an award under this solicitation, 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:

- a. Financial resources adequate to perform the contract, or the ability to obtain them;
- b. Ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- c. A satisfactory record of performance;
- d. The necessary organization, experience, accounting and operational control, and technical skills, or the ability to obtain them;
- e. Compliance with the applicable District licensing, tax laws, and regulations;
- f. The necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and
- g. Other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

M.1.2 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. Failure of a 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.

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- M.1.3. While the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of award. Rather, the total score will guide the Courts in making an intelligent award decision based upon the evaluation criteria.
- M.1.4 The Courts reserves the right to reject any or all proposals determined to be inadequate or unacceptable. 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.
- M.1.5 The Court reserves the right to carry out negotiations, they may occur at the Contracting Officer's discretion, after the establishment of the competitive range that may result in the offeror being allowed to revise its proposal.
- M.1.6 The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.
- M.1.7 The Contracting Officer will engage in discussions with all offerors in the competitive range. At the conclusion of discussions, those offerors in the competitive range will be notified to submit Best and Final offer. Cost proposals will be evaluated only for offeror's that are in the competitive range.

M.2 EVALUATION FOR AWARD

All responses will be evaluated and ranked by the Courts utilizing the Evaluation Criteria under Section M.3

M.3 EVALUATION CRITERIA

The following Technical Evaluation criteria will be used for the evaluation:

PROPOSAL SECTION	EVALUATION CRITERIA	POINTS
Tab B	Past Experience	30
Tab C	Proposed Personnel	25
Tab D	Proposed Approach	25
Tab E	Cost	20
	Total	100

M.3 PRICE PROPOSAL EVALUATION

M.3.1 The Courts will evaluate each Offeror's price proposal for realism, reasonableness, and completeness. This evaluation will reflect the Offeror's understanding of the solicitation requirements and the validity of the Offeror's approach to performing the work.

M.3.2 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. Do the proposed prices for performing various functional service requirements reflect the likely costs to the offeror in performing the effort with reasonable economy and efficiency?
- c. Are proposed prices unrealistically high or low?
- d. Are the proposed prices consistent with the technical and management/staffing approach (e.g., if the offeror proposes a staff of x people, the price proposal must account for x people)?

M.3.3 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

M.3.4 COMPLETENESS

In evaluating completeness, the Courts will determine if the Offeror's provides pricing data of sufficient detail to fully support the offer and permit the Courts to evaluate the proposal thoroughly.

M.4. SOURCE SELECTION

- (a) The Overall selection methodology set forth above will be used by the Contracting Officer as a guide in determining with proposal offer the best value to the Court.
- (b) The Award will be made by the Contracting Officer to the responsible Offeror whose proposal represents the best value to the Court after evaluation in accordance with the factors in the solicitation.
- (c) This procurement utilizes the trade off process. If the Contracting Officer determines that

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competing cost/price proposals are essential equal, technical factors may become the determining factor in source selection. Further the Contracting Officer may award to a higher priced Offeror if a determination is made that the higher technical evaluation of that Offeror merits the additional cost/price