

**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: 09/13/2016

OPENING DATE: 09/20/16
OPENING TIME: 2:00 P.M.

SOLICITATION NUMBER: DCSC-16-FS-0081

CLOSING DATE:
CLOSING TIME:

OFFER/BID FOR: Translation of Documents

MARKET TYPE: GSA SCHEDULE VENDORS ONLY

TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE	(X)	SEC.	DESCRIPTION	PAGE
X	A	Solicitation/Offer/Award Form	1	X	H	Special Contract Requirements	16
X	B	Supplies or Services & Price /Cost	4	X	I	Contract Clauses	18
X	C	Description/Specs. Work Statement	7	X	J	List of Attachments	24
X	D	Packaging and Marking	8	X	K	Representation Certificates	24
X	E	Inspection and Acceptance	9	X	L	Instructions, Conditions, Notices	25
X	F	Deliveries and Performance	10		M	Evaluation Factors for Award	29
X	G	Contract Administration Data	13				

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 Courts under “AWARD” below, this offer and the provisions of the RFP/IFB will constitute a Formal Contract.	
OFFEROR Name: Street: City, State: Zip Code: Area Code & Telephone Number:	Name and title of Person Authorized to Sign Offer: (Type or Print)
	Signature _____ Date: _____ (Seal)
	Impress Corporate Seal Corporate _____ (Seal) (Secretary) _____ (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 Kiana Green, Contract Specialist at kiana.green@dcsc.gov.

Any prospective Bidder desiring an explanation or interpretation of this solicitation must request it by email to the Contract Specialist no later than September 15, 2016 by 2:00 p.m.

REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS

1. 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.

2. PAYMENT IDENTIFICATION NO.

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

Please list below applicable vendor information:

Federal Tax Identification Number: _____

Or

Social Security Number: _____

Dun and Bradstreet Number: _____

Legal Name of Entity Assigned this Number: _____

Street Address and/or Mailing Address: _____

City, State, and Zip Code: _____

Type of Business: _____

Telephone Number: _____

Fax 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.

PART I

SECTION B - SUPPLIES OR SERVICES AND PRICE/COST

- B.1 The Courts intends to award a contract to a single responsive and responsible contractor who shall be responsible for providing all labor, materials and any ancillary items necessary to translate and submit the required documents from English to various languages as directed by the contract resultant from this solicitation. These languages include but may not be limited to: Spanish, Amharic, Arabic, Chinese, French, Korean, Russian, and Vietnamese.
- B.2 The District of Columbia Courts (DCC) produces documents, including court orders, forms, and pamphlets that are deemed vital or informational for court participants. These participants can then act upon the information they receive by those documents. Given that a significant number of court participants have limited English language proficiency, which may limit their ability to participate fully in their contact with the justice system, the DCC strive to place them on an equal footing as to language with the general, English-skilled population that it serves. To that end and through this project, the DCC aims to translate a significant number of forms and documents into Spanish, Amharic, Arabic, Chinese, French, Korean, Russian, and Vietnamese so that more segments of the court population can fully participate in its decisions and programs.
- B.3 **A contract will be awarded to the responsible and responsive bidder whose bid meets all the requirements set forth in this solicitation and is the total lowest bid price. The bidder shall submit a price for the items(s) specified below.**

B.4 **BASE YEAR (12 MONTHS) CONTRACT PRICE:**

LANGUAGE	EST. WORDS	UNIT PRICE/WORD	SUB-TOTAL
Spanish	154,746		
Amharic	99,297		
Arabic	947		
Chinese	19,616		
French	18,599		
Korean	17,899		
Russian	1,745		
Vietnamese	19,360		
Total	332,209		

B.5 **OPTION YEAR ONE (12 MONTHS) CONTRACT PRICE:**

LANGUAGE	EST. WORDS	UNIT PRICE/WORD	SUB-TOTAL
Spanish	30,949		
Amharic	19,859		
Arabic	189		
Chinese	3,923		
French	3,720		
Korean	3,580		
Russian	349		
Vietnamese	3,872		
Total	66,441		

B.6 OPTION YEAR TWO (12 MONTHS) CONTRACT PRICE:

LANGUAGE	EST. WORDS	UNIT PRICE/WORD	SUB-TOTAL
Spanish	30,949		
Amharic	19,859		
Arabic	189		
Chinese	3,923		
French	3,720		
Korean	3,580		
Russian	349		
Vietnamese	3,872		
Total	66,441		

B.7 OPTION YEAR THREE (12 MONTHS) CONTRACT PRICE:

LANGUAGE	EST. WORDS	UNIT PRICE/WORD	SUB-TOTAL
Spanish	30,949		
Amharic	19,859		
Arabic	189		
Chinese	3,923		
French	3,720		
Korean	3,580		
Russian	349		
Vietnamese	3,872		
Total	66,441		

B.8

OPTION YEAR FOUR (12 MONTHS) CONTRACT PRICE:

LANGUAGE	EST. WORDS	UNIT PRICE/WORD	SUB-TOTAL
Spanish	30,949		
Amharic	19,859		
Arabic	189		
Chinese	3,923		
French	3,720		
Korean	3,580		
Russian	349		
Vietnamese	3,872		
Total	66,441		

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 SPECIFICATIONS:

C.1.1 The contractor shall provide all labor and materials for the translation of the subject documents from English into Spanish, Amharic, Arabic, Chinese, French, Korean, Russian, and Vietnamese for the Superior Court. The documents to be translated and delivered shall match the original in font, color, character size, format, dimensions, margins, and tables.

C.2 DOCUMENT SUBSTITUTION

Court forms and informational documents are regularly updated to reflect changing laws, regulations, and court rules. DCC reserves the right to substitute any form or document with a document of the same or similar size and scope for translation. If there is a need for an additional document or documents to be translated DCC shall issue a contract modification detailing the form to be translated and the terms of the modification if the proposed word volume of the adjustment exceeds twenty (20) percent of the original estimated word count for the document in question.

C.3 SUBMISSION OF DOSUMENTS AND FORMS TO THE CONTRACTOR

All forms and documents submitted to the contractor for translation will be submitted in a format compatible with Microsoft Office. This medium for delivery shall be electronic transmission, DVD, USB Flash Drive or external hard drive.

PART 1

SECTION D - PACKAGING AND MARKING

This section is not applicable to this solicitation.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 General Acceptance Criteria

Deliverables shall be accurate in presentation, technical content, dimension and adherence to accepted elements of style. Documents will be reviewed and checked for substance, format, syntax, and grammar.

E.2 INSPECTION OF SERVICES

- (a) “Services” as used in this clause includes (1) Project and contract management; (2) Web Service Development custom software delivery including requirements compliance and source code; (3) all appropriate technical documentation; (3) knowledge sharing with the Courts’ IT staff.
- (b) The Contractor shall provide and maintain documentation of all services provided under this contract. Complete records of all services performed by the Contractor shall be maintained and made available to the Courts during contract performance and for as long afterwards as the contract requires.
- (c) The Courts have the right to review and test all services called for by the contract to the extent practicable during the term of the contract. The Courts will perform reviews and tests in a manner that will not unduly delay the work. The Courts will perform user acceptance test only, while unit, system, and integration testing remains responsibility of the Contractor.
- (d) If any of the services do not conform to the contract requirements, the Courts may require the Contractor to perform these services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by performance, the Courts may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect value of services performed.
- (e) If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity to contract requirements, the Courts may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by the Courts that is directly related to the performance of such services, or (2) terminate the contract for default.

SECTION F – PERFORMANCE AND DELIVERIES

F.1 **Term of Contract:**

F.1.1 The period of performance for the resulting contract shall be for twelve (12) months from date of contract award. The contract award date shall be the date the Contracting Officer signs the contract document.

F.2 **Option to Extend the Term of the Contract:**

F.2.1 The Courts may extend the term of this contract for four one (1) year periods, or a fraction, or multiple fractions 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 30 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 30-day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

If the Courts exercise this option, the extended contract shall be considered to include this option provision. The exercise of any option under this contract is contingent upon the appropriation of funds for the respective option period. However, the availability of funds does not obligate the Courts to exercise this option.

The bidder shall include in its bid, the **price** for the base year and all option years. Failure to submit **price** for base year and all option years may cause the Courts to exclude your bid from further consideration.

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 an editable, electronic format compatible with Microsoft Office. The medium for deliver shall be DVD, USB Flash Drive or external hard drive. The Contractor shall deliver to the Contracting Officer's Technical Representative (COTR) the deliverable(s) specified below within the designated time frames (**SEE ATTACHMENTS A-H FOR THE FORMS TO BE TRANSLATED**):

DELIVERABLE	LANGUAGES INCLUDED	DELIVERABLE DUE DATE	COTR REVIEW DAYS
I (See Section F.4.1)	SPANISH AND AMHARIC	70 DAYS FROM RECEIPT OF FORMS	30
II (See Section F.4.2)	SPANISH AND AMHARIC	140 DAYS FROM RECEIPT OF FORMS	30
III (See Section F.4.3)	SPANISH, ARABIC, CHINESE, FRENCH, KOREAN, RUSSIAN, VIETNAMESE	210 DAYS FROM RECEIPT OF FORMS	30

F.3.2 Upon submission of each deliverable, the COTR will review the deliverable submission within the number of days proscribed in F.3.1 above and notify the contractor in writing, of whether or not the deliverable is deemed acceptable. Any deliverable deemed unacceptable shall be returned to the contractor and correction shall be made and document returned to the COTR within five (5) business days of receipt of notification of unacceptability of any given document.

F.3.3 The COTR review days will not count towards the determination of whether the contractor has met the deliverable due date.

F.4 **Documents to be Translated:**

F.4.1 **Deliverable I**

- Language: Spanish
 - 47 forms and documents listed as “**Highest**” priority (see Attachment A)

- Target completion date: 10 weeks from date of contract award
- Language: Amharic
 - 54 forms and documents listed as **“High”** priority (see Attachment B)
 - Target completion date: 70 days from date of contract award

F.4.2 **Deliverable II**

- Language: Spanish
 - 119 forms and documents listed as **“High”** priority (see Attachment A)
 - Target completion date: 140 days from date of contract award
- Language: Amharic
 - 52 forms and documents listed as **“Medium”** and **“Low”** priority (see Attachment B)
 - Target completion date: 140 days from date of contract award

F.4.3 **Deliverable III**

- Language: Spanish
 - 83 forms and documents listed as **“Medium”** and **“Low”** priority (see Attachment A)
 - Target completion date: 210 days from date of contract award
- Language: Arabic
 - 3 forms and documents listed as **“High”** and **“Low”** priority (see Attachment C)
 - Target completion date: 210 days from date of contract award
- Language: Chinese
 - 12 forms and documents listed as **“High”**, **“Medium”**, and **“Low”** priority (see Attachment D)
 - Target completion date: 210 days from date of contract award
- Language: French
 - 11 forms and documents listed as **“High”**, **“Medium”**, and **“Low”** priority (see Attachment E)
 - Target completion date: 210 weeks from date of contract award
- Language: Korean
 - 9 forms and documents listed as **“High”**, **“Medium”**, and **“Low”** priority (see Attachment F)
 - Target completion date: 210 days from date of contract award
- Language: Russian
 - 2 forms and documents listed as **“High”** priority (see Attachment G)
 - Target completion date: 210 days from date of contract award
- Language: Vietnamese
 - 9 forms and documents listed as **“Medium”** and **“Low”** priority (see Attachment H)
 - Target completion date: 210 days from date of contract award

F.4.4 **Subsequent Deliverables**

- Potential Languages: Spanish, Amharic, Arabic, Chinese, French, Korean, Russian, and/or Vietnamese
 - Forms and documents as determined by DCC (unknown quantity)
 - Target completion date will be determined at the time the COTR submits forms or documents to the Contractor.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 **Payment/Invoices:**

G.1.1 The Contractor shall invoice the Court for the actual number of translated documents and word count. The Contractor shall submit each invoice to the **Contracting Officer's Technical Representative (COTR)** within thirty (30) days after each delivery. The COTR shall review each invoice for certification of receipt of the items prior to authorization of payment. Payments shall be made within 30 days after receipt and approval of a proper invoice.

G.1.2 At a minimum, to constitute a proper invoice, the Contractor's invoice shall include the following information:

- a. Name and address of the Contractor;
- b. The contract number and Contract Order number;
- c. Invoice date;
- d. Description, quantity, unit of measure, and forms translated;
- e. Date the translated forms were delivered;
- f. Shipping & payment terms;
- g. Name and address of the Contractor official to whom payment is to be sent;
- h. Name, title, phone number, and mailing address of person to be notified in the event of a defective invoice;
- i. The Contractor's Electronic Fund Transfer (EFT) routing identification (bank name and code, account number) or the Contractor's complete remittance or check mailing address, including the name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent; and
- j. Signature of a person so authorized to certify that the translated forms were provided as stated.

G.1.3 The Contractor shall submit final invoices within thirty (30) days after the expiration of this contract.

G.2 **Payment Office**

G.2.1 The Contractor shall simultaneously prepare and submit invoices to:

Branch Chief
Financial Operations Branch
Budget and Finance Division
D.C. Courts
616 H Street, N.W., Suite 600
Washington, D.C. 20001
202-879-2813

G.3 **Billing/Payment Certification**

G.3.1 Payment to the Contractor for services satisfactorily performed shall be made by the Courts once the Contractor's certified invoice has been approved by the **COTR**, or in the case of a dispute, subject to final determination by the Contracting Officer.

G.4 **Audits**

G.4.1 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) days after written notification.

G.5 **Contracting Officer and Contracting Officer's Technical Representative (COTR)**

G.5.1 **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:

Geoffrey A. Mack
Manager, Procurement and Contacts Branch
Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 612
Washington, D.C. 20001

G.5.2 **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:

A. James Plunkett III

Coordinator Interpreter Services
Special Operations Division
Superior Court of the District of Columbia
500 Indiana Avenue, NW, Suite 3148
Washington, DC 20001
(202) 879-1492
James.plunkett@dcsc.gov

G.6 Authorized Representative of the Contracting Officer.

G.6.1 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.6.2 **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.**

SECTION H - SPECIAL CONTRACTS REQUIREMENTS

H.1 Other Contractors

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.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 SECURITY REQUIREMENTS

- H.3.1 The requirement for Contractor personnel to obtain a security clearance as designated by the Contracting Officer may arise per District of Columbia Courts security policies and procedures. The District of Columbia Courts will notify the Contractor of all such requirements as soon as practicable.

H.4 AMERICANS WITH DISABILITIES ACT REQUIREMENTS

- H.4.1 The Courts is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all Courts programs, activities and services. Government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any Courts contractual agreement must make the same commitment. Your acceptance of this contract acknowledges your commitment and compliance with ADA.
- H.4.2 The technology must comply with the disability nondiscrimination and civil rights requirements of Section 504 of the Rehabilitation Act; the Americans with Disabilities Act and the Americans with Disabilities Act Amendment Act; the U.S. Department of Justice (DOJ) regulations implementing these acts and the DOJ's regulatory agenda as set out in the supplemental advance notice of proposed rulemaking, *Nondiscrimination in the Basis of Disability; Accessibility of Web Information and Services of State and Local Government Entities* (May 9, 2016), or its successor; the U. S. Access Board's Section 508 Standards; **as well as** the World Wide Web Consortium's Web Content Accessibility Guidelines 2.0 (AA conformance level).

PART II

SECTION I - CONTRACT CLAUSES

I.1 Applicability of General Provisions Applicable to the D.C. Courts Contracts

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

I.2 Restriction On Disclosure and Use of Data

Bidders who include in their bids 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 bid.

I.3 Ethics in Public Contracting- (RESERVED)

I.4 Disputes

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

I.5 Laws and Regulations

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

I.6 Non-Discrimination

The Contractor agrees that it will comply with the nondiscrimination requirements set forth in D.C. Code, Section 2-1402.11(2001) which will be incorporated into any contract awarded. The Contractor agrees to comply with requests from the Courts to support the Contractor's adherence to this section.

I.7 Examination of Books and Records

The Contracting Officer or any of the Contracting Officer's duly authorized

representatives shall, until three years after final payment, have the right to examine any directly pertinent books, documents, papers and record of the Contractor involving transactions related to the contract.

I.8 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.9 Subcontracts

None of the Contractor's work or services hereunder may be subcontracted by the Contractor to any subcontractor without the prior, written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement which the Courts shall have the rights to review and approve prior to its execution. Notwithstanding any such subcontractor approved by the Court, the Contractor shall remain liable to the Courts for all contractors' work and services required hereunder.

I.10 Protest

I.10.1 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) working days after the basis of the protest is known (or should have been known), whichever is earlier with the Contracting Officer at:

Administrative Officer
Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 622
Washington, D.C. 20001
Facsimile Number: (202) 879-2835

I.10.2 A protest shall include the following:

I.10.2.1 Name, address and telephone number of the protester;

I.10.2.2 solicitation or contract number;

I.10.2.3 Detailed statement of the legal and factual grounds for the protest, including copies of relevant documents;

I.10.2.4 Request for a ruling by the Contracting Officer; and

I.10.2.5 Statement as to the form of relief requested.

I.11 Debriefing (MAR 2010)

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 (3) calendar days from the date of receipt of the notification of award.

I.121 **Insurance**

I.12.1 **General Requirements**

The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer giving the evidence of required coverage prior to commencing work under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of that insurer(s) have been provided to and accepted by the Contracting Officer. 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) 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) 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) days prior written notice in the event of non-payment of premium.

I.12.1.1 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.12.1.2 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.12.1.3 **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.12.2 **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.12.3 **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.12.4 **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 of the costs of insurance and bonds in the contract price.

I.12.5 **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.12.6 **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:

Kiana Green
Contract Specialist
616 H Street, N.W.
Suite 612
Washington, DC 20001
Phone: 202-879-0575
Kiana.green@dcsc.gov

I.12.7 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 Cancellation Ceiling

I.13.1 In the event of cancellation of the contract because of nonappropriation for any fiscal year after the current fiscal year, there shall be a cancellation ceiling of zero dollars representing reasonable preproduction and nonrecurring costs, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

I.14 Order of Precedence

I.14.1 Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) Supplies and Services or Price/Cost Section (Section B);
- (b) 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.15 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 effect 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 90 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 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.

I.16

Time

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

PART III

LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

- J.1 DC Courts General Provisions For Use With Courts' Supply & Services**
- J.2 Attachment A-H (Descriptions of sample forms to be Translated)**
- J.3 Attachment I (Descriptions of sample forms to be Translated)**
- J.4 Attachment J (Descriptions of sample forms to be Translated)**

PART IV

REPRESENTATIONS AND INSTRUCTIONS (RESERVED)

PART V

REPRESENTATIONS AND INSTRUCTIONS

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 **Bid Submission and Identification**

L.1.1 **RESERVED**

L.1.2 **Each Bidder shall submit one (1) original and one (1) copy of their bid in a sealed bid package. The Bidder shall conspicuously mark on the outside of the bid package the name and address of the Bidder and the following:**

Solicitation Number: DCSC-16-FS-0081

Caption: "Translation of Documents"

Bid Due Date & Time: September 20, 2016, no later than 2:00 P.M., local time.

L.2 **Bidders may submit Bids either by electronic mail, U.S. Postal service mail or by hand delivery/courier services.**

L.2.1 **Bidders submitting their bids by electronic mail must mail their bids to the following address:**

Kiana.Green@dcsc.gov

Subject line: DCSC-16-FS-0081

L.2.1 **Bidders submitting their bids by mail must mail their bids to the following address:**

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

L.2.2 **Bidders submitting their bids by hand delivery/courier services must hand deliver their bids to the following address:**

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

L.3 **Questions**

L.3.1 Questions concerning this Request for Bids must be directed by **e-mail** to:

Kiana Green, Contract Specialist
Procurement and Contracts Branch
Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 612
Washington, D.C. 20001
E-mail address: Kiana.Green@dcsc.gov
Telephone: 202-879-0575

L.4 **Explanation to Prospective Bidders**

L.4.1 **Any prospective Bidder desiring an explanation or interpretation of this solicitation must request it by email to the Contract Specialist no later than September 15, 2016 by 2:00 p.m.** Any substantive information given to a prospective Bidder concerning a solicitation will be furnished promptly to all other prospective Bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to any other prospective Bidders. Oral explanations or instructions given before the award of the contract will not be binding.

L.5 **Changes to the Bid**

L.5.1 The terms and conditions of this bid may only be modified by written addenda issued by the Contracting Officer, any oral representations to the contrary notwithstanding.

L.6 **Contract Award**

L.6.1 **A contract will be awarded to the responsible and responsive bidder whose bid meets all the requirements set forth in this solicitation and is the total lowest bid price.**

L.7.1 **Official Bid**

L.7.1 Bids 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.8 **Public Disclosure under FOIA**

L.8.1 Trade secrets or proprietary information submitted by a bidder 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 Bidder must invoke the protection of this section prior to or upon submission of the 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 Bidder's entire bid is proprietary will have no effect whatsoever.

L.9 **Examination of Solicitation**

L.9.1 Bidders are expected to examine the Statement of Work and all instructions and attachments in this solicitation. Failure to do so will be at the Bidder's risk.

L.10 **Acknowledgment of Amendments**

L.10.1 Bidders 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 bid; or (c) letter. The District of Columbia Courts must receive the acknowledgment by the date and time specified for receipt of bids. Bidder's failure to acknowledge an amendment may result in rejection of the bid.

L.11 **Contract Type**

L.11.1 This is a Firm-Fixed-Unit-Price contract.

L.12 **Signing Bids and Certifications**

L.12.1 Each bid must provide a full business address and telephone number of the Bidder and **BE SIGNED BY THE PERSON OR PERSONS LEGALLY AUTHORIZED TO SIGN CONTRACTS**. All correspondence concerning the bid or resulting contract will be mailed to the address shown above on the bid in the absence of written instructions from the Bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must include the signature and title of the person having authority to sign for the corporation. Upon request, a bidder shall provide to the Courts satisfactory evidence of authority of the person signing on behalf of the corporation. If an agent signs a bid, the Bidder shall submit to the Contracting Officer, the agent's authority to bind the Bidder. Bidder shall complete and sign all Representations and Acknowledgments, as appropriate. Failure to do so may result in the bid being rejected.

L.13 **Errors in Bids**

L.13.1 Bidders shall fully inform themselves as to all information and requirements contained in the solicitation. Failure to do so will be at the Bidder's risk. In the event of a discrepancy between the unit price and the extended price, the unit price shall govern.

L.14 **Acceptance Period**

L.14.1 The Bidder agrees to keep its bid open for one hundred twenty (120) days from the date specified in this solicitation for the submission of bids.

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:
- M.1.1.1 Financial resources adequate to perform the contract, or the ability to obtain them;
 - M.1.1.2 Ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
 - M.1.1.3 A satisfactory record of performance;
 - M.1.1.4 The necessary organization, experience, accounting and operational control, and technical skills, or the ability to obtain them;
 - M.1.1.5 Compliance with the applicable District licensing, tax laws, and regulations;
 - M.1.1.6 The necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and
 - M.1.1.7 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 bidder to comply with a request for information may subject the bidder's bid 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 bidder to be non-responsible.