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|--|----------|--|--|------------------------------|--------------------------------|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | 1. Contract Number | Page of Pages 1 8 | |
| 2. Amendment/Modification Number A01 | | 3. Effective Date 11/23/2021 | 4. Requisition/Purchase Request No. | 5. Caption: See Block 14. | |
| 6. Issued By: Code DISTRICT OF COLUMBIA PUBLIC LIBRARY Office of Procurement 901 G Street, NW - 4th Floor Washington, DC 20001 | | | 7. Administered By (If other than line 6) | | |
| 8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code) | | | 9A. Amendment of Solicitation No. DCPL-2022-R-0003 | | |
| | | | 9B. Dated: 10/27/2021 | | |
| | | | 10A. Modification of Contract/Order No. | | |
| | | | 10B. Dated (See Item 13) | | |
| Code | Facility | | | | |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS | | | | | |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. | | | | | |
| 12. Accounting and Appropriation Data (If Required) | | | | | |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14 | | | | | |
| A. This change order is issued pursuant to: (Specify Authority) | | | | | |
| The changes set forth in Item 14 are made in the contract/order no. in item 10A. | | | | | |
| B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of: | | | | | |
| C. This supplemental agreement is entered into pursuant to authority of: | | | | | |
| X D. Other (Specify type of modification and authority) | | | | | |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copy to the issuing office. | | | | | |
| 14. Description of amendment/modification | | | | | |
| Caption: Graphic Design Services for the DC Public Library | | | | | |
| The subject solicitation is amended as follows. | | | | | |
| 1. Page 3, Sections B.2.1 and B.2.3 - Delete 50% and Add 35% | | | | | |
| 2. Page 4 - Delete Section B.4 SPECIAL PROVISIONS RELATED TO THE COVID-19 EMERGENCY in its entirety. | | | | | |
| 3. The proposal submission date is extended from December 3, 2021 by 2:00 p.m. EST to December 9, 2021 by 2:00 p.m. EST. | | | | | |
| Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect | | | | | |
| 15A. Name and Title of Signer (Type or print) | | | 16A. Name of Contracting Officer Diane Wooden | | |
| 15B. Name of Contractor | | 15C. Date Signed | 16B. District of Columbia <i>Diane Wooden</i> | | 16C. Date Signed 11/23/2021 |
| (Signature of person authorized to sign) | | (Signature of Contracting Officer) | | | |

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3. Page 18, Section **H.2 - DEPARTMENT OF LABOR WAGE DETERMINATION**

Delete: Wage Determination No. 2015-4282, Revision No. 19 dated 07/21/2021

Insert: Wage Determination No. 2015-4282, Revision No. 20 dated 10/20/2021

4. Page 23 Sections H.9.1 and H.9.2 - Mandatory Subcontracting Requirements

Delete: 50%

Insert: 35%

5. **Page 26, Section H.10.1**

Delete: If a certified joint venture is selected as a prime contractor and is granted a price reduction pursuant to the Act or is selected through a set-aside program under the Act, the certified business enterprise partner of the joint venture shall perform at least 50% of the contracting effort, excluding the cost of materials, goods, and supplies, with its own organization and resources and, if the joint venture subcontracts, at least **50%** of the subcontracted effort, excluding the cost of materials, goods, and supplies, shall be with certified business enterprises.

Insert: If a certified joint venture is selected as a prime contractor and is granted a price reduction pursuant to the Act or is selected through a set-aside program under the Act, the certified business enterprise partner of the joint venture shall perform at least 50% of the contracting effort, excluding the cost of materials, goods, and supplies, with its own organization and resources and, if the joint venture subcontracts, at least **35%** of the subcontracted effort, excluding the cost of materials, goods, and supplies, shall be with certified business enterprises.

6. Page 44, Add to Section I.

I.17 INABILITY TO PERFORM/FORCE MAJEURE

Except for the payment of monetary obligations, if the Parties are delayed or prevented from performing any obligations under this Contract by reason of Acts of God, strikes (other than strikes involving the affected Party's labor force), other causes reasonably beyond its control and/or a pandemic ("**Force Majeure**"), the period of such delay or such prevention shall be deemed added to the time herein provided for the performance of any such obligation by the Parties.

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7. Page 45, Attachment J.2 - Department of Labor Wage Determination

Delete: Attachment J.2 Wage Determination No. 2015-4282, Revision No. 19 dated 07/21/2021

Insert: Attachment J.2 Wage Determination No. 2015-4282, Revision No. 20 dated 10/20/2021

8. Page 45, Attachment J.6 Former of Offeror Letter

Delete: Form of Offeror Letter

Insert: Form of Offeror Letter Revised Dated 11/23/21

9. Page 55, Add to Section L.

L.21 CONTRACTOR BUSINESS RESPONSIBILITY

If Contractor becomes suspended or debarred, in violation of any DC and/or Federal statute or regulation, tax and/or licensing requirement, and/or charged with a misdemeanor and/or felony at any time during the contract period, the Contractor shall inform the DCPL CPO within five (5) business days of any notice of these proposed actions and/or deficiencies.

10. All other terms and conditions remain unchanged.

11. **RESPONSE TO OFFEROR QUESTIONS**

Response to Offeror Questions

Question No. 1 What is the budget?

Response **Graphic design costs shall not exceed \$250,000 per year in any given fiscal year.**

Question No. 2 Is the 50% SBE subcontracting requirement applicable if the contract is less than \$250,000?

Response **No**

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Question No. 3 Does this include an opportunity for rebranding, or will we be incorporating current branding into new materials?

Response **There will always be a requirement to incorporate current branding into new materials; however, depending on the campaign, new branding may be required in which case the new brand will exist along with the current branding on new materials.**

Question No. 4 Is there a page limit for our response?

Response **Yes, not to exceed 50 pages. See Page 57, Section M.2.4.5.**

Question No. 5 Will we be provided with the Brand guidelines for DCPL?

Response **The awardee(s) will be provided with the Brand guidelines.**

Question No. 6 Access to use of logos, brand colors, etc.? Print vendor fees, employee compensation?

Response **The awardee(s) will have access to DCPL's logos and brand colors. The reference to print vendor fees, employee compensation is not clear.**

Question No. 7 Even though it is work that will be done on an as-needed basis, will there be work that could take months? Examples could be annual reports (i.e., booklets, event books, brochures, magazines (print or digital) highlighting personnel or services and events).

Response **Yes, there could be work that could last beyond one (1) month.**

Question No. 8 Are the contractors required to find their print vendors or will the final documents get printed by the office (DCPL)?

Response **It will depend on the specific task order. Printing requirements will vary from job to job.**

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Question No. 9 What percentage of the work will be print?

Response **DCPL is unable to answer this question as work requirements will vary.**

Question No. 10 How many hours of work?

Response **DCPL is unable to answer this question as work requirements will vary.**

Question No. 11 How many Designers and, what should their experience level be?

Response **The number of designers should be determined by the vendor. Job requests will vary; however, most jobs will require senior level designers.**

Question No. 12 Can you provide titles or job descriptions?

Response **We are expecting the vendor to provide titles and job descriptions of their staff who may work on any of the DCPL programs.**

Question No. 13 Is the specified software provided by DCPL?

Response **No.**

Question No. 14 How are we to price this? Hourly?

Response **Yes. See the attached Revised Form of Offer Letter Dated 11/23/2021.**

Question No. 15 Is there a pricing sheet we can complete and submit?

Response **Yes. See the attached Revised Form of Offer Letter Dated 11/23/2021.**

Question No. 16 My company is a certified CBE. Do I need to be a resident of the District of Columbia in order to submit a bid?

Response **No.**

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Question No. 17 Can I sub the work to a non-CBE company?

Response **No.**

Question No. 18 Whether companies from Outside USA can apply for this? (i.e., India or Canada)?

Response **Any company can submit a proposal.**

Question No. 19 Whether we need to come over there for meetings?

Response **Face-to-face meetings are required for this contract.**

Question No. 20 Can we perform the tasks (related to RFP) outside USA? (like, from India or Canada)

Response **No**

Question No. 21 Can we submit the proposals via email?

Response **Yes. See Section L.2.1 on page 47.**

Question No. 22 Is there a current incumbent performing the work? If so, please provide the name of the company/agency.

Response **No.**

Question No. 23 The contract will be structured as an ID/IQ, does DCPL intend on issuing individual task orders or work requests to each of the awarded vendors who will then each provide a quote/estimate to perform the work request? Or will DCPL issue tasks equally to both awardees over the life of the contract?

Response **Yes. DCPL will request for each specific project competitive quotes from all ID/IQ contract holders.**

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Question No. 24 B.5 Price • Is there a template DCPL would like bidders to use for the price proposal? Are you looking for an hourly rate considering the amount of effort and deliverables are on a project-by-project bases, which has not been identified at this time?

Response 24a **See the attached Revised Form of Offer Letter Dated 11/23/2021.**

Question No. 24b C.2 Scope of Work • Any estimate on the number of campaigns or projects that would need to be supported by the vendor?

Response 24b **DCPL is unable to answer this question as work requirements will vary.**

Question No. 24c M.2.2 Creativity/Design • Is DCPL asking for bidders to create a design concept for the agency prior to the contract award? What specifically is DCPL hoping to see in this section?

Response 24c **No. DCPL is hoping to see examples of work you have done in the past that is similar to this scope of work.**

Question No. 25 M.2.4.2 Key Personnel • If this work is on a project-by-project bases than how can the bidder say how much time will be devoted per team member? The project would need to be identified first before noting this. The time is contingent upon the project needs and lift, which won't be known until a specific Task Order comes down the pike to those on the IDIQ list.

Response **If you can provide a percentage of how much time a senior designer vs. a junior designer typically provides on a project, that would be helpful. You can also provide examples of how the work has been shared or owned with previous clients.**

Question No. 26 M.2.5 Price Criterion • What is the template for the price proposal? When a vendor is on an IDIQ list the budgets are usually based on the individual task orders that come down the pike. Considering that the individual tasks are unknown at this time, is DCPL looking for hourly rates for the team members that will be locked in for the BPA? Please clarify how pricing should be presented by all bidders.

Response **We are looking for hourly rates for team members that will be locked in for the entire term of the contract. See the Revised Form of Offer Letter Dated 11/23/2021.**

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Question No. 27 Is this a new requirement or contract renewal? If re-compete, what is the current contract number and who is the incumbent?

Response This is a new contract requirement.

Question No. 28 Is collaboration expected between the two (2) or more selected Contractors? If yes, in what capacity?

Response No.

Question No. 29 Section C.2 number 4 states that the Contractor shall deliver completed assets for printing or digital. Is the Contractor expected to subcontract printing services?

Response It will depend on the specific task order. Printing requirements will vary from job to job.

Question No. 30 Section C.2 number 5 states that the Contractor shall participate in weekly planning calls. Is the Contractor's participation in weekly planning calls expected to be continuous throughout the duration of the contract or only while specific tasks are in progress?

Response Only while specific tasks are in progress.

Question No. 31 Section F.3 asks the contractor to submit a report described in section H.3.5, which does not exist. Does section F.3 refer to section H.5.5 instead?

Response Yes, H.5.5 is the correct section.

Question No. 32 Section C.2 states that the Contractor shall provide all final files in the various formats outlined in the section called "Review of Materials", which does not exist. Where can the section called "Review of Materials" be found?

Response The section titled "Review of Materials" is not part of this RFP scope of work.