



**District of Columbia Courts
Administrative Services Division
Procurement and Contracts Branch**



AMENDMENT NO. 04

TO: ALL PROSPECTIVE OFFERORS

**AMENDMENT
ISSUE DATE: November 21, 2008**

SUBJECT: Solicitation No. CSP-09-001

FOR: Janitorial Services

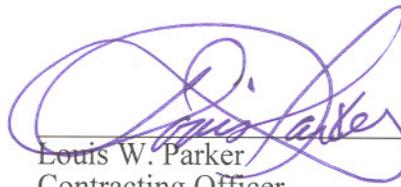
CLOSING DATE: December 1, 2008, 10:30 A.M. EST

The purpose of this amendment is to provide: (1) answers to the final submitted questions numbered 1 through 19 on the pages that follow, (2) changes to Sections C, J, and L as noted below, (3) the revised Collective Bargaining Agreement and Revised Supplemental Services Pricing Schedule for this solicitation, and (4) the revised closing date and time for receipt of proposals changing the prior date and time of November 25, 2008, 3:00 PM to December 1, 2008, 10:30 AM EST

REMOVE Pages 1A, 13, 14, 64 THROUGH 71, and 72C, Attachment J.8 Pages 108 through 112, Attachment J.11 dated March 1, 2005 AND REPLACE WITH Pages 1B, 13A, 14A, 64A 65A, 66A, 67A, 68A, 69A, 70A, 71A, 72D, 72E, and 72F, Attachment J.8 Pages 108A thru 112A, and Attachment J.11 DATED March 1, 2008.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

One (1) copy of this amendment is being sent to all prospective offerors. The prospective offeror shall sign below and attach a signed copy of this amendment to each proposal to be submitted to the Courts in response to the subject solicitation or otherwise acknowledge this amendment with the signed offer as stated in the original solicitation documents. Proposals shall be delivered in accordance with the instructions provided in the original solicitation documents.



Louis W. Parker
Contracting Officer

Acknowledgement of this Amendment, together with the Offeror's proposal, must be received by the District of Columbia Courts office stated in the solicitation no later than the closing date and time specified above for the receipt of proposals.

Failure by the Offeror to properly acknowledge receipt of this Amendment Number 04 may be cause for rejection of the proposal submitted by the Offeror in response to the subject solicitation.

This Amendment Number 04 is acknowledged and is considered a part of the proposal for Solicitation Number CSP-09-001, Janitorial Services.

Signature of Authorized Representative

Date

Name of Authorized Representative

Title of Authorized Representative

Name of Offeror

AMENDMENT 04 QUESTIONS AND ANSWERS REGARDING SOLICITATION NO.
CSP-09-001

1. Will floor plans and square footages be provided? An example would be square footage for the office/areas cleaned during the day that is not part of the night cleaning requirements?

Answer:

Floor plans will not be provided due to security reasons. Floor plans provided during the on-site walk through visits on November 13 and 14, 2008, were collected by the Courts. The cleanable square footages for each facility were stipulated in the Solicitation under Section B.1.4. Daytime and nighttime cleaning requirements are identified in the solicitation under Section C.1.

2. What is the reason for the bid? Is the Court happy with the incumbent contractor? Will there be a change of Contractor's or is the incumbent included in the bid (and if so, how long have they provided services)?

Answer:

Several of the current contracts are about to expire. Therefore, the District of Columbia is consolidating all the current janitorial requirements under one contract for ease of management and efficiency. The solicitation is open to all interested parties.

3. Can you please tell me who the incumbent contractor and the contract value (last 12 month option period) on the District of Columbia Courts janitorial contract?

Answer:

The name of the current contractor for Buildings A, B, Gallery Place, and Moultrie is shown in the Collective Bargaining Agreement included in the solicitation.

4. What is the estimated square footage of
 - a. non-carpeted floor space for each building? (including C and D),
 - b. square footage of the garage area, and
 - c. of the cell block and holding cell areas

Answers to a. and b.:

The Estimated Cleanable Square Feet for each of the DC Courts' facilities is specified in Section B of the Solicitation. Each Offeror is required to provide its price based on the square footage of each facility. Janitorial services for non-carpeted floor space and the garage areas are in the base contract.

Answers to c.:

The cell blocks are the only areas in the Courts' facilities that require three dimensional cleaning. The Juvenile Holding Area in the Moultrie Courthouse has an estimated square footage of 2,756 SF. The Adult Holding Area in the Moultrie Courthouse has an estimated square footage of 19,261 SF.

5. What are the estimated number of
- d. restrooms and fixtures (sink, toilet, urinal) for buildings C and D,
 - e. Venetian blinds, and
 - f. hand soap dispensers to be provided?

Answer:

Offerors shall propose their prices based on cleanable square feet provided in the solicitation.

6. What is the estimated square footage of the parking lot areas to receive snow removal?

Answer:

See the supplemental services pricing schedule for snow removal not in the base routine services. Also, the parking lot areas to receive snow removal are in associated with DC Courts' facilities are visible to the public and can be walked to ascertain information on the of the parking lot areas to receive snow removal.

7. Please specify the size and number of entry floor mats required to be provided by the contractor.

Answer:

The entry floor mats will be requested by the Courts and provided by the contractor on an as needed basis. Mats will be priced when they are requested.

8. Is the current contract performance based?

Answer:

The current contract for Buildings Moultrie, Gallery Place, Building A, & B are performance based contracts. There are no current contracts for C and D. The contract for the garage is not performance-based.

9. Is it the courts intention that the contractor quotes two prices for the reduced service interval and the full service interval?

Answer:

No, it is not the courts intention for the contractor to propose two (2) prices. Price only for the full service interval.

10. Please specify tasks for utility work and/or staffing requirements.

Answer

Utility work is strictly a supplemental service and will be priced on a hourly basis. Please refer to Supplemental Services Pricing Schedule provided with this amendment no. 4.

11. There is a wage determination and a collective bargaining agreement provided in the solicitation, which document prevails for the contract?

Answer:

Both the Wage Determination and the Collective Bargaining Agreement apply to the contract as required by the Department of Labor. The Collective Bargaining Agreement applies to Moultrie and Building B.

12. Could you provide the square footage of the areas that are clean during the

- a. day/weekend/holidays at the Moultrie Building and
- b. weekend/holidays at the Building B – Superior Court?

Answer

The cleanable square footages for each facility are stated in the Solicitation under Section B.1.4 and in Amendment No. 03. Daytime and nighttime cleaning requirements are identified in the solicitation under Section C.16.

13. Could you confirm the buildings we will be responsible for cleaning the exterior/interior of windows? I'd like to say that it will be 500 Indiana Ave., 515 5th St., 510 4th St., 2575 Reed St., NE. Would you happen to know who is currently doing it?

Answer

Please refer to Sections C.2.4,

14. Would these building be the ones we are responsible for the pest control as well? Or is it all of them? Would you happen to know who is currently doing it?

Answer

Please refer to Amendment No. 03 and B.1.4 for information pertaining to the submittal of pricing for the solicitation.

15. Please provide incumbent staffing levels

Answer

This information is proprietary to the contractor and is protected from disclosure by the Courts. Each offeror should develop its own individual staffing levels for its proposal.

16. Please provide current pest and window subcontractor's names.

Answer

Subcontractor's names are also protected from disclosure by the Courts for the reason stated in 16 above.

17. Please clarify why you have required pricing for Pest Control, Window Cleaning and Snow Removal under the Supplemental Pricing sheets as well as part of our pricing for the routine services and for what services will each price be utilized?

Answer

This specification is hereby amended to distinguish between the types of these services that are "base (routine) services" and "supplemental services".

18. Regarding the garage, what type of sealer do you currently have on it?

Answer

The DC Courts anticipates that each offeror will make a sound business decision regarding the type of sealer to use.

19. In section C.2.3.3.2 of solicitation it states:

Related Supplemental Services - At any time during the course of the contract that will result from this solicitation, the Contract Officer Technical Representative (COTR) may issue a written notification directing the contractor to perform janitorial related work in addition to the requirements of the base (routine) cleaning.

- a. What is the estimated and/or historical frequency of these any time requests?
- b. What examples and what type of services are these types of services?
- c. How long do we have to respond to these requests?
- d. The SOL stated that the frequency of cleaning was up to the contractor, but they give specific T&F pages. Does the contractor establish frequency, or does the contractor follow the mandated frequencies per task?

Answer

- a) Refer to the table in Section C for the desired frequency based on historical practice
- b) Refer to revised Section C.2.6
- c) Refer to Section C.2.3.3.24. The contractor establishes frequency in consultation with the COTR.

DISTRICT OF COLUMBIA COURTS
SOLICITATION, OFFER AND AWARD

ISSUED BY: DISTRICT OF COLUMBIA COURTS
 ADMINISTRATIVE SERVICES DIVISION
 PROCUREMENT AND CONTRACTS BRANCH
 616 H STREET, N.W., ROOM 622
 WASHINGTON, D.C. 20001

DATE ISSUED: November 7, 2008

SOLICITATION NUMBER: CSP-09-001

CLOSING DATE: December 1, 2008
CLOSING TIME: 10:30 A.M EST.

OFFER/BID FOR: Janitorial Services

MARKET TYPE: Open

QUESTIONS TO: E-mail: Jeffrey P. Petrino, Jeffrey.Petrino@dcsc.gov 202-879-2886

(X)	SEC.	DESCRIPTION	PAGE	(X)	SEC.	DESCRIPTION	PAGE
X	A	Solicitation/Offer/Award Form	1B	X	H	Special Contract Requirements	46
X	B	Supplies or Services & Price /Cost	2	X	I	Contract Clauses	55
X	C	Description/Specs. Work Statement	7	X	J	List of Attachments	58
X	D	Packaging and Marking	37	X	K	Representation and Certifications	59
X	E	Inspection and Acceptance	38	X	L	Instructions, Conditions, Notices	64A
X	F	Deliveries and Performance	39	X	M	Evaluation Factors for Award	73
X	G	Contract Administration Data	43	X			

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 (Secretary) _____ (Seal) (Attest)	

To be Completed by DC Courts

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

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

4. Vacuum and spot clean carpet
5. Clean and/or maintain corridor, lobby and entrances
6. Clean and disinfect drinking fountain
7. Collect and remove facility trash
8. Clean exterior grounds-sidewalks, steps, entrance-ways, fountains, planters, balconies, arcades, and parking areas
9. Clean stairwells and landings
10. Clean elevator cabs and escalators
11. Clean and maintain all floor surfaces-floor surfaces include, but are not limited to vinyl, wood, terrazzo, marble, brick pavers, concrete, tile, and carpet.
12. Clean cellblock and holding cell
13. Clean security booth, desk and counter
14. Clean public health laboratory/health unit/nurse's office
15. Clean vending area, concession space, kitchen, seating area
16. Clean exercise room/lounge
17. Wash window/glass (interior and exterior 8' and below from the ground level)
18. Clean garage
19. Clean floors and walls with wipeable finishes/surfaces
20. High dusting cleaning (above 6'-0")
21. Pest Extermination
22. Pressure washing cellblock and holding cell

23. Window washing (interior & exterior)
24. Remove ice and snow at Courts' facilities' entrances, steps, and walkways
25. Stripping & refinishing of floors other than garages
26. Grinding and buffing of terrazzo floor surfaces

C.2.5 RELATED SUPPLEMENTAL SERVICES

C.2.5.1 The Contract Administrator may direct the Contractor to perform janitorial and related supplemental (Mandatory) work in addition to the base (routine) cleaning.

C.2.6 THE CONTRACTOR SHALL PERFORM RELATED SUPPLEMENTAL SERVICES IN RESPONSE TO ORDERS NEGOTIATED USING UNIT PRICES STATED IN J.8 FROM THE COURTS' AUTHORIZED REPRESENTATIVE INCLUDING:

C.2.6.1 Stripping & refinishing of floors in addition to those required in base (routine) services

C.2.6.2 Shampoo carpets/rugs and clean upholstered furniture

C.2.6.3 Remove snow and ice in addition to those required in base (routine) services

C.2.6.4 Utility work; for example, porter services

C.2.6.5 Garage floor stripping and sealing

C.2.6.6 Pest services in addition to those required in base (routine) services

C.2.6.7 Window washing (interior & exterior) in addition to those required in base (routine) services

C.2.6.8 Venetian blind cleaning

C.2.7 The Courts reserves the right to acquire supplemental services from sources other than the contractor when it is considered in the best interests of the Courts to do so, price and other factors considered.

C.2.8 The Contractor shall not perform supplemental services shall by diverting resources from base (routine) services.

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

- L.1 **Proposal Submission and Identification:**
- L.1.1 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 offers.
- L.1.2 The Offeror shall conspicuously mark on the outside of the proposal package the name and address of the Offeror and the following:
- Solicitation Number: CSP-09-001***
Caption: "Janitorial Services"
Proposal Date Due: December 1, 2008, No later than 10:30 am EST.
- L.1.3 **Confidentiality of Submitted Information:**
- L.1.3.1 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:
- L.1.3.1.1 ***"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.1.3.2 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:
- L.1.3.2.1 ***"Use or disclosure of data contained on this page is subject to the restriction on the title page of this proposal"***.
- L.1.3.3 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.1.4 Proposals shall be hand-delivered or mailed the following address:

District of Columbia Courts
Administrative Services Division
Procurement and Contracts Branch
Attn.: Jeffrey P. Petrino, Contract Specialist
616 H Street, N.W., Suite 622
Washington, D.C. 20001

L.2 **Proposal Information and Format**

L.2.1 At a minimum, each proposal submitted in response to this RFP shall include sections, as set forth below, which address the approach for the work described in Section "C" - Description/Specifications/Statement of Work. 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.2.2 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. **Each Offeror shall submit one completed copy of the RFP, one (1) original and six (6) copies of the Technical Proposal, and six (6) separately bound copies of the Price Proposal. Each proposal shall be properly indexed and include all information requested in the RFP. E-mailed proposals shall have separate files for technical proposals and price proposals.**

L.2.3 **General Information**

L.2.3.1 In this section of the proposal, the Offeror shall

- L.2.3.1.1 Provide a brief description of its organization, including:
 - L.2.3.1.1.1 Ownership structure
 - L.2.3.1.1.2 Ownership by foreign corporation with an interest exceeding five (5) percent.
- L.2.3.1.2 Describe in detail any local organization presence and its relationship with other localities.
- L.2.4 Technical Approach**
 - L.2.4.1 The Offeror shall provide a **comprehensive plan to accomplish the work described in Section "C" - Description/Specifications/Statement of Work.**
This shall include:
 - L.2.4.1.1 Overall understanding of the RFP requirements.
 - L.2.4.1.2 Documentation indicating the capabilities and experience with same or similar type of service.
 - L.2.4.1.3 A logical approach to fulfilling the requirements of the RFP.
 - L.2.4.1.4 A comprehensive list of project tasks with clear and achievable deadlines for the completion of tasks to meet project objectives.
 - L.2.4.1.5 Clearly defined project responsibilities and accountability.
 - L.2.4.1.6 Appropriate management and staffing to the project team.
- L.2.5 Experience and Qualifications**
 - L.2.5.1 Each Offeror must provide the following information in this section:
 - L.2.5.1.1 Name, Address, Telephone Number and DUNS Number of the Offeror;
 - L.2.5.1.2 Whether the Offeror is a corporation, joint venture, partnership (including type of partnership) or individual;

- L.2.5.1.3 Articles of incorporation, partnership or joint venture agreement;
- L.2.5.1.4 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. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements;
- L.2.5.1.5 If the Offeror is a partnership or joint venture, names of general partners or Joint ventures, and copies of any joint venture or teaming agreements;
- L.2.5.1.6 Name, address, and current phone number of the Offeror's contact person;
- L.2.5.1.7 Performance Evaluation Form (Attachment J.10) will be used to query current and/or previous customers regarding Offeror's past performance on similar contracts. Offerors shall assure that at least three (3) current and/or past customers listed in their proposals complete and sign the Past a Performance Evaluation Form and return them with their technical proposals;
- L.2.5.1.8 Staff's expertise, knowledge and experience, as well as, the organizational capacity to fulfill the stated obligations; and
- L.2.5.1.9 Background and experience of all potential project personnel that meet the requirements of Section C of this solicitation.
- L.2.6 Disclosure**
- L.2.6.1 This section of the proposal shall include the disclosure information described below:
 - L.2.6.1.1 Disclosure details of any legal action or litigation past or pending against the Offeror;
 - L.2.6.1.2 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 those of the District of Columbia Courts; and
 - L.2.6.1.3 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.

L.2.7 Price Proposal

L.2.7.1 A separately bound price proposal must be submitted using the format provided in Attachment J.9 of this RFP. The price furnished by the Offeror shall be itemized for the services set forth in Section C. The Offeror's price proposal shall become a part of the awarded contract and will be used as the basis for computing payments to the Offeror under the ensuing contract. The Offeror's price proposal shall include all costs for the required services. This pricing information will also be used for evaluation purposes.

L.3 Proposal Submission Date and Time, Late Submission, Modifications and Withdrawals

L.3.1 Proposals 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 ward is made and one (1) or more of the following circumstances apply:

L.3.1.1 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 offers;

L.3.1.2 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

L.3.1.3 The proposal is the only proposal received.

L.3.2 The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or 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.3.3 A late proposal, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

L.3.4 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.3.5 A late proposal, late modification or late withdrawal of offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

L.4 Questions

- L.4.1 Questions concerning this Request For Proposals must be directed **by e-mail** to:

John Roberts, Contract Specialist
Procurement and Contracts Branch
Administrative Services Division
District of Columbia Courts
E-mail address: john.roberts@dcsc.gov and jeffery.petrino@dcsc.gov
Telephone Number: (202) 879-7579 or (202) 879-2886

- L.4.2 For further information on submission of questions, please refer to section L.5 of this RFP.

L.5 Explanation to Prospective Offerors

- L.5.1 **Any prospective Offeror desiring an explanation or interpretation of this solicitation must request it by e-mail at ten (5) working days prior to the proposal original receiving date.** Requests should be directed to the contract specialist at the e-mail address listed in Section L.4. 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 offers 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.6 Changes to the RFP

- L.6.1 The terms and conditions of this RFP may only be modified by written addenda issued by the Contracting Officer, any oral representations to the contrary notwithstanding.

L.7 Contract Award

L.7.1 The Courts intends award a contract to the responsible Offeror for the services required under this RFP to the Offeror whose proposal is determined to be most advantageous to the Court, taking into consideration the evaluation factors set forth in Section M. In addition to the evaluation factors specified in Section M.1, a firm must meet the general responsibility criterion specified in section M.7. of this RFP to be considered for award.

L.7.2 The Courts may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offeror's best terms from a standpoint of price, technical, and other factors.

L.8 Cancellation of Award

L.8.1 The District of Columbia Courts reserve the right, without liability to the Court, to cancel the award of any contract at any time prior to the approval of a formal written contract signed by the Executive Officer or Administrative Officer of the District of Columbia Courts.

L.9 Official Offer

Offers 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.10 Certifications, Affidavits and Other Submissions

Offerors shall complete and return with their proposal the following:

- Representations and Certifications including acknowledgement of amendments (or signed copies of each amendment) in Part IV of the solicitation , Section A and Attachment J.2 –
- Anti-Collusion Statement, Attachment J.2 –
- Non-Discrimination, Attachment J.4 –
- Certification of Eligibility, Attachment J.5–
- Tax Certification Affidavit, Attachment J.6 –
- Certification of a Drug-Free Workplace, Attachment J.7 –
- Pricing Schedule Form, Attachment J.8 –
- Performance Evaluation Form - Attachment J.10-

L.11 Retention of Proposals

All proposal documents shall be the property of the District of Columbia

Courts and retained by the Court, 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.1.3.

L.12

Public Disclosure under FOIA:

Trade secrets or proprietary information submitted by an 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 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 not effect whatsoever.

L.13

Examination of Solicitation

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.14

Acknowledgment of Amendments

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 District of Columbia Courts must receive the acknowledgment by the date and time specified for receipt of offers. Offeror's failure to acknowledge an amendment may result in rejection of the offer.

L.15

Right to Reject Proposals

The Courts reserves the right to reject, in whole or in part, any and all proposals received as the result of this RFP.

L.16

Proposal Preparation Costs

Each Offeror shall bear all costs it incurs in providing responses to this RFP 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, negotiation, and implementation..

L.17 Prime Contractor's Responsibilities

L.17.1 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.17.2 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.18 Contract Type

The Courts contemplates the award of a requirements contract with payments based on firm fixed unit prices.

L.19 Failure to Respond to Solicitation

L.19.1 In the event that a prospective Offeror does not submit an offer in response to the solicitation, the prospective Offeror should advise the Contracting Officer by letter or postcard whether the prospective Offeror wants any future solicitations for similar requirements. If the prospective Offeror does not submit an offer for three successive offer openings and does not notify the Contracting Officer that future solicitations are desired, the organization's name may be removed from applicable mailing list.

L.20 Signing Offers and Certifications

L.20.1 Each Offeror must 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 offer or resulting contract will be mailed to the address shown above on the offer in the absence of written instructions from the Offeror or contractor to the contrary. Any offer submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any offer submitted by a corporation, followed by the signature and title of the person having authority to sign for the corporation. Upon request, an Offeror shall

provide to the Courts satisfactory evidence of authority of the person signing on behalf of the corporation. If an agent signs an offer, 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 offer being rejected.

L.21 **Errors in Offers**

L.21.1 Offerors shall fully inform themselves as to 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.22 **Authorized Negotiators**

L.22.1 The Offeror shall include in its proposal a statement indicating those persons authorized to negotiate on the Offeror's behalf with the District of Columbia Courts in connection with this Request for Proposals: (list names, titles, and telephone numbers of the authorized negotiators).

L.23 **Acceptance Period**

L.23.1 The Offeror agrees, if its offer is accepted within hundred and twenty (120) days from the date specified in this solicitation for the submission of proposals, or if its Final Proposal Revision (FPR) is accepted within ninety (90) days from the date specified for submission thereof to furnish services at the price stated in the Price proposal, delivered or performed at the designated place within the time specified in this solicitation.

L.24 **Escalation of Option Years Prices**

L.24.1 Offerors are advised that the escalation of option year prices may not be allowed unless fully justified by economic indices, which shall include a comparison to the relevant Bureau of Labor and Statistics, Consumer Price Index (CPI) for the Washington metropolitan area. Support for economic increases in the option years must be documented in the Contractor's proposal.

L.25

Site Visits

L.25.1

Site visits will be held at 9:00 a.m. on November 13, 2008 and November 14, 2008. Interested parties should assemble at the Office of Contracts and Procurement, Room 621, 616 H Street, N.W., Washington, D.C. 20001. The on-site tours/visits are not available for independent visits. Picture identification will be required for entry and standard Court security policies and procedures will be in effect. Cameras and other photographic devices are not permitted and no photographs will be allowed.

L.25.2

Each prospective offeror may attend at least one day of the scheduled site visits. The same buildings will be shown each day. The tour is estimated to end no later than 3:00 PM each day. A maximum of two people may attend from each organization expecting to participate in a response to this solicitation as a prime contractor or subcontractor.

ATTACHMENT J.8

SUPPLEMENTAL SERVICES PRICING SCHEDULE (Reference C.2.6)

SERVIVCES	UNIT	ESTIMATED QUANTITY	UNIT PRICE	Base Year Amount 1/12/09-1/11/10
1. Stripping and Refinishing Bare Floor Surfaces	SF	7,000	\$	
2. Carpet and Rug Shampooing	SF	7,000		
3. Venetian Blind Cleaning	EA	100		
4. Snow/Ice Removal	Hour	75		
5. Utility work/Porter Service	Hour	50		
6. Garage (Stripping and Sealing)	SF	3,000		
7. Pest Control	Hour	70		
8. Window Washing	EA	100		
ALL	ALL	ALL	TOTAL BASE YEAR	

ATTACHMENT J.8

SUPPLEMENTAL SERVICES PRICING SCHEDULE (Reference C.2.6)

SERVIVCES	UNIT	ESTIMATED QUANTITY	UNIT PRICE	Option Year 1 Amount 1/12/10-1/11/11
1. Stripping and Refinishing Bare Floor Surfaces	SF	7,000	\$	
2. Carpet and Rug Shampooing	SF	7,000		
3. Venetian Blind Cleaning	EA	100		
4. Snow/Ice Removal	Hour	75		
5. Utility work/Porter Service	Hour	50		
6. Garage (Stripping and Sealing)	SF	3,000		
7. Pest Control	Hour	70		
8. Window Washing	EA	100		
ALL	ALL	ALL	TOTAL OPTION YEAR 1	

ATTACHMENT J.8

SUPPLEMENTAL SERVICES PRICING SCHEDULE (Reference C.2.6)

SERVIVCES	UNIT	ESTIMATED QUANTITY	UNIT PRICE	Option Year 2 Amount 1/12/11-1/11/12
1. Stripping and Refinishing Bare Floor Surfaces	SF	7,000	\$	
2. Carpet and Rug Shampooing	SF	7,000		
3. Venetian Blind Cleaning	EA	100		
4. Snow/Ice Removal	Hour	75		
5. Utility work/Porter Service	Hour	50		
6. Garage (Stripping and Sealing)	SF	3,000		
7. Pest Control	Hour	70		
8. Window Washing	EA	100		
ALL	ALL	ALL	TOTAL OPTION YEAR 2	

ATTACHMENT J.8

SUPPLEMENTAL SERVICES PRICING SCHEDULE (Reference C.2.6)

SERVIVCES	UNIT	ESTIMATED QUANTITY	UNIT PRICE	Option Year 3 Amount 1/12/12-1/11/13
1. Stripping and Refinishing Bare Floor Surfaces	SF	7,000	\$	
2. Carpet and Rug Shampooing	SF	7,000		
3. Venetian Blind Cleaning	EA	100		
4. Snow/Ice Removal	Hour	75		
5. Utility work/Porter Service	Hour	50		
6. Garage (Stripping and Sealing)	SF	3,000		
7. Pest Control	Hour	70		
8. Window Washing	EA	100		
ALL	ALL	ALL	TOTAL OPTION YEAR 3	

ATTACHMENT J.8

SUPPLEMENTAL SERVICES PRICING SCHEDULE (Reference C.2.6)

SERVIVCES	UNIT	ESTIMATED QUANTITY	UNIT PRICE	Option Year 4 Amount 1/12/13-1/11/14
1. Stripping and Refinishing Bare Floor Surfaces	SF	7,000	\$	
2. Carpet and Rug Shampooing	SF	7,000		
3. Venetian Blind Cleaning	EA	100		
4. Snow/Ice Removal	Hour	75		
5. Utility work/Porter Service	Hour	50		
6. Garage (Stripping and Sealing)	SF	3,000		
7. Pest Control	Hour	70		
8. Window Washing	EA	100		
ALL	ALL	ALL	TOTAL OPTION YEAR 4	
ALL	ALL	ALL	TOTAL CONTRACT	