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This solicitation is an **OPEN MARKET** procurement.

PART I

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SYNOPSIS OF PROCUREMENT – JANITORIAL & RELATED SUPPLEMENTAL SERVICES

- B.1.1 Background information on the District of Columbia Courts.
- B.1.1.1 The District of Columbia Courts, consisting of the Court of Appeals, the Superior Court, and the Court System, constitute the Judicial Branch of the District of Columbia and are separate and distinct from the Executive and Legislative Branches. The organization and operation of the District of Columbia Courts, is a completely unified court system.
- B.1.1.2 The District of Columbia Court of Appeals is the highest court of the District of Columbia. It has nine judges who sit in three-judge panels. The Court of Appeals reviews all appeals from the Superior Court, as well as decisions and orders of DC government administrative agencies. The Court of Appeals is also responsible for the management of admissions to the DC Bar, attorney discipline, and the review and approval of proposed Superior Court Rules.
- B.1.1.3 The Superior Court of the District of Columbia is the court of general jurisdiction over virtually all local legal matters. The court consists of divisions which provide for all local litigation functions including criminal, civil, juvenile, domestic relations, probate, tax, landlord and tenant, and traffic. Judges of the Superior Court rotate to each division on a scheduled basis. The Civil Division has general jurisdiction over any civil actions at law or in equity brought in the District of Columbia, regardless of the amount in controversy. The Criminal Division processes defendants who are charged with criminal offenses in the District of Columbia. The Family Court consists of two divisions: Family Court Operations and Social Services. The Probate Division supervises the administration of all decedents' estates, guardianships of minors, conservatorships, and guardianships of adults, certain trusts, and assignments for the benefits of creditors. The Tax Division processes all tax cases, both civil and criminal, brought by or against the District of Columbia.

- B.1.1.4 The Executive Office is responsible for the administrative management of the District of Columbia Courts. It consists of the Executive Officer, the Deputy Executive Officer, and other office staff including the directors of strategic management and intergovernmental and public affairs. Divisions which are directly overseen by the Executive Officer include: Administrative Services; Budget and Finance; Capital Projects and Facilities Management; Center for Education and Training; Court Reporting and Recording; Office of the General Counsel; Human Resources; Information Technology; and Research and Development. The Executive Officer serves as secretary to the Joint Committee on Judicial Administration, the policy-making body of the DC Courts.
- B.1.1.5 The DC Courts occupy several buildings in Judiciary Square, one of the original significant green spaces in the District of Columbia designated in the L'Enfant Plan for the Nation's Capital and one of the last to be revitalized. Several of the Courts' buildings are historically significant. The architecturally and historically significant Old Courthouse, one of the oldest public buildings in the District, is central to meeting the Courts' space requirements. With the support of the President and the Congress, the Courts have been able to restore the building for use as a functioning, modern day courthouse.
- B.1.1.6 The Courts presently maintains approximately 1.1 million gross square feet of space in Judiciary Square, and are responsible for an underground garage and five buildings: the Old Courthouse at 430 E Street, NW, the Moultrie Courthouse at 500 Indiana Avenue, N.W., and Buildings A B and C, which are located between 4th and 5th Streets and E and Indiana Avenue, N.W. Additionally, the Courts have staff working a few blocks north of the Judiciary Square in Gallery Place, 616 H Street NW and maintain a satellite office on Reed Street in northeast Washington.
- B.1.1.7 The Old Courthouse, the centerpiece of the historic Judiciary Square, was built from 1821 to 1881 and is one of the oldest buildings in the District of Columbia. Inside the Old Courthouse, Daniel Webster and Francis Scott Key practiced law and John Surratt was tried for his part in the assassination of President Abraham Lincoln. The architectural and historical significance of the Old Courthouse led to its listing on the National Register of Historic Places and its designation as an official project of Save America's Treasures. Buildings A, B, and C, dating from the 1930's, are situated symmetrically along the view corridor comprised of the National Building Museum, the Old Courthouse, and John Marshall Park and form part of the historic, formal composition of Judiciary Square. These buildings have been used primarily as office space in recent years, with a number of courtrooms in operation in Building A and B.
- B.1.1.8 The H. Carl Moultrie I Courthouse, built in the 1970s, although not historic, is also located along the view corridor and reinforces the symmetry of Judiciary

Square through its similar form and material to the municipal building located across the John Marshall Plaza. The Moultrie Courthouse provides space for Superior Court, and Family Court operations and the Clerk's offices.

- B.1.1.9 The Moultrie Courthouse also houses administrative offices of the United States Marshals Service. Recently, the DC Courts renovated space to better accommodate the Marshals and provide them with more space efficiency for optimal operation. The renovations provide the Marshals with enhanced accommodations relative to their national standards. Additionally, they are equipped with a multi-purpose space serving as a kitchen area, training and conference room, and secure locker room.
- B.1.2 The District of Columbia Courts' Procurement and Contracts Branch, is issuing a Request for Proposal (RFP) to solicit proposals from qualified firms to provide janitorial and related supplemental services to Courts facilities. The Courts is contemplating the awarding of a requirements contract with payments based on firm fixed unit prices.
- B.1.3 The contract shall be effective for a period commencing for one (1) year from the date of contract award with four (4), twelve (12) month option years, which the Courts may unilaterally exercise.
- B.1.4 The facilities under this solicitation are all located in Washington, DC and include public offices, classrooms, laboratories, garages, mechanical rooms, communications rooms, recreational facilities, cafeteria, and social service delivery centers operated by Court agencies located at the following locations:

Location Name	Street Address	Hours of Operation Monday-Friday	Estimated Cleanable Sq. Feet
H. Carl Moultrie Courthouse	500 Indiana Avenue, NW	8:30am-5:00pm	654,000
Gallery Place	616 H Street, NW	8:30am-5:00pm	40,000
Building A	515 5 th Street, NW	8:30am-5:00pm	110,000
Building B	510 4th Street, NW	8:30am-5:00pm	110,000
CSS-NE Satellite Office	2575 Reed Street, NE	8:30am-5:00pm	12,000
SW Garage (two levels)	449 5 th Street, NW	7:00am-7:00pm	110,000
Old Courthouse (Building D)	451 Indianan Avenue, NW	8:30am-5:00pm	140,000
Building C	410 E Street, NW	8:30am-5:00pm	60,000

B.1.5 The cleanable square feet for each facility are as shown above.

B.1.6 **It is anticipated that Building C will be available for janitorial services in accordance with the awarded contract during the Spring of 2011.**

B.1.7 **It is anticipated that the Old Courthouse/Building D will be available for janitorial services in accordance with the awarded contract during the Spring of 2009.**

B.1.8 The following flooring finishes are itemized for the Old Courthouse/Building D due to the facility's historical significance, the Contractor must ensure that these finishes be preserved and well-maintained:

- (a) Stone-33,058 (Granite, Marble, Terrazzo)
- (b) Carpet-49,171
- (c) Linoleum-12,038
- (d) Concrete-18,465 (Sealed and/or painted)
- (e) Tile-573 (Vinyl)
- (f) Wood-206
- (g) Below-grade Loading Area - 85,572 (Traffic Coating)

B.1.9 Exceptional Contractor performance is determined by a combination of outcomes reflected in the Courts inspection of Contractor work at the facilities. The satisfactory resolution rate of validated tenant complaints and quality service tenant surveys will be rewarded with additional work on this contract

B.2 NOTICE CONCERNING SOLICITATION

B.2.1 **Offerors are advised that this is a performance-based solicitation. These Performance Based specifications express the Court's requirement in the form of minimum quality standards to be met. The Contractor shall determine the work schedule, frequency, resource, and allocations and performance methods.** Therefore, it is strongly advised that Offerors review the complete solicitation and be aware of all the terms and conditions.

B.2.2 Offerors are advised to read the entire solicitation in order to be fully aware of all requirements, provisions and clauses. Fill-ins should be properly completed and verified. All copies should contain the same information. Offerors shall verify all calculations before submitting the price proposals.

B.2.3 Offerors are urged and expected to inspect each site where services are to be performed and to satisfy themselves regarding all general and local conditions which may affect the cost of contract performance, to the extent that the information is reasonably obtainable. **Mandatory site visits are being provided for vendors on two days. Specifics are stipulated within this solicitation.** In no event shall failure to inspect the sites constitute grounds for a claim or administrative release after contract award.

B.3 PRICES/COSTS

B.3.1 Offerors shall complete Attachment J. 8 – Pricing Schedule, Offerors shall completely fill out all the forms. In filling out the forms, Offerors should note that the total base year and all option **years'** prices will be added to the Offerors total price for supplemental services to arrive at the Offeror's total price/cost.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 Introduction

- C.1.1 The contractor shall provide management, supervision, transportation, labor, materials, supplies, and equipment, and shall plan, schedule, coordinate and perform janitorial and related services for the facilities identified in B.1.4.
- C.1.2 The Courts' objective is to have clean facilities for its workforce, and the public at all times. Contractors who fulfill the Courts requirements in a manner that results in high customer satisfaction ratings as determined by the outcomes of a combination of facility inspections, quarterly quality service tenant surveys and the Contractor resolution rate of validated tenant complaints may be rewarded with additional work.

C. 2 BACKGROUND

C.2.1 Description of the Current Operating Environment and Current Status of Goods and Services

- C.2.1.1 The intent of this solicitation is to preclude conditions that could result in unclean workspaces, presentation of negative images to the public, and customer dissatisfaction.

C.2.2 Responsibilities of the Courts In this Procurement

- C.2.2.1 The Courts shall prescribe areas to be cleaned and the cleaning standards that the prospective contractor shall meet. In doing so, the Courts shall implement a Quality Assurance (QA) Program, including inspections/ evaluations of each phase of the base (routine) cleaning requirement as well as the related supplemental services performed by the contractor. The Courts' emphasis shall be placed on quality and timeliness of contractor service delivery, with the primary focus on tenant satisfaction.
- C.2.2.2 The QA program includes facility inspections (scheduled and unscheduled) to monitor the quality and quantity of the contractor's work at any time. There is no limit to the number of inspection(s) that can be conducted by the Courts before, during and/or after completion of the cleaning tasks. However, the inspections shall be conducted in a manner that does not unduly delay and/or inhibit the work of the contractor. Facility areas to be inspected shall be randomly selected by the Courts' Contract Administrator. A copy of the inspection report shall be provided to the Contractor and a copy put into the contract file.

- C.2.2.3 Additionally, the Courts shall utilize contractor measurement factors to develop and administer to facility tenants a randomly conducted Quality Service Tenant Survey. A copy of the survey results will be included in the contract file. The Contractor shall also be judged by the rate with which the Contractor resolve validated tenant complaints. Contractor work acceptance and/or rejection and other actions relative to contract termination and/or renewal shall be tied to the outcome of these combinations QA Program.
- C.2.2.4 In the event that a contractor's work is determined to be unacceptable, the Courts shall exercise one of the following options:
- C.2.2.4.1 The Courts shall require the Contractor to immediately correct such deficient item of work upon notification.
- C.2.2.4.2 The Courts may correct the deficiency by using another Contractor. Direct labor and materials costs incurred by the Courts to correct the item of unsatisfactory performance shall be deducted from any payments due to the Contractor.
- C.2.2.4.3 If unsatisfactory performance should continue, the Contracting Officer shall contract the work to other contractors and/or charge the contractor for all costs incurred by the Courts.
- C.2.2.4.4 If unacceptable work by the contractor persists, the Courts shall terminate the contract for default in accordance with the default termination clause of the General Provisions (**Attachment J.1**).
- C.2.2.5 Unless otherwise indicated, the Courts shall also furnish the following resources to the Contractor at no cost to fulfill the requirements of this Statement of Work:
1. Limited storage spaces available in the facilities
 2. Janitor closets and trash rooms that are available in the facilities
 3. Access to dumpsters and/or compactors available for Contractor use in the facilities. However, the Contractor shall assume all responsibility for operating these units in a safe manner, and requires that Contractor insures and defends the Courts against any claim arising out of the use of these dumpsters and compactors by the Contractor.
 4. Electrical power will be furnished through existing outlets at job sites as necessary for the Contractor's effective and satisfactory performance of the contract work. The contractor shall protect from damage all utility outlets it uses and shall immediately report to the Courts any damage to these utility outlets, and use all reasonable care to conserve the utilities

provided.

5. Hot and cold water will also be provided from existing plumbing lines at the Courts' facilities. No new supply locations or special temperature sources of hot or cold water will be provided.

C.2.3 Definitions

C.2.3.1 Clean/Cleanliness Quality - a like-new appearance, specifically:

C.2.3.1.1 The absence of litter or undesirable debris that can be eliminated by appropriate monitoring techniques.

C.2.3.1.2 The absence of unbounded dust buildup on any surface of any items subject to appropriate dusting techniques.

C.2.3.1.3 The complete, comprehensive and thorough cleaning of any item subject to cleaning including corners, inside, outside, top, bottom, under and over all surfaces.

C.2.3.1.4 The absence of any surface marks including finger prints, spills or other undesirable bonded surface residue that can be eliminated by appropriate damp or wet cleaning techniques.

C.2.3.1.5 The absence of any soil, wax or other undesirable bonded build-up, which can be eliminated by appropriate heavy-duty cleaning.

C.2.3.1.6 The presence of appropriate surface gloss, protection or reflective capacity in line with a like-new or appropriate gloss levels.

C.2.3.1.7 The absence of minor spots, marks or other limited surface soil that can be eliminated by appropriate spot cleaning techniques.

C.2.3.1.8 The absence of dust, lint and other in-fiber accumulation in fabric and carpeted areas that can be eliminated by appropriate vacuum cleaning techniques.

C.2.3.2 A surface will be considered clean if:

C.2.3.2.1 Immediately after wiping it with a clean white glove, there is neither a visible change in the appearance of the surface nor the appearance of a visible mark on the glove, or;

C.2.3.2.2 The contractor demonstrates to the satisfaction of the Courts that any visible dirt,

dust, foreign matter, film, grimes, stains, finger prints, streaks, spots, blemishes, and/or chemical residues which remain on the surface after cleaning CANNOT be removed without permanently damaging the underlying surface.

C.2.3.3 Cleaning Service: refers to cleaning service requirements for the Statement of Work. They include the following categories of janitorial and related work:

C.2.3.3.1 **Base (Routine) Cleaning** - standard cleaning tasks to be performed at every Court occupied building on a routine, scheduled basis. The Courts shall prescribe only the cleaning standards that the contract is required to meet under this requirements contract schedule. The contractor shall determine the frequency of cleaning as well as the cleaning methodologies and/or practices that will achieve the Courts' cleaning requirements.

C.2.3.3.2 **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.

Title Definitions

C.2.3.3.3 Correction - The elimination of a defect.

C.2.3.3.4 Custodian - An individual who performs housekeeping and janitorial tasks.

C.2.3.3.5 Deficiency- Any part of a proposal from a contractor or any work performed by a contractor that fails to satisfy the Courts requirements.

C.2.3.3.6 Courts - The District of Columbia Courts.

C.2.3.3.7 Courts-Furnished Property - Property in the possession of or directly acquired by the Courts and subsequently made available to the contractor to use in the performance of the contract.

C.2.3.3.8 Courts-owned Property - All property owned by or leased to the Courts or acquired by the Courts under the terms of the contract, including Courts-furnished property.

C.2.3.3.9 Courts Quality Assurance -The various functions, including inspections, by the Courts to determine whether a contractor has fulfilled the contract obligations pertaining to cleaning quality and quantity. Courts Quality Assurance is different from and is not a substitute for contractor Quality Control.

- C.2.3.3.10 Dirt - Earth, or soil.
- C.2.3.3.11 Facility- an establishment, structure, building or assembly of units of buildings designated for a specific function.
- C.2.3.3.12 Hazardous Materials - Any waste, substances, radiation or materials (whether solids, liquids or gases) that are:
 - C.2.3.3.12.1 Hazardous, toxic, infectious, explosive, radioactive, carcinogenic or mutagenic;
 - C.2.3.3.12.2 Now or become defined as pollutants, contaminants, hazardous wastes or substances, toxic substances, radioactive materials, solid waste or other similar designations in or otherwise subject to the Courts' procedures, as well as District and Federal government laws and regulations.
 - C.2.3.3.12.3 Present on the premises and can cause or threaten to cause, a nuisance pursuant to applicable statutory or common law upon the premises, facilities or properties;
 - C.2.3.3.12.4 Polychlorinated biphenyl's (PCBs), asbestos, lead-based paint, urea formaldehyde foam insulation, petroleum and petroleum products including gasoline, crude oil etc. that pose a hazard to human health, safety, natural resources, industrial hygiene, the environment or an impediment to working conditions.
- C.2.3.3.13 Holidays - Holidays observed by the District of Columbia Courts. **Janitorial Services shall not be provided on these days unless stipulated in this solicitation or are requested by the Contract Officer Technical Representative.**
- C.2.3.3.14 Inspection - Examining and testing contractor performance of services by the Courts to determine whether they conform to contract requirements
- C.2.3.3.15 Key Contractor Personnel - Individual(s) employed by the Contractor who has the responsibility and authority for fulfilling any of the requirements of the Statement of Work.
- C.2.3.3.16 MSDS - Material Safety Data Sheets
- C.2.3.3.17 OSHA – (United States Occupational Safety and Health Administration) The Federal Government agency responsible for providing the rules and regulations on safety and health requirements in the work place.
- C.2.3.3.18 Quality Service Tenant Survey - survey questionnaires put together every quarter by the Courts with the objective of ascertaining how the customer/ building tenants rate contractor performance. The contractor shall provide the

measurement factors the Courts will utilize to develop and administer the tenant surveys.

- C.2.3.3.19 Work Acceptance - The District of Columbia Courts deems work performance that falls below the standards stipulated herein as unacceptable.
- C.2.3.3.20 Facility Inspection - Scheduled and/or unannounced but documented inspection of facilities by the Courts to monitor level of contractor delivery of janitorial and related services to Courts facilities. The areas of facilities that will be inspected shall be randomly selected by the Contract Officer Technical Representative.
- C.2.3.3.21 Satisfactory Resolution of Validated Tenant Complaints – A log of validated facility tenant complaints by the Contract Administrator and the Contractor resolution rate of the complaints to the satisfaction of the Contract Administrator as well as the facility tenant initiator of the complaint.
- C.2.3.3.22 Quality Control (QC) - Ways by which Contractor assures the Courts that quality services are/will be provided to satisfy the requirements of the contract.
- C.2.3.3.23 Contractor shall confirm daily work hours with the Courts' Contract Administrator.
- C.2.3.3.24 Response time - Defined as the time allowed the Contractor by the Courts after initial notification of a work requirement by the issuance of a Purchase Notification to be physically on the premises at the work site, with appropriate tools, equipment and materials, ready to perform the required work. A 15-day mobilization is allowed.
- C.2.3.3.25 SOW - Statement of Work, sometimes referred to as technical specifications.

C.2.4 BASE (ROUTINE) CLEANING

1. Clean interior space – interior spaces include, but are not limited to corridors, hallways, entrances, public and private offices, restrooms, courtrooms, stairwells, elevators, garages, detention spaces (cell block), all associated interior finishes (i.e. terrazzo, carpet, tile, vinyl, glass etc.) and interior elements such as furniture, fixtures, and equipment to the Court's interior spaces.
2. Clean and disinfect restrooms, locker rooms, shower stalls and utility sinks
3. Stock restrooms with toilet supplies

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. Shampoo carpets and rugs
21. High dusting cleaning (above 6'-0")
22. Utility work
23. Pest control services/extermination

24. Pressure washing cellblock and holding cell
25. Remove ice and snow around Courts' facilities to include entrances, steps, and walkways
26. Window washing (interior & exterior)
27. Venetian blind cleaning
28. stripping & refinishing of floors
29. 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 MANDATORY - REFERS TO RELATED SUPPLEMENTAL SERVICES THAT THE CONTRACTOR WILL PERFORM UPON REQUEST BY THE COURTS. THE SERVICES INCLUDE:

C.2.6.1 Shampoo carpets/rugs and clean upholstered furniture

C.2.6.2 Stripping and refinishing of floors

C.2.6.3 Utility work

C.2.6.4 Pest services including extermination

C.2.6.5 Window washing (interior & exterior)

C.2.6.6 Remove snow and ice

C.2.6.7 Venetian blind cleaning

C.2.6.8 Grinding and buffing of terrazzo floor surfaces

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 Contractor is cautioned that supplemental services shall not be accomplished by diverting resources from base work that is supposed to be accomplished.

C.3 APPLICABLE DOCUMENTS

There are no applicable documents related to this solicitation, expect where referenced.

C.4 SCOPE

C.4.1 Purpose/Objectives

The purpose of this procurement is to provide cleaning services for the Courts owned and leased facilities that result in clean and well maintained work environments, business service areas and other areas that are not readily visible to the public.

C.4.2 Contractor Performance Responsibilities and Limitations

C.4.2.1 The contractor shall provide all the manpower, supervision, materials, supplies and equipment necessary to perform all the services described herein for base (routine) cleaning and related services. This includes the provision of such items as plastic trash can liners, disposable restroom paper products, and hand soap. The contractor shall determine frequency of cleaning as well as the cleaning methodologies to be utilized to ensure that it renders and maintains a level of cleanliness of all designated areas in a manner that is satisfactory to the users/tenants of those areas. Contractor performance, however, will be rated by the Courts' evaluation of results, NOT the frequency or method of performance. The evaluation of results will be based on tenant satisfaction measured by the combination outcomes of quarterly quality service tenant surveys, resolution rate of validated tenant complaints, and Contract Administrator and/or designee's scheduled and/or unscheduled facility inspections.

C.4.2.2 The contractor shall provide a quality control (QC) plan that indicates the capability to provide quality services and to monitor and measure the effectiveness of those services. Contractors should note, however, the Quality Assurance Program implemented by the Courts and described in Section C. 2.2 of this Section is NOT a substitute for quality control (manpower supervision / control) by the Contractor. The contractor is encouraged to strive to setup routine partnering meetings with various segments of the building tenant groups. It is expected that such meetings may serve as forum for airing of tenant complaints and concerns with a view to finding and/or implementing solutions that are agreeable to them.

C.4.2.3 During the first three (3) months of the contract, the contractor shall meet with the Contract Administrator once a month at a mutually agreed time and place to

discuss pertinent contract administration issues including but not limited to implementation of the contractor Quality Control program, quality of implementation of contract requirements, tenant observation and/or complaints. After the first three (3) months, the contractor shall meet with the Contract Officer Technical Representative(COTR) at the call of the Contract Officer Technical Representative or at the request of the contractor.

C.5 PERFORMANCE REQUIREMENTS AND QUALITY ASSURANCE

REQUIREMENTS AND QUALITY ASSURANCE PLAN				
REQUIREMENT	EXCEED STANDARDS	ACCEPTABLE QUALITY LEVEL	SURVEILLANCE	INCENTIVE
Provide Base Cleaning Services and Supplemental Cleaning Services, as requested, to maintain designated facilities at a level of cleanliness that is satisfactory to clients and in accordance with relevant specifications.	90% tenant satisfaction rating	80% tenant satisfaction rating	Quarterly surveys of the tenants	Increase in contract allocation
	90% Compliance with specifications	80% compliance with specifications	COR facility inspections (scheduled & unscheduled)	
	90% satisfactory resolution of validated tenant complaints	80% satisfactory resolution of validated tenant complaints	Monthly Report	

C.5.1 Courts’ Inspection System

C.5.1.1 Each phase of the services to be rendered under this contract is subject to Courts inspection, both during and after completion of the work. There is no limit to the number of inspections that the Contract Administrator or designated Courts representatives can conduct in a facility. However, the Contract Administrator shall inspect each facility at the minimum, once per month. The area(s) of the facility that will be inspected shall be randomly selected by the Contract Administrator. The Contract Administrator will also decide the type of inspection (scheduled or unscheduled) that will be conducted. If a scheduled inspection is to

be conducted, the Contract Administrator will inform the contractor of the inspection time, place and duration. It is the contractor's prerogative to decide if it wants to have a representative accompany the Contract Administrator on the inspection. In regards to an unscheduled inspection, the Contract Administrator does not have to inform the contractor that the inspection will take place but shall assure that contractor's work is not disrupted or delayed as a result of the inspection. The Contract Administrator shall generate an inspection report at the conclusion of the inspection. A copy of the report shall be provided to the contractor and a copy kept in the contract file. It is the responsibility of the contractor to state in writing to the Contract Administrator (with a copy to the Contracting Officer) any disagreement with any and all aspects of the report. The standard requirement for inspection on this contract is adequate documentation and/or reporting. Visual observation accompanied by accurate documentation describing conditions observed is the key to good surveillance by the Courts such that anyone reviewing the inspection report which cite deficiencies can immediately proceed to the area and have no trouble locating the deficiencies. The Contract Administrator shall rely on complete comprehension of the contract requirements in order to monitor the contractor's ability to meet the requirements of the specifications.

C.5.1.2 In instances where documented unsatisfactory performance exists, it may be necessary to increase the number of inspections in a facility to be more frequent until such time as the Contractor in the facility achieves an acceptable level of service. To obtain an objective evaluation of contractor performance, the following point system shall be utilized. Each contractor deficiency discovered in a facility during an inspection shall receive a negative percentage point of one (1). For example, if a facility has 20 levels, a dirty carpet in each of the 20 levels equal 20 negative percentage points. If there are 10 restrooms in a facility and each of the 10 restrooms did not present a uniformly clean appearance as required by the SOW when they were inspected, the contractor shall receive a negative percentage point of 10 for all restrooms in the facility. If eight to ten (8-10) restrooms are found to be unacceptable, the negative percentage point total will be eight (8). At the conclusion of the inspection, the negative points will be totaled. Contractor performance is at an acceptable quality level in the facility if the cumulative negative percentage point total is 20 or less (80% + compliance). Contractor performance is unacceptable if the cumulative negative percentage point total is more than 20. A contractor's performance exceeds the requirements in a facility when the cumulative negative percentage point total is 10 or less (90% + Compliance). To measure contractor performance in all facilities, first determine the percentage level of compliance in each facility and find the average for all facilities.

C.5.2 Quality Service Tenant Surveys

The Contract Officer Technical Representative shall conduct a survey questionnaire every quarter to ascertain how the tenants in the facility rate contractor performance. The contractor shall provide the measurement factors the Courts will utilize to develop and administer the tenant surveys. The sample population of the survey shall be randomly selected by the Contract Administrator. The result of the surveys shall be tallied and calculated. The number of satisfied and unsatisfied tenants shall be calculated against the total number of tenants in the sample population. A satisfied tenant percentage of 80% and above is acceptable to the Courts. A satisfied tenant percentage of less than 80% is unacceptable. A satisfied tenant percentage of 90% and above exceeds the standards set by Courts requirements. A copy of the questionnaire sheets and results of the tenant surveys shall be made available to the Contractor and a copy included in the contract files. The Contractor may request a meeting with the Contract Administrator to resolve any disagreement either with the conduct of the surveys or its results. The meeting shall be documented and a copy of the minutes included in the contract files. If the meeting does not resolve the disagreement, the issue shall be referred to the Contracting Officer to render a decision. The Contracting Officer decision shall be binding on both parties. **A sample survey form is in Attachment J.11. (To be provided later)**

C.5.3 Resolution of Validated Tenant Complaints

The Contractor shall maintain a log of all validated facility tenant complaints and shall develop and implement a procedure to assure that complaints are received promptly, validated, completely taken care of to the satisfaction of the complainant in a timely fashion. The Contractor shall also update the log to reflect the resolution of the complaint. The contractor shall submit the updated log to the Contract Administrator no later than five (5) days after the end of the month. The Contract Administrator shall calculate the percentage rate of complaint resolutions against the total number of validated complaints logged. The calculations shall be performed every month and a copy of the results of the calculations provided to the Contractor. The Contract Administrator and the Contractor shall meet to resolve disagreements with the results of the calculations. An 80% and above rate of resolution of tenant complaints is acceptable to the Courts. Less than that number is unacceptable. A resolution rate of 90% or above exceeds Courts requirements.

C.6 SPECIFICATIONS FOR CLEANING SERVICES

C.6.1 Base (routine) Cleaning

C.6.1.1. Clean interior space

C.6.1.2 All interior space shall present a uniformly clean appearance. All vertical and horizontal surfaces shall be free of dirt, dust and debris. Glass surfaces (excluding exterior windows) shall be clean and free of smudges. Furniture shall be free of dust, dirt, and debris. Carpets will be free of spots and stains and shall be clean and free of dirt and debris. Flooring requiring a finish shall be maintained at a high luster and free of all marks, dirt and debris. Wood paneling shall be free of soil substances, dust, streaks, and spots.

C.6.2 Clean and Disinfect Restroom

C.6.2.1 Restrooms shower stalls, and utility shall present a uniformly clean appearance. Fixtures shall present a clean, shining appearance free from dust, spots, stains, rust, mildew, soap residues, mineral deposits, organic materials etc. Floors shall be cleaned, disinfected and free from dust, dirt, debris or bacteria. Partitions and walls shall be free of obvious dirt, graffiti and dust.

C.6.3 Stock Restroom Supplies and Fixtures

C.6.3.1 Hand towels, soap, toilet tissue, toilet seat covers, sanitary napkins, and deodorant air fresheners shall be stocked on shelf in designated storage spaces in quantities adequate to ensure sufficiency between cleanings. (A minimum of 10% of all identified toilet supplies shall be stocked on shelf at the work site at all times). In restrooms where there is no soap dispenser, contractor shall purchase and install dispensers at own cost and repair/replace dispensers that become broken immediately.

C.6.4 Vacuum and spot clean carpet

C.6.4.1 Carpet shall be free of obvious spots, stains, chewing gum, tar, grease, litter and/or any other foreign substances not part of the fiber of the carpet; carpet shall present a uniformly clean appearance.

C.6.5 Clean and/or maintain corridor, lobby and entrances

C.6.5.1 Corridor, lobby and entrances shall present a clean appearance free from litter, dirt, debris and discarded items. Cleaned corridors and entrances shall show no obvious signs of liquid spillage, stains or foreign matter.

C.6.6 Clean and disinfect drinking fountain

C.6.6.1 Drinking fountains shall be cleaned to be free of watermarks, debris, or encrustation and shall be maintained at a high level of sanitation.

C.6.7 Collect and remove trash

- C.6.7.1 All facility trash shall be collected as necessary to assure that trash and paper are not allowed to accumulate and/or overflow receptacles. Dumpster sites shall be kept clean and orderly and trash shall not be allowed to blow around on the ground. Trash receptacles/waste baskets shall be free from dirt, food, beverage spoilage and odors.
- C.6.8 Clean exterior grounds, entranceways, fountains, planters, balconies, arcades, parking areas, and landscaped areas**
- C.6.8.1 All exterior grounds including sidewalks, steps, and water fountains shall present a clean appearance - free from litter, dirt, trash, cigarette butts, debris and discarded items. No trash and debris shall be allowed to accumulate on the grounds. Grounds shall be free of all human excrement and all avian pest excrement. There shall be no obvious signs of liquid spillage, stains or foreign matter on concrete, brick, grass or other surfaces.
- C.6.9 Clean stairwells**
- C.6.9.1 All stairwells, landings, and handrails shall be free of dust, dirt, spillage and other removable soil substances. Carpeted stairwells and landings shall be free of dirt, dust, spots and spillage.
- C.6.10 Clean elevator and escalator surfaces**
- C.6.10.1 Elevator and escalator surfaces and escalators shall be clean and free of dust, dirt, smudges, soil substances, gum or other foreign matter. Metal surfaces shall be free of smears, smudges or soil substances. Carpeted surfaces, hard wood floors and elevator door tracks shall be maintained free of soil or foreign substances. Escalator glass surface, walls, grooves of tread shall be free of spots, stains, smudges, streaks, handprints, and graffiti and dirt build-up.
- C.6.11 Clean and maintain floor surfaces (vinyl, wood, marble, terrazzo, brick pavers, and concrete, carpet) and Walk-off Mats.**
- C.6.11.1 Floor surfaces shall be free from trash, debris, dirt, marks or foreign matter. Floor surfaces such as wood, terrazzo, and marble requiring a finish shall have a uniformly clean appearance without obvious unsightly build-up. All treated surfaces shall be slip resistant. Laminated floor surfaces (ADP space) shall be free of dirt, scuffmarks and foreign matter. Walk-off mats shall be used at entrances during inclement weather. **These entrance mats or walk-off mats shall be furnished and maintained in good condition by the Contractor.**

C.6.12 Mechanical Rooms in the Basement of Moultrie Courthouse, Building A, Building B, and the Old Courthouse/Building D

C.6.12.1 The cleaning of these mechanical rooms shall be the same requirements stipulated for interior space cleaning. Contractor shall ensure that floor surfaces are cleaned and maintained on a weekly basis. All terrazzo floor surfaces within the mechanical rooms shall be buffed at a minimum of four (4) times per year.

C.6.13 Clean Cell Block and Holding Cell

C.6.13.1 The cleaning of the cellblocks and holding cells shall be the same as the requirements for cleaning of interior space, restroom cleaning, and disinfecting with germicide. All walls, ceilings, floors, bars, toilets, benches, and other interior surfaces shall be pressure washed once a week with a disinfectant chemical solution with a minimum of 2,000 PSI.

C.6.14 Clean Security Booth (USMS Control Panel Room)

C.6.14.1 The security booth shall be cleaned daily with the same requirements stipulated for interior space cleaning.

C.6.15 Clean public health laboratory

C.6.15.1 Public health laboratory shall be free from elements defined as filth or bacteria or that may endanger health. Requirements shall be the same as for interior space cleaning and restroom cleaning and disinfecting. Services delivered shall demonstrate a clear understanding, knowledge and intent to practice and preserve healthy and sanitary conditions in addition to presenting overall cleanliness. Use of non-toxic, anti-bacterial, anti-fungal and environmentally safe practices and products is mandatory.

C.6.16 Clean vending areas, concession spaces, kitchen areas, and seating areas

C.6.16.1 Same requirements as for interior space (1) and restroom cleaning and disinfecting (2).

C.6.17 Clean exercise room/lounge

C.6.17.1 Same requirements as for interior space (1) and restroom cleaning and disinfecting (2).

C.6.18 Stripping and refinishing floors

C.6.18.1 Stripped and refinished floors shall form maximum gloss and uniform sheen from

wall to wall including corners. Refinished floors shall present a clean appearance free from scuff marks or dirt smears. Furniture and other equipment moved during stripping and refinishing shall be returned to their original positions.

C.6.19 Garage Cleaning

C.6.19.1 Garages shall be free of trash, litter, feces, bird or animal carcasses, bottles, cups, broken glass, oil, grease, sand, and all foreign matter. Ramps and garages shall be kept free of snow and ice.

C.6.20 Cafeteria and Eating Areas

C.6.20.1 Cafeteria and eating areas such as small kitchens and kitchenettes shall have cleaning that includes: dining areas, kitchens, serving areas, offices, lockers and restroom areas.

C.6.20.2 Extermination services to be in compliance with the District of Columbia OSHA Standards for restaurants and cafeterias.

C.7 SUPPLEMENTAL SERVICES

C.7.1 Shampoo carpets/rugs and Clean Upholstered Furniture

C.7.1.1 Carpet and rug shall be free of streaks, stains and spots and shall have a bright uniform color. Upholstered furniture shall be cleaned of spots and stains.

C.7.2 High dusting/cleaning

C.7.2.1 Surfaces shall be free from all dust, lint, litter and soil (above 6'-0"). Walls shall be free from dirt, smudges and markings. Ceiling shall be free from cobwebs and loose dirt.

C.7.3 Remove ice and snow

C.7.3.1 Snow and ice removal shall be evaluated according to the timeliness and effectiveness in presenting an overall non-hazardous condition at walks and entrances, steps, landings, sidewalks, ramps, vehicular courts, parking lots, and other approaches. **No salt shall be used; solvent shall be approved by Contracting Officer.** Snow shall be removed continuously from the perimeter of facilities to remain within 0'-1" accumulation at all times. Ice shall not be allowed to solidify. Contractor shall be held liable for all damage to grounds and landscape caused by the application of chemicals to ice and snow removal. Snow and de-icing requirements shall be met any day or time snow falls during the year.

C.7.4 Utility work

C.7.4.1 Utility worker(s) shall be evaluated by the timeliness, efficiency and professionalism with which utility work is performed.

C.7.5 Pest control service

C.7.5.1 The Contractor shall provide the services of an experienced and licensed exterminator to do all that is required to eliminate and keep the buildings specified in paragraph B.1.3 free from all insects and rodents. Areas in contact with lice carrying persons or public shall be sprayed upon notification to the Contractor. The Contractor shall respond to and begin treatment of the areas with evidence of rodents or insects within 24 hours of notification. The Contractor must furnish Material Safety Data Sheets for all chemicals and pesticide products used.

C.7.5.2 **Monthly:** The Contractor shall spray and bait all public areas such as corridors, restrooms, lounges, cafeteria areas, garage dumpster areas and other areas as specified by the Court on a monthly basis.

C.7.5.3 **Semi-Annually:** A comprehensive extermination shall be performed throughout the entire facilities. Comprehensive extermination shall be performed on Fridays and/or Saturdays. The Contractor shall arrange with the Building/Facilities Manager for comprehensive extermination to be performed on Fridays and Saturdays. In the case of Friday, extermination shall be after 6:00 p.m.

C.7.6 Window washing

C.7.6.1 Window washing shall include all interior and exterior glass surfaces. All cleaned windows and glass shall be free of streaks and stains. All paints, putty, film and foreign matter shall be removed from associated frames, sills and sashes. Window washing should be scheduled semi-annually.

C.8. VENETIAN BLIND CLEANING

C.8.1 All cleaned Venetian blinds including slats and tape (including both sides of the blind) shall be wiped clean free of all dust, embedded dirt and cobwebs. While vertical blinds may only be cleaned in place, venetian blinds may be removed but shall be re-hung within two (2) business days.

C.9 SPECIFICATIONS FOR SUPPLEMENTAL SERVICES

C.9.1 Shampoo carpets and rugs, and clean upholstered furniture as needed and requested by the Contract Administrator.

C.9.2 Carpet and rug shall be free of streaks, stains and spots and shall have a bright uniform color.

C.9.3 Utility work

C.9.3.1 Utility worker(s) shall be judged by the timeliness, efficiency and professionalism with which utility work is performed.

C.9.4 Stripping and refinishing floors

C.9.4.1 Stripped and refinished floors shall form maximum gloss and uniform sheen from wall to wall including corners. Refinished floors shall present a clean appearance free from scuff marks or dirt smears. Furniture and other equipment moved during stripping and refinishing shall be returned to their original positions.

C.10 Addition/Reduction of Space

C.10.1 Reduction of Space

C.10.1.1 When blocks of space totaling 1,000 square feet (90.20 square meters) or more are expected to remain unoccupied for 30 calendar days or longer, deductions will be made from the monthly payments due the contractor.

C.10.1.2 The Contract Administrator will give the Contractor or his representative a written notice no less than three (3) working days in advance stating when the areas are to be dropped from or returned to the normal cleaning schedule. The period for deductions will begin on the effective date of the notice and end on the day before cleaning resumed.

C.10.1.3 Subsequent blocks of space under 3,500 square feet (325 square meters) may be added after the initial 4,500 square feet (325 square meters) threshold is met.

C.11 DEDUCTION FOR SPACE REDUCTION

C.11.1 The deduction for vacant space will be computed as follows:

C.11.1.1 Daily Deduction = Monthly contract price divided by building cleaning area (BOMA measurement) further divided by 21 workdays.

C.11.1.2 Monthly Deduction = Daily deductions rate multiplied by square footage of vacant space; further multiplied by number of workdays in the month the space was vacant.

C.12 INCREASE OF SPACE

C.12.1 In the event that vacant space becomes occupied, the Contracting Officer may negotiate a modification to the contract to reflect the increase requirement under the contract.

C.13 SUSPENSION OF WORK

C.13.1 Deductions will not be taken for services not performed due to unanticipated closing of the building by the Courts due to inclement weather, unanticipated holidays, failure of the Congress to appropriate funds etc., provided the contractors employees are compensated. The Contractor shall release copy of company payroll record upon request in order to verify payment to employees. The Courts shall reimburse the contractor only actual verifiable payments to employees.

C.14 ADDITIONAL LOCATIONS

C.14.1 The Courts reserves the right to add new locations to any and/or all of the building groups as requirement change under the contract. In deciding which established group to add new facilities and/or requirements, the Contract Administrator will consider such factors as agency alignments, geographical location of the new facility, extent of the group to which the new facility is to be added (sum square feet and number of facilities in the group compared to other existing groups. A very important factor is the past and existing service performance of the Contractor and the resources to do the work. Notwithstanding the above, the Contract Administrator will add new facilities based on what is in the best interest of the Courts.

C.15 TIME RESTRAINTS

C.15.1 Work described as day and utility shall be performed Monday through Friday and shall start after 7:00 a.m. each day and completed by 5:00 p.m. on the same day.

C.15.2 Work described as being performed each night shall be done Monday night through Friday night and shall start after 5:00 p.m. each night and completed by 10:00 p.m. on the same day.

C.15.3 Work described as being performed on Saturdays, Sundays and holidays shall be done each Saturday, Sunday and/or legal holiday for the Courts after 8:00 a.m. and be completed before 6:00 p.m. on the same day.

C.15.4 Several areas may require day cleaning and shall be performed during the hours of 7:00 a.m. – 3:00 p.m.

C.15.5 The rooms listed below shall be cleaned on Saturdays, Sundays and/or holidays in addition to the nightly cleaning:

C.15.5.1 Moultrie Building:

- a. Room 255.
- b. Room 4203 (Criminal and Family Finance Office).
- c. Courtroom C-10.
- d. Room 4310 – New Juvenile Referrals.
- e. Arraignment Intake Office.
- f. Security Control Room (first floor, beside Information Office).
- g. Exterior walls of the public cafeteria and all floors leading up to the exterior of the cafeteria.
- h. Interior window glass of the public cafeteria shall be cleaned inside and outside.
- i. Two (2) restrooms adjacent to the public cafeteria.
- j. Juvenile and adult cell blocks
- k. Jurors' Lounges (room 3100)
- l. All courtroom holding cells and corridors

C.15.5.2 Building B – Superior Court:

- a. Rooms 103 and 203 (HITS Program)
- b. Security Desk in lobby

C.16. DAY TIME CLEANING

C.16.1 Janitorial services shall be performed during day time in the following areas:

C.16.1.1 Moultrie Courthouse

All Judges' chambers
C-480
C-480 U.S. Marshals Court Support Section
C-460
C-430 Data Processing Division
C-250 U.S. Marshall Service
C-195 U.S. Attorneys Office
C-301 Pre-Trial Service Agency
C-302
C-225 Telecommunications
C-510 Supply Room

C- Level Control Room Main Cell Block

JM-120 Civil Division

JM-130 " "

JM-140 " "

JM-150 " "

JM-170 Finance

JM-185 Mail Room

JM-175 " "

JM-165 " "

JM-400 Judge's Chambers

JM-410 " "

JM-420 " "

JM-430 " "

JM-440

JM-610 Judge's Chambers

JM-620 " "

JM-630 " "

JM-640 " "

JM-650 " "

JM-660 " "

JM-670 " "

JM-680 " "

4450 Judges and Commissioner

4451 Finance

4200 E.T of Appeal

Criminal Division

4000 Marriage Branch

4001 Juvenile and Child Support Branch

Criminal Division Vault, Room 4105

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Court Reporting Division

5500 Judge's Chambers

5600 " "

5610 " "

5620 " "

5630 " "

5640 " "

1410 Judge's Chambers

1420 " "

1430 " "

1440 " "

1500 " "

1510 " "

1520 " "

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1530	”	“
1540	”	“
1600	”	“
1630	”	”
1640	”	“
1020	”	“
1000	”	“
1195	Health Unit	
	Information Lobby	
	Security Guards’ Office	
	Small Claims Branch	
255	Land Lord and Tenant	
2300	Central Recording	
2420	”	“
2430	”	“
2500	Clerk of the Court’s Office	
2510	Judge’s Chambers	
2520	”	“
2530	”	”
2540	”	”
2600	”	”
2610	”	“
2620	”	“
2630	”	“
2640	”	“
2020	”	“
2000	”	“
3410	Judge’s Chambers	
3420	”	“
3430	”	“
3440	”	“
3500	Chief Judge Satterfield’s Chambers	
3501	Judge’s Chambers	
3520	”	“
3530	”	“

C.16.1.2 Gallery Place

Janitorial services shall be provided by the Contractor in the Courts’ space during the day time; *except* that floor coverings, glass doors and kitchen areas shall be cleaned after 6:00pm on designated week days.

C.16.1.3 Buildings A, B, C, and D (the Old Courthouse)

Janitorial services shall be provided by the Contractor in the Courts' space during the day time; *except* that floor coverings, glass doors and kitchen areas shall be cleaned after 6:00pm on designated week days.

C.17 AREAS THAT ARE NOT THE RESPONSIBILITY OF THE CONTRACTOR

C.17.1 The Contractor shall not be responsible for providing janitorial services to the following areas:

- a. All electrical distribution rooms and closets.
- b. All telephone distribution rooms and closets
- c. All elevators equipment rooms.

C.18 DAMAGE TO THE COURTS' PROPERTY

The Contractor shall perform services in such a manner that does not damage the Courts' property. In the event damage occurs to the Courts' property or adjacent property by reason of custodial service operations performed under this Contract, the Contractor shall replace or repair the same at no cost to the Courts. If damage caused by the Contractor has to be repaired or replaced by the Courts, the cost of such work shall be deducted from monies due the Contractor. Examples of possible damages include but are not limited to: improper control of floor machine, causing machine to slam into baseboards, splitting, cracking, or penetrating wall; improper use of carpet cleaners that cause bleaching of colors or staining; washing of painted wall that causes discoloration or staining, or other types of damages.

C.19 JANITORIAL TASK DESCRIPTIONS

C.19.1 Section A -- General Office Areas

Includes, but not limited to; administrative offices, conference/multipurpose rooms, auditoriums, corridors, lobbies, patio areas, landings, entry ways, handicap ramps, break rooms, lounges, fitness centers, and storage rooms:

	Task	Reduced Service Interval	Full Service Interval
A-1	Empty trash containers, replace liners.	Daily	Daily
A-2	Clean outside surface of all office trash containers	Quarterly	1X/MO
A-3	Vacuum all areas of interior carpets	2X/WK	Daily

A-4	Vacuum all office/cubicle carpet areas	2X/WK	Daily
A-5	Vacuum office traffic areas	2X/WK	Daily
A-6	Vacuum public areas and entry mats	Daily	Daily
A-7	Clean and dust mop lobby floors	Daily	Daily
A-8	Special clean marble floors/walls, copper ornamentals	2X/WK	Daily
A-9	Dust mop then damp mop all hard floor areas	3X/WK	Daily
A-10	Clean and sanitize drinking fountains; polish metal	Daily	Daily
A-11	Spot clean carpets in office traffic areas	1X/WK	Daily
A-12	Spray buff hard floors, restore luster, dust mop	2X/M	1X/WK
A-13	Clean all baseboards in traffic areas	Quarterly	1X/WK
A-14	Clean all non-traffic area baseboards	1X/YR	1X/WK
A-15	Dust all cleared furniture tops, vacant shelves, windowsills, ledges, and lobby benches	1X/MO	1X/WK
A-16	Empty public ashtrays (interior and exterior)	Daily	Daily
A-17	Broom entranceways, clean up cobwebs, mud, pick up litter, remove all gum, etc. (Up to 20 ft. out); Use water hose when required	Daily	Daily
A-18	Clean public entry doorways, glass, handles, kick plates and adjacent glass	Daily	Daily
A-19	Clean non-public doorway areas (doors/landings)	1X/MO	1X/WK
A-20	Clean exterior surface of all trash receptacles located external to the building	1X/MO	1X/WK
A-21	Clean and sanitize public telephones	Daily	Daily
	Task	Reduced Service Interval	Full Service Interval
A-22	Clean surfaces of exterior patio furniture	1X/WK	1X/WK
A-23	Break room/lounge- clean counters, table tops, chairs, sinks, and restock supplies. If carpeted, spot clean and vacuum; if hard floor, sweep then damp mop	Daily	Daily
A-24	Vacuum all office fabric upholstery and spot clean	1X/WK	1X/WK
A-25	Clean office washable non-fabric seating	As requested	1X/WK
A-26	Heavy sweep all patios, exterior stairwells, steps, ramps. Clean all railings	1X/M	1X/WK
A-27	Dust artwork, whiteboards, silk plants/trees	1X/YR	1X/MO
A-28	Fitness Center- clean and sanitize all fitness equipment (if applicable)	Daily	Daily
A-29	Locker Rooms- clean exterior surfaces of lockers and interiors of vacant lockers (if applicable)	2X/YR	Quarterly
A-31	Strip, clean, seal, and finish all hard floors	1X/YR	2X/YR
A-32	Extract and shampoo all carpet	1X/YR	2X/YR
A-33	Dust or vacuum all window coverings (blinds, drapes,	1X/YR	Quarterly

	etc.)		
A-34	Clean all ceiling light diffusers (office areas)(up to 9 ft height)	1X/YR	2X/YR

C.19.2 Section B -- Elevators, Landings, and Stairwells

	Task	Reduced Service Interval	Full Service Interval
B-1	Empty trash containers, replace liners unless food or any substance that may produce a foul smell if left and must otherwise be replaced with a new liner	Daily	Daily
B-2	Clean outside surface of all trash containers	4X/WK	Daily
B-3	Clean elevator interiors, all surfaces of walls, doors (inside and out), railings, and button panels	Daily	Daily
B-4	Clean and polish elevator door tracks and landing tracks	1X/WK	Daily
B-5	Clean both sides of light diffusers in elevators	1X/YR	4X/YR
B-6	Dust mop, then damp mop elevator tiled floors.	2/WK	Daily
B-7	Strip and wax elevator tiled floor; if carpeted, shampoo	6X/YR	Monthly
B-8	Clean elevator building floor landings be free of stains	1X/MO	Daily
B-9	Clean all interior building stairwells and stairwell landings. Clean all stair railings	1X/MO	Daily
B-10	Clean wall mounted light fixtures located in stairwells	1X/MO	Daily
B-11	Clean doors (in/out) of all floors servicing stairwells	1X/MO	Daily
B-12	Remove any cob webs on ceilings/walls of stairwells	1X/MO	Daily

C.19.3 Information Technology Area- Building C

	Task	Reduced Service Interval	Full Service Interval
C-1	Empty trash containers, replace liners.	Daily	Daily
C-2	Clean outside surface of all office trash containers	Daily	Daily
C-3	Vacuum all office/cubicle carpet areas	2X/WK	Daily
C-4	Vacuum all area of interior carpet areas	2X/WK	Daily
C-5	Vacuum office traffic areas	2X/WK	Daily
C-6	Lightly damp mop elevated floors	1X/WK	Daily
C-7	Wet mop hallways and office tiled floors	3X/WK	Daily
C-8	Spot clean carpets and hard floors	1X/WK	Daily
C-9	Dust furniture, window sills, and ledges	1X/M	1X/WK
C-10	Vacuum behind data equipment	1X/M	Daily

C-11	Remove cobwebs from walls and ceilings	2X/YR	Daily
C-12	Clean HVAC vents	1X/MO	1X/MO
C-13	Dust or vacuum window coverings (blinds, etc.)	1X/YR	Quarterly
C-14	Extract and shampoo all carpet	1X/YR	Quarterly
C-15	Buff terrazzo	1X/YR	4X/YR
C-16	Clean all ceiling light diffusers (up to 9' height)	1X/YR	4X/YR

C.19.4 Section D -- Restroom, Showers, Locker Rooms

	Task	Reduced Service Interval	Full Service Interval
D-1	Empty trash containers, replace liners.	Daily	Daily
D-2	Clean outside surface of all trash containers	Daily	Daily
D-3	Restock supplies	Daily	Daily
D-4	Clean mirrors, countertops, sinks, fixtures	Daily	Daily
D-5	Clean toilet bowls, seats, rims, base	Daily	Daily
D-6	Clean urinals	Daily	Daily
D-7	clean all wall surfaces- remove soil, graffiti, etc	Daily	Daily
D-8	Mop floor with germicidal solution	Daily	Daily
D-9	Clean and polish stainless steel and chrome surfaces	Daily	Daily
D-10	Clean and sanitize showers using germicidal liquid	Daily	Daily
D-11	Pour 1-gallon germicidal solution into floor drains	1X/WK	1X/WK
D-12	Remove cobwebs on walls/ceilings	Daily	Daily
D-13	Fully clean all partition walls and door surfaces	Daily	Daily
D-14	Machine scrub floors	1X/MO	1X/WK
D-15	Clean ceiling/wall light diffusers	quarterly	1X/MO

C.19.5. Section E -- Medical Labs and Clinic Areas

	Task	Reduced Service Interval	Full Service Interval
E-1	Empty trash containers, replace liners.	Daily	Daily
E-2	Clean outside surface of all lab/clinic trash containers	Daily	Daily
E-3	Dust window sills and other horizontal surfaces	Daily	Daily
E-4	Clean glass in display partitions and on interior doors	Daily	Daily
E-5	Clean door handles, push plates, and kick plates	Daily	Daily
E-6	Clean sinks and adjacent countertop areas	Daily	Daily
E-7	Dust mop floor, wet mop with germicidal solution	Daily	Daily

E-8	Empty infectious /biohazard waste into appropriate receptacles and dispose of accordingly	Daily	Daily
E-9	Spot clean carpet and hard floors	1X/WK	Daily
E-10	Spray buff finished floors, dust mop	1X/M	1X/WK
E-11	Vacuum carpeted exam rooms; if tile dust mop	Daily	Daily
E-12	Clean and polish stainless steel exam tables	Daily	Daily
E-13	Pour 1-gallon germicidal solution into floor drains	1X/WK	Daily
E-14	Damp wipe exterior surfaces of lab refrigerators	Daily	Daily
E-15	Dust or vacuum window coverings (blinds, etc.)	1X/YR	1X/MO
E-16	Clean HVAC vents	Quarterly	1X/MO
E-17	Extract and shampoo all carpet	2X/YR	Quarterly
E-18	Strip, clean, seal, and finish all hard floors	2X/YR	Quarterly
E-19	Clean all ceiling light diffusers	2X/YR	Quarterly

C.19.6 Section F – Courtrooms

	Task	Reduced Service Interval	Full Service Interval
F-1	Empty trash containers, replace liners.	Daily	Daily
F-2	Clean outside surface of all office trash containers	Daily	Daily
F-3	Vacuum all carpeted areas	Daily	Daily
F-4	Dust mop all hard floors then damp mop	Daily	Daily
F-5	Dust clean and polish judge’s desk and bench and witness stands	Daily	Daily
F-6	Clean all non-fabric courtroom seating	Daily	Daily
F-7	Vacuum and spot clean all fabric seating	Daily	Daily
F-8	Dust all horizontal surfaces	1X/WK	Daily
F-9	Spot clean carpeted areas and hard floor areas	1X/WK	Daily
F-10	Spray buff hard floors, dust mop	1X/M	1X/WK
F-11	Dust or vacuum window coverings (blinds, drapes,	1X/YR	1X/MO
	Task	Reduced Service Interval	Full Service Interval
F-13	Clean baseboards in traffic areas	Quarterly	Daily
F-14	Extract and shampoo all carpet (except Jury Assembly Area)	1X/YR	4X/YR
F-14a	Extract and shampoo all carpet (Jury Assembly Area)	1X/YR	4X/MO
F-15	Strip, clean, seal, and finish all hard floors (except Jury Assembly Area)	2X/YR	4X/YR

F-15a	Strip, clean, seal, and finish all hard floors (Jury Assembly Area)	2X/YR	4X/YR
F-16	Clean all ceiling light diffusers	1X/YR	4X/YR

- C.19.7 Section G -- Janitorial Closets
Section H -- Outside Refuse Areas, Loading Docks
Section I -- Section Reserved
Section J -- Parking Garages, Breezeways/Bridges to Buildings
Section K -- Special Additional Instructions for Libraries

	Task	Reduced Service Interval	Full Service Interval
G-1	Clean custodial sink	Daily	Daily
G-2	Rinse clean all mop buckets	Daily	Daily
G-3	Clean all custodial equipment	Daily	Daily
G-4	Keep room tidy	Daily	Daily
G-5	Empty trash containers	Daily	Daily
G-6	Spot clean walls and doors	Daily	Daily
G-7	Sweep and damp-mop floor	Daily	Daily

	Task	Reduced Service Interval	Full Service Interval
H-1	Inspect immediate area and pickup loose debris	Daily	Daily
H-2	Sweep load dock and pickup litter (If applicable)	Daily	Daily
H-3	Clean around compactor. If unit is taken, clean entire area	Daily	Daily

	Task	Reduced Service Interval	Full Service Interval
J-1	See Section B-1 thru B-7 for elevator service and apply	Section B	Section B
J-2	See Section B-8 thru B-12 for stairwell cleaning	Section B	Section B
J-3	Clean elevator garage floor landings (max. 20' out). Floor should be free of stains	1X/WK	Daily
J-4	Empty trash receptacles and replace liners	Daily	Daily
J-5	Clean out ashtray located in elevator landing areas	Daily	Daily
J-6	Clean exterior surface of all trash receptacles located at landings	1X/WK	Daily

	Task	Service Schedule
K-1	Dusting of books located on shelves and book stacks	Daily -- Mon-Fri between 8:30 AM – 5:00 PM
K-2	Spot cleaning of carpet using shampoo/extraction method	

C.19.8 Section L: Extermination Schedule & Window Cleaning, and Snow Removal

	Task	Reduced Service Interval	Full Service Interval
L-1	Extermination of mice, rat, and other pests	1X/MO	1X/MO
L-2	Extermination for flying insects, roaches, and other pests through methods of fogging	4X/YR	4X/YR
L-3	Extermination in all spaces to include personnel offices, public hallways, corridors, elevator cabs, courtrooms, judge's chambers	4X/YR	4X/YR
L-4	Window washing: all interior glass, sills, and sashes	(2X/YR)	(2X/YR)
L-5	Window washing: all exterior glass, sills, and sashes	(2X/YR)	(2X/YR)
L-6	Snow and ice removal to remain less than 1" inch of accumulation	As needed	As needed

PART 1

SECTION D - PACKAGING AND MARKING

THIS SECTION IS NOT USED

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION OF SERVICES

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

SECTION F - DELIVERIES AND PERFORMANCE

F.1 TERM OF CONTRACT

F.1.1 The base term of the contract shall be for one (1) year from the date of the contract award. The date of award shall be the date of the Contracting Officer's signature on the contract document, or the date specified for contract award, which is the later date.

F.2 OPTION PERIOD

The Courts may extend the term of this contract for four (4) additional one (1) year option periods or portions thereof.

F.2.1 Option to Extend the Term of the Contract

F.2.1.1 The Courts may extend the term of this contract for four (4) one (1) year option 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 year.

The Offeror should include in its **price** proposal, the **price** for the base year and each of the four one-year option periods, as well as the price for all supplemental items. Failure to submit **price** for the base year and each of the separate one-year option years may cause the Courts to exclude your offer 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 COMMENCEMENT OF WORK

The work starting date for the Contractor shall be mutually agreed upon by the Courts and the Contractor.

F.4 **DELIVERABLES**

- F.4.1 All Deliverables shall be in a form and manner acceptable to the Courts. The Contractor shall complete the tasks and provide to the Contract Officer Technical Representative to deliverables specified below within the the designated time frames.
- F.4.2 **Prior to Start-up**
- F.4.2.1 After notification of the contract award but no later than ten (10) working days prior (unless otherwise specified) to the start of the period of this contract the Contractor shall submit to the Contract Officer Technical Representative.
- F.4.2.2 Measurement factors for the quality service tenant surveys (questionnaires).
- F.4.2.3 The names of all the Contractor's employees as well as subcontractors and their employees who will fulfill the requirements of this SOW. For each, identify their name, social security, function/job title, and scope of their work, experience and job-site location.
- F.4.2.4 Documentation showing the Contractor has all the equipment and ten percent (10 percent) of the supplies necessary to fulfill the requirements of this Statement of Work.
- F.4.2.5 The name of the Contractor contact (s) on the job site together with the telephone numbers, pagers or other communication devices assigned to them on the job site by the Contractor. Access to these key personnel by the Courts is a necessary prerequisite to satisfactory performance on this SOW. Failure to be able to contact these key personnel or their refusal to respond in an emergency situation shall constitute a failure to perform and shall be subject to deductions for damages caused and costs incurred by the Courts to obtain alternative response and remedy to the emergency.
- F.4.2.6 Internet and/or e-mail services from the Contractor's home office at own expense and provide Contractor's e-mail address to the Courts.
- F.4.2.7 Copies of Material Safety Data Sheets (MSDS) for all chemical products the contractor has and/or intends to use on the job site. The information shall be contained in a loose-leaf binder in alphabetical order according to the common name of the chemical product. The information shall be cross-indexed in alphabetical order by chemical names. Additionally, the Contractor shall legibly label all storage containers or cans in which all the chemicals are stored.
- F.4.2.8 The Contractor's written hazardous materials communications (HAZMAT) program established and implemented to ensure the Contractor will meet all

currently applicable environmental and other regulatory requirements.

- F.4.2.9 A detailed written itemized equipment inventory showing the manufacturer type, model, age, and storage location of all equipment the Contractor will use to fulfill the requirement of this SOW.
- F.4.2.10 A written itemized inventory of all materials and supplies (including cleaning products and restroom supplies) which the Contractor will use on the job site. This inventory shall identify the manufacture, type, and quantity on the job site for each item.
- F.4.3 **DAILY**
- F.4.3.1 Upon arrival to and prior to departure from the facility, Contractor personnel shall complete a sign-in/sign-out log, designed by the contractor and acceptable to the Courts. This log shall contain columnar line entries for such information as Date/ Time of Arrival/Departure, hours worked, type of work performed etc. All employees shall make entries to the log on-site. There shall be no exceptions to this requirement.
- F.4.4 **MONTHLY**
- F.4.4.1 The Contractor shall meet with the Contract Administrator monthly for the first three (3) months of the contract. These meetings shall be held on the job site during normal working hours at a time and location established by the Courts. At these meetings the Contractor shall demonstrate to the Courts the extent to which the Contractor has fulfilled all the requirements of the SOW. The Contractor shall also advise the Courts of all instances where the Contractor has not fulfilled any of the requirements of this SOW well as all complaints received by the Contractor which relate to the implementation of this SOW. The Contractor shall provide in writing to the Courts (within three (3) business days after this meeting) a plan and schedule (with critical milestones) to remedy all deficiencies which are identified at this meeting.
- F.4.4.2 The Contractor shall maintain an up-to-date log and/or tracking of all janitorial and related supplemental services requested from the contractor pursuant to this SOW by the Courts. A legible copy of this log shall be submitted monthly to the Courts within five (5) calendar days after the end of the month for which the report is written. As a minimum, the report shall include:
 - F.4.4.2.1 The date, time, name, phone number and affiliation of requester, nature of request and location of requirement to satisfy the request.
 - F.4.4.2.2 The status of completion of each requests.

F.4.4.2.3 A summary of all outstanding work requests.

SECTION G -CONTRACT ADMINISTRATION DATA

G.1 PAYMENT/INVOICES

G.1.1 The Contractor shall submit to the Contract Administrator an itemized breakdown of all charges for work performed each month, by the 10th working day of the following month. The Contract Administrator shall review the invoice for certification of receipt of satisfactory services prior to authorization of payment. To constitute a proper invoice, the Contractor's invoice shall include the following information:

- (a) Name of the business concern and invoice date;
- (b) The contract number;
- (c) Description of services actually delivered or rendered;
- (d) Date the services were rendered;
- (e) The Contractor's Electronic Fund Transfer (EFT) routing identification (bank name and code, account number); or
- (f) 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. The "remit to" address shall correspond to the remittance address in the contract; and
- (e) Signature of a person so authorized to certify that the services were provided as stated.

G.2 BILLING/PAYMENT

G.2.1 Payment to the Contractor for services satisfactorily performed will be made by the Courts once the Contractor's certified invoice has been approved by the Contract Administrator, or in the case of a dispute, subject to final determination by the Contracting Officer.

G.3 AUDITS:

G.3.1 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 will be reimbursed for said overpayment within thirty (30) days after

written notification.

G.4 **CONTRACTING OFFICER AND CONTRACT OFFICER TECHNICAL REPRESENTATIVE**

G.4.1 **Contracting Officer:** The District of Columbia Superior Court Contracting Officer who has the appropriate contracting authority is the only Courts official authorized to contractually bind the Courts through signing contract documents. All correspondence to the Contracting Officer shall be forwarded to:

**Louis W. Parker
Contracting Officer
District of Columbia Courts
Administrative Services Division
616 H Street, N.W.
Washington, D.C. 20001
Telephone Number: (202) 879-4240**

G.4.2 **Contract Officer Technical Representative (COTR):** The Contract Officer Technical Representative (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 Contract Officer Technical Representative shall be:

**Ryland Sutton
Facilities Manager
District of Columbia Courts
Capital Projects and Facilities Management Division
616 H Street, N.W.
Washington, D.C. 20001
202-626-3288**

G.5 **AUTHORIZED REPRESENTATIVE OF THE CONTRACTING OFFICER**

G.5.1 The Contract Officer Technical Representative 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 Contract Officer Technical Representative shall not have authority to make changes in the scope or terms and conditions of the contract.

G.5.2 **THE RESULTANT CONTRACTOR IS HEREBY FOREWARNED THAT ABSENT THE REQUISITE AUTHORITY OF THE CONTRACT ADMINISTRATOR 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 RIGHTS IN DATA

H.3.1 "Data" as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost and

pricing, or management information.

- H.3.2 The term "Technical Data" as used herein, means recorded information regardless of form or characteristic. It may, for example, document research, experimental, developmental work, or be used to define a design or process to produce, support, maintain, or update material or documentation. The data may be character, graphic or pictorial delineation in media such as drawings or photographs, text, or related design or performance type documentation. Examples of technical data include research data, documentation drafts, lists, specifications, profiles, standards, process sheets, manuals, and technical reports.
- H.3.3 The term "Computer Software" as used herein, means all computer programs and relational computer databases, "Computer Programs" as used herein are defined as a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. Computer programs include operating systems, assemblers, compilers, interpreters, database management systems, utility programs, sort/merge programs, and automatic data processing equipment (ADPE) maintenance diagnostic programs.
- H.3.4 All data first produced in the performance of any contract resulting from this solicitation process shall be the sole property of the District of Columbia Courts. The Offeror hereby acknowledges that all data, including, without limitation, produced by the Offeror for the process, are works made for hire and are the sole property of the District of Columbia Courts; but, to the extent any such data may not, by operation of law, be works made for hire, the Contractor shall transfer and assign to the Courts the ownership of copyright in works, whether published or unpublished. Further, the Contractor agrees to give the Courts all assistance reasonably necessary to perfect such rights, including but not limited to the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights at common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in any manner or form, authorize others to do so, without written consent of the District of Columbia Courts until such time as the Courts may release such data to the public domain. The Courts shall not unreasonably withhold consent to the Offeror's request to publish or reproduce data in professional or public relations trade publications.

H.4 PERSONNEL REQUIREMENTS

H.4.1 Background Security Clearance

All Contractor personnel must undergo and clear a background security clearance *prior* to working on site at any of the Courts' facilities.

H.4.2 Attire

All the Contractor's personnel, while performing work under this SOW shall at all times be attired in a neat, clean, distinctive uniform which is acceptable to the Contract Administrator. The uniform shall prominently display the Contractor's name in a permanent or semi-permanent manner such as a badge or monogram. Any color combination, as appropriate, may be used for the uniforms. Employee uniforms must be supplied and maintained by the Contractor at no cost to the Courts.

H.4.3 Supervision

The Contractor shall have adequate Supervision on-site during the scheduled hours of contract performance to ensure that cleaning functions are performed as scheduled by the contractor.

Supervisor and/or alternate shall be available during all times work is in progress. Telephone numbers or pager numbers shall be furnished to the Courts for use in contacting the supervisor should the need occur when the supervisor is not on the work site.

H.4.3 Qualifications of Contractor

H.4.3.1 Each Offeror submitting an offer on the work required by this contract be requested to submit with its proposal evidence of its experience, qualifications, financial responsibility and ability to carry out the terms of the contract. This information should be submitted on related company experience, and contractor's qualifications and financial information.

H.4.3.2 Qualifications of Supervisory Employees: Competent supervisory personnel shall be employed, and they will at a minimum, have completed a supervisory training course. At the discretion of the Contracting Officer, experience may be substituted for formal training. The on-site supervisor is required to be fully conversant in English.

H.4.3.3 Qualifications of Other Contractor Personnel:

(a) The personnel employed by the contractor shall be employees, trained and qualified in custodial type work;

(b) The building shall be fully staffed beginning the first day of work under the contract; and

(c) The contractor's employees shall be familiar with the building fire alarm system and trained on the procedures to follow in the event of fire or other emergency. Contractor shall coordinate this training with the Courts. Contract employees are to receive this training no later than 30 days after assignment to duty.

H.4.3.4 Personnel Training

- (a) All contract employees are required to attend an orientation conducted by the Courts. This shall include an explanation of the occupant agencies function and a tour of the building/facility requiring special attention.
- (b) The contractor is required to provide necessary and on-going tenant relations training for their employees. This training will stress the importance of conflict avoidance and problem resolution. Emphasis will be placed on grooming, proper attire and the importance of professionalism and courtesy in day-to-day contacts with building occupants and visitors.

H.4.4 SCHEDULING WORK

H.4.4.1 The contractor shall provide to the Contract Officer Technical Representative after award and update as needed, a schedule for any cleaning that requires coordination with tenants.

H.4.4.2 Emergencies/Special Events: In case of any emergency during the contractor's employees' normal working hours (such as an unseasonably heavy snow fall) or a special event is being held, the contractor shall divert its force as directed by the Contract Officer Technical Representative (COTR) to meet the emergency/special event. When these employees are no longer needed, they shall return to their normal duties. The contractor and Contract Officer Technical Representative shall agree on what work, if any, shall be foregone that day due to the emergency or special event. This provision is not be confused with supplemental services which will be ordered as needed.

H.4.5 Personnel Awareness

The Contractor shall encourage employees on the job-site to look out for

each other, the Courts' property and the tenants. The Contractor must implement, at the start of the SOW, procedures to keep its personnel safe. The Contractor shall ensure they are never alone in an isolated, exposed place. The Contractor shall make documented, unscheduled visible stops at work sites to discourage any would-be perpetrators.

H.5 MATERIALS AND SUPPLIES

- H.5.1 The Contractor shall maintain on the job sites a sufficient inventory of these materials and supplies to satisfy all the requirements of the job sites. **The Contractor shall ascertain from the contract Administrator the appropriateness of all chemicals and cleaning products, and supplies for their intended use before actually using them on the job site.** The Contractor shall follow the instructions of the chemical manufacturers in the use of chemical products.
- H.5.2 The Contractor shall verify with the Contract Officer Technical Representative that all floor finishes, seals, spray buff solutions, and other such chemicals applied directly or indirectly by the Contractor to non-carpeted floors (to fulfill the requirements of the SOW) provide adequate protection against slippery floors.
- H.5.3 The Contractor shall immediately report any observed instances of hazardous and/or potentially hazardous floor conditions (including but not limited to slippery or slick floors) to the Contract Officer Technical Representative. In addition, the Contractor shall immediately implement effective measures to prevent individuals from walking on these surfaces, as well as abate the hazardous condition.
- H.5.4 The Contractor shall provide and use adequate barricades and signs to provide sufficient notice of potential safety hazards. Signs shall be placed no further than 10 feet apart, prior to, during, and after the performance.
- H.5.5 Contractor shall inspect all powered equipment daily before operation for signs of wear as well as potential safety hazards. The Contractor shall immediately remove from service on the job sites all equipment including extension cords which are potentially unsafe, damaged, inoperable and/or do not meet the manufacturers operational specifications.
- H.5.6 All electrical cords shall be properly sized for the job and placed away from vehicular or pedestrian traffic. All connections between the extension cords and relayed equipment (e.g., tools, machine, or additional extension cords) shall be tightly fastened with no exposed electrical contacts. All extension cords shall have, and use, a proper electrical

grounding plug. Power tools and/or extension cords used in damp areas shall be plugged into a ground fault circuit interrupter (GFCI) switches to immediately shutdown when a short to ground is detected.

H.6 SECURITY

- H.6.1 The Contractor shall secure and safeguard all security devices (including but not limited to ID badges, keys, and key cards) which are provided to it by the Courts. The Contractor shall ensure that all of its personnel keep all of the Courts' keys on-site. The Contractor shall not permit any employee to access any locked and/or secured areas on the job sites until approved by the Contract Administrator.
- H.6.2 The contractor shall ensure that its personnel on the job site visibly display Contractor issued ID badges at all times.
- H.6.3 The Contractor shall immediately report to the Contract Administrator all security devices issued to it by the Courts. The Contractor shall be responsible for all the costs the Courts incur as a result of the Contractor's loss of the keys. These costs include but are not limited to the expense of changing locks and/or replacing keys.
- H.6.4 The Contractor shall ensure that, under no circumstances, any of its employees shall enter a prohibited area not authorized for access by the Contract Officer Technical Representative (COTR). All breaches of security on the job site by the Contractor shall be immediately reported to the COTR. The Contractor may have to perform janitorial and related supplemental work in such areas at other than regular hours of cleaning in the rest of the building at no extra cost to the Courts.
- H.6.5 The Contractor shall be responsible for securing all buildings, offices, and facilities at the time of their service. Failure to comply will make the Contractor responsible for all losses of the Courts.
- H.6.6 Contractor's employees entering or leaving any of the Courts' facilities after hours shall make sure all doors are locked. They shall be alert upon entering and leaving buildings to ensure that no unauthorized persons are waiting to gain access to the facility. Doors shall not be unlocked for anyone at anytime, or for any reason, while cleaning facilities. Janitor and storage closet doors shall be locked at all times.

H.7 SAFETY

- H.7.1 The Contractor and each of its employees shall comply with all applicable Courts

and Federal rules, regulations and practices relating to safety on the job site. The Contractor shall be responsible for all injury to persons or damage to property that occurs as a result of the Contractor's negligence and shall take proper safety and health precautions to protect the work, the workers, the tenants and Courts property. The Contractor shall be responsible for all materials delivered and work performed until completion and acceptance of the entire work in writing by the Contract Officer Technical Representative.

H.7.2 The Contractor shall provide and ensure that all its personnel at the work sites properly wear all applicable safety devices and apparel required by OSHA:

- a. Back support devices
- b. Eye protection
- c. Hearing protection
- d. Hand protection
- e. Head protection
- f. Foot protection

H.7.3 The Courts reserve the right to inspect all areas for safety violations and at its discretion, direct the Contractor to make immediate improvement of necessary conditions and/or procedures, and/or stop work if hazards are deemed to exist.

H.7.4 Notwithstanding any provision to the contrary, the Courts shall not be obligated to make an equitable adjustment for any work stoppage that results from safety hazards created by the Contractor. In the event that the Contract Administrator directs the work to stop because of existing safety hazards after the Contractor has been notified and provided ample time to correct, the Contractor shall bear all costs for eliminating the hazard(s) and shall not be granted compensation for the work stoppage.

H.7.5 It shall be the responsibility of the Contractor to immediately notify the Contract Administrator if the job site is visited by an OSHA official for compliance of the Occupational Safety and Health Act or any other safety regulatory requirements.

H.8 FIRE PREVENTION

H.8.1 The Contractor shall be responsible for establishing and maintaining effective fire prevention program for its employees and the Courts property being serviced on the job site.

H.8.2 The Contractor shall be knowledgeable and train all its employees on the job site to fulfill the requirements of this Statement of Work on the procedures, means of egress and methods of reporting fires on the job sites.

H.9 SMOKE FREE ENVIRONMENT

The Courts' facilities are smoke free. The Contractor and its employees shall adhere to all applicable rules and regulations regarding maintenance of a smoke free environment on the job sites.

H.10 PERMITS AND LICENSES

The Contractor shall, without additional expense to the Courts, be responsible for obtaining all licenses and permits which are necessary to fulfill the requirements of the SOW.

H.11 DELIVERY OF SUPPLIES

The Contractor shall schedule its supply deliveries during times that cause minimum disruption and inconvenience to Courts agency operations. **Unless otherwise approved by the Contract Officer Technical Representative, such deliveries shall be made weekday 7:00 A.M. – 5:00 P.M.**

H.12 COMMUNICATION

At its own expense, the Contractor shall provide electronic pagers, transportable cellular telephones, or any other telecommunication devices adequate to effectively provide a communication link to Courts officials especially in emergency situations when the need to get hold of contractor personnel is greatest. The names of the individual officers and the telephone numbers for their respectively assigned pager and telephone number shall be provided to the Contract Officer Technical Representative at least ten (10) working days prior to the start of the period of performance.

H.13 ACCIDENT REPORTS

The Contractor shall immediately notify the Contract Officer Technical Representative of any accidents on the job site arising from the performance of this SOW that involve bodily injury to workers, building occupants, visitors, or other persons. The Courts will provide information necessary concerning whom to contact and the specific form of the follow-up written notice.

H.13.1 Any damages caused by the Contractor or its employees to Courts property shall be promptly repaired or replaced by the Contractor at the Contractor's expense.

H.14 SPECIAL REQUIREMENTS - REGULATORY AND ENVIRONMENTAL PROVISIONS

The Contractor shall comply with all environmental laws relating to hazardous materials on the job sites or related to the Contractor's activities at the job sites. The Contractor shall not manage, use or store hazardous materials at the job sites except as reasonably necessary to accomplish the Statement of Work. The Contractor shall not dispose of or treat any hazardous materials on the job sites or surrounding lands or waters. The Contractor shall immediately provide to the Courts a written list of hazardous materials used or stored, or intended to be used or stored, at the job site, and the approximate quantities to be used or stored, prior to entering into the Contract.

H.14.1 Asbestos Containing Materials/Lead Based Paint

Most facilities used by Courts agencies were constructed prior to 1981. Facilities constructed prior to 1981 may have both asbestos containing materials (ACM) and leaded paint in their construction. Therefore, prior to undertaking any activities, which could disturb these materials, the Contractor shall obtain written approval from the Contract Officer Technical Representative prior to proceeding with such activities.

H.14.2 Air Quality

The Contractor shall use on the job sites only chemicals and cleaning products, so-called environment preferred products, which do not exceed the volatile organic chemical (VOC) limitations rule(s) published by the U.S. Environmental Protection Agency (EPA). The expectation is that compliance with this requirement will reduce poor indoor air quality problems and complaints.

H.14.3 Wage Rates

H.14.3.1 If applicable, the Contractor is bound by the attached Wage Determination No. 2005-2103, Revision No. 6, dated 5/29/2008, issued by the U.S. Department of Labor, in accordance with the Service Contract Act of 1965, as amended (41 U.S.C. 351, incorporated herein as J.14. **If applicable, the Contractor shall be bound by the prevailing wage rates for the term of the contract for locations specified by the DC Courts.** If the Courts exercise any option year, the Contractor shall be bound by the wage determinations in effect at that time.

PART II

SECTION I - CONTRACT CLAUSES

- I.1 Applicability of General Provisions Applicable to the DC 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:**
- Offerors who include in their proposals data that they do not want disclosed to the public or used by the Courts except for use in the procurement process shall so state in their proposal.
- I.3 Ethics in Public Contracting:**
- The Offeror shall familiarize itself with the Court's policy entitled "Ethics In Public Contracting". The Offeror shall abide by such provisions in submission of its proposal and performance of any contract awarded. See Attachment J.3.
- I.4 Disputes:**
- Any dispute arising under or out of this contract is subject to the provisions of the District of Columbia Courts' "Contract Disputes Procedures," as approved by the Joint Committee on Judicial Administration.
- I.5 Laws and Regulations:**
- All applicable laws, Courts rules and regulations shall apply to the contract throughout, and they will be considered to be included in the contract the same 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 1-2512 (1981 ed.) 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, the Inspector General or any of its 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 to the Contract. 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. 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:

I.10.1.1 Louis W. Parker
Administrative Officer
Administrative Services Division
District of Columbia Courts
616 H Street, NW
Washington, D.C. 20001

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 Insurance

- I.11.1 Prior to execution of the contract, the Contractor shall obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the insurance specified below with an insurance company licensed or qualified to do business with the District of Columbia Courts. All insurance shall set forth the Courts as an additional insured. The policies of insurance shall provide for at least thirty (30) day written notice to the Courts prior to their termination or material alteration. The Contractor must submit to the Contracting Officer a certificate of insurance as evidence of compliance within ten (10) calendar days after request.
- I.11.2 Comprehensive General Liability: Insurance against liability for bodily injury insurance coverage in the amount of at least five hundred thousand dollar (\$500,000) per occurrence.
- I.11.3 Workers' Compensation: The Contractor shall carry Workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this agreement and the Contractor agrees to comply at all times with the provisions of the Workers compensation laws of the District.
- I.11.4 Comprehensive Automobile Liability Insurance (applicable to owned, non-owned and hired vehicles): The Contractor shall carry comprehensive automobile liability insurance applicable to owned, non-owned, and hired vehicles against liability for bodily injury and property damage in an amount not less than that required by law of the District's Compulsory/No-Fault Vehicle Insurance Act of 1982, as amended.

I.12 Cancellation Ceiling

- I.12.1 In the event of cancellation of the contract because of non-appropriation for any fiscal year after fiscal year **2009**, 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.

PART III

LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

- J.1 General Provisions Applicable to D.C. Courts Contracts**
- J.2 Anti-Collusion Statement**
- J.3 Ethics in Public Contracting**
- J.4 Non-Discrimination**
- J.5 Certification of Eligibility**
- J.6 Tax Certification Affidavit**
- J.7 Certification Regarding a Drug-Free Workplace**
- J.8 Pricing Schedule Form**
- J.9 Release of Claims**
- J.10 Performance Evaluation Form**
- J.11 Current Contractor's Union Agreement**
- J.12 Reserved**
- J.13 Reserved**
- J.14 Wage Determination**

PART IV

REPRESENTATIONS AND INSTRUCTIONS

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

K.1 Certification Regarding a Drug-Free Workplace

K.1.1 Definitions. As used in this provision:

K.1.1.1 "Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C.) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

K.1.1.2 "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

K.1.1.3 "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

K.1.1.4 "Drug-free workplace" means the site (s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

K.1.1.5 "Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct costs employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

K.1.1.6 "Individual" means an Offeror/contractor that has no more than one employee including the Offeror/contractor.

K.1.2 By submission of its offer, the Offeror, if other than an individual who is making an offer that equals or exceeds \$25,000.00, certifies and agrees, that with respect to all employees of the Offeror to be employed under a contract resulting from

this solicitation, it will - no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration; or as soon as possible for contract of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed -

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

- K.1.2.7 Within 30 calendar days after receiving notice under subdivision K.1.2.4 (ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
- (a) Take appropriate personnel action against such employee, up to and including termination; or
 - (b) Require such employee to satisfactorily participate in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- K.1.2.8 Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs K.1.2.1 through K.1.2.6 of this provision.
- K.1.3 By submission of its offer, the Offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the Offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.
- K.1.4 Failure of the Offeror to provide the certification required by paragraphs K.1.2 or K.1.3 of this provision, renders the Offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19-602-1(A)(2) (I) and (II).
- K.1.5 In addition to other remedies available to the Courts, the certification in Paragraphs K.1.2 or K.1.3 of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

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

 Print Name of Authorized Representative

 Title

 Signature of Authorized Representative

 Title

REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS

1. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

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

2. WALSH-HEALY ACT

If your offer is \$10,000 or more, the following information **MUST** be furnished:

(a) Regular Dealer

- () The Offeror is a Regular Dealer pursuant to Clause 30 or the Standard Contract Provisions.
- () The Offeror is not a Regular Dealer pursuant to Clause 30 of the Standard Contract Provisions.

(b) Manufacturer

- () The Offeror is a Manufacturer pursuant to Clause 30 of the Standard Contract Provisions.
- () The Offeror is not a Manufacturer pursuant to Clause 30 of the Standard Contract Provisions.

3. BUY AMERICAN CERTIFICATION

The Offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Clause 29 of the Standard Contract Provisions, “Buy American Act”), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

EXCLUDED END PRODUCTS	COUNTRY OR ORIGIN
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4. OFFICERS NOT TO BENEFIT CERTIFICATION

Each Offeror shall check one of the following:

- ___ (a) No person listed in Clause 16 of the Standard Contract Provisions will benefit from this contract.
- ___ (b) The following person(s) listed in Clause 16 may benefit from this contract. For each person listed, attach the affidavit required by Clause 16 of the Standard Contract Provisions.

5. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- (a) Each signature on the offer is considered to be a certification by the signatory that:
 - (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offer;
 - (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before offer opening unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory;
 - (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this offer, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above; or
 - (2) (i) Has been authorized, in writing, to act as agent for the following principles in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above:

(insert full name or person(s) in the organization responsible for determining the prices offered in this offer and the title of his or her position in the Offeror's organization);
 - (ii) As an authorized agent, does certify that the principals named in subdivision (b) (2) (1) above have not participated, and will not participate, in any action contrary to subparagraphs (a) (i) through (a) (3) above; and

(iii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.

(c) If Offeror deleted or modifies subparagraph (a) (2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

6. TYPE OF BUSINESS ORGANIZATION

Offeror operated as () an individual, () a partnership, () a nonprofit organization, () a corporation, incorporated under the laws of the State of _____, () a joint venture, () other.

7. PAYMENT IDENTIFICATION NO.

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

Please list below applicable vendor information:

Federal Tax Identification Number: _____

Or

Social Security Number: _____

Legal Name of Entity Assigned this Number: _____

Street Address and/or Mailing Address: _____

City, State, and Zip Code: _____

Type of Business: _____

Telephone Number: _____

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

PART IV

REPRESENTATIONS AND INSTRUCTIONS

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: November 25, 2008, No later than 3:00 p.m.

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 to the following address:

District of Columbia Courts
Administrative Services Division
Procurement and Contracts Branch

Attn.: John Roberts, 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.**

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 award 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 or Dorothea.Garner@dcsc.gov
Telephone Number: (202) 879-7579 or (202) 879-7572

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, 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 prospective Offeror'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 Mandatory Site Visit

L.25.1 *Mandatory site visits will be held at 9:00 a.m. on November 12, 2008 and November 13, 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.*

PART V

SECTION M - EVALUATION FACTORS

M.1 Evaluation for Award

Upon receipt of the written proposals, all responses will be evaluated and ranked by the Courts utilizing the written Evaluation Criteria under Section M.2. Interviews may be conducted with the three highest scoring Offerors based on the written proposal evaluation criteria. The recommendation for award will be based upon the total scores from the evaluation of the written proposals, and if applicable, plus the interview. Upon approval of the recommendation of award by the Administrative Officer, the Courts will enter into contract negotiations with the highest ranked Offeror based on the combined scores of the written and interview evaluation criteria. Should the highest ranked Offeror be unable to complete negotiation of a contract with the Courts the next highest ranked Offeror will be selected for contract negotiations.

M.2 Evaluation Criteria

The following criteria will be used for the written evaluation:

M.2.1	<u>PAST/PRESENT EXPERIENCE AND PERFORMANCE</u>	<u>POINTS</u> <u>0-25</u>
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M.2.1.1 For purpose of evaluation, past/present experience means the Offeror has successfully provided janitorial services in a secure environment such as one found in a law enforcement, correctional or judicial setting. The Offeror's experience should include familiarity working around confidential and proprietary information and surroundings with high levels of security. For purpose of evaluation, performance means the Offeror's record of conforming to specifications and to standards of good workmanship; the Offerors adherence to contract schedules including the administrative aspects of performance; the Offerors reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offerors business-like concern for the interest of the customer. The Courts will take into consideration the similarity of scope, magnitude and complexity to that detailed in the RFP. In determining the rating for the past/present experience and performance, the Courts may give greater consideration to the contracts which are most relevant to the RFP.

M.2.1.2 The Source Selection Evaluation Board will evaluate the Offeror's Technical proposal. Evaluation of past/present experience and performance shall be based on customer questionnaires and other information, including but not limited to contract administration files. Evaluation will not be based solely on information provided by the Offeror. In the case of incumbent contractor, the Source Selection Evaluation Board will primarily review information on the Offeror's overall past performance. The Courts are seeking to determine

whether an Offeror has consistently demonstrated a strong commitment to customer service. The past performance survey on the incumbent contract will be evaluated objectively.

M.2.1.3 Performance Evaluation Form (Attachment J.10)

The Performance Evaluation Form will be used to query current and/or previous customers regarding an Offeror's performance on contracts. Offerors shall assure that current and past customers listed in the proposal complete and sign the Performance Evaluation Form and return them with the technical proposal submission.

M.2.1.4 The Courts reserves the right to contact known present customers of the Offeror, or past customers in the last three (3) years **NOT** provided as a reference, and the information received may be used in the evaluation of past performance.

**M.2.3 MANAGEMENT PLAN POINTS
0-25**

M.2.3.1 The Offeror shall describe its staffing plan for each group he/she submits an offer on and the concept of project management that will ensure that the equipment, supplies, materials, Personnel and other resources that will be utilized on this contract achieve desired results of a uniformly clean appearance for Courts facilities. The Offeror shall also demonstrate that it has sufficient staff qualified and experience in all required area of work, necessary Organization, accounting and other support for the performance of Services. Offeror shall provide, as minimum, the following information on the managers and supervisor- previous relevant experience, education, qualifications, certifications with professional organizations e.g. Building Owners and Manager Association (BOMA), and American Management Association (AMA) etc., and the role(s) of each individual is expected to play in fulfilling the requirements of Performance-Based Statement of Work.

**M.2.3 QUALITY CONTROL PLAN POINTS
0-25**

M.2.3.1 The Offeror shall describe in detail, but brief form, its system of controlling its quality of work, its inspecting system covering all the services and the names of individual(s) that will perform the inspections as well as its systems/or procedures for identifying correcting deficiencies in the quality of service before the level of performance becomes unacceptable to the Courts or to such a level that the Courts may have to draw the contractors attention to the deficiencies. These systems and/or procedures shall include internal methods and measurement factors for the Quality Service Survey to be furnished under this Contract.

NOTE: Within three (3) weeks of contract award, the contractor shall furnish a Quality Service Tenant Survey (questionnaire) Measurement factors to the Contracting Officer for approval.

The information shall include, as a minimum, measurement factors for prompt response to custodial emergencies, courtesy and professionalism of contractor personnel, and overall quality of janitorial and related supplemental services provided. The survey form must identify the contractor and provide space for customer comments. These questionnaires shall be distributed quarterly to a sample population of at least 30% of facility tenants.

M.2.3.2 TOTAL TECHNICAL EVALUATION POINTS

M.3 Price Proposal Evaluation

POINTS

M.3 Determination of Points for Price

0-25

M.3.1 The total price for the base year and each option year should be included with the initial response to this solicitation. The Courts shall evaluate the price by adding the total price for all option years to the base year price and the total price for Supplemental Services. Price evaluation will account for up to 25 points of the total score. Unlike the technical evaluation, the price evaluation will be more objective. Hence, the Offeror with the lowest total price will receive the maximum points. All other proposals will receive a proportionately lower total score.

M.3.2 Actual points assigned to each Offeror in this category will be based on the Offeror's total price for the base year and all option years and will be computed in accordance with the following formula. The Offeror with the lowest total price will receive the maximum points.

M.3.3 All other proposals will receive a proportionately lower total score. See the following formula:

M.3.3.1
$$\frac{\text{Lowest total Price Proposal} \times 25}{\text{Price of Proposal Being Evaluated}} = \text{Evaluation Price Score}$$

M.3.3.2 Total Points: (technical and price): 0-100 points

M.3.4 Completeness. In evaluating completeness, the Courts will determine if the offeror's provides pricing data of sufficient detail to fully support the offer and permit the Courts to evaluate the proposal thoroughly. In the evaluation the Courts will consider the following:

- a. Do the proposed prices include all price elements the offeror is likely to incur in performing the effort?
- b. Are proposed prices traceable to requirements?
- c. Do proposed prices account for all requirements?

- d. Are all proposed prices supported with adequate data to permit a thorough evaluation?

M.4 Prospective Contractor's Responsibility

- M.4.1 In order to receive an award under this RFP, the Court's Contracting Officer must determine that the prospective contractor has the capability in all respects to perform fully the contract requirements. To be deemed responsible, a prospective contractor must establish that it has:
 - M.4.1.1 Financial resources adequate to perform the contract, or the ability to obtain them;
 - M.4.1.2 Ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
 - M.4.1.3 A satisfactory record of performance;
 - M.4.1.4 The necessary organization, experience, accounting and operational control, and technical skills, or the ability to obtain them;
 - M.4.1.5 Compliance with the applicable District licensing, tax laws, and regulations;
 - M.4.1.6 The necessary equipment and all other resources requested of the contractor, or the ability to obtain them; and
 - M.4.1.7 Other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- M.4.2 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 an Offeror to comply with a request for information may subject the offeror's proposal to rejection on responsibility grounds. If a prospective contractor fails to supply the requested information, the Court's Contracting Officer shall make the determination of responsibility or nonresponsibility based on available information. If the available information is insufficient to make a determination of responsibility, the Court's Contracting Officer shall determine the Offeror to be nonresponsible.

M.4 EVALUATION FACTOR STANDARDS

Factor 1. Past/Present Experience and Performance

DESCRIPTION: This factor considers the extent of the Offeror past and present experience in carrying out similar work as well as the quality of the Offeror's past/present performance in carrying out the work with reference to such considerations as timeliness and technical success.

This standard is met when:

The Offeror has performed work similar to that described in the solicitation under at least three contracts. Work is similar, if the functions, responsibilities and control exercised by the contractor were essentially the same as required under the solicitation.

The past performance on similar contracts was satisfactory or better. In order to be considered satisfactory, the contractor must have performed on schedule and in accordance with all contract requirements. The individual(s) responsible for awarding and administering similar contracts will provide the assessment of the contractor's performance.

FACTOR 2. Management Plan

Description: This factor considers the overall Management strategy to be employed by the Offeror in accomplishing the work. It will encompass all periods of the contract (base period and options as well as phase-in periods) and cover all aspects of the operation. The factor includes the overall operational concept, identification of problem areas considered most critical and the Offerors strategy for resolution of problem, its organization plan and how it will facilitate the accomplishment of the Courts' requirements, and the organization chart showing all individuals with direct or indirect involvement in the proposed plan.

The standard is met when the Offeror demonstrates its understanding of the requirements by succinctly expressing the concept of the entire operation clearly showing a grasp of the range and complexity of the services and the role of customer service.

FACTOR 3. Contractor Overall Quality Control

The factor includes overall inspection system covering all the services and names of individuals that will perform the inspections as well as its systems/or procedures for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable.

The standard is met when the Offeror demonstrates that it recognizes the major problem areas and has solutions in mind such as development of procedures for responding to customer complaints.

M.5 EVALUATION OF OPTIONS

M.5.1 The Courts will evaluate proposals for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Courts to exercise the option(s) and supplemental services.

M.5.2 The Courts may reject a proposal as non-responsive if it is materially unbalanced as to prices for the basic requirement, the option requirement, as well as the supplemental services. A proposal is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

M.5.3 A proposal may be determined non-responsive if it fails to include a price /cost For option items and the supplemental services.

M.6 Prospective Contractor's Responsibility

M.6.1 In order to receive an award under this RFP, the Court's Contracting Officer must determine that the prospective contractor has the capability in all respects to perform fully the contract requirements. To be deemed responsible, a prospective contractor must establish that it has:

M.6.1.1 Financial resources adequate to perform the contract, or the ability to obtain them;

M.6.1.2 Ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;

M.6.1.3 A satisfactory record of performance;

M.6.1.4 The necessary organization, experience, accounting and operational control, and technical skills, or the ability to obtain them;

M.6.1.5 Compliance with the applicable District licensing, tax laws, and regulations.

M.6.1.6 The necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and

M.6.2 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 an Offeror to comply with a request for information may subject the Offeror's proposal to rejection on responsibility grounds. If a prospective contractor fails to supply the requested information, the Court's Contracting Officer shall make the determination of responsibility or non-responsibility based on available information. If the available information is insufficient to make a determination of non-responsibility, the Court's Contracting Officer shall determine the Offeror to be non-responsible.

**D.C. COURTS GENERAL CONTRACT PROVISIONS
FOR USE WITH
D.C. COURTS
SUPPLY AND SERVICES CONTRACTS
APRIL 2007**

**ADMINISTRATIVE SERVICES DIVISION
PROCUREMENT AND CONTRACTS BRANCH
616 H STREET, N.W., 6TH FLOOR
SUITE 622
WASHINGTON, D.C. 20001**

D.C. COURTS GENERAL CONTRACT PROVISIONS

(APRIL 2007)

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1. Definitions.

The term “Contracting Officer” shall mean the Executive Officer of the District of Columbia Courts or her or his authorized representative. The term “Court” shall, depending on how that term is defined elsewhere in this contract, mean the Superior Court of the District of Columbia, the District of Columbia Court of Appeals or the District of Columbia Court System. If the Contractor is an individual, the term “Contractor” shall mean the Contractor, his or her heir(s), executors and administrators. If the Contractor is a corporation, the “Contractor” shall mean the Contractor and its successor. The term “District of Columbia government” shall mean all the branches of the government of the District of Columbia, including the District of Columbia Courts.

2. Changes.

The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes in this contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of this contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment under this paragraph must be asserted within ten (10) days from the date the change is offered, provided however, that the Contracting Officer, may, in his or her discretion receive, consider and adjust any such claim asserted at any time prior to the final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined in accordance with Clause 18. Nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

3. Transfers.

This contract or any interest herein shall not be transferred by either the Court or the Contractor except upon written permission of the other party.

4. Waiver.

The waiver of any breach of this contract will not constitute a waiver of any subsequent breach thereof, nor a waiver of this contract.

5. Indemnification.

(a) The Contractor shall indemnify and save harmless the Court and its officers, agents and employees from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits and expenses incidental thereto (including the cost of defense and attorneys’ fees) resulting from, arising out of, or in any way connected to any act, omission or default of the Contractor, its officers, agents, employees, servants or its subcontractors, or any other person acting for or by permission of the Contractor in the performance of this contract, regardless of whether or not any damage resulting from the Contractor’s act, omission or default is caused in part by the Court. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of this Contract. The Contractor shall also repair or replace any Court property that is damaged by the Contractor, Contractor’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor while performing

work hereunder.

(b) The indemnification obligation under this clause shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and shall survive the termination of this Contract. The Court agrees to give Contractor written notice of any claim of indemnity under this clause. Additionally, Contractor shall have the right and sole authority to control the defense or settlement of such claim, provided that no contribution or action by the Court is required in connection with the settlement. Monies due or to become due the Contractor under the contract may be retained by the District as necessary to satisfy any outstanding claim which the District may have against the Contractor.

(c) The Contractor shall indemnify and save harmless the Court and its officers, agents, servants and employees from liability of any nature or kind, including costs and expenses, for or on account of the use of any patented or unpatented invention, item or process, manufactured or used in the performance of this contract, including their use by the Court, unless otherwise specifically stipulated in the contract.

(d) The Contractor shall indemnify and save harmless the Court and its officers, agents, servants and employees against any claim for copyright infringement relating to any work produced, used or delivered under this contract.

6. Patents and Copyrights.

(a) The Contractor shall not make application for a patent or copyright on any invention, item or process produced under this contract except with the written permission of the Court. The Court shall have an irrevocable nonexclusive royalty free license with the right to sublicense in any invention conceived or first actually reduced to practice in the course of or under this contract or any subcontract thereunder.

(b) All reports, programs, manuals, discs, tapes, card decks, listing, and other materials prepared by or worked upon by the Contractor's employees under this Agreement shall belong exclusively to the Court.

(c) Contractor agrees not to publish or disclose any material first prepared under this Agreement without prior permission of the Court.

(d) Contractor will not knowingly include any work copyrighted by others in any material prepared under this Agreement unless it obtained either prior permission from the Court or an irrevocable royalty free license for the Court in such work.

(e) Contractor agrees to give the Court all assistance reasonably required to protect the rights defined in these provisions.

7. Covenant Against Contingent Fees.

The Contractor warrants that no person or agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting a bona fide employee or agency maintained by the Contractor for the purpose of securing

business. For breach or violation of this warranty, the Court shall have the right to terminate this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of the commission, percentage, brokerage, or contingent fee.

8. Quality.

Contractor's workmanship shall be of the highest grade, and all materials provided under this Contract shall be new, of the best quality and grade, and suitable in every respect for the purpose intended.

9. Health And Safety Standards.

Items delivered under this contract shall conform to all requirements of the Occupational Safety and Health Act of 1970, as amended ("OSHA"), and Department of Labor Regulations under OSHA, and all Federal requirements in effect at time of bid opening/proposal submission.

10. Inspection Of Supplies.

(a) "Supplies," as used in this clause, includes, but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notification of rejection. Upon the Contractor's failure to cure within ten (10) days after date of notification, the Court may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense.

(c) The Contractor shall provide and maintain an inspection system acceptable to the Court covering supplies under this contract and shall tender to the Court for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Court during contract performance and for as long afterwards as the contract requires. The Court may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under this contract.

(d) The Court has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Court will perform inspections and tests in a manner that will not unduly delay the work. The Court assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in the contract.

(e) If the Court performs inspection or test on the premises of the Contractor or subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Court will bear the expense of Court inspections or tests made at

other than Contractor's or subcontractor's premises; provided, that in case of rejection, the Court will not be liable for any reduction in the value of inspection or test samples.

(1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.

(f) The Court has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or otherwise not in conformity with contract requirements. The Court may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and when required, shall disclose the corrective action taken.

(h) If the Contractor fails to remove, replace, or correct rejected supplies that are required to be replaced or corrected within ten (10) days, the Court may either (1) by contract or otherwise, remove, replace or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i) If this contract provides for the performance of Court quality assurance at source, and if requested by the Court, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract, and

(j) (ii) when the supplies will be ready for Court inspection.

(k) The Court request shall specify the period and method of the advance notification and the Court representative to whom it shall be furnished. Requests shall not require more than 2 business days of advance notification if the Court representative is in residence in the Contractor's plant, nor more than 7 business days in other instances.

(l) The Court will accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Court failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability upon the Court, for non-conforming supplies.

(m) Inspections and tests by the Court do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(n) If acceptance is not conclusive for any of the reasons in subparagraph (l) hereof, the Court, in addition to any other rights and remedies provided by law, or under provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or noncompliance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Court will have the right to return the rejected materials at Contractor's risk and expense or contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Court thereby.

11. Inspection Of Services.

(a) "Services" as used in this clause includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Court covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Court during contract performance and for as long afterwards as the contract requires.

(c) The Court has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Court will perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Court performs inspections or tests on the premises of the Contractor or subcontractor, the Contractor shall furnish, without additional charge, all reasonable facilities and assistance for the safety and convenient performance of these duties.

(e) If any of the services do not conform to the contract requirements, the Court 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 Court 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.

(f) 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 Court may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by the Court that is directly related to the performance of such services, or (2) terminate the contract for default.

12. Payment.

The Court shall pay the Contractor for services performed by the Contractor in the manner set forth in this contract, at the rate prescribed upon the submission by the Contractor of proper invoices or time statements, at the time provided for in this contract, to the Budget and Finance Division for contracts involving the Superior Court of the District of Columbia or the Court System, or to the Clerk of the District of Columbia Court of Appeals for contracts involving the District of Columbia Court of Appeals.

13. Taxes.

The District of Columbia Courts are exempt from and will not pay Federal Excise Tax, Transportation Tax, and the District of Columbia Sales and Use Taxes.

14. Appointment of Attorney.

The bidder/offeror or Contractor (whichever the case may be) does hereby irrevocably designate and appoint the Clerk of the District of Columbia Superior Court and his or her successor in office as the true and lawful attorney of the Contractor for the purpose of receiving service of all notices and processes issued by any court in the District of Columbia, as well as service of all pleadings and other papers, in relation to any action or legal proceeding arising out of or pertaining to this contract or the work required or performed hereunder.

The bidder/offeror or Contractor (whichever the case may be) expressly agrees that the validity of any service upon the said Clerk as herein authorized shall not be affected either by the fact that the Contractor was personally within the District of Columbia and otherwise subject to personal service at the time of such service upon the said Clerk or by the fact that the contractor failed to receive a copy of such process, notice or other paper so served upon the said Clerk provided the said Clerk shall have deposited in the United States mail, registered and postage prepaid, a copy of such process, notice, pleading or other paper addressed to the bidder/offeror or contractor at the address stated in this contract.

15. Termination for Default.

(a) The Contracting Officer may, subject to the provisions of paragraph(c) below, by written notice to the Contractor, terminate the whole or any part of this contract for any of the following reasons:

- (1) If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(b) In the event the Contracting Officer terminates this contract in whole or in part as provided in paragraph (a) of this clause, the Contracting Officer may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or services similar to those so

terminated, and the Contractor shall be liable to the Court for any excess costs for similar supplies or services; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

(c) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the District or Federal Government in either their sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without fault or negligence of the Contractor. If the failure to perform is caused by the default of the subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess cost for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

(d) If this contract is terminated as provided in paragraph (a) of this clause, the Court, in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the Court, in the manner and to the extent directed by the Contracting Officer, (i) completed supplies, and (ii) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures plans, drawing information, and contract rights (hereinafter called "manufacturing materials") as the Contractor has specifically produced or specifically acquired for the performance of such part of this contract as has been terminated; and the Contractor shall, upon direction of the Contracting Officer, protect and preserve property in possession of the Contractor in which the Court has an interest. Payment for completed supplies delivered to and accepted by the Court will be at the contract price. Payment for manufacturing materials delivered to and accepted by the Court and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and Contracting Officer; failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of the **Disputes** clause of this contract. The Court may withhold from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sum as the Contracting Officer determines to be necessary to protect the Court against loss because of outstanding liens or claims of former lien holders.

(e) If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination of convenience of the Court, be the same as if the notice of termination had been issued pursuant to such clause.

(f) The rights and remedies of the Court provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(g) As used in paragraph (c) of this clause, the term "subcontractor(s)" means subcontractor(s) at any tier.

16. Termination for Convenience of the Court.

(a) The Court may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Court's interest. The Contracting Officer shall terminate by delivering to the Contractor a written Notice of Termination specifying the extent of termination and effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all contracts to the extent they relate to the work terminated.

(4) Assign to the Court, as directed by the Contracting Officer, all rights, title and interest of the Contractor under the subcontracts terminated, in which case the Court will have the right to settle or pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts. The approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Court (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other materials produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract has been completed, would be required to be furnished to the Court.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Court has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (6) above; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Court under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) After the expiration of ninety (90) days (or such longer period as may be agreed to) after receipt by the Contracting Officer of acceptable inventory schedules, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality of termination inventory not previously disposed of excluding items authorized for disposition by the Contracting Officer. The Contractor may

request the Court to remove those items or enter into an agreement for their storage. Within fifteen (15) days, the Court will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within forty five (45) days from submission of the list, and shall correct the list, as necessary, before final settlement.

(d) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than one year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this one year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after one year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due to the Contractor because of the termination and shall pay the amount determined.

(e) Subject to paragraph (d) above, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (e) or paragraph (f) below, exclusive of costs shown in subparagraph (f)(3) below, may not exceed the total contract price as reduced by (1) the amount of payment previously made and (2) the contract price of work not terminated. The contract shall be amended, and the Contractor paid the agreed amount. Paragraph (f) below shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(f) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (e) above:

(1) The contract price for completed supplies or services accepted by the Court (or sold or acquired under subparagraph (b)(9) above) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of :

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) above;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subparagraph (f)(1) above; and

(iii) A sum, as profit on subparagraph (f)(1) above, determined by the Contracting Officer to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subparagraph (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable cost of settlement of the work terminated, including-

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontractors (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(g) Except for normal spoilage, and except to the extent that the Court expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (f) above, the fair value as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Court or to a buyer.

(h) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraphs (d), (f) or (j), except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (d) or (j), and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraph (d), (f) or (j), the Court will pay the Contractor (1) the amount determined by the Contracting Officer if there is no right of appeal or if no timely appeal has been taken, or (2) the amount finally determined on an appeal.

(i) In arriving at the amount due the Contractor under this clause, there shall be deducted:

(1) All unliquidated advances or other payments to the Contractor under the termination portion of the contract;

(2) Any claim which the Court has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Court.

(j) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within ninety (90) days from the effective date of termination unless extended in writing by the Contracting Officer.

(k)(1) The Court may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor shall be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay

the excess to the Court upon demand together with interest computed at the rate of 10 percent (10%) per year. Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess payment is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(l) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Court, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, micrographs, or other authentic reproductions may be maintained instead of original records and documents.

17. Termination of Contracts for Certain Crimes and Violations.

(a) The District may terminate without liability any contract and may deduct from the contract price or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid in violation of this title if:

(1) The Contractor has been convicted of a crime arising out of or in connection with the procurement of any work to be done or any payment to be made under the contract; or

(2) There has been any breach or violation of:

(A) Any provision of the Procurement Practices Act of 1985, as amended, or

(B) The contract provision against contingent fees.

(b) If a contract is terminated pursuant to this clause, the Contractor:

(1) May be paid only the actual costs of the work performed to the date of termination, plus termination costs, if any; and

(2) Shall refund all profits or fixed fees realized under the Contract.

(c) The rights and remedies contained in this are in addition to any other right or remedy provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law.

18. Protests and Disputes.

Any protest or 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 (August 2003 or subsequent modifications).

19. Independent Contractor Relationship.

It is expressly understood and agreed that the professional technical personnel assigned by the Contractor to work under this contract are the Contractor's employees or agents. Under no circumstances are such individuals to be considered Court employees or agents. Contractor and its employees shall be considered in an independent contract relationship with the Court at all times.

20. Security.

Contractor agrees that its employees shall treat as strictly confidential, all information received as a result of the performance of this contract. Such information will not, except as required by law, be disclosed to anyone outside of the Court's organization during the period of this contract or thereafter.

21. Officials not to Benefit.

Unless a determination is made as provided herein, no officer or employee of the District of Columbia government shall be admitted to any share or part of this contract or to any benefit arising therefrom, and any contract made by the Contracting Officer or any Court employee authorized to execute contracts in which they or an employee of the Court will be personally interested shall be void, and no payment shall be made thereon by the Court or any officer thereof, but this provision shall not be construed to extend to this contract to the extent that this contract is made with a corporation for the corporation's general benefit. A District employee shall not be a party to a contract with the Court and will not knowingly cause or allow a business concern or other organization owned or substantially owned or controlled by the employee to be a party to such a contract, unless a written determination has been made by the Court that there is a compelling reason for contracting with the employee, such as when the Court's needs cannot reasonably otherwise be met.

22. Retention and Examination of Books.

The Contractor shall retain all books, records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of three years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of three years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.

The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, Court, or other personnel duly authorized by the Contracting Officer.

The Contracting officer, or his or her duly authorized representative shall, until three years after final payment, have the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this contract.

23. Recovery of Debts Owed the Court.

The Contractor hereby agrees that the Court may use all or any portion of any consideration or refund due the Contractor under this contract to satisfy, in whole or part, any debt due to the Court.

24. Appropriation of Funds.

The Court's liability under this contract is contingent upon the availability of appropriated monies with which to make payment for the contract purposes. The legal liability on the part of the Court for the payment of any money shall not arise unless such appropriated monies shall have been provided.

25. Non-Discrimination in Employment.

(a) The Contractor shall not discriminate in any manner against an employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, or political affiliation, as these terms are defined in the District of Columbia Human Rights Act, as amended (D.C. Official Code § 2-1401.02). The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation or political affiliation. The affirmative action shall include, but not be limited to the following: employment, upgrading, or transfer; recruitment or recruitment advertising; demotion, layoff, or termination; rates of pay, or other forms of compensation; and selection for training and apprenticeship.

(b) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions in paragraph (a) of this clause.

(c) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation or political affiliation.

(d) The Contractor agrees to send each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising each labor union or worker's representative of the commitment Contractor has made pursuant to paragraph n (a) of this clause.

(e) The Contractor agrees to permit the Contracting Officer or his or her designated representative access to the Contractor's books, records, and accounts, pertaining to its employment practices for purposes of investigation to ascertain compliance with the provisions contained in this clause.

(f) The Contractor shall include in every subcontract the provisions contained in paragraphs (a), (b), (c), (d) and (e) of this clause so that such provisions will be binding upon each subcontractor.

26. Buy American Act.

(a) The Buy American Act (41 U.S.C. §10a) provides that the District of Columbia give preference to domestic end products. "Components," as used in this clause, means those articles, materials, and supplies incorporated directly into the end products. "Domestic end product," as used in this clause, means (1) an un-manufactured end product mined or produced in the United States, or (2) an end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States, exceeds 50 percent of the cost of all its components. Components of

foreign origin of the same class or kind as the products referred to in subparagraphs (b)(3) or (4) of this clause shall be treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic. "End products," as used in this clause, means those articles, materials, and supplies to be acquired for public use under this contract.

(b) The Contractor shall deliver only domestic end products, except those-

- (1) For use outside the United States;
- (2) For which the Court determines the cost to be unreasonable;
- (3) For which the Court determines that domestic preference would be inconsistent with the public interest; or
- (4) That the Court determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

27. Service Contract Act of 1965.

(a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. §351 *et seq.*). "Contractor," as used in this clause, means the Prime Contractor or any subcontractor at any tier. "Service employee," as used in this clause, means any person (other than a person employed in a bona fide executive, administrative, or professional capacity as defined in 29 CFR Part 541) engaged in performing a Court contract not exempted under 41 U.S.C. §356, the principal purpose of which is to furnish services in the United States, as defined in section 22.1001 of the Federal Acquisition Regulation. It includes all such persons regardless of the actual or alleged contractual relationship between them and a contractor or subcontractor.

(b) Applicability. To the extent that the Act applies, this contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). All interpretations of the Act in Subpart C of 29 CFR Part 4 are incorporated in this contract by reference. This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. §356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or the Secretary's authorized representative, as specified in any wage determination attached to this contract.

(2)(A) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed in it, but to be employed under this contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(B) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration (ESA), U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(C) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(D)(i) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(ii) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds to a contract under which the classification in question was previously conformed pursuant to this paragraph (c), a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (*i.e.*, adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subparagraph (c)(2)(B) of this clause need not be followed.

(iii) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(E) The wage rate and fringe benefits finally determined under subparagraph (c)(2) of this clause

shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract;

(F) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) If the term of this contract is more than 1 year, the minimum wages and fringe benefits required for service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing any equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor shall pay any service or other employees performing work under this contract less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. §206). Nothing in this clause shall relieve the Contractor or any subcontractor of any other legal or contractual obligation to pay a higher wage to any employee.

(f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, then, in the absence of a minimum wage attachment to this contract, neither the Contractor nor the subcontractor shall pay any service employee performing this contract less than the wages and fringe benefits, including those accrued and any prospective increases, provided for under that agreement. No Contractor or subcontractor may be relieved of this obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing under 29 CFR 4.10, that the wages and fringe benefits provided for by that agreement vary substantially from those prevailing for similar services in the locality or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and 4.11 and parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen.

401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to employees. The Contractor and any subcontractor shall notify each service employee commencing work on this contract of the minimum wage and any fringe benefits required to be paid, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor that are unsanitary, hazardous, or dangerous to the health or safety of service employees. The Contractor or subcontractor shall comply with the health standards applied under 29 CFR Part 1925.

(i) Records. (1) The Contractor and each subcontractor shall maintain for 3 years from the completion of work, and make available for inspection and transcription by authorized ESA representatives, a record of the following:

(A) For each employee subject to the Act:

(i) Name, address and social security number;

(ii) Work classification or classifications, rate or rates of wages and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(iii) Daily and weekly hours worked; and

(iv) Any deductions, rebates, or refunds from total daily or weekly compensation.

(B) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by ESA under the terms of paragraph (c) of this clause. A copy of the report required by subparagraph (c)(2)(B) of this clause will fulfill this requirement.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of payments and termination of contract. The Contracting Officer shall withhold from the Prime Contractor under this or any other Court contract with the Prime contractor any sums the Contracting Officer, or an appropriate officer of the Labor Department, decides may be necessary to pay underpaid employees of the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination for default. In such event, the Court may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts.

(m) Contractor's report.

(1) If there is a wage determination attachment to this contract and any classes of service employees not listed on it are to be employed under the contract, the Contractor shall report promptly to the Contracting Officer the wages to be paid and the fringe benefits to be provided each of these classes, when determined under paragraph (c) of this clause.

(2) If wages to be paid or fringe benefits to be furnished any service employees under the contract are covered in a collective bargaining agreement effective at any time when the contract is being performed, the Contractor shall provide to the Contracting Officer a copy of the agreement and full information on the application and accrual of wages and benefits (including any prospective increases) to service employees working on the contract. The Contractor shall report when contract performance begins, in the case of agreements then in effect, and shall report subsequently effective agreements, provisions, or amendments promptly after they are negotiated.

(n) Contractor's Certification. By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Court contracts by virtue of the sanctions imposed under section 5 of the Act. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Court contract under section 5 of the Act. The penalty for making false statements is prescribed in the D.C. Code § 22-2405.

(o) Variations, tolerances, and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (c) through (l) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions authorized by the Secretary of Labor.

(1) In accordance with regulations issued under Section 14 of the Fair Labor Standards Act of 1938 by the Administrator of the Wage and Hour Division, ESA (29 CFR parts 520, 521, 524, and 525), apprentices, student learners, and workers whose earning capacity is impaired by age or by physical or mental deficiency or injury, may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Service Contract Act, without diminishing any fringe benefits or payments in lieu of these benefits required under section 2(a)(2) of the Act.

(2) The Administrator will issue certificates under the Act for employing apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages, but without changing requirements concerning fringe benefits or supplementary cash payments in lieu of these benefits.

(3) The Administrator may also withdraw, annul, or cancel such certificates under 29 CFR parts 525 and 528.

(p) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips shall be credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with regulations in 29 CFR part 531. However, the amount of credit shall not exceed 40 percent of the minimum rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 as amended.

28. WALSH-HEALEY PUBLIC CONTRACTS ACT:

(a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

29. GOVERNING LAW.

This contract shall be governed by the laws of the District of Columbia both as to interpretation and performance.

30. MULTIYEAR CONTRACT.

If this contract is a multiyear contract, then the following provision is made part of this contract: If funds are not appropriated or otherwise made available for the continued performance in a subsequent year of a multiyear contract, the contract for the subsequent year shall be terminated, either automatically or in accordance with the termination clause of the contract. Unless otherwise provided for in the contract, the effect of termination is to discharge both the Court and the Contractor from

future performance of the contract, but not from the existing obligations. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

ANTI-COLLUSIONSTATEMENT

TO ALL BIDDERS/OFFERORS:

THIS STATEMENT MUST BE EXECUTED AND RETURNED WITH BID/PROPOSAL DOCUMENTS.

In the preparation and submission of this bid/proposal on behalf of _____ (name of vendor), we did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competition in violation of the Sherman Anti-Trust Act, 15 USCS, Sections 1 et seq.

The undersigned vendor hereby certifies that this agreement, or any claims resulting therefrom, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and that no person acting for, or employed by the D.C. Courts has an interest in, or is concerned with this proposal; and that no persons, firm or corporation, other than the undersigned, have or are interested in this proposal.

BY: _____

COMPANY

BUSINESS ADDRESS

Subscribed and sworn before me this _____ day of _____, 20____, in

City and State

Notary Public

ETHICS IN PUBLIC CONTRACTING

- A. To achieve the purpose of this section, all employees and persons doing business with the Court shall be required to observe the ethical standards prescribed herein. The Executive Officer shall make available and disseminate to every person doing business with the, Court, and to every Court managerial employee with procurement responsibilities, the requirements of this section.
- B. It shall be a breach of ethical standards for any employee to participate directly or indirectly in a procurement when the employee knows that the employee or any member of the employee's immediate family has a financial interest pertaining to the procurement. When a Court employee knows that he or she has an actual or potential conflict of interest, or when the Executive Officer has determined that an actual conflict of interest exists, such employee shall be disqualified from the procurement involved.
- C. It shall be a breach of ethical standards for person to offer, give, or agree to give any employee or former employee, or for any employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of procurement.
- D. It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or higher tier subcontractor, as an inducement for the award of a subcontractor order.
- E. It shall be a breach of ethical standards for any employee, former employee or any other person knowingly to use confidential information for actual or anticipated personal gain. No employee or officer of the Court shall serve on the board of directors or other governing body (whether or not compensated) of any contractor with whom the Court has a current contractual relationship if the individual's responsibilities with the Court entail the letting or management of the contract.

BY: _____

COMPANY

NON DISCRIMINATION

Employment discrimination by contractor is prohibited.

Every contract over \$10,000.00 shall include or incorporate by reference the following provisions:

1. During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The Contractor will include the provisions of the foregoing paragraphs, a, b, and c in every subcontractor purchase order of over \$10,000.00, so that the provisions will be binding up on each subcontractor vendor.

BY: _____

COMPANY

CERTIFICATION OF ELIGIBILITY

PROJECT NAME: _____

_____, being duly sworn, or under penalty of perjury under the laws of the United States, certifies that, except as noted below, (the company) or any person associated there with in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any Federal, District or State statutes; has not been suspended, debarred voluntarily excluded or determined ineligible by any Federal, District, or State agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted; or has a Civil judgment rendered against it by a Court of competent jurisdiction in any matter involving fraud or official misconduct within the past three(3) years.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

Contractor

Date

President or Authorized Official

Title

The penalties for making false statements are prescribed in the Program Fraud Civil Remedies Act of 1986 (Public Law 99-509, 31 D.S.C. 3801-3812).

Subscribed and sworn before me this _____ day of _____, 20 _____, in

City and State

Notary Seal

Notary Public

TAX CERTIFICATION AFFIDAVIT

For all bids/offers over 100,000.00, the following affidavit is required:
_____, 20_____.

I hereby certify that:

1. I have complied with the applicable tax law fillings and licensing requirements of the District of Columbia.

2. The following information is true and correct concerning the payment of my tax liability:

State: _____ Current Not Current
Unemployment Insurance Current Not Current

3. If not current, as checked in Item 2, I am in compliance with a payment agreement with the Department of Finance and Revenue Yes No, and/or the Department of Employment Services Yes No.

4. My tax numbers are as follows:
D.C. Employer Tax ID No.: _____
Unemployment Insurance Account No.: _____
D-U-N-S No.: _____

The D.C. Courts is hereby authorized to verify the above information with appropriate Government authorities. Penalty of making false statements is a fine of not more than \$1,000.00, imprisonment for not more than one (1) year or both, as prescribed in D.C. Code Sec. 22-2514. Penalty for false swearing is a fine of not more than \$2,500.00, imprisonment for not more than three (3) years, or both, as prescribed in D.C. Code Sec. 22-2513.

Signature of Person Authorized to Sign Title
This Document

Typed or Printed Name

Name of Organization _____

Notary: Subscribed and sworn before me this ____ day of , 20_____ at

_____ at _____
Month and Year City and State

CERTIFICATION REGARDING A DRUG-FREE WORKPLACE

A. Definition as used in this provision:

"Controlled substance" means a controlled substance as defined in Schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812) and as further defined in the regulation at 21 CFR 1308.11 -1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Drug free work place" means a site for the performance of work done in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance.

"Employee" means an employee of a Contractor directed engaged in the performance of work under a D.C. Courts contract.

"Individual" means a bidder/offeror that has no more than one employee including the bidder/offeror.

B. By submission of its bid/offer, the bidder/offeror, if other than an individual who is making a bid/offer that equals or exceeds \$25,000.00, certifies and agrees that with respect to all employees of the bidder/offeror to be employed under a contract resulting from this solicitation will:

- (1) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's work place and specifying the actions that will be taken against employees for violation of each prohibition;
- (2) Establish a drug-free awareness program to inform such employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph(B),(I) of this provision;
- (4) Notifying such employees in the statement required by subparagraph (b), (1) of this provision, that as a condition of continued employment on the contract resulting from this solicitation, the employee will,
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug statute conviction for violation occurring in the work place no later than five (5) days after such conviction;
- (5) Notify the Contracting Officer within ten (10) days after receiving notice under subdivision (B), (4), (ii) of this provision from an employee or otherwise receiving actual notice of such conviction;
- (6) Within thirty (30) days after receiving notice under subparagraph (B),(4) of this

provision of a conviction, impose the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the work place:

- (i) Take appropriate personnel action against such employee up to and including I termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purpose by a Federal, State or local health, law enforcement or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (B), (1) through (8)t (6) of this provision.
- C. By submission of its bid/offer, the bidder/offeror, if an individual, who is making a bid/offer of any dollar value, certifies and agrees that the bidder/offeror will not engage in the unlawful manufacture distribution dispensing, possession or use of a controlled substance in the performance of the contract resulting from this solicitation.
- D. Failure of the bidder/offeror to provide the certification required by paragraphs (8) or (C) of these provisions, renders the bidder/offeror unqualified and ineligible for award.
- E. In addition to other remedies available to the D.C. Courts, the certification in paragraphs (B) and (C) of this provision concerns a matter within the jurisdiction of an agency of the United \ States and the making of a false fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Concurrence:

AUTHORIZED CONTRACTOR PERSONNEL

Name:

Signature:

Title:

Date:

ATTACHMENT J.8

SUPPLEMENTAL PRICING SCHEDULE

The Contractor shall provide the management, supervision, labor, equipment and supplies necessary to perform the following supplemental tasks as needed in the Courts' facilities in addition to the basic (routine) janitorial services. The Courts may correct any deficiency by using another Contractor. Direct labor and material costs incurred by the Courts to correct the item of unsatisfactory performance shall be deducted from any payments due to the Contractor.(See Section C.2.2.4)

BASE YEAR

Service	Unit	Unit Price
Stripping and Refinishing Bare Floor Surfaces	Per Square ft.	\$
Carpet and Rug Shampooing	Per Square ft.	\$
High Dusting/ Cleaning above 6'-0"	Per hour	\$
Snow/Ice Removal Services	Per hour	\$
Utility work/Porter service	Per hour	\$
Garage Cleaning (stripping & sealing)	Per hour	\$
Pest Control: Extermination	Per hour	\$
Pest Control: Baiting	Per trap/bait	\$
Window Washing	Per hour	\$
Venetian Blind Washing	Per hour	\$
Pressure Washing Cell Block/Holding Cell	Per hour	\$
Total		\$

OPTION YEAR I

Service	Unit	Unit Price
Stripping and Refinishing Bare Floor Surfaces	Per Square ft.	\$
Carpet and Rug Shampooing	Per Square ft.	\$
High Dusting/ Cleaning above 6'-0"	Per hour	\$
Snow/Ice Removal Services	Per hour	\$
Utility work/Porter service	Per hour	\$
Garage Cleaning (stripping & sealing)	Per hour	\$
Pest Control: Extermination	Per hour	\$
Pest Control: Baiting	Per trap/bait	\$
Window Washing	Per hour	\$
Venetian Blind Washing	Per hour	\$
Pressure Washing Cell Block/Holding Cell	Per hour	\$
Total		\$

OPTION YEAR II

Service	Unit	Unit Price
Stripping and Refinishing Bare Floor Surfaces	Per Square ft.	\$
Carpet and Rug Shampooing	Per Square ft.	\$
High Dusting/ Cleaning above 6'-0"	Per hour	\$
Snow/Ice Removal Services	Per hour	\$
Utility work/Porter service	Per hour	\$
Garage Cleaning (stripping & sealing)	Per hour	\$
Pest Control: Extermination	Per hour	\$
Pest Control: Baiting	Per trap/bait	\$
Window Washing	Per hour	\$
Venetian Blind Washing	Per hour	\$
Pressure Washing Cell Block/Holding Cell	Per hour	\$
Total		\$

OPTION YEAR III

Service	Unit	Unit Price
Stripping and Refinishing Bare Floor Surfaces	Per Square ft.	\$
Carpet and Rug Shampooing	Per Square ft.	\$
High Dusting/ Cleaning above 6'-0"	Per hour	\$
Snow/Ice Removal Services	Per hour	\$
Utility work/Porter service	Per hour	\$
Garage Cleaning (stripping & sealing)	Per hour	\$
Pest Control: Extermination	Per hour	\$
Pest Control: Baiting	Per trap/bait	\$
Window Washing	Per hour	\$
Venetian Blind Washing	Per hour	\$
Pressure Washing Cell Block/Holding Cell	Per hour	\$
Total		\$

OPTION YEAR IV

Service	Unit	Unit Price
Stripping and Refinishing Bare Floor Surfaces	Per Square ft.	\$
Carpet and Rug Shampooing	Per Square ft.	\$
High Dusting/ Cleaning above 6'-0"	Per hour	\$
Snow/Ice Removal Services	Per hour	\$
Utility work/Porter service	Per hour	\$
Garage Cleaning (stripping & sealing)	Per hour	\$
Pest Control: Extermination	Per hour	\$
Pest Control: Baiting	Per trap/bait	\$
Window Washing	Per hour	\$
Venetian Blind Washing	Per hour	\$
Pressure Washing Cell Block/Holding Cell	Per hour	\$
Total		\$

**DISTRICT OF COLUMBIA COURTS
RELEASE OF CLAIMS**

The undersigned Contractor, pursuant to the term of Contract No. _____
between the District of Columbia Courts herein referred to as the "Courts" and
_____ herein
(Name of Contractor)

referred to as the "Contractor" for (type of service):

Located at:

1. The Contractor hereby certified that there is due and payable by the Courts to the Contractor under the contract and fully approved modifications the balance of:
\$ _____

2. The Contractor further certified that in addition to the amount set forth in paragraph 1 above, there are outstanding and unsettled the following items which the Contractor claims are just and due and owing by the Courts to the Contractor:
 - (a) _____
 - (b) _____
 - (c) _____
 - (d) _____

(Itemize claims and amounts due. If none, so state)

3. The contractor further certified that all work required under this contract including work required under all modifications has been performed in accordance with, the terms there of and that there are no unpaid claims for materials, supplies, equipment, or service.

4. Except for the amounts stated in paragraph 1 and 2 above, the Contractor certifies that it

has received from the Courts all sums of money pursuant to the abovementioned contract and any modifications.

5. That inconsideration of the payment of the amount stated in paragraph 1 above, the Contractor does hereby release the Courts from any and all claims arising under or by virtue of this contract. Except the amount listed in paragraph 2 above, provided however, that if for any reason the Courts does not pay in full the amount stated in paragraph I above, said deduction shall not affect the validity of this release. But the amount so deducted shall be automatically included under paragraph 2 above, as an amount which the Contractor has not released but will release upon payment there of. The Contractor further certifies that upon receipt of the payment of the amount listed in paragraph 2 above, and any amount with may be deducted from paragraph 1 above, the Contractor will release the Courts from any and all claims arising out of the above contractor any modifications there of, and will execute such further release or assurance as the Courts may request.

In WITNESS WHEREOF, the Contractor has signed and sealed this instrument this day _____ of _____, 20

WITNESS:

CONTRACTOR:

_____(Seal)
(Print of Type)

(Signature)

(Signature)

(Address)

(Official Title)

ATTACHMENT J.10

PAST PERFORMANCE EVALUATION FORM

(Check appropriate box)

Performance Elements	Excellent	Good	Acceptable	Poor	Unacceptable
Quality of Service					
Timeliness of Performance					
Cost Control					
Business Relations					
Customer Satisfaction					

1. Name & Title of Evaluator: _____
2. Signature of Evaluator: _____
3. Name of Organization: _____
4. Telephone Number of Evaluator: _____
5. State type of service received: _____
6. State Contract Number, Amount and period of Performance _____
7. Remarks on Excellent Performance: Provide data supporting this observation.
(Continue on separate sheet if needed)
8. Remarks on unacceptable performance: Provide data supporting this observation.
(Continue on separate sheet if needed)

RATING GUIDELINES

Summarize Contractor performance in each of the rating areas. Assign each area a rating of 0 (Unacceptable), 1 (Poor), 2 (Acceptable), 3 (Good), 4(Excellent), or ++ (Plus). Use the following instructions as guidance in making these evaluations.

	Quality Product/Service	Cost Control	Timeliness of Performance	Business Relations
	<ul style="list-style-type: none"> - Compliance with contract requirements - Accuracy of reports - Appropriateness of personnel - Technical excellencies 	<ul style="list-style-type: none"> - Within budget (over/under target costs) - Current, accurate, and complete billings - Relationship of negated costs to actual - Cost efficiencies - Change order issue 	<ul style="list-style-type: none"> - Meet interim milestones - Reliable - Responsive to technical directions - Completed on time including wrap-up and contract administration - no liquidated damages assessed 	<ul style="list-style-type: none"> - Effective management - Businesslike correspondence - Responsive to contract requirements - Prompt notification of contract problems - Reasonable/cooperative - Flexible - Pro-active - effective contractor recommended solutions - Effective snail/small disadvantaged business Subcontracting program

0. Zero	Nonconformance s are comprises the achievement of contract requirements, despite use of Agency resources	Cost issues are comprising performance of contract requirements	Delays are comprising the achievement of contract requirements, Despite use of Agency resources.	Response to inquiries, technical/service/ administrative issues is not effective and responsive
1. Unacceptable	Nonconformance s require major Agency resources to ensure achievement of contract requirements,	Cost issues require major Agency resources to ensure achievement of contract requirements	Delays require major Agency resources to ensure achievement of contract requirements	Response to inquiries, technical/service/ administrative issues is marginally effective and responsive
2. Poor	Nonconformance s require minor Agency resources to ensure achievement of contract requirements,	Cost issues require minor Agency resources to ensure achievement of contract requirements	Delays require minor Agency resources to ensure achievement of contract requirements	Response to inquiries, technical/service/ administrative issues is somewhat effective and responsive
3. Acceptable	Nonconformance s do not impact achievement of contract requirements	Cost issues do not impact achievement of contract requirements	Delays do not impact achievement of contract requirements	Response to inquiries, technical/service/ administrative issues is usually effective and responsive
4. Good	There are no quality problems.	There are no cost issues.	There are not delays	Response to inquiries, technical/service/

				administrative issues is effective and responsive
5. Excellent	The contractor has demonstrated an exceptional performance level in some or all of the above categories.			

ATTACHMENT J. 11

CURRENT COLLECTIVE BARGAINING AGREEMENT

AGREEMENT

This Agreement, dated as of March 1, 2005 by and between Service Employees International Union, Local 82, AFL-CIO, hereinafter called the "Union" and **Topflite Building Services Inc.**, hereinafter called the "Employer".

ARTICLE I RECOGNITION

The Employer recognizes the Union as the exclusive bargaining agent for all its hourly paid janitorial and maintenance employees excluding supervisors, clerical or guards employed at the locations listed in the attached appendices.

ARTICLE II WAGES

SECTION 1. The hourly wages for all employees covered by this Agreement shall be at the rates listed in the attached appendice.

SECTION 2. Nothing in this Agreement shall be construed to allow for the reduction of any rate or benefit currently enjoyed by the employees at the time they are recognized under this Agreement.

SECTION 3. The Employer agrees to correct any payroll error within 3 days of the day the employee reports the error if the error is the fault of the Employer. If the error is not the fault of the Employer, the error will be investigated promptly and the correction will be made in the next payroll check after the conclusion of the investigation.

SECTION 4. All employees covered by this Agreement shall not be paid nor have any claim for compensation unless they have worked at the facility in question when that facility has been made unavailable to the contractor for whatever reason by the contracting authority.

ARTICLE III HOURS OF WORK

SECTION 1. All work performed in excess of forty (40) hours in any workweek by employees shall be considered overtime and shall be compensated for at the rate of time and one-half of the prevailing rate of pay for such job.

SECTION 2. The hours of work, shift, and breaks will be specified in the applicable appendix. There will be a six (6) minute grace period for employees to report at the start of a shift. Employees will not lose any pay for reporting after their shift starts but before the end of the six (6) minute grace period, and employees will not be disciplined for lateness for reporting before

Topflite Building Services, Inc./Local 82 SEIU
COLLECTIVE BARGAINING AGREEMENT

the end of the grace period. However, employees may be disciplined for lateness and lose pay if the employee reports after the employee's scheduled start time more than twice per pay period or after the end of the grace period. Employees shall request approval from the Employer before performing any work in excess of their daily shift. If utilization of this grace period occurs more than twice in any one week, it shall constitute abuse and will be subjected to progress methods of discipline.

SECTION 3. When overtime and extra hours are available, the Employer shall advise the employees of the type of work needed to be performed. Overtime and extra hours shall be offered to all employees qualified to perform the work for which overtime or extra hours are needed on a rotating basis by seniority. If overtime and extra hours' requirements cannot be met on a voluntary basis, they shall be assigned in order of reverse seniority. If the Employer believes that an employee volunteering or assigned to perform the work is not qualified to do so, the Employer shall not be required to offer or assign the work to such employee. In such cases, the Employer shall notify the Union in writing of the location and date of the overtime or extra hours, the employee involved, and the reason why the employee was not qualified to perform the work. Employees must obtain prior approval from the Employer before performing any work in excess of forty (40) hours in a work week.

SECTION 4. Any employee called in to work on a regularly scheduled day off shall be guaranteed a minimum of four (4) hours pay.

SECTION 5. During the term of this Agreement, the Employer will examine its procurement contracts, and when the Employer rebids a procurement contract it will consider using a seven and one half (7 ½) or eight (8) hours shift s where practicable. Nothing in the Agreement shall require the Employer to convert an existing shift to a longer shift.

ARTICLE IV
HEALTH AND WELFARE

SECTION 1. The employer will provide a Health Plan with Life Insurance and a Pension Plan for all full and part time employees at no cost of the employee who has completed (30) days of continuous employment . If an employee does not want to enroll in the provided Health Plan with Life Insurance Plan, the funds will be deposited by the employer in the retirement (401K) plan.. The Health Plan with Life Insurance and a Pension Plan covered by this Agreement shall be at the rates listed in the attached appendice.

SECTION 2. All employees employed by the Employer shall be enrolled in the Plan upon completing thirty (30) days of continuous employment.

SECTION 3. In the event of the adoption of a national health care program during the term of this Agreement, either party may re-open the Agreement upon sixty (60) days' written notice and request renegotiation of the provisions of the Agreement directly affected by such action.

ARTICLE V
PAID HOLIDAYS

SECTION 1. The Employer shall grant to all employees the following holidays off with pay:

New Year's Day	Labor Day
Martin L. King's Birthday	Columbus Day
Inauguration Day	Veteran's Day
George Washington Birthday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

If Martin L. King's Birthday and Inauguration Day fall on the same day, employees will only be entitled to one paid holiday for the day on which both holidays fall.

SECTION 2. Employees scheduled to work on a holiday will receive pay for the regularly scheduled work hours at their normal rate of pay and will receive compensation for the holiday at the normal rate of pay, thereby constituting double time pay, except for weekend or holiday fill-in employees. Holidays shall not be used as a basis for calculating overtime.

SECTION 3. When a legal holiday covered by this Agreement falls on an employee's day off from his/her regularly scheduled shift, same shall be compensated for a straight time hourly rate of pay or in lieu thereof, the employee shall receive a day off with pay within a period two weeks before or after such holiday.

SECTION 4. In order to be eligible for holiday pay, an employee must work all his/her scheduled hours on the workday before and after the holiday unless he/she is on excused absence.

ARTICLE VI
VACATIONS

SECTION 1. All employees with one (1) year or more of continuous service are entitled to one (1) week of vacation with pay. With two (2) or more years of continuous service, two (2) weeks of vacation with pay. With five (5) years or more of continuous service, three (3) weeks of vacation with pay. With ten (10) years or more of continuous service, four (4) weeks of vacation with pay.

SECTION 2. It is agreed that the employee's vacation shall be paid at the current rate of pay.

SECTION 3. When a holiday occurs during the employee's vacation, the employee shall be paid for the holiday and not paid vacation pay for that day.

SECTION 4. The Employer agrees that all employees shall be paid for all unused vacation time accrued on their anniversary date.

Topflite Building Services, Inc./Local 82 SEIU
COLLECTIVE BARGAINING AGREEMENT

SECTION 5. The Employer agrees that all employees shall be paid for all unused vacation upon separation.

SECTION 6. The employee may use vacation leave in increments of less than one week for purposes of a personal emergency or extended sick leave. Vacation time can only be used for extended sick leave provided the employee has used up his/her accrued sick leave and provided he/she provides a doctors excuse when requested by the Employer. The employee's request for vacation leave shall not be unreasonably denied.

SECTION 7. Vacation requests will be received during the first week of the calendar year. All requests will be accepted and then approved in accordance with those having the most seniority and reasonably accommodated schedule. Vacation requests received after the first week of the calendar year will be handled on a first come first serve basis.

ARTICLE VII
LENGTH OF SERVICE

SECTION 1. The employee's length of service shall be completed from the date on which he/she is hired by the Employer or date of employment in the building, whichever is longer. Seniority within job classification shall not be the sole factor in determining the employees' layoff and recall order. Current facility requirements, ability and performance shall also be determining factors. In the event that ability and performance are equal, Seniority within job classification shall rule. The job classifications shall be Floor Maintenance Person and Janitor. One Shop Steward per shift shall have super seniority for the purposes of layoff and recall.

SECTION 2. New employees shall be on probation until the completion of 30 days of service from their date of hire. During this probationary period, employment shall be considered a trial period and employees shall be subject to dismissal at any time at the sole discretion of the employer. Dis-charge during the probationary period shall not be subject to the grievance procedure provided herein. Upon completion of the 30 day probationary period, employees shall enjoy seniority status from their date of hire.

ARTICLE VIII
SICK LEAVE

SECTION 1. All employees covered by this Agreement shall be granted sick leave with pay. The amount of days is specified in the applicable appendices. Employees will be eligible to use accrued leave after thirty (30) days of employment.

SECTION 2. All employees must give two (2) hours notice before the beginning of the shift in order to claim sick leave benefits. In all cases of illness of two (2) consecutive working days or more, a physician's certificate or other acceptable evidence of disability shall be submitted by the employee as a claim for sick leave benefits, if requested by the Employer.

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SECTION 3. Employees may accrue a maximum of twelve (12) days sick leave.

ARTICLE IX
UNION SECURITY AND CHECK-OFF

SECTION 1. All employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of employment to remain members by the timely payment of all dues and initiation fees to the Union. Employees covered by this Agreement who are not members of the Union shall be required as a condition of employment to become members of the Union within thirty (30) days after the effective date of this Agreement or within thirty (30) days after their employment and remain members by their timely payment of all dues and initiation fees as required herein, upon written notice to the Employer from the Union to such effect, shall obligate the Employer to discharge such person. However, each employee will be given a period of fifteen (15) days from the date of said written notice to pay and fully discharge his/her indebtedness to the Union. Failure to do so will result in the employee's termination by the Employer.

SECTION 2. The Employer shall notify the Shop Steward within forty-eight (48) hours of the name, address, and occupation of new or additional employees hired outside the Union. In considering persons for employment, promotion or work assignment, no consideration shall be given as to race, creed, sex, age, Union status or national origin.

SECTION 3. The Employer shall check off initiation fees and monthly dues from the first paycheck of each month on the basis of individually signed voluntary authorization forms and remit to the Secretary-Treasurer of the Union by the end of the month in which they were deducted from the employee. The Union will send the Employer an alphabetical check-off list each month indicating the amount due for each employee. The Employer shall return a copy of this list or send a list to the Union of all employees for whom dues were deducted.

SECTION 4. The Union agrees to hold the Employer harmless and indemnified against any and all claims, liability or fault arising out of the Employers compliance with this Article.

ARTICLE X
FUNERAL LEAVE

SECTION 1. Effective on the date set forth in the applicable appendix, all employees shall be granted three (3) days paid leave to attend the funeral of a spouse, father, mother, son, daughter, brother, sister, guardian. The Employer may request proof of death or funeral certificate.

SECTION 2. If the funeral in the above referenced paragraph is over two hundred and fifty (250) miles from the metropolitan area of the District of Columbia, the employee will be permitted two (2) additional days off without pay. If the funeral is outside of the United States, the employee may apply for extended leave, without pay, of up to four weeks.

ARTICLE XI
DISCHARGE AND DISCIPLINE

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SECTION 1. It is agreed that each party shall treat the other with mutual respect and dignity and that the Employer shall only discharge or discipline employees for just cause. The discipline shall be corrective and progressive in nature. Discipline must be given in writing within two (2) working days of the Employer's knowledge of the offense. Copies of all warning or disciplinary notices will be given to the Shop Steward within three (3) days. Warning notices or other disciplinary action will be removed from the employees' files if no similar offense occurs within a one (1) year period.

SECTION 2. The Shop Steward or designated co-worker shall be present at all disciplinary and/or investigatory meetings which the employee reasonably believes might lead to discipline. In the investigatory meetings, the employee must request the Shop Steward to be present.

ARTICLE XII
GRIEVANCE PROCEDURE

It is agreed that any dispute arising out of this Agreement between an employee and the Employer or the Union and the Employer shall be resolved using the procedure set out below.

Step 1. The employee and the immediate supervisor shall attempt to resolve any differences at the time they arise. In the event they are unable to resolve the issue, the employee shall request a meeting with the supervisor and the Shop Steward to attempt to resolve the issue. If they are unable to resolve the issue, the grievance shall be reduced to writing and submitted to the Employer within five (5) days.

Step 2. The General Manager, the Union Representative and the employee shall meet within five (5) days to attempt to resolve the issue. If they are unable to resolve the issue, the grievance will be moved to Step 3.

Step 3. Within five (5) days after the meeting in Step 2. the Union Representative and the employee shall meet with the Company president in the case of a discharge of an employee. For all other grievances, the Union representative and the company President shall select one day each month at a mutually convenient time to meet with employees regarding such grievances. All unresolved grievances will proceed to Step 4.

Step 4. If the grievance is not resolved at Step 3. within ten (10) days after the meeting in Step 3. it may be submitted at the request of either party to arbitration by an Arbitrator designated by the Federal Mediation and Conciliation Service (FMCS), whose decision shall be final, provided that the Arbitrator shall not have the power to alter this Agreement, or any of its terms, in any way. All expenses shall be equally borne by both parties.

ARTICLE XIII
NO STRIKE AND NO LOCKOUT

The Company agrees there will be no lockout of the employees and the Union agrees there will be no strikes for the duration of this Agreement.

ARTICLE XIV
LAY-OFF AND RECALL

SECTION 1. If it is reasonably possible to do so, the company shall notify the union at least five (5) calendar days prior to any reduction in force, including such details with respect thereto as are available. When an employee is discharged or laid-off, he or she shall be paid by check at the time of lay-off, mailed by registered letter to his last known address, at the next scheduled pay date, provided however, the company may deduct any union dues that are owing as of the time of separation. When the company wishes to recall laid-off employees, it shall attempt to contact the employees by telephone, it shall contact the local union and shall mail a letter to the employee's last known address. The employee may be required to respond and be available for work within 48-hours of the above procedure. All employees are required to keep the company informed of their current address and telephone number.

SECTION 2. When the company wishes to recall laid-off workers, the Employer shall use the following procedure: the Employer will call the most senior person on the recall list. If the Employer is able to contact that person by phone, the employee then has three working days from the date of the phone contact to make arrangements to return to work. If the Employer is unable to contact the most senior person by phone, then a letter will be sent to the employee's last known address and the union by priority mail recalling them to work. The employee has two working days after receipt of the letter to contact the Employer if they want to return to work and three working days after the phone call to the Employer to report to work. All employees have a responsibility to inform the Employer of any change in address or telephone. The Employer shall maintain a log book for all lay offs and recalls, noting the name of the employee, the building and shift from which he/she was laid off, the seniority date, and the date(s) contacted for recall, what type of contact (phone, letter), the building/shift that was offered to the employee, the date the employee was actually recalled and the building/shift to which the employee was recalled.

SECTION 3. All employees laid off shall remain on the lay off list for up to six (6) months. However, if the employee fails to return to work after proper notice, that person will no longer be considered on the lay off list. An employee will have the right to refuse a position that is not within the same basic schedule of the position from which they were laid off.

ARTICLE XV
SHOP STEWARD AND UNION REPRESENTATIVES

SECTION 1. The Employer agrees to recognize stewards as designated by the Union. There shall be one steward per shift who shall have super seniority for purposes of layoff and recall. Should the identity of a shop steward change, the Union shall promptly inform the Employer in writing of the name of the newly designated steward. The stewards may assist in the investigation, presentation and settling of grievances. Stewards shall not be discriminated against in discharging duties assigned them by the Union and shall be given reasonable time to settle grievances.

SECTION 2. A duly authorized representative of the Union will be permitted to visit the premises of the Employer at reasonable times for the purpose of transacting business for the Union and to insure compliance with this agreement. The representative shall first make his/her presence known to the manager or assistant manager. Meetings with employees shall be in the Employer's office in the building on non-work time.

ARTICLE XVI
UNION RIGHTS

SECTION 1. The Union shall have the right to confer with Union members and investigate working conditions.

SECTION 2. The Employer shall provide space for Union literature in a place convenient for employee use.

SECTION 3. The Union shall have the right to inspect the Employer's records necessary to enforce this agreement.

SECTION 4. The employee shall have the right to inspect their personnel file.

SECTION 5. An employee may request a leave of absence for serving the Union.

ARTICLE XVII
UNPAID LEAVE OF ABSENCE

SECTION 1. The Employer agrees to provide the following leaves of absence for all employees when requested. Such requests shall not be unreasonably denied. The employee shall return to their original or equivalent position without loss of seniority.

- | | |
|------------------------------|--|
| Medical/Compassionate leave: | Up to six months. |
| Personal leave: | Up to thirty (30) days for personal reasons. The employee may request an extension of 30 days in cases of emergency and the Employer may request documentation of the emergency. |
| Union Leave: | Up to one year for service with the Union, upon agreement of both the union and the employer. |
| Military leave: | As required by federal law. |
| Civic leave: | For any employee who is required to report for jury service or to testify in any legal proceeding as a result of a subpoena, a copy of which shall be supplied to the |

Employer upon request.

SECTION 2. An employee shall be entitled to take medical/compassionate leave under the circumstances provided for by the Federal Family and Medical Leave Act of 1993, or under applicable state or local laws. The payment of the health insurance contributions shall be made by the Employer only as required by the Family and Medical Leave Act of 1993 or other applicable state or local laws. Medical/compassionate leave is unpaid leave. If an employee requests medical/compassionate leave, the Employer has the right to require the employee to substitute all of the employee's accrued vacation and sick leave for leave available under the Family and Medical Leave Act, or applicable state or local laws. In the District of Columbia, the employee will have the option of choosing to substitute any accrued vacation or sick leave. Where the Employer designates leave taken by an employee as leave under the Family and Medical Leave Act, or other applicable state or local laws, the Employer shall notify the employee of that designation at the time the Employer determines that the leave qualifies as leave under the applicable act. Vacation, sick leave, or other employment benefits shall not accrue during the time that an employee is on medical/compassionate, personal, union or military leave, unless otherwise required by law.

ARTICLE XVIII UNIFORMS

The Employer agrees to provide each employee with one (1) uniform free of charge and employees will not be responsible for normal wear and tear.

ARTICLE XIX EQUIPMENT AND SUPPLIES

The Employer agrees to provide, repair and maintain all equipment and supplies needed to perform the tasks of the job in a safe and efficient manner.

ARTICLE XX HEALTH AND SAFETY

SECTION 1. The Employer agrees to provide a safe and healthful workplace for all employees and shall comply with all federal, state and local laws relating to health and safety. The Employer will keep and make available MSDS sheets for all chemicals used.

SECTION 2. The Employer shall provide an annual right to know training in English and Spanish for every employee including, but not limited to training on infectious and hazardous waste, hazardous substances used or present in the workplace and proper safety procedures for all employees. The Union will assist the Employer in securing translation services.

SECTION 3. The Employer shall maintain workers compensation coverage for all employees. The Employer shall post the required notice of workers compensation in the languages understood by the employees in a prominent and visible location to employees containing the name of the insurance company, its address and phone number. In the event an employee is

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injured on the job, or suspects a job-related illness, the employee will inform the supervisor for that location, who then will report the injury or illness to the Employer immediately and the Employer will file the necessary reports to the insurance carrier within 24 hours.

ARTICLE XXI
DISCRIMINATION

SECTION 1. The Employer and the Union agree not to discriminate against any individual with respect to employment, hiring, compensation, promotion, training or work assignment, or any terms or conditions of employment on the basis of an individual's race, creed, color, national origin, age, sex, sexual orientation, religion, Union membership or Union activity. This article shall also apply to individuals with a qualified disability under the Americans with Disabilities Act.

SECTION 2. Nothing in this Agreement shall be construed or applied to deny to any employee the employment opportunities set forth above.

SECTION 3. Any disputes involving this Article shall be subject to the grievance procedure.

ARTICLE XXII
MANAGEMENT RIGHTS

The management of the Company's affairs and the direction of its working force, including but not limited to the right to establish new jobs, abolish or change existing jobs, change materials, processes, products, equipment and operations, schedule and assign work, establish and enforce rules for employee conduct, hire and discharge for cause, transfer or layoff employees because of the lack of work, shall be vested exclusively in the Company, as long as the exercise of these rights does not conflict with the provisions of this agreement.

ARTICLE XXIII
SAVING CLAUSE

Should any court find any part of this Agreement to be invalid, it shall not invalidate remaining provisions.

ARTICLE XXIV
CHANGE OF NAME, ADDRESS OR FORM OF ENTITTY

This agreement is binding upon the Employer and its present owner(s) and officer(s) whether or not he or they change the name, address or form of the business, and is further binding on any additional contract cleaning enterprises which he or they choose to operate either alone or with any other individual(s) within the Washington, DC metropolitan area.

ARTICLE XXV
SUCCESSORSHIP

The Employer will furnish the Union notice of termination of any of its cleaning contract within twenty four (24) hours of the time the Employer receives notice of such termination, and will promptly thereafter meet with the Union to negotiate the effects of such termination on bargaining unit employees.

ARTICLE XXVI
SUBCONTRACTING

There shall be no subcontracting of bargaining unit work being performed by the Employer's employees beginning on the date the employees are covered by this agreement.

ARTICLE XXVII
LABOR-MANAGEMENT COMMITTEE

The Union and the Employer both agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between representatives of the employees and management when requested by either party to discuss such issues as attendance and tardiness, shift lengths, safety and equipment, the method of assigning work and any other issues affecting relations between the employees and the Employer. Such meetings shall be exclusive of the grievance procedure and grievances shall not be considered at such meetings, nor shall negotiations for the purposes of altering the terms of this agreement be held at such meetings.

The committee shall be made up of no more than 3 representatives of management and 1 employee representative from each procurement contract. The committee shall meet for up to 2 hours on an as needed basis, but not less than once per contract year. The employee representatives shall be released from their duties without loss of pay or leave time to attend the labor-management meetings.

The date, time and place of such meetings shall be mutually agreed upon by the parties. Either party may request a Labor Management Committee meeting. The parties agree to schedule a committee meeting within 10 days of the meeting request.

ARTICLE XXVIII
VACANCIES, JOB POSTINGS & TRANSFERS

SECTION 1. When a regularly scheduled full time position or any other position which the Employer intends to fill on a permanent transfer basis for more than five (5) days becomes available at any work location covered by this agreement, the Employer will post a job announcement for that position for five (5) working days in all work locations covered by this agreement. The job announcement shall list the work location, hours, wage, qualifications for the job and any other requirements. If a qualified employee is interested in applying for that position, the employee shall complete and turn in a form supplied by the Employer requesting consideration for that position. The Employer shall review such request for transfers and select

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the most senior qualified applicant for that position. If there are no qualified applicants for the position, the Employer shall be free to hire from any source.

SECTION 2. The Employer may transfer an employee or employees on a temporary basis for ten (10) days or less in the event of an emergency without posting the job. The Employer may use temporary employees to temporarily replace employees who are out on sick leave, funeral leave, vacation, or other leaves of absence.

ARTICLE XXIX
DURATION OF AGREEMENT

This Agreement will become effective March 1, 2005 through February 28, 2008 and may be extended upon agreement by both parties.

Valerie Lamy
SEIU Local 82

Russell Samuels
Topflite Building Services Inc.

5/31/05
Date

05/25/05
Date

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APPENDIX "A"

DISTRICT OF COLUMBIA COURT HOUSE

WAGES - ARTICLE II

Job Classification	<u>3-1-05</u>	<u>3-1-06</u>	<u>3-1-07</u>
Janitor	\$10.50	\$11.02	\$11.58
Floor Maint. Person	\$11.00	\$11.52	\$12.08

HOURS OF WORK-SHIFTS-BREAKS - ARTICLE III

The regular work week shall be Monday through Friday. The regular part-time shifts shall consist of 4 or 5 hours, the regular full-time shifts shall consist of 7 or 8 hours. All employees working a full-time shift shall receive a 1 hour unpaid break in the middle of their shift. There shall also be a regular Saturday, Sunday and Holiday full-time shift.

HEALTH AND WELFARE

The Employer shall contribute the rates specified below in accordance with Article IV effective on the date below.

<u>3-1-05</u>	<u>3-1-06</u>	<u>3-1-07</u>
\$2.59	\$2.72	\$2.86

Included in the Health & Welfare Benefits is the provision of a retirement plan. Contribution to the plan, at a minimum, is as below:

RETIRMENT (hourly):

	<u>3-1-05</u>	<u>3-1-06</u>	<u>3-1-07</u>
Regular Full-Time	\$.70	\$.74	\$.77
Regular Part-Time	\$.40	\$.42	\$.44

SICK LEAVE - ARTICLE VIII

All employees covered by this Agreement shall be eligible for twelve (12) paid sick days per year earned at the rate of one (1) day per month.

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Salawong
SEIU Local 82

Rasul Samuk
Topflite Building Services Inc.

5/31/05
Date

05/25/05
Date

WAGE DETERMINATION

WD 05-2103 (Rev.-6) was first posted on www.wdol.gov on 06/03/2008

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Shirley F. Ebbesen | Division of | Wage Determination No.: 2005-2103
Director | Wage Determinations | Revision No.: 6
Date Of Revision: 05/29/2008

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St Mary's
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King George, Loudoun, Prince William, Stafford

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	14.05
01012 - Accounting Clerk II	15.78
01013 - Accounting Clerk III	20.27
01020 - Administrative Assistant	25.95
01040 - Court Reporter	19.46
01051 - Data Entry Operator I	13.07
01052 - Data Entry Operator II	14.26
01060 - Dispatcher, Motor Vehicle	16.79
01070 - Document Preparation Clerk	13.64
01090 - Duplicating Machine Operator	13.64
01111 - General Clerk I	13.92
01112 - General Clerk II	15.32
01113 - General Clerk III	18.74
01120 - Housing Referral Assistant	23.83
01141 - Messenger Courier	11.25
01191 - Order Clerk I	14.74
01192 - Order Clerk II	16.29
01261 - Personnel Assistant (Employment) I	16.90
01262 - Personnel Assistant (Employment) II	18.90
01263 - Personnel Assistant (Employment) III	21.66
01270 - Production Control Clerk	21.29

01280 - Receptionist	13.18
01290 - Rental Clerk	16.16
01300 - Scheduler, Maintenance	16.16
01311 - Secretary I	17.26
01312 - Secretary II	19.41
01313 - Secretary III	23.83
01320 - Service Order Dispatcher	16.10
01410 - Supply Technician	25.95
01420 - Survey Worker	19.46
01531 - Travel Clerk I	12.59
01532 - Travel Clerk II	13.54
01533 - Travel Clerk III	14.54
01611 - Word Processor I	13.76
01612 - Word Processor II	16.16
01613 - Word Processor III	19.46
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.26
05010 - Automotive Electrician	21.37
05040 - Automotive Glass Installer	20.14
05070 - Automotive Worker	20.14
05110 - Mobile Equipment Services	17.31
05130 - Motor Equipment Metal Mechanic	22.53
05160 - Motor Equipment Metal Worker	20.14
05190 - Motor Vehicle Mechanic	22.53
05220 - Motor Vehicle Mechanic Helper	16.81
05250 - Motor Vehicle Upholstery Worker	19.66
05280 - Motor Vehicle Wrecker	20.14
05310 - Painter, Automotive	21.37
05340 - Radiator Repair Specialist	20.14
05370 - Tire Repairer	14.43
05400 - Transmission Repair Specialist	22.53
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.18
07041 - Cook I	11.97
07042 - Cook II	13.28
07070 - Dishwasher	9.82
07130 - Food Service Worker	10.66
07210 - Meat Cutter	16.07
07260 - Waiter/Waitress	8.82
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.05
09040 - Furniture Handler	12.78
09080 - Furniture Refinisher	18.39
09090 - Furniture Refinisher Helper	14.11
09110 - Furniture Repairer, Minor	16.31
09130 - Upholsterer	18.05
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.85
11060 - Elevator Operator	9.85

11090 - Gardener	15.70
11122 - Housekeeping Aide	10.89
11150 - Janitor	10.89
11210 - Laborer, Grounds Maintenance	12.07
11240 - Maid or Houseman	10.84
11260 - Pruner	11.37
11270 - Tractor Operator	14.19
11330 - Trail Maintenance Worker	12.07
11360 - Window Cleaner	11.31
12000 - Health Occupations	
12010 - Ambulance Driver	17.69
12011 - Breath Alcohol Technician	18.55
12012 - Certified Occupational Therapist Assistant	21.01
12015 - Certified Physical Therapist Assistant	21.01
12020 - Dental Assistant	16.90
12025 - Dental Hygienist	40.68
12030 - EKG Technician	24.77
12035 - Electroneurodiagnostic Technologist	24.77
12040 - Emergency Medical Technician	18.55
12071 - Licensed Practical Nurse I	18.60
12072 - Licensed Practical Nurse II	20.82
12073 - Licensed Practical Nurse III	22.85
12100 - Medical Assistant	14.23
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	16.06
12190 - Medical Record Technician	17.96
12195 - Medical Transcriptionist	17.93
12210 - Nuclear Medicine Technologist	31.82
12221 - Nursing Assistant I	9.75
12222 - Nursing Assistant II	10.96
12223 - Nursing Assistant III	13.02
12224 - Nursing Assistant IV	14.62
12235 - Optical Dispenser	18.34
12236 - Optical Technician	14.41
12250 - Pharmacy Technician	16.31
12280 - Phlebotomist	14.62
12305 - Radiologic Technologist	28.28
12311 - Registered Nurse I	26.73
12312 - Registered Nurse II	31.24
12313 - Registered Nurse II, Specialist	31.24
12314 - Registered Nurse III	37.77
12315 - Registered Nurse III, Anesthetist	37.77
12316 - Registered Nurse IV	45.28
12317 - Scheduler (Drug and Alcohol Testing)	18.85
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.55
13012 - Exhibits Specialist II	23.33
13013 - Exhibits Specialist III	28.11
13041 - Illustrator I	20.40

13042 - Illustrator II	25.28
13043 - Illustrator III	30.91
13047 - Librarian	28.00
13050 - Library Aide/Clerk	13.77
13054 - Library Information Technology Systems Administrator	25.29
13058 - Library Technician	19.05
13061 - Media Specialist I	17.03
13062 - Media Specialist II	19.05
13063 - Media Specialist III	21.24
13071 - Photographer I	14.67
13072 - Photographer II	17.18
13073 - Photographer III	21.52
13074 - Photographer IV	26.05
13075 - Photographer V	29.15
13110 - Video Teleconference Technician	17.59
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.78
14042 - Computer Operator II	19.88
14043 - Computer Operator III	22.17
14044 - Computer Operator IV	24.64
14045 - Computer Operator V	27.28
14071 - Computer Programmer I (1)	23.12
14072 - Computer Programmer II (1)	
14073 - Computer Programmer III (1)	
14074 - Computer Programmer IV (1)	
14101 - Computer Systems Analyst I (1)	
14102 - Computer Systems Analyst II (1)	
14103 - Computer Systems Analyst III (1)	
14150 - Peripheral Equipment Operator	17.78
14160 - Personal Computer Support Technician	24.64
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	34.77
15020 - Aircrew Training Devices Instructor (Rated)	42.72
15030 - Air Crew Training Devices Instructor (Pilot)	50.81
15050 - Computer Based Training Specialist / Instructor	31.26
15060 - Educational Technologist	30.88
15070 - Flight Instructor (Pilot)	50.81
15080 - Graphic Artist	26.80
15090 - Technical Instructor	23.87
15095 - Technical Instructor/Course Developer	29.19
15110 - Test Proctor	19.22
15120 - Tutor	19.22
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.29
16030 - Counter Attendant	9.29
16040 - Dry Cleaner	12.21
16070 - Finisher, Flatwork, Machine	9.29
16090 - Presser, Hand	9.29
16110 - Presser, Machine, Drycleaning	9.29

16130 - Presser, Machine, Shirts	9.29
16160 - Presser, Machine, Wearing Apparel, Laundry	9.29
16190 - Sewing Machine Operator	12.79
16220 - Tailor	13.57
16250 - Washer, Machine	10.16
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.95
19040 - Tool And Die Maker	23.05
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.90
21030 - Material Coordinator	21.29
21040 - Material Expediter	21.29
21050 - Material Handling Laborer	12.65
21071 - Order Filler	13.87
21080 - Production Line Worker (Food Processing)	17.90
21110 - Shipping Packer	14.46
21130 - Shipping/Receiving Clerk	14.46
21140 - Store Worker I	10.91
21150 - Stock Clerk	15.70
21210 - Tools And Parts Attendant	17.90
21410 - Warehouse Specialist	17.90
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.68
23021 - Aircraft Mechanic I	24.46
23022 - Aircraft Mechanic II	25.68
23023 - Aircraft Mechanic III	26.97
23040 - Aircraft Mechanic Helper	16.61
23050 - Aircraft, Painter	23.42
23060 - Aircraft Servicer	18.71
23080 - Aircraft Worker	19.90
23110 - Appliance Mechanic	20.60
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	24.98
23130 - Carpenter, Maintenance	20.88
23140 - Carpet Layer	19.33
23160 - Electrician, Maintenance	26.56
23181 - Electronics Technician Maintenance I	22.73
23182 - Electronics Technician Maintenance II	24.13
23183 - Electronics Technician Maintenance III	25.42
23260 - Fabric Worker	18.04
23290 - Fire Alarm System Mechanic	21.46
23310 - Fire Extinguisher Repairer	16.50
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	21.17
23380 - Ground Support Equipment Mechanic	24.46
23381 - Ground Support Equipment Servicer	18.71
23382 - Ground Support Equipment Worker	19.90
23391 - Gunsmith I	16.63

23392 - Gunsmith II	19.33
23393 - Gunsmith III	21.62
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.21
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	
24.37	
23430 - Heavy Equipment Mechanic	21.46
23440 - Heavy Equipment Operator	21.46
23460 - Instrument Mechanic	21.62
23465 - Laboratory/Shelter Mechanic	20.52
23470 - Laborer	14.27
23510 - Locksmith	19.76
23530 - Machinery Maintenance Mechanic	21.77
23550 - Machinist, Maintenance	21.62
23580 - Maintenance Trades Helper	15.10
23591 - Metrology Technician I	21.62
23592 - Metrology Technician II	22.78
23593 - Metrology Technician III	23.89
23640 - Millwright	25.63
23710 - Office Appliance Repairer	21.63
23760 - Painter, Maintenance	20.52
23790 - Pipefitter, Maintenance	23.19
23810 - Plumber, Maintenance	20.99
23820 - Pneudraulic Systems Mechanic	21.62
23850 - Rigger	21.62
23870 - Scale Mechanic	19.33
23890 - Sheet-Metal Worker, Maintenance	21.62
23910 - Small Engine Mechanic	20.05
23931 - Telecommunications Mechanic I	27.74
23932 - Telecommunications Mechanic II	29.24
23950 - Telephone Lineman	26.38
23960 - Welder, Combination, Maintenance	21.62
23965 - Well Driller	21.62
23970 - Woodcraft Worker	21.62
23980 - Woodworker	16.63
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.63
24580 - Child Care Center Clerk	16.15
24610 - Chore Aide	10.00
24620 - Family Readiness And Support Services Coordinator	14.25
24630 - Homemaker	16.75
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.10
25040 - Sewage Plant Operator	20.23
25070 - Stationary Engineer	26.10
25190 - Ventilation Equipment Tender	18.37
25210 - Water Treatment Plant Operator	20.23
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.43
27007 - Baggage Inspector	12.66

27008 - Corrections Officer	21.30
27010 - Court Security Officer	23.26
27030 - Detection Dog Handler	19.43
27040 - Detention Officer	21.30
27070 - Firefighter	22.39
27101 - Guard I	12.66
27102 - Guard II	19.43
27131 - Police Officer I	24.58
27132 - Police Officer II	28.24
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Equipment Worker	9.24
28210 - Gate Attendant/Gate Tender	13.01
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	14.56
28510 - Recreation Aide/Health Facility Attendant	10.62
28515 - Recreation Specialist	18.04
28630 - Sports Official	11.59
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.60
29020 - Hatch Tender	22.60
29030 - Line Handler	22.60
29041 - Stevedore I	20.82
29042 - Stevedore II	23.68
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	36.27
30011 - Air Traffic Control Specialist, Station (HFO) (2)	25.01
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	27.54
30021 - Archeological Technician I	17.82
30022 - Archeological Technician II	19.87
30023 - Archeological Technician III	25.95
30030 - Cartographic Technician	25.95
30040 - Civil Engineering Technician	23.78
30061 - Drafter/CAD Operator I	18.72
30062 - Drafter/CAD Operator II	20.94
30063 - Drafter/CAD Operator III	24.60
30064 - Drafter/CAD Operator IV	30.26
30081 - Engineering Technician I	20.95
30082 - Engineering Technician II	23.53
30083 - Engineering Technician III	26.31
30084 - Engineering Technician IV	32.61
30085 - Engineering Technician V	39.88
30086 - Engineering Technician VI	48.25
30090 - Environmental Technician	23.50
30210 - Laboratory Technician	22.36
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	20.71

30362 - Paralegal/Legal Assistant II	25.69
30363 - Paralegal/Legal Assistant III	31.38
30364 - Paralegal/Legal Assistant IV	37.97
30390 - Photo-Optics Technician	27.33
30461 - Technical Writer I	21.27
30462 - Technical Writer II	25.98
30463 - Technical Writer III	31.44
30491 - Unexploded Ordnance (UXO) Technician I	23.05
30492 - Unexploded Ordnance (UXO) Technician II	27.89
30493 - Unexploded Ordnance (UXO) Technician III	33.43
30494 - Unexploded (UXO) Safety Escort	23.05
30495 - Unexploded (UXO) Sweep Personnel	23.05
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	24.35
30621 - Weather Observer, Senior (2)	26.38
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	12.50
31030 - Bus Driver	18.19
31043 - Driver Courier	12.71
31260 - Parking and Lot Attendant	9.53
31290 - Shuttle Bus Driver	14.69
31310 - Taxi Driver	13.98
31361 - Truck driver, Light	14.69
31362 - Truck driver, Medium	17.18
31363 - Truck driver, Heavy	18.42
31364 - Truck driver, Tractor-Trailer	18.42
99000 - Miscellaneous Occupations	
99030 - Cashier	10.03
99050 - Desk Clerk	11.11
99095 - Embalmer	23.05
99251 - Laboratory Animal Caretaker I	10.47
99252 - Laboratory Animal Caretaker II	11.73
99310 - Mortician	29.98
99410 - Pest Controller	15.13
99510 - Photofinishing Worker	11.59
99710 - Recycling Laborer	16.51
99711 - Recycling Specialist	20.27
99730 - Refuse Collector	14.64
99810 - Sales Clerk	11.87
99820 - School Crossing Guard	12.51
99830 - Survey Party Chief	21.61
99831 - Surveying Aide	13.43
99832 - Surveying Technician	20.54
99840 - Vending Machine Attendant	13.68
99841 - Vending Machine Repairer	17.76
99842 - Vending Machine Repairer Helper	13.68

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.24 per hour or \$129.60 per week or \$561.60 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures

described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees

who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you

work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday

premium of 25% of your basic rate for each hour of Sunday work which is not overtime

(i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or

in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive

ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder

and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance

operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to

ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A

links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed (occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent

information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.