

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

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

DATE ISSUED: August 13, 2018

OPENING DATE: _____

OPENING TIME: _____

SOLICITATION NUMBER: DCSC-18-IFB-0123

CLOSING DATE: August 28, 2018

CLOSING TIME: 2:00 P.M.

OFFER/BID FOR: *DC Courts Trash and Recycling Services*

MARKET TYPE: Open Market

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

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

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

CONTRACT NO. _____ AWARD AMOUNT \$ _____	
ACCEPTED AS TO THE FOLLOWING ITEMS:	
CONTRACT PERIOD: _____	DISTRICT OF COLUMBIA COURTS BY: _____ CONTRACTING OFFICER AWARD DATE _____

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DC Courts Trash and Recyclable Materials Collection

All written communications regarding this solicitation should be addressed to the Contracting Officer and should be directed by e-mail to Amber Behrns, Contract Specialist at amber.behrns@dcsc.gov .

This solicitation is an open market procurement.

PART I

SECTION B - SUPPLIES OR SERVICES AND PRICE/COST

B.1 PURPOSE

The District of Columbia Courts (The Courts) are seeking one contractor to provide all labor, materials, equipment, containers, management, recordkeeping, reporting and other services necessary to perform trash and recyclable materials collection from various D.C. Courts facilities.

B.2 PRICING INFORMATION

The Courts intend to award a single contract resulting from this solicitation to the lowest responsive and responsible bidder. Bidders shall submit a price schedule, for the base period of one year and four option years, for the goods and services specified and in accordance with Section C, Description/ Specification/ Work Statement, of this Invitation for Bid (IFB).

B.3 TYPE OF CONTRACT

This is an Indefinite Delivery-Indefinite Quantity contract, with fixed unit prices, from which firm-fixed task orders will be issued.

B.3 ORDER LIMITATIONS

There is no limit on the number of orders that may be issued. The Courts may issue orders requiring performance at multiple locations on the same date.

B.4 PRICE SCHEDULE

The offeror shall complete the price schedule in attachment J.10 of this solicitation and in the unit price the cost shall be fully burden and inclusive of the applicable labor, materials, and administrative overhead necessary to conduct the service.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK

- C.1.1** The District of Columbia Courts (The Courts) Capital Projects and Facilities Management Division (CPFMD) is seeking one (1) contractor to provide all labor, materials, equipment, containers, management, recordkeeping, reporting, and other services necessary to perform trash and recyclable materials collection from various DC Courts facilities.
- C.1.2** The Contractor shall provide all required containers (initial requirements and replacement) at its own expense. All containers purchased by the Contractor shall remain the property and responsibility of the Contractor.
- C.1.3** The Courts reserve the right to add or remove services to DC Courts facilities or service locations at the Contractor's bid prices found in the schedule of this solicitation. The Contractor shall not have the right to seek an equitable adjustment under the Changes Clause in the District of Columbia Courts General Provisions (Attachment J.1) should The Courts exercise the right to add other facilities.

C.2 BACKGROUND

- C.2.1** DC Courts (the Courts) is the court of general jurisdiction in Washington, DC and the judicial branch of the District of Columbia government. It is comprised of the Court of Appeals (DCCA), the District of Columbia Superior Court (DCSC), and the Court System (DCCS). The courts employ approximately 1,500 professional staff, 24 magistrate judges, and 120 associate judges. The Courts' mission is to protect rights and liberties, uphold and interpret the law, and resolve disputes peacefully, fairly, and effectively in the Nation's Capital.
- C.2.2** The Courts' Judiciary Square campus comprised of six (6) buildings. Additionally, there are six (6) satellite offices throughout the District of Columbia and one (1) disaster recovery (DR) site located in Germantown, Maryland.
- C.2.3** The locations of service are as follows:

- | | |
|---------|--|
| C.2.3.1 | H. Carl Moultrie Courthouse
500 Indiana Ave. NW
Washington, DC 20001 |
| C.2.3.2 | DC Courts (Building A)
515 Fifth St. NW |

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	Washington, DC 20001
C.2.3.3	DC Courts (Building B) 510 4 th St. NW Washington, DC 20001
C.2.3.4	DC Courts (Building C) 410 E St. NW Washington, DC 20001
C.2.3.5	DC Court of Appeals 430 E St. NW Washington, DC 20001
C.2.3.6	DC Courts Warehouse 6217 Columbia Park Rd. Cheverly, MD 20785

C.2.4 Both the H. Carl Moultrie Courthouse and the DC Court of Appeals locations have a height restriction of 11 feet 6 inches.

C.3 DEFINITIONS

C.3.1 TRASH CONTAINER- A container used to store and transfer solid waste from premises to collection vehicle.

C.3.2 COLLECTION PRICE- The collection price is the Contractor's bid price for conducting a pick-up of a single trash container. This price includes the total price, including profit, for providing all containers, equipment, personnel, facilities, and support necessary to provide the container, pick-up a single container, and transport the collected refuse to a District of Columbia-designated disposal facility. This price does not include the disposal price.

C.3.3 COLLECTOR- Any person, employed by the Contractor or a subcontractor, who is engaged in the collection or transportation of solid waste.

C.3.4 CONTRACTOR- A commercially operated company or entity engaged by the District to perform pick-up and disposition of trash and recyclable materials at points located in the District and Maryland.

C.3.5 DISPOSAL PRICE- Price designated by the Contractor as the amount charged to the Courts to dispose of trash from a single trash container at a District-Approved Processing Facility. This price is a percentage of the per-ton tipping price charged, and is calculated

based on the amount of trash a container holds. This price does not include the collection price.

- C.3.6 DISTRICT-APPROVED PROCESSING FACILITY-** A licensed materials processing facility approved by the District and used for the sorting and marketing of recyclable material.
- C.3.7 DISTRICT-DESIGNATED DISPOSAL FACILITIES-** The waste disposal facilities owned by, operated by, or under contract or agreement with the District: the Fort Totten Transfer Station, or the Benning Road Transfer Station.
- C.3.8 PREMISES-** A building, together with any fences, walks, sheds, garages. Or other accessory buildings appurtenant to such building and the area of land surrounding the building and actually or forming one enclosure in which such building is located during construction.
- C.3.9 RECYCLABLES (RECYCLABLE MATERIALS) -** Any recyclable materials, including but not limited to paper, cardboard, metal, glass, or plastic, that are stored separately from solid waste for the purpose of collection, disposition, and recycling.
- C.3.10 RECYCLABLES PICK-UP-** The act of picking up a single container, emptying this container into the Contractor's truck, cleaning up any spillage or overflow, transporting and depositing the recyclables at a District-approved recycling site.
- C.3.11 RECYCLING CONTAINER-** A container used to store or transfer recyclable materials from the premises to collection vehicle.
- C.3.12 RECYCLING PRICE-** The Contractor's bid price for providing a container collecting designated recyclable material from a single container, and transporting and tipping the designated recyclable material at a District-Approved Single Stream Recycling Center. This price is the only price the Courts will pay the Contractor for providing containers and the entire recycling service described in this Section.
- C.3.13 TRASH PRICE-** Sum of the collection price plus disposal price.
- C.3.14 SINGLE STREAM RECYCLING-** Single stream consists of: mixed paper, soft cover publications, binders, paper board, plastics, glass, tin, and aluminum.
- C.3.15 TRASH (REFUSE, GARBAGE AND RUBBISH)-** Perishable and nonperishable solid wastes, including ashes, consisting of both combustible and noncombustible wastes, such as paper, food waste, yard rubbish, wood, grocer, bulk metal, furniture, or litter of any

kind. The terms "trash" and "refuse," as used herein shall not include recyclable material, or bio-hazardous waste, which shall be disposed of by other means.

C.3.16 TRASH PICK-UP- A pick-up shall be defined for the purposes of this contract as the act of picking up a single container, emptying this container into the Contractor's truck, cleaning up any spillage or overflow, and transporting and disposing of the trash at a District- designated disposal facility. 20, 30, or 40 cubic yard open-top or compactor containers shall be removed to a District-designated disposal facility and emptied and the container or another container of the same size shall be returned to its original position.

C.3.17 MISSED COLLECTIONS- TRASH AND RECYCLABLE- A missed collection is defined as the failure by the Contractor to provide a collection service pickup at a previously scheduled location during the course of that business day.

C.4 REQUIREMENTS

C.4.1 Compliance with Recycling Laws and Regulations

The Contractor shall comply with all Federal, State, District and local laws and regulations pertaining to the transport, processing, and sale of recyclable materials. Prior to contract start date, the Bidder shall obtain any and all necessary permits, registrations, and licenses for recycling in the District of Columbia.

- a) Restriction on Use of Recyclable Paper: Recyclable paper under this contract shall be used or sold as recyclable paper only. The Contractor shall not use, allow access to, or offer for resale any papers, documents, file record material or any other form of records as files, records, or for the information contained therein.
- b) Restriction on Paper Materials Recycled: Contractor shall abide by special privacy requirements.

C.5 CONTAINER REQUIREMENTS- TRASH AND RECYCLABLES

C.5.1 The Contractor shall provide all containers, equipment, personnel, management, recordkeeping, reporting, and other services necessary to provide for the safe and efficient collection of trash and recyclable materials.

C.5.2 The Contractor shall provide these services throughout the full term of the contract. The Contractor shall consider such costs in the Contractor's bid price. Bidders shall be prepared and equipped to provide single stream collections for the District of Columbia Courts. In some cases, the Courts may have large volumes of high grade paper to recycle; the bidders are requested to quote a percentage rate for the rebate that would be provided for that pull. For example, the Courts provide 20 tons of high-grade paper, the hauler

would provide an offset of percentage rate (%) based on the revenue generated from those pulls.

- C.5.3** The Contractor shall supply, maintain, and replace all containers for servicing each location. The Contractor shall consider such cost in the Contractor's bid price. The District reserves the right to change container size and any location during the term of the contract. The Contractor shall not have the right to seek an equitable adjustment under the Changes Clause in the District of Columbia Courts General Provisions should the Courts change container size and any location during the term of the contract.
- C.5.4** In the event The Courts elect to change the size of container(s), the Contractor shall make this change within five (5) working days of receiving the written order from the COTR. Container sizes and types are provided in the Price Schedule (Attachment J.10). The Contractor shall bear all cost of repairs to or replacements of containers and super-cans owned by the Contractor. The Contractor shall consider such costs in the Contractor's bid price. The Courts assume no responsibility for such damages or losses.
- C.5.5** The Contractor shall keep all containers free of dirt, debris and sticky substances at all times.
- C.5.6** The Contractor shall collect and dispose of all trash at a District-designated disposal facility (see Section C.5.14.4). The District retains the right to designate and to change the designation of District designated disposal facilities. The Contractor shall not have the right to seek an equitable adjustment under the Changes Clause in the Standard Contract Provisions should the District exercise this right to change designation of disposal facilities.
- C.5.7** The Contractor shall collect and deliver all recyclables to District-approved processing facilities for the purpose of further processing and marketing.
- C.5.8** Collections shall be made from the Courts designated collection locations in accordance with the schedule. Collections shall be during regular business hours. The Contractor shall provide a receipt to the COTR, which clearly indicates date of pick up, the quantity, estimated weight, point-person name and telephone number, and information of recycling center receiving empties.
- C.5.9** **WEIGHING PROCEDURES:** The Contractor has two methods for weighing removed recyclable material: (1) Official Weight Method, in which an official weight is established for containers of uniform make and size and, (2) Scale Method, in which loads of recyclable material are weighed on certified or District scales.

C.5.10 CONTAINER SPECIFICATIONS: The Contractor shall provide containers that meet or exceed the specifications as follows:

C.5.10.1 General Containers Specifications:

- a) Hauling Containers Requirements: All equipment must meet the safety requirements of the American National Standards Institute, standard number Z245.1, and waste equipment operating standards of the National Solid Waste Management Association (NSWMA). All equipment must have signage identifying it as a recycling or trash containers, and shall be painted on clearly identifiable colors and should be clearly labeled for its intended use (trash or recycling).
- b) All containers shall be capable of holding solid waste materials including garbage, refuse, rubbish, and yard waste; and recyclables such as glass containers, plastic containers, metal containers, newspaper, and office paper.
- c) Color: All trash containers shall be brown or green. Recycling containers shall be blue. Color shall be non-fading pigment. Pigment Volume Concentration (PVC) shall be a minimum of 1 %.
- d) The Contractor shall provide, at the time of bid submission, descriptive literature in the form of photographs and manufacturer's literature, including container dimensions, weight, and construction materials for each container size.
- e) Containers include but are not limited to utility carts different sizes, materials, and shapes; gaylords, self-contained compactors, and front-loaded, closed-top containers, pre-printed containers for the collection of single stream collections, recyclable paper only, commingle bottles and cans, or similar, as well as used printer cartridges collections bins or carts. In special cases, Contractor will be asked to provide pallets, shrink-wrap to securely transport commodities" from/to applicable recycling center.

C.5.10.2 Cubic Yard Front End/Rear End Loading Containers:

- a) The Contractor shall provide containers with the capacity of two (2), four (4), six (6), and eight (8) cubic yards. The container shall be

made of steel, and shall be designed with side pockets which enable it to be lifted by a hydraulic dumping unit and deposited in the hopper of a standard front-end/rear end loading garbage packer truck. The container may be stationary, or it may have wheels; wheeled containers shall be sufficiently immobile to remain stationary in case of incidental contact.

b) Materials: Containers, except for lids, shall be constructed from steel, and shall be capable of holding a full two (2) or four (4), six (6), and eight (8) cubic yards, respectively, of material with lids completely closed without bulging, splitting of seams, damage to doors, wheels or casters, or other damage of any kind.

c) Wheels and Casters: Wheels, if any, must have self-lubricating bearings, shall be attached to heavy-duty casters, and must be able to withstand the wear and tear of nominal container usage.

d) Lid: Container lids shall be permanently attached on one side with hinges, so that the container dumping operation can be performed without interference between the lid and the waste material as it falls into the hopper. When closed, the lid shall completely cover the inside of the container. Lids may be made of galvanized steel or of polyethylene with a recycled content of at least 25%. Closed lids must be secure enough to remain closed under windy conditions or from disturbance by foraging animals.

C.5.10.3 Roll-Off Containers, Non-Compacting:

a) The Contractor shall provide containers with the capacity of twenty (20), thirty (30), and forty (40) cubic yards compacting.

b) The container shall be stationary and made of steel, and shall be capable of being hauled by a standard tilt frame roll-off truck. Roll-off containers may be open top, or may have some form of lid or covering. These containers will include some form of mechanical compactor, either attached as part of the container assembly, or as an independent unit that may be disconnected from the container for container transport.

c) Materials: Containers shall be constructed from steel, and shall be capable of holding a level full twenty (20), thirty (30), or forty (40) cubic yards of material without bulging, splitting of seams, damage to doors, or other damage of any kind.

C.5.10.4 Compactors:

- a) Compactors may be permanently secured to containers as one unit, or they may be detachable from the actual container. In both cases the Contractor should make necessary inspections of each site to determine what type of equipment is required.

C.5.11 OPEN COLLECTION: In general, open collection shall require the Contractor to collect and dispose of trash or collect recyclables in standard metal or plastic refuse containers; bundled material; or other material prepared for non-containerized manual collection.

C.5.11.1 COLLECTION AND DISPOSAL OF TRASH: The Contractor shall collect trash so as not to allow spilling of trash on private or public property. The Contractor shall comply with all federal laws, and laws of the District, and the state of Maryland, applying to the storage, collection, transport and disposal of trash. The Contractor shall obtain and maintain all licensure requirements of each applicable jurisdiction. The Contractor shall collect trash at each service location listed in the awarded Aggregate Group(s).

C.5.11.2 Normal Pickups: Removal of trash will occur during normal operating hours, unless otherwise defined in this specification.

C.5.11.3 The Contractor shall not change the established weekly collection schedule prior to giving the COTR two (2) weeks written notice. The Contractor shall obtain written approval from the COTR prior to any changes. The Contractor shall implement schedule changes within five (5) working days from the date of written approval thereof.

C.5.11.4 The Contractor shall dispose of all trash collected pursuant to this contract at a District - designated disposal facility. These facilities are the Benning Road Transfer Station, 3200 Benning Road, 'NE; and the Fort Totten Transfer Station, 4900 Bates Street, NE.

C.5.11.5 The Contractor shall weigh the trash collected from the Courts' building locations prior to the disposal of trash at a District-designated disposal facility, and provide a Reporting Form including:

- a) Customer name
- b) Building name
- c) Address

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- d) Agency contact
- e) Phone
- f) Number of containers
- g) Pull type
- h) Size of containers
- i) Collection schedule (days/week)
- j) Number of pulls (Cubic Yards) – actual w/weight tickets for applicable sites
- k) Unit Price
- l) Collection
- m) Total # pulls
- n) Comments Section

C.5.11.6 The monthly reports are due every 5th day of the following month.

C.5.11.7 The Contractor shall report trash weights in such a fashion that will allow the Courts to ascertain how properties are performing on a monthly basis in support of diversion rates set forth by the District of Columbia Solid Waste and Multi-Materials Recycling Act.

C.5.13 COLLECTION AND PROCESSING OF RECYCLABLES

C.5.13.1 The Contractor shall collect single-stream recyclables from the Courts owned or leased buildings under this solicitation located in the District or Maryland. The Contractor shall not collect trash and recyclables in the same truck compartment. Recyclable materials collection shall be separate and distinct from trash collections. The Courts require single-stream recycling for the collection and transport of recyclable materials. Single-stream for the purpose of this solicitation means, all recyclable materials commingled into one recycling container. At a minimum, single-stream materials will include mixed- paper, soft-cover publications, binders, commingled bottles and cans, paper board, plastics, glass, tin and aluminum. Single-stream materials are to be taken to a District Approved Single Stream Recycling Center. The Courts will require weight tickets and associated reports to document recycling efforts. Due to space restrictions, some buildings may require more frequent pulls. The Contractor shall provide for the delivery of all recyclables collected pursuant to this contract at a District -approved processing facility. The Contractor shall collect recyclables at each service location listed.

- a) *Normal Pickups*: Removal of recycling will occur during normal operating hours of the Courts, unless otherwise defined in this specification.
- b) *Special Pickups*: Special pickups might be required at locations. Special pickups are mainly due to limits on maximum truck height clearance needed/required at some of our locations. The Contractor must coordinate with the COTR to identify these locations requiring special services within 10 days of contract award.
- c) The Contractor shall not change the established weekly collection schedule prior to giving the COTR two (2) weeks written notice. The Contractor shall obtain written approval from the COTR prior to any changes in the schedule. Upon approval, the Contractor shall implement schedule changes within five (5) working days.

C.5.13.2 The Contractor shall recycle the following commingled materials in support of the Courts' single-stream efforts: mixed office paper, including newspaper and all newspaper inserts, soft cover publications, hard-cover books, paper board and corrugated cardboard containers, glass, plastics, tin and aluminum metal and beverage containers.

C.5.13.3 The Contractor shall weigh the recyclables collected from the Courts' Building prior to their delivery to a District Approved Single Stream Processing Facility.

C.5.14 MAINTENANCE POINTS OF COLLECTIONS AND ENROUTE TO THE DISPOSAL FACILITY OR A DISTRICT-APPROVED RECYCLABLE PROCESSING FACILITY.

C.5.14.1 Under the terms of the contract, the Contractor shall be responsible for emptying all containers, and shall return them to its original position. NOTE: The Contractor shall be responsible for the cleanup of any spilled trash and/or recyclable materials resulting from the pick-up within ten (10) feet, of the container.

C.5.14.2 The Contractor shall collect, immediately, all trash and recyclable materials that are dropped by the Contractor or wind-blown to the ground at the pick-up points, on the collection route, or in-route to the disposal or processing facility. The Contractor shall also immediately pick-up, any trash or recyclables which overflow outside the container at the time of

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scheduled pick-up and delivery them to the disposal or processing facility at no additional cost to the Courts.

- C.5.14.3** **SECURITY REQUIREMENTS:** The Contractor and its employees shall comply with any security regulations on the facilities that they service.
- C.5.14.4** **STORAGE:** The COTR shall identify designated places at all collection areas for the Contractor to store or place recycling containers for recyclable collections.
- C.5.14.5** **MISSED COLLECTIONS–TRASH AND/OR RECYCLABLES:** Each location served under this contract has pre-assigned scheduled days of service. Changes to the schedule must be approved in advance by the COTR. In the event the Contractor fails to make a collection; the Courts may have another Contractor make the missed collection(s). In such case, the Contractor shall be responsible for the total cost incurred by the Courts.
- C.5.14.6** **MONTHLY REPORTING:**
Weights: The Courts requires weight reports and weight tickets from all District Approved Single Stream Recycling Centers and applicable trash transfer stations.
- The Contractor shall report recyclable weights in such a fashion that will allow the Courts to ascertain how properties are performing on a monthly basis in support of diversion rates set forth by the District of Columbia Solid Waste and Multi-Materials Recycling Act.
- C.5.15** **MARKINGS**
- C.5.15.1** **GENERAL:** All containers shall list in one easily readable location on the container, detailing of proper use of the container. On the front of the container, permanent stickers with a height between 2 and 4 inches shall denote the type of material to be collected in the container.

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SECTION D - PACKAGING AND MARKING

(This section is intentionally left blank)

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 have 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 to the contract requirements, the Courts may require the Contractor to perform the services again in conformity with the contract requirements, at no increase in the contract amount. When the defects in services cannot be corrected by performance, the Courts may:
- (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.
- E.2 Services will be accepted by the COTR.

SECTION F - DELIVERIES AND PERFORMANCE

F.1 TERM OF CONTRACT.

The term of the contract will be one year from date of award. The date of award shall be the date the Contracting Officer signs the contract document.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The Courts may extend the term of this contract for a period of four (4) one (1) year option periods, or a 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 thirty (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 thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.2.2 If the Courts exercise the option, the extended contract shall be considered to include the option provision.

F.2.3 The prices for the option periods shall be as specified in the contract.

F.2.4 The total duration of this contract including the exercise of any options under this clause shall not exceed five (5) years.

F.2.5 The exercise of any option is subject to the availability of funds at the time the option is exercised.

F.2.6 During any option year, contract requirements and deliverables remain the same as those in the base year.

F.3 DELIVERABLES

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

F.3.2 The Contractor shall provide the Courts' COTR with the deliverables specified below and within the designated timeframes.

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F.3.2.1

Item Number	Deliverable	Quantity	Format/Method of Delivery	Due Date	Deliver To
0001	Monthly Report on Trash	1	Electronic & Hard Copy	Five (5) days after each month	COTR
0002	Monthly Report on Recyclables	1	Electronic & Hard Copy	Five (5) days after each month	COTR

F.4 PERFORMANCE

F.4.1 The anticipated performance schedule is as follows and is subject to change as required by the Courts:

F.4.1.1

Location	Schedule	Days/Week
H. Carl Moultrie Courthouse	M-F	5
DC Courts Building A	M, W, F	3
DC Courts Building B	M, W, F	3
DC Court of Appeals	M, W, F	3
DC Courts Warehouse	Th	1

SECTION G- CONTRACT ADMINISTRATION DATA

G.1 PAYMENT/INVOICES

The Courts will make invoice payments under the terms and conditions specified in the contract. The Contractor will be compensated upon completion and acceptance of the work as specified in the contract. Payments shall be considered as being made on the day a check is dated or the date of an electronic funds transfer.

G.2 INVOICE SUBMITTAL

- G.2.1 The contractor shall be compensated as set forth below. Effective June 8, 2018 all invoices and payment request shall be submitted electronically through the U.S. Department of the Treasury's Invoice Processing Platform (IPP) System using the "Bill to Agency" of Interior Business Center-FMD. The IPP website address is <https://www.ipp.gov>. In addition, it is the vendors' (contractors') responsibility to be System for Awards Management (SAM) registered and in IPP. The vendors (contractors) must be SAM registered in order to register in IPP. The SAM website address is <https://www.sam.gov>.
- G.2.2 In order to receive payment, the Contractor must use the IPP website to register, access, and use IPP for submitting all invoice requests for payment(s). Assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via e-mail at IPPCustomerSupport@discal.treasury.gov or by phone (866) 973-3131.
- G.2.3 At a minimum, to constitute a proper invoice, the Contractor's invoice shall include the following information:
- a. Name and address of the Contractor
 - b. The purchase order number
 - c. Invoice date
 - d. Invoice number
 - e. Name of the Contracting Officer Technical Representative (COTR)
 - f. COTR e-mail address
 - g. Description, quantity, unit of measure, and extended price of the services or supplies actually rendered.
- G.2.4 Once the electronic invoice has been submitted through IPP, no later than 2 business days from the electronic submission, the Contractor must email and/or mail to the COTR a copy of the electronic invoice along with all the required supporting documentation as stated in the contract.

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G.2.5 The Contracting Officer's Technical Representative (COTR) shall review each electronic invoice for certification of receipt of satisfactory services prior to authorization of payment.

G.3 FINAL INVOICE

G.3.1 The Contractor shall submit final electronic invoice (s) within thirty (30) days after the expiration of this contract. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

G.3.2 The Contractor must contact the COTR in order to obtain a D.C. Courts Release of Claims form. Upon receipt of the form, the Contractor must complete and submitted the Release of Claims form as well as provide a copy of the final electronic invoice to the COTR.

G.4 TAX EXEMPT

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

G.5 PROMPT PAYMENT ACT

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

G.6 AUDITS

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

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

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

Louis W. Parker

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Administrative Officer
Administrative Services Division
District of Columbia Courts
616 H Street NW, Suite 616
Washington, D.C. 20001

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

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

Terrell Thomas
Facility Technician Assistant
Capital Projects and Facilities Management Division
616 H Street NW, Suite 622
Washington DC, 20001
Telephone Number: 202-879-4265
Terrell.Thomas@dcsc.gov

G.7 AUTHORIZED REPRESENTATIVE OF THE CONTRACTING OFFICER

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

G.7.2 THE RESULTANT CONTRACTOR IS HEREBY FOREWARNED THAT ABSENT THE REQUISITE AUTHORITY OF THE COTR TO MAKE ANY SUCH CHANGES, CONTRACTOR MAY BE HELD FULLY RESPONSIBLE FOR ANY CHANGES NOT AUTHORIZED IN ADVANCE, IN WRITING, BY THE CONTRACTING OFFICER, MAY BE DENIED COMPENSATION OR OTHER RELIEF FOR ANY ADDITIONAL WORK PERFORMED THAT IS NOT SO AUTHORIZED, AND MAY BE ALSO BE REQUIRED, AT NO ADDITIONAL COST TO THE COURTS, TO TAKE ALL CORRECTIVE ACTION NECESSITATED BY REASON OF THE UNAUTHORIZED CHANGES.

SECTION H - SPECIAL CONTRACTS REQUIREMENTS

H.1 OTHER CONTRACTORS

The Contractor shall not commit or permit any act which will interfere with the performance of work done by any other Courts Contractor or by any Courts employee. If another contractor is awarded a future contract for performance of the required services, the original contractor shall cooperate fully with the Courts and the new contractor in any transition activities which the Contracting Officer deems necessary during the term of the contract.

H.2 DISCLOSURE OF INFORMATION

H.2.1 Any information made available by the District of Columbia Courts shall be used only for the purposes of carrying out the provisions of this contract, and shall not be divulged nor made known in any manner to any person except as may be necessary in the performance of the contract.

H.2.2. In performance of this Contract, the Contractor agrees to assume responsibility for protection of the confidentiality of Courts records and that all work shall be performed under the supervision of the Contractor or the Contractor's responsible employees.

H.2.3 Each office or employee of the Contractor to whom information may be available or disclosed shall be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions.

H.2.4 No information regarding the Contractor's performance of the contract shall be disclosed by the Contractor to anyone other than the District of Columbia Courts officials unless written approval is obtained in advance from the Contracting Officer.

H.3 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by Wage Determination No. 2015-4281, Revision No. 11, date of last revision: 07/03/2018, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Section J.11 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for

the option periods and the Contractor may be entitled to an equitable adjustment.

H.4 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

During the performance of the contract, the Contractor and any of its subcontractors shall comply with section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. §794 *et seq.*

H.5 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of this contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 *et seq.*

H.6 SECURITY REQUIREMENTS

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

H.7 CONTRACTOR MANAGEMENT RESPONSIBILITY

The Contractor shall appoint a Project Manager who will be the Contractor's Authorized Representative for technical and administrative performance of all services required hereunder. The Project Manager shall provide the single point of contact through which all Contractor/Court communications, work and technical direction shall flow. The Project Manager will be present at scheduled deliverables presentations and responsible for insuring that any requested changes be made to the final product. The Contractor shall identify the Project Manager, in writing, within 5 days of contract award.

H.8 SUSPENSION OF WORK

H.8.1 The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Courts.

H.8.2 If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or

negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

H.8.3 A claim under this clause shall not be allowed-

- a. For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and
- b. Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

H.9 COURT DELAY OF WORK

H.9.1 If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

H.9.2 A claim under this clause shall not be allowed-

- a. For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved; and
- b. Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

H.10 SAFETY PRECAUTIONS

H.10.1 The Contractor shall perform all work in accordance with the Safety Standards of the District of Columbia and the Occupational Safety and Health Act of 1970.

H.10.2 The Contractor or his representative shall be thoroughly familiar with these standards and have copies of the same available at the project site at all times.

H.10.3 The Courts its officers, agents, servants and employees shall not be held liable for any

property damages or physical harm resulting from inadequate protection.

H.11 USE OF PREMISES

H.11.1 The Contractor shall not load or permit the loading of any part of any structure to such an extent as to endanger its safety.

H.11.2 The Contractor shall comply with the regulations governing the operation of premises, which are occupied and shall perform his contract in such a manner as not to interrupt or interfere with the conduct of Court.

H.11.3 Any work necessary to be performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the Court.

H.11.4 The Contractor shall use only such entrances to the work area as designated by the COTR.

H.11.5 Any work, once started, shall be completed as rapidly as possible and without unnecessary delay.

H.11.6 Only such portions of the premises as required for proper execution of the contract shall be occupied.

H.11.7 All work shall be performed in such manner as to cause minimum annoyance to occupants of adjacent premises and interference with normal traffic.

H.11.8 Work performed in existing buildings shall be executed in a manner that will cause minimum interference with facility occupants.

H.11.9 All work shall be carried on in an orderly manner performed in such manner to cause minimum:

- a. Interference with or disruption of normal activities in the building which is occupied; and
- b. Noises or disturbances.

H.12 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

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

H.13 CONSENT TO SUBCONTRACT

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

H.14 SUBCONTRACTS

- H.14.1 Nothing contained in the contract documents shall be construed as creating any contractual relationship between any subcontractor and the Court.
- H.14.2 The divisions or sections of the specifications are intended to control the Contractor in dividing the work among the subcontractors or to limit the work performed by any trade.
- H.14.3 The Contractor shall be as fully responsible to the Court for the acts and omissions of subcontractors, and of persons employed by them as he is for the acts and omissions of persons directly employed by him.
- H.14.4 The Contractor shall be responsible for the coordination of the trades, subcontractors, materials, and persons engaged upon his work.
- H.14.5 The Court will not undertake to settle any differences between the Contractor and his subcontractors or between subcontractors.
- H.14.6 Any work or service so subcontracted shall be performed pursuant to a subcontract agreement which the Courts shall have the rights to review and approve prior to its execution. Notwithstanding any such subcontract approved by the Court, the Contractor shall remain liable to the Courts for all contractors' work and services required hereunder.

H.15 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the Court's Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

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H.16 COMPLETION OF CONTRACT

Contractor shall have fulfilled its obligation when the Court determines the Contractor has consistently provided services as described in the Statement of Work (DC Courts Contract) until the end of the contract period.

PART II

SECTION I - CONTRACT CLAUSES

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

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

I.2 RESTRICTION ON DISCLOSURE AND USE OF DATA

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

I.3 DISPUTES

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

I.4 EXAMINATION OF BOOKS AND RECORDS

The Contracting Officer or any of the Contracting Officer's duly authorized representatives shall, until three years after final payment, have the right to examine any directly pertinent books, documents, papers and record of the Contractor involving transactions related to the contract.

I.5 RECORD KEEPING

The Contractor shall be expected to maintain complete and accurate records justifying all actual and accrued expenditures. The Contractor's records shall be subject to periodic audit by the Court.

I.6 NON-DISCRIMINATION

- I.6.1 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 PROTEST

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

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

- I.7.2 A protest shall include the following:

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

I.8 DEBRIEFING

An unsuccessful offeror may request a debriefing by submitting a written request to the Contracting Officer at the address specified in I.7 above within (3) calendar days from the date of receipt of the notification of award.

I.9 INSURANCE

- I.9.1. General Requirements: 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 District of Columbia Courts as an additional insured. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with Ten (10) days prior written notice

in the event of non-payment of premium. The Contractor must submit to the Contracting Officer a certificate of insurance as evidence of compliance within ten (10) calendar days after request.

a. **General Liability Insurance.** The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability; and independent contractors. The policy coverage shall include the District of Columbia Courts as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia Courts, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

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

c. **Workers' Compensation Insurance.** The Contractor shall provide Workers' Compensation insurance covering all of its employees working in conjunction with the performance of this contract. Contractor agrees to comply at all times with applicable Federal and District of Columbia workers' compensation and occupational disease statutes.

d. **Employer's Liability Insurance.** The Contractor shall provide employer's liability insurance as follows: \$500,000.00 per accident for injury; \$500,000.00 per employee for disease; and \$500,000.00 for policy disease limit.

e. **Professional Liability Insurance (Errors & Omissions).** The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$3,000,000 annual aggregate.

f. **Crime Insurance (3rd Party Indemnity).** The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the Courts. The policy shall provide a limit of \$50,000 per occurrence. This coverage shall be endorsed to name the District of Columbia Courts as joint-loss payee, as their interests may appear.

g. **Environmental Liability Insurance.** The Contractor shall provide a policy to cover costs associated with bodily injury, property damage and remediation expenses associated with pollution incidents including, but not limited to, mold, asbestos or lead removal. The policy shall provide a minimum of \$1,000,000 in coverage per incident

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and \$2,000,000 aggregate.

- I.9.2. Duration: The Contractor shall carry all required insurance until all contract work is accepted by the Courts, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- I.9.3. Liability: These are the required minimum insurance requirements established by the Courts. However, the required minimum insurance provided above will not in any way limit the Contractor's liability under this Contract.
- I.9.4. Contractor's Property: Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia Courts.
- I.9.5. Measure of Payment: The Courts shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- I.9.6. Notification: The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- I.9.7. Certificates of Insurance: The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

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

- I.9.8. Disclosure of Information: The Contractor agrees that the Courts may disclose the name and contact information of its insurers to any third party which presents a claim against the Courts for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract

I.10 RIGHTS IN DATA

- I.10.1 "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The

term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

- I.10.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.
- I.10.3 The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.10.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.10.5 All data first produced in the performance of this Contract shall be the sole property of the Courts. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the Courts under this Contract, are works made for hire and are the sole property of the Courts; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the Courts the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the Courts all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or

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in part or in any manner or form, or authorize others to do so, without written consent of the Courts until such time as the Courts may have released such data to the public.

- I.10.6 The Courts will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- a. Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any Courts installation to which the computer may be transferred by the Courts;
 - b. Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
 - c. Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.10.7 The restricted rights set forth in section I.10.6 are of no effect unless

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

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. DCSC-18-IFB-0123 With _____ (Contractor's Name); and

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

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- I.10.8 In addition to the rights granted in Section I.10.6 above, the Contractor hereby grants to the Courts a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.10.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the Courts under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the Courts under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the Courts any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.10.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.10, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the Courts' or the Contractor's rights in that subcontractor data or computer software which is required for the Courts.
- I.10.10 For all computer software furnished to the Courts with the rights specified in Section I.10.5, the Contractor shall furnish to the Courts, a copy of the source code with such rights of the scope specified in Section I.10.5. For all computer software furnished to the Courts with the restricted rights specified in Section I.10.6, the Courts, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the Courts under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.9.11 The Contractor shall indemnify and save and hold harmless the Courts, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.10.12 Nothing contained in this clause shall imply a license to the Courts under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the Courts under any patent.

I.10.13 Paragraphs I.9.6, I.9.7, I.9.8, I.9.11 and I.9.12 above are not applicable to material furnished to the Contractor by the Courts and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

I.11 CANCELLATION CEILING

I.11.1 In the event of cancellation of the contract because of non-appropriation for any fiscal year after fiscal year 2018, there shall be a cancellation ceiling of zero dollars representing reasonable preproduction and nonrecurring costs, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

I.12 LAWS AND REGULATIONS

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

I.13 GOVERNING LAW

I.13.1 This Contract, and any disputes arising out of or related to this Contract, shall be governed by, and construed in accordance with the laws of the District of Columbia.

I.14 ETHICS IN PUBLIC CONTRACTING

I.14.1 The Bidder shall familiarize itself with the Courts' policy entitled "Ethics in Public Contracting" (attachment J.3). The Bidder shall abide by such provisions in submission of its bid and performance of any contract awarded.

I.15 ORDER OF PRECEDENCE

I.15.1 Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- a. Supplies and Services or Price/Cost Section (Section B);
- b. Specifications/Work Statement (Section C);
- c. Special Contract Requirements (Section H);
- d. Deliveries and Performance (Section F);

- e. Contract Clauses (Section I);
- f. Contract Administration Data (Section G);
- g. Inspection and Acceptance (Section E); and
- h. Contract Attachments (Section J) in the order they appear.

I.16 CONTINUITY OF SERVICES

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

- (1) Furnish phase-in training; and
- (2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

b. The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

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

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

PART III

LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS AND APPENDIX

J.1	General Provisions Applicable to D.C. Courts Contracts
J.2	Anti-Collusion Statement
J.3	Ethics in Public Contracting
J.4	Non-Discrimination
J.5	Certification of Eligibility
J.6	Tax Certification Affidavit
J.7	District of Columbia Courts Release of Claims
J.8	Past Performance Evaluation
J.9	Supplier Information Form DCCSF
J.10	Contractor's Price Schedule
J.11	Wage Determination No. 2015-4281, Rev. 11

**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 proposal, the offeror, if other than an individual who is making an proposal 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 -

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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 5 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

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employee who is convicted of a drug abuse violation occurring in the workplace:

- (i) Take appropriate personnel action against such employee, up to and including termination; or
- (ii) Require such employee to satisfactorily participate in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

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

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

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

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

K.1.6 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE

Print Name of Authorized
Representative

Title

Signature of Authorized
Representative

REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS

K.2. ACKNOWLEDGMENT OF AMENDMENTS

The 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.

K.3. 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 28 of the District of Columbia Courts General Contract Provisions.
- () The Offeror is not a Regular Dealer pursuant to Clause 28 of the District of Columbia Courts General Contract Provisions.

(b) Manufacturer

- () The Offeror is a Manufacturer pursuant to Clause 28 of the District of Columbia Courts General Contract Provisions.
- () The Offeror is not a Manufacturer pursuant to Clause 28 of the District of Columbia Courts General Contract Provisions.

K.4. OFFICERS NOT TO BENEFIT CERTIFICATION

Each Offeror shall check one of the following:

- ____ (a) No person listed in Clause 21 of the District of Columbia Courts General Contract Provisions will benefit from this contract.
- ____ (b) The following person(s) listed in Clause 21 of the District of Columbia Courts General Contract Provisions may benefit from this contract. For each person listed, attach the affidavit required by Clause 21 of the District of Columbia Courts General Contract Provisions.

K.5. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- (a) Each signature on the proposal is considered to be a certification by the signatory that:
 - (1) The prices in this proposal 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 a proposal, or (iii) the methods or factors used to calculate the price proposal;
 - (2) The prices in this proposal have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other offeror or competitor before proposal 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 a proposal for the purpose of restricting competition.
- (b) Each signature on the proposal 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 proposal, 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 principals 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 proposal 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) (1) 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 deletes or modifies subparagraph (a) (2) above, the Offeror must furnish with its proposal a signed statement setting forth in detail the circumstances of the disclosure.

K.6. TYPE OF BUSINESS ORGANIZATION

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

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K.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. Individuals must submit their social security numbers.

Please list below applicable vendor information:

Federal Tax Identification Number: _____

Or

Social Security Number: _____

Dun and Bradstreet Number: _____

Legal Name of Entity Assigned this Number: _____

Street Address and/or Mailing Address: _____

City, State, and Zip Code: _____

Type of Business: _____

Telephone Number: _____

Fax Number: _____

E-mail: _____

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 V
REPRESENTATIONS AND INSTRUCTIONS

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 METHOD OF AWARD

- L.1.1. The Courts reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the Courts.
- L.1.2. The Courts intends to award a single contract resulting from this solicitation to the responsive and responsible bidder whose bid meets the requirements set forth in this solicitation, and is the total lowest bid price.

L.2. PREPARATION AND SUBMISSION OF BIDS

- L.2.1. **Bidders shall submit one (1) signed original (mailed or hand delivered), one (1) electronic (pdf) signed copy of the bid, AND one (1) electronic (xlsx) copy of attachment J.10.** 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 bids. Offerors shall submit all pages of the Invitation for Bid (IFB), all attachments, and all documents containing the offeror's proposal.
- L.2.2. The offeror shall submit his/her proposal in a sealed proposal package conspicuously marked as follows:
Name and Address of the offeror
Solicitation Number: DCSC-18-IFB-0123
Caption: DC Courts Trash and Recyclable Materials Collection
Solicitation Closing Date: August 28, 2018
Solicitation Closing Time: 2:00PM
- L.2.3. The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each offeror shall return the complete solicitation as its bid.
- L.2.4. The Courts may reject as non-responsive any bid that fails to conform in any material respect to the solicitation.

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L.2.5. The Courts may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Offerors shall make no changes to the requirements set forth in the solicitation.

L.2.6. The bidder must bid a price in accordance with section B and Attachment J.10 of this solicitation to be considered for this award. Failure to bid on all CLINs in the attached Contractor's Price Schedule will render the offer non-responsive and disqualify a bid.

L.2.7. Offers shall be mailed and/or hand delivered to the following address:

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

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

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

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

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

Amber.Behrns@dcsc.gov

L.3. CONFIDENTIALITY OF SUBMITTED INFORMATION

L.3.1 Bidders who include in their bids 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 bid document with the following legend:

"This bid includes data that shall not be disclosed outside the District of Columbia Courts and shall not be duplicated, used or disclosed in whole or in

part for any purpose except for use in the procurement process."

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

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

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

L.4. BID PRICE

- L.4.1. The bid price must be submitted using the format provided in this solicitation. The bidder's price bid shall become a part of the awarded contract. The bidder's price bid for each course shall be inclusive of all costs necessary for delivering training services.

L.5. BID SUBMISSION DATE AND TIME, LATE SUBMISSION, MODIFICATIONS, AND WITHDRAWALS

- L.5.1. Offers shall be submitted no later than the date and time specified in the solicitation. Bids, modifications to bids, or requests for withdrawal that are received in the designated Courts office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- a. The bid or modification was sent by registered or certified mail no later than the fifth (5th) calendar day before the date specified for receipt of bids;
- b. The bid or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the Courts after receipt; or
- c. The bid is the only bid received.

- L.5.2. 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

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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 bidder can furnish evidence from the postal authorities of timely mailing.

- L.5.3. A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.
- L.5.4. A late modification of a successful bid which makes its terms more favorable to the Courts shall be considered at any time it is received and may be accepted.
- L.5.5. A late bid, late modification or late withdrawal of bid that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful bids resulting from this solicitation.

L.6. **QUESTIONS**

- L.6.1. Questions concerning this Invitation for Bid must be directed in writing no later than Thursday, August 16, 2018 at 2:00 PM (EST) to:

Amber Behrns, Contract Specialist
Procurement and Contracts Branch
Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 612
Washington, D.C. 20001
Telephone Number: (202) 879-2838
Facsimile Number: (202) 879-2835
Email: Amber.Behrns@dcsc.gov

- L.6.2. For further information on submission of questions, please refer to section L.7. of this solicitation.

L.7. **EXPLANATION TO PROSPECTIVE BIDDERS**

- L.7.1. **Any prospective bidder desiring an explanation or interpretation of this solicitation must request it in writing at least five (5) days prior to the proposal receiving date.** Requests should be directed to the procurement contact person at the address listed in Section L.6. Any substantive information given to a prospective bidder concerning a

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solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of, it would be prejudicial to any other prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

L.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 and Administrative Officer of the District of Columbia Courts.

L.9. OFFICIAL BID

L.9.1. Bids signed by an agent shall be accompanied by evidence of that agent's authority unless that evidence has been previously furnished to the Contracting Officer.

L.10. CERTIFICATIONS, AFFIDAVITS AND OTHER SUBMISSIONS

L.10.1. Bidders shall complete and return with their price bid Page 1 Solicitation, Offer and Award for Supplies and Services; any Amendment(s); Section K; Attachment J.3- Ethics in Public Contracting; J. 4- Non-Discrimination; J.5- Certification of Eligibility; J.6- Tax Certification Affidavit; J.8- Past Performance Evaluation Form(s); J. 9- Supplier Information Form DCCSF; and J.10 Contractor's Price Schedule.

L.10.2 No award shall be made unless the Contracting Officer makes confirmation or affirmative determination of responsibility for the potential contractor. ***THE POTENTIAL CONTRACTOR MUST BE REGISTERED IN SYSTEM FOR AWARD MANAGEMENT (SAM) PRIOR TO AWARD OF CONTRACT. REGISTER AT WWW.SAM.GOV.***

L.11. RETENTION OF BIDS

L.11.1. All bid documents shall be the property of the District of Columbia Courts and retained by the Courts, and therefore will not be returned to the bidders. One (1) copy of each bid shall be retained for official files and will become a public record after the award and open to public inspection. It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the Courts except as to the disclosure restrictions contained in Section L.3.

L.12. PUBLIC DISCLOSURE UNDER FOIA

L.12.1. Trade secrets or proprietary information submitted by a bidder in connection with procurement shall not be subject to public disclosure under the District of Columbia Freedom of Information Act (FOIA). This Act is not applicable to the Court. However, the bidder must invoke the protection of this section prior to or upon submission of the data or other materials; must identify the specific area or scope of data or other materials to be protected; and state the reasons why protection is necessary. A blanket proscription that the bidder's entire proposal is proprietary will have no effect whatsoever.

L.13. EXAMINATION OF SOLICITATION

L.13.1. Bidders are expected to examine the Statement of Work and all instructions and attachments in this solicitation. Failure to do so will be at the bidder's risk.

L.14. ACKNOWLEDGMENT OF AMENDMENTS

L.14.1. Bidders shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) identifying the amendment number and date in the proposal; or (c) letter. The District of Columbia Courts must receive the acknowledgment by the date and time specified for receipt of bids. Bidder's failure to acknowledge an amendment may result in rejection of the proposal.

L.15. RIGHT TO REJECT BIDS

L.15.1. The Courts reserve the right to reject, in whole or in part, any and all bids received as the result of this solicitation.

L.16. BID PREPARATION COSTS

L.16.1. Each bidder shall bear all costs it incurs in providing responses to this solicitation and for providing any additional information required by the Courts to facilitate the evaluation process. The successful bidder shall also bear all costs incurred in conjunction with contract development and negotiation.

L.17. PRIME CONTRACTOR'S RESPONSIBILITIES

L.17.1. Each bidder may propose services that are provided by others, but any service(s) proposed must meet all of the requirements of this IFB.

L.17.2. If the bidder's bid includes services provided by others, the bidder 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 IFB.

L.18. CONTRACT TYPE

L.18.1. This is an **Indefinite Delivery-Indefinite Quantity** contract, with fixed unit prices, from which firm-fixed task orders will be issued.

L.19. FAILURE TO RESPOND TO SOLICITATION

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

L.20. SIGNING BIDS AND CERTIFICATIONS

L.20.1. Each proposal must provide a full business address and telephone number of the bidder and **BE SIGNED BY THE PERSON OR PERSONS LEGALLY AUTHORIZED TO SIGN CONTRACTS**. All correspondence concerning the bid or resulting contract will be mailed to the address shown above on the proposal in the absence of written instructions from the bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must include the signature and title of the person having authority to sign for the corporation. Upon request, a Bidder shall provide to the Courts satisfactory evidence of authority of the person signing on behalf of the corporation. If an agent signs a bid, the bidder shall submit to the Contracting Officer, the agent's authority to bind the bidder. Bidder shall complete and sign all Representations and Acknowledgments, as appropriate. Failure to do so may result in the bid being rejected.

L.21. ERRORS IN BIDS

L.21.1. Bidders are expected to read and fully understand all information and requirements contained in the solicitation. Failure to do so will be at the bidder's risk. In the event of a discrepancy between the unit price and the extended price, the unit price shall govern.

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L.22. ACCEPTANCE PERIOD

L.22.1. The Bidder agrees to keep its bid open for a period of one hundred and twenty (120) days from the date specified for the submission of bids.

PART VI
SECTION M - EVALUATION FACTORS

M.1 PROSPECTIVE CONTRACTOR'S RESPONSIBILITY

M.1.1 In order to receive an award under this solicitation, the Court's Contracting Officer must determine that the prospective contractor has the capability in all respects to perform fully the contract requirements. To be deemed responsible, a prospective contractor must establish that it has:

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

M.1.2 The Courts reserves the right to request, from a prospective contractor, information necessary to determine the prospective contractor's responsibility. Information is to be submitted upon the request of the Courts within the time specified in the request. Failure of a offeror to comply with a request for information may subject the offeror's proposal to rejection on responsibility grounds. If a prospective contractor fails to supply the requested information, the Court's Contracting Officer shall make the determination of responsibility or non-responsibility based on available information. If the available information is insufficient to make a determination of non-responsibility, the Court's Contracting Officer shall determine the offeror to be non-responsible.

M.1.3. The Courts intend to award a contract from this solicitation based on price and price related factors.