

**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: December 14, 2018

OPENING DATE: N/A

OPENING TIME: N/A

CLOSING DATE: January 15, 2019

CLOSING TIME: 2:00 pm

SOLICITATION NUMBER: DCSC-19-RFP-0011

OFFER/BID FOR: District of Columbia Courts Janitorial Services

MARKET TYPE: Open Market
(Sealed Proposals)

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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 and title of Person Authorized to Sign Offer: (Type or Print)
Name: Street: City, State: Zip Code:	Signature _____ Date: _____ (Seal)
Area Code & Telephone Number:	Impress Corporate Seal _____ (Seal) Corporate (Secretary) _____ (Attest)

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

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

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

All written communications regarding this solicitation should be addressed to the Contracting Officer and should be directed by e-mail to Toshia Jackson, Contract Specialist at toshia.jackson@dsc.gov.

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PART I
SECTION B - SUPPLIES OR SERVICES AND PRICE/COST

B.1 SERVICES

The District of Columbia Courts (the Courts) are seeking a qualified Contractor to provide janitorial and related supplemental services to the Courts facilities. For the consideration set forth below, the Contractor shall provide the deliverables or outputs described in **Section F** in accordance with the performance standards specified in **Section F** based on the description/Specifications/Work Statement found in **Section C** of this solicitation document.

- B.1.1 Offerors are advised to read the entire solicitation in order to be fully aware of all requirements, provisions and clauses. Fill-ins should be properly completed and verified. All copies should contain the same information. Offerors shall verify all calculations before submitting the price proposals.

B.2 SITE VISITS

Offerors are urged to inspect each site where services are to be performed and to satisfy themselves regarding all general and local conditions which may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the sites constitute grounds for a claim before or after contract award, or administrative release after contract award. Additionally, the Courts will not be responsible for missed site visits due to late arrivals.

- B.2.1 Site visits are being provided for prospective vendors over a period of two days. The first site visit will be held on Wednesday, December 19, 2018 and will consist of visiting the buildings located on the DC Courts campus including Gallery Place, as outlined in this solicitation. The site visit will continue on Thursday, December 20, 2018 for the Court occupied buildings located off-site throughout the District of Columbia as outlined in this solicitation. For both days, the meeting time will be at 10:00 am (EST). All participating vendors are expected to be prompt. The meeting location will be at Gallery Place, 616 H Street, NW, Washington DC, on the atrium of the 6th floor.

B.3 ESTIMATED COST, FIXED FEE

The Offeror shall submit a price schedule, for a base period of one year and the four option years, for the services specified and in accordance with **Section C**, Description/Specifications/Work Statement, of this Request for Proposal (RFP).

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B.4 CONTRACT TYPE

The Courts contemplate the award of a Fixed price contract with payments based on firm fixed unit prices.

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B.5 PRICE SCHEDULE

B.5.1 Base Year

Janitorial Services Pricing Summary Sheet					
Facility	Address	Total Est. Cleanable Square Feet	Price per Square Foot	Monthly Price	Base Year Amount
Gallery Place	616 H St. NW	53,687	\$	\$	\$
HCM Courthouse (Moultrie)	500 Indiana Ave NW	462,705	\$	\$	\$
Building A	515 5 th St. NW	67,005	\$	\$	\$
Building B	510 4 th St. NW	75,428	\$	\$	\$
Building C	410 E St. NW	35,526	\$	\$	\$
Court of Appeals (Building D)	430 E St. NW	59,999	\$	\$	\$
BARJ	2575 Reed St. NE	10,477	\$	\$	\$
SW Garage (2 Levels)	449 5 th St. NW	20,000	\$	\$	\$
BARJ	1201 South Capitol St. SW	736	\$	\$	\$
BARJ	1215 South Capitol St. SW	3,766	\$	\$	\$
BARJ	118 Q St. NW	6,011	\$	\$	\$
BARJ	920 Rhode Island Ave. NE	5,391	\$	\$	\$
DC Courts Warehouse	6217 Columbia Park Road	1,731	\$	\$	\$
Total Cleanable SQ FT		802,462	\$	\$	\$
Supplementary Services					
Activity	Total Estimated Cleanable Square Feet	Hourly Cost		Base Year Amount	
Spot Pest Control	As Requested	\$		\$	
Snow and Ice Removal	As Requested	\$		\$	

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B.5.2 Option Year One

Janitorial Services Pricing Summary Sheet					
Facility	Address	Total Est. Cleanable Square Feet	Price per Square Foot	Monthly Price	Option Year One Amount
Gallery Place	616 H St. NW	53,687	\$	\$	\$
HCM Courthouse (Moultrie)	500 Indiana Ave NW	462,705	\$	\$	\$
Building A	515 5 th St. NW	67,005	\$	\$	\$
Building B	510 4 th St. NW	75,428	\$	\$	\$
Building C	410 E St. NW	35,526	\$	\$	\$
Court of Appeals (Building D)	430 E St. NW	59,999	\$	\$	\$
BARJ	2575 Reed St. NE	10,477	\$	\$	\$
SW Garage (2 Levels)	449 5 th St. NW	20,000	\$	\$	\$
BARJ	1201 South Capitol St. SW	736	\$	\$	\$
BARJ	1215 South Capitol St. SW	3,766	\$	\$	\$
BARJ	118 Q St. NW	6,011	\$	\$	\$
BARJ	920 Rhode Island Ave. NE	5,391	\$	\$	\$
DC Courts Warehouse	6217 Columbia Park Road	1,731	\$	\$	\$
Total Cleanable SQ FT		802,462	\$	\$	\$
Supplementary Services					
Activity	Total Estimated Cleanable Square Feet	Hourly Cost		Option Year One Amount	
Spot Pest Control	As Requested	\$		\$	
Snow and Ice Removal	As Requested	\$		\$	

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B.5.3 Option Year Two

Janitorial Services Pricing Summary Sheet					
Facility	Address	Total Est. Cleanable Square Feet	Price per Square Foot	Monthly Price	Option Year Two Amount
Gallery Place	616 H St. NW	53,687	\$	\$	\$
HCM Courthouse (Moultrie)	500 Indiana Ave NW	462,705	\$	\$	\$
Building A	515 5 th St. NW	67,005	\$	\$	\$
Building B	510 4 th St. NW	75,428	\$	\$	\$
Building C	410 E St. NW	35,526	\$	\$	\$
Court of Appeals (Building D)	430 E St. NW	59,999	\$	\$	\$
BARJ	2575 Reed St. NE	10,477	\$	\$	\$
SW Garage (2 Levels)	449 5 th St. NW	20,000	\$	\$	\$
BARJ	1201 South Capitol St. SW	736	\$	\$	\$
BARJ	1215 South Capitol St. SW	3,766	\$	\$	\$
BARJ	118 Q St. NW	6,011	\$	\$	\$
BARJ	920 Rhode Island Ave. NE	5,391	\$	\$	\$
DC Courts Warehouse	6217 Columbia Park Road	1,731	\$	\$	\$
Total Cleanable SQ FT		802,462	\$	\$	\$
Supplementary Services					
Activity	Total Estimated Cleanable Square Feet	Hourly Cost		Option Year Two Amount	
Spot Pest Control	As Requested	\$		\$	
Snow and Ice Removal	As Requested	\$		\$	

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B.5.4 Option Year Three

Janitorial Services Pricing Summary Sheet					
Facility	Address	Total Est. Cleanable Square Feet	Price per Square Foot	Monthly Price	Option Year Three Amount
Gallery Place	616 H St. NW	53,687	\$	\$	\$
HCM Courthouse (Moultrie)	500 Indiana Ave NW	462,705	\$	\$	\$
Building A	515 5 th St. NW	67,005	\$	\$	\$
Building B	510 4 th St. NW	75,428	\$	\$	\$
Building C	410 E St. NW	35,526	\$	\$	\$
Court of Appeals (Building D)	430 E St. NW	59,999	\$	\$	\$
BARJ	2575 Reed St. NE	10,477	\$	\$	\$
SW Garage (2 Levels)	449 5 th St. NW	20,000	\$	\$	\$
BARJ	1201 South Capitol St.	736	\$	\$	\$
BARJ	1215 South Capitol St.	3,766	\$	\$	\$
BARJ	118 Q St. NW	6,011	\$	\$	\$
BARJ	920 Rhode Island Ave. NE	5,391	\$	\$	\$
DC Courts Warehouse	6217 Columbia Park Road	1,731	\$	\$	\$
Total Cleanable SQ FT		802,462	\$	\$	\$
Supplementary Services					
Activity	Total Estimated Cleanable Square Feet	Hourly Cost		Option Year Three Amount	
Spot Pest Control	As Requested	\$		\$	
Snow and Ice Removal	As Requested	\$		\$	

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B.5.5 Option Year Four

Janitorial Services Pricing Summary Sheet					
Facility	Address	Total Est. Cleanable Square Feet	Price per Square Foot	Monthly Price	Option Year Four Amount
Gallery Place	616 H St. NW	53,687	\$	\$	\$
HCM Courthouse (Moultrie)	500 Indiana Ave NW	462,705	\$	\$	\$
Building A	515 5 th St. NW	67,005	\$	\$	\$
Building B	510 4 th St. NW	75,428	\$	\$	\$
Building C	410 E St. NW	35,526	\$	\$	\$
Court of Appeals (Building D)	430 E St. NW	59,999	\$	\$	\$
BARJ	2575 Reed St. NE	10,477	\$	\$	\$
SW Garage (2 Levels)	449 5 th St. NW	20,000	\$	\$	\$
BARJ	1201 South Capitol St.	736	\$	\$	\$
BARJ	1215 South Capitol St.	3,766	\$	\$	\$
BARJ	118 Q St. NW	6,011	\$	\$	\$
BARJ	920 Rhode Island Ave. NE	5,391	\$	\$	\$
DC Courts Warehouse	6217 Columbia Park Road	1,731	\$	\$	\$
Total Cleanable SQ FT		802,462	\$	\$	\$
Supplementary Services					
Activity	Total Estimated Cleanable Square Feet	Hourly Cost			Option Year Four Amount
Spot Pest Control	As Requested	\$			\$
Snow and Ice Removal	As Requested	\$			\$

[END OF SECTION B]

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 PURPOSE

- C.1.1 The intent of the proposed contract is to provide janitorial services and other supplementary support services as described in the statement of work (SOW) included as part of this request for proposal (RFP). The contractor shall provide management, supervision, transportation, labor, materials, supplies, and equipment, and shall plan, schedule, coordinate and perform janitorial and related services for the facilities identified within this section.
- C.1.2 The Courts' objective is to have clean facilities for its workforce, and the public at all times. The Contractor expressly acknowledges DC Courts is relying on the Contractor's professional expertise in performance of the prescribed work to achieve and maintain the intent of the proposed contract.

C.2 BACKGROUND

- C.2.1 The Courts are comprised of the DC Court of Appeals, the DC Superior Court and the DC Court System. The Capital Projects and Facilities Management Division (CPFMD) is responsible for all D.C. Courts buildings and office spaces. CPFMD is part of the DC Court System, providing shared services to the DC Court of Appeals and the DC Superior Court. The DC Courts currently maintain 1.3 million gross square feet (GSF) of space within six (6) Court operated buildings in Judiciary Square.
- C.2.2 The Courts' Judiciary Square campus is comprised of the following buildings. Please also refer to Attachment J.10, "DC Courts Facilities Management Plan" for a more detailed description of the campus.
- 500 Indiana Avenue N.W (H. Carl Moultrie Courthouse)
 - 515 5th St., NW (Building A)
 - 510 5th St., NW (Building B)
 - 410 E St., NW (Building C)
 - 430 E St., NW (Building D/Historic Courthouse - Court of Appeals)
 - 449 5th St., NW (SW Garage -- two levels)
- C.2.3 Currently, the Courts temporarily house personnel in one (1) leased building near Judiciary Square where alterations and improvements are made by the Courts prior to or during occupation of the leased building:

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- 616 H St. NW --5th & 6th floor (Gallery Place)

C.2.4 The Courts occupy six building that are not on the Judicial campus. Five (5) buildings are throughout the District of Columbia, which are known as the Status Offender and Behavioral Health Balanced and Restorative Justice (BARJ) Drop-In Centers. The sixth, the DC Courts warehouse is located in Cheverly, MD.

- 2575 Reed Street, NE
- 1201 South Capitol Street, SW
- 1215 South Capitol Street, SW
- 118 Q Street, NE
- 920 Rhode Island Ave., NE
- 6217 Columbia Park Road (DC Courts Warehouse)

C.2.5 The following chart includes all buildings described above that will require cleaning services:

Location Name	Street Address	Hours of Operation	Est. Cleanable Square Feet
Gallery Place 5 th and 6 th	616 H Street, NW	8:30am - 5:00pm M-F	53,687
H. Carl Moultrie Courthouse	500 Indiana Avenue, NW	8:30am - 5:00pm M-F 8:30am – 7:00pm Sat.	462,705
Building A	515 5 th Street, NW	8:30am-5:00pm M-F 8:30am – 5:00pm Sat	67,005
Building B	510 4 th Street, NW	8:30am – 5:00 pm 8:30am – 12:00pm Sat	75,428
Building C	410 E Street, NW	8:30am - 5:00 pm M,W,F 8:30am - 8:00 pm T-Thu 10:00am - 2:00 pm Sat	35,526
DC Court of Appeals (Building D)	430 E Street NW	8:30am – 5:00 pm M-F	59,999
BARJ	2575 Reed Street, NE	8:30am – 5:00 pm M-F	10,477
SW Garage (two levels)	449 5th Street, NW	8:30am-5:00pm M-F	20,000
BARJ	1201 South Capitol St., SW	7:00am – 7:00pm M-F	736
BARJ	1215 South Capitol St., SW	8:30am – 5:00pm M-F	3,766
BARJ	118 Q Street NE	8:30am – 5:00pm M-F	6,011
BARJ	920 Rhode Island Ave., NE	8:30am – 5:00pm M-F	5,391
DC Courts Warehouse	6217 Columbia Park	8:30am – 5:00pm M-F	1,731

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C.2.6 The following flooring finishes are itemized for the Old Courthouse/Building D. Due to the facility's historical significance, the Contractor must ensure that these finishes be preserved and well-maintained:

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

C.3 REQUIRED SERVICES

C.3.1 The purpose of this procurement is to provide janitorial services for the DC Courts facilities, business service areas and other areas that are not readily visible to the public that result in clean and well maintained work environments. The service will also include removal of ice and snow, and on-call spot treatment for pest control. The Contractor shall provide janitorial services to present a clean, neat, and professional appearance in the facilities that are being served. Work is to be performed in accordance with all local, state and federal laws and regulations, with a focus on safety, sanitation and customer service, and in accordance with the requirements described herein.

C.3.2 Environmentally friendly, or "Green" cleaning products shall be used for standard cleanings as much as they are practical. Performance rating of the contracted services will be evaluated based on inspections and documentation of tenant comments and complaints as validated by the Contracting Officer's Representative (COR) or authorized Government representative. A breakdown of required work items under and frequencies are identified in Schedule of Services C.14.5 through C.14.15. Performance of these work items may be scheduled within appropriate business hours at times determined by the contractor unless timing is specified herein.

C.4 CONTRACTOR FURNISHED SUPPLIES AND EQUIPMENT

The Contractor shall provide adequate supplies and equipment capable of performing the contracted cleaning tasks within designated timeframes. Commercial floor scrubbers, pressure washers, and other equipment required for performance of work items at all locations shall be provided by the contractor unless otherwise indicated herein. Equipment shall be specifically designed for the purpose of commercial cleaning applications. The contractor will furnish and utilize only those electrical items (vacuum cleaners, etc.) which are in proper working condition and comply with

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applicable electrical safety regulations and ratings (UL, etc.). In addition the contractor shall provide the following restroom supplies: toilet paper, paper towels, hand soap, trash can liners, toilet seat covers, urinal deodorizer/ screens; and Carpet runners for all building entrances to be used during inclement weather. The Contractor shall only purchase and furnish items approved by the Contracting Officer or the Contracting Officer's Technical Representative prior to use.

C.4.1 RESTOCKING/RESUPPLYING RESTROOM SUPPLIES

The Contractor shall be responsible for resupplying all dispensers within the restroom spaces to include liquid soap for wall mounted liquid dispensers in addition to all restroom supplies. The Contractor shall sufficiently stock quantities to ensure supplies do not run out before the next scheduled date.

C.5 GARBAGE COLLECTION

Offsite collection and disposal of trash that has been taken to the designated location will be as provided under a separate service contract. Refuse placed in garbage containers by Contractor personnel shall be limited to that generated in the performance of this contract.

C.6 COLLECTION AND REMOVAL OF RECYCLABLES

Recyclables are collected and handled as comingled products, not separated by individual material types. Recyclables are to be collected from designated pre-staged locations by the contractor, and transported to the DC Courts designated central recycling container located at the loading dock of Building D - 430 E St., NW. The contractor shall ensure that recyclable material levels dropped off at these pre-staged locations by the building occupants are routinely monitored to ensure timely removal and relocation to designated disposal sites.

C.7 HOURS OF OPERATION

The Contractor is responsible for conducting business Monday thru Sunday except federal holidays or when the Courts facilities are closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this solicitation.

C.7.1 Contractor shall provide services during or after the facility's hours of operation as identified in this solicitation. Contractor shall coordinate cleaning schedule with the

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Contracting Officer Technical Representative (COTR) and the building Point of Contact (POC) when applicable. The Contractor will adjust their cleaning operations as necessary to accommodate these normal working hours to the fullest required extent. The Courts does not anticipate performance to require any overtime, notwithstanding the service hours indicated.

C.8 TIME RESTRAINTS

C.8.1 The rooms listed below shall be cleaned on Saturdays, Sundays and/or holidays in addition to the nightly cleaning:

1. H. Carl Moultrie Courthouse Building (500 Indiana Avenue NW):

- a) Room 255
- b) Room 4203 (Criminal and Family Finance Office)
- c) Courtroom C-10
- d) Room 431O -New Juvenile Referrals
- e) Arraignment Intake Office
- f) Security Control Room (first floor, beside Information Office)
- g) Interior window glass of the public cafeteria shall be cleaned inside/out
- i) Two (2) restrooms adjacent to the public cafeteria
- j) Juvenile and adult cell blocks
- k) Jurors' Lounges (Room 3100)
- l) All courtroom holding cells and corridors

2. Building B - 510 4th St. NW - Superior Court:

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

Day Time Cleaning-

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

1. H. Carl Moultrie Courthouse (500 Indiana Avenue NW)

- a) All Judges' chambers
- b) Civil Division
- c) Room 1195 - Health Unit
- d) Information Lobby
- e) Security Guards' Office
- f) Small Claims Branch
- g) Room 3500 - Chief Judge Chambers

2. Gallery Place (616 H St. NW); Buildings A, B, C and D - 510 4th St. NW, 515

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5th St. NW, 410 E St. NW and 430 E St. NW:

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

- C.8.2 Work described as being performed each night shall be done Monday night through Saturday night and shall start after 5:00 p.m. each night and be completed by 11:00 p.m. on the same day.
- C.8.3 Work described as being performed on Saturdays, Sundays and holidays shall be done each Saturday or Sunday for the Courts after 7:00 a.m. and be completed before 6:00 p.m. on the same day.
- C.8.4 Several areas may require day cleaning and shall be performed during the hours of 7:00 a.m. – 5:00 p.m.

C.9 EMERGENCY CLEANING

Emergency cleaning is defined as requirements that must be addressed quickly to remedy dangerous or unhealthy situations, prevent damage and/or prevent interference with mission accomplishment. This applies to any facility on the installation which may require an emergency cleaning response. Events creating the requirement may include, but are not limited to, a storm, broken or overflowing pipes, illness, etc. Work may include extraction of liquids, mold remediation, and removal of solid non-toxic material from interior and exterior areas and surfaces, and carpet cleaning.

C.9.1 EMERGENCY CLEANING RESPONSE

Upon notification, the Contractor shall respond and begin emergency work within thirty (30) minutes of notification during normal duty hours, and within two (2) hours during non-duty hours. Notification may be given verbally by the COTR or a designated Court representative.

C.10 ADDITIONAL LOCATIONS

- C.10.1 The Courts reserves the right to add new locations to any and/or all of the building groups as requirements change under the contract. In deciding which established group to add new facilities and/or requirements, the Contracting Officer will consider such factors as agency alignments, geographical location of the new facility, extent of the group to which the new facility is to be added (sum square feet and number of facilities in the group compared to other existing groups). A very important factor is the past and existing service performance of the Contractor and the resources to do

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the work. Notwithstanding the above, the Contracting Officer will add new facilities based on what is in the best interest of the Courts.

C.10.2 CHANGES

The Courts reserve the right to add to, remove from or return facilities to the workload data. Changes occur when facilities are under renovation, scheduled for demolition or closed for any reason where custodial services are no longer required. When removed or added changes occur to the workload data, the Courts shall notify the Contractor based on facility, square footage, floor type, and capability level. The following computation shall be used: Total Square Footage of the area added, deleted or suspended, multiplied by the Square Footage Rate = Total Dollar Amount of the area added, deleted or suspended.

C.10.3 ADDITION/REDUCTION OF SPACE

C.10.3.1 Reduction of Space

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

C.10.3.2 The Contract Administrator will give the Contractor or his representative a written notice no less than three (3) working days in advance stating when the areas are to be dropped from or returned to the normal cleaning schedule. The period for deductions will begin on the effective date of the notice and end on the day before cleaning resumed.

C.10.3.3 Addition/Increase of Space

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

C.11 SUSPENSION OF WORK

C.11.1 Deductions will not be taken for services not performed due to unanticipated closing of the building by the Courts due to inclement weather, unanticipated holidays, failure of the Congress to appropriate funds etc., provided the contractors employees are compensated. The Contractor shall release copy of company payroll record upon request in order to verify payment to employees. The Courts shall reimburse the contractor only actual verifiable payments to employees.

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C.12 DRAFT CLEANING SCHEDULE

The Contractor shall submit a draft cleaning schedule that covers the first six (6) months of performance with the contractor's offer.

C.13 PHASE IN/PHASE OUT PLAN

The Contractor shall prepare and submit seven (7) days after contract award, a Phase In/Phase Out Plan to be implemented by the Contractor. To minimize any decreases in productivity and to prevent possible negative impacts on additional services, the Contractor shall have key personnel on board, during the thirty (30) day phase in/ phase out periods. 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 and phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

C. 14 SPECIFICATIONS FOR CLEANING SERVICES

C.14.1 The Contractor shall accomplish all cleaning tasks in accordance with the Custodial Cleaning Standards and Frequencies, described in C.14.4, C.14.5-C.14.15 and C.15 in order to meet the requirements of this SOW.

C.14.2 Contractor shall utilize products made from bio-based materials (e.g., bio-based cleaners, degreasers and toilet bowl cleaners) to the maximum extent practical without jeopardizing the intended use or detracting from the overall quality delivered to the end user or potential harm to surfaces. The Contractor shall comply with fragrance free policy in facilities identified as fragrance free. The Contractor shall submit a list indicating the name of the manufacturer, brand name, intended use of each of the products shall be provided within ten (10) calendar days from the date of award for approval by the CO or the COTR.

C.14.3 The Contractor shall consistently maintain all devices, components and equipment in a clean, working condition and shall likewise maintain all work areas in a clean condition. Contractor shall use low noise vacuum cleaners with HEPA filters. The Contractor shall vacuum carpeted floors and rugs with an industrial-type vacuum cleaner. The list of equipment shall also include supplemental services requested including recycling; snow and ice removal; on-call spot treatment for pest control; and stripping, finishing and polishing floors. Contractor shall submit a list of all equipment that will be used in the performance of this contract at the kick off meeting and upon request of the Courts at any time during the performance of the contract.

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C.14.4 DEFINITION OF FREQUENCY OF SERVICES

1. Annual (A)- Services performed once during each 12-month period of the contract at intervals of 335 to 395 days.
2. Biennial (B)- Services performed once during each 24-month period of the contract at intervals of 670 to 790 days.
3. Daily- Services provided each calendar day, including holidays and weekends, unless otherwise noted herein. Daily services may be defined as 5W, 6W or 7W indicating the numbers of days per week services are required. 5W is defined as Monday through Friday, 6W is defined as Monday through Saturday, and 7W is defined as Monday through Sunday.
4. Monthly (M)- Services performed 12 times during each 12-month period of the contract at intervals of 28 to 31 calendar days.
5. Quarterly (Q)- Services performed four times during each 12-month period of the contract at intervals of 80 to 100 calendar days.
6. Semiannual (SA)- Services performed twice during each 12-month period of the contract at intervals of 160 to 200 calendar days.
7. Semimonthly (SM)- Services performed 24 times during each 12-month period of the contract at intervals of 14 to 16 calendar days.
8. Twice weekly (2W)- Services performed twice a week, such as Monday and Thursday or Tuesday and Friday.
9. Weekly (W)- Services performed 52 times during each 12-month period of the contract at intervals of six to eight calendar days.

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SCHEDULE OF SERVICES

C.14.5 Section A -- General Office Areas

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

Task No.	Task (Section A)	Service Interval
A-1	Empty trash containers, replace liners.	2X Daily
A-2	Clean outside surface of all office trash containers	Quarterly
A-3	Vacuum all areas of interior carpets	Daily
A-4	Vacuum all office/cubicle carpet areas	Daily
A-5	Vacuum office traffic areas	Daily
A-6	Vacuum public areas and entry mats	Daily
A-7	Clean and dust mop lobby floors	Daily
A-8	Special clean marble floors/walls, ornamentals	2X/WK
A-9	Dust mop then damp mop all hard floor areas	3X/WK
A-10	Clean and sanitize drinking fountains; polish metal	Daily
A-11	Spot clean carpets in office traffic areas	1X/WK
A-12	Spray buff hard floors, restore luster, dust mop	2X/M
A-13	Clean all baseboards in high traffic areas	2X/M
A-14	Clean all non-traffic area baseboards	Quarterly
A-15	Dust all cleared furniture tops, vacant shelves, window sills, ledges, and lobby benches	1X/MO
A-16	Empty public ashtrays (interior and exterior)	Daily
A-17	Sweep entranceways, clean up cobwebs, mud, pick up litter, remove all gum, etc. (Up to 20 ft. out); Use water hose when required	Daily
A-18	Clean public entry doorways, glass, handles, kick plates and adjacent glass	Daily
A-19	Clean non-public doorway areas (doors/landings)	1X/MO
A-20	Clean exterior surface of all trash receptacles located external to the building	1X/MO
A-21	Clean surfaces of exterior patio furniture	1X/WK
A-22	Break room/lounge- clean counters, table tops, chairs, sinks, and restock supplies. If carpeted, spot clean and	Daily

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	vacuum; if hard floor, sweep then damp mop	
A-23	Vacuum all office fabric upholstery and spot clean	2X/M
A-24	Clean office washable non-fabric seating	As requested
A-25	Heavy sweep all patios, exterior stairwells, steps, ramps. Clean all railings	1X/WK
A-26	Dust artwork, whiteboards, silk plants/trees	1X/MO
A-27	Fitness Center- clean and sanitize all fitness equipment (if applicable)	Daily
A-28	Locker Rooms- clean exterior surfaces of lockers and interiors of vacant lockers (if applicable)	Quarterly
A-29	Strip, clean, seal, and finish all hard floors	1X/YR
A-30	Extract and shampoo all carpet	As requested
A-31	Dust or vacuum all window coverings (blinds, drapes, etc.)	Quarterly
A-32	Clean all ceiling light diffusers (office areas)(up to 9 ft height)	1X/YR

C.14.6 Section B -- Elevators, Landings, and Stairwells

Task No.	Task (Section B)	Service Interval
B-1	Empty trash containers, and replace liners. Use a new liner if food or any substance that may produce a foul smell is present.	2X/Daily
B-2	Clean outside surface of all trash containers	1X/WK
B-3	Clean elevator interiors, all surfaces of walls, doors (inside and out), railings, and button panels	Daily
B-4	Clean and polish elevator door tracks and landing tracks	Daily
B-5	Clean both sides of light diffusers in elevators	Quarterly
B-6	Dust mop, then damp mop elevator tiled floors.	Daily
B-7	Strip and wax elevator tiled floor; if carpeted, shampoo	2X/YR
B-8	Clean all interior building stairwells and stairwell landings. Clean all stair railings	1X/WK
B-9	Clean wall mounted light fixtures located in stairwells	1X/M
B-10	Clean doors (in/out) of all floors servicing stairwells	Quarterly
B-11	Remove any cob webs on ceilings/walls of stairwells	1X/M

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C.14.7 Section C -- Information Technology Area- Building C

Task No.	Task (Section C)	Service Interval
C-1	Empty trash containers, replace liners.	2X/ Daily
C-2	Clean outside surface of all office trash containers	1X/WK
C-3	Vacuum all office/cubicle carpet areas	2X/WK
C-4	Vacuum all area of interior carpet areas	1X/WK
C-5	Vacuum office traffic areas	2X/WK
C-6	Lightly damp mop elevated floors	3X/WK
C-7	Wet mop hallways and office tiled floors	3X/WK
C-8	Spot clean carpets and hard floors	1X/WK
C-9	Dust furniture, window sills, and ledges	1X/M
C-10	Vacuum behind data equipment	1X/M
C-11	Remove cobwebs from walls and ceilings	4X/YR
C-12	Clean HVAC vents	1X/M
C-13	Dust or vacuum window coverings (blinds, etc.)	Quarterly
C-14	Extract and shampoo all carpet	1X/YR
C-15	Buff terrazzo floor	2X/YR
C-16	Clean all ceiling light diffusers (up to 9' height)	2X/YR

C.14.8 Section D -- Restroom, Showers, Locker Rooms

Task No.	Task (Section D)	Service Interval
D-1	Empty trash containers, replace liners.	2x/ Daily
D-2	Clean outside surface of all trash containers	1X/WK
D-3	Restock supplies	Daily
D-4	Clean mirrors, countertops, sinks, fixtures	Daily
D-5	Clean toilet bowls, seats, rims, base	Daily
D-6	Clean urinals	Daily
D-7	Clean all wall surfaces- remove soil, graffiti, etc	Daily
D-9	Mop floor with germicidal solution	Daily
D-10	Clean and polish stainless steel and chrome surfaces	Daily
D-11	Clean and sanitize showers using germicidal liquid	Daily
D-12	Pour 1-gallon germicidal solution into floor drains	2X/M
D-13	Remove cobwebs on walls/ceilings	Daily
D-14	Fully clean all partition walls and door surfaces	Daily
D-15	Machine scrub floors	1X/M
D-16	Clean ceiling/wall light diffusers	Quarterly

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C.14.9 Section E -- Medical Labs and Clinic Areas

Task No.	Task (Section E)	Service Interval
E-1	Empty trash containers, replace liners.	2X/Daily
E-2	Clean outside surface of all lab/clinic trash containers	1X/WK
E-3	Dust window sills and other horizontal surfaces	1X/WK
E-4	Clean glass in display partitions and on interior doors	Daily
E-5	Clean door handles, push plates, and kick plates	Daily
E-6	Clean sinks and adjacent countertop areas	Daily
E-7	Dust mop floor, wet mop with germicidal solution	Daily
E-8	Empty infectious /biohazard waste into appropriate receptacles and dispose of accordingly	Daily
E-9	Spot clean carpet and hard floors	1X/WK
E-10	Spray buff finished floors, dust mop	1X/M
E-11	Vacuum carpeted exam rooms; if tile dust mop	Daily
E-12	Pour 1-gallon germicidal solution into floor drains	1X/WK
E-13	Damp wipe exterior surfaces of lab refrigerators	1X/WK
E-14	Dust or vacuum window coverings (blinds, etc.)	Quarterly
E-15	Clean HVAC vents	Quarterly
E-16	Extract and shampoo all carpet	2X/YR
E-17	Strip, clean, seal, and finish all hard floors	2X/YR
E-18	Clean all ceiling light diffusers	2X/YR

C.14.10 Section F-- Courtrooms

Task No.	Task (Section F)	Service Interval
F-1	Empty trash containers, replace liners.	Daily
F-2	Clean outside surface of all office trash containers	1X/WK
F-3	Vacuum all carpeted areas	Daily
F-4	Dust mop all hard floors then damp mop	Daily
F-5	Dust clean and polish judge's desk and bench and witness stands	Daily
F-6	Clean all non-fabric courtroom seating	Daily
F-7	Vacuum and spot clean all fabric seating	1X/WK
F-8	Dust all horizontal surfaces	1X/WK
F-9	Spot clean carpeted areas and hard floor areas	1X/WK
F-10	Spray buff hard floors, dust mop	1X/M

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F-11	Dust or vacuum window coverings (blinds, drapes,	1X/M
F-13	Clean baseboards in traffic areas	Quarterly
F-14	Extract and shampoo all carpet (Except Jury Assembly Areas)	2X/YR
F-15	Extract and shampoo all carpet in the Jury Assembly Areas	3X/YR
F-16	Strip, clean, seal, and finish all hard floors	2X/YR
F-17	Clean all ceiling light diffusers	3X/YR

C.14.11 Section G -- Janitorial Closets

Task No.	Task (Section G)	Service Interval
G-1	Clean custodial sink	1X/WK
G-2	Rinse clean all mop buckets	Daily
G-3	Clean all custodial equipment	Daily
G-4	Keep room tidy	Daily
G-5	Empty trash containers	Daily
G-6	Spot clean walls and doors	Daily
G-7	Sweep and damp-mop floor	Daily

C.14.12 Section H -- Outside Refuse Areas, Loading Docks

Task No.	Task (Section H)	Service Interval
H-1	Inspect immediate area and pickup loose debris	Daily
H-2	Sweep load dock and pickup litter (If applicable)	Daily
H-3	Clean around compactor. If unit is taken, clean entire area	Daily

C.14.13 Section I -- Parking Garages, Breezeways/Bridges to Buildings

Task No.	Task (Section I)	Service Interval
I-1	See Schedule of Services Section B-1 thru B-7 for elevator service and apply	See C.14.6 Section B 1-7
I-2	See Schedule of Services Section B-8 thru B-11 for stairwell cleaning	See C.14.6 Section B 8-11

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I-3	Clean elevator garage floor landings (max. 20' out). Floor should be free of stains	2X/WK
I-4	Empty trash receptacles and replace liners	Daily
I-5	Clean out ashtray located in elevator landing areas	Daily
I-6	Clean exterior surface of all trash receptacles located at landings	1X/WK
I-7	Pressure wash garage floors	Quarterly

C.14.14 Section J -- Special Additional Instructions for Libraries

Task No.	Task	Service Schedule
J-1	Dust and clean all furniture surfaces	DAILY
J-2	Spot cleaning of carpet using shampoo/extraction method	2X/YR

**C.14.15 Section K: Spot Treatment Pest Control Schedule, Window Cleaning,
and Snow & Ice Removal**

Task No.	Task	Service Interval
K-1	Spot Pest Control Treatment Services	As Requested
K-2	Window washing: all interior glass, sills, and sashes	(2X/YR)
K-3	Window washing: all exterior glass, sills, and sashes	(2X/YR)
K-4	Snow and ice removal to remain less than 1" inch of accumulation	As Requested

C. 15 CLEANING SPECIFICATIONS

C.15.1 Initial Cleaning

The Contractor shall provide an initial deep cleaning of the floor plan specifications which include, but are not limited to, removing build-up calcium deposits, cleaning and sealing floor grout, stripping/waxing hard floors and shampooing carpet. Initial cleaning shall be completed within one hundred and eighty (180) days from the period of performance start date. Facilities added to the contract shall receive initial cleaning services within fourteen (14) days with the exception of newly constructed facilities. The Contractor shall begin the cleaning frequency schedule while conducting the initial and subsequently the periodic cleaning of all facilities.

C.15.2 BASE (Routine) CLEANING

Cleaning responsibilities will primarily consist of sanitizing, trash removal, other readily needed cleaning services, and replacement of consumable materials.

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C.15.2.1 Clean Interior Space

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

C.15.2.2 Clean and disinfect restrooms, locker rooms, shower stalls and utility sinks restrooms shower stalls, and utility shall present a uniformly clean appearance. Fixtures shall present a clean, shining appearance free from dust, spots, stains, rust, mildew, soap residues, mineral deposits, organic materials etc. Floors shall be cleaned, disinfected and free from dust, dirt, debris or bacteria. Partitions and walls shall be free of obvious dirt, graffiti and dust. Urinal deodorizing screens are to be used in all men's restrooms.

C.15.2.3 Unless otherwise indicated, all public restrooms in the Moultrie Building shall receive four cleanings daily, 6 days per week, Monday through Saturday.

- **1st Cleaning-** To be completed prior to 10:00a.m.
- **2nd Cleaning-** To be performed between 12:00p.m. and 1:00p.m.
- **3rd Cleaning-** To be performed between 3:00p.m. and 4:00p.m.
- **4th Cleaning** - To be performed after 6pm

C.15.2.4 All restrooms, lockers rooms and shower stalls cleanings shall consist of:

- Dust mop restroom hard surface floors
- Wet mop restroom tile surface floors
- Empty wastebaskets and replace liners from customer's supplies
- Refill dispensers (soap, towels and toiletries) from customer's supplies
- Clean and sanitize mirrors
- Clean and sanitize counters and sinks
- Clean and sanitize dispensers and hand dryers
- Sanitize walls beneath hand dryers
- Clean and sanitize baby changing tables
- Clean and sanitize urinals, toilet tanks, and bowls
- Add or replace urinal deodorizing screens monthly
- Sinks, urinals, toilets are to be cleaned both interior and exterior
- Clean and sanitize door handles both exterior and interior
- Spot clean stall doors, door handles

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- Spot clean stall walls and partitions

C.15.2.5 Public Restroom Cleaning Time Limitation

While the Courts are open to the public, the contractor may close either one of the women or men restrooms on each floor for cleaning for a maximum of 30 minutes at a time. Once 30 minutes has elapsed the contractor must re-open the restroom. During public restroom cleanings, a sign shall be posted just outside the corresponding washroom entrance indicating the approximate time of completion.

C.15.2.6 Mopping and Commercial Floor Scrubbing

If not currently staffed, the Contractor shall employ a commercial floor scrubber to mop tile floors in the main entrance and all public corridors at a minimum of at least one time per week. The contractor may elect to utilize this method to meet the daily mopping requirement as well. The commercial grade floor scrubbing machine shall not be used during public hours of operation. A manual sponge mop, swiffer floor wipe (or equal style) is the preferred equipment to use when mopping the linoleum kitchenette floors.

C.15.2.7 Stock Restroom Supplies and Fixtures

Paper towels, soap, toilet tissue, toilet seat covers, sanitary napkins (if applicable), urinal deodorizer screens, and deodorant air fresheners shall be stocked on shelf in designated storage spaces in quantities adequate to ensure sufficiency between cleanings. A minimum of 10% of all identified toilet supplies shall be stocked on shelf at the work site at all times. In restrooms where there are manual countertop soap dispensers, contractor shall purchase and install dispensers at own cost to immediately repair/replace dispensers that become broken.

C.15.2.8 Spot Cleaning Floors and Carpets.

Carpet shall be free of obvious spots, stains, chewing gum, tar, grease, litter and/or any other foreign substances not part of the fiber of the carpet; carpet shall present a uniformly clean appearance. The Contractor shall spot clean floor surfaces to remove spots two (2) feet or less. Areas that are embedded to the point of non-removal and have been treated during two (2) consecutive cleanings and resists removal shall be annotated to the COTR for resolution. Non-carpeted areas shall be free of scuff marks, soiled areas, or stains.

C.15.2.9 Clean and/or maintain corridor, lobby and entrances

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

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C.15.2.10 Clean and disinfect drinking fountain

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

C.15.2.11 Clean Upholstered Furniture

Clean upholstered furniture using method appropriate for material being cleaned. Contractor shall make every effort to prevent damage when cleaning upholstered furniture. Notify the COTR when condition of the furniture is likely to be damaged from the cleaning process. Upholstered furniture shall be clean, odor free, dry and free of residue.

C.15.2.12 Spot Clean Surfaces

Spot cleaning includes removing and cleaning smudges, fingerprints, marks, streaks, spills, etc., from all walls (below 8ft) , partitions, vents, grillwork, doors, door guards, door handles, push bars, kick plates, light switches, temperature controls, and fixtures. Surfaces shall have a clean, uniform appearance, free of streaks, spots and other evidence of soil.

C.15.2.13 Elevator/Escalator Surfaces

The Contractor shall clean all floor surfaces the non-carpeted and carpeted requirements as appropriate. The Contractor shall remove all marks, dirt, smudges, scuffs and foreign matter from adjoining walls up to seven (7) feet in height. All handicap chair lifts shall be cleaned to remove dust, marks, grease, grime, scuff marks and smudges. Elevator and escalator surfaces and escalators shall be clean and free of dust, dirt, smudges, soil substances, gum or other foreign matter. Metal surfaces shall be free of smears, smudges or soil substances. Carpeted surfaces, hard wood floors and elevator door tracks shall be maintained free of soil or foreign substances. Escalator glass surface, walls, grooves of thread shall be free of spots, stains, smudges, streaks, handprints, and graffiti and dirt build-up.

C.15.2.14 Collect and Remove Trash

All facility trash shall be collected as necessary to assure that trash and paper are not allowed to accumulate and/or overflow receptacles. Dumpster sites shall be kept clean and orderly. Trash shall not be allowed to blow around on the ground. Trash receptacles/waste baskets shall be free from dirt, food, beverage spoilage and odors.

C.15.2.15 Garbage and Recycling Management

Interior waste containers shall be emptied twice daily, and spot checked as part of each cleaning. The inside and outside of all waste containers shall be cleaned quarterly. All recycle refuse shall be collected once a day.

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C.15.2.16 Clean Exterior Grounds

Exterior grounds consist of entranceways, fountains, planters, balconies, parking areas, and landscaped areas. All exterior grounds including sidewalks, and steps shall present a clean appearance free from litter, dirt, trash, cigarette butts, debris and discarded items. No trash and debris shall be allowed to accumulate on the grounds. Grounds shall be free of all human or dog excrement and all avian pest excrement. There shall be no obvious signs of liquid spillage, stains or foreign matter on concrete, brick, grass or other surfaces.

C.15.2.17 Clean stairwells and Landings

All stairwells, landings, and handrails shall be free of dust, dirt, spillage, stains and other removable soil substances.

C.15.2.18 Clean and Maintain Floor Surfaces (vinyl, wood, marble, terrazzo, brick pavers, and concrete, carpet) and Walk-off Mats

Floor surfaces shall be free from trash, debris, dirt, marks or foreign matter. Floor surfaces such as wood, terrazzo, and marble requiring a finish shall have a uniformly clean appearance without obvious unsightly build-up. Terrazzo and Marble floors shall exhibit maximum gloss and uniform sheen from wall to wall including corners. Refinished floors shall present a clean appearance free from scuff marks or dirt smears. Furniture and other equipment moved during stripping and refinishing shall be returned to their original positions. All treated surfaces shall be slip resistant. Laminated floor surfaces shall be free of dirt, scuffmarks and foreign matter. Walk-off mats shall be used at entrances during inclement weather. These entrance mats or walk-off mats shall be furnished and maintained in good condition by the Contractor.

C.15.2.19 Mechanical Rooms in the Basement of 515 5th Street (building A), 510 4th Street (building B), 410 E Street (building C), and 430 E Street (building D)

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

C. 15.2.20 Clean Cell Block and Holding Cells

The cleaning of the cellblocks and holding cells shall be the same as the requirements for cleaning of interior space, restroom cleaning, and disinfecting with germicide. The cleaning of the cellblocks and holding cells shall be performed as part of a thorough, weekly deep sanitization program. This cleaning will be conducted by using the Kaivac No-Touch Cleaning System or an equivalent cleaning sanitizing system. All walls, ceilings, floors, bars, toilets, benches, and other interior surfaces shall be sanitized once a week with a disinfectant chemical solution with a

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minimum of 2,000 PSI. **Cellblock cleaning in the Adult and Juvenile holding cells can only be performed after 8pm on Saturdays or anytime on Sundays.**

C.15.2.21 Clean Security Booth (USMS Control Panel Room)

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

C.15.2.22 Clean Public Health Laboratory

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

C.15.2.23 Clean Vending Areas, Concession Spaces, Kitchen Areas, and Seating Areas

Same requirements as for interior space and restroom cleaning and disinfecting .

C.15.2.24 Clean Exercise Room/Lounge

Same requirements as for interior space and restroom cleaning and disinfecting .

C.15.2.25 Stripping and Refinishing Floors

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

C.15.2.26 Garage Cleaning

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

C.15.2.27 Cafeteria and Eating Areas

Cafeteria and eating areas such as small kitchens and kitchenettes shall have cleaning that includes: dining areas, kitchens, serving areas, offices, lockers and restroom areas. Extermination services for the kitchen are to be in compliance with the District of Columbia OSHA Standards for restaurants and cafeterias.

C.15.2.28 Shampoo Carpets/Rugs and Clean Upholstered Furniture

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Carpet and rugs shall be free of streaks, stains and spots and shall have a bright uniform color. Upholstered furniture shall be cleaned of spots and stains. Carpet tiles should be pretreated with a carpet cleaning spray and then cleaned using dry carpet crystals or powder with a rotary machine and a brush plate attachment. Broadloom carpet can be clean using either hot extractor or rotary machine.

C.15.2.29 High Dusting/Cleaning

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

C.15.2.30 SNOW AND ICE REMOVAL

C.15.2.30.1 The contractor shall provide all supervision, personnel, equipment, tools, and materials to perform all operations necessary for the immediate and complete removal of snow and ice from all parking lots, roadways, entry and exit gates to include lift and sliding, walkways, entry/exit doors, steps, loading dock, garage doorways, flagpole areas, guard shack, bus stop, fire hydrants, and compactor/recyclable containers. Snow and ice removal shall be accomplished to ensure all areas are kept safe for pedestrian and vehicular traffic.

C.15.2.30.2 Snow removal operations shall be accomplished by 7a.m. Monday through Saturday with no more than one inch of snow remaining above the plowed surface. Snow accumulations during or after 7am and before 6:30 p.m. will require the Contractor to ensure that fire hydrants, sidewalks, loading docks, entry/exits doors and gates, and all fire and traffic lanes remain open to allow employees safe entrance and exit. After 6:30 p.m. and all other hours, including weekends and holidays the Contractor shall continue snow removal operations to ensure not more than two inches (1") of snow remains above the plowed surface. The Contractor shall keep the snow at least six feet (6') from the paved surface and keep the snow banks below six feet (6') high. The Contractor shall cut and remove snow banks according to above requirements at no additional cost to the Government. The Contractor has seventy-two hours (72 hours) after a new storm to cut the banks down to six feet (6').

C. 15.2.30.3 No salt shall be used; solvent shall be approved by Contracting Officer. Snow shall be removed continuously from the perimeter of facilities to remain within 0'-1" accumulation at all times. Ice shall not be allowed to solidify. Contractor shall be held liable for all damage to grounds and landscape caused by the application of chemicals to ice and snow removal. Snow and de-icing requirements shall be met any day or time snow falls during the year.

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- C. 15.2.30.4 The Contractor shall take all necessary precautions to prevent damage to asphalt, curbs, sidewalks, pavements, lawns, trees, planters, shrubs, doors, signs, fire hydrants, flag and light poles, existing structures and other surfaces. Grass/Lawn areas cannot be used to move Snow Removal equipment from one location to another. Damaged areas shall be repaired with materials consistent in quality and workmanship to match the existing adjacent work. Any such damage shall be repaired or replaced, as approved by the Contracting Officer Technical Representative (COTR), at the Contractor's expense. All damaged areas shall be repaired/replaced by Contractor prior to payment of snow removal invoice.
- C. 15.2.30.5 The Contractor shall hand shovel snow and ice away from all exterior doors, loading dock, steps of facility, guard stations, gate walkways, security barriers prior to plowing near these areas.
- a) The Contractor shall provide snow and ice removal and snow melt treatment to the contractor and employee parking areas to the same requirements as specified below.
 - b) Sand and gravel spreading ***will not*** be a means that the Contractor shall utilize to cover or reduce ice buildup.

C.15.2.30.6 Roadways/Parking Lot Snow and Ice Removal

The Contracting Officer's Technical Representative will advise the Contractor of all designated parking lots and sidewalks. The contractor shall remove snow and ice from these designated areas and bank it so as not to impede further snow removal operations, parking spots, and entrance/exit roadways and walking surfaces to the parking lots. This may require moving snow to an offsite location at no expense to the Court. These areas shall be completely clear of snow, ice and slush at the end of each snow removal operation. The Contractor may be required to work around stranded vehicles during extreme weather conditions. Upon completion of work, there shall be no windrows or stacks of snow left on the pavement, along the sidewalks, roadways, or parking lots.

C.15.2.30.7 Loading Dock/Steps/Other Area

Inbound and outbound ramps to parking lots and loading docks, steps, and flagpoles shall be completely cleaned and kept clear of snow and ice by the Contractor during snow removal operations. Inbound and outbound ramps to parking lots and loading docks,, steps, flagpole and garage areas shall have all snow and ice removed from edge to edge of concrete/asphalt surfaces. Upon completion of work there shall be no windrows or stacks of snow left on the above areas, or around the

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8yd trash containers. Contractor will remove snow and ice from both the front and back side of all security barriers.

C.15.2.30.8 Fire Hydrant/Signs

The Contractor shall clear snow to the ground at all Court signage and fire hydrants. The Contractor will maintain a three-foot (3') pathway around all fire hydrants and Court signage, with a minimum three foot (3') access path from paved surface.

C.15.2.30.9 Sidewalks/Pathways Snow and Ice Removal

The Contractor shall removal snow and ice from sidewalks and pathways of Court buildings. Additionally, the Contractor will be required to remove snow upon the accumulation of one inch (1") on sidewalks and pathways to ensure safety. A snow blower will be the primary method of removing snow from all concrete surfaces to include sidewalks. The use of shovels or other manual tools may also be necessary to ensure snow and ice removal. All sidewalks, ramps and entryways shall be cleared from edge to edge.

C.15.2.30.10 Equipment

Contractor may be required to prove available possession, by ownership title or lease agreement, the equipment the owner deems necessary for proper removal of snow, before being awarded a contract.

C.15.2.30.11 Contractor must use plow equipment to remove snow from all Parking Deck Structures. Front end loaders or appropriate equipment will be required to remove snow from the Court parking ramps.

C.15.2.30.12 The Contractor shall use equipment while performing all services in accordance with applicable local and national safety codes. Furthermore, during the course of completing the designated work items, the contractor will furnish and utilize only those items which are in proper working condition and comply with applicable safety regulations.

C. 16 SPOT PEST CONTROL TREATMENT SERVICES

C.16.1 The Contractor shall provide the services as needed to eliminate and keep the buildings specified in paragraph C.2.5 free from all pests. Areas in contact with

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public shall be sprayed upon notification to the Contractor. The Contractor shall respond to and begin treatment of the areas with evidence of pests within 24 hours of notification. The Contractor must furnish Material Safety Data Sheets for all chemicals and pesticide products used.

C.16.2 **Non-pesticide Products and Use:** Generally, trapping devices should be used for rodent control inside occupied buildings. All these devices will be concealed from view and in protected areas so as not to be affected by routine cleaning and other operations. The trapping devices used must be checked regularly. The contractor is responsible for the disposal of all trapped rodents or rodent carcasses.

C.16.3 **Pesticide Products and Use:** When circumstances warrant the contractor, with the approval of the COTR, may use chemical means to control rodents. All such chemicals, regardless of packaging, will either be placed in locations not accessible to children, or be in EPA approved tampering resistant bait boxes. The frequency of bait box service will depend on the level of rodent infestation. All bait boxes will be maintained in accordance with all federal, state, and local regulations.

- All bait boxes will be placed out of general view
- The lids of all bait boxes will be locked or fastened shut
- The bait will be placed in the baffled protected feeding chamber and not the runway of the box.

C.16.4 The Contractor shall spot spray and bait public areas such as corridors, restrooms, lounges, cafeteria areas, garage dumpster areas and other areas as specified by the Court on an as needed basis or upon request.

C.17 WINDOW WASHING

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

C.18 VENETIAN BLIND CLEANING

All venetian blinds including slats (both sides of the blind) shall be wiped clean free of all dust, embedded dirt and cobwebs.

C.19 STRIPPING AND REFINISHING

Stripped and refinished floors shall form maximum gloss and uniform sheen from wall to wall including corners. Refinished floors shall present a clean appearance free from scuff marks or dirt smears. Furniture and other equipment moved during

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stripping and refinishing shall be returned to their original positions.

C.20

UTILITY WORK - PORTER SERVICES

The contractor shall include in their proposal and as part of the base cleaning services statement of work (and at no additional cost to the government) the designation of a minimum of one (1) individual who remains on the DC Courts campus area during all normal working hours to enable the contractor to respond to all unplanned or unforeseen situations where emergency or short-notice cleaning services may be required. Although this individual is included as a member of the contractor's cleaning staff, he/she shall not be assigned normal daily cleaning duties which may be impacted in the event and unforeseen event occurs requiring cleaning services provided by the contractor. Utility worker(s) shall be evaluated by the timeliness, efficiency and professionalism with which utility work is performed.

[END OF SECTION C]

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SECTION D - PACKAGING AND MARKING

[This section is not applicable to this solicitation]

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SECTION E – INSPECTION AND ACCEPTANCE

E.1 INSPECTION OF SERVICES

- E.1.1 DEFINITIONS: "Services," as used in this clause, includes services performed, furnished or utilized in the performance of services.
- E.1.2 The Contractor shall provide and maintain an inspection/monitoring system acceptable to the District of Columbia Courts covering the services furnished under this contract. Complete records of all inspection/monitoring 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 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 in a manner that will not unduly delay the work.
- E.1.4 If the Courts perform inspections 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:
 - a) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
 - b) 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.1.7 Courts' Inspection System**
 - E.1.7.1 Each phase of the services to be rendered under this contract is subject to Courts inspection, both during and after completion of the work. There is no limit to the

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

- E.1.7.2 In instances where documented unsatisfactory performance exists, it may be necessary to increase the number of inspections in a facility to be more frequent until such time as the Contractor in the facility achieves an acceptable level of service. To obtain an objective evaluation of contractor performance, the following point system shall be utilized. Each contractor deficiency discovered in a facility during an inspection shall receive a negative percentage point of one (1). For example, if a facility has 20 levels, a dirty carpet in each of the 20 levels equal 20 negative percentage points. If there are 10 restrooms in a facility and each of the 10 restrooms did not present a uniformly clean appearance as required by the SOW when they were inspected, the contractor shall receive a negative percentage point of 10 for all restrooms in the facility. If eight to ten (8-10) restrooms are found to be unacceptable, the negative percentage point total will be eight (8). At the conclusion of the inspection, the negative points will be totaled. Contractor performance is at an acceptable quality level in the facility if the cumulative negative percentage point total is 20 or less (80% + compliance). Contractor performance is unacceptable if the cumulative negative percentage point total is more than 20. A contractor's performance exceeds the requirements in a facility when the cumulative negative percentage point total is 10 or less (90% +Compliance). To measure contractor performance in all facilities, first determine the percentage level of compliance in each facility and find the average for all facilities.

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E.2 RESOLUTION OF VALIDATED TENANT COMPLAINTS

The Contractor shall maintain a log of all validated facility tenant complaints and shall develop and implement a procedure to assure that complaints are received promptly, validated, completely taken care of to the satisfaction of the complainant in a timely fashion.

[END OF SECTION E]

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SECTION F - DELIVERIES AND PERFORMANCE

F.1 TERM OF CONTRACT

The term of the contract will be one year from date of award with four (4) option years. The date of award will be the period of performance start date.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

The Courts may extend the term of this contract for a period of one four (4) year option periods, or a fraction 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) calendar days before the contract expires. The preliminary notice does not commit the Courts to an extension. The exercise of any option under this contract is subject to the availability of funds at the time of the exercise of the option. However, the availability of funds does not obligate the Courts to exercise the option year. The Contractor may waive the thirty (30) calendar day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract. If the Courts exercise this option, the extended contract shall be considered to include this option provision.

- F.2.1 The prices for the option periods shall be as specified in the contract. The Offeror shall include in its price proposal, the price for the base year and all option years. Failure to submit price for base year and all option years may cause the Courts to exclude your offer from further consideration.
- F.2.2 The total duration of this contract including the exercise of any options under this clause shall not exceed five (5) years.
- F.2.3 The Courts contemplate the award of a Fixed price contract with payments based on firm fixed unit prices.

F.3 DELIVERABLES

- F.3.1 All deliverables shall be in a form and manner acceptable to the Courts. The Contractor shall furnish office supplies, materials, equipment, and employees required to meet and perform the requirements of this Contract.
- F.3.2 The Contractor shall provide required services to meet the requirements detailed in **Section C - Description/Specifications/Work Statement**. The deliverables identified throughout **Section C** and the initial deliverable(s) summarized in the table below are deemed essential to meeting the objectives of the contract. The Contractor shall provide

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any additional deliverables they deem necessary to successfully manage the program and to justify that the Courts objectives and the contract requirements are being met.

F.3.3 The Contractor shall provide the Courts' COTR with one (1) electronic file format copy, one (1) electronic pdf format and one (1) hard copy of each initial deliverable listed on or before the designated due dates identified in the chart below.

CLIN	DELIVERABLE	SECTION REFERENCE	DUE DATE	TO WHOM
0001	PHASE IN/OUT PLAN	C.13	7 days after contract award	COTR

F.4 PRIOR TO START-UP

F.4.1 After notification of the contract award but no later than five (5) working days prior (unless otherwise specified) to the start of the period of this contract the Contractor shall submit to the Contracting Officer Technical Representative the following:

1. The names of all the Contractor's employees as well as subcontractors (if applicable) and their employees who will fulfill the requirements of this SOW. For each, identify their name, function/job title, scope of their work, experience and job-site location.
2. Documentation showing the Contractor has all the equipment and ten percent (10 percent) of the supplies necessary to fulfill the requirements of this SOW.
3. The Contractor shall provide the names of the Contractor's key personnel along with the mobile telephone numbers, or other communication devices assigned to them by the Contractor. Access to the key personnel by the Courts is a necessary prerequisite to satisfactory performance on this SOW. Failure to be able to contact these key personnel or their refusal to respond in an emergency situation shall constitute a failure to perform and shall be subject to deductions for damages caused and costs incurred by the Courts to obtain alternative response and remedy to the emergency.
4. Contractor shall have internet and/or e-mail services from the Contractor's home office at the Contractor's expense. Email addresses for key personnel shall be provided to the Courts.
5. Copies of Material Safety Data Sheets (MSDS) for all chemical products the contractor has and/or intends to use on the job site. The information shall be contained in a loose-leaf binder in alphabetical order according to the common name of the chemical product. The information shall be cross-indexed in

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alphabetical order by chemical names. Additionally, the Contractor shall legibly label all storage containers or cans in which all the chemicals are stored.

6. The Contractor's written hazardous materials communications (HAZMAT) program established and implemented to ensure the Contractor will meet all currently applicable environmental and other regulatory requirements.
7. A detailed written itemized equipment inventory showing the manufacturer type, model, age, and storage location of all equipment the Contractor will use to fulfill the requirements of this SOW.
8. A written itemized inventory of all materials and supplies (including cleaning products and restroom supplies) which the Contractor will use on the job site. This inventory shall identify the manufacturer, type, and quantity on the job site for each item.

F.5 Daily

- F.5.1 Upon arrival to and prior to departure from the facility, Contractor personnel shall complete a sign-in/sign-out log, designed by the contractor and acceptable to the Courts. This log shall contain column line entries for such information as Date/ Time of Arrival/Departure, hours worked, type of work performed etc. All employees shall make entries to the log on-site. Electronic log-in / log-out reports can also be used in lieu of a manual log. There shall be no exceptions to this requirement.

F.6 Monthly

- F.6.1 The Contractor shall meet with the Contracting Officer's Technical Representative (COTR) monthly for the first three (3) months of the contract. These meetings shall be held on the job site during normal working hours at a time and location established by the Courts. At these meetings the Contractor shall demonstrate to the Courts the extent to which the Contractor has fulfilled all the requirements of the SOW. The Contractor shall also advise the Courts of all instances where the Contractor has not fulfilled any of the requirements of this SOW. The Contractor shall provide in writing to the Courts (within three (3) business days after this meeting) a plan and schedule (with critical milestones) to remedy all deficiencies which are identified at this meeting.
- F.6.2 The Contractor will be provided training and login information for the Court's customer service request tracking system, Manager Plus. This system is used by the contractor and the Courts to process and track all janitorial and related supplemental services requested from the Courts' staff as well as actions pursuant to this SOW by the Courts.

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F.7 Quality Control Program

- F.7.1 The Courts shall prescribe areas to be cleaned and the cleaning standards that the prospective contractor shall meet. The Contractor shall implement a Quality Control (QC) Program, including inspections/ evaluations of each phase of the base (routine) cleaning requirement as well as the related supplemental services performed by the contractor. The contractor emphasis shall be placed on quality and timeliness of contractor service delivery, with the primary focus on tenant satisfaction.
- F.7.2 The QC program includes facility inspections (scheduled and unscheduled) to monitor the quality and quantity of the contractor's work at any time. There is no limit to the number of inspection(s) that can be conducted before, during and/or after completion of the cleaning tasks. However, the inspections shall be conducted in a manner that does not unduly delay and/or inhibit the work of the contractor.
- F.7.3 In the event that a contractor's work is determined to be unacceptable, the Courts shall exercise one of the following options:
 - F.7.3.1 The Courts shall require the Contractor to immediately correct such deficient item of work upon notification.
 - F.7.3.2 The Courts may correct the deficiency by using another Contractor. Direct labor and materials costs incurred by the Courts to correct the item of unsatisfactory performance shall be deducted from any payments due to the Contractor.
 - F.7.3.3 If unsatisfactory performance should continue, the Contracting Officer shall contract the work to other contractors and/or charge the contractor for all costs incurred by the Courts.
 - F.7.3.4 If unacceptable work by the contractor persists, the Courts shall terminate the contract for default in accordance with the default termination clause of the DC Courts General Provisions (**Attachment J.1**).
 - F.7.3.5 The QC Program will include an inspection system covering all the services stated in this contract. A copy of the checklist used in carrying out the specified inspection. In addition, a system for identifying and correcting deficiencies in the quality of service. Files will be maintained by the contractor, and made available to the Courts of all inspections conducted by the contractor and corrective actions taken.

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F.8 Safety and Health

- a) All work will comply with OSHA and state safety and health regulations.
- b) The contractor assumes the full responsibility and liability for compliance with all regulations in pertaining to the health and safety of personnel performing the work specified in this RFP.
- c) Uncertified individuals working under the supervision of a Certified Applicator will not be permitted to provide service under the terms of this contract.

F.9 STANDARD OF PERFORMANCE

The Contractor shall provide a high standard of professional service. In determining whether the Contractor has performed accordingly, it is understood and agreed that the Courts will measure the amount and quality of the services required by the contract against the representations made by the Contractor in the written proposal provided during the solicitation process.

F.10 KEY PERSONNEL ROLES AND RESPONSIBILITIES

The following positions are designated as Key Personnel. It is the Court's view that the expertise of identified key personnel are essential to meeting the Court's objectives,

- a) **Contract Manager** - The Contractor shall provide an onsite, full time contract manager whose sole responsibility is the performance of the work required in this Performance Work Statement. The name of this person and an alternate who shall act for the Contractor when the manager is absent, shall be designated in writing to the Contracting Officer and Contracting Officer's Technical Representative. The contract manager or alternate shall have full authority to act on behalf of the Contractor regarding all contract matters relating to daily operation of this contract. The contract manager or alternate shall be available between 7:00 am to 4:00 pm Monday through Friday for normal duty hours except Federal holidays or when the Government facility is closed for administrative reasons. The contract manager or alternate shall be available to respond to emergency service requests twenty four (24) hours a day, to include weekends and federal holidays.

The Contractor shall provide contact information for the Contract Manager and alternate for normal and other than normal duty hours to respond to emergency requirements. The Contract Manager or alternate shall be available to meet with the COTR within one (1) hour, during normal business hours. If it involves a valid customer complaint. Contractor must re-perform missed or unacceptable services within two (2) hours of notification.

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- b) **Quality Control Representative-** The Quality Control Representative shall implement and maintain full compliance with the Quality Control Plan (QCP) throughout the term of the contract.

- c) **Porter** - This individual shall remain on the DC Courts campus area during all normal working hours to enable the contractor to respond to all unplanned or unforeseen situations where emergency or short notice cleaning services may be required.

F.11 PERSONNEL REQUIREMENTS

F.11.1 Background Security Clearance

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

F.11.2 Attire/Uniforms

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

F.11.3 Supervision

The Contractor shall have adequate Supervision on-site during the scheduled hours of contract performance to ensure that cleaning functions are performed as scheduled by the contractor. Supervisor and/or alternate shall be available during all times work is in progress. Telephone numbers or pager numbers (if applicable) shall be furnished to the Courts for use in contacting the supervisor should the need occur when the supervisor is not on the work site.

F.11.4 Professional Conduct

At all times, civility is expected from contractor's employees to act in a respectful and professional manner. The Contractor agrees that each of its employees is properly qualified and will use reasonable care in the performance of janitorial service operations. If the DC Courts determines for any reason that the qualifications, actions, or conduct of any particular Contractor employee has violated this contract by performance, unsatisfactory services, interfering with operation of the properties, bothering or annoying any occupants or other contractors or subcontractors at the properties, or that such actions or conduct are otherwise detrimental to the DC Courts then upon receipt of the DC Courts written notice, the Contractor shall remove said individual(s) from the Courts site and immediately provide qualified replacement person(s).

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[END OF SECTION F]

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SECTION G -CONTRACT ADMINISTRATION DATA

G.1 Payment/Invoices

- G.1.1 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. The contractor shall be compensated as set forth below.
- G.1.2 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>. Contractor must have a DUNS number for SAM registration.
- G.1.3 After contract and purchase order award, 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 email at IPPCustomerSupport@discal.treasury.gov or by phone (866) 973-3131.
- G.1.4 Payment request means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, at a minimum, the Contractors' electronic invoice shall include the following information:
- Name and address of the Contractor,
 - The purchase order number,
 - Invoice date,
 - Invoice number,
 - Name of the Contracting Officer Technical Representative (COTR),
 - COTR email address, and
 - Description, quality, unit of measure, and extended price of the services or supplies actually rendered.
- G.1.5 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

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stated in the contract.

G.1.6 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.1.7 (1) The invoice shall include a certification, signed by an authorized representative of the Contractor, as follows:

The undersigned hereby certifies to the best of my knowledge and belief that the fiscal report and any attachments have been prepared from the books and records of the Contractor in accordance with the terms of this contract and are correct. The sum claimed under this contract is proper and due, and all the costs of contract performance (except as herewith reported in writing) have been paid, or to the extent allowed under the applicable payment clause, will be paid currently by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and the quantities and amounts involved are consistent with the requirements of this Contract; all required Contracting Officer approvals have been obtained; and appropriate refund to the Courts will be made promptly upon request in the event of disallowance of costs not reimbursable under the terms of this contract.

BY: _____
TITLE: _____
DATE: _____

G.1.8 Upon compliance by the Contractor with all the provisions of this contract, acceptance by the Courts of the work and final report, and a satisfactory accounting by the Contractor of all the Courts property for which the Contractor had custodial responsibility, the Courts shall promptly pay to the Contractor any moneys (dollars or local currency) due under the completion voucher. The Courts will make suitable reduction for any disallowance or indebtedness by the Contractor by applying the proceeds of the voucher first to such deductions and next to any un-liquidated balance of advance remaining under this contract.

G.2 FINAL INVOICE

G.2.1 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.

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G.2.2 The Contractor must complete and submit to the COTR a D.C. Courts Release of Claims form (Attachment J.7) as well as provide a copy of the final electronic invoice.

G.3 TAX EXEMPT

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

G.4 PROMPT PAYMENT ACT

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

G.5 BILLING/PAYMENT

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

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) calendar days after written notification.

G.7 CONTRACTING OFFICER AND CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.7.1 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
Administrative Officer
Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 616
Washington, D.C. 20001

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G.7.2 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:

Eric Butts
Project Manager
District of Columbia Courts
616 H Street, N.W., Suite 616
Washington, D.C. 20001

G.8 AUTHORIZED REPRESENTATIVE OF THE CONTRACTING OFFICER

G.8.1 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.8.2 TECHNICAL DIRECTION/RELATIONSHIP WITH THE COURT

a) Technical Directions are defined to include:

- 1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
- 2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;
- 3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.

b) The COTR is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:

- 1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
- 2) Perform or cause to be performed, inspections necessary in connection with the above and require the Contractor to correct all deficiencies; perform acceptance for the Government.

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- 3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as “Contracting Officer’s Technical Representative “with a copy furnished to the Contracting Officer.
- 4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.
- 5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.
- 6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

LIMITATIONS: The Contracting Officer’s Technical Representative is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by the Courts. The Contracting Officer’s Technical Representative may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of level of effort. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, and schedules shall be made only by the Contracting Officer.

- c) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations. The Contractor and the Contracting Officer’s Technical Representative shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.
- d) Failure by the Contractor to report to the Contracting Officer, any action by the Court considered to a change, within the specified twenty (20) calendar days (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

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G.8.3 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.

[END OF SECTION G]

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SECTION H - SPECIAL CONTRACTS REQUIREMENTS

H.1 OTHER CONTRACTORS AND CONSULTANTS

H.1.1 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 incumbent 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 DC COURTS' RESPONSIBILITIES

H.3.1 FACILITIES

Janitor's closets and storage areas are available for minor on-site storage of non-hazardous equipment and materials. Locations will be disclosed to the Contractor by the Contracting Officer's Technical Representative at the kick off meeting. The Contractor may store equipment and materials that are for use under this contract. Use is subject to restrictions identified herein, in the contract clauses, and as necessary to ensure the safety and hygiene of the Courts facilities. Prior to any modification of the facilities performed by the Contractor, the Contractor must notify and receive written permission from the

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COTR and provide documentation describing the modification requested in detail.

H.3.2 UTILITIES

The contractor will be able to utilize onsite electricity and water to perform required cleaning tasks. There will be no additional expense to the contractor for these items. The Contractor shall ensure employees practice utilities conservation. Service problems shall be immediately identified to the COTR.

H.4 SECURITY REQUIREMENTS

The Courts is a unique environment for Contractors to perform work. There are levels of security that can hinder access to all areas of the buildings, such as, high-traffic areas, cell blocks, and secure areas for Judge and Jurors. Working in a building that includes many different levels of security can be challenging. The Contractor is required to obtain Court clearances for their project team, support staff, and if applicable any subcontractors, and shall obtain permission to work in secure areas. The Courts will notify the Contractor of its requirement for Contractor personnel to obtain a badge for building access and all such requirements as soon as practicable. During the term of the contract, if there are new procedures the Contracting Officer or their representative will notify the Contractor of any new requirements and the Contractor shall satisfy security requirements as designated by the Contracting Officer. Contractors should understand that some secure areas require work to be performed during off hours or with the accompaniment of Court Security Officers (CSO). These secure areas include the Clerk of the Court's office area, Judges Chambers, and the space for the U.S. Marshals Services.

H.5 SPECIAL REQUIREMENTS

H.5.1 The Contractor shall return the facilities to the government in the same condition as received--reasonable wear and tear and approved modifications excepted. These facilities shall only be used in the performance of this contract. The Contractor shall not store more than a one month supply of cleaning products on the site. All chemicals shall be properly stored.

H.5.2 Physical Security

The Contractor shall safeguard all Court equipment, information and property provided for Contractor use. At the close of each work period, Court facilities, equipment and materials shall be secured.

H.5.3 Key Control

The Contractor shall establish and implement methods of making sure all keys/key cards issued to the Contractor by the Courts are not lost or misplaced and not used by unauthorized persons. No Government issued keys shall be duplicated. The Contractor shall develop procedures covering key control that shall be included in the Quality Control Plan (QCP). Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall

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immediately report any occurrences of lost or duplicate keys/key cards to the Contracting Officer (CO) or the COTR. In the event keys are lost or duplicated, it shall be reported within twenty four (24) hours of discovery. The Court, at its option, may replace the affected lock core(s) or perform re-keying. When the replacement of lock cores or re-keying is performed by the Court, the total cost of re-keying or core replacement shall be deducted from the monthly payment due to the Contractor. In the event a master key is lost or duplicated, all locks and keys for that facility shall be replaced by the Court and the total cost shall be deducted from the monthly payment due to the Contractor. The Court will conduct a semi-annual key inventory.

H.5.4 The Contractor shall prohibit the use of Court issued keys by any persons other than the Contractor's employees. The Contractor shall prohibit the opening of locked areas by employees to permit entrance of person other than Contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the CO or COTR. The Contractor shall ensure all interior doors and windows are closed and locked after completion of service with the exception of areas occupied by Court personnel. The Contractor shall ensure exterior doors are closed and locked upon completion of service regardless of building occupancy. Exterior doors shall be left unsecure during the Contractor's exit from facility for the removal of trash, cleaning supplies or equipment.

H.5.5 Identification of Contractor Employees

All contract personnel attending meetings, answering Court telephones, and working in other situations where their Contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Court officials. They must also ensure that all documents or reports produced by Contractors are suitably marked as Contractor products or that Contractor participation is appropriately disclosed. Contractor shall provide each employee with an identification (ID) badge administered by the Courts. Personnel shall wear the ID badge at all times when performing work under this contract. ID badges shall be worn in a conspicuous place except when safety or health reasons prohibit such placement.

H.5.6 Contractor Personnel Conduct

Contractor personnel conduct shall not reflect discredit upon the Court. The Contractor shall ensure that personnel present a professional appearance. The Contractor's employees shall observe and comply with all Court's policies and procedures concerning ethical behavior, fire, safety, environmental protection, sanitation, security, and possession of firearms or other lethal or illegal weapons or substance. The Contractor is responsible for ensuring that any Contractor employee providing services under this contract conduct themselves and perform services in a professional, respectful, safe, and responsible

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manner. The Contractor shall remove from the job site any employee for reasons of misconduct or security as requested by the COTR.

H.5.7 The Contractor shall ensure no Contractor employees conduct political related activities or events.

H.5.8 Incidents and Investigations

The Contractor and its sub-contractors (if applicable) shall promptly report pertinent facts regarding mishaps involving Court property damage or injury to Court personnel and to cooperate in any resulting safety investigation. The Contractor shall notify (via telephone) the Contracting Officer, the Contracting Officers Technical Representative, and/or other applicable members within two (2) hours of all mishaps or incidents. The Court personnel that was notified by the Contractor will in-turn notify the Courts' Security Office. Contractor notifications made after duty hours shall also be reported to the appropriate security office. The Contractor and any sub-contractors shall cooperate fully and assist the Court personnel until the investigation is complete.

H.5.9 Contractor Management Responsibility

The Contractor's Contract Manager shall be the Contractor's Authorized Representative for technical and administrative performance of all services required hereunder. The Contract Manager shall be the single point of contact through which all Contractor/Court communications, work and technical direction shall flow. The Contract Manager shall be present at scheduled meetings as requested by the Courts.

H.5.10 Monitoring Grounds

Unless otherwise indicated by the contract or COTR, picking up debris on the grounds in and around the Courts' campus shall take place twice daily, 5 days per week at the Moultrie Court Building (500 Indiana Ave, NW) and DC Court of Appeals (430 E Street). The first property survey shall be completed by noon EST. The second property survey shall be completed after 4:00 p.m. EST. Monitoring and removing debris from the exterior grounds at 515 5th Street, 510th Street and 410 E Street shall occur once a day, Monday through Friday.

H.5.11 Suitability of Contractor Personnel

A pre-employment check of each person proposed to be employed for the services required by these specifications shall be made by the Contractor to determine suitability for employment on the basis of such factors as qualifications for the job and personal integrity. Upon request by the Courts, documentation shall be furnished by the Contractor supporting suitability. If information indicating unsuitability of an individual for employment is detected by Court or by the Contractor, such individual must not be employed.

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H.5.12 The employees of the Contractor or its subcontractors who perform work in the Court premises must be cleared by the Department Metropolitan Police Dept. Criminal history background checks for all contractor and subcontractor employees will be submitted and processed by DC Courts at no cost to the Contractor.

H.6 DELAY AND/OR SUSPENSION OF WORK

(a) 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.

(b) 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.

(c) A claim under this clause shall not be allowed:

(1) For any costs incurred more than twenty (20) calendar 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

(2) 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.7 SAFETY PRECAUTIONS

(a) 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.

(b) 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.

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(c) 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.8 USE OF PREMISES

(a) The Contractor shall comply with the regulations governing the operation of premises, which are occupied and shall perform under the contract in such a manner as not to interrupt or interfere with the conduct of the Courts. The Courts will make available office spaces and will provide access to all office infrastructure for the contractor to operate.

(b) 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.

(c) The Contractor shall use only such entrances to the work area as designated by the COTR.

(d) Any work, once started, shall be completed as rapidly as possible and without unnecessary delay.

(e) Only such portions of the premises as required for proper execution of the contract shall be occupied.

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

(g) Work performed in existing buildings shall be executed in a manner that will cause minimum interference with facility occupants.

(h) All work shall be carried on in an orderly manner performed in such manner to cause minimum:

- (1) Interference with or disruption of normal activities in the building which is occupied; and
- (2) Noises or disturbances.

H.9 ACCESS TO BUILDING

(a) Contractor will be given access to all buildings where work will be performed.

(b) Contractor will be given access to buildings only on Monday through Friday of each week unless otherwise necessary or required as per the contract to obtain access after regular working hours and/or for work on Saturday, Sunday or Holidays.

(c) Contractor shall make all necessary arrangements for access to the building after regular working hours and/or for work on Saturday, Sunday or Holidays with the COTR.

H.10 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

The Court's obligation for performance of this contract beyond this current fiscal year is contingent upon the availability of appropriated funds from which payment for contract

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purposes can be made. No legal liability on the part of the Courts for any payment may arise for performance under this contract beyond this fiscal year, 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.11 CONSENT TO SUBCONTRACT

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor or consultant 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 subcontractor approved by the Courts, the Contractor shall remain liable to the Courts for all contractors' work and services required hereunder.

H.11.1 The Contractor must request Contracting Officer consent and submit the information required by the aforementioned clause for any subcontracts that was not part of the proposal.

H.12 SUBCONTRACTS

- (a) Nothing contained in the contract documents shall be construed as creating any contractual relationship between any subcontractor and the Courts.
- (b) The Contractor shall be as fully responsible to the Courts 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.
- (c) The Contractor shall be responsible for the coordination of the trades, subcontractors, materials, and persons engaged upon his work.
- (d) The Courts will not undertake to settle any differences between the Contractor and his subcontractors or between subcontractors.

H.13 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.

[END OF SECTION H]

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

I.3 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 (3) 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 PROTEST

- I.6.1 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) calendar days after the basis of the protest is known (or should have been known), whichever is earlier with the Contracting Officer at:

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

I.6.2 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.7 RIGHTS IN DATA

I.7.1 “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.7.2 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.7.3 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

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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.7.4 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.7.5 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 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.7.6 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:
 - I.7.6.1 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;
 - I.7.6.2 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;

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I.7.6.3 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.7.7 The restricted rights set forth in section I.7.6 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.

_____ 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.

I.7.8 In addition to the rights granted in Section I.7.6 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.7.6 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.7.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.7, 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.7.10 For all computer software furnished to the Courts with the rights specified in this section, the Contractor shall furnish to the Courts, a copy of the source code with such rights of the scope specified in Section I.7.5. For all computer software furnished to the Courts

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with the restricted rights specified in Section I.7.6, 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.7.11 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.7.12 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.7.13 Paragraphs I.7.5, I.7.6, I.7.7, I.7.11 and I.7.12 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.8 CANCELLATION CEILING

I.8.1 In the event of cancellation of the contract because of non-appropriation for any fiscal year after fiscal year 2019, 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.9 Debriefing

An unsuccessful offeror may request a debriefing by submitting a written request to the Contracting Officer at the address specified in I.6 above within three (3) calendar days from the date of receipt of the notification of award.

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I.10 Insurance

I.10.1 General Requirements

All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed. 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 policies of insurance shall provide for at least thirty (30) day written notice to the District of Columbia Courts prior to their termination or material alteration. The Contractor must submit to the Contracting Officer a certificate of insurance as evidence of compliance within ten (10) calendar days after request.**

The Contractor shall require all subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) calendar days prior written notice in the event that the stated limits in the declaration page is reduced via endorsement or the policy is cancelled prior to the expiration date shown on the certificate. The Contractor shall provide the Contracting Officer with ten (10) calendar days prior written notice in the event of non-payment of premium.

I.10.2 Automobile Liability Insurance

Comprehensive Automobile Liability Insurance (applicable to owned, non-owned and hired vehicles): The Contractor shall carry comprehensive automobile liability insurance applicable to owned, non-owned, and hired vehicles against liability for bodily injury and property damage in an amount not less than that required by law of the District's Compulsory/No-Fault Vehicle Insurance Act of 1982, as amended. The policy shall provide coverage of at least \$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

I.10.3 Workers' Compensation Insurance

The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

I.10.4 General Liability Insurance

The Contractor shall provide bodily injury liability insurance coverage of at least \$1 million per occurrence.

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I.10.5 Duration

The Contractor shall carry all required insurance until the contract work is accepted by the Courts and shall carry the required General Liability; and any required Employment Practices Liability Insurance for five (5) years following final acceptance of the work performed under this contract.

I.10.6 Liability

These are the required minimum insurance limits required by the Courts. **HOWEVER THE REQUIRED MINIMUM INSURANCE REQUIREMENTS WILL IN NO WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**

I.10.7 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 costs of insurance and bonds in the contract price.

I.10.8 Notification

The Contractor shall immediately provide the Contracting Officer with written notice in the event its insurance has or will be substantially changed, cancelled or not renewed, and provide an updated Certificate of Insurance to the Contracting Officer.

I.10.9 Certificates Of Insurance

The Contractor shall submit Certificates of Insurance giving evidence of the required insurance coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Toshia Jackson
Contract Specialist
616 H Street, N.W.
Suite 612
Washington, DC 20001
Phone: 202-879-2881
toshia.jackson@dcsc.gov

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I.10.10 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.11 Order of Precedence

I.11.1 A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following of precedence:

- (a) Contract Award Document
- (b) DC Courts General Provisions
- (c) Contract Attachments
- (d) RFP, as amended
- (e) Contractor's Proposal

I.12 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 affect 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 ninety (90) calendar 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

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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 and applicable information 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.

[END OF SECTION I]

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PART III

LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

- J.1 General Provisions Applicable to D.C. Courts Contracts**
- J.2 Anti-Collusion Statement**
- J.3 Ethics in Public Contracting**
- J.4 Non-Discrimination**
- J.5 Certification of Eligibility**
- J.6 Tax Certification Affidavit**
- J.7 Certification Regarding a Drug-Free Workplace**
- J.8 Past Performance Evaluation Form**
- J.9 Supplier Request Form**
- J.10 The District of Columbia Courts Facilities Management Plan**
- J.11 District of Columbia Courts Release of Claims**

[END OF SECTION J]

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

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

K.1.2 By submission of its offer, the Offeror, if other than an individual who is making an offer that equals or exceeds \$25,000.00, certifies and agrees, that with respect to all employees of the Offeror to be employed under a contract resulting from this solicitation, it will - no later than thirty (30) calendar days after contract award (unless a longer period is agreed to in writing), for contracts of thirty (30) calendar days or more performance duration, or as soon as possible for contract of less than thirty (30) calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed.

- K.1.2.1 Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- K.1.2.2 Establish an ongoing drug-free awareness program to inform such employees about -
- (i) The dangers of drug abuse in the workplace;
 - (ii) The Contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- K.1.2.3 Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph K.1.2.1 of this provision;
- K.1.2.4 Notify such employees in writing in the statement required by subparagraph K.1.2.1 of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will
- (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) calendar days after such conviction;
- K.1.2.5 Notify the Contracting Officer in writing within ten (10) calendar days after receiving notice under subdivision K.1.2.4 (ii) of this clause, from an employee or otherwise receiving actual notice of such conviction;
- K.1.2.6 The notice shall include the position title of the employee; and
- K.1.2.7 Within thirty (30) calendar days after receiving notice under subdivision K.1.2.4 (ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
- (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 the above subparagraphs K.1.2.1 through K.1.2.7 of this provision.
- K.1.2.9 By submission of its offer, the Offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the Offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.
- K.1.2.10 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.1.2.11 In addition to other remedies available to the Court, 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.1.2.12 **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 bidder acknowledges receipt of Addenda to the solicitation and related documents numbered and dated as follows:

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

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

K.3 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.4 . CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- (a) Each signature on the bid is considered to be a certification by the signatory that:
 - (1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices bid;
 - (2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor

before bid opening unless otherwise required by law; and

- (3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.
- (b) Each signature on the bid is considered to be a certification by the signatory that the signatory;
 - (1) Is the person in the Bidder's organization responsible for determining the prices being offered in this bid, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above; or
 - (2)
 - (i) Has been authorized, in writing, to act as agent for the following principles in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above:

(insert full name of person(s) in the organization responsible for determining the prices offered in this bid and the title of his or her position in the Bidder's organization);
 - (ii) As an authorized agent, does certify that the principals named in subdivision (b) (2) (1) above have not participated, and will not participate, in any action contrary to subparagraphs (a) (i) through (a) (3) above; and
 - (iii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.
- (c) If Bidder deleted or modifies subparagraph (a) (2) above, the Bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

K.5. TYPE OF BUSINESS ORGANIZATION

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

K.6. PAYMENT IDENTIFICATION NO.

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

Please list below applicable Contractor information:

Federal Tax Identification Number: _____

Or

Social Security Number: _____

Legal Name of Entity Assigned this Number: _____

Street Address and/or Mailing Address: _____

City, State, and Zip Code: _____

Type of Business: _____

Telephone Number: _____

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

[END OF SECTION K]

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**PART V
REPRESENTATIONS AND INSTRUCTIONS**

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 Proposal Submission and Identification.

L.1.1 The District of Columbia Courts will not accept a facsimile copy of a proposal as an original. Unless specifically authorized in the solicitation, the District of Columbia Courts shall not accept telegraphic offers.

L.1.2 Proposals shall be submitted in a sealed proposal package. The Offeror shall conspicuously mark on the outside of the proposal package the name and address of the offeror and the following:

***Solicitation Number:** DCSC-19-RFP-0011*

***Caption:** DC Courts Janitorial Services*

***Proposal Due Date & Time:** January 15, 2019 at 2:00pm*

L.1.3 Confidentiality of Submitted Information.

L.1.3.1 Offerors who include in their proposals data that they do not want disclosed to the public or used by the District of Columbia Courts except for use in the procurement process shall mark the title page of the proposal document with the following legend:

L.1.3.1.1 *"This proposal includes data that shall not be disclosed outside the District of Columbia Courts and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process."*

L.1.3.2 The specific information within the proposal which the Offeror is making subject to this restriction announced on the title page must be noted on the individual pages which contain it. The Offeror shall mark each page containing confidential information or data it wishes to restrict with the following text:

L.1.3.2.1 *"Use or disclosure of data contained on this page is subject to the restriction on the title page of this proposal".*

L.1.3.3 Note that the District of Columbia Courts shall have the right to duplicate, use, or disclose the data to the extent consistent with the Court's internal needs in the procurement process. The Courts may, without permission of the Offeror, use, without restriction, information contained in this proposal package if it is obtained from another source.

L.1.4 **Offerors may submit Proposals either by mail or by hand delivery/courier services.**

L.1.4.1 **Offerors submitting their proposals by mail must mail their proposals to the following address:**

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

L.1.4.2 **Offerors submitting their proposals by hand delivery/courier services must hand deliver their proposals to the following address:**

District of Columbia Courts
Administrative Services Division
Procurement and Contracts Branch
Attn: Toshia Jackson, Contract Specialist
701 7th Street, N.W., Suite 622
Washington, D.C. 20001

L.2 Proposal Information and Format.

L.2.1 At a minimum, each proposal submitted in response to this RFP shall include sections, as set forth below, which address the approach for the work described in Section "C" - Description/Specifications/Work Statement. The proposal shall include the requisite legal representations, resources which will directly be employed in the project, client references, and a description of similar services provided by the Offeror and its key personnel. Failure to address adequately any of these areas may result in the proposal being eliminated from consideration for award.

L.2.2 Proposals shall be prepared simply and economically, providing a straightforward, concise delineation of Offeror's capabilities to satisfy the requirements of this RFP. Fancy bindings and colored displays or promotional material are not desired or preferred, but pages must be numbered. **The proposal shall be prepared in two volumes. These shall be submitted in loose-leaf, three-ring notebooks for each copy of Volume I – Technical Proposal, and for each copy of Volume II - Price Proposal.**

L.2.3 Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The Offeror shall respond to each factor

in a way that will allow the Courts to evaluate the Offeror’s response. The Offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the Offeror proposes to fully meet the requirements in Section C and all other incorporated solicitation documents.

L.2.4 Offerors shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate.

L.3 Volume I - Technical Proposal

L.3.1 No pricing information is to be included in Volume I - Technical Proposal.

L.3.1.1 The technical proposal shall comprise of the following tabs:

TAB	SECTION
A	GENERAL INFORMATION
B	TECHNICAL APPROACH
C	EXPERIENCE/CREDENTIALS/RESUMES
D	PAST PERFORMANCE

L.3.1.2 Volume 1 - Tab A – General Information

In this section (Tab A) of the proposal, the Offeror shall provide a brief description of its organization to include:

1. Brief history of the Company;
2. Name, Address, Telephone Number and DUNS and Federal ID Numbers of the Offeror;
3. If the Offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements; and
4. Name, Address, email and current phone number of Offeror’s points of contact.
5. A copy of each District of Columbia license, registration or certification that the Offeror is required by law to obtain. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the Offeror shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements. Documentary evidence

should also be provided to show that the Offeror is current in its tax obligation to the District of Columbia.

6. Include the following disclosure information:
 - (i) Disclosure details of any legal action or litigation past or pending against the offeror;
 - (ii) A statement that the offeror knows of no conflict between its interests and those of the District of Columbia Courts; and further that the offeror knows of no facts or circumstances that might create the appearance of a conflict between its interests and those of the District of Columbia Courts

L.3.1.3 **Volume I - Tab B - Technical Approach (See Section M.2)**

Five (5) pages limit has been established for the Technical Approach to encourage concise presentation, while responding to and explaining how all technical requirements shall be fulfilled. Any material beyond the five (5) pages limit will not be considered. The Offeror shall provide a **comprehensive work plan to accomplish the work described in Section "C"-Description/Specifications/Statement of Work.**

This shall, at a minimum, include:

1. Overall understanding of the RFP requirements.
2. The Feasibility of the proposed approach and the method of which implementation, including tasks, timeline, and management, accountability and expected deliverables.
3. A comprehensive list of project tasks and deliverables.
4. Clearly defined project responsibilities and accountability.
5. A draft cleaning schedule (See Section C.12) consisting of the first six (6) months of contractor's performance.

L.3.1.4 **Volume I - Tab C – Section C – Experience/Credentials/Resumes (See Section M.2)**

(a)The Offeror's overall firm experience, and proposed staffing, as a team, shall demonstrate, at a minimum, relevant experience with recent projects which are similar in size, scope and value. Address at a minimum, the project description, size, value, and contact information for each project.

(b) Resumes of proposed staff who will serve as points of contact for any component of this project and will interact with the Courts management. At a minimum, resumes shall include the name, title, proposed role, references, certifications, licenses, education, relevant experience (highlight similar projects competed by individual team members), and history with the company (if any), etc. If applicable, any additional relevant information.

L.3.1.5 **Volume I - Tab D – Past Performance (See Section M.2)**

The information requested in this section shall facilitate the evaluation of the Offeror's past performance in delivering the Court's requirements as described herein.

The Offeror shall provide any information to substantiate the Offeror's past performance in completing the requirements of Section C. The Offeror shall provide the following information:

Three (3) references to include information about previously performed Courts or federal or private contracts providing similar and/or like services, inclusive of dates, contract amount, address and telephone number of the contract administrator. **Each reference shall be submitted on the Past Performance Evaluation Form (Attachment J.8) and shall address client's satisfaction with Offeror's performance and deliverables on similar services.**

Past Performance Evaluation Form (Attachment J.8) will be used to query previous customers regarding Offerors past performance on contracts. Offerors shall assure that customers listed in the proposal complete and sign the Performance Evaluation Form and return them with the technical proposal submission. For each reference contacted, the contact person will be requested to confirm the period of performance, dollar amount, timeliness of performance, cost control business relations and customer satisfaction.

Past performance information will be used for responsibility determination. The Courts will focus on information that demonstrates quality of performance relative to the similarity of scope, magnitude and complexity to that detailed in the RFP.

The Courts reserves the right to contact the owners of projects known to have been completed within the last three (3) years but not supplied as references, and the information received may be used in the evaluation of past performance.

L.4 Volume II – Price Proposal

L.4.1 The price proposal shall comprise the following tabs:

Tab A	Price Information (See Section M.3)
--------------	--

L.4.2 A separately bound price proposal must be submitted using the format provided in Section "B" of this RFP. The price furnished by the Offeror shall be detailed/itemized for the services set forth in Section C. The Offeror's price proposal shall become a part of the awarded contract. The Offeror's price proposal shall include all costs for the required services. This pricing information will also be used for evaluation purposes.

L.5 Each offeror shall submit one completed copy of the RFP, one (1) original and four (4) separately bound copies of the Technical Proposal, and one (1) original and four (4) separately bound copies of the Price Proposal. Each proposal shall be properly indexed and include all information requested in the RFP.

L.6 Proposal Submission Date and Time, Late Submission, Modifications and Withdrawals

L.6.1 Proposals shall be submitted no later than the date and time specified in the solicitation. Proposals, modifications to proposals, or requests for withdrawal that are received in the designated Courts office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

L.6.1.1 The proposal or modification was sent by registered or certified mail no later than the fifth (5th) calendar day before the date specified for receipt of offers;

L.6.1.2 The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the Courts after receipt; or

L.6.1.3 The proposal is the only proposal received.

L.6.1.4 The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is

presumed to be the last minute of the date shown. If no date is shown in the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.

L.6.1.5 A late proposal, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

L.6.1.6 A late modification of a successful proposal which makes its terms more favorable to the Courts shall be considered at any time it is received and may be accepted.

L.6.1.7 A late proposal, late modification or late withdrawal of offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

L.7 Questions

L.7.1 Questions concerning this Request For Proposal must be directed by **e-mail** to:

Toshia Jackson
Contract Specialist
Procurement and Contracts Branch
Administrative Services Division
Toshia.Jackson@dcsc.gov

L.7.2 **Any prospective Offeror with questions, desiring an explanation or interpretation of this solicitation must request it by email no later than, December 28, 2018 by 12:00 p.m, (EST).** Requests should be directed to the procurement contact person at the e-mail address listed in Section L.7.1. Any substantive information given to a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors as an amendment to the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.8 Changes to the RFP

L.8.1 The terms and conditions of this RFP may only be modified by written addenda issued by the Contracting Officer, any oral representations to the contrary notwithstanding.

L.9 Contract Award

L.9.1 The Courts intend to make one or more awards to the responsible Offerors whose

proposal represents the best value to the Courts taking into consideration the evaluation factors set forth in Section M.

- L.9.2 The Courts may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offeror's best terms from a standpoint of price, technical, and other factors.

L.10 Final Proposal Revisions (FPRs)

The Courts may award a contract upon the basis of initial offers received, without discussions. Therefore, each initial offer shall contain the offeror's best terms from a cost and technical standpoint. However, if discussions are held with offerors, all offerors within the competitive range will be notified regarding the holding of discussions and will be provided an opportunity to submit written Final Proposal Revisions at the designated date and time. If any modification is submitted, it must be received by the date and time specified and is subject to the "Late Submissions, Modifications and Withdrawals of Proposals" provisions of this solicitation. After receipt of Final Proposal Revisions, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the Courts best interest to do so. If discussions are reopened, the Contracting Officer shall issue an additional request for Final Proposal Revisions to all offerors still within the competitive range.

L.11 Cancellation of Award

- L.11.1 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.12 Official Offer

- L.12.1 Offers signed by an agent shall be accompanied by evidence of that agent's authority unless that evidence has been previously furnished to the Contracting Officer.

L.13 Certifications, Affidavits and Other Submissions

- L.13.1 Offerors shall complete and return with their proposal the Representations and Certifications (Attachments: J.2-Anti-Collusion Statement, J.3-Ethics in Public Contracting, J.4-Non-Discrimination, J.5-Certification of Eligibility, J.6-Tax Certification Affidavit, J.7-Certification of a Drug-Free Workplace, J.8-Past Performance Form, and J.9 Supplier Request Form).

L.14 Retention of Proposals

L.14.1 All proposal documents shall be the property of the District of Columbia Courts and retained by the Courts, and therefore will not be returned to the offerors. One (1) copy of each proposal shall be retained for official files and will become a public record after the award and open to public inspection. It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the Courts except as to the disclosure restrictions contained in Section L.1.3.

L.15 Public Disclosure under FOIA

L.15.1 Trade secrets or proprietary information submitted by an offeror in connection with procurement shall not be subject to public disclosure under the District of Columbia Freedom of Information Act (FOIA). This Act is not applicable to the Court. However, the offeror must invoke the protection of this section prior to or upon submission of the data or other materials; must identify the specific area or scope of data or other materials to be protected; and state the reasons why protection is necessary. A blanket proscription that the offeror's entire proposal is proprietary will have no effect whatsoever.

L.16 Examination of Solicitation

L.16.1 Offerors are expected to examine the Statement of Work and all instructions and attachments in this solicitation. Failure to do so will be at the offeror's risk.

L.17 Acknowledgment of Amendments

L.17.1 Offerors shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) identifying the amendment number and date in the proposal; or (c) letter. The District of Columbia Courts must receive the acknowledgment by the date and time specified for receipt of offers. Offeror's failure to acknowledge an amendment may result in rejection of the offer.

L.18 Right to Reject Proposals

L.18.1 The Courts reserve the right to reject, in whole or in part, any and all proposals received as the result of this RFP.

L.19 Proposal Preparation Costs

L.19.1 Each offeror shall bear all costs it incurs in providing responses to this RFP and for providing any additional information required by the Courts to facilitate the evaluation process. The successful offeror shall also bear all costs incurred in

conjunction with contract development and negotiation.

L.20 Prime Contractor's Responsibilities

L.20.1 Each Offeror may propose services that are provided by others, but any service(s) proposed must meet all of the requirements of this RFP.

L.20.2 If the Offeror's proposal includes services provided by others, the Offeror will be required to act as the prime Contractor for all such items and must assume full responsibility for the procurement, delivery and quality of such services. The Contractor will be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of this RFP.

L.21 Failure to Respond to Solicitation

L.21.1 In the event that a prospective Offeror does not submit an offer in response to the solicitation, the prospective Offeror should advise the Contracting Officer by letter or postcard whether the prospective Offeror wants any future solicitations for similar requirements. If the prospective Offeror does not submit an offer for three successive offer openings and does not notify the Contracting Officer that future solicitations are desired, the prospective Offeror's name may be removed from applicable mailing list.

L.22 Signing Offers and Certifications

L.22.1 Each offer must provide a full business address and telephone number of the Offeror and **BE SIGNED BY THE PERSON OR PERSONS LEGALLY AUTHORIZED TO SIGN CONTRACTS**. All correspondence concerning the offer or resulting contract will be mailed to the address shown above on the offer in the absence of written instructions from the Offeror or contractor to the contrary. Any offer submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any offer submitted by a corporation must include the signature and title of the person having authority to sign for the corporation. Upon request, an Offeror shall provide to the Courts satisfactory evidence of authority of the person signing on behalf of the corporation. If an agent signs an offer, the Offeror shall submit to the Contracting Officer, the agent's authority to bind the Offeror. Offeror shall complete and sign all Representations and Acknowledgments, as appropriate. Failure to do so may result in the offer being rejected.

L.23 Errors in Offers

L.23.1 Offerors shall fully inform themselves as to all information and requirements

contained in the solicitation. Failure to do so will be at the Offeror's risk. In the event of a discrepancy between the unit price and the extended price, the unit price shall govern.

L.24 Authorized Negotiators

L.24.1 The Offeror shall include in its proposal a statement indicating those persons authorized to negotiate on the Offeror's behalf with the District of Columbia Courts in connection with this Request for Proposals: (list names, titles, and telephone numbers of the authorized negotiators). Offerors are expected to examine the Statement of Work and all instructions and attachments in this solicitation. Failure to do so will be at the Offeror's risk.

L.25 Acceptance Period

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

[End of Section L]

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PART VI

SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

The Courts intend to make an award to the responsible firm whose proposal represents the best value to the Courts. The evaluation criteria listed below will assist the Courts with determining the offer that is most advantageous. The Courts may award a contract upon the basis of initial offers received, without discussions. Therefore, each initial offer shall contain the Offeror's best terms from a cost and technical standpoint.

M.1.1 The maximum points for technical and price combined total 100 points.

M.2 Technical Evaluation Criteria

M.2.1 The evaluation factors set forth below shall be used to evaluate each proposal. The maximum points for technical are 70 total points. The criteria for evaluating the proposals and their respective points are as follows:

EVALUATION CRITERIA	MAXIMUM POINTS
TECHNICAL APPROACH	40
EXPERIENCE/CREDENTIALS/RESUMES	10
PAST PERFORMANCE	20
TOTAL	70

M.3 Price Proposal Evaluation

M.3.1 The price evaluation will be objective. The Offeror with the lowest price will receive the maximum price points. The maximum points for price is 30 total points. All other proposals will receive a proportionately lower total score. The Courts will use the formula below to determine each Offeror's evaluated price score.

Lowest price proposal
----- x weight (Points) = Evaluated price score
Price of proposal being evaluated

M.4 Evaluation of Option Years

The Courts will evaluate offers for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the

Courts to exercise them. The total Courts requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

M.5 Prospective Contractor's Responsibility

M.5.1 In order to receive an award under this RFP, the Court's Contracting Officer must determine that the prospective contractor has the capability in all respects to perform fully the contract requirements. To be deemed responsible, a prospective contractor must establish that it has:

M.5.1.1 Financial resources adequate to perform the contract, or the ability to obtain them;

M.5.1.2 Ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;

M.5.1.3 A satisfactory record of performance;

M.5.1.4 The necessary organization, experience, accounting and operational control, and technical skills, or the ability to obtain them;

M.5.1.5 Compliance with the applicable District licensing, tax laws, and regulations;

M.5.1.6 The necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and

M.5.1.7 Other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

M.5.2 The Courts reserves the right to request from a prospective contractor information necessary to determine the prospective contractor's responsibility. Information is to be submitted upon the request of the Courts within the time specified in the request. Failure of an Offeror to comply with a request for information may subject the Offeror's proposal to rejection on responsibility grounds. If a prospective contractor fails to supply the requested information, the Court's Contracting Officer shall make the determination of responsibility or non-responsibility based on available information. If the available information is insufficient to make a determination of non-responsibility, the Court's Contracting Officer shall determine the Offeror to be non-responsible.

[END OF SECTION M]