

**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 622  
WASHINGTON, D.C. 20001

**DATE ISSUED:** August 23, 2021

**OPENING DATE:** \_\_\_\_\_

**OPENING TIME:** \_\_\_\_\_

**CLOSING DATE:** September 7, 2021

**CLOSING TIME:** 2:00 P.M. EST

**SOLICITATION NUMBER:** DCSC-21-RFP-117

**OFFER/BID FOR:** DC Courts Campus-wide Landscaping  
**MARKET TYPE:** Open

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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 Courts under “AWARD” below, this offer and the provisions of the RFP/IFB will constitute a Formal Contract.	
<p style="text-align: center;"><b>OFFEROR</b></p> <p>Name:</p> <p>Street:</p> <p>City, State:</p> <p>Zip Code:</p> <p>Area Code &amp; Telephone Number:</p>	<p>Name and title of Person Authorized to Sign Offer: (Type or Print)</p> <hr/> <p>Signature _____ Date: _____</p> <p style="text-align: center;">(Seal)</p> <p>Impress Corporate Seal</p> <p>Corporate _____ (Seal) (Secretary) _____ (Attest)</p>

**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 directed by email to Kiana Green, Contract Specialist, at [Kiana.Green@dccsystem.gov](mailto:Kiana.Green@dccsystem.gov).

This solicitation is an OPEN MARKET procurement.

**Questions and Explanation to Prospective Offerors:**

The prospective Offerors shall submit questions no later than 1:00 p.m., EST on August 30, 2021. The Courts will not consider any questions received after 1:00 p.m., EST, August 30, 2021. Written questions and inquiries should be submitted by email to Kiana Green, Contract Specialist at [Kiana.Green@dccsystem.gov](mailto:Kiana.Green@dccsystem.gov).

The Courts will post all amendments and responses to offerors questions on the DC Courts Website at <https://www.dccourts.gov/about/procurement-contracts-branch>. Oral explanations or instructions given by Courts Officials before the award of the contract will not be binding.

**Proposal Submission and Identification. (See section L for more information)**

Proposals shall be submitted **BY EMAIL** to Kiana Green, Contract Specialist at [Kiana.Green@dccsystem.gov](mailto:Kiana.Green@dccsystem.gov). no later than **2:00 p.m. EST, on September 7, 2021**. The offeror's "Subject" email shall indicate:

***Proposal for Solicitation Number:*** DCSC-21-RFP-117 DC Courts Campus-wide Landscaping

## **REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS**

### **1. ACKNOWLEDGMENT OF AMENDMENTS**

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

<b>AMENDMENT NO.</b>	<b>DATE</b>	<b>AMENDMENT NO.</b>	<b>DATE</b>

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

### **2. WALSH-HEALY ACT**

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

(a) Regular Dealer

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

(b) Manufacturer

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

### **3. BUY AMERICAN CERTIFICATION**

The Offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Clause 28 of the District of Columbia Courts General Contract Provisions ), and that components of unknown origin are considered to have been

mined, produced, or manufactured outside the United States.

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EXCLUDED END PRODUCTS

COUNTRY OR ORIGIN

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**4. OFFICERS NOT TO BENEFIT CERTIFICATION**

Each Offeror shall check one of the following:

- \_\_\_ (a) No person listed in Clause 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.

**5. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

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

- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above:

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(insert full name or person(s) in the organization responsible for determining the prices offered in this offer and the title of his or her position in the Offeror's organization);

- (ii) As an authorized agent, does certify that the principals named in subdivision (b) (2) (1) above have not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above; and
- (iii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.
- (c) If Offeror deletes or modifies subparagraph (a) (2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

#### **4. TYPE OF BUSINESS ORGANIZATION**

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

**5. 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: \_\_\_\_\_

Dun and Bradstreet Number: \_\_\_\_\_

Legal Name of Entity Assigned this Number: \_\_\_\_\_

Street Address and/or Mailing Address: \_\_\_\_\_

City, State, and Zip Code: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

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

## **PART I**

### **SECTION B – SUPPLIES OR SERVICES AND PRICE/COST**

- B.1 Exceptional Contractor performance as determined by a combination of results of the Courts' inspection of Contractor work at the facilities, satisfactory resolution rate of validated tenant complaints and quality service tenant surveys will be rewarded with additional work on this contract.
- B.1.1 Offerors are cautioned that this is a performance-based solicitation. These performance-based specifications express the Court's requirement in form of minimum quality standards to be met. The Contractor is required to determine and provide a work schedule that includes frequency, resource, and allocations and performance methods. Therefore, it is strongly advised that Offerors review the complete solicitation and be aware of all the terms and conditions.
- B.1.2 Offerors are advised to read the entire Solicitation in order to be fully aware of all requirements, provisions and clauses. Fill-ins should be properly completed and verified. All copies should contain the same information. Offerors shall verify all calculations before submitting the price proposals.
- B.1.3 Offerors are urged and expected to inspect the sites 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 after contract award.
- B.2 The District of Columbia Courts is seeking a qualified Contractor to govern the quality of landscape maintenance, including irrigation maintenance, for the District of Columbia Courts' grounds associated with its buildings. This Solicitation addresses standard of care for landscape maintenance, so measurable quantities are included in this document to the extent that quantities affect quality. For example, quantities of fertilizer, depths of mulch, and quantities of annual plantings have a measurable effect on the real or perceived quality of the landscape, so they are listed herein. Square footages of turf or number of trees are not included, as all turf and all trees are to be treated with the same level of care.
- B.3 The District of Columbia Courts' Capital Projects and Facilities Management Division is issuing a Request for Proposal (RFP) to solicit proposals from qualified firms to provide landscaping and related services to the Courts' campus- wide grounds. The Courts are planning to award a requirements contract with payments based on firm fixed unit prices.

**B.4 CONTRACT PERIOD**

B.4.1 The contract shall be effective for a period commencing for one (1) year from the date of contract award with four (4), twelve (12) month option years, which the Courts may unilaterally exercise.

B.5 The grounds under this Solicitation are all located in Washington, DC and include public property operated by the Courts located at the following locations:

<b>Location Name</b>	<b>Hours of Operation Monday-Friday</b>
H. Carl Moultrie I Courthouse 500 Indiana Avenue, N.W.	8:30am-5:00pm
515 5th Street, N.W.	8:30am-5:00pm
510 4th Street, N.W.	8:30am-5:00pm
449 5th Street, N.W.	7:00am- 7:00pm
430 "E" Street, N.W.	8:30am-5:00pm
410 "E" Street, N.W.	8:30am-5:00pm
Southeast Park 4th and Indiana, N.W.	N/A
Southeast Park 5th and Indiana, N.W.	N/A

B.5.2 This solicitation also includes a delineation of items that are to be performed by the Contractor as Routine Maintenance Services, lump sum Landscape Maintenance; and items that are to be performed by the Contractor as Periodic Maintenance Services. This delineation has been drawn so that items that are essential to the quality of the landscape are included as Routine Maintenance to the extent that such items are foreseeable. Items such as pesticide and fungicide application are included as Periodic Maintenance, as the quality of the landscape is improved from judicious rather than generous use of such chemicals, and specific chemical application is often an unforeseen condition.

B.5.3 The Offerors shall submit a price for the services specified below and in accordance with section C, Scope of Services of this Request for Proposals (RFP).

**B.6 Contract Price**

B.6.1 This contract has two components: 1) A Fixed Price Contract (Routine Maintenance Items) and 2) An IDIQ Contract (Periodic/Supplemental Maintenance Items).



- B.6.2 The Cost Breakdown Schedule and the Supplemental Services Pricing Forms (Attachment J.11) must be filled out for both components and for the 1st Year/Base Year and for each of the four (4) option years as well as one combining all five (5) years (base plus four (4) option years totaled).
- B.6.3 The fixed price component are the items and services which are provided on a regular basis and the unit price, the quantity and the total cost are to be filled into the Cost Break Down Schedule and is the proposed/offered price for the 1st Year/Base Year and when repeated for each of the four option years becomes the proposed/offered price for each of these years.
- B.6.4 Whereas, the IDIQ component only the unit prices for these items and services need to be filled-in for the 1st Year/Base Year and repeated for each of the four option years. The unit prices become the basis for costing these items and services for the 1st Year/Base Year and each of the option years and become the proposed/offered unit price for these items and services for each of these years.

## **B.7 Background**

- B.7.1 General/Standard of Care: The goal of the DC Courts Campus-wide Landscaping Solicitation is to provide the Landscape Contractor with a defined level of care for the project site, which includes maintaining a "Superlative" landscape setting for the Courts and the Courts' tenants. The Contractor shall maintain plants in vigorous growth, attractive appearance and ready for The Courts' use, and Contractor shall maintain all irrigation systems at all the courts' buildings, as listed in this Solicitation, in optimal working condition. The Contractor is expected to perform landscaping services utilizing best practices for the industry and therefore such items or tasks involved are considered a part of this scope of work.
- B.7.2 Responsibility: Except where items in this solicitation are specifically noted to be the responsibility of the Courts or another party, the Contractor shall assume responsibility for all items listed in this RFP, as an obligation of this Landscaping Contract.
- B.7.3 Site Acceptance: Upon commencement of this landscaping contract, the Contractor shall examine the Courts' campus areas to be maintained for compliance with requirements and conditions affecting associated with this contract. The Contractor shall notify the Contracting Officer's Technical Representative (COTR), in writing, of any conditions that might potentially hinder or prevent satisfactory operations required by its landscaping contract with the Courts. The Contractor shall proceed with contract performance for affected areas only after unsatisfactory conditions have been addressed by the Courts. The Contractor assumes responsibility for the Courts' campus site associated with this contract upon completion of Site Acceptance.

B.7.4 Additional Services: For all Additional Services proposals submitted to the COTR, itemize proposal amount by cost of materials, cost of labor, and amount of Contractor's overhead and profit.

**B.8 General**

B.8.1 This Solicitation addresses standard of care for landscaping services, so measurable quantities are included in this document to the extent that quantities affect quality. For example, quantities of fertilizer, depths of mulch, and quantities of annual plantings have a measurable effect on the real or perceived quality of the landscape, so they are listed herein. Square footages of turf or number of trees are not included, as all turf and all trees are to be treated with the same high-quality level of care.

## **SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

### **C.1 Introduction**

- C.1.1 The Contractor shall provide management, supervision, transportation, labor, materials, supplies, and equipment, and shall plan, schedule, coordinate and perform landscaping and related services for the grounds identified in B.5.
- C.1.2 The Contractor who fulfill the Courts' requirements in a manner that results in high customer satisfaction as determined by the outcomes of a combination of inspections, and the Contractor resolution rate of validated complaints will be rewarded with additional work.

### **C.2 Responsibilities of the Courts Pertinent to this Procurement**

- C.2.1 The Courts shall implement a Quality Assurance (QA) Program, including inspections/ evaluations of each aspect of the landscaping requirements herein as performed by the Contractor. The Courts' emphasis will be placed on quality and timeliness of Contractor service delivery.
- C.2.2 The QA program includes inspections (scheduled and unscheduled) to monitor the quality and quantity of the Contractor's work at any time. There is no limit on the number of inspection(s) that can be conducted by the Courts before, during and/or after completion of the landscaping tasks. However, the inspections shall be conducted in a manner that does not unduly delay and/or inhibit the work of the Contractor. Areas to be inspected shall be randomly selected by the COTR. A copy of the inspection report shall be provided to the Contractor and a copy put into the contract file.
- C.2.3 The Contractor's work acceptance and/or rejection and other actions relative to contract termination and/or renewal shall be tied to the outcome of these combinations QA Program.
- C.2.4 In the event that a Contractor's work is determined to be unacceptable, the Courts shall exercise one of the following options:
  - C.2.4.1 The Courts will require the Contractor to immediately correct such deficient item of work upon notification.
  - C.2.4.2 The Courts can correct the deficiency by using another Contractor. Direct labor and materials costs incurred by the Courts to correct the item of unsatisfactory performance shall be deducted from any payments due to the Contractor.
  - C.2.4.3 If unsatisfactory performance should continue, the Contracting Officer shall contract the work to other Contractors and/or charge the Contractor for all costs incurred by the Courts.

C.2.4.4 If unacceptable work by the Contractor persists, the Courts shall terminate the contract for default in accordance with the default termination clause of the General Provisions (Attachment J.1).

### **C.3 Quality Assurance**

#### **C.3.1 Contractor Performance Responsibilities**

C.3.1.2 The Contractor shall provide all the manpower, supervision, materials, supplies and equipment necessary to perform all the services described herein for landscaping and related services. The Contractor shall determine methodologies to be utilized to ensure that it renders and maintains a high level of landscaping services. Contractor performance, however, will be rated by the Courts' evaluation of results, **NOT** the frequency or method of performance. The evaluation of results will be based on stakeholders' satisfaction and COTR and/or designee's scheduled and unscheduled inspections.

C.3.1.3 The Contractor shall provide as a part of its proposal, a quality control (QC) program that indicates the capability to provide quality services and to monitor and measure the effectiveness of those services. Contractors should note, however, the Quality Assurance Program implemented by the Courts and described herein is **NOT** a substitute for quality control (manpower supervision/control) by the Contractor.

C.3.1.4 During the first three (3) months of the contract, the Contractor shall meet with the COTR once a month at a mutually agreed time and place to discuss pertinent contract administration issues including but not limited to implementation of the Contractor Quality Control program, quality of implementation of contract requirements, stakeholder observation and/or complaints. After the first three (3) months, the Contractor shall meet with the COTR at the request of the COTR or at the request of the Contractor.

### **C.4 Performance Requirements and Quality Assurance**

<b>REQUIREMENTS AND QUALITY ASSURANCE PLAN</b>				
<b>REQUIREMENT</b>	<b>EXCEED STANDARDS</b>	<b>ACCEPTABLE QUALITY LEVEL</b>	<b>SURVEILLANCE</b>	<b>INCENTIVE</b>
Provide all Landscaping Services as required to maintain designated grounds in accordance with specifications stipulated within this Solicitation.	90% stakeholder satisfaction rating  90% compliance with specifications  90% satisfactory resolution of validated tenant complaints	80% stakeholder satisfaction rating  80% compliance with specifications  80% satisfactory resolution of validated tenant complaints	Feedback received from the Courts' stakeholders  COTR inspections (scheduled & unscheduled)  Monthly Reports	Increase in contract allocation

## **C.5 Courts' Inspection System**

- C.5.1 Each phase of the services to be rendered under this contract is subject to the Courts' inspection, both during and after completion of the work. There is no limit to the number of inspections that the COTR or designated Courts' representatives can inspect the Courts' campus. However, the COTR shall inspect the Courts' campus grounds at a minimum, once per month. 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 and duration.
- C.5.2 It is the Contractor's prerogatives 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.
- C.5.3 The COTR shall provide a copy of the report to the Contractor and keep a copy 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 cites 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.

- C.5.4 In instances where documented unsatisfactory performance exists, the COTR may deem it necessary to increase the number of inspections to be more frequent until such time as the Contractor achieves an acceptable level of quality service.

## C.6 **Landscape Contractor Qualifications**

- C.6.1 Each Offeror shall establish that it is a qualified landscape Contractor whose work has resulted in successful maintenance of exterior plants and landscape irrigation systems.
- C.6.2 Each Offeror shall possess the following minimum qualifications and include documentation in its proposal evidencing that it satisfies these qualification requirements:
  - C.6.2.1 Horticultural Capabilities: The Contractor must employ at least one certified horticulturalist with experience in the Mid-Atlantic Region.
  - C.6.2.2 Arboricultural Capabilities: The Contractor must employ or contract with an experienced tree service firm that has successfully completed tree trimming work similar to that required in this Solicitation and that will assign an experienced, qualified arborist as required by the COTR.
  - C.6.2.3 Arborist Qualifications: The Contractor must employ or contract with an arborist certified by ISA or licensed in the District of Columbia.
  - C.6.2.4 Pruning Standard: The Contractor must comply with ANSI A300 (Part 1), "Tree, Shrub, and Other Woody Plant Maintenance--Standard Practices (Pruning)."
  - C.6.2.5 Irrigation: The Contractor must employ at least one (1) certified Irrigation Specialist. The Irrigation Specialist must be available on-site at the Courts' campus for emergency repairs within four (4) hours of notification by the COTR during the growing season.
  - C.6.2.6 Proximity: The Contractor must have facilities within a one-hour non-rush hour drive of the Courts' campus.

C.6.2.7 Field Supervision: The Contractor must maintain an experienced full-time supervisor on the Courts' campus Monday through Friday.

C.6.2.8 Personnel: The Contractor's personnel shall be trained to perform the tasks assigned, and personnel shall wear uniforms when performing landscaping services on the Courts' campus.

## C.7 **Scope of Work- General**

C.7.1 Contractor shall provide all labor, materials, tools, equipment, and services necessary to perform and complete landscape maintenance services as specified in this RFP. This includes, but is not limited to the following:

1. Maintenance of existing landscape materials, hardscape surfaces, and all irrigation systems located on the Courts' grounds referenced herein; and
2. Installation of landscape materials, transplants, and hardscape materials and additional irrigation systems and components on an as needed basis and when requested.
3. Existing irrigation systems are reflected in section C.19 of this solicitation.

C.7.2 The Contractor shall coordinate maintenance operations with the Courts schedule for use of the Courts' property in accordance with the following requirements:

1. Ensure that the Courts' operations are not interrupted;
2. Establish a regular schedule for Routine Maintenance Operations, and
3. submit schedule in writing to the COTR for approval;
4. Notify the COTR in writing a minimum of one (1) business day in advance; and
5. Notify COTR in writing a minimum of five (5) business days in advance of commencing any Periodic Maintenance Operations.

C.7.3 The Contractor shall ensure that its landscaping services include the specifics identified at these locations:

C.7.3.1 The H. Carl I Moultrie Courthouse grounds that include maintenance from back of curb to face of building; planters around building; and work as delineated on Exhibit A on East-side of building is centerline of pedestrian link between Indiana Avenue and C street NW.

C.7.3.2 Historical Courthouse - Court of Appeals located at 430 E Street, NW, which includes Southwest Park at 5th and Indiana Ave NW, and Southeast Park at 4th and Indiana Ave NW.

C.7.3.3 The planters around the grounds of 515 5th Street, N.W.; 510 4th Street, N.W.; and 410 "E" Street, N.W.

C.7.4 The COTR will notify the Contractor in writing a minimum of five (5) business days in advance of any non-routine activity by the COTR which would impair the Contractor from performing Routine Maintenance Operations or scheduled Periodic Maintenance Operations.

## C.8 **Scope of Work - Integrated Pest Management**

C.8.1 The goal of Integrated Pest Management program shall be to eliminate and control insects and plant diseases to acceptable levels, as determined by the COTR. The Contractor shall be responsible for developing and adhering to an "Integrated Pest management" (IPM) program as approved by the COTR. The Integrated Pest Management program shall limit pesticide and fungicide applications to the least amount practical and shall limit the exposure of humans to pesticide and fungicide chemicals.

C.8.2 The Contractor shall update and annually submit proposed Integrated Pest Management methods in writing to COTR for approval.

C.8.3 The Contractor's Horticulturist shall perform IPM site surveys monthly, with the exception of January and February. The monthly surveys shall identify and continually monitor pest infestations or disease occurrences; establish an aesthetic threshold for all pest populations and disease advancement; and formulate a treatment program. Surveys shall be submitted with the monthly work schedule for approval by the COTR.

C.8.4 The Contractor shall maintain and submit to the COTR a log of pesticide and fungicide utilized on the Courts' campus and include in the log the type of chemical, date, applicator, location, and quantity.

C.8.5 The Contractor shall ensure that all pesticides are applied by a licensed pesticide applicator with the applicator's license number clearly displayed on the applicator's vehicle.



- C.8.6 Any chemical used to control pests is a pesticide. Pests include insects, plant diseases, fungi, weeds, nematodes, snails, and slugs; therefore, insecticides, fungicides, and herbicides are pesticides. When it is determined that a pesticide must be used in order to obtain adequate control, the Contractor shall employ the least hazardous product, most precise application technique, and minimum quantity of pesticide necessary to achieve total coverage of targeted plant material.
- C.8.7 The Contractor and all personnel performing on-site pest and disease control services shall be certified as Commercial Pesticide Applicators in the category(s) of Exterior Ornamentals and Turf. The Contractor shall ensure that uncertified individuals working under the supervision of a Certified Applicator are not permitted to provide service under the Courts' landscaping contract.
- C.8.8 The Contractor shall not apply any pesticide product that has not been included in the IPM Program and approved in writing by the COTR. Pesticide application shall be according to need and **NOT BY SCHEDULE**. The Contractor shall be responsible for application of all pesticides according to the manufacturer's label. All pesticides used by the Contractor must be registered with the Environmental Protection Agency (EPA), and District of Columbia government. Transport, handling, and use of all pesticides shall be in strict accordance with each manufacturer's label instructions and all applicable federal, and District of Columbia laws and regulations.
- C.8.9 The Contractor shall be responsible for determining through IPM surveys, and ensuring that only those specific ornamentals and lawn areas that have pest or disease problems are treated according to accepted industry practices.
- C.8.10 The Contractor shall be responsible for ensuring ornamentals are sprayed over a period not to exceed forty-eight (48) hours when the action threshold has been reached, as determined by IPM surveys. Spraying shall be performed after hours unless otherwise approved by the COTR. Insects shall be treated at times determined by the IPM survey or as recommended by the horticulturist.
- C.8.11 The Contractor shall be responsible for ensuring analyzing IPM surveys and when the surveys indicate a need: grubs shall be treated after core cultivation and again before turf renovation; and other insects and diseases shall receive treatment to control populations and severity. Turf applications shall be applied after normal working hours, unless approved by the COTR in writing.

C.9 **Scope of Work - Weed Control**

- C.9.1 The Contractor shall institute and maintain weed and crabgrass control, with the exception of pre-emergent applications, these tasks shall be performed when weeds and crabgrass are actively growing and visible. This includes the killing and complete removal of all visible weeds. The Contractor shall provide weed and crabgrass control for all areas listed below to maintain sites free of noxious and invasive species.
- C.9.2 The Contractor shall weed ornamentals, such as trees, shrubs, groundcovers and herbaceous perennials on the average of once every two (2) weeks, or as necessary to maintain a weed free condition. This work shall be accomplished by manual weeding. Herbicides may only be used with prior written approval by the COTR.
- C.9.3 The Contractor shall analyze IPM surveys and determine when lawn areas shall be treated with an application consisting of both pre-emergent and post-emergent (broadleaf) herbicides to coincide with the flowering of Forsythia locally, but only after core cultivation has been completed in (March). The Contractor shall determine when a second treatment is necessary, and if required, shall have the treatment applied six (6) to eight (8) weeks later. The Contractor shall ensure that turf applications are applied after normal working hours, and that no products are used contain 2.4-D.
- C.9.4 The Contractor shall maintain a six-inch bare strip or mow strip on both sides of a fence to be free of weeds. This treatment shall occur four times every year, in April, June, August, and October or as requested by the COTR.

C.10 **Scope of Work - Plants: New Plants and Warranty/ Replacement Plants**

- C.10.1 The Contractor shall provide quality, size, genus, species, and variety of exterior plants that comply with applicable requirements in ANSI Z60. 1, "American Standard for Nursery Stock."
- C.10.2 The Contractor shall measure trees and shrubs according to ANSI Z60. 1 with branches and trunks or canes in their normal position; take caliper measurements 6 inches above ground for trees up to 4-inch caliper size, and 12 inches above ground for larger sizes. The Contractor shall measure the main body of trees and shrubs for height and spread without measuring branches or roots tip-to-tip. The Contractor shall not prune to obtain required sizes.
- C.10.3 The Contractor shall notify COTR of sources of planting materials 21 days in advance of

delivery to the Courts' campus site. The COTR may observe trees and shrubs either at place of growth or at site before planting for compliance with requirements for genus, species, variety, size, and quality. The Contractor's Landscape Architect will observe trees and shrubs further for size and condition of balls and root systems, insects, injuries, and latent defects and to reject unsatisfactory or defective material at any time during progress of work. The Contractor shall remove rejected trees or shrubs immediately from the Courts' campus site.

## **C.11 Scope of Work - Soil and Tissue Testing Laboratory Qualifications**

C.11.1 The Contractor shall contract with an independent laboratory recognized by the District of Columbia government with the experience and capability to conduct the testing indicated in this Solicitation and that specializes in the types of tests to be performed in accordance with the Courts' landscaping contract.

C.11.2 The Contractor shall have topsoil analysis conducted that provide soil tests for agricultural soil analysis, mechanical analysis, pH, soil-borne disease, or other similar tests as requested by the COTR for a specific area. The Contractor shall furnish soil analysis by a qualified soil-testing laboratory stating percentages of organic matter; gradation of sand, silt, and clay content; exchange capacity; sodium absorption ratio; deleterious material; pH; and mineral and plant-nutrient content of topsoil. The laboratory shall report on the suitability of topsoil for plant growth; recommended quantities of nitrogen, phosphorus, and potash nutrients and soil amendments to be added to produce a satisfactory topsoil; provide tissue tests for fungus or other plant disease as requested by the COTR for specific plants; and test above five (5) soil and tissue tests annually. These services shall be considered Periodic Maintenance.

## **C.12 Scope of Work - Seasonal Maintenance Checklists**

C.12.1 The lists below are intended as general guidelines for seasonal maintenance tasks that shall be performed by the Contractor. Tasks such as pruning might not need to be performed as often as noted below, so the frequency shall be determined by the COTR.

C.12.2 There are also tasks such as mowing and deadheading will need to be performed repeatedly as determined by the COTR.

C.12.3 Routine Maintenance items and selected foreseeable Periodic Maintenance items are listed below by seasons:

C.12.4 The Contractor shall conduct these tasks during the Spring:

1. Early spring Site Inspection.
2. Remove debris that has accumulated over winter.
3. Remove plants that died over winter and replace with new plants.
4. Remove excessive mulch build-up; turn mulch; re-mulch.
5. Edge beds and tree rings.
6. Begin weed-control program.
7. Remove snow removal residue.
8. Begin mowing program.
9. Cut back perennials and grasses.
10. Prune trees and shrubs.
11. Prune deadwood from plants.
12. Perform annual tree inspection.
13. Begin Integrated Pest Management Program; Resubmit to the Courts.
14. Perform Spring Start-Up of Irrigation System(s).
15. Remove guys from trees planted over 12 months prior.
16. Overseed turf grass.
17. Aerate turf grass.
18. Fertilize.
19. Perform soil tests.
20. Late spring Site Inspection with COTR.
21. Mow.

C.12.5 The Contractor shall conduct these tasks during the Summer:

1. Mow.
2. Edge beds and tree rings.
3. Overseed turf grass.
4. Plant Summer Annuals.
5. Continue weed-control program.
6. Prune fast-growing shrubs.
7. Deadhead perennials and annuals.
8. Fertilize.
9. Summer Site Inspection with COTR.

C.12.6 The Contractor shall conduct these tasks during Autumn:

1. Mow.
2. Edge beds and tree rings.
3. Aerate turf grass.
4. Lime turf grass.
5. Overseed turf grass.
6. Remove leaves.
7. Plant Fall and Winter Annuals.
8. Cut back tall stalks of perennials
9. Remove excessive mulch build-up; turn mulch; re-mulch.
10. Winterize Irrigation Systems.
11. Fertilize.
12. Perform soil tests.
13. Replacement of plants (as necessary).
14. Fall Site Inspection with COTR.

C.12.7 The Contractor shall conduct these tasks during Winter:

1. Prune deciduous trees
2. Clean curbs and parking areas of debris
3. General site clean-up (trash I debris).
4. Continue monthly grounds inspection.
5. Early Spring Site Inspection with COTR

### **C.13 Scope of Work - Routine Maintenance Requirements**

C.13.1 All Routine Maintenance items listed shall be included in the base Landscape Maintenance Contract, to be performed without additional cost to the Courts above base Landscape Maintenance Contract amount. All work performed under "Routine Maintenance" must be reviewed and approved by the COTR or designated representative upon completion.

#### **C.13.2 Scope of Work - Trees**

C.13.2.1 The Contractor shall maintain two inches (2") of shredded hardwood mulch around all trees at all times; finish level with adjacent finish grades in planted areas and no higher than three inches (3") above adjacent turf grass areas for tree rings; maintain distance of three inches (3") between mulch and tree root flares; and edge tree rings, as noted under "Turf grass."

C.13.2.2 The Contractor shall apply mulch to tree rings and around trees in planted areas a minimum of once annually and a maximum of twice annually; and turn old mulch prior to

applying new mulch. The Contractor should not over-apply mulch but should remove mulch as required to maintain adequate thickness for the health of the trees. The Contractor shall inspect tree saucers annually for girdling roots, and carefully remove girdling roots by neatly and cleaning cutting girdling roots flush with the tree root flare or trunk.

- C.13.2.3 The Contractor shall immediately remove any trees that are more than 25 percent dead or in unhealthy condition as determined by the COTR, and replace them in accordance of the warranty as soon as weather and soil conditions permit. If replacement plantings are not scheduled immediately; at the COTR's request the Contractor shall mulch or sod former tree pit to provide neat appearance until replanting is scheduled at no additional cost to The Courts.
- C.13.2.4 Routine Maintenance tree pruning shall be performed by the Contractor as indicated below.
  - C.13.2.4.1 Contractor shall prune trees not greater than 8" caliper with branches of any trees not higher than fifteen feet (15'). Above fifteen (15') is considered Periodic Maintenance.
  - C.13.2.4.2 Contractor shall prune according to standard horticultural practice using clean, sharp tools intended for use in pruning to cut individual branches; provide neat, clean cuts with no jagged edges; cut limbs or twigs back to lateral branches, buds, or flush with trunk with no stubbing.
  - C.13.2.4.3 Contractor shall prune to remove crossing branches or diseased branches; remove branches as required to allow light and air penetration into trees to prevent insect or disease infestation; remove water sprouts and suckers; remove dead wood a minimum of once each spring; and try to avoid cutting tree leaders unless requested by the COTR.
  - C.13.2.4.4 Contractor shall inspect trees annually to determine whether any safety hazards exist, including weak trunks or branches, and submit to the COTR specific recommendations shall indicate whether any actions require immediate action, and detail the proposed cost of any pruning that is considered Periodic Maintenance.
  - C.13.2.4.5 Contractor shall fertilize trees up to 6" caliper with a 10 6-4 ratio fertilizer one time annually at a rate of 1 lb. per 1" of trunk caliper. Fertilization of trees over 6" caliper shall be performed by the Contractor in accordance with written recommendations of licensed arborist, and shall be considered Periodic Maintenance.

C.13.2.4.6 Contractor shall tighten and repair stakes and guy supports for trees up to one year after tree planting, and remove stakes and guy supports following one-year establishment period of tree.

### **C.13.3 Scope of Work - Shrubs, Vines and Woody Groundcovers**

C.13.3.1 The Contractor is responsible for the following tasks:

1. Maintain two inches (2") of shredded hardwood mulch in all planted areas at all times; finishing level with adjacent finish grades without placing mulch against plant stems; apply mulch to planted areas a minimum of once annually and a maximum of twice annually; and turn old mulch prior to applying new mulch. Contractor shall not over-apply mulch; and remove mulch as required to maintain adequate mulch thickness.
2. Immediately remove any shrub, vine and groundcover that is more than 25 percent dead or in unhealthy conditions as determined by the COTR; and replacing plantings per terms of Warranty as soon as weather and soil conditions permit. If replacement plantings are not scheduled immediately, the Contractor shall mulch areas at no additional cost to the Courts to provide neat appearance until replanting is scheduled.
1. Prune according to standard horticultural practice using clean, sharp tools intended for use in pruning to cut individual branches or stems; provide neat, clean cuts with no jagged edges; and cut limbs or twigs back to lateral branches or buds; Stubbing is not permitted. Contractor shall prune to:
  - a. Maintain required height, spread, habit, and shape;
  - b. Retain natural character typical for each species;
  - c. Remove crossing branches or diseased branches;
  - d. Remove branches as required to allow light and air penetration into trees and shrubs to prevent insect or disease infestation;
  - e. Remove water sprouts and suckers;
  - f. Remove dead wood a minimum of once each spring;

- g. Do not shear shrubs except as specifically requested by the COTR;
  - h. Ensure shrubs are pruned no more than four (4) times annually, and no less than one (1) time annually, depending on species, design intent as defined by the Arborist, growth rate, and requests by COTR; and
    - i. Foster the rejuvenation of all shrubs under Warranty and accepted by the Contractor at Site Acceptance. These activities are considered Routine Maintenance.
2. Fertilize woody plants with a 10-6-4 ratio fertilizer at 4 lbs. per 100 square feet once annually; Fertilize acid-loving plants with an ericaceous fertilizer, such as Hollytone, at the manufacturer's recommended rate.

#### **C.13.4 Scope of Work - Perennials, Grasses, Herbaceous Groundcovers and Bulbs**

C.13.4.1 The Contractor shall be responsible for the following tasks:

- 1. Maintain one to two inches (1" - 2") of shredded hardwood mulch in all planted areas at all times; finish level with adjacent finish grades; apply mulch to planted areas rings a minimum of once annually and a maximum of twice annually; and turn old mulch prior to applying new mulch. Contractor shall not over-apply mulch, and shall remove mulch as required to maintain adequate mulch thickness.
- 2. Immediately remove any plants that are more than 25 percent dead or in unhealthy conditions as determined by the Landscape Architect or COTR; and replacing per terms of Warranty as soon as weather and soil conditions permit. If replacement plantings are not scheduled immediately, the Contractor shall mulch or sod areas as requested by COTR, at no additional cost to The Courts to provide neat appearance until replanting is scheduled.
- 3. Prune according to standard horticultural practice using clean, sharp tools intended for use in pruning to cut individual stems; and providing neat, clean cuts with no jagged edges.
  - a. At least every spring, deadhead perennials as required to extend blooming time and maintain a neat appearance; and providing miscellaneous pruning of perennials, grasses or groundcovers as requested by COTR to keep walkways clear and to maintain a neat appearance.



4. Fertilize herbaceous plants with a 10-6-4 ratio fertilizer at four pounds (4 lbs.) per 1000 square feet once annually; and fertilize acid-loving plants with an ericaceous fertilizer, such as Hollytone, at the manufacturer's recommended rate.

### **C.13.5 Scope of Work -Annuals Seasonal Plantings**

C.13.5.1 The Contractor shall install and maintain annual plantings. Routine Maintenance shall include installation of annual plantings twice annually. All quantities, sizes and plant spacing are as shown in section C.19 Exhibits (Attachments) - Annual Planting Plans. **Colors and species substitutions must be approved by COTR in writing or designated representative upon proposal approval. The Contractor shall be responsible for the following tasks:**

1. Prepare the soil in accordance with Part 6 of this Specification.
2. Mulch annual plantings with 1" of pine fines.
3. Edge annual beds to a depth of 3" to define from adjacent turf areas.
4. Immediately remove any plants that are more than 25 percent dead or in unhealthy conditions as determined by the Landscape Architect. Replacements of annual plantings are considered Periodic Maintenance.
5. Deadhead annuals as required to extend blooming time, to maintain a neat appearance, and as requested by the COTR.
6. Fertilize annual plantings twice annually with 4 lbs. 14-14-14 slow-release fertilizer per 100 square feet.
7. Keep annual beds and planters free of noxious weeds and crabgrass at all times; and during the growing season, after weeding the Contractor shall cultivate and restore edges where needed once every (2) weeks.

### **C.13.6 Scope of Work - Turf grass Maintenance**

C.13.6.1 The Contractor shall be responsible for the following tasks:

1. Mow turf grass to maintain a height of three to four inches (3" -4"). Mow every seven (7) to ten (10) days during growing season; mow in early spring through late fall as

required or as requested by COTR to maintain a neat appearance; use only mowing equipment that will not scalp or rut turf grass; direct grass clippings away from non-turf areas; establish and periodically change mowing patterns for an aesthetically pleasing appearance. The Contractor shall use walk-behind type mowers or push type mowers in tight areas when requested by COTR; remove all debris from lawn areas prior to mowing; schedule mowing so that it does not interfere with outdoor activities, vehicle parking etc. A turf cutting cycle must be complete prior to starting a new cycle.

2. Edge turf grass areas a minimum of three (3) times annually during the growing season to maintain neat transitions between turf grass areas and adjacent paved or planted areas or tree rings; edge at a vertical angle for a depth of one to two inches (1"-2"); edge bedlines in smooth, continuous curves, as approved by the COTR; and remove edging debris immediately upon edging.
3. Overseed or vertiseed turf grass as required by the Courts to maintain a healthy and thriving lawn; and seed with an improved turf-type tall fescue at a rate of 5 lbs./ 1000 square feet.
4. Aerate lawn a minimum of two times annually in coordination with the fertilization schedule. Aeration equipment shall core lawn areas with a minimum 3/8" core by 1-1/2" depth. In areas with underground irrigation systems, only walk behind aerators shall be used. Coring shall be performed as follows:
  - a. Locate and mark underground irrigation heads;
  - b. Core aerate the entire lawn area in two (2) directions to a depth of at least 2 inches, by physically removing soil cores by means of hollow spoons or tines;
  - c. After coring is complete, the area shall be dragged to break up cores and to redistribute the soil; and
  - d. Conduct annual core cultivation shall occur in October and March.
5. Immediately re-sod any areas of turf grass that are larger than 12" in any direction or in unhealthy conditions as determined by the COTR.
6. Turf renovation is to be considered periodic maintenance under this scope of work. If required by the COTR, turf shall be renovated as follows:
  - a. Locate and mark all underground irrigation heads;
  - b. Cut grass to a height of three (3) inches;
  - c. Perform one of the following, as approved by COTR -vertically mow (dethatch), rake, and remove all thatch and debris;
  - d. Core aerate;
  - e. Fertilize as defined in this section;

- f. Overseed at a rate of (4) pounds of seed per one-thousand (1000) square feet of area; apply seed uniformly by means of power drill or power disc seeder, or equivalent, so that the seed is planted and covered with approximately one-eighth (1/8) to one-quarter (1/4) inch soil. (Seed mixture to be approved by COTR);
  - g. Immediately after seeding, water the entire area shall be watered and then kept areas moist until even germination is achieved; and
  - h. Turf grass shall not be renovated during the summer months unless approved by COTR.
7. Fertilize turf with a complete fertilizer four times annually:
- a. Twice in spring at 1 lb. nitrogen per 1000 square feet;
  - b. Once in summer at 1 lb. nitrogen per 1000 square feet; and
  - c. Once in fall at 1.5 lb. nitrogen per 1000 square feet.
8. Lime turf grass with pelletized lime in late fall and in early winter at a rate of 25 lbs. per 1000 square feet based on soil tests. Liming at a rate over 25 lbs. per 1000 square feet shall be considered Periodic Maintenance.

**C.13.7 Scope of Work – Irrigation**

C.13.7.1 The Contractor shall be required to water ornamentals and turf grass on a regular basis scheduled basis. For areas not having automatic irrigation systems including planters the Contractor shall be required to water such areas as needed to maintain healthy, robust and aesthetic landscape. The Contractor shall use existing hose bibs or other connections provided by the Courts. For areas with in-ground irrigation systems the Contractor shall maintain the courts irrigation systems to operate in satisfactory conditions during growing season. Furnish all labor, tools, equipment and insurance to provide complete and functioning irrigation systems as identified at the court buildings listed in section C.19. Perform the following Routine Maintenance operations:

- 1. Monitor irrigation systems and report any deficiencies to the COTR. Adjust irrigation rates to provide satisfactory soil moisture requirements for plants in specific irrigation zones as required, and as requested by COTR. Identify obvious damage to irrigation systems (e.g. leaks, constantly wet areas, constantly dry areas) each time Routine Maintenance is performed. Immediately repair leaks or any damage to that would prevent it from functioning. Repair or adjust system to avoid damage to plants within five (5) business days of observation. Repairs shall be

considered Periodic Maintenance.

2. Perform inspection immediately upon initialization of systems including pumps each spring. Turn on all water supplies and inspect piping for leaks. Inspect all controllers for proper operation. Replace batteries as required for spray and mechanical contacts. Program controller based on weather, types and locations of plants. Perform all tasks noted in Monthly Inspection.
3. Inspect system for damage once monthly during growing season. Inspection shall be limited to visual inspection, and shall not require excavation of buried equipment, except as noted. Inspect rain sensors and other control equipment to ensure such equipment is operating properly. Clean out any clogged nozzles and stuck flow tubes. Adjust or reprogram irrigation controller for seasonal conditions. Repair leaks immediately. Repair or adjust system to avoid damage to plants within five (5) business days of observation. Adjust irrigation equipment for each zone to direct irrigation away from buildings, pavement and structures.
4. Clean and flush all drip irrigation filters. Read pressure of drip irrigation to determine if any emitters, drip tubing, or pressure regulators are clogged. Flush sub-main and drip tube.
5. Drain all water from the system and blow out the system with compressed air. Shut off and tag all water supply valves. Set controllers as recommended by controller manufacturer for temporary shut-down.
  - a. Contractor shall not be responsible for damages to irrigation systems if it is turned on after winterization has been completed, unless it is due to negligent actions by the Contractor's representative or staff.
  - b. COTR will notify Contractor immediately upon obtaining any knowledge of irrigation system being turned on during winter to prevent serious damage to system.
6. Provide temporary supplemental irrigation when required for new plantings under Warranty. If any of the courts irrigation systems requires modification or extension due to installation of new plantings, notify COTR immediately. Modification or extension to irrigation system shall be considered Periodic Maintenance.
7. Provide the COTR with a written report detailing results of Spring Start-up, Monthly Inspection, and Winterization. Attach a list of all irrigation zones, including controller name/number, zone number, zone location, type of

irrigation per zone (e.g. drip, spray, rotor), and general description of plants included in each zone. Update list of irrigation zones to include cycles of irrigation per week, minutes of irrigation per cycle, and minutes of irrigation per week.

### **C.13.8 Scope of Work – Miscellaneous**

C.13.8.1 The Contractor is responsible for the following tasks:

1. Provide shredded hardwood mulch, except as noted, free from deleterious materials and suitable as a top dressing of trees and shrubs.
2. Maintain soil quality favorable to vigorous growth of plants by adding organic matter, moisture absorbing polymers (e.g. Terrasorb), mycorrhizal inoculants (e.g. Mycor Tree Saver), and chemical fertilizers as required. Avoid use of chemical fertilizers when possible. Do not use chemical fertilizers in conjunction with organic additives if chemical fertilizers will impair ability of organic additives.
3. Provide weed control for turf areas, planting beds, and hard surfaces a minimum of 24 times annually. Any use of herbicides must be approved by the Courts in advance. Maintain site free of noxious and invasive species as identified by the COTR.
4. Detect and monitor damaging insects in accordance with approved Integrated Pest Management program. Contractor shall be aware of potential pest problems and shall inspect for pests each time Routine Maintenance occurs. Treatment of pests is considered Periodic Maintenance.
5. Remove fallen leaves from site three times in fall. In turf areas remove prior to each mowing in fall.
6. During landscape maintenance operations, keep entire site clean and in an orderly condition, including paved areas. Maintain paved surfaces and landscape features neat and clean. Maintain site free of trash and debris. Remove trash and debris each time Routine Maintenance occurs, and a minimum of twice monthly during all times of the year. Sweep and/or blow clean all hard surface upon completion of mowing and edging. Change water in birdbath each time Routine Maintenance occurs. Remove trash from fencing and perimeter of pond. Clean curbs and parking areas of debris a minimum of once each winter. Neatly dispose of all trash, clippings, and other debris and legally dispose of off The Courts' property.

**C.14 Scope of Work - Periodic Maintenance (Additional Services)**

All work performed must be inspected and approved by the COTR or a designated representative.

C.14.1 Periodic Maintenance items listed shall be provided by the Contractor as an Additional Service to the DC Courts. Obtain approval from the COTR in writing prior to proceeding with Periodic Maintenance.

C.14.2 The Contractor shall submit to the COTR in writing anticipated costs of foreseeable Periodic Maintenance items once annually on a schedule as agreed between the COTR and the Contractor, so that the COTR can budget accordingly.

1. Provide services of a licensed arborist for tree pruning that is not included as Routine Maintenance, as required and as requested by the COTR
2. Services of a licensed arborist for annual site inspection are considered Routine Maintenance.
3. Provide deep-root fertilization and I or aeration of trees.
4. Provide additional plantings.
  - a. If additional plantings, including turf/sod require modification in new areas not listed in Exhibit A or extension of the irrigation systems, Contractor shall notify COTR of irrigation requirements and shall include itemized costs for said modifications in proposal for additional plantings.
5. Install annual plants as requested by the COTR, above the quantity included as Routine Maintenance. Maintenance of all annual plantings shall be considered Routine Maintenance.
6. Spray plants or turf grass as required keeping free of insects and disease in accordance with Integrated Pest Management plan approved by COTR, including grub control and turf fungicide control. Notify COTR at least five (5) business days in advance of any pesticide or fungicide applications. Provide alternatives to use of herbicides or fungicides when requested by the COTR.
7. Repair irrigation systems, including replacement of any parts due to wear and tear or any damage caused beyond the Contractor's control.
  - a. Repair of damage caused by the Contractor shall be performed immediately and

at no cost to the Courts.

8. Modify or extend irrigation system(s).
9. Provide temporary or additional irrigation, except for plants under Warranty that are newly installed by Contractor, which shall be considered Routine Maintenance or shall be included in the cost of additional planting.
10. Provide additional leaf removal.
11. Provide temporary plant protection as requested by the COTR, including addition of trunk wrap tape, wind breaks, etc.
12. Installation of drainage improvements.
13. Provide other landscape contracting services as requested by the COTR.

#### **C.15 Scope of Work - Planting Soil Preparation**

C.15.1 Planting Soil Preparation pertains primarily to soil preparation for new plants (Periodic Maintenance) and soil preparation for replacement plants under Warranty.

1. Topsoil shall comply with ASTM D 5268, pH range of 5.5 to 7.0, a minimum of 6 percent organic material content; free of stones 1 inch or larger in any dimension and other extraneous materials harmful to plant growth.
2. Existing surface soil may be reused as topsoil if existing soil is clean of roots, plants, sod, stones, clay lumps, and other extraneous materials harmful to plant growth. Topsoil may be supplemented with imported or manufactured topsoil from off-site sources when required. Obtain topsoil displaced from naturally well-drained construction or mining sites where topsoil occurs at least 4 inches deep; do not obtain from agricultural land, bogs or marshes.

#### **C.15.2 Scope of Work - Acceptable Inorganic Soil Amendments**

1. Lime: ASTM C 602, agricultural limestone containing a minimum 80 percent calcium carbonate equivalent and as follows:
  - a. Provide lime in form of dolomitic limestone.

2. Sulfur: Granular, biodegradable, containing a minimum of 90 percent sulfur, with a minimum 99 percent passing through No. 6 (3.35-mm) sieve and a maximum 10 percent passing through No. 40 (0.425-mm) sieve.
3. Iron Sulfate: Granulated ferrous sulfate containing a minimum of 20 percent iron and 10 percent sulfur.
4. Aluminum Sulfate: Commercial grade, unadulterated.
5. Agricultural Gypsum: Finely ground, containing a minimum of 90 percent calcium sulfate.
6. Sand: Clean, washed, natural or manufactured, free of toxic materials.
7. Water absorbing polymer such as TerraMoist, or approved equivalent.

### **C.15.3 Scope of Work - Acceptable Organic Soil Amendments**

1. Transplant Inoculants (for all non-ericaceous trees and shrubs):
2. Mycorrhizal fungi transplant inoculate
3. Form: pre-measured, 3 oz. Packets.
4. Rate of Application: one (1) packet for each caliper-inch for trees, in accordance with manufacturer's recommendations for shrubs and planting beds.
5. Compost: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8.0; moisture content 35 to 55 percent by weight; 100 percent passing through 1/2-inch (12.5-mm) sieve; soluble salt content of 5 to 10 decisiemens/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:
6. Organic Matter Content: 50-60 percent of dry weight.
7. Feedstock: Agricultural, food, or industrial residuals biosolids; yard trimmings or source-separated or compostable mixed solid waste.



8. Wood Derivatives: Decomposed, nitrogen-treated sawdust, ground bark, or wood waste; of uniform texture, free of chips, stones, sticks, soil, or toxic materials.
9. In lieu of decomposed wood derivatives, mix partially decomposed wood derivatives with at least 0.15 lb. (2.4 kg) of ammonium nitrate or 0.25 lb. (4 kg) of ammonium sulfate per cubic foot (cubic meter) of loose sawdust or ground bark.
10. Manure: Well-rotted, unleached, stable or cattle manure containing not more than 25 percent by volume of straw, sawdust, or other bedding materials; free of toxic substances, stones, sticks, soil, weed seed, and material harmful to plant growth.

#### **C.15.4 Scope of Work- Acceptable Fertilizers**

1. Bonemeal: Commercial, raw or steamed, finely ground; a minimum of 1 percent nitrogen and 10 percent phosphoric acid.
2. Superphosphate: Commercial, phosphate mixture, soluble; a minimum of 20 percent available phosphoric acid.
3. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the in amounts recommended in soil reports from a qualified soil-testing agency.
4. Slow-Release Fertilizer: Granular or pelletized fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in amounts recommended in soil reports from a qualified soil-testing agency.

#### **C.15.5 Scope of Work - Soil Preparation**

C.15.5.1 The Contractor shall be responsible for the following tasks:

1. Protect structures, utilities, sidewalks, pavements, and other facilities, trees, shrubs, and plantings from damage caused by soil preparation operations. Ensure that grading and sub-base will provide adequate subsurface drainage prior to placing planting soil mix.
2. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3. Apply fertilizer directly to sub-grade before loosening. Loosen sub-grade of planting beds to a minimum depth of 8 inches (200 mm) or as indicated on drawings. Remove stones larger than 1 inch (25 mm) in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off the Courts' property.
4. Spread topsoil, apply soil amendments and fertilizer on surface, and thoroughly blend planting soil mix. Mix two parts native soil to one part organic matter and one part topsoil. (2:1:1 ratio). Mix in fertilizers in amounts recommended in soil reports from a qualified soil-testing agency. Mix in water absorbing polymer and transplant inoculants.
5. Delay mixing fertilizer with planting soil if planting will not proceed within a few days.
6. Mix lime with dry soil before mixing fertilizer.
7. Add water absorbing polymer to entire planting area and thoroughly mix into planting soil per manufacturer's written instructions, at the rate recommended by the manufacturer for this climatic zone and the soil types present on site.
8. Add transplant inoculants to soil mix by adding to each planting pit per the manufacturer's written instructions, at the manufacturer 's recommended rate for individual planting pits.
9. Grade planting beds to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.
10. Restore planting beds if eroded or otherwise disturbed after finish grading and before planting.

**C.16 Scope of Work- Exterior Plants**

C.16.1 This section pertains primarily to new plants (Periodic Maintenance) and replacement plants under Warranty as installed by Contractor during term of contract. All work performed must be inspected and approved by the COTR or designated representative.

**C.16.2 Scope of Work - Delivery, Storage and Handling**

C.16.2.1 The Contractor shall be responsible for the following tasks:

1. Deliver exterior plants freshly dug.
2. Immediately after digging up bare-root stock, pack root system in wet

straw, hay, or other suitable material to keep root system moist until planting.

3. Do not prune trees and shrubs before delivery, except as approved by Landscape Architect. Protect bark, branches, and root systems from sun scald, drying, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape. Provide protective covering of exterior plants during delivery. Do not drop exterior plants during delivery.
4. Handle planting stock by root ball.
5. Deliver exterior plants after preparations for planting have been completed and install immediately. If planting is delayed more than six hours after delivery, set exterior plants trees in shade, protect from weather and mechanical damage, and keep roots moist.
6. Heel-in bare-root stock. Soak roots in water for two hours if dried out.
7. Set balled stock on ground and cover ball with soil, peat moss, sawdust, or other acceptable material.
8. Do not remove container-grown stock from containers before time of planting.
9. Water root systems of exterior plants stored on-site with a fine-mist spray. Water as often as necessary to maintain root systems in a moist condition.

### **C.16.3**

#### **Scope of Work- Planting Schedule**

1. Spring Planting: March 15 to May 15:
  - a. *Quercus* species.
  - b. Deciduous Material.
2. Fall Planting: September 15 to November 30:
  - a. Deciduous Material (Other than *Quercus* species)
  - b. Evergreen Material.
3. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit.

### **C.16.4**

#### **Scope of Work - Tree and Shrub Material**

### **C.16.5**

Furnish nursery-grown trees and shrubs complying with ANSI Z60.1, with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully branched, healthy, vigorous stock free of disease, insects, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.

### **C.16.6**

Provide trees and shrubs of sizes and grades complying with ANSI Z60.1 for type of trees and shrubs required. Trees and shrubs of a larger size may be used if

acceptable to COTR and/or Landscape Architect, with a proportionate increase in size of roots or balls.

C.16.7

Label at least one tree and one shrub of each variety and caliper with a securely attached, waterproof tag bearing legible designation of botanical and common name. Remove all other labels after planting and review by COTR and/or Landscape Architect.

1. Deciduous Shade Trees: Single-stem trees with straight trunk, well-balanced crown, and intact leader, of height and caliper required, complying with ANSI Z60.1 for type of trees required. Provide balled and burlapped, balled and potted or container-grown trees. Branching height shall be one-half of tree height.
2. Small Upright or Spreading Deciduous Trees: Branched or pruned naturally according to species and type, with relationship of caliper, height, and branching according to ANSI Z60.1; stem form (single stem, multi-stem clump, etc.) as required by COTR and/or Landscape Architect. Trees shall be branched or pruned naturally according to species and type, with relationship of caliper, height, and branching according to ANSI Z60.1.
3. Deciduous Shrubs: Deciduous shrubs with not less than the minimum number of canes required by and measured according to ANSI Z60.1 for type, shape, and height of shrub. Provide balled and burlapped, balled and potted, container-grown or fabric bag-grown shrubs.
4. Coniferous Evergreen: Normal-quality, well-balanced, coniferous evergreens, of type, height, spread, and shape required, complying with ANSI Z60.1. Specimen-quality, exceptionally heavy, tightly knit, symmetrically shaped coniferous evergreens. Provide grade "XXX". Provide balled and burlapped, balled and potted, or container-grown trees.
5. Broadleaf Evergreens: Normal-quality, well-balanced, broadleaf evergreens, of type, height, spread, and shape required, complying with ANSI Z60.1. Provide balled and burlapped, balled and potted or container-grown trees and shrubs.
6. Groundcover Plants: Provide ground cover of species required, established and well rooted in pots or similar containers, and complying with ANSI Z60.
7. Annuals: Provide healthy, disease-free plants of species and variety shown or listed. Provide only plants that are acclimated to outdoor conditions before delivery and that are in bud but not yet in bloom.
8. Perennials: Provide healthy, field-grown plants from a commercial nursery, of

species and variety shown or listed.

9. Fast-Growing Vines: Provide two-year plants with heavy, well-branched tops, with not less than 3 runners 18 inches (450 mm) or more in length, and with a vigorous well-developed root system. Provide species required complying with requirements in ANSI Z60.1.

#### **C.16.8 Scope of Work - Miscellaneous Products**

1. Stakes & Guys: ArborGuy 40E ([www.stakingsystems.com](http://www.stakingsystems.com)), or approved equivalent. ArborGuy guylines, arrowhead anchors, too-free tensioners. Flags: Standard surveyor's plastic flagging tape, white, 6 inches (150mm) long.
2. Tree Watering Bags: UV-treated polyethylene irrigation bag reinforced with nylon webbing. All sides shall be watertight with W' thick heat seals. Bag shall have nylon zippers to allow it to be secured to a tree or secured to other bags for multiple-bag configuration. Manufacturer: Treegator, 1-866-873- 3428, or approved equivalent.
3. Anti-desiccant: Water-insoluble emulsion, permeable moisture retardant, film forming, for trees and shrubs. Deliver in original, sealed, and fully labeled containers and mix according to manufacturer's written instructions. Wilt-Pruf or approved equivalent.

#### **C.16.9 Scope of work - Plant Installation**

1. Examine areas to receive exterior plants for compliance with requirements and conditions affecting installation and performance. Proceed with installation only after unsatisfactory conditions have been corrected. Protect structures, utilities, sidewalks, pavements, and other facilities, and lawns and existing exterior plants from damage caused by planting operations.
2. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
3. Lay out individual tree and shrub locations and areas for multiple exterior plantings or as staked by the COTR and/or Landscape Architect. Stake locations, outline areas, adjust locations when requested, and obtain Landscape Architect's acceptance of layout before planting. Make minor adjustments as required.
4. Apply anti-desiccant to trees and shrubs using power spray to provide an adequate film over trunks, branches, stems, twigs, and foliage to protect during digging, handling, and transportation.

5. If deciduous trees or shrubs are moved in full leaf, spray with anti-desiccant at nursery before moving and again two weeks after planting.
6. Excavate circular pits with sides sloped inward. Trim base leaving center area raised slightly to support root ball and assist in drainage. Do not further disturb base. Scarify sides of plant pit smeared or smoothed during excavation. Excavate approximately three times as wide as ball diameter for balled and burlapped container-grown stock. Excavate at least 12 inches (300 mm) wider than root spread and deep enough to accommodate vertical roots for bare-root stock.
7. Notify the COTR if unexpected rock or obstructions detrimental to trees or shrubs are encountered in excavations. If a hardpan layer is encountered, drill 6-inch-diameter holes into free-draining strata or to a depth of 10 feet, whichever is less, and backfill with free-draining material.
8. Fill excavations with water and allow to percolate away before positioning trees and shrubs. Notify Landscape Architect if subsoil conditions evidence unexpected water seepage or retention in tree or shrub pits.
9. Set stock plumb and in center of pit or trench with top of root ball 2 inches above adjacent finish grades.
10. Carefully remove root ball from container without damaging root ball or plant.
11. Make four evenly spaced vertical cuts, one inch (1") deep, in the sides of the rootball for entire height of rootball, with a clean, sharp utility knife. For ball & burlap plants, remove burlap and wire baskets from tops of root balls and 1/3 of sides, but do not remove from under root balls. Discard removed burlap and wire baskets; do not tum down and leave in tree or shrub pits. Remove pallets, if any, before setting. Do not use planting stock if root ball is cracked or broken before or during planting operation.
12. Set and support stock plumb in center of pit or trench with root flare 1" above adjacent finish grade. Spread roots shrub and perennials without tangling or turning toward surface, and carefully work backfill around roots by hand. Puddle with water until backfill layers are completely saturated. Plumb before backfilling, and maintain plumb while working backfill around roots and placing layers above roots. Tamp final layer of backfill. Repeat watering until no more water is absorbed. Remove injured roots by cutting cleanly; do not break.
13. Mulch as noted for Routine Maintenance.

14. Stake each tree per written instructions of stake and guy manufacturer.

**C.17 Scope of Work – Warranty**

1. Warrant exterior plants, for the warranty period indicated, as follows, against defects including death and unsatisfactory growth, except for defects resulting from abuse by The Courts, or incidents that are beyond Contractor's control. Replace any plants under warranty at no cost to the Courts.
2. Warranty Period for existing trees not installed by Contractor: Warranty period commences one year and one day after Site Acceptance and shall continue until said trees are 6" caliper. Trees over 6" caliper shall not be warranted by the Contractor.
3. Warranty Period for trees installed by Contractor less than or equal to 6" caliper: Indefinite during Maintenance Contract, or a minimum of two years from date of installation, whichever is longer.
4. Warranty Period for trees installed by Contractor greater than 6" caliper: Two years from date of installation.
5. Warranty Period for existing shrubs, perennials, turf or other plants not planted by Contractor: Warranty period commences one year and one day after Site Acceptance and shall continue indefinitely during the Maintenance Contract.
6. Warranty Period for Shrubs and Perennials or other plants, except annuals, installed by Contractor: Indefinite during Maintenance Contract, or a minimum of two years from date of installation, whichever is longer.
7. Warranty Period for Annual Plants: Replace as needed as indicated in Routine Maintenance.
8. Protect structures, utilities, sidewalks, pavements, and other facilities, and lawns and existing exterior plants from damage caused by landscape maintenance operations.
9. Replace or repair to the satisfaction of the Courts, at no cost to the Courts, any damage to the Courts' property, including plantings that are not covered under the warranty above, caused by Contractor's operations or by Contractor's neglect, including but not limited to mowing damage, equipment damage, and irrigation damage (such as over-watering or under-watering).
10. In the event the Maintenance Contract is terminated, Contractor, in conjunction with

the Courts and a Landscape Architect, will conduct a "Post Termination Warranty Inspection" of said property to identify any and all necessary plant replacements, prior to Contractor relinquishing said property to the Courts. This inspection will occur no later than 15 days after the termination date of the maintenance contract. Upon completion of any and all replacements and I or acceptance of plant material condition, all warranties from Contractor will cease and all plant material then becomes the sole responsibility of the Courts.

**C.18 Scope of Work – Definitions**

C.18.1 Approved: Approved in writing by the Courts/ COTR Contract Officer Technical Representative.

C.18.2 Balled and Burlapped Stock: Exterior plants dug with firm, natural balls of earth in which they are grown, with ball size not less than diameter and depth recommended by ANSI Z60.1 for type and size of tree or shrub required; wrapped, tied, rigidly supported, and drum-laced as recommended by ANSI Z60.1.

C.18.3 Balled and Potted Stock: Exterior plants dug with firm, natural balls of earth in which they are grown and placed, unbroken, in a container. Ball size is not less than diameter and depth recommended by ANSI Z60.1 for type and size of exterior plant required.

C.18.4 Bare-Root Stock: Exterior plants with a well-branched, fibrous-root system developed by transplanting or root pruning, with soil or growing medium removed, and with not less than minimum root spread according to ANSI Z60.1 for kind and size of exterior plant required.

C.18.5 Container-Grown Stock: Healthy, vigorous, well-rooted exterior plants grown in a container with well-established root system reaching sides of container and maintaining a firm ball when removed from container. Container shall be rigid enough to hold ball shape and protect root mass during shipping and be sized according to ANSI Z60.1 for kind, type, and size of exterior plant required.

C.18.6 Fabric Bag-Grown Stock: Healthy, vigorous, well-rooted exterior plants established and grown in-ground in a porous fabric bag with well-established root system reaching sides of fabric bag. Fabric bag size is not less than diameter, depth, and volume required by ANSI Z60.1 for type and size of exterior plant.

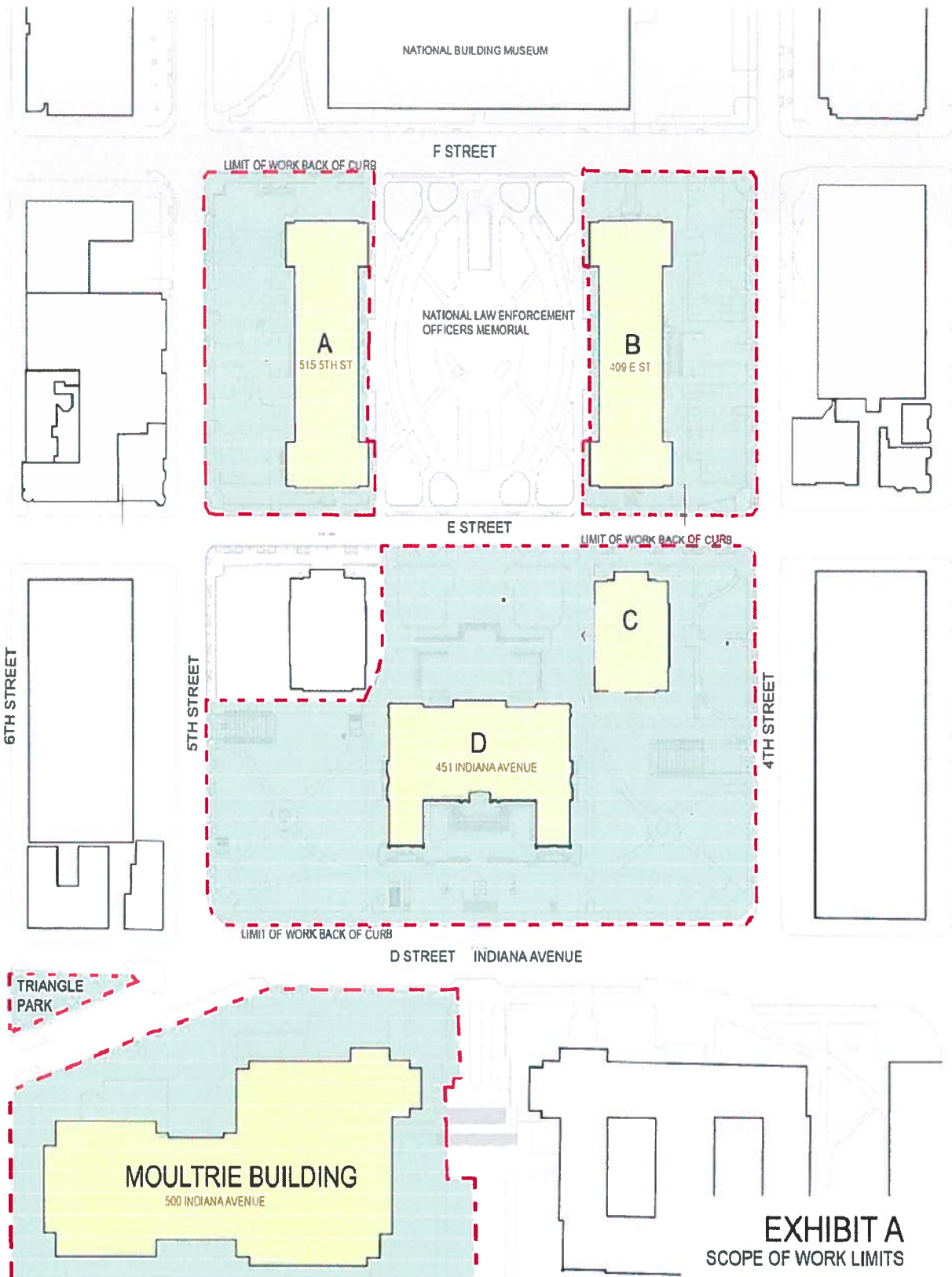
C.18.7 Finish Grade: Elevation of finished surface of planting soil.

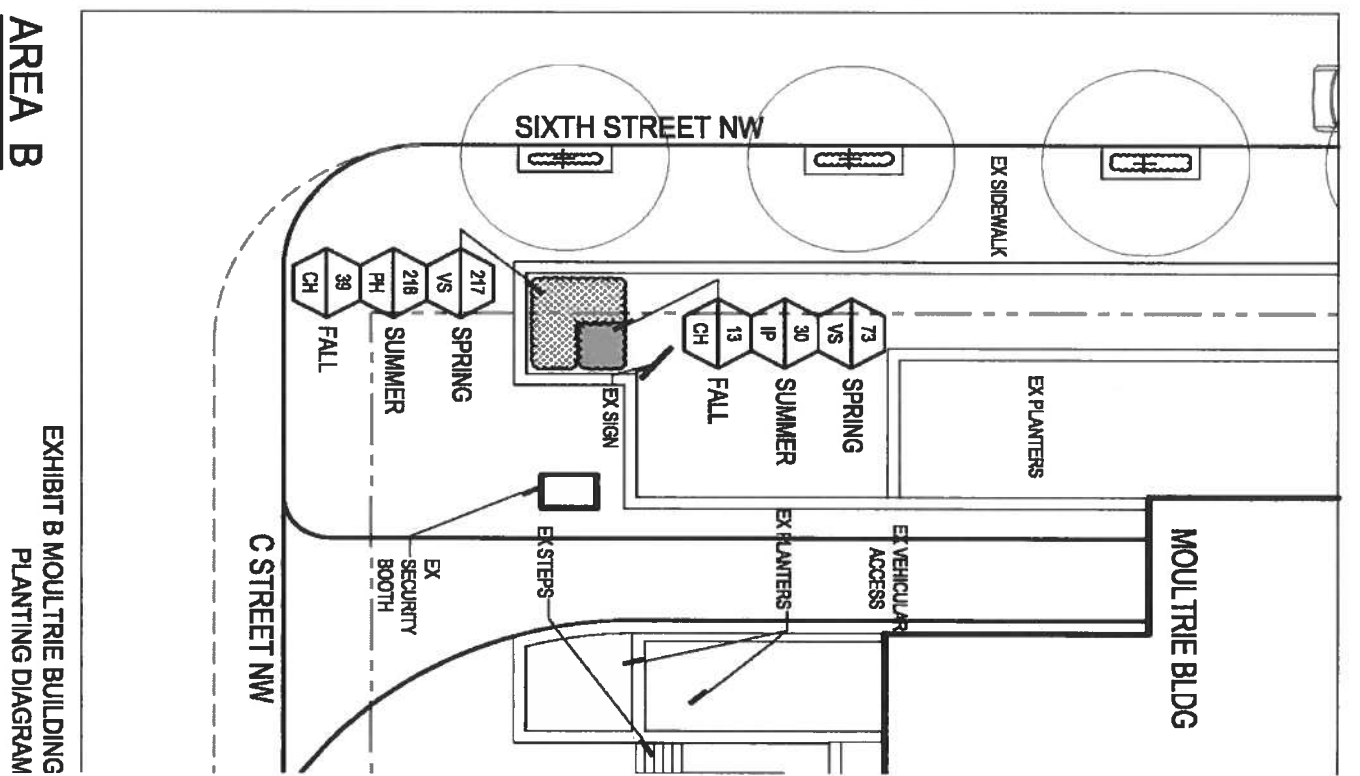
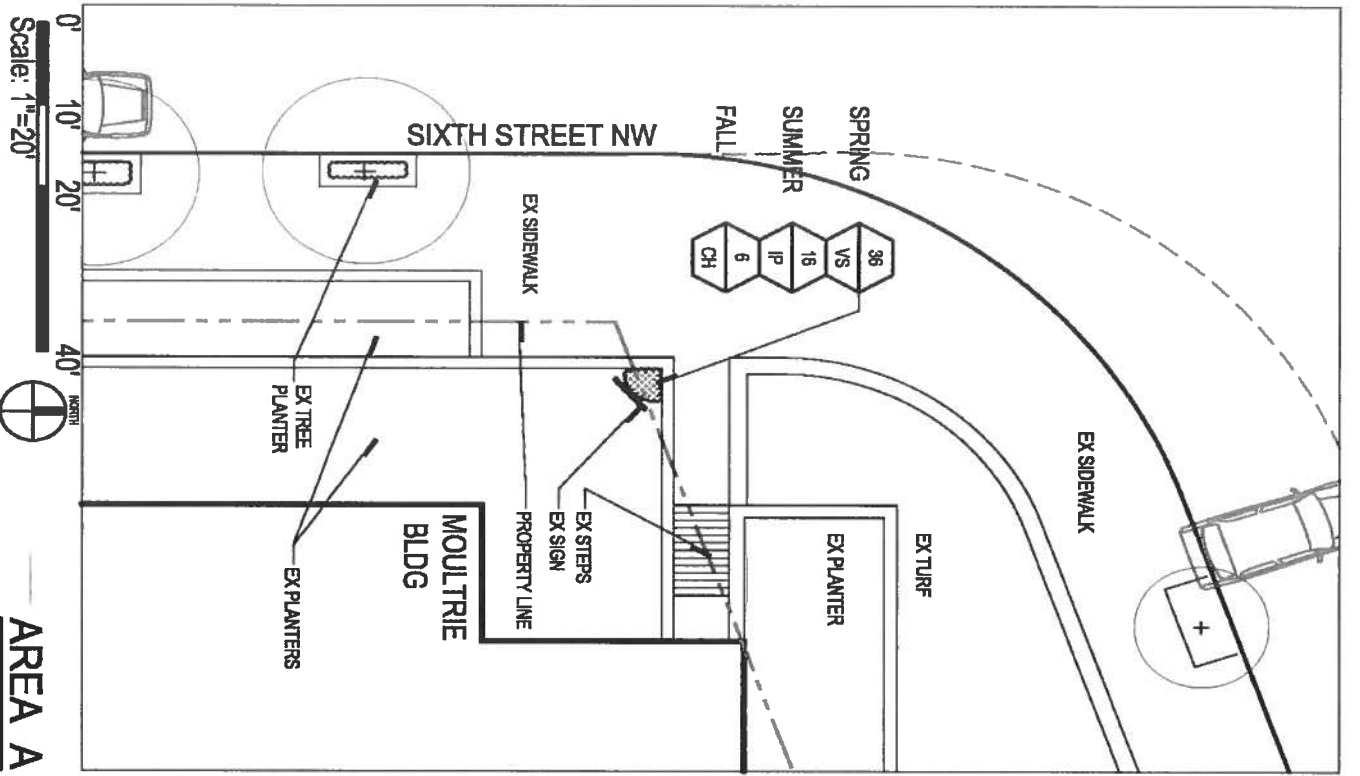


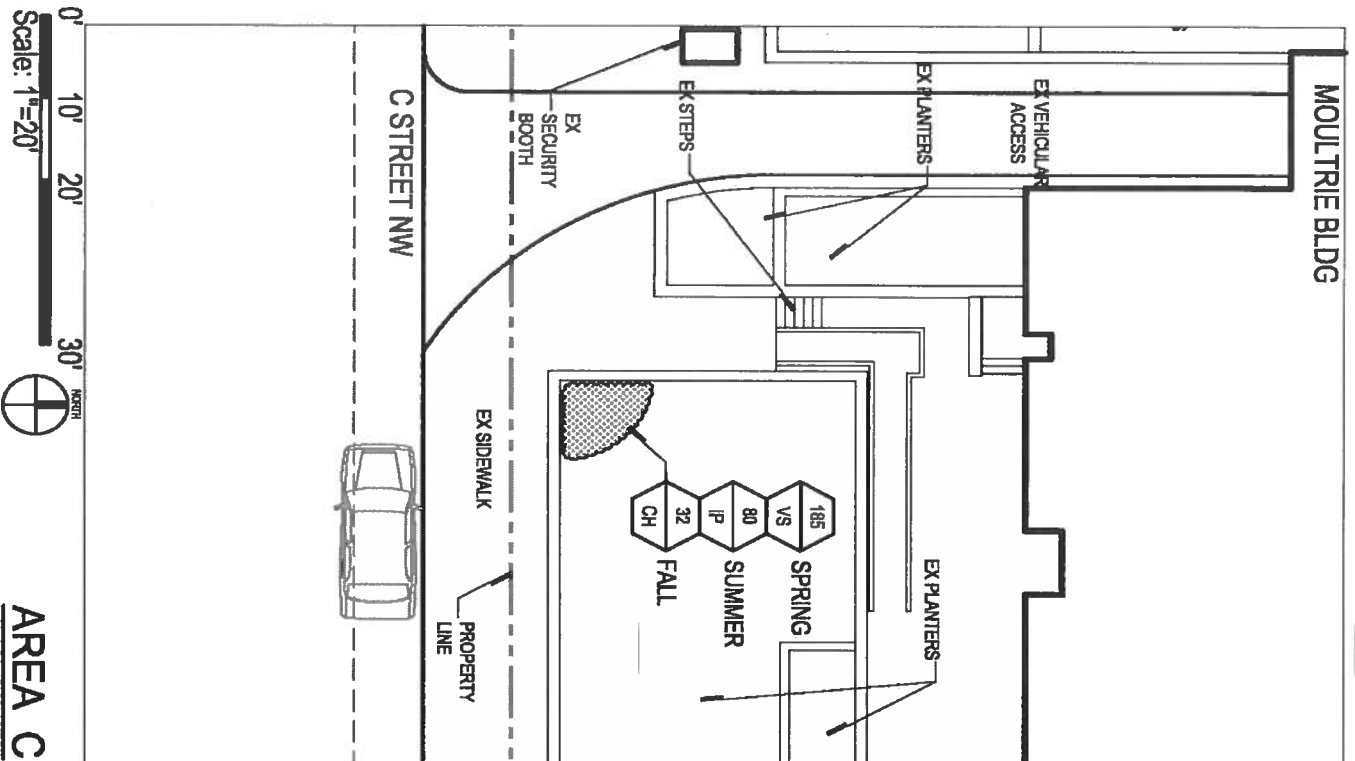
- C.18.8 Landscape Maintenance Contract [the Contract]: Contract between The Courts and Landscape Contractor [the Contractor] for landscape maintenance services.
- C.18.9 Manufactured Topsoil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.
- C.18.10 The Courts: The District of Columbia Courts.
- C.18.11 Planting Soil: Native or imported topsoil, manufactured topsoil, or surface soil modified to become topsoil; mixed with soil amendments.
- C.18.12 Required: As required of written directive issued by The Courts or as required by the written agreement between The Courts and Contractor.
- C.18.13 Subgrade: Surface or elevation of subsoil remaining after completing excavation, or top surface of a fill or backfill, before placing planting soil.
- C.18.14 Tree Protection Zone: Area surrounding individual trees or groups of trees and defined by the drip line of individual trees or the perimeter drip line of groups of trees.

**C.19 Scope of Work - Exhibits (Attachments)**

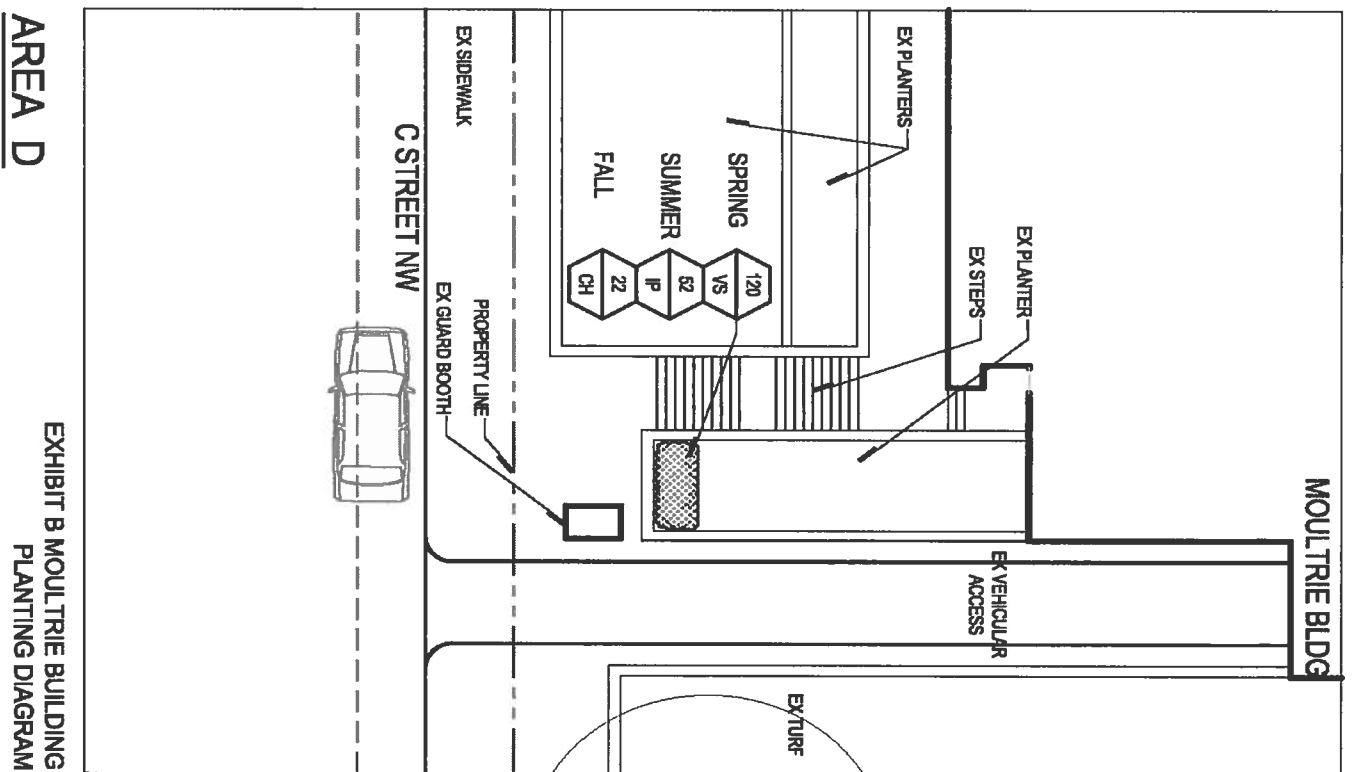
- C.19.1 Exhibit A (p.42): Scope of Work DC Courts Campus-wide project site.
- C.19.2 Exhibit B (pp. 43-46): Moultrie Building Planting Diagram Key:
1. Area A & B (p.43)
  2. Area C & D (p.44)
  3. Area E & F (p. 45)
  4. Area G & H (p.46)
- C.19.3 Annual Seasonal Plantings
- C.19.3.1 Exhibit C-1 (pp.47-48): 510 4th Street, N.W. Planting Diagram Key
- C.19.3.2 Exhibit C-2 (pp. 49-50): 515 5th Street, N.W. Planting Diagram Key
- C.19.3.3 Exhibit C-3 (pp. 51-52): 410 "E" Street, N.W. Planting Diagram Key
- C.19.4 Exhibit D (pp.53- 56): Locations of the seven (7) Irrigation Systems





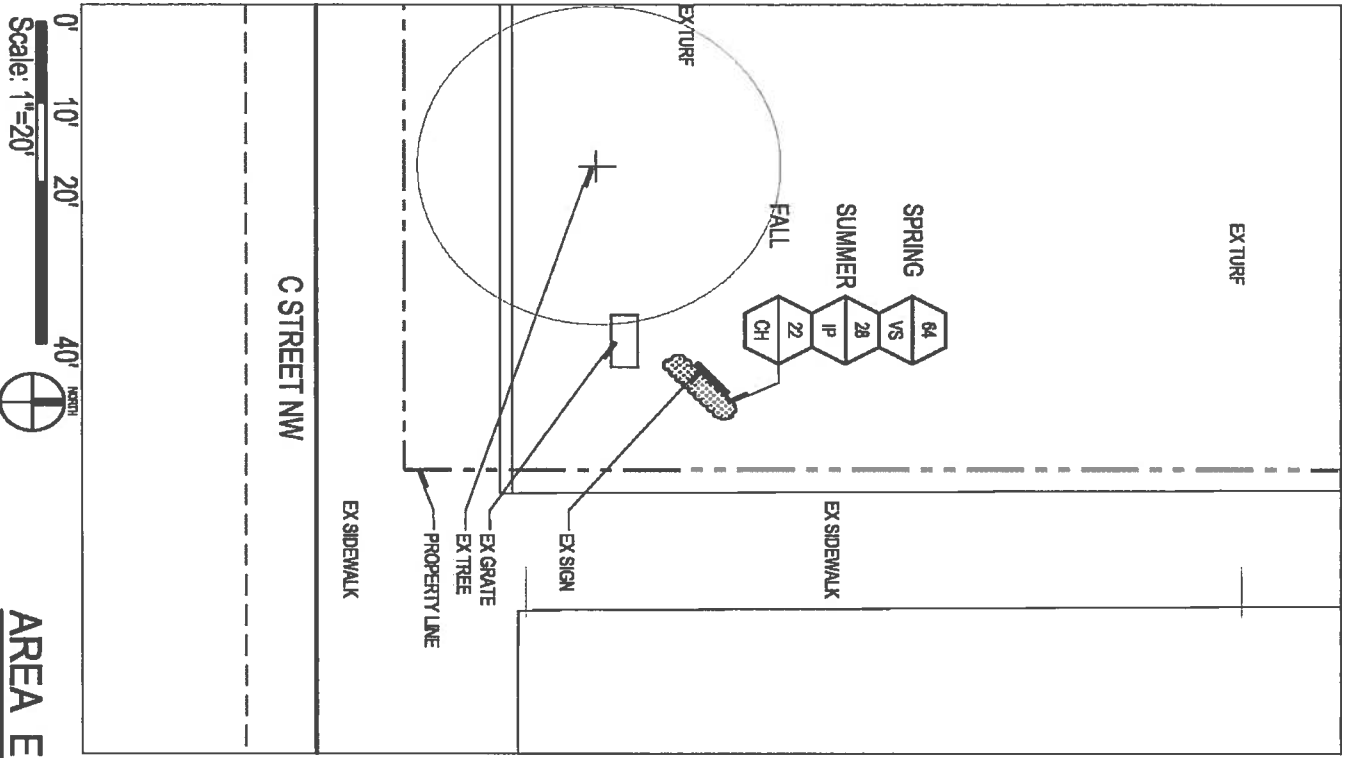


AREA C

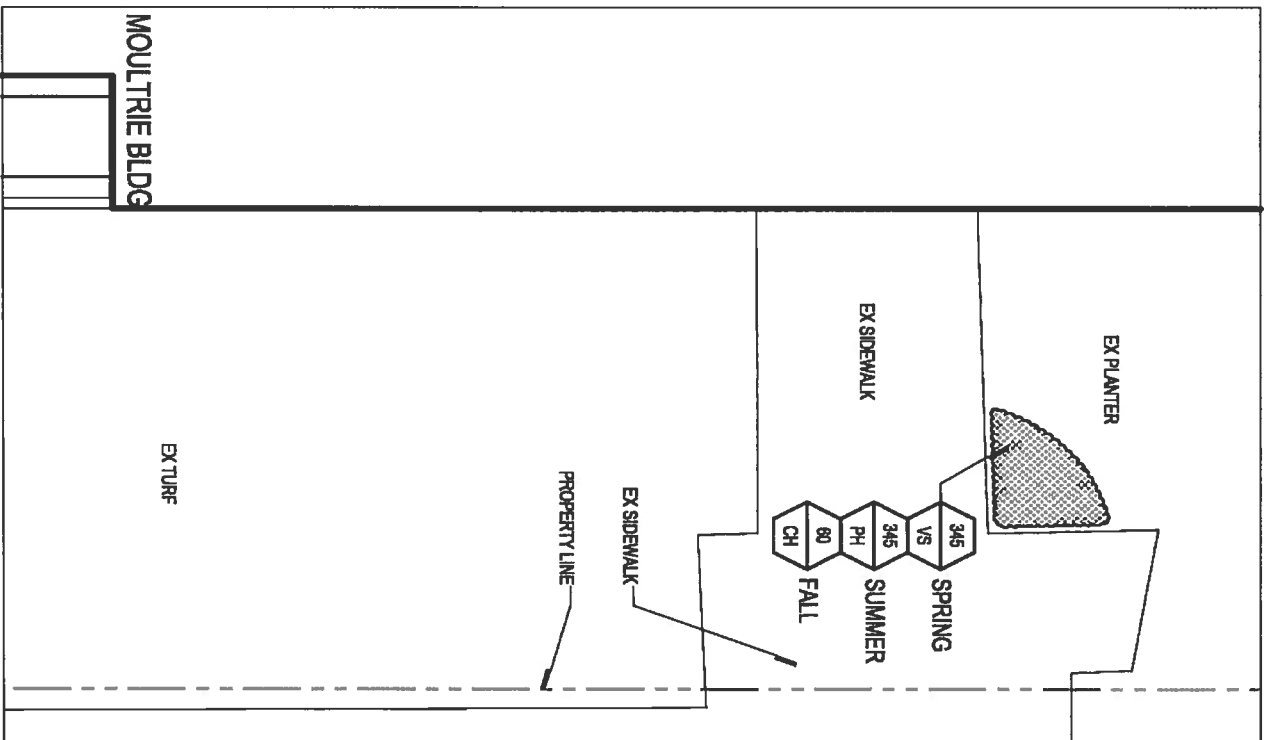


AREA D

EXHIBIT B MOULTRIE BUILDING PLANTING DIAGRAM



**AREA E**



**AREA F**

**EXHIBIT B MOULTRIE BUILDING  
PLANTING DIAGRAM**

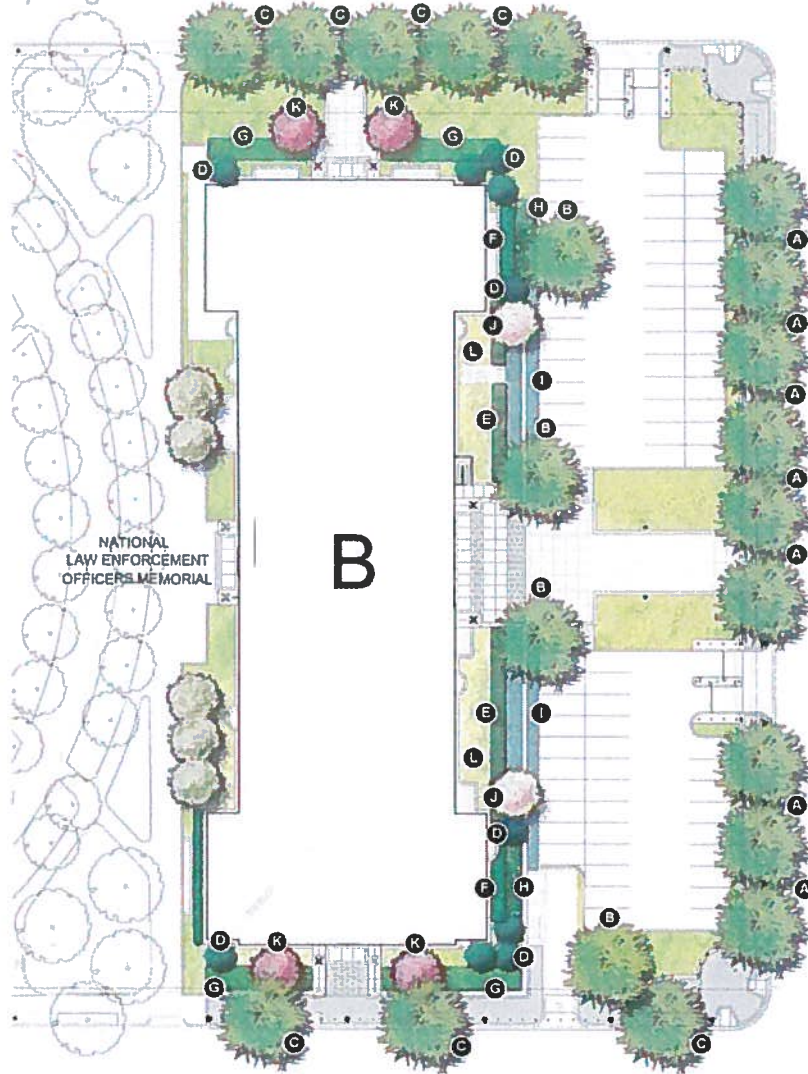




Exhibit C.1

510 4th STREET NW

-- Spring



Judiciary Square  
Open Space and Performance  
Security Design

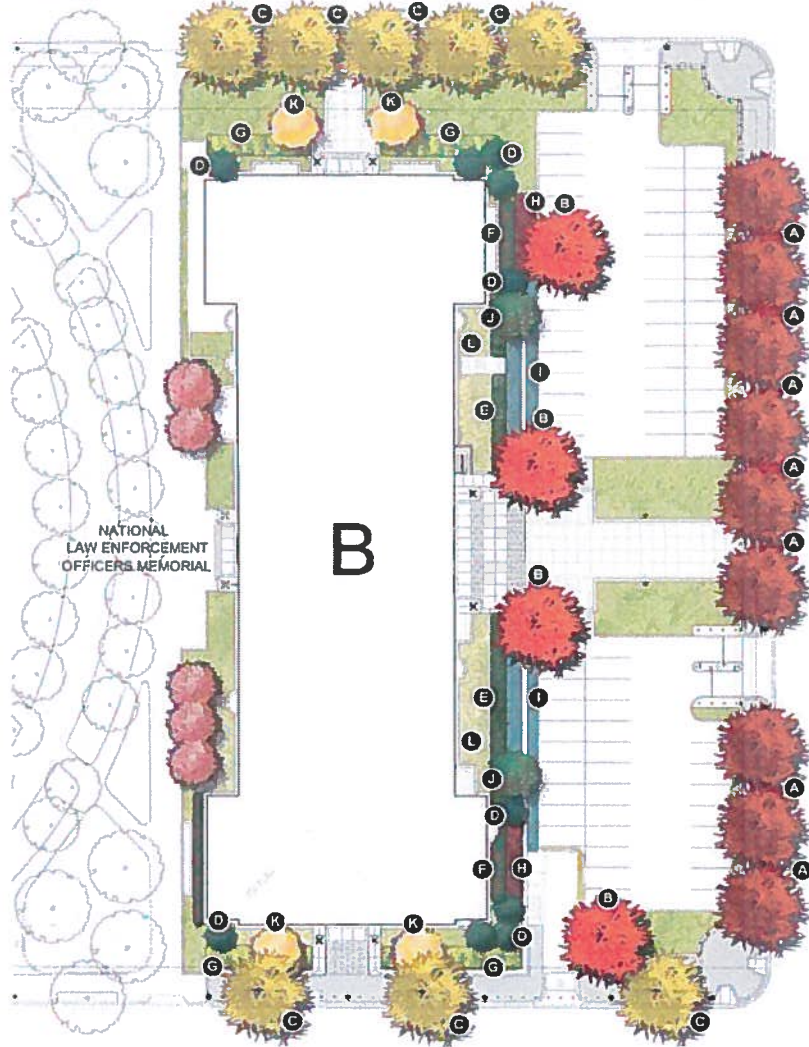


Planting Concept  
June 2010



# 510 4th STREET NW

— Autumn



A Red Oak

B October Glory Maple

C Chinese Elm

D American Holly

E Inkberry Holly

F Blue Holly

G Bl. Jatropha

H Red Twig Dogwood

I Creeping Azalea

J Blenheim Magnolia

K Blenheim Weibull

L Lawn



Judiciary Square  
Open Space and Perimeter  
Security Design

Planting Concept  
June 2010

AECOM



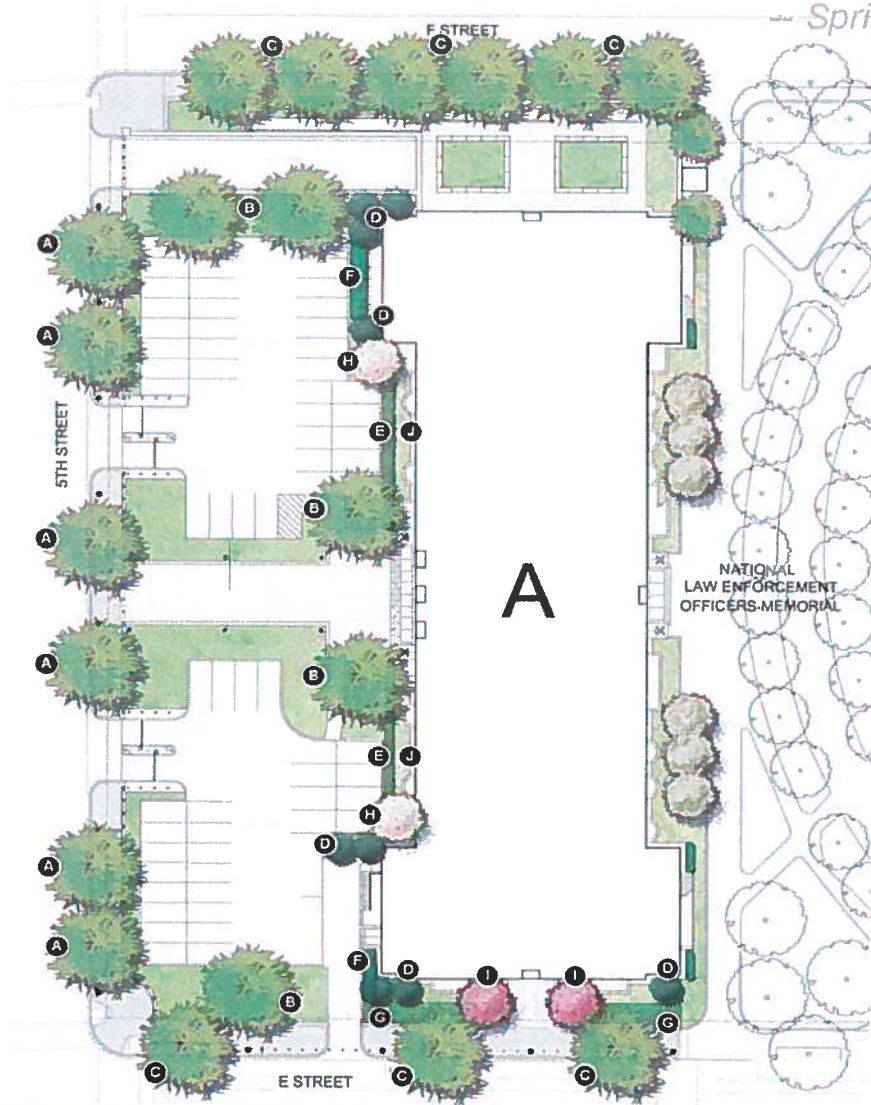
Exhibit C.2

515 5th STREET NW

Spring



Judiciary Square  
Open Space and Perimeter  
Security Design



A



B



C



D



E



F



G



H



I



J

Planting Concept  
June 2010







Judiciary Square  
Open Space and Perimeter  
Security Design



Planting Concept  
June 2010



# 515 5th STREET NW

-- Autumn

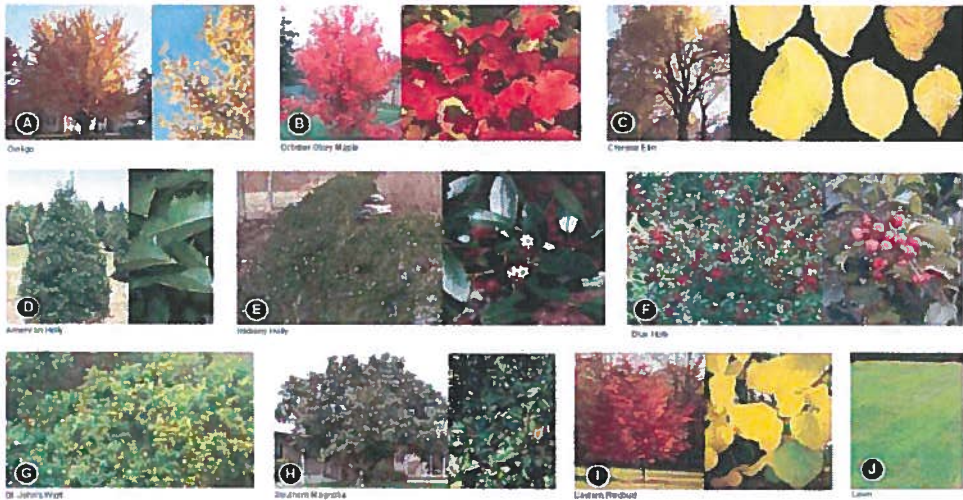
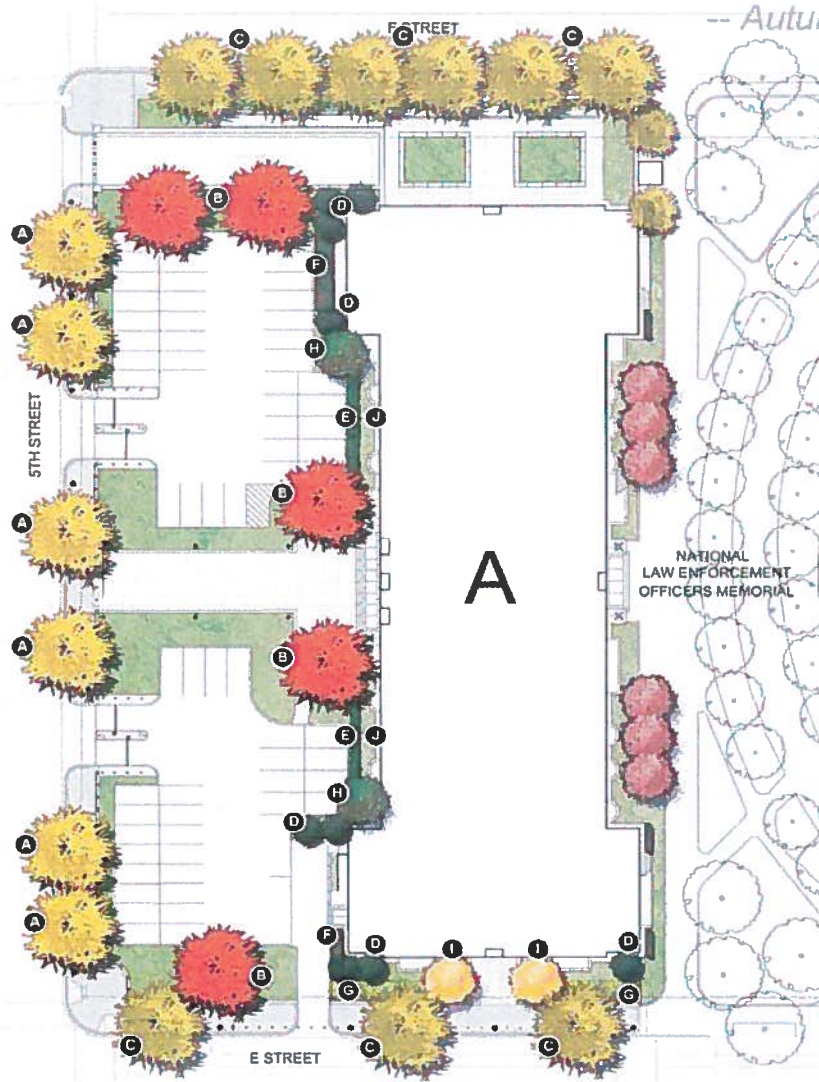


Exhibit C.3

410 E STREET NW

-- Spring



Judiciary Square  
Open Space and Perimeter  
Security Design

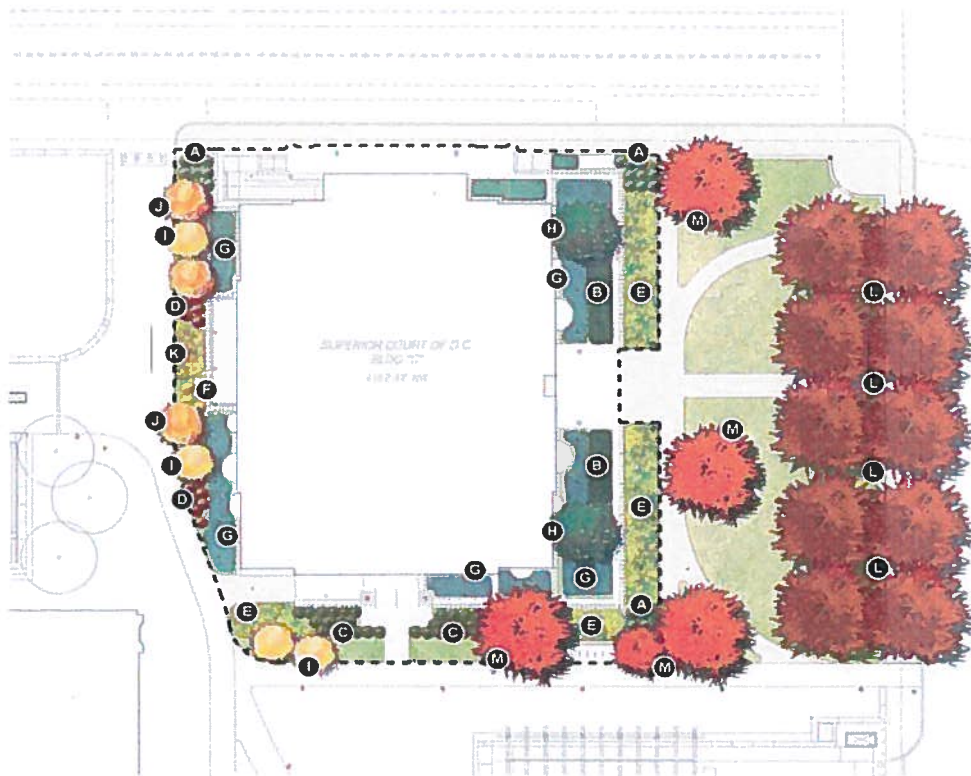
Planting Concept  
June 2010



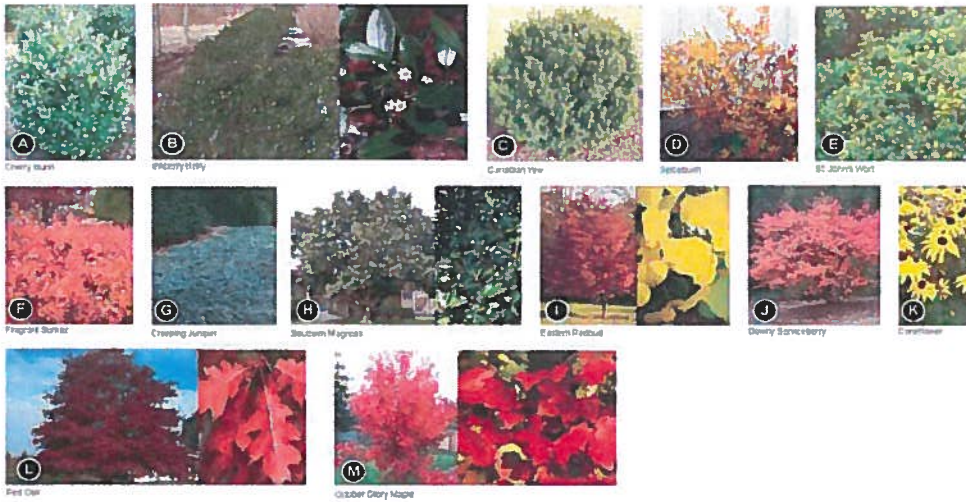


# 410 E STREET NW

-- Autumn



Judiciary Square  
Open Space and Perimeter  
Security Design

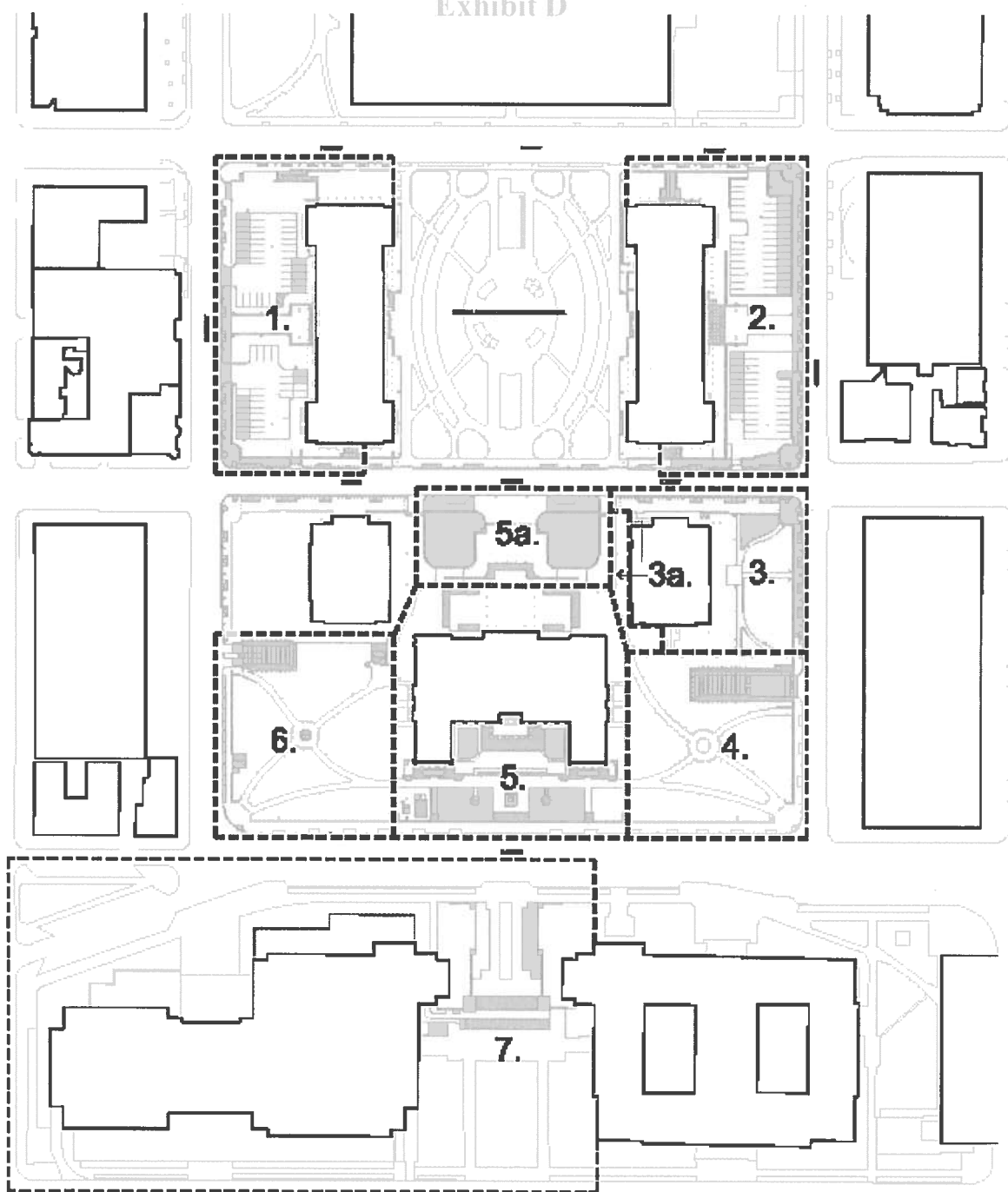


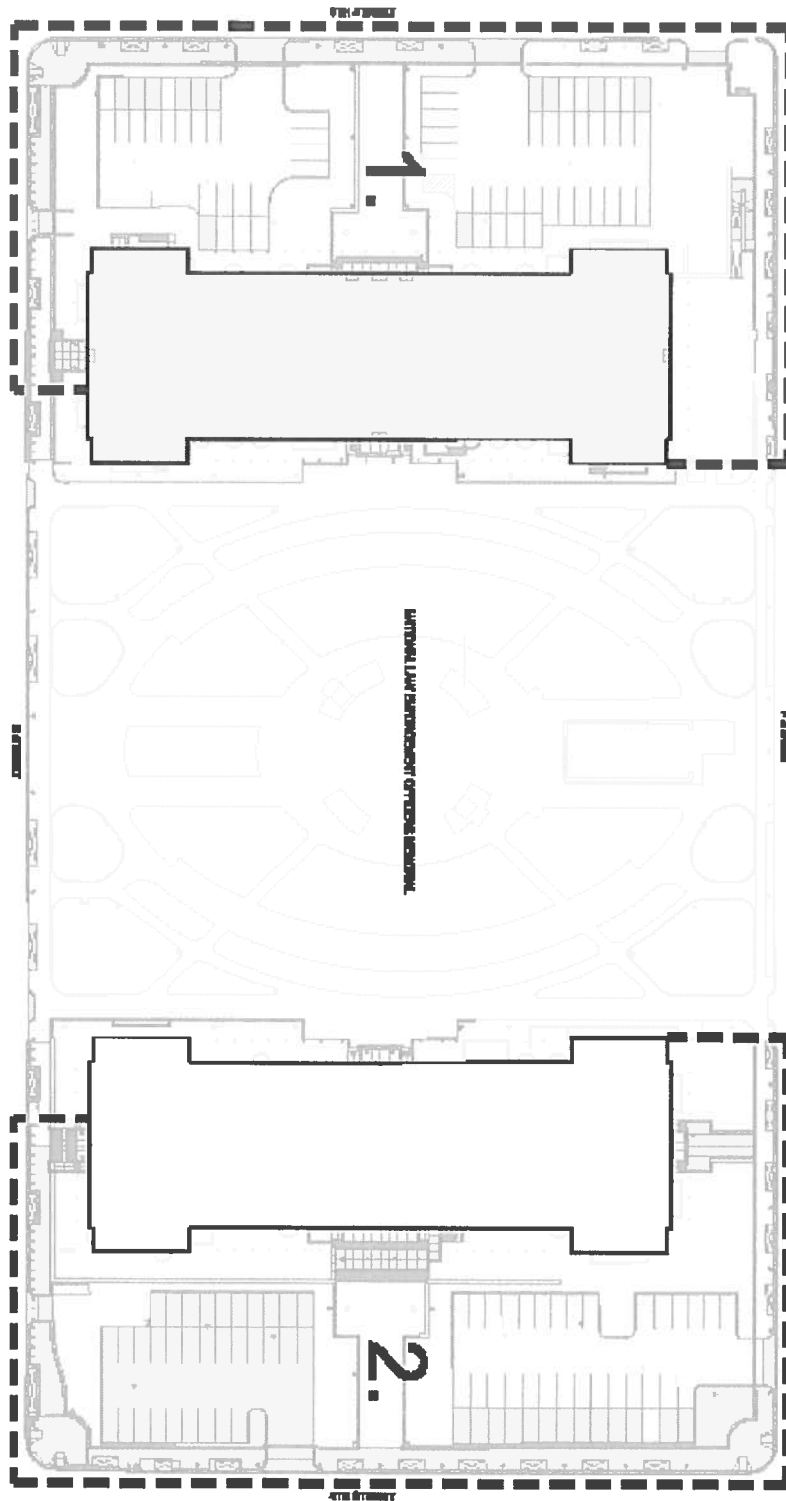
Planting Concept  
June 2010

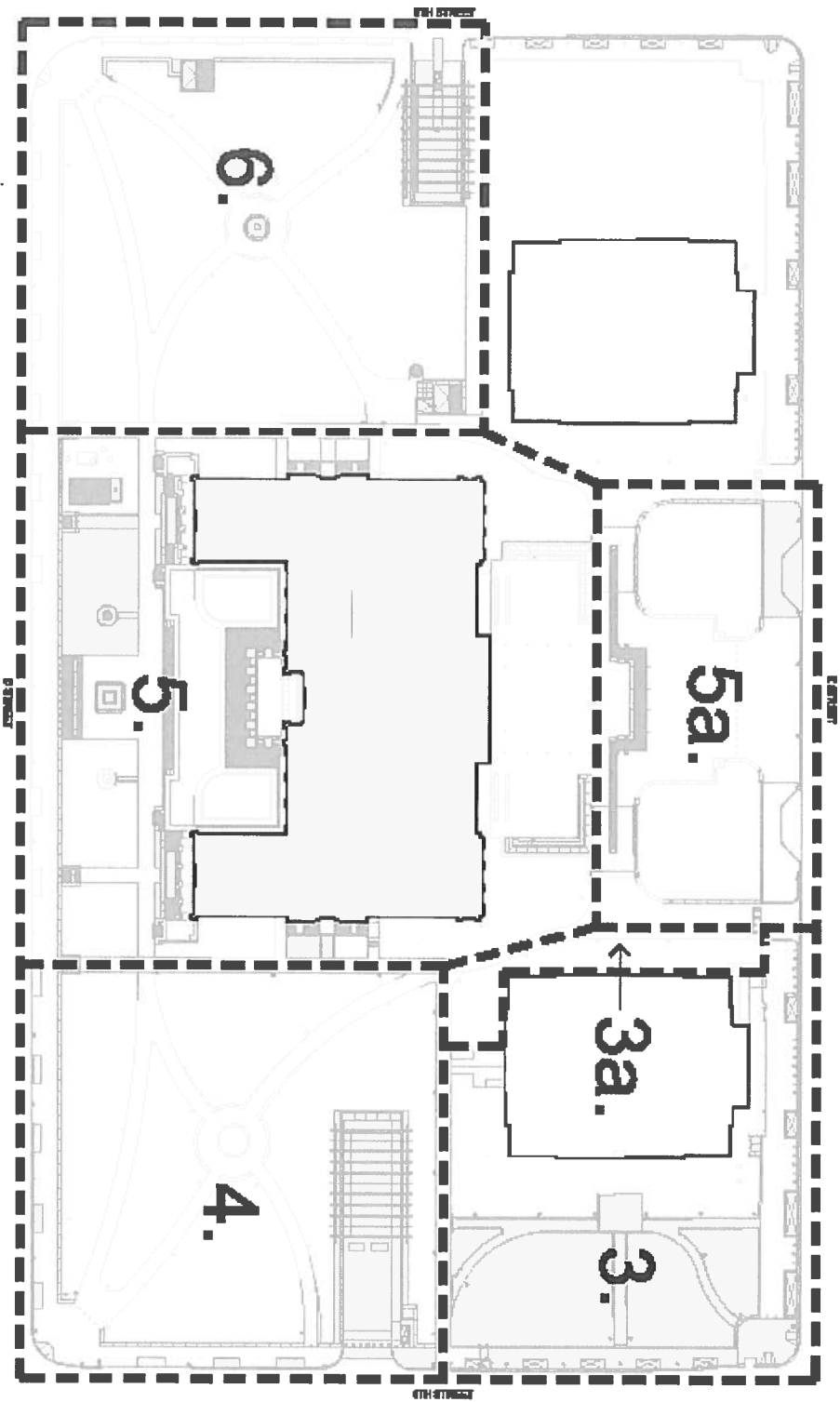


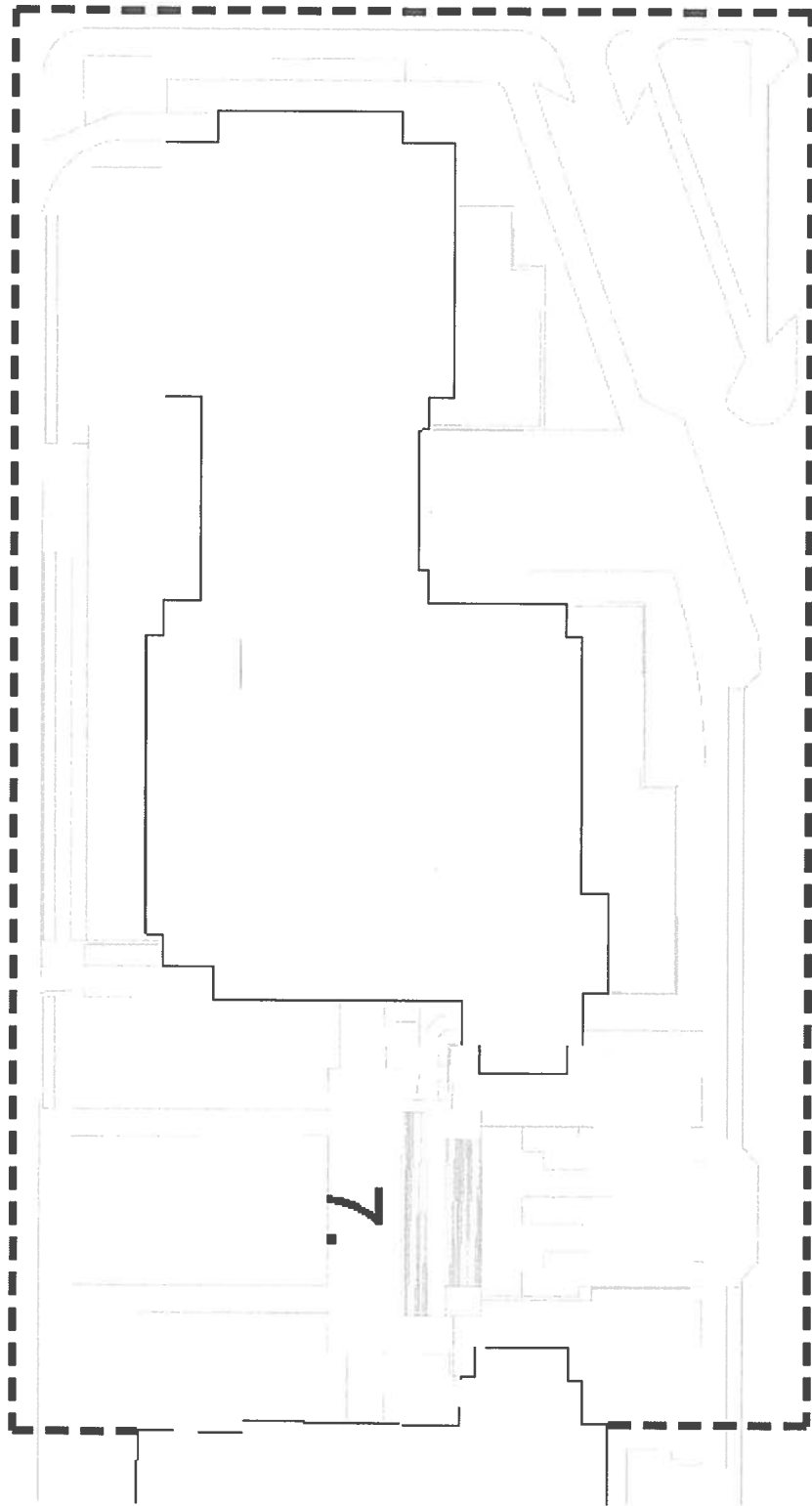
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Exhibit D











**SECTION D – PACKAGING AND MARKING**

(Not applicable to this procurement)

## **SECTION E – INSPECTION AND ACCEPTANCE**

### **E.1 INSPECTION OF SERVICES**

E.1.1 DEFINITIONS: "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

E.1.2 The Contractor shall provide and maintain an inspection system acceptable to the District of Columbia Courts covering the services furnished under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Courts during contract performance and for as long as the contract requires.

E.1.3 The Courts have the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Courts shall perform inspections and test in a manner that will not unduly delay the work.

E.1.4 If the Courts perform inspections or test on the premises of the Contractor or subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in the contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

E.1.5 If any of the services do not conform to the contract requirements, the Courts may require the Contractor to perform the services again in conformity with the contract requirements, at no increase in the contract amount. When the defects in services cannot be corrected by performance, the Courts may:

- (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
- (2) Reduce the contract price to reflect the reduced value of the services performed.

E.1.6 If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity with the contract requirements, the Courts may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Courts that is directly related to the performance of such service or (2) terminate the contract for default.

E.2 Services must be reviewed and approved by the COTR.

## **SECTION F – DELIVERIES AND PERFORMANCE**

### **F.1 Term of Contract:**

- F.1.1 The term of the contract shall be for one (1) year from the date of award of the contract. The date of award shall be the date the Contracting Officer signs the contract document.

### **F.2 Option to Extend the Term of The Contract**

- F.2.1 The Courts may unilaterally extend the term of this contract for four (4) one (1) year period, or a fraction, or multiple fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the Courts shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Courts to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

If the Courts exercise this option, the extended contract shall be considered to include this option provision. The exercise of any option under this contract is contingent upon the appropriation of funds for the respective option period. However, the availability of funds does not obligate the Courts to exercise this option year.

- F.2.1.1 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.2.1.2 The total duration of this contract including the exercise of any options under this clause, shall not exceed five (5) years.

### **F.3 Deliverables**

- F.3.1 All Deliverables shall be in a form and manner acceptable to the Courts. The Contractor shall complete the tasks and provide to the COTR the deliverables within the designated time frames as specified within this solicitation.

## 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>.
- 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](mailto: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 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.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.

G.2.2 The Contractor shall complete and submit the District of Columbia Courts Release of Claims form (Attachment J.8) as well as provide a copy of the final electronic invoice to the COTR.

**G.3 Tax Exempt**

G.3.1 The Courts is exempt from taxation pursuant to D.C. Code 47-2005(1).

**G.4 Prompt Payment Act**

G.4.1 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 Payment**

G.5.1 Payment to the Contractor for services satisfactorily performed shall be made by the Courts once the Contractor's certified invoice has been approved by the **COTR**, or in the case of a dispute, subject to final determination by the Contracting Officer.

**G.6 Audits.**

G.6.1 At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor's invoices or vouchers and statements of costs audited. Any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the Courts and a discrepancy of overpayment is found, the Courts shall be reimbursed for said overpayment within thirty (30) days after written notification.

**G.7 Contracting Officer and Contracting Officer's Technical Representative (COTR).**

**G.7.1 Contracting Officer.** The District of Columbia Superior Court Contracting Officer who has the appropriate contracting authority is the only Courts official authorized to contractually bind the Courts through signing contract documents. All correspondence to the Contracting Officer shall be forwarded to:

Louis W. Parker  
Administrative Officer  
Administrative Services Division  
District of Columbia Courts  
616 H Street, N.W., Suite 622  
Washington, D.C. 20001  
Telephone Number: (202) 879-2803

**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:

**COTR: NAME:** Terrell Thomas  
**TITLE:** Facilities Technician Assistant  
**DIVISION:** Capital Projects & Facilities Management Division  
**TELEPHONE NUMBER:** 202-879-4265  
**EMAIL:** Terrell.Thomas@dccsystem.gov

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

## **SECTION H – SPECIAL CONTRACTS REQUIREMENTS**

### **H.1 Department of Labor Wage Determination**

The Contractor shall be bound by the Wage Determination No. 2015-4281, Revision No. 19, dated 07/21/2021, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.10. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 27 of the D.C. Courts General Contract Provisions (J.1).

### **H.2 Publicity**

The Contractor shall at all times obtain the prior written approval from the 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.

### **H.3 Disclosure of Information**

H.3.1 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.3.2 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.3.3 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.3.4 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.4 Security Requirements**

H.4.1 The requirement for Contractor personnel to obtain a security clearance as designated by

the Contracting Officer may arise per the District of Columbia Courts security policies and procedures. The District of Columbia Courts will notify the Contractor of all such requirements as soon as practicable.

## **H.5 Courts' Responsibilities**

H.5.1 The Courts' staff will work with the selected Contractor to address any questions and concerns.

H.5.2 The Courts' staff will provide the necessary level of access to the Courts' systems.

## **H.6 Contractor Project Staff**

H.6.1 The Contractor shall not change key Contractor staff (for this solicitation's project team) unless such replacement is necessary due to sickness, death, termination of employment, or unpaid leave of absence. Any such changes shall require formal written notice to the Courts. Replacement project staff shall have comparable or greater skills with regard to performance of the project as the staff being replaced and be subject to the provisions of this RFP and any resulting contract.

The Courts reserves the right to require removal or reassignment of the Contractor's project staff found unacceptable.

The Courts may conduct reference checks—and will conduct background checks (See H.4)—on the Contractor's project staff. The Courts reserves the right to reject the Contractor's staff as a result of such reference and background checks.

Notwithstanding anything to the contrary, the Courts shall have the option to terminate the contract, at its discretion, if it is dissatisfied with the Contractor's replacement project staff.



## **SECTION I – CONTRACT CLAUSES**

### **I.1 Applicability of General Provisions Applicable to the D.C. Courts Contracts**

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

### **I.2 Restriction On Disclosure and Use of Data:**

Offerors who include in their offers 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 offer.

### **I.3 Ethics in Public Contracting:**

The Offeror shall familiarize itself with the Court's policy entitled "Ethics in Public Contracting". The Offeror shall abide by such provisions in submission of its proposal and performance of any contract awarded.

### **I.4 Disputes:**

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

### **I.5 Laws and Regulations:**

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

### **I.6 Non-Discrimination:**

The Contractor agrees that it will comply with the nondiscrimination requirements set forth in D.C. Code, Section 2-1402.11(Supp. 2006). The Contractor agrees to comply with requests from the Courts to support the Contractor's adherence to this section.

### **I.7 Examination of Books and Records:**

The Contracting Officer, the Inspector General or any of its duly authorized representatives shall, until three years after final payment, have the right to examine any directly pertinent books, documents, papers and record of the Contractor involving

transactions related to the contract.

**I.8 Record Keeping:**

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

**I.9 Subcontracts:**

None of the Contractor's work or services hereunder may be subcontracted by the Contractor to any subcontractor without the prior, written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement which the Courts shall have the rights to review and approve prior to its execution to the Contract. Notwithstanding any such subcontractor approved by the Court, the Contractor shall remain liable to the Courts for all contractors' work and services required hereunder.

**I.10 Protest**

I.10.1 Any aggrieved person may protest this solicitation, award or proposed contract award in accordance with Chapter 8 of the Procurement Guidelines of the District of Columbia Courts. Protest shall be filed in writing, within ten (10) working days after the basis of the protest is known (or should have been known), whichever is earlier with the Contracting Officer at:

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

I.10.2 A protest shall include the following:

I.10.2.1 Name, address and telephone number of the protester;

I.10.2.2 solicitation or contract number;

I.10.2.3 Detailed statement of the legal and factual grounds for the protest, including copies of relevant documents;

I.10.2.4 Request for a ruling by the Contracting Officer; and

I.10.2.5 Statement as to the form of relief requested.

## I.11 Debriefing

An unsuccessful offeror may request a debriefing by submitting a written request to the Contracting Officer at the address specified in I.10 above within (3) calendar days from the date of receipt of the notification of award.

## I.12 Insurance

I.12.1 GENERAL REQUIREMENTS. The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. 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 and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia Courts.

The District of Columbia Courts shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against the District of Columbia Courts relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be affected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds

clause applicable to the additional insured.

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

1. Commercial General Liability Insurance (“CGL”) - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. (“ISO”) form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.
2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor’s commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers’ Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers’ Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer’s Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of employer’s liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia Courts.

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
5. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the District of Columbia Courts and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.
6. Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called “silent” coverage under a commercial general liability or professional liability policy will not be acceptable.
7. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor’s umbrella or excess liability policy or (ii) \$10,000,000 per occurrence and \$10,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

- I.12.2 **PRIMARY AND NONCONTRIBUTORY INSURANCE**  
The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the District of Columbia Courts.
- I.12.3 **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia Courts, and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.
- I.12.4 **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia Courts. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- I.12.5 **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia Courts.
- I.12.6 **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- I.12.7 **NOTIFICATION.** The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.
- I.12.8 **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

Kiana Green  
Contract Specialist  
616 H Street, N.W.

Suite 612  
Washington, DC 20001  
Phone: 202-879-7718  
[Kiana.Green@dccsystem.gov](mailto:Kiana.Green@dccsystem.gov)

The CO may request and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

- I.12.9 DISCLOSURE OF INFORMATION. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District 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.12.10 CARRIER RATINGS. All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the in the District.

## **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            District of Columbia Courts Release of Claims**
- J.9            Past Performance Evaluation Form**
- J.10          Wage Determination No. 2015-4281, Revision No. 19, dated 07/21/2021**
- J.11          Cost Breakdown Worksheets**



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

### **K.1 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE.**

K.1.1 Definitions. As used in this provision:

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

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

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

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

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

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

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

expected to be completed.

K.1.2.1 Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

K.1.2.2 Establish an ongoing drug-free awareness program to inform such employees about -

- (i) The dangers of drug abuse in the workplace;
- (ii) The Contractor's policy of maintaining a drug-free workplace;
- (iii) Any available drug counseling, rehabilitation, and employee assistance program; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

K.1.2.3 Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph K.1.2.1 of this provision;

K.1.2.4 Notify such employees in writing in the statement required by subparagraph K.1.2.1 of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will

- (i) Abide by the terms of the statement; and
- (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;

K.1.2.5 Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision K.1.2.4 (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 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 subparagraphs K.1.2.1 through K.1.2.6 of this provision.

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

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

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

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

\_\_\_\_\_  
Print Name of Authorized  
Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Authorized  
Representative

## 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 or electronic copy of a proposal as an original. Unless specifically authorized in the solicitation, the District of Columbia Courts shall not accept telegraphic, facsimile, or electronic offers.
- L.1.2 Proposals shall be submitted **BY EMAIL** (electronic version PDF format). The Offeror shall conspicuously mark on the cover of the proposal package the name and address of the Offeror and the following:

*Solicitation Number: DCSC-21-RFP-117*

*Caption: "DC Courts Campus-wide Landscaping"*

*Proposal Due Date & Time: September 7, 2021 No later than 2:00 P.M*

### L.1.3 Confidentiality of Submitted Information

- L.1.3.1 Offerors who include in their proposals data that they do not want disclosed to the public or used by the District of Columbia Courts except for use in the procurement process shall mark the title page of the proposal document with the following legend:
- L.1.3.1.1 *"This proposal includes data that shall not be disclosed outside the District of Columbia Courts and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process."*
- L.1.3.2 The specific information within the proposal which the Offeror is making subject to this restriction announced on the title page must be noted on the individual pages which contain it. The Offeror shall mark each page containing confidential information or data it wishes to restrict with the following text:
- L.1.3.2.1 *"Use or disclosure of data contained on this page is subject to the restriction on the title page of this proposal"*.
- L.1.3.3 Note that the District of Columbia Courts shall have the right to duplicate, use, or disclose the data to the extent consistent with the Court's internal needs in the procurement process. The Courts may, without permission of the Offeror, use, without restriction, information contained in this proposal package if it is obtained from another source.

- L.1.4 Offers shall be submitted by email to Kiana Green, Contract Specialist at the following

address:

Kiana Green  
Contract Specialist  
Kiana.Green@dccsystem.gov  
202-879-7718

**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. Volume I – Technical Proposal and Volume II - Price Proposal. See also, L.4 and L.5.

**L.3 Each Offeror shall submit one (1) electronic copy of the Technical Proposal and one copy of the Price Proposal. Each proposal shall be properly indexed and include all information requested in the RFP.**

**L.4 Volume I - Technical Proposal shall be comprised of the following TABS:**

<b>SOLCITATION SECTION</b>	<b>TECHNICAL EVALUATION CRITERIA</b>
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<p><b>Tab A</b></p>	<p><b>PART 1 - Technical Evaluation Contractor's quality related to the project requirement</b></p> <p><b>Quality Assurance program</b> - project specific</p> <ul style="list-style-type: none"> <li>• Senior level monitoring to ensure that work is done and completed satisfactorily; program of monitoring and review for quality of work performed.</li> </ul> <p><b>Quality Control Program</b> - project specific</p> <ul style="list-style-type: none"> <li>• Monitoring of all work as it is being performed to ensure quality deliverables per the landscaping specifications.</li> </ul> <p><b>Management and Communication Approach</b></p> <ul style="list-style-type: none"> <li>• How are quality assurance and quality control programs managed, communicated and monitored.</li> <li>• How will <i>QNQC</i> be communicated to the client.</li> <li>• How often will monitoring occur.</li> </ul> <p><b>Corporate Capabilities</b></p> <ul style="list-style-type: none"> <li>• Availability of resources (equipment &amp; specialized expertise) within the company</li> </ul>
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<b>Tab B</b>	<p><b>Contractor's expertise and Qualifications related to the project requirements:</b></p> <p><b>History of Performing Similar Project Scopes</b></p> <ul style="list-style-type: none"> <li>• Experience performing projects of similar size and scope in urban environments implementing a Master Plan that includes landscaping of the organization's grounds.</li> </ul> <p><b>Contractors Professional References (see L.6-Past Performance)</b></p> <ul style="list-style-type: none"> <li>• References and recommendations from previous clients.</li> </ul> <p><b>Contractor's proposed management team</b></p> <ul style="list-style-type: none"> <li>• Qualifications and Resumes of key personnel required to perform the specified work.</li> </ul>
<b>Tab C</b>	<p><b>Contractor's Understanding of Project Requirements</b></p> <p><b>Contractor's understanding of the project scope work</b></p> <p><b>Contractor's Maintenance Schedule</b></p> <ul style="list-style-type: none"> <li>• Contractors approach and method for establishing schedule for routine/periodic maintenance operations, integrated pest management, documentation of, and delivery/communicating to owner throughout contract term.</li> </ul> <p><b>Contractor's Cost Control Measures</b></p> <ul style="list-style-type: none"> <li>• Separation of routine maintenance and Periodic Maintenance (additional services) and monitoring of such work. Not including unnecessary work in base proposal.</li> </ul>

**L.5 Volume II-Price Proposal shall comprise the following TAB(s):**

<b>Tab A</b>	<p><b>PART II- Price Proposal</b></p> <p>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.</p>
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**L.6 Past Performance:** 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:

**A. References:** The name, address and contact person of three (3) references for which services of this nature have been provided in the past three (3) years using the

**B. Past Performance Evaluation Form** (Attachment J.9) will be used to query previous customers regarding Offerors past performance on contracts. Offerors shall assure that each customer listed in the proposal complete and sign a 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, Quality of Work/Service, Timeliness of Performance, Cost Control Business Relations and Customer Satisfaction.

L.6.1 The Court 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.7 Offerors shall complete and return with their proposal the Solicitation/Offer/Award Form (Page 1), Section K - Representations, Certifications and Acknowledgments and Anti-Collusion Statement (Attachment J.2), Ethics in Public Contracting (Attachment J.3), Non-Discrimination (Attachment J.4), Certification of Eligibility (Attachment J.5), Tax Certification Affidavit (Attachment J.6), Certification Regarding A Drug-Free Workplace (Attachment J.7) and Past Performance Evaluation Forms (Attachment J.9).

#### **L.8 Explanation to Prospective Offerors**

**Any prospective offeror desiring an explanation or interpretation of this solicitation must request it by email no later than August 30, 2021, by 1:00 p.m., EST.** Requests should be directed to the procurement contact person at the e-mail address listed in Section L.10. **ANY RESPONSE TO QUESTIONS AND AMENDMENTS TO THE SOLICITATION WILL BE POSTED TO THE DC COURTS WEBSITE at <https://www.dccourts.gov/about/procurement-contracts-branch> UNDER SOLICITATIONS.** Oral explanations or instructions given before the award of the contract will not be binding

#### **L.9 Failure to Submit Offers**

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.9.2.1 Name, address and telephone number of the protester;
- L.9.2.2 Solicitation or contract number;
- L.9.2.3 Detailed statement of the legal and factual grounds for the protest, including copies of relevant documents;
- L.9.2.4 Request for a ruling by the Contracting Officer; and
- L.9.2.5 Statement as to the form of relief requested.

**L.10 Signing of Offers**

The Offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. 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.11 Unnecessarily Elaborate Proposals**

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the Offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

**L.12 Retention of Proposals**

All proposal documents will be the property of the Courts and retained by the Courts, and therefore will not be returned to the Offerors.

**L.13 Proposal Costs**

The Courts is not liable for any costs incurred by the Offerors in submitting proposals in response to this solicitation.

**L.14 Acknowledgment of Amendments**

The Offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter, telegram or e-mail from an authorized negotiator. The Courts

must receive the acknowledgment by the date and time specified for receipt of proposals. An Offeror's failure to acknowledge an amendment may result in rejection of its offer.

#### **L.15 Best and Final Offers**

If, subsequent to receiving original proposals, negotiations are conducted, all Offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the CO determines that it is clearly in the Courts' best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify contractor selection and award based on the best and final offers received. If discussions are reopened, the CO shall issue an additional request for best and final offers to all Offerors still within the competitive range.

#### **L.16 Familiarization with Conditions**

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

#### **L.17 Errors in Offers**

L.17.1 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.18 Acceptance Period**

L.18.1 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 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.

#### **L.19 Public Disclosure Under FOIA**

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

**L.20 Type of Contract**

This is a firm-fixed unit price contract.

**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 and in accordance with the evaluations factors listed below in Section M.2. 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.2 Evaluation Criteria**

Table M.2 Evaluation Criteria:

SOLICITATION SECTION	PROPOSAL SECTION	TECHNICAL EVALUATION CRITERIA	MAXIMUM POINTS
M.2.1	Tab A	<p><b>PART 1 - Technical Evaluation Contractor's quality related to the project requirement</b></p> <p><b>A. Quality Assurance program</b> - project specific</p> <ul style="list-style-type: none"> <li>• Senior level monitoring to ensure that work is done and completed satisfactorily; program of monitoring and review for quality of work performed.</li> </ul> <p><b>B. Quality Control Program</b> - project specific</p> <ul style="list-style-type: none"> <li>• Monitoring of all work as it is being performed to ensure quality deliverables per the landscaping specifications.</li> </ul> <p><b>C. Management and Communication Approach</b></p> <ul style="list-style-type: none"> <li>• How are quality assurance and quality control programs managed, communicated and monitored.</li> <li>• How will <i>QNQC</i> be communicated to the client.</li> <li>• How often will monitoring occur.</li> </ul> <p><b>D. Corporate Capabilities</b></p> <ul style="list-style-type: none"> <li>• Availability of resources (equipment &amp; specialized expertise) within the company</li> </ul>	<p><b>15 pts.</b></p> <p><b>5 pts.</b></p> <p><b>5 pts.</b></p> <p><b>3 pts.</b></p> <p><b>2 pts.</b></p>

M.2.2	Tab B	<p><b>Contractor's expertise and Qualifications related to the project requirements:</b></p> <p><b>History of Performing Similar Project Scopes</b></p> <ul style="list-style-type: none"> <li>• Experience performing projects of similar size and scope in urban environments implementing a Master Plan that includes landscaping of the organization's grounds.</li> </ul> <p><b>Contractors Professional References</b></p> <ul style="list-style-type: none"> <li>• References and recommendations from previous clients.</li> </ul> <p><b>Contractor's proposed management team</b></p> <ul style="list-style-type: none"> <li>• Qualifications and Resumes of key personnel required to perform the specified work.</li> </ul>	<p><b>20 pts.</b></p> <p><b>10 pts.</b></p> <p><b>5 pts.</b></p> <p><b>5 pts.</b></p>
M.2.3	Tab C	<p><b>Contractor's Understanding of Project Requirements</b></p> <p><b>Contractor's understanding of the project scope work</b></p> <p><b>Contractor's Maintenance Schedule</b></p> <ul style="list-style-type: none"> <li>• Contractors approach and method for establishing schedule for routine/periodic maintenance operations, integrated pest management, documentation of, and delivery/communicating to owner throughout contract term.</li> </ul> <p><b>Contractor's Cost Control Measures</b></p> <ul style="list-style-type: none"> <li>• Separation of routine maintenance and Periodic Maintenance (additional services) and</li> </ul>	<p><b>25 pts.</b></p> <p><b>10 pts.</b></p> <p><b>10 pts.</b></p> <p><b>5 pts.</b></p>
		<b>TOTAL TECHNICAL EVALUATION POINTS</b>	<b>60 pts.</b>
M.2.4	Tab A	<p><b>PART II- Price Proposal Evaluation</b></p> <p>The total price for the base year and each option year should be included with the initial response to this Solicitation. The Courts shall evaluate the price by adding the total price for all option years to the base year. Price evaluation will account for up to 40 points of the total score. Unlike the technical evaluation, the price evaluation will be more objective. Hence, the Offerors with the lowest overall total price will receive the maximum points. All other proposals will receive a proportionately lower total score.</p>	<b>40 pts.</b>

M.2.5 Actual points assigned to each Offeror in this category will be based on the Offeror's total price for the base year and all option years and will be computed in accordance with the following formula. The Offeror with the lowest total price will receive the maximum points for price. All other proposals will receive a proportionately lower total score. See the following formula:

$$\frac{\text{Lowest total Price Proposal}}{\text{Price of Proposal Being Evaluated}} \times 40 = \text{Evaluation Price Score}$$

**Total Points: (Technical and Price): 0- 100 points**

M.2.6 Completeness: In evaluating completeness, the Courts will determine if the Offeror's provides pricing data of sufficient detail to fully support the offer and permit the Courts to evaluate the proposal thoroughly. In the evaluation, the Courts will consider the following:

- i. Do the proposed prices include all price elements the Offeror is likely to incur in performing the effort?
- ii. Are proposed prices traceable to requirements?
- iii. Do proposed prices account for all requirements?
- iv. Are all proposed prices supported with adequate data to permit a thorough evaluation?

### M.3 **Prospective Contractor's Responsibility**

M.3.1.1 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.3.1.2 Financial resources adequate to perform the contract, or the ability to obtain them;

M.3.1.3 Ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments

M.3.1.4 A satisfactory record of performance;

M.3.1.5 The necessary organization, experience, accounting and operational control, and technical skills, or the ability to obtain them;

M.3.1.6 Compliance with the applicable Courts licensing, tax laws, and regulations;

M.3.1.7 The necessary production, construction, and technical equipment and facilities, or

the ability to obtain them; and

M.3.1.8 Other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

M.3.2 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.