

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES



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INVITATION FOR BIDS

Solicitation Number: DCAM-17-NC-0057

**COMPREHENSIVE JANITORIAL AND HOUSEKEEPING  
RELATED SUPPLEMENTAL SERVICES  
FOR DEPARTMENT OF HUMAN SERVICES FACILITY  
LOCATED AT 810 5TH STREET NW, WASHINGTON DC 20001**

**This solicitation is being set-aside for Bidders that are certified by the District of Columbia Department of Small and Local Business Development (DSLBD) as a Small Business Enterprise (SBE).**

Date Issued: Friday February 17, 2017

Bid Due Date: Friday, March 10, 2017 at 12:00 p.m.

Delivery of Bids: Department of General Services  
Contracts and Procurement Division | 8<sup>th</sup> Floor  
**Attention: George Lewis**  
Associate Director/Contracting Officer  
Frank D. Reeves Center  
2000 14<sup>th</sup> Street NW | 8<sup>th</sup> Floor  
Washington, DC 20009

Site Visit: Wednesday, February 22, 2017 at 10:00 a.m. – 12:00 p.m.  
810 5<sup>th</sup> Street, N.W.  
Washington, D.C. 20001

Bid Opening: Friday, March 10, 2017 at 12:15 p.m.

Contact: Alan Blair  
Purchasing Agent  
Contracts & Procurement Division  
2000 - 14<sup>th</sup> Street, NW | 8<sup>th</sup> Floor  
Washington, DC 20009  
Phone: (202) 645-0504  
Email: [alan.blair@dc.gov](mailto:alan.blair@dc.gov)

## **SECTION A EXECUTIVE SUMMARY**

The Department of General Services (“Department” or “DGS”) on behalf of the Department of Human Services (“DHS”) is issuing this Invitation for Bids (“IFB”) to engage a contractor(s) to provide comprehensive janitorial and housekeeping related supplemental services for the DHS facility located at 810 5<sup>th</sup> Street NW, Washington, D.C. 20001. The Contractor shall provide all labor, supervision, management, materials, equipment, containers, supplies (including consumables), vehicles, recordkeeping, reporting and all other supplies and services necessary to successfully perform comprehensive janitorial/housekeeping and related supplemental services in accordance with the standards described in the Statement of Work (SOW) Section B.

**This IFB is designated only for certified Small Business Enterprise (SBE) bidders under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2014”, D.C. Official Code § 2-218.01 *et seq.*, as amended. ONLY Bidders that are certified by the District of Columbia Department of Small and Local Business Development (DSLBD) as a SBE are eligible. A copy of the certification acknowledgment letter must be submitted with the Bidder’s Bid.**

### **A.1 CONTRACT TYPE:**

**A.1.1** The Contracts awarded pursuant to this IFB will be Fixed Contracts with a cost reimbursement component.

### **A.2 FORM OF CONTRACT:**

**A.2.1** Contract(s) resulting from this IFB will typically include the following:

- (a) The Award/Signature Page (**Attachment J**)
- (b) Acknowledgement of Amendments (See Award/Signature Page Section 13)
- (c) The IFB pages **2 – 66**
- (d) The Contractor’s Submittals (i.e. applicable exhibits provided as attachments or incorporate by reference.
- (e) The Contractor’s Bid Form (**Attachment C**)

### **A.3 TERM OF THE CONTRACT:**

**A.3.1 Contract Term:** The term of the Contract(s) will begin on Date of Award and end on year thereafter.

**A.3.2 Option Year:** The Department shall have the right to extend the term of this Agreement for a period of four (4) one-year terms; provided that the Department shall give the Contractor preliminary written notice of its intent to exercise the option to extend the term of the Contract thirty (30) days prior to the expiration of the contract. The preliminary notice does not commit the Department to an extension. Contractor may

waive the thirty (30) day notice requirement by providing a written waiver to the Contracting Department prior to the expiration of the Contract.

**A.3.3 Option Years Pricing:** In the event the Department exercises its option to extend the Agreement to cover an option year, the rates or unit prices applicable to such Option Year are set forth in Attachment A.

**A.4 PRICING:**

The Department is seeking pricing based on fixed fully loaded monthly rates for standard services and fixed unit pricing for supplemental services in accordance with the Statement of Work (SOW) Section B. The Bidders pricing offers, shall be “all inclusive” and sufficient to cover all labor, supervision, management, materials, equipment, containers, supplies (including consumables), vehicles, management, recordkeeping, reporting and other services including, overhead and profit.

The Bidders shall complete the Bid Form (**Attachment C**) as prescribed above. The quoted pricing must remain in effect for the entire term of the Contract. The Contractor’s pricing shall be as low as, or lower than those charged to the Contractor’s most favored customer for comparable services under similar terms and conditions, in addition to any discounts for prompt payment.

**A.5 PROCUREMENT SCHEDULE:**

The “Procurement Schedule” for this procurement is as outlined below:

- Issuance of IFB Friday, February 17, 2017
- Site Visit Wednesday, February 22, 2017 from 10:00 -12:00
- Last Day for Questions Monday, February 27, 2016
- Due Date & Time for Bid submission Friday, March 10, 2017 at 12:00 p.m. EST
- Bid Opening Friday, March 10, 2017 at 12:15 p.m. EST

**IMPORTANT NOTICE:** Contracts & Procurement will notify bidders of any changes, additions and or deletions to the specifications and or responses to questions by addenda posted on the Department of General Services, Contracts & Procurement website. It is the potential Bidder’s responsibility to frequently visit the Procurement’s website at <http://dgs.dc.gov/page/dgs-solicitations> to obtain addenda(s) once they have received a copy or downloaded a copy of the solicitation.

**A.6 ATTACHMENTS:**

The following documents are attached to the IFB:

Attachment A – Janitorial Task Frequency Schedule

Attachment B – Site Floor Plan Layout

Attachment C – Bid Form

Attachment D - Bidder/Offeror Certification Form

Attachment E - Tax Affidavit

Attachment F - Subcontracting Plan Form

Attachment G - 2016 Living Wage Act Notice and Fact Sheet

Attachment H - First Source Employment Agreement Form

Attachment I - Service Contract Act Wage Determinations dated December 30, 2016

Attachment J - Award/Signature Page

Attachment K- EEO Policy Statement

Attachment L- Standard Contract Provisions- January 2016

## **SECTION B SCOPE OF WORK**

### **B.1 PROJECT SUMMARY:**

The District of Columbia (the “District), Department of General Services, (“Department”) is seeking a Contractor(s) to provide comprehensive janitorial and housekeeping related supplemental services for the state-of-the-art Six (6) level, 32,350 Square Foot DHS facility located at 810 5<sup>th</sup> Street NW, Washington, D.C. 20001.

### **B.2 SERVICE STANDARDS:**

- B.2.1** The specifications herein are a statement of the minimum level of janitorial and housekeeping services and standards of performance that the Contractor shall provide. They are not intended to represent maximum performance levels or limitation on the effort the Contractor shall expend to accomplish said work. The task and expectations related to the janitorial and housekeeping function are not all inclusive. The Contracting Officers Technical Representative (COTR) may add or delete from these functions, as justified and at no additional cost to the Department. All changes to contract terms or functions will be executed by modification.
- B.2.2** All costs associated with complying with the requirements herein are included in the fully loaded firm fixed pricing awarded under this Contract. The Contractor shall provide all labor, supervision, management, materials, equipment, containers, supplies (including consumables), vehicles, recordkeeping, reporting and all other supplies and services necessary to successfully perform comprehensive janitorial/housekeeping and related supplemental services in accordance with the standards described and set herein.
- B.2.3** The Contractor shall provide comprehensive janitorial/housekeeping and related supplemental services for the interior and exterior of the DHS facility located at 810 5<sup>th</sup> Street, NW Washington, D.C. 20001. The Contractor shall use best efforts, skill, judgment, innovation, technology, and abilities to meet the industry and Department performance standards specified herein.
- B.2.4** The Contractor shall develop a comprehensive and detailed operations plan designed to adequately staff and meet the standard service level requirements outlined in this Statement of Work and in accordance with the most current industry standards. The Contractor shall comply with the most recent versions and any future revisions to all applicable Federal and District laws, Court Orders, regulations, policies in the fulfillment of the required services.

**B.2.4.1 Staffing and Shift Requirements**

The Contractor shall provide staffing for three (3) shifts as per the below table:

*Shift Staffing*

SHIFT	SHIFT HRS	HRS	STAFFING REQUIREMENTS
1ST SHIFT	6:00 AM - 3:00 PM	9	(4) Janitorial Staff (1) Supervisor
2ND SHIFT	3:00 PM - MIDNIGHT	9	(3) Janitorial Staff (1) Supervisor
3RD SHIFT	12:00 AM - 8:00 AM	8	(1) Janitorial Staff

**B.2.4.2** The following documents and any subsequent revisions are relevant to this procurement and are incorporated by this reference.

*Table of Applicable Documents*

Item No.	Document Type	Title	Version/Date
1	U.S. Law	U.S. Department of Labor Occupational Safety and Health Administration (OSHA) General Contractor's Quality Control Plan - 29 CFR Part 1900 Subparts A-P Occupational Safety and Health Standards 29 CFR, Part 1910, Construction Contractor's Quality Control Plan – 29 CFR Part 1926 Hazardous and Toxic Materials <a href="http://www.osha.gov/pls/oshaweb/owasrch.search_form?p_doc_type=standards&amp;p_toc_level=0">http://www.osha.gov/pls/oshaweb/owasrch.search_form?p_doc_type=standards&amp;p_toc_level=0</a>	2003 Ed.
2	U.S. Law	Environmental Protection Agency (EPA) 42 USC sections 6901-6976 Concerning Hazardous Substances and Waste <a href="http://codes.lp.findlaw.com/uscode/42/82/1/6901">http://codes.lp.findlaw.com/uscode/42/82/1/6901</a>	Most Recent
3	U.S. Law	40 CFR, Parts 260, 261, 264, 265, 268, 270, and 273 <a href="http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?tpl=/ecfrbrowse/Title40/40tab_02.tpl">http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?tpl=/ecfrbrowse/Title40/40tab_02.tpl</a>	Most Recent
4	Executive Order 13101	Greening the Government Through Waste Prevention, Recycling, and Federal Acquisition <a href="http://www.epa.gov/epp/pubs/13101.pdf">http://www.epa.gov/epp/pubs/13101.pdf</a>	1998

Item No.	Document Type	Title	Version/Date
5	OCP Document (Directive)	OCP Directive 1303.00 Environmentally Preferable Purchasing <a href="http://ocp.dc.gov/DC/OCP/e-Library/OCP+Policies+and+Procedures/Environmentally+Preferable+Purchasing">http://ocp.dc.gov/DC/OCP/e-Library/OCP+Policies+and+Procedures/Environmentally+Preferable+Purchasing</a>	10/01/2003
6	Industry Standards and Specifications	Vacuum Cleaner "Green Label/Green Label Plus" Testing Program <a href="http://www.carpet-rug.org/commercial-customers/cleaning-and-maintenance/seal-of-approval-products/vacuums.cfm">http://www.carpet-rug.org/commercial-customers/cleaning-and-maintenance/seal-of-approval-products/vacuums.cfm</a>	Most Recent
7	Industry Standards and Specifications	ANSI/ASEE A1264.2-2006 Provision of Slip Resistance on Walking/Working Surfaces Guidelines <a href="http://global.ihs.com/doc_detail.cfm?currency_code=USD&amp;customer_id=2125492B3C0A&amp;oshid=2125492B3B0A&amp;shopping_cart_id=29255833284950344E5B2D332C0A&amp;rid=Z56A&amp;input_doc_number=ANSI%20A1264%2E2&amp;mid=5280&amp;input_doc_number=ANSI%20A1264%2E2&amp;country_code=US&amp;lang_code=ENGL&amp;item_s_key=00388431&amp;item_key_date=931231&amp;input_doc_number=ANSI%20A1264%2E2&amp;input_doc_title">http://global.ihs.com/doc_detail.cfm?currency_code=USD&amp;customer_id=2125492B3C0A&amp;oshid=2125492B3B0A&amp;shopping_cart_id=29255833284950344E5B2D332C0A&amp;rid=Z56A&amp;input_doc_number=ANSI%20A1264%2E2&amp;mid=5280&amp;input_doc_number=ANSI%20A1264%2E2&amp;country_code=US&amp;lang_code=ENGL&amp;item_s_key=00388431&amp;item_key_date=931231&amp;input_doc_number=ANSI%20A1264%2E2&amp;input_doc_title</a>	Most Recent
8	Consent Decree	District - Sierra Club Consent Decree <a href="http://www.environmentalintegrity.org/news_reports/documents/ConsentDecree.pdf">http://www.environmentalintegrity.org/news_reports/documents/ConsentDecree.pdf</a>	Most Recent
9	Federal Guidelines	Center for Disease Control Protocols <a href="http://www.cdc.gov/">http://www.cdc.gov/</a>	Most Recent
10	Industry Standard	ASTM E1971-05(2011): Standard Guide for Stewardship for the Cleaning of Commercial and Institutional Buildings <a href="http://www.astm.org">www.astm.org</a>	2011

### **B.3 SERVICE REQUIREMENTS DEFINITIONS:**

**B.3.1 Dust shall include but is not limited to:** To clean a surface free of all dust, dust streaks, lint, cobwebs, and non-adhered dirt. Dust shall be removed rather than stirred up or scattered. It shall be accomplished using microfiber, electrostatic or functionally similar dust cloths or mitts. Feather dusters shall not be used. Dusters with extendable poles made specifically for wall and ceiling dusting shall be used for such surfaces.

**B.3.2 Dust Mop shall include but is not limited to:** To clean a floor free of all debris, dust, dust streaks, lint, cobwebs, and non-adhered dirt. Once centralized in piles, debris shall be removed rather than stirred up or scattered. It is accomplished with cotton or cotton-blend looped industrial dust mop.

**B.3.3 Damp-Mop shall include but is not limited to:** To clean a floor so that, when dried, it is free from streaks, smears, dirt residue, shoe marks, standing water and odors. It shall always be preceded by sweeping, vacuuming or dust mopping the

floor, and shall be accomplished with cotton or cotton-blend looped industrial rag mop saturated/treated with appropriate disinfectant and hot water.

**B.3.4 Disinfect:** To clean using a product that contains antimicrobial agents that kill microorganisms. Disinfectant shall be non-caustic or harmful to the floors or fixtures that it is used upon

#### **B.4 SERVICE REQUIREMENTS:**

The performance of all cleaning and servicing under this SOW shall be carried out in a safe and legal manner in accordance with all applicable federal, state and local laws and regulations. The following bulleted items represent District safety requirements or tasks that the District places an emphasis on and requires. It does not nor is it intended to; represent a full and exhaustive listing of safety standards and requirements applicable to the services being carried out under this SOW.

- Cleaning/disinfecting toilets and urinals shall always include the interior and exterior portion of the fixture with an emphasis on the toilet seat and the top, front and sides of the toilet/urinal bowl down to the ground.
- Water/disinfectant solution used for damp-mopping floors shall be changed when or sooner than when it becomes “dirty” such that the definition and standards of a damp-mopped floor in the preceding section cannot be met.
- Separate dust mops and damp-mops shall be used for bathrooms. Such implements shall be clearly identified as to its use. Any implement used in the bathroom shall not be used on a non-bathroom floor until or unless sanitized by laundry or similarly cleaned.
- Once used in a bathroom, a water/disinfectant damp-mopping solution shall never be used for a non-bathroom floor and shall be changed for each application.
- “Wet Floor” caution signs, with appropriate symbols and written in both English and Spanish shall be placed on the floor in any area being damp-mopped or is wet due to weather related instances, until the floor is dried. The restrooms shall be closed to public use during cleanings. All other damp-mopped areas shall remain accessible with appropriate signage.
- All cleaning products shall be used as directed by manufacturer. Concentrated products shall be diluted to the specified ratio; required protective apparatus (e.g., gloves) shall be worn; setting or soaking periods shall be adhered to; and rinsing shall occur if directed.



#### **B.4.1 Description of Itemized Task:**

The below list represents task the Contractor is required to completed on a multi-day, daily, weekly, monthly, semi-annually and or annually basis. Task will include but is not limited to the following:

- Collect and remove all facility trash. Trash must be properly disposed of in the designated trash areas. Replace all trashcan liners (including feminine product waste container liners).
- Wash all trash receptacles in and out, as needed.
- Empty and clean all ashtrays and urns around the exterior doors of the buildings. This also includes the designated smoking areas.
- Sweep, scrub, mop, strip, wax, and buff all non-carpeted floor surfaces. Scrub/strip any dirt build-up on flooring.
- ***Removed/Reserved***
- ***Removed/Reserved***
- Clean and disinfect all surfaces including furniture (beds, chairs, tables etc.), walls and baseboards including removing any tape and debris.
- Clean all corners, around movable and non-movable objects and baseboards.
- Remove gum, stains, and all other debris from all surfaces.
- Dust and clean all flat surfaces to a uniform polished luster, including furnishing and surfaces in dorm rooms.
- Dust and clean all vents, ledges, A/C and heating surfaces.
- Dusting high pipes, ceiling, vents and fixtures.
- Dust and clean all light fixtures and covers.
- Dust and clean all windows (inside and out), ledges and window treatments free of all smudges, streaks and debris.
- Clean all doors, door glass, handles & knobs, jambs, transom, kick plates and door checks; free of all handprints, smudges, streaks and debris.
- Clean both sides of glass panels on interior and exterior doors.
- Clean, disinfect, and polish all water dispensing machines including empty and disinfecting all collection basins under spigots.
- Clean and wipe down all telephones.
- Clean and polish all metal, brass and woodwork surfaces to a uniform polished appearance.
- Clean and disinfect, inside and out all kitchen appliances (i.e. refrigerator and microwave).

#### **Specified Janitorial Work – Performance Requirements**

The itemized janitorial work performance requirements apply to, but are not limited to the following:

- ✓ Exterior Building
- ✓ Grounds
- ✓ Parking Lot Area
- ✓ Restrooms
- ✓ Locker Rooms
- ✓ Shower Facilities
- ✓ Shelter/Dorm Room Areas
- ✓ Cafeteria

- ✓ Kitchen
- ✓ Common Areas
- ✓ Hallways
- ✓ Entryways and Exits
- ✓ Designated Smoking Area

## **B.5 FLOOR CARE & CLEANING SERVICES:**

The Contractor shall provide standard floor services for the work items listed below:

### **B.5.1 Floors**

The Contractor shall ensure floors, base moldings, and grout are clean and free of debris including, but not limited to, dirt, water streaks, mop marks, string, gum, tar, and other foreign matter. The Contractor shall ensure floors maintain their natural luster and not have a dull appearance and wet mopped floors shall be cleaned using disinfectant cleaner(s) with additional scrubbing. Additionally, the Contractor shall ensure floors are slip resistant, surfaces, baseboards, and corners are clean and dry, walls, baseboards, and other surfaces shall be free of splashing and markings from the equipment and there shall be no visible buildup of finish in corners or crevices. In addition, the Contractor shall at a minimum:

- B.5.1.1 Sweep all** non-carpeted floors, to include staircases, closets and offices, three times daily or as frequently as required to maintain standards set herein.
- B.5.1.2 Dispose of** all material collected from sweeping.
- B.5.1.3 Mop all** non-carpeted floors (with clean disinfectant water), to include staircases three times daily or as frequently as required to maintain standards set herein.
- B.5.1.4 Supply,** place and remove appropriate and proper signs/warning signs for wet floors in order to ensure end user safety.

### **B.5.2 Floor Care Services**

The Contractor shall provide floor care services as described below:

- B.5.2.1 Laminated Flooring (ADP Floors):** Damp mopping shall be the only method of wet cleaning for floors in Automated Data Processing (ADP) space.
- B.5.2.2 Asphalt Floors:** Damp mopping shall be the only method of wet cleaning for floors containing asphalt material.
- B.5.2.3 Granite, Terrazzo and Marble Floors (Crystallization):** All applicable floor areas shall be maintained in accordance with contractor's Quality Control Plan. Surfaces shall be maintained clean

and free of smudges, dust, dirt, and removable soil substances. Surfaces shall present a uniform luster. Marble surfaces should be cleaned with a dampened dust cloth. THE CONTRACTOR SHALL NOT USE CLEANING SOLUTIONS ON MARBLE SURFACES.

- B.5.2.4 Loading Dock Floors:** Spill residue and clean-up materials shall be disposed of in accordance with the Environmental Protection Agency (EPA) (Applicable Document #2). The Contractor shall maintain these areas to ensure that trash, debris, and other discarded materials do not accumulate. Policing should be done, at a minimum, three (3) times a day.
- B.5.2.5 Stripping, Sealing and Waxing:** The Contractor shall perform full-scale stripping, sealing and waxing standard planned services on a semi-annual basis. The old finish or wax shall be removed in accordance with standard commercial practices. Spots shall be eliminated. There shall be no evidence of gum, bums, scuffmarks, or wax build-up in corners or crevices. Walls, baseboards, and other surfaces shall be free of finish residue and marks from equipment. Floors shall be free of streaks, mop strand marks, and skipped areas. The finished area shall have a uniform luster.
- B.5.2.6 Buff and Shine:** All floors shall be buffed to an industry standard or the Contractor shall perform buffing in high traffic areas standard planned services on a bi-weekly basis and low traffic areas on a monthly basis, manufacture standard. Cleaning frequencies that are additional to standard planned services noted above shall be completed on a supplemental basis in accordance with the fixed unit price as per the Bid Form Attachment C.
- B.5.2.7 Sealing:** The Contractor shall apply industry standard sealant to appropriate floors on a semi-annual basis. Sealant shall adhere to the floor. Floor areas shall be evenly coated with a slip resistant seal. Sealant shall only be applied to appropriate floors.
- B.5.2.8 Stairwells and Landings:** Surfaces shall be free of dust, dirt, spillage, and other removable soil substances. Carpeted surfaces shall be free of obvious dirt, dust, spots, and spillages as further defined in Room Cleaning.
- B.5.2.9 Wood Floors:** There shall be no water solutions used on wood flooring. There shall be no dry stripping methods used on wood flooring. The Contractor shall mop all non-carpeted floors, to include staircases, three times daily or as frequently as required to maintain standards set herein, prior to 8:30AM or after 4:00PM.

**B.5.2.10 Floor Mats and Runners Care - Carpeted Mats and Runners:** Mats and runners shall be free of removable spots, soiled traffic patterns, dirt, debris, gum, and crusted material. There shall be no areas of deterioration or fuzzing as a result of harsh brushing or scrubbing. They shall receive scheduled cleanings and routine inspections based upon the manufacturer's instructions. Any mats and runners that are found to be non-repairable or cannot be cleaned shall be brought to the attention of the COTR, BM, and BMS so they can be replaced. Mats and runners shall be stored in accordance with the ANSI/ASSE A1264.2-2006 Provision of Slip Resistance on Walking/Working Surfaces Guidelines (Applicable Document #7). In the event of wet or inclement weather mats and runners are used, the mats and runners shall be placed at entrances and at other areas identified by the BM and/or BMS prior to the building occupants reporting to work. Wet or inclement weather mats and runners shall be removed, cleaned, and stored by the Contractor when the BM and/or BMS has determined that they are no longer required.

**B.5.2.11 Rubberized or Specialized Mats:** Certain facilities have specialized flooring, for further details regarding specialized flooring needs.

**B.5.2.12 Vinyl Composition Tile (VCT):** These floors shall be swept and cleaned with disinfectant mop water three times daily or as frequently as required to maintain the standards set herein.

**B.5.2.13 Concrete:** These floors shall be swept and cleaned with a damp mop.

**B.6 STANDARD RESTROOM(s), SHOWER ROOM(s) and LOCKER ROOM(s) SERVICES:**

The Contractor shall provide standard restroom, shower room, locker room, and holding cell-cleaning services for the work items listed below. The Contractor shall provide Restroom(s), Shower Room(s), Locker Room(s), and Holding Cell(s) Services in accordance with Occupational Safety and Health Administration (OSHA) 29 CFR 1910.1030 (Applicable Document #1) and in the case of human waste or fluids all cleaning and disposal shall follow Blood Borne Pathogens as specified in (OSHA) 29 CFR 1910.1030 (Applicable Document #1). The Contractor shall ensure at a minimum:

**B.6.1 Restroom(s) Services**

The Contractor shall clean these areas in accordance with the above standards. Additionally, they shall be free of discarded material and trash shall be emptied to prevent the containers from overflowing. Restrooms shall be policed hourly to prevent trash from accumulating. Commode seats and sinks shall be wiped during policing to maintain a clean appearance. Full restroom cleaning services shall be provided a minimum of three times daily or as frequently as required to maintain standards set herein.

### **B.6.2 Locker Room(s) Services**

The Contractor shall wipe disinfect all lockers inside and out of each locker room daily or as frequently as required to maintain standards set herein. This includes all vertical and horizontal surface areas including the tops of lockers and baseboards.

### **B.6.3 Service Standards & Expectations:**

**B.6.3.1 Standard Restrooms, Shower Rooms, and Locker Rooms:** All standard restrooms, shower rooms, and locker rooms services are provided in accordance with the above standards, a minimum of three times daily or as frequently as required, to maintain standards set herein.

**B.6.3.2 Scrub Restroom, Locker-room, Shower room Floors/Hard Surface including Partitions and Walls**

Close restroom, locker-room, shower room, remove all movable objects from area and place approved “closed” signage to area prior to beginning task. Apply approved cleaning solution at approved dilution to area to be scrubbed, not allowing solution to dry. Quickly agitate small section coated with solution with approved stiff bristle brush. Be sure grout is cleaned. Thoroughly mop rinse are with clean cotton mop and clear water twice. Make sure all walls, doors, baseboards, etc. are also thoroughly rinsed.

**B.6.3.3 Plumbing fixtures, Surfaces, and Additional Fixtures:** All plumbing fixtures, surfaces, and additional fixtures including pipes, washbasins, urinals, modesty panels, toilets, shower stalls, and etc. shall be clean, disinfected, and bright with no obvious dust, stains, streaks, soil substances, rust, mold, or encrustation and cleaned a minimum of three times daily or as frequently as required to maintain standards set herein.

**B.6.3.4 Floor and Wall Grout:** All floor and wall grout shall be maintained free of any dirt, grime, or finish buildup. Grout must be deep cleaned on a monthly basis with a grout machine to the satisfaction of the COTR.

**B.6.3.5 Partitions, Doors, Shower Curtains, Vents, Sills, and other Walls:** Partitions, doors, shower curtains, vents, sills, and walls shall be free of grime, mildew, dust, dirt, bodily fluid, waste, and graffiti. There shall be no sign of obvious dust, soil substances, or dirt on the walls, mirrors, stalls, and metal surfaces. These areas shall present a clean and sanitized appearance and shall be maintained odor free. All

partitions, doors, shower curtains, vents, sills, and other walls shall be cleaned, at a minimum, three times daily or as frequently as required to maintain standards set herein.

**B.6.3.6 Blood and Bodily Fluids:** Should blood, bodily fluid substances, or any unsanitary condition be present, the Contractor shall clean the substance and sanitize as appropriate and per government regulations. The Contractor shall provide written work practices, policies and procedures to safeguard employees, tenants and any persons from exposure to toxic or pathogenic substance. Policies and procedures must adhere to OSHA standards. Employees are required to practice universal precautions as the method of infection control and comply with all policies for preventing the transmission of infections. Employees shall report all exposure incidents of blood and body fluids immediately to the Contractor and COTR. Employees shall follow and adhere to all hand-washing/hand hygiene procedures and protective barrier precautions when performing cleaning task.

**B.6.3.7 Waste receptacles and sanitary Napkins:** Waste receptacles and sanitary napkin containers shall be emptied and disinfected with new bags inserted at a minimum of three times daily or as frequently as required to maintain standards set herein.

**B.6.3.8 Dispensers:** The District shall provide dispensers unless otherwise specified by the COTR. The Contractor shall replenish supplies and fill dispensers as a standard service monthly or as frequently as required to maintain the standard set herein. The supplies for the provided dispensers shall be compatible with the dispenser manufacturer's requirements. The Contractor shall supply automatic air-fresheners in all restrooms, locker rooms above the lockers and door rooms. Automatic air-fresheners shall be replenished as per manufactures recommendations. Supplies for dispensers including but not limited to toilet seat covers, toilet tissue, towels, soap, etc., shall be continuously maintained and refilled throughout the day as necessary to meet the needs of the tenants.

**B.6.3.8.1** All soap dispensers shall be refilled each time levels become 75% finished.

**B.6.3.8.2** All loose paper towel dispensers shall be refilled each time levels become 75% finished.

**B.6.3.8.3** All rolling paper towel dispensers shall be replaced when levels become 80% finished.

**B.6.3.9 Floors:** Unless otherwise indicated, the quality standard for this item is the same as that described in "Floor Care" of this contract under Section

**B.6.3.10 Mirror Cleaning:** All mirrored surfaces, shall be clean and free of dirt, dust, streaks, smudges, watermarks, spots and grime, and shall not be cloudy. There shall be no water spots on the glass or adjacent fixtures and furniture.

**B.7 ROOM CLEANING SERVICES:**

The Contractor shall provide standard room cleaning services for the work items listed herein. The basic standard of services provided shall be of the highest quality. The custodial/housekeeping/housekeeping services provided shall be of the highest quality and policed at a frequency to maintain a clean appearance at all times. These areas shall be completely free from removable dirt, dust, soil substances, stains, or marks. The Contractor shall maintain, at a minimum, the following:

**B.7.1 Entrances and Lobbies:** The basic standard of services provided shall be consistent with “Room Cleaning” and “Floor Services” specifications of this contract; however, entrances and lobbies are high visibility areas, therefore, the Contractor shall give special attention to these areas. The custodial/housekeeping services provided shall be of the highest quality and policed at a frequency to maintain a clean appearance at all times. All entrances and lobbies shall be serviced three times daily or as frequently as required to maintain standards set herein.

**B.7.2 Corridors and Areaways:** The Contractor shall clean floor surfaces to make sure they are free of trash, debris, dirt, marks, or foreign matter. The floor surfaces shall have a uniform appearance without unsightly buildup of debris or dust and shall be slip resistant. Walls and baseboards shall be free of water splashes and markings. Metal surfaces shall be polished. Glass surfaces shall be clean and free of dirt, grime, dust, streaks, watermarks, spots, and shall not be cloudy. All corridor and areaways shall be serviced three times daily or as frequently as required to maintain standards set herein.

**B.7.3 Shelter/Dorm Room Areas:**

The Contract shall clean these areas in accordance with all standards set within the full body of the SOW. In addition to the daily service standards, the Contractor shall wipe down with approved disinfectant, all bed surfaces and mattresses (all sides) daily. The Contractor’s representative shall report any evidences or suspicion of bed-bugs or any other pestilence to the shift Supervisor and the COTR immediately. The Contractor shall coordinate immediate pest control and quarantine measures with the COTR to prevent and suppress further spread of pestilence.

**B.7.4 Elevators:** The Contractor shall clean all vertical and horizontal surfaces. All surfaces shall be clean and free of obvious dirt, dust, smudges, soil substances or other foreign matter. Metal surfaces shall be free of obvious smears, smudges, or

soil substances. Carpeted surfaces and elevator door tracks shall be clean and maintained free of soil or foreign substances. Surfaces shall be clean and free of finger marks, smudges, and spills. Floors requiring a finish shall be maintained at a high luster. All elevators shall be serviced daily.

**B.7.5 Exposed Surfaces, Treads, Risers and Landings:** Stairways, escalators, entrances, landings, railings, risers, ledges, grills, doors, radiators, and surrounding areas shall be free of dirt, dust, litter, and debris. All stairwells, escalators, entrances, landings, railings, riders, ledgers, grills, doors and surrounding areas shall be serviced three times daily or as frequently as required to maintain standards set herein.

**B.7.6 Guard Booth/Desk or Counters:** Services provided shall be consistent with “Room Cleaning” specifications of this contract. Guard booths shall be serviced three times daily or as frequently as required to maintain standards set herein.

**B.7.7 Interior Loading Areas/Platforms/Ramps:** The Contractor shall maintain these areas to ensure that trash, debris, and other discarded materials do not accumulate. Frequent policing is required. Interior loading areas/platforms and ramps shall be serviced three times daily or as frequently as required to maintain standards set herein.

**B.7.8 Vending Areas, Break-Rooms, Kitchen, Pantry and Lunch Areas:** The Contractor shall perform exterior and interior refrigerator cleaning standard planned services three times daily or as frequently as required to maintain standards set herein. All areas that are included in the vending space and seating areas shall be clean, sanitized, and free of spillages, food crumbs, spots, smudges, marks, soil, and show no signs of obvious trash and debris. Due to daily, heavy personnel usage, additional cleaning and policing shall be provided to ensure these areas and furniture therein is clean and sanitary. Counters, exterior of vending machines and all appliances shall be maintained clean and free of spillages, spots, smudges, or marks. The finished floor area shall be free of dirt, spots, spillages, and soil and shall be maintained in accordance with the “Floor Services” portion of this contract. The interiors and exteriors of the refrigerators shall be completely emptied and cleaned on a weekly basis (every Friday.) The exterior and interior of all microwave appliances shall be wiped down and cleaned on a daily basis; all appliances interior surfaces shall be cleaned three times daily or as frequently as required to maintain standards set herein. Vending areas break rooms, kitchen, pantry and lunch areas shall be serviced a minimum of three times daily or as frequently as required to maintain standards set herein.

**B.8 ALL SPACES NOT SPECIFICALLY IDENTIFIED ELSEWHERE WITHIN THE CONTRACT:**

The Contractor shall ensure all space within the building are clean and show no signs of negligent custodial/housekeeping practices. The Contractor shall ensure



- B.8.1** Room furnishings and walls shall be free of obvious dirt and dust, cobwebs, and stains;
- B.8.2** Floor surfaces shall be maintained, clean, and free of dirt, soil substances and debris;
- B.8.3** All surfaces shall present a uniform luster, free of spots, scuffmarks, and spillages; and
- B.8.4** Horizontal spaces, working papers shall not be disturbed.

**B.9** **SURFACES:**

The Contractor shall ensure building surfaces are maintained as follows:

- B.9.1 Horizontal Surfaces:** All surfaces shall be free of dust, dirt, oil spots, or smudges. Cabinets and desks with papers, computers, and keyboards shall not be disturbed.
- B.9.2 Metal, Brass and Woodwork:** Surfaces (including corners, crevices, moldings, ledges, handrails, grills, doors, doorknobs, doorframes, kick plates, etc.) shall be free of dust, streaks, spots, hand marks, oil, smudges, dirt, soil substances, encrustation, and streaks and shall present a uniform polished appearance.
- B.9.3 Marble Wainscoting:** Surfaces shall be maintained clean and free of smudges, dirt, dust, and removable soil substances. Surfaces shall present a uniform luster. Marble surfaces shall be cleaned with a dampened dust cloth. **NOTE: THE CONTRACTOR SHALL NOT USE CLEANING SOLUTIONS ON MARBLE SURFACES.** Marble Wainscoting shall be done once weekly.
- B.9.4 Glass Cleaning:** All glass, clear partitions, mirror surfaces, bookcases, and other glass (within approximately 70' of the floor) shall be clean and free of dirt, dust, streaks, smudges, watermarks, spots and grime, and shall not be cloudy. There shall be no water spots on the glass or adjacent fixtures and furniture. Glass cleaning shall be done every third business day with the exception of restroom mirrors. Restroom mirror service shall be completed *three times daily or as frequently as required to maintain standards set herein.*
- B.9.5 Drinking Fountains:** All fountains shall be free of dirt, watermarks, and all other debris or encrustations. Drinking fountains shall be sanitized and present a lustrous appearance. Drinking fountain service shall be provided *three times daily or as frequently as required to maintain standards set herein.*
- B.9.6 General Fixtures:** Fixtures and surfaces shall be clean with no dust, spots, soil substances, discoloration, mold, build-up, or excess moisture.

**B.9.7 Walls:** Clean Spots and/or Marks: Wall surfaces shall be free of smudges, marks, dirt, and spots. Cleaning should not cause discoloration.

**B.9.8 High Dusting/Cleaning:** High dusting/cleaning is any interior room cleaning of seventy inches (70”) and above. High dusting services shall be completed weekly or more frequently as needed to maintain standards set herein. Surfaces shall be free from all dust, lint, litter and soil (beyond 70”). Walls shall be free from dirt, smudges and markings. Ceiling shall be free from cobwebs and loose dirt.

**B.10 TRASH, WASTEBASKETS & RECYCLING:**

**B.10.1 Trash:** All trash and recycling throughout the entire building, including but not limited to restrooms, office spaces, conference areas, clinic, kitchen and cafeteria shall be collected and removed throughout the day. Trash and recycle containers shall be emptied and kept clean, odor-free, and free of dirt, dust, debris, residue, and spilled materials. Plastic liners for all trash container, debris containers, and recycling bins shall not be torn, worn, or contain residue.

**B.10.2 Recycling:** The Contractor shall provide all labor, equipment, and means to collect and transport recyclable materials from recycling bins and containers located throughout the building to storage and loading areas. Recycling containers shall be emptied and kept clean, odor-free, and free of dirt, dust, debris, residue, and spilled materials. Plastic liners for all trash, debris containers, and recycling bins shall not be torn, worn, or contain residue. Cardboard side of desk recycling boxes shall be provided by the Contractors to each individual within the facility. Multiport Trash and Recycling common area bins shall be provided by the Contractors to each common area (i.e. break room, lunchroom, and etc.) within the facility.

**B.10.3 Hazardous Materials:** The Contractor shall notify the COTR, BM, and/or BMS of any item or material identified by the EPA (Applicable Document #2) and local regulatory agencies as hazardous waste, hazardous materials, or Universal Waste, observed in the trash or recycling receptacles. Typical prohibited wastes include but are not limited to fluorescent light bulbs, thermostats, thermometers, most chemicals, and batteries (40 CFR Parts 260-273) (Applicable Document #3).

**B.10.4 Trash and Recyclables Collection Process:** The standards established from the ruling in the District case DC Gov. VS. Sierra Club 2001(Revised 2005) (Applicable Document #8) dictates responsibilities for District solicitations of recycling services and Contractor reporting of recycling data. Therefore, the following protocol shall be followed.

**B.10.5 Collection and Disposal:** The Contractor shall provide clearly labeled “Recycling Only” Utility Collection Carts to collect and transport recyclable materials within the Facility. The Contractor shall never store or transport

recyclables and trash together (even if bagged separately) in the same Utility Collection Cart, unless is a compartmentalized cart in order to avoid or give the appearance of contamination.

- B.10.5.1** The Contractor shall collect recyclables on a daily basis from offices where large and mid-sized centralized containers are located. Centralized containers may be large white corrugated boxes approximately 42” high holding white ledger paper and/or mixed paper and smaller corrugated boxes approximately 18” high holding newspapers. Other centralized containers may also be composed of a plastic material. Utility Collection Carts containing recyclable materials shall be taken to the loading dock or designated hauling pick-up point within the premises to be emptied into “Recycling” designated hauling containers for transport to a recycling center.
- B.10.5.2** Contractor shall provide descriptive labels (Spanish and English) on all containers used to transport trash or recyclables to the loading dock or designated hauling pick-up point within each building.
- B.10.5.3** Contractor shall, at a minimum collect, for recycling purposes the following materials (mixed office paper, including newspapers and inserts, soft cover publications, catalogs, unwanted mail, magazines, all other paper, any color any size), paperboard, corrugated boxes, food and beverage containers made of glass, plastic, tin and aluminum, toner cartridges, or other recyclable materials as deemed appropriate by the District).
- B.10.5.4** Contractor shall pull corrugated containers from the trash stream and place them in designated recycling containers. The Contractor shall, if necessary, bundle or bind the corrugated containers to facilitate transport by the recycling hauler. Note: corrugated cardboard shall never be placed in trash dumpsters or compactors for disposal.
- B.10.5.5** The Contractor shall set aside all broken furniture, wooden pallets and similar large objects for bulk collection pick up.
- B.10.5.6** The Contractor shall weigh each week all recycling materials using scales (1) at facilities with existing scales, (2) for facilities without scales, the Contractor shall complete and submit the Weekly Recyclable and Trash Weight forms to the COTR. The forms shall include, at a minimum; location, date, size of container, container contents, weight of container (if applicable), quantity of full containers and partially filled containers to the nearest quarter. All forms shall be approved by the COTR.

**B.10.6 Plate Glass:** All glass (to include glass over and in exterior and vestibule doors, spandrel glass, all plate glass around entrances, lobbies, and vestibules) shall be clean and free of dirt, grime, streaks, and moisture and shall not be cloudy.

**B.10.7 Window Washing-Interior:** Window sashes, sills, woodwork, and other surrounding of glass shall be wiped free of drippings and other watermarks. In addition, windows shall be thoroughly cleaned (free of dirt, grime, streaks, and moisture, and shall not be cloudy) from corner to corner on the interior on a daily basis.

**B.10.8 Windows Blinds & Coverings (not including Drapes, Curtains, & Unique Coverings):**

**B.10.8.1** Windows and blinds services shall be completed on a semi-annual basis.

**B.10.8.2** Dusting: All blinds and coverings, cord tapes, and valances shall be clean and free of dust and spots. Non-operational blinds and coverings shall be reported to the COTR, BM and/or BMS for repair.

**B.10.8.3** Washing: Both sides of blinds and coverings shall be washed. This service shall be completed as a supplemental service, as described in Section C.3.3.

**B.11 EXTERIOR CLEANING REQUIREMENTS:**

The Contractor shall provide exterior standard services for the work items listed below. The Contractor shall ensure all exterior areas are clean in appearance, free of litter, dirt, trash, debris and discarded items with no obvious signs of removable stains or foreign matter on concrete, brick, or other hard surfaces. The Contractor shall take into consideration that exterior grounds are heavily used as a smoking areas; therefore the Contractor shall ensure all exterior areas surrounding the building are policed during services hours (6:00 a.m. through 12:00 a.m.) at a frequency minimum of every three (3) hours to prevent trash and debris from accumulating; this includes the possible deposition of syringes, human and avian excrement.

The Contractor shall take into consideration that exterior grounds are heavily used as a smoking area; therefore, the Contractor shall police the these areas the minimum three (3) hour frequency or more frequently as required maintain the standards set herein. Power washing down exterior areas surrounding the building may be required by the COTR, BM, and/or BMS, weather permitting. When exterior cleaning or policing is performed, persons shall use all safety equipment and procedures required in Occupational Safety and Health Administration (OSHA) 29 CFR 1910.1030 (Applicable Document #1).

**B.11.1 Policing Outside Areas**

The Contractor shall ensure, at a minimum, the following exterior cleaning services are provided:

**B.11.1.1 Policing:** All areas including lawn, grounds, planted areas, sidewalks, hard surfaces, parking areas, garages, docks, trash/recycling bins, platforms, driveways, ramps, lanes, etc.) shall be clean of gum, litter, debris, paper, trash, and other discarded material;

**B.11.1.2 Unimproved Grounds:** All areas shall be cleared of trash, debris, and other discarded material.

**B.11.1.3 Fence Lines:** Fence lines shall be cleared of trash, debris, and other discarded material;

**B.11.1.4 Exterior Trash Dumpsters, Compactors, and Recycle Bins:** The Contractor shall maintain the areas around the exterior bins free of trash, debris, and clutter.

### **B.11.2 Exterior Plate Glass**

The Contractor shall ensure all glass including spandrel glass, glass over and in exterior and vestibule doors, all plate glass around entrances, lobbies, and vestibules is clean and free of dirt, grime, streaks and moisture, and shall not be

### **B.11.3 Exterior Window Washing**

The Contractor shall perform exterior window washing standard planned services on a semi-annual basis. The Contractor shall clean both sides of the glass to ensure the glass is clean and free of dirt, grime, streaks and moisture, and shall not be cloudy. The Contractor shall wipe and clean window sashes, sills, woodwork, and other areas surrounding the glass so that the area is free of drippings and other watermarks. Cleaning frequencies that are additional to standard planned services shall be completed on a supplemental reimbursement basis to the Contractor.

**B.11.3.1** The Contractor shall ensure window washing work is performed consistent with safety requirements promulgated by the OSHA (Applicable Document #1) including adequate fall protection for window washers.

**B.11.3.2** These services are only applicable to windows within reach from the ground floor or by use of a standard size extendable ladder (i.e. Windows, which are not otherwise accessible or accessible only with use of specialized equipment such as rolling and/or power scaffolding or Rope Descent Systems (RDS).

### **B.11.4 Exterior Canopies**

The Contractor shall ensure all canopies and anything affixed to, or included in the surfaces of canopies shall be clean and free of all dirt, dust, cobwebs, nests, bird excrement, trash, and debris on an annual basis.

### **B.11.5 Exterior Hard Surface Areas**

The Contractor shall ensure all areas including sidewalks, brick areas, hard surfaces, parking areas, garages, docks, moats, platforms, driveways, ramps, lanes, etc. shall be clean and free of dirt, debris, gum, litter, gravel, weeds, oil, and grease with no residual dirt. In addition, the Contractor shall ensure all spill residue and clean-up materials be disposed in accordance with the EPA and local regulatory agency requirements.

**B.11.5.1** The Contractor shall provide, for the purpose of removal of trash, debris, and spill residue exterior hard surface area services cleaning *three times daily or as frequently as required to maintain standards set herein*; at a minimum of once during 1<sup>st</sup> shift and once during 2<sup>nd</sup> shift.

**B.11.5.2** The Contractor shall provide, for the purpose of removal of gum, hard debris, oil and grease, exterior hard surface services shall be performed every other week.

### **B.11.6 Exterior Ash Receptacles and Trash Containers**

The Contractor shall collect and remove all trash to a location designated by the COTR, BM and/or BMS. The Contractor shall empty trash containers and ash receptacles and ensure receptacles are emptied and kept clean, odor-free, and free of dirt, dust, ash, cigarette butts, debris, residue, and spilled material. The Contractor shall replenish sand in ash receptacles as necessary. The Contractor shall replace and ensure plastic liners for all trash containers are not torn, worn, or contain residue. The Contractor shall provide exterior ash receptacles and trash container services on a three times daily or as frequently as required to maintain standards set herein, unless otherwise specified by the COTR.

### **B.11.7 Exterior Surfaces (Signs, Vending machines, Tables, and etc.)**

The Contractor shall clean exterior surfaces ensuring the surface is free of dirt, dust, residue, streaks, spots, soil substances, discoloration, or cloth streak with spill residue and clean-up materials /disposed of properly.

### **B.11.8 Parking Structures, Parking Lot(s), Garages, and Exterior Loading Dock Areas**

The Contractor shall remove all dirt, debris, residue, gum, grease, and tar in an environmentally sound manner to minimize the amount of waste washed into the storm sewers or onto the ground. The Contractor shall ensure areas are clean and free of dirt, water, streaks, mop marks, and oil spill(s). Spill residue and clean-up materials shall be disposed in accordance with the Environmental Protection Agency (EPA) (Applicable Document #2), and local regulatory agency requirements.

**B.11.8.1** The Contractor shall maintain these areas to ensure that trash, debris, and other discarded materials do not accumulate. The Contractor shall perform policing no less than three (3) times daily at 8 a.m., 12 p.m.

and 8 p.m. and additionally as required to maintain the standards set herein.

**B.11.8.2** The Contractor shall conduct annual pressure washing of all floors and walls of the exterior loading dock areas only. Cleaning frequencies that are additional to standard planned services shall be completed on a supplemental reimbursement basis to the Contractor.

**B.11.8.3** The Contractor shall police parking Structures, parking lots, garages, and exterior loading docks services are required no less than three (3) times daily at 8 a.m., 12 p.m. and 8 p.m. and additionally as required to maintain the standards set herein.

**B.11.9 Exterior Excrement Removal (Human)**

The Contractor shall ensure all steps and stairs, entrances, sidewalks, arcades, landings, balconies, and ledges shall be cleaned of all excrement while following established safety precautions as outlined in the Center of Disease Control (CDC) protocols (Applicable Document #15). The Contractor shall maintain knowledge of cautionary requirements in cleaning areas contaminated by human excrement. The Contractor shall fully train all employees designated to perform these services in accordance with OSHA standards (Applicable Document #1).

**NOTE:** Historically, excrement removal practices often mandate the application of a disinfectant on the excrement prior to its removal and/or on the affected surfaces after the removal process. Nowadays, most authorities agree that there is no need to apply anything to the excrement except water, although the use of a detergent will help remove the excrement from the surface. Since the route of the infection with harmful organisms living in the excrement is via respiration, they are rendered biologically neutral if they are not airborne. In many cases, the most efficient way to apply water under low pressure to dry excrement is by means of a hand-operated sprayer.

**B.11.10 Pest & Rodent Removal**

All trapping devices used to achieve rodent control inside occupied buildings are monitored. The Contractor is responsible for notifying the building manager and COTR in writing within twenty (24) hours of locating any trapped rodents in authorized trapping devices.

**B.12 GREEN CLEANING:**

**B.12.1** The Contractor shall reduce the environmental impacts of work performed under this contract, by using to the maximum extent, environmentally sound practices, processes, and products.

**B.12.2** The Contractor shall use green cleaning products and processes, and shall demonstrate such capability by submitting a Green Cleaning Plan (GCP) to the COTR. The GCP shall describe methods, materials, and equipment used under the contract.

**B.12.3** The Contractor's shall submit to the COTR a Green Cleaning Product Volume Report, monthly, which shall clearly report the use by liter volume amount by facility of Green Cleaning products used. Green cleaning products and processes include, but are not limited to, products containing recycled content, bio based products, and products and/or services that minimize the use of energy, water, and other resources. Specific products of concern with specified Post-Consumer Recycled Content (PCRC) amounts are as follows:

**B.12.3.1** Trash Liners shall contain a minimum of 20% PCRC and Products shipped in recyclable packaging (i.e. cardboard packaging) shall contain a minimum of 35% PCRB.

**B.12.4** Supplies and Green Products

**B.12.4.1** In addition, the Contractor shall utilize environmentally preferable products and services (i.e. paper goods) meeting EPA CPG requirements (Applicable Document #2) and are chlorine free and vacuum equipment with HEPA filtration.

**B.12.4.2** The Contractor shall provide Material Safety Data Sheet (MSDS) all products used. The Contractor shall provide new MSDS if products change. The Contractor shall maintain copies of all forms should be housed at each facility and copies provided to the COTR.

**B.12.4.3** The Contractor shall utilize environmentally preferably janitorial products, specifically: The Contractor shall provide environmentally preferable and effective janitorial products that support the District's environmentally preferable purchasing (EPP) initiative (Applicable Document #10) which emphasizes products and services that have a lesser or reduced effect on human health and the environment, when compared with competing products or services that serve the same purpose. This comparison considers the life cycle of the product from raw material acquisition, production, manufacturing, packaging, distribution, re-use, operation, maintenance and disposal.

Janitorial products subject to the requirements of this clause include the following:

<b>Janitorial Products Subject to Green Cleaning or Environmentally Friendly Clause</b>	
All Purpose Cleaner	General Degreaser
Bathroom Cleaner	General Disinfectant
Bathroom Deodorizer	Glass/Window Cleaner



Bathroom Disinfectant	Graffiti Remover
Bathroom Hand Cleanser/Soap	Gum Remover
Carpet Cleaner	Lime and Scale Remover
Chrome and Brass Cleaner/Polish	Solvent Spotter
Floor Stripper/Finisher	Urinal Deodorizer/Cleaner
Furniture Polish	Wood/Floor/Wax Cleaner\

**B.12.5 Prohibited Cleaning Products**

The Contractor shall not use the following products, because they pose an unacceptable risk to the person using the product, building occupants and the environment:

<b>Janitorial Products Subject to Prohibited Cleaning Products Clause</b>	
Alkyl phenol Ethylates	Naphthalene
Benzyl Alcohol	Nitrioltriacetic Acid
CFC-22; Chlorodifluoro Methan	Paradichloro benzene
Coconut Oil	Perchloroethylene
Diethanolamine	Tetrachloroethylene
HCFC-142b	Toluene
Lauric Acid Diethanolamine	Tributyl Tin
Methyl Chloroform; 1,1,1,-TCE	Trichloroethylene
Methyl Ethyl Ketone	

**B.13 SCHEDULE:**

The Contractor shall develop and submit a detailed staffing list to include, but is not limited to, the number of staff to be assigned to each building, hiring plans, and shift schedules. The Contractor shall provide the COTR with an emergency contact telephone number(s) and emergency contact email address.

**B.14 STRIKE CONTINGENCY PLAN:**

The Contractor shall develop and submit a Strike Contingency Plan (SCP). The SCP shall describe in detail how the Contractor shall staff the building to provide the required services in event of a strike by the Contractor’s employees.

**B.15 SUPERVISION:**

The Contractor shall provide the supervision of staff and make the management and operational decisions required to successfully provide the required services at the quality standards described.

**B.16 STAFF TRAINING:**

The Contractor shall communicate all terms, standards, policies and conditions outlined within this scope of work to Contractor employees. The Contractor shall provide a training program to ensure that Contractor employees are capable of successfully accomplishing all work task(s) under this contract.

**B.16.1 Training and Certifications**

The SCP shall describe in detail how the Contractor shall provide personnel that meet experience requirements, assuring the Government that all temporary or replacement employees (including sub-Contractor employees) shall meet the experience and certification requirements defined in this contract.

**B.17 EMPLOYEES CONTACT:**

The Contractor shall provide the names of the Contractor's employees as well as subcontractors and their employees who will fulfill the requirements of this contract to the COTR. The Contractor shall provide a list of contacts for each job site (names, titles & phone numbers) to the COTR.

**B.18 DAILY SIGN-IN AND SIGN-OUT:**

The Contractor shall keep a daily sign-in/sign-out log of Contractor personnel.

**B.19 SECURITY REQUIREMENTS:**

The Contractor shall comply with all security requirements and procedures of the facility.

**B.19.1** The Contractor shall conduct routine pre-employment criminal record background checks of all of the Contractor's staff that will provide services under this contract as permitted by D.C. law. Except for professionals in accordance with D.C. Office Code 3-1201.01, et seq. The Contractor shall not employ any staff in the fulfillment of the work under this contract unless said person has undergone a background check, to include National Criminal Information Center Report and Child Protective Services Report (Abuse and Neglect).

**B.19.2** The Contractor shall provide the results of the background checks for each employee proposed to deliver services under this contract. Background checks for subsequent staff intended to perform services under this contract shall be provided to the COTR. The Contractor(s)' staff may begin employment pending the results of the criminal background checks, but immediately be terminated should the Contractor or DGS determine the staff member is not suitable for employment based on the results of the criminal background checks. Additionally, the Contractor's staff may begin employment pending the results of the criminal background checks but the staff member shall be supervised at all times pending the results of the criminal background checks

and at no time provide services to youth residences independent of supervision.

- B.19.3** The Contractor shall conduct the criminal record background checks on an annual basis and for newly acquired employees. The Contractor shall disclose to DGS through the COTR, any arrests or convictions that may occur subsequent to employment. Any conviction or arrest of the Contractor's employees after employment shall be reviewed by DGS, which will determine the employee's suitability for continued employment.
- B.19.4** The Contractor shall maintain staff records including applications, licenses, certifications, security and medical clearances, satisfactory criminal background clearance, child protection register clearance, drug and alcohol screening.
- B.19.5** The Contractor's staff shall wear neat, clean, and professional attire. The attire shall include distinctive apparel identifying staff as Contractor's employees.
- B.19.6** The Contractor's staff shall wear identification badges at all times. The identification badges shall provide company logo, employee's name, and employee photograph.
- B.19.7** The Contractor shall determine and provide additional personal protective equipment required for the safe performance of work. Protective clothing, equipment, and devices shall, at a minimum, conform to Occupational Safety and Health Administration (OSHA) standards (Applicable Document #1) for the products being used.
- B.19.8** The Contractor shall obtain Facility Access Badges for all staff and the staff of subcontractors, as applicable, prior to providing services: All contractors are required to obtain a contractor ID and access badge from the District. The Contractor is responsible for all costs associated with obtaining id and access credentials/badges. The Contractor shall obtain clearance and credentials by completing the following steps:
- B.19.9** Visit the Metropolitan Police Department Henry J. Daly Bldg., 300 Indiana Avenue NW;
- B.19.10** Complete a PD Form 70 (Criminal History Request) for a record check. This form is available at the Arrest and Criminal History Section; Room 3055. Most requests will be processed while you wait, generally between 15-45 minutes. One of the following documents is needed to make the request:
- ✓ Government Issued Photo ID, such as, Driver's License or Non-Driver's ID

- ✓ Original Birth Certificate and Social Security Card.
- ✓ Pay a fee of \$7 is required (cash or money orders only, payable to DC Treasurer; no credit cards or personal checks);
- ✓ Complete and sign the Non-Employee ID Credential Request form once Police Clearance has been obtained;
- ✓ Submit the Police Clearance documentation, original ID Credential Request form and a legible copy of driver's license for each staff member to DGS for processing.

**B.20 EQUIPMENT AND SUPPLIES:**

**B.20.1 Equipment Inventory**

The Contractor shall provide an inventory list of equipment and supplies that will be used to fulfill the requirements of this contract to the COTR.

**B.20.2 Delivery of Supplies**

The Contractor shall schedule its supply deliveries during times that cause minimum disruption and inconvenience to District agency operations. Unless otherwise approved by the COTR, such deliveries shall be made weekdays before 4:00 p.m. and/or on weekends. Additionally a Supply Delivery Schedule shall be submitted for the review and approval of the COTR.

**B.21 SERVICE CALL PROGRAM:**

The Contractor shall implement an effective service call program to address calls for the interior and exterior cleaning services to result in prompt, professional, and courteous resolution of tenant concerns. The Contractor's service call program shall address or include the following:

- Operating policies and procedures with emphasis on customer service, quality, and responsiveness;
- Provide the appropriate administrative staffing, during building(s) operating hours and during the Contractor's regular after hours cleaning schedule, to directly receive, record, respond, and track and monitor the resolution of all service calls;
- Respond within two (2) hours to routine service calls;
- Respond within one (1) hour to urgent service calls;
- Include a method of recording customer calls, the time to complete the service call, and the corrective action taken. These records shall be made available for review by the COTR on a monthly basis and as back up supporting documentation to all monthly invoices; and
- Notify the COTR immediately if a service call cannot be resolved.
- The Contractor shall remain on the job until each emergency situation is corrected.

**B.22 QUALITY CONTROL PLAN (QCP):**

**B.22.1** The Contractor shall establish and implement a complete Quality Control Plan (QCP) to ensure the required services are provided effectively and successfully. The Contractor's QCP shall be a system for identifying and correcting deficiencies in the quality of service delivery before the level of performance becomes unacceptable and identify areas to improve service delivery. The QCP shall be prepared by the Contractor and provided to the COTR for review and approval. The Contractor shall not start work until the QCP is accepted and the proper security clearances obtained. Refer to Section C.3.5.1.8 of the solicitation, concerning proper security clearance requirements.

**B.22.2** The Contractor's QCP shall be a living document and shall adjust to ensure the optimum delivery of service and the satisfaction of tenants. The QCP shall, at a minimum, include or address the following:

- How the Contractor will control quality of supplies and services;
- How project management, inspections, plan implementation, process improvement changes, correction of deficiencies, and green cleaning compliance will be accomplished;
- How it will monitor and respond to service calls and the resolution of complaints;
- Integration of resolutions to complaints and corrective actions to improve service delivery;
- An inspection plan or checklist tailored to the specific building(s) being cleaned and serviced under this contract. The inspection plan or checklist shall detail how services at the work site shall be inspected to ensure that the outcome of the work meets all the quality standards set forth in the Contract and shall include, but is not limited to:

Date of inspection perform  
Location of inspection  
Description of findings  
Description of action(s) taken (if necessary)  
Signature and date of completion

**B.23 COMMUNICATION PLAN:**

**B.23.1** The Contractor shall keep the Contracting Officer Technical Representative (COTR) informed of current status of the work being performed, provide work schedules and provide other pertinent information needed by the COTR.

**B.23.2** The Contractor shall prepare and provide to the CO, COTR, and BM a communication plan detailing how the Contractor will use technology (two-way digital communication) to communicate with District Representatives, to receive and respond to service calls, emergencies, status of projects, invoicing, general communication, tenant complaints etc. The Communication Plan shall include, at a minimum, detailed provisions for:

- Two-way devices (Blackberry, I-Phone and etc.) by all Contractors supervisory staff;
- Standard procedures for submission of requested documents in electronic (PDF and/or Word Files) and printed format;
- Provide key operational personnel (managers or supervisors) with portable electronic means to communicate with the District for service calls, emergencies, status of projects, etc.;
- Electronic receiving and transmitting methods may include the following;
- A text-messaging device used to send and receive messages. Contractor is responsible for all costs associated with electronic messaging device.
- A portable email device used to send and receive messages.

**B.24 EXPOSURE CONTROL PLAN:**

The Contractor shall develop and maintain an Exposure Control Program fully compliant with OSHA 29 CFR 1910.1030 (Applicable Document #1) for each building under the contract. A copy of this document shall be made available to the COTR upon request.

**B.25 PANDEMIC PLAN:**

The District is required by the National Strategy for Pandemic Influenza Preparedness and has prepared a plan to safeguard its employees and provides for continued operations in the event of an influenza pandemic. The Contractor shall also prepare a plan that outlines the steps that they shall take to prevent and reduce the spread and mitigate the potential effect of an influenza pandemic on custodial/housekeeping operations. Given the unpredictable length and severity of a pandemic, the Contractors plan shall link their planned actions to the periods and phases established by the World Health Organization for a pandemic cycle.

**B.26 MEETINGS:**

**B.26.1 Monthly**

The Contractor shall plan and schedule monthly meetings with the COTR to remedy deficiencies identified during the month.

### **B.26.2 Quality Control Meetings**

The Contractor shall attend quarterly meetings held between the Contractor and the COTR and BM. The purpose of these meetings will be to discuss the Contractor's performance, areas of deficiencies, areas of satisfaction, and tenant needs or concerns. Frequencies of these meetings may be increased or decreased depending upon performance as determined by the COTR.

### **B.26.3 Partnering Meeting**

**B.26.3.1** The Contractor shall attend at least one partnering session with the CO, COTR, and BM after the Post-Award conference. Other sessions may take place during the course of the contract at the option of either the District or the Contractor. Partnering is working together towards a common interest or goal.

**B.26.3.2** The Contractor shall attend at least one partnering session with the District after the Post-Award conference. Other sessions may take place during the course of the contract at the option of either the District or the Contractor. Both parties will re-visit the idea of having a partnering session on the anniversary date of the contract. Each partnering session will be held at a mutually agreed time and location.

**B.26.3.3** The Contractor shall provide the COTR of the facility notification at least 30 days in advance of the following activities:

- Annual power washing of building entry/exit points and loading dock.
- Annual cleaning of the exterior windows.
- Semi-Annual cleaning of the lockers in the locker room.
- Semi-Annual cleaning of the carpeted areas.
- Quarterly Annual cleaning of the canopies.
- Annual wipe down of personnel duty lockers.
- Quarterly-Semi-Annual stripping, sealing, and waxing of the VCT areas.
- Monthly power washing of the cellblock and sally port areas.
- Monthly fumigating/application of infested areas.

## **B.27 LICENSING, ACCREDITATION AND REGISTRATION:**

The Contractor and all of its subcontractors and sub consultants (regardless of tier) shall comply with all applicable District of Columbia, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of the contract.

**B.28 CONFORMANCE WITH LAWS:**

It shall be the responsibility of the Contractor to perform under the contract in conformance with the Department's Procurement Regulations and all statutes, laws, codes, ordinances, regulations, rules, requirements, orders, and policies of governmental bodies.

**B.29 PEST MANAGEMENT:**

The Contractor shall implement methods to prevent and suppress pest populations through sanitation; waste management and assessment of the effectiveness of these methods from pest including but not limited to:

**B.29.1** Indoor and outdoor populations of rodents such as rats, mice, squirrels, pigeons, and insects including cockroaches, bed bugs, arachnids, and other arthropods, and flying insects such as flies, bees, and wasps.

**B.29.2** Outdoor populations of potentially indoor-infesting species that are within the property boundaries.

**B.29.3** Nests of stinging insects within the property boundaries.

**B.29.4** All excluded pest populations that are incidental invaders inside the building, including winged termite swarmer's emerging indoors.

**B.29.5** The Contractor shall notify the COTR if it notices any pests and shall assist in the control unless the COTR instructs otherwise.



**SECTION C  
ECONOMIC INCLUSION**

**C.1 PREFERENCE FOR SMALL, LOCAL AND DISADVANTAGED BUSINESS ENTERPRISES:**

Under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2014”, D.C. Official Code § 2-218.01 et seq., as amended (“Act”, as used in this section), the District shall apply preferences in evaluating bids from businesses that are certified by the Department of Small and Local Business Development (DSLBD) pursuant to Part D of the Act.

**C.1.1 Application of Preferences:**

Under the provisions of the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, D.C. Law 16-33 (codified at D.C. Code § 2-218.01 et seq.), preferences shall be given to Bidders that are certified by the Department of Small and Local Business Development as being a small business enterprise, having resident business ownership, having a longtime resident business, being a local business enterprise, being a disadvantaged business enterprise, or being a local business enterprise with its principal office located in an enterprise zone. (A copy of the certification acknowledgment letter must be submitted with the Bidder’s Bid.) A percentage reduction in price shall be granted to prime contractors as follows:

- (a) Three (3) percent reduction for a small business enterprise (SBE);
- (b) Five (5) percent for a resident-owned business (RBO);
- (c) Ten (10) percent for a longtime resident business (LRB);
- (d) Two (2) percent for a local business enterprise (LBE);
- (e) Two (2) percent for a local business enterprise with its principal office located in an enterprise zone (DZE);
- (f) Two (2) percent for a disadvantaged business enterprise (DBE);
- (g) Two (2) percent for veteran-owned business (VOB);
- (h) Two (2) percent for local manufacturing business enterprise (LMBE)

**C.1.2 Maximum Preference Points Awarded:**

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise (CBE) is entitled under the Act is twelve per cent (12%) for bids submitted in response to this IFB. There will be no preference awarded for subcontracting by the prime Contractor with CBEs.

**C.1.3 Preferences for Certified Joint Ventures:**

A certified joint venture will receive preferences as determined by DSLBD in accordance with D.C. Official Code § 2-218.39a (h).

#### **C.1.4 Verification of Bidder's Certification as a Certified Business Enterprise:**

- (a) Any Bidder seeking to receive preferences on this solicitation must be certified at the time of submission of its bid. The CO will verify the bidder's certification with DSLBD, and the bidder should not submit with its bid any additional documentation regarding its certification as a certified business enterprise.
- (b) Any vendor seeking certification in order to receive preferences under this solicitation should contact the:  
Department of Small and Local Business Development  
**ATTN: CBE Certification Program**  
441 Fourth Street, NW, Suite 850N  
Washington DC 20001
- (c) All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

#### **C.2 LSDBE UTILIZATION:**

##### **C.2.1 Mandatory Subcontracting Requirements**

- (a) Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, for all contracts in excess of \$250,000, at least 50% of the dollar volume of the Contract shall be subcontracted to qualified small business enterprises (SBEs).
- (b) If there are insufficient SBEs to completely fulfill the requirement of paragraph (a)(1), then the subcontracting may be satisfied by subcontracting 50% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.
- (c) A prime Contractor that is certified by DSLBD as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections C.2.1 (a) and C.2.1 (b) of this clause.
- (d) Except as provided in C.2.1 (e) and C.2.1 (f), a prime Contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime Contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- (e) A prime Contractor that is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the

subcontracting effort shall be with CBEs. A certified joint venture prime Contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

- (f) Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.
- (g) A prime Contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the Contract is \$1 million or less.
- (h) A list of Certified Business Enterprises can be found on the District of Columbia, Department of Small and Local Business Development website at <http://dslbd.dc.gov/DC/DSLBD>, click on “Doing Business in the District”, click on “Find CBE Certified Contractors.”

## **C.2.2 Subcontracting Plan**

**C.2.2.1** If the prime Contractor is required by law to subcontract under this Contract, it must subcontract at least 50% of the dollar volume of this Contract in accordance with the provisions of section C.2.1 of this clause. The plan shall be submitted as part of the bid and may only be amended with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan shall inure to the benefit of the District. Each subcontracting plan shall include the following:

- (a) The name and address of each subcontractor;
- (b) A current certification number of the small or certified business enterprise;
- (c) The scope of work to be performed by each subcontractor; and
- (d) The price that the prime Contractor will pay each subcontractor.

## **C.2.3 Copies of Subcontracts**

Within twenty-one (21) days of the date of award, the Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, PM, District of Columbia Auditor and the Director of DSLBD.

## **C.2.4 Subcontracting Plan Compliance Reporting.**

**C.2.4.1** If the Contractor has a subcontracting plan required by law for this Contract, the Contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

- (e) The price that the prime Contractor will pay each subcontractor under the subcontract;
- (f) A description of the goods procured or the services subcontracted for;
- (g) The amount paid by the prime Contractor under the subcontract; and
- (h) A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.

**C.2.4.2** If the fully executed subcontract is not provided with the quarterly report, the prime Contractor will not receive credit toward its subcontracting requirements for that subcontract.

**C.2.5 Annual Meetings**

Upon at least 30-days written notice provided by DSLBD, the Contractor shall meet annually with the CO, PM, District of Columbia Auditor and the Director of DSLBD to provide an update on its subcontracting plan.

**C.2.6 Notices**

The Contractor shall provide written notice to the DSLBD and the District of Columbia Auditor upon commencement of the Contract and when the Contract is completed.

**C.2.7 Enforcement and Penalties for Breach of Subcontracting Plan**

**C.2.7.1** Contractor shall be deemed to have breached a subcontracting plan required by law, if the Contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.

**C.2.7.2** A Contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a Contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.

**C.2.7.3** If the CO determines the Contractor's failure to be a material breach of the Contract, the CO shall have cause to terminate the Contract under the default provisions in clause 8 of the SCP, Default.

**C.3 RESIDENCY HIRING REQUIREMENTS FOR CONTRACTORS & SUBCONTRACTORS:**

- C.3.1** At least fifty-one percent (51%) of the Bidder's team and every sub-consultant's employees hired after the Bidder enters into a Contract with the Department, or after such sub-consultant enters into a Contract with the Bidder, to provide the required goods or services, shall be residents of the District of Columbia.
- C.3.2** Upon execution of the Contract, the Bidder and all of its member firms, if any, and each of its subcontractors and sub-consultants shall submit to the Department a list of current employees that will be assigned to work under the Contract, the date that they were hired and whether or not they live in the District of Columbia.
- C.3.3** The Bidder shall comply with subchapter X of Chapter II of Title 2, and all successor acts thereto, including by not limited to the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011, and the rules and regulations promulgated thereunder. The Bidder and all member firms, subcontractors, tier subcontractors, sub-consultants, and suppliers with contracts in the amount of \$300,000 or more shall be required to comply with the following: (i) enter into a First Source Employment Agreement Attachment G with the D.C. Department of Employment Services ("DOES") upon execution of the Contract; (ii) submit an executed First Source Agreement to DOES prior to beginning work; (iii) make best efforts to hire at least 51% District residents for all new jobs created under the Contract; (iv) list all employment vacancies with DOES; (v) submit monthly compliance reports to DOES by the 10th of each month; (vi) at least 51% apprentices and trainees employed must be residents of the District registered in a program approved by the D.C. Apprenticeship Council; and (vii) trade contractors and subcontractors with contracts in the amount of \$500,000 or more must register an apprenticeship program with the D.C. Apprenticeship Council.

**SECTION D  
COMPLIANCE REQUIREMENTS**

**D.1 CONFORMANCE WITH LAWS:**

It shall be the responsibility of the Contractor to perform the Agreement in conformance with the Department's Procurement Regulations (27 DCMR § 4700 et seq.) and all statutes, laws, codes, ordinances, regulations, rules, requirements and orders of governmental bodies, including, without limitation, the U.S. Government and the District of Columbia government; and it is the sole responsibility of the Contractor to determine the Department's procurement regulations, statutes, laws, codes, ordinances, regulations, rules, requirements and orders that apply and their effect on the Contractor's obligations thereunder.

**D.2 LICENSING, ACCREDITATION AND REGISTRATION:**

The Contractor and all of its subcontractors shall comply with all applicable District of Columbia, state and federal licensing, accreditation, and registration requirements and standards necessary for the performance of the Contract.

**D.3 STANDARD CONTRACT PROVISIONS:**

The Standard Contract Provisions for Use with Supplies and Services Contracts (2007) are applicable to this Contract and are incorporated by this reference.

**D.4 LIVING WAGE ACT:**

The Living Wage Act is applicable to this Contract. As such, the Contractor and its subcontractors shall comply with the wage and reporting requirements imposed by that Act **Attachment G**.

**D.5 SERVICE CONTRACT ACT:**

The Service Contract Act is applicable to the resulting Contract. As such, the Contractor and its subcontractors shall comply with the wage and reporting requirements imposed by this Act. Applicable wage determination rates are attached hereto as **Attachment I**.

**SECTION E**  
**EVALUATION AND AWARD CRITERIA**

**E.1 CONTRACT AWARD:**

**E.1.1** This procurement is being conducted in accordance with the provisions of §4720 of the Department's Procurement Regulations (27 DCMR, Chapter 47).

**E.1.2** The District reserves the right to accept/reject bids resulting from this solicitation. The Chief Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.

**E.1.3** The District will make an award(s) to the responsive and responsible bidder(s) with the total lowest fixed fully loaded standard services monthly rate plus fixed fully loaded unit pricing for supplemental services for the base and four (4) option years after application of the appropriate percentage reduction for Certified Business Enterprise (CBE).

**SECTION F**  
**BID ORGANIZATION AND SUBMISSION**

This section outlines specific information necessary for the proper organization and manner in which Bidder's bid submissions shall be proffered. References are made to other sections in this IFB for further explanation.

**F.1 BID IDENTIFICATION:**

Bids shall be proffered in an original and two (2) hard copies placed in a sealed envelope conspicuously marked: *DCAM-17-NC-0057 Comprehensive Janitorial and Housekeeping Related Supplemental Services For Department of Human Services Facility Located at 810 5<sup>th</sup> Street NW, Washington DC 20001.*

An electronic copy of the Bid Form *Attachment C* shall be emailed to the address indicated in *Section G.1* by the Bid Submission Deadline defined in *Section F.3*. The electronic document shall be in MS Excel format *only* and both the electronic copy and the hard copy Bid Forms *Attachment C* shall contain the same bid information, without exception.

**NOTE:** Material deviations of *Attachment C* – Bid Form in the opinion of the Department, from the bid form provided by the Department as *Attachment C* shall be sufficient to render the proposal non-responsive and subject to exclusion from further evaluation in consideration of award.

**F.2 DELIVERY OR MAILING OF BIDS:**

Submissions shall be hand delivered or mailed to:

Department of General Services  
Contracts & Procurement Division  
**Attn: George G. Lewis, Associate Director/Contracting Officer**  
2000 14<sup>th</sup> Street, NW | 8<sup>th</sup> Floor  
Washington, D.C. 20009  
Phone: (202) 727-2800

**F.3 DATE AND TIME FOR RECEIVING BIDS:**

Submissions shall be received no later than 12:00 p.m. local time on Friday, March 10, 2017. The Bidder assumes the sole responsibility for timely delivery of its submission, regardless of the method of delivery.

**F.4 BID OPENING:**

A public Bid Opening will be held at 12:15 p.m. on Friday, March 10, 2017 at the Reeves Center 2nd Floor Community Room.



## F.5 **ATTACHMENTS:**

The Bidder shall complete and include the following attachments with their bids **in the order denoted below:**

- (a) Award/Signature Page (**Attachment J**)
- (b) Acknowledgement of Amendments (Award/Signature Page Section 13)
- (c) The IFB pages **2 - 66**
- (d) Bid Form (**Attachment C**); Each Bidder shall submit a Bid Form Attachment C;
  - a. Electronic Copy Bid Form Attachment C in MS Excel format only shall be emailed to the address indicated in Section G.1 as described in Section F.1;
- (e) Bidder/Offeror Certification Form – Each Bidder shall submit a complete Certification Form (**Attachment D**);
- (f) Tax Affidavit - Each Bidder shall submit a completed tax affidavit (**Attachment E**). In order to be eligible for this procurement, Bidders must be in full compliance with their tax obligations to the District of Columbia government;
- (g) Subcontracting Plan Form - Each Bidder shall submit a Subcontracting Plan, if applicable, substantially in the form of (**Attachment F**);
- (h) First Source Employment - Each Bidder shall submit the First Source Employment Agreement in the form of (**Attachment H**); and
- (i) LSDBE Certification Letter.
- (j) EEO Policy Statement Agreement – Each Bidder shall submit the EEO Policy Statement Agreement (**Attachment K**)

**SECTION G**  
**BIDDING PROCEDURES & PROTESTS**

**G.1 CONTACT PERSON:**

The contact person for this IFB is:

Alan G. Blair III  
Department of General Services  
Contracts and Procurement Division  
2000 14<sup>th</sup> Street, NW | 8<sup>th</sup> Floor  
Washington, DC 20009  
Phone: (202) 645-0504  
Email: [alan.blair@dc.gov](mailto:alan.blair@dc.gov)

**G.2 SITE VISIT:**

A site visit will be held between *10:00 a.m. and 12:00 p.m. on Wednesday, February 22, 2017* at 810 5<sup>th</sup> Street N.W., Washington, D.C.

**G.3 EXPLANATIONS TO PROSPECTIVE BIDDERS:**

Each Bidder shall carefully examine this IFB and any and all amendments, addenda, or other revisions, and thoroughly familiarize itself with all requirements prior to proffering a bid. Should a Bidder find discrepancies or ambiguities in, or omissions from, the IFB and amendments, addenda or revisions, or otherwise desire an explanation or interpretation of the IFB, any amendments, addenda, or revisions, it must submit an appeal for interpretation or correction in writing. Any information given to a Bidder concerning the solicitation will be furnished promptly to all other Bidders as an amendment or addendum to this IFB if in the sole discretion of the Department that information is necessary in proffering bids or if the lack of it would be prejudicial to any other prospective Bidders. Oral explanations or instructions given before the award of the Contract will not be binding.

Requests shall be directed to Alan Blair at the email address listed in *Section G.1 no later than Friday, February 27, 2017*. The person making the appeal shall be responsible for prompt delivery.

**G.4 PROTESTS:**

Any Proposer who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation, which are apparent at the time set for receipt of initial proposals, shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested,

alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4th Street, N.W., Suite 350 N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the Contracting Officer listed in this document.

Protests shall be governed by D.C. Code § 2-360.08 and Section 4734 of the Department's Procurement Regulations (27 DCMR § 4734).

**G.5 RETENTION OF SUBMISSIONS:**

All submissions will be retained by the Department and therefore will not be returned to the Bidders. With the exception of proprietary financial information, the submissions will become the property of the Department, and the Department has the right to distribute or use such information as it determines.

**G.6 EXAMINATION OF BIDS:**

Bidders are expected to examine the requirements of all instructions (including all amendments, addenda, attachments and exhibits) in this IFB. Failure to do so shall be at the sole risk of the Bidder, and may result in disqualification.

**G.7 LATE BIDS AND MODIFICATIONS:**

- (a) Any bid received by the Department after the exact time specified for receipt shall not be considered.
- (b) The only acceptable evidence to establish the time of receipt at the Department's office is the time-date stamp of such installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.
- (c) Notwithstanding any other provisions of this Invitation for Bids to the contrary, a late modification of an otherwise successful bid which makes its terms more favorable to the DGS may be considered at any time it is received and may be accepted.
- (d) Bids shall be irrevocable and remain in full force and effect for a period not less than 120 days after receipt of bids.

**G.8 NO COMPENSATION FOR PREPARATION OF BIDS:**

The Department shall not bear or assume any financial obligations or liabilities regarding the preparation of any bids submitted in response to this IFB, or prepared in connection therewith, including, but without limitation, any bids, statements, reports, data, information, materials or other documents or items.

**G.9 REJECTION OF BIDS:**

The Department reserves the right, in its sole discretion:

- (a) To cancel this solicitation or reject all bids;
- (b) To reject bids that fail to prove the Bidder's responsibility;
- (c) To reject bids that contain conditions and/or contingencies that in the Department's sole judgment, make the bid indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award;
- (d) To waive minor irregularities in any bid provided such waiver does not result in an unfair advantage to any Bidder;
- (e) To take any other action within the applicable Procurement Regulations or law;
- (f) To reject the bid of any Bidder that has submitted a false or misleading statement, affidavit or certification in connection with such bid or this Request for Bids.
- (g) To reject as non-responsive any bid that fails to include a subcontracting plan that is required by law.

**G.10 LIMITATION OF AUTHORITY:**

Only a person with prior written authority from the CCO shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clauses or conditions of the Contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this IFB is not effective or binding unless made in writing and signed by the CCO or its authorized representative.

## **SECTION H INSURANCE REQUIREMENTS**

### **H.1 REQUIRED INSURANCE:**

The Contractor shall maintain the following types of insurance throughout the life of the Contract.

**H.1.1** Commercial general public liability insurance (“Liability Insurance”) against liability for bodily injury and death and property damage, such Liability Insurance to be in an amount not less than One Million Dollars (\$1,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and One Million Dollars (\$1,000,000) from the aggregate of all occurrences within each policy year. The policy should include completed operations coverage. The Contractor will be required to maintain this coverage in force for a period of at least two years after substantial completion.

**H.1.2** Workers’ compensation and Employers Liability coverage providing statutory benefits for all persons employed by the Contractor, or its contractors and subcontractors at or in connection with the Work.

**H.1.3** Automobile Liability, including Hired and Non-Owned Auto Liability in the amount of at least One Million Dollars (\$1,000,000) for each occurrence for bodily injury and property damage.

**H.1.4** Excess umbrella liability coverage (on at least a follow form basis) and when combined with the general liability policy has an aggregate limit of at least Two Million Dollars (\$2,000,000).

### **H.2 ADDITIONAL INSURED:**

Each insurance policy shall be issued in the name of the Contractor and shall name as additional insured parties the Department and the District of Columbia, and shall not be cancelable or reduced without thirty (30) days prior written notice to the Department.

### **H.3 WAIVER OF SUBROGATION:**

All such insurance shall contain a waiver of subrogation against the Department and the District of Columbia, and their respective agents.

### **H.4 STRENGTH OF INSURER:**

All insurance shall be placed with insurers that are reasonably acceptable to the Department and with an A.M. Best’s rating of not less than A- (Excellent) and a surplus size of not less than XV. All such insurers shall be licensed and approved to do business in the District of Columbia.

**SECTION I  
DEPARTMENT'S RESPONSIBILITIES**

**I.1 INFORMATION & SERVICES:**

**I.1.1** The Department will provide full information in a timely manner regarding the requirements of the assignments.

**I.2 DEPARTMENT DESIGNATED REPRESENTATIVES:**

**I.2.1 Chief Contracting Officer (CCO).** In accordance with 27 DCMR, Chapter 47, Section 4704 contracts may be entered into and signed on behalf of the District Government only by CCO. The address and telephone number of the CCO is:

George G. Lewis  
Associate Director/Chief Contracting Officer  
Department of General Services  
2000 14th Street, N.W. – 8th Floor  
Washington, D.C. 20009  
Telephone: (202) 727-2800  
E-mail: [george.lewis@dc.gov](mailto:george.lewis@dc.gov)

**I.2.1.1 Authorized Changes by the Contracting Officer (CO) and the CCO:**

**I.2.1.1.1** The CCO and the CO are the only persons authorized to approve changes to any of the requirements of the Contract. The CO is authorized to approve changes valued up to \$100,000.00.

**I.2.1.1.2** The Contractor shall not comply with any order, directive or requests that change or modifies the requirements of this Contract, unless issued in writing and signed by the CCO.

**I.2.1.1.3** In the event the Contractor effects any change at the instruction or requests of any person other than the CCO, the change will be considered to have been made without authority and no adjustment will be made in the Contract price to cover any cost increase incurred as a result thereof.

**I.2.2 Contracting Officer's Representative (COTR):**

**I.2.2.1** The COTR is responsible for general administration of the Contract and advising the CCO as to the Contractor's compliance or noncompliance with the Contract. COTR has the responsibility for the

day-to-day monitoring and supervision of the Contract to ensure the “work” conforms to the requirements set forth in the Contract and such other responsibilities and authorities as may be specified in writing by the CCO and/or in the Contract. These include:

- I.2.2.1.1** Keeping the CCO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CCO of any potential problem areas under the Contract;
- I.2.2.1.2** Coordinating site entry for Contractor personnel, if applicable;
- I.2.2.1.3** Reviewing invoices for completed work and recommending approval by the CCO if the Contractor’s prices and costs are consistent with the Contract and progress is satisfactory and commensurate with the rate of expenditure;
- I.2.2.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District’s payment provisions and the Contract; and
- I.2.2.1.5** Maintaining a file that includes all Contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- I.2.2.1.6** The address and telephone number of the COTR is:

**Robert Saunders**  
Building Management Specialist  
Department of General Services  
2000 14<sup>th</sup> Street, NW  
Washington, DC 20014  
Telephone: (202) 359-0702  
E-mail: [robert.saunders@dc.gov](mailto:robert.saunders@dc.gov)

**I.2.2.2 The COTR Shall NOT Have the Authority to:**

- I.2.2.2.1** Award, agrees to, or sign any Contract document, change order, change directive, delivery order or task order. Only the CCO shall make contractual agreements, commitments or modifications;

- I.2.2.2.2** Grant deviations from or waive any of the terms and conditions of the Contract;
- I.2.2.2.3** Increase the dollar limit of the Contract or authorize work beyond the scope and dollar limit of the Contract,
- I.2.2.2.4** Authorize the expenditure of funds by the Contractor;
- I.2.2.2.5** Change the period of performance; or
- I.2.2.2.6** Authorize the use of District property, except as specified under the Contract.
- I.2.2.2.7** The Contractor shall be held fully responsible for any changes not authorized in advance, in writing, by the CCO, and may be denied compensation or other relief for any additional work performed that is not authorized by the CCO in writing. In addition, Contractor may also be required at no additional cost to the District, to take all corrective action necessitated by reason of any unauthorized changes.

### **I.3 PAYMENTS:**

- I.3.1** The Contractor shall submit invoices to the Department on a monthly basis. Each such invoice shall itemize all goods and services provided during the previous month and include a valid Purchase Order Number. The Department will no longer accept hardcopy invoice submittals; going forward all invoices must be submitted electronically through the EASI Pay Portal on the Department Website at <https://dgs.onbaseonline.com>.

The following address should be referenced for all Invoices:

Department of General Services  
Office of the Chief Financial Officer  
2000 14th Street N.W. | 5th Floor  
Washington, D.C. 20001

EASI First time users will be prompted to register for Portal access; for assistance with the registration process, technical assistance and or additional information on the EASI Pay Portal, please contact the Portal Help Desk at (301) 563-3025.

- I.3.2** Right to Withhold Payments. The Department will notify the Contractor within fifteen (15) calendar days after receiving any invoice for payment, of any defect in the invoice or the work which may result in the Department's declining to pay



all or a part of the invoiced amount. The Department may withhold payment from the Contractor, in whole or part, as appropriate, if:

- I.3.2.1** The work is defective and such defects have not been remedied; or
  - I.3.2.2** The Department has determined that the Contractor's progress has fallen behind the Project Schedule, and the Contractor fails, within ten calendar days of the Department's written demand, to provide the Department with a realistic and acceptable plan to recover the delays; or
  - I.3.2.3** The Contractor has failed to pay subcontractors promptly or has made false or inaccurate certifications that payments to Subcontractors or Suppliers are due or have been made; or
  - I.3.2.4** The Contractor is otherwise in substantial breach of the Contract (including, without limitation, failures to comply with the Economic Inclusion Requirements in Section C of this Contract).
- I.3.3** The Department's liability under this Contract is contingent upon the future availability of appropriated monies with which to make payment under the Contract. The legal liability on the part of the Department for the payment of any money shall not arise unless and until such appropriations have been provided.

**SECTION J**  
**MISCELLANEOUS PROVISIONS**

**J.1 EXTENT OF CONTRACT:**

The Contract, which includes this Agreement and the exhibits attached hereto, and other documents incorporated herein by reference, represents the entire and integrated agreement between the Department and Contractor and supersedes all prior negotiations representations or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the Department and Contractor. If anything in any document incorporated into this Agreement is inconsistent with this Agreement, this Agreement shall govern.

**J.2 GOVERNING LAW:**

The Contract shall be governed by and construed in accordance with the laws of the District of Columbia, without regard to its conflict of laws principles.

**J.3 ASSIGNMENT:**

The Department and Contractor respectively bind themselves, their partners, members, joint ventures, constituent entities, successors, assigns and legal representative to the other party hereto and to partners, members, joint ventures, constituent entities, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

**J.4 RETENTION OF RECORDS AND INSPECTIONS AND AUDITS:**

**J.4.1** The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under the Contract in accordance with generally accepted professional practice and appropriate accounting procedures and practices consistently applied in effect on the date of execution of the Contract.

**J.4.2** The Contractor shall also maintain the financial information and data used in the preparation and support of the costing and cost summary **submitted to the** Department and the required cost submissions in effect on the date of execution of the Department.

**J.4.3** The Department, the District of Columbia government, the District of Columbia Financial Responsibility and Management Assistance Office, the Comptroller General of the United States, the U.S. Department of Labor and any of their authorized representatives shall have access to the books, records, documents and other evidence held, owned or maintained by the Contractor for the purpose of

inspection, audit and copying during normal business hours and upon advance written notice to the Contractor. The Contractor shall provide proper facilities for such access and inspection.

- J.4.4** The Contractor agrees to include the wording of this Section in all its subcontracts in excess of five thousand dollars (\$5,000) that directly relate to Project performance.
- J.4.5** Audits conducted pursuant to this Section will be in accordance with generally acceptable auditing principles and established procedures and guidelines of the applicable reviewing or audit agency.
- J.4.6** The Contractor agrees to the disclosure of all information and reports, resulting from access to records, to any authorized representative of the Department. Where the audit concerns the Contractor, the auditing agency will afford the Contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
- J.4.7** The Contractor shall preserve all records described herein from the effective date of the Contract completion and for a period of seven (7) years after a final settlement. In addition, those records which relate to any dispute, appeal or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until seven (7) years after the date of resolution of such dispute, appeal, litigation, claim or exception.

**J.5 INSPECTION FOR SUPPLIES AND SERVICES:**

- J.5.1** To the extent applicable or appropriate, the Department may, in its sole discretion, enter the place of business of the Contractor or the place of business of any Subcontractor in order to inspect or test supplies or services for acceptance by the Department. If inspections and tests are performed at the place of business of the Contractor or any Subcontractor, the inspections and tests shall be performed in a manner so as to not unduly delay the Work. Inspections and tests by the Department shall not relieve the Contractor or any Subcontractor of responsibility for defects or other failures to meet Contract requirements, and shall not constitute or imply acceptance.
- J.5.2** Notwithstanding the Department's acceptance of or payment for any product or service delivered by Contractor, the Contractor shall remain liable for latent defects, fraud, gross mistakes amounting to fraud and the Department's rights under any warranty or guarantee.
- J.5.3** The Department shall have the right to enter the place of business of the Contractor or the place of business of any Subcontractor in order to investigate

any Contractor or offeror with respect to a debarment or suspension of the Contractor or any such Subcontractor.

**J.6 LAWS AND REGULATIONS INCORPORATED BY REFERENCE:**

All federal and District of Columbia laws and regulations, and all Department procedures now or hereafter in effect, whether or not expressly provided for or referred to in the Contract, are incorporated by reference herein and shall be binding upon the Contractor and the Department. It shall be the responsibility of the Contractor to perform the Contract in conformance with the Department's procurement regulations and all statutes, laws, codes, ordinances, regulations, rules, requirements, and orders of governmental bodies, including, without limitation, the U.S. Government and the District of Columbia government; and it is the sole responsibility of the Contractor to determine the procurement regulations, statutes, laws, codes, ordinances, regulations, rules, requirements, and orders that apply and their effect on the Contractor's obligations thereunder. However, if the application of a future law or regulation requires the Contractor to undertake additional work that is materially different in scope than that presently contemplated or required, the Contractor shall be entitled to an equitable adjustment for such additional work.

**J.7 TAX EXEMPTION PROVISION:**

Any tax exemptions applicable to the District of Columbia, including the gross receipts sales tax exemption for the sale of tangible personal property to the District, codified in D.C. Code § 47-2005, shall apply to the performance of the Contract.

**J.8 ANTI-COMPETITIVE PRACTICES AND ANTI-KICKBACK PROVISIONS:**

**J.8.1** The Contractor recognizes the need for markets to operate competitively and shall observe and shall comply with all applicable law, rules, and regulations prohibiting anti-competitive practices. The Contractor shall not engage, directly or indirectly, in collusion or other anti-competitive practices that reduces or eliminates competition or restrains trade. The Department shall report to the appropriate authority any activity that evidences a violation of the antitrust laws, and take such other further action to which it is entitled or obligated under the law.

**J.8.2** The Contractor shall observe and comply with all applicable law, rules, and regulations prohibiting kickbacks and, without limiting the foregoing, Contractor shall not (i) provide or attempt to provide or offer to provide any kickback; (ii) solicit, accept, or attempt to accept any kickback; or (iii) include, directly or indirectly, the amount of any kickback in the Contract price charged by Contractor or a Subcontractor of the Contractor to the Department. The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in this subparagraph in its own operations and direct business relationships. The Department may take any

recourse available to it under the law for violations of this anti-kickback provision.

**J.8.3** The Contractor represents and warrants that it did not, directly or indirectly; engage in any collusive or other anti-competitive behavior in connection with the bid, negotiation or award of the Contract.

**J.9 RESPONSIBILITY FOR AGENTS AND CONTRACTORS:**

At all times and during performance under this Contract, the Contractor shall be responsible to the Department for any and all acts and omissions of the Contractor's agents, employees, Subcontractors, Sub-Subcontractors, material suppliers, and laborers, and the agents and employees of the Subcontractors, Sub-Subcontractors, material suppliers, and laborers performing or supplying Work in connection with the Project.

**J.10 ETHICAL STANDARDS FOR DEPARTMENT'S EMPLOYEES AND FORMER EMPLOYEES:**

The Department expects the Contractor to observe the highest ethical standards and to comply with all applicable law, rules, and regulations governing ethical conduct or conflicts of interest. Neither the Contractor, nor any person associated with the Contractor, shall provide (or seek reimbursement for) any gift, gratuity, favor, entertainment, loan or other thing of value to any employee of the District or the Department not in conformity with applicable law, rules or regulations. The Contractor shall not engage the services of any person or persons in the employment of the Department or the District for any Work required, contemplated or performed under the Contract. The Contractor may not assign to any former Department or District employee or agent who has joined the Contractor's firm any matter on which the former employee, while in the employ of the Department, had material or substantial involvement in the matter. The Contractor may request a waiver to permit the assignment of such matters to former Department personnel on a case-by-case basis. The Contractor shall include in every subcontract a provision substantially similar to this section so that such provisions shall be binding upon each Subcontractor or vendor.

**J.11 GRATUITIES AND OFFICERS NOT TO BENEFIT PROVISIONS:**

**J.11.1** If it is found, after notice and hearing, by the Department that gratuities (in the form of entertainment, gifts, payment, offers of employment or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any official, employee or agent of the Department or the District with a view toward securing the Contract or any other Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of the Contract, the Department may, by written notice to the Contractor, terminate the right of the Contractor to proceed under the Contract and may pursue such other rights and remedies provided by law and under the Contract.

**J.11.2** In the event the Contract is terminated as provided in J.12.1, the Department shall be entitled:

**J.11.2.1** To pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Contract by the Contractor; and

**J.11.2.2** As a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Department) which shall be not less than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee.

**J.11.3** No member of, nor delegate to Congress, Mayor or City Council Member, nor officer nor employee of the District, nor officer nor employee of the Department shall be admitted to any share or part of the Contract or to any benefit that may arise therefrom, and all agreements entered into by the authorized representative of the Department in which he or any officer or employee of the Department shall be personally interested as well as all agreements made by the Department in which the Mayor or City Council Member or officer or employee of the District shall be personally interested shall be void and no payments shall be made on any such contracts by the Department or by any officer thereof; but this provision shall not be construed or extend to the agreement if the share of or benefit to the member of, or delegate to Congress, Mayor or City Council Member, or officer or employee of the District is de minimum.

**J.12 COVENANT AGAINST CONTINGENT FEES PROVISIONS:**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a Commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Department shall have the right to terminate the Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of the Department, percentage, brokerage of contingent fee.

**J.13 NON-DISCRIMINATION IN EMPLOYMENT PROVISIONS:**

**J.13.1** The Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap. The affirmative action shall include, but not be limited to, the following:

- J.13.1.1** Employment, upgrading, or transfer;
- J.13.1.2** Recruitment or recruitment advertising;
- J.13.1.3** Demotion, layoff, or termination;
- J.13.1.4** Rates of pay, or other forms of compensation; and
- J.13.1.5** Selection for training and apprenticeship.

**J.13.2** Unless otherwise permitted by law and directed by the Department, the Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Department setting forth the provisions of this Section concerning non-discrimination and affirmative action.

**J.13.3** The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in this Section.

**J.13.4** The Contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement, or other Contract or understanding, a notice to be provided by the Department, advising each labor union or workers' representative of the Contractor's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**J.13.5** The Contractor agrees to permit access by the Department to all books, records and accounts pertaining to its employment practices for purposes of investigation to ascertain compliance with this Section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

**J.13.6** The Contractor shall include in every subcontract the equal opportunity clauses of this Section so that such provisions shall be binding upon each Subcontractor or vendor.

**J.13.7** The Contractor shall take such action with respect to any Subcontractor as the Contracting Officer may direct as a means of enforcing these provisions, including sanctions for non-compliance.

**J.14** **BUY AMERICAN ACT PROVISION:**

The Contractor shall comply with the provisions of the Buy American Act (41 U.S.C. § 10a), including, but not limited to, the purchase of steel.

## **J.15 TERMINATION OR SUSPENSION:**

### **J.15.1 Cancellation before Notice to Proceed:**

The Department may cancel the Contract at any time before issuance of a Notice to Proceed, in the Department's sole discretion. Such a cancellation shall not be a breach of the Contract, and the Contractor shall not be entitled to any compensation or damages if cancellation occurs.

### **J.15.2 Termination for Default:**

The Department may terminate the Contract for default if the Contractor fails materially to perform any of its duties or obligations under the Contract. In particular, but without limitation, the Department may terminate the Contract if:

- J.15.2.1** the Contractor fails to prosecute the Work diligently, in accordance with the Project Schedule or to make such progress in the Work as the Department reasonably believes is necessary to complete the Project within the time required by the Contract; or
- J.15.2.2** the Contractor fails to perform the Work in a good and workmanlike manner or to correct defects in the Work promptly upon notice by the Department; or
- J.15.2.3** the Department reasonably determines that the Contractor has abandoned the Work, or has failed to pay laborers, mechanics, materialmen, Subcontractors or suppliers when payment is due; or
- J.15.2.4** becomes insolvent, makes an assignment for the benefit of creditors, files a voluntary petition under any chapter of the Bankruptcy Code or has an involuntary petition filed against it under any chapter of the Bankruptcy Code, or has a receiver appointed, or files for dissolution or otherwise is dissolved; or
- J.15.2.5** the Contractor fails to pay its debts in a timely manner or becomes insolvent or the Department reasonably determines that the Contractor does not have the financial ability to carry out its obligations under the Contract and the Contractor fails to give the Department prompt and reasonable assurances of its ability to perform.
- J.15.2.6** the Department must provide the Contractor with written notice of its intent to terminate the Contract under this provision seven (7) days before actually putting the termination into effect. If the Contractor has begun its curative action and has made progress satisfactory to the Department within the seven days, the Department may so notify the Contractor and the termination will not take effect. Otherwise, the termination shall take effect after seven days without further notice or opportunity to cure.



**J.15.2.7** If the Department terminates the Contract for default, the Department will have the right to take over the Work, to accept assignment of some or all Subcontracts or agreements with material suppliers, to take possession of the Project, to take and use all tools, equipment and supplies then being used in connection with the Work, and to finish the Project by whatever method it deems expedient, including accepting assignment of all outstanding Subcontracts and Supply Agreements.

**J.15.3 Termination for Convenience:**

**J.15.3.1** The Department may, upon seven (7) days written notice to the Contractor, terminate the Contract in whole or specified part, for its convenience, whether the Contractor is in breach of Contract or not. The notice of termination shall state the effective date of termination, the extent of the termination, and any specific instructions.

**J.15.3.2** After receiving notice of termination for convenience, the Contractor shall (1) stop work on the terminated portion of the Project as of the effective date of the termination and stop placing subcontracts or supply agreements thereunder; (2) consult with the Department regarding the disposition of existing orders and subcontracts, and use its best efforts to terminate them on terms favorable to the Department; (3) consult with the Department to decide what actions should be taken to protect work in place and equipment that has been delivered and not yet installed, and to render the site safe, and proceed to take such actions as may be agreed upon or, absent agreement, as may be reasonable; (4) take necessary or directed action to protect and preserve property in the Contractor's possession in which the Department has or may acquire an interest and, as directed by the termination notice or other order from the Department, deliver the property to the Department; and (5) promptly deliver to the Department all computer files it has prepared relating to the Project. The Contractor shall also promptly notify the Department, in writing, of any legal proceeding arising from any subcontract or supply agreement related to the terminated portion of the Project, and, in consultation with the Department, settle outstanding liabilities arising out of the terminated portion of the Project on the best terms reasonably possible.

**J.15.3.3** The Contractor shall be entitled to receive only the following with respect to the terminated portion of the Project: (1) Cost of Work performed up to the date of termination; (2) reasonable costs of terminating outstanding subcontracts and supply agreements and other similar wind-up costs in a reasonable amount; (3) a fair and reasonable portion of the overhead and profit attributable to the Work performed

on the terminated portion of the Project, up to the time of termination. The Contractor shall not be entitled to recover overhead or profits on unperformed portions of the Work. Further, if it appears to the Department that the cost of completing Work would have exceeded the Price, the Department shall have the right to adjust the settlement figure downward in an appropriate amount. In no case shall the Contractor be entitled to receive an amount in settlement for termination for convenience that would exceed the percentage value of the Work actually performed in accordance with the Contract, multiplied by the Price, and reduced by any damages, liquidated or otherwise, the Contractor may owe the Department.

**J.15.3.4** Payment of such amounts shall be the Contractor's sole remedy for termination for convenience.

**J.15.3.5** The Contractor shall, promptly after termination, submit a proposal for settlement of the amounts due to it as a result of the termination for convenience. The proposal shall be consistent with the requirements of Subparagraphs J.17.6.2 and shall be accompanied by such documentation of costs as the Department may reasonably require. Such documentation may include cost and price data in accordance with the Department's Regulations.

**J.15.4 Effect of Wrongful Termination:**

Any termination for cause, which is later determined to have been improperly affected, shall be deemed to have been a termination for convenience pursuant to Paragraph J.17.3 and shall be governed by that Paragraph.

**J.15.5 Continued Responsibility after Termination:**

If the Contractor is terminated, either for default or otherwise, the Contractor shall remain responsible for defects or non-conformities in all Work performed to the date of the termination.

**J.16.6 Suspension:**

**J.16.6.1 Suspension at the Convenience of the Department:**

The Department may at any time, with or without cause, suspend, delay, reduce or interrupt performance of all or any portion of the Work for such period or periods as the Department elects by giving the Contractor written notice specifying which portion of the Work is to be suspended and the effective date of such suspension. Such suspension, delay or interruption shall continue until the Department terminates such suspension, delay or interruption by written notice to the Contractor. No such suspension, delay, interruption or reduction by the Department shall constitute a breach or default by the Department under the Contract Documents. The Contractor shall continue to

diligently perform any remaining Work that is not suspended, delayed, reduced or interrupted and shall take all actions necessary to maintain and safeguard all materials, equipment, supplies and Work in progress affected by the suspension, delay, reduction or interruption.

**J.16.6.2 Payment upon Suspension for Convenience.**

In the event of suspension, delay, reduction or interruption for convenience by the Department, the Department shall pay the Contractor and the Price shall be increased by such amounts (subject to the payment and related requirements of the Contract Documents) as follows:

**J.16.6.2.1** Additional Costs of the Work, if any, which are incurred by the Contractor, its Subcontractors and Vendors as a result of continuing to maintain dedicated personnel, materials and equipment at the Site at the Department's request during any suspension, delay or interruption period, including for the purpose of safeguarding all material, equipment, supplies and the Work in progress caused solely by such suspension, delay or interruption ordered by the Department for convenience, but the Price shall be increased only if and to the extent such delay, suspension or interruption exceeds a period of thirty (30) consecutive days following commencement of the Work; and

**J.16.6.2.2** Other reasonable and unavoidable Costs of the Work, if any, which are directly related to any subsequent re-mobilization of the suspended, delayed or interrupted the Work caused solely by such suspension, delay or interruption ordered by the Department for convenience, but the Price shall be increased only if and to the extent such delay, suspension or interruption exceeds a period of thirty (30) consecutive days following commencement of the Work.

**J.16.6.2.3** Provided, however, that no adjustment shall be made to the extent that performance was otherwise subject to suspension, delay or interruption by another cause for which the Contractor is responsible. Furthermore, the Contractor shall not be entitled to an increase in overhead or profit for a suspension ordered by the Department.

**J.17 FALSE CLAIMS ACT:**

Contractor shall be governed by all laws and regulations prohibiting false or fraudulent statements and claims made to the government, including the prescriptions set forth in District of Columbia Code § 22-2514.

**J.18 INTERPRETATION OF CONTRACT:**

All of the documents comprising the Contract should be read as complementary, so that what is called for by one is called for by all. Ambiguities should be construed in favor of a broader scope of work for the Contractor, as the intent of the Contract is, with specific identified exceptions, to require the Contractor to assume entire responsibility for a Project. If there is any inconsistency among the documents comprising the Contract, the order of precedence among them is as follows, with the first listed document having the highest priority: this Agreement and its Exhibits. Any Change Order issued and executed by the Department shall supersede those portions of earlier dated Contract documents to which it pertains.

**J.19 INDEPENDENT CONTRACTOR:**

In carrying out all its obligations under the Contract, the Contractor shall be acting as an independent Contractor, and not as an employee or agent of the Department, or joint venture or partner with the Department. The Contractor shall have exclusive authority to manage, direct, and control the Work, and shall be responsible for all methods, techniques, sequences, and procedures, as well as for Project safety.

**J.20 CONFIDENTIAL INFORMATION:**

In the course of the Contractor's performance of the Work, the Department may make available to the Contractor information that the Department designates as trade secrets or other confidential engineering, technical and business information. As long as, and to the extent that, such information remains confidential and available to others only with the consent of the Department, or is not generally available to the public from other sources, the Contractor shall maintain such information in strict confidence and shall not disclose any such information to others (including its employees or Subcontractors), except to the extent necessary to enable the Contractor to carry out the Project. The Contractor shall similarly obligate any and all persons to whom such information is necessarily disclosed to maintain the information in strict confidence. The Contractor agrees that, in the event of any breach of this confidentiality obligation, the Department shall be entitled to equitable relief, including injunctive relief or specific performance, in addition to all other rights or remedies otherwise available.

**J.21 NO THIRD-PARTY BENEFICIARY RIGHTS:**

Nothing in this Agreement shall be construed as creating third-party beneficiary rights in any person or entity, except as otherwise expressly provided in this Agreement.

**J.22 MEDIA RELEASES:**

Neither the Contractor, its employees, agents or Subcontractors or material suppliers shall make any press release or similar media release related to the Project unless such press release have been discussed with the Department prior to its issuance.

**J.23 GOODS AND SERVICES:**

This Agreement shall be construed fairly as to all parties and not in favor of or against any party, regardless of which party prepared the Agreement.

**J.24 NOTICES:**

All notices or communications required or permitted under the Contract shall be in writing and shall be hand delivered or sent by telecopy or by recognized overnight carrier to the intended recipient at the address stated below, or to such other address as the recipient may have designated in writing. Any such notice or communication shall be deemed delivered as follows: if hand delivered, on the day so delivered, if sent by telecopy, on confirmation of successful transmission, and if sent by recognized overnight carrier, the next business day.

If to the Department:

If to the Contractor:

**George G. Lewis, CPPO**  
Interim Associate Director/Chief Contracting Officer  
Department of General Services  
2000 14th St, NW – 8<sup>th</sup> Floor  
Washington, DC 20009

This Paragraph shall be read as imposing minimum requirements for distribution of required contractual notices, and not as displacing distribution requirements with respect to periodic reports and other documents.

**J.25 LIMITATIONS:**

The Contractor agrees that any statute of limitations applicable to any claim or suit by the Department arising from this Contract or its breach shall not begin to run, or shall be deemed to be tolled, until Final Completion or, with respect to latent defects or nonconformities, such later time as the Department knew or should have known of the defect or nonconformity.

**J.26 BINDING EFFECT; ASSIGNMENT:**

The Contract shall inure to the benefit of, and be binding upon and enforceable by, the parties and their respective successors and permitted assigns. The Contractor acknowledges that, in entering into the Contract, the Department is relying on the

particular qualifications of the Contractor, and the Contractor therefore shall not delegate or assign any of its duties or obligations under the Contract, except in accordance with the Contract's provisions relating to subcontracting, or pursuant to the Department's prior written consent. The Contractor shall not assign its rights under the Contract, including the right to all or a portion of its compensation, without the Department's prior written consent. Any delegation or assignment made contrary to the provisions of this Paragraph shall be null and void.

**J.27 SURVIVAL:**

All agreements warranties, and representations of the Contractor contained in the Contract or in any certificate or document furnished pursuant to the Contract shall survive termination or expiration of the Contract.

**J.28 NO WAIVER:**

If the Department waives any power, right, or remedy arising from the Contract or any applicable law, the waiver shall not be deemed to be a waiver of the power, right, or remedy on the later recurrence of any similar events. No act, delay, or course of conduct by the Department shall be deemed to constitute the Department's waiver, which may be affected only by an express written waiver signed by the Department.

**J.29 REMEDIES CUMULATIVE:**

Unless specifically provided to the contrary in the Contract, all remedies set forth in the Contract are cumulative and not exclusive of any other remedy, the Department may have, including, without limitation, at law or in equity. The Department's rights and remedies will be exercised at its sole discretion, and shall not be regarded, as conferring, any obligation on the Department to exercise those rights or remedies for the benefit of the Contractor or any other person or entity.

**J.30 HEADINGS/CAPTIONS:**

The headings or captions used in this Agreement or its table of contents are for convenience only and shall not be deemed to constitute a part of the Contract, nor shall they be used in interpreting the Contract.

**J.31 ENTIRE AGREEMENT; MODIFICATION:**

The Contract supersedes all contemporaneous or prior negotiations, representations, course of dealing, or agreements, either written or oral. No modifications to the Contract shall be effective unless made in writing signed by both the Department and the Contractor, unless otherwise expressly provided to the contrary in the Contract.

**J.32 SEVERABILITY:**

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and in lieu of each such invalid, illegal or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such invalid, illegal or unenforceable provision as may be possible and be valid, legal and enforceable; each part of this Agreement is intended to be severable.

**J.33 ANTI-DEFICIENCY ACT:**

The Department's obligations and responsibilities under the terms of the Contract and the Contract Documents are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1350, 1351, (ii) the D.C. Code 47-105, (iii) the District of Columbia Anti-Deficiency Act, D.C. Code §§ 47-355.01 - 355.08, as the foregoing statutes may be amended from time to time, and (iv) Section 446 of the District of Columbia Home Rule Act. Neither the Contract nor any of the Contract Documents shall constitute an indebtedness of the Department, nor shall it constitute an obligation for which the Department is obligated to levy or pledge any form of taxation, or for which the Department has levied or pledged any form of taxation. IN ACCORDANCE WITH § 446 OF THE HOME RULE ACT, D.C. CODE § 1-204.46, NO DISTRICT OF COLUMBIA OFFICIAL IS AUTHORIZED TO OBLIGATE OR EXPEND ANY AMOUNT UNDER THE CONTRACT OR CONTRACT DOCUMENTS UNLESS SUCH AMOUNT HAS BEEN APPROVED, IS LAWFULLY AVAILABLE AND APPROPRIATED BY ACT OF CONGRESS.

**J.34 INDEMNIFICATION:**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Department and Department's consultants, agents, and employees from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees arising out of or resulting from performance of work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

**J.35 CHANGES:**

**J.35.1 Changes Authorized.**

The Department may, without invalidating the Contract, and without notice to or approval of any surety, order changes in the Work, including additions, deletions

or modifications. Any such change must be conveyed by the Department to the Contractor via written Change Directive or Change Order.

**J.35.1.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this Contract. The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this Contract, unless issued in writing and signed by the Contracting Officer.

**J.35.1.2** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the Contract price to cover any cost increase incurred as a result thereof.

**J.35.2 Executed Change Directive/Order Required.** Changes to the Agreement may be made only by a written Change Directive or Change Order executed by the Department.

**J.35.3 Prompt Notice**

In the event the Contractor encounters a situation, which the Contractor believes to be a change to this Agreement, the Contractor, shall provide the Department with prompt written notice of such event and the possible impact such event could have on cost and schedule. All such notices shall be given promptly, considering the then applicable situations, but in no event more than ten (10) calendar days after encountering the situation. The Contractor acknowledges that the failure to provide such notice in a timely manner could limit or eliminate the Department's ability to mitigate such events, and thus, the Contractor shall not be entitled to an adjustment in the event it fails to provide prompt notice. The Contractor shall include provisions similar to this provision in all of its subcontracts.

**J.35.4 Executed Change Orders Final.**

The Contractor agrees that any Change Order executed by the Department and the Contractor constitutes its full and final adjustment for all costs, delays, disruptions, inefficiencies, cumulative impact, accelerations, schedule impacts, or other consequences arising from the change in question, whether a Change Directive, or a Change Event, or from any claimed cumulative effect of changes made to the date of the Change Order, and that no further adjustments in compensation or time shall be sought or made with respect to the Change Directive or the Change Event giving rise to the Change Order.

**J.35.5 Failure to Agree.**

If the Contractor claims entitlement to a change in the Agreement, and the Department does not agree that any action or event has occurred to justify any change in time or compensation, or if the parties fail to agree upon the appropriate amount of the adjustment in time or compensation, the Department will unilaterally make such changes, if any, to the Agreement, as it determines are



appropriate pursuant to the terms of this Agreement. The Contractor shall proceed with the Work and the Department's directives, without interruption or delay, and may make a claim of this Agreement. Failure to proceed due to a dispute over a change request shall constitute a material breach of the Agreement and entitle the Department to all available remedies for such breach, including, without limitation, termination for default.

## **J.36 DISPUTES:**

### **J.36.1 Informal Resolution**

It is the mutual desire of the parties to resolve any disputes arising under, or otherwise related to, this Agreement in an informal manner and by consensus. Toward this end, should any such dispute arise, the parties shall use their best efforts to resolve the dispute without the need for formal litigation or process of any kind. In the event that any such dispute cannot be resolved by the parties' representatives, the parties shall arrange for representatives of their senior management to meet and, if possible, discuss the issue. If this process cannot resolve the problem, then either party may initiate arbitration in accordance with Section J.37.2 of this Agreement, if resolution is not reached in such manner, the Program Manager shall make a claim in accordance with this Section.

### **J.36.2 Formal Dispute Resolution Procedure.**

#### **J.36.2.1 Notice of Claim**

If the Contractor wishes to assert a claim over a Contract dispute, the Contractor shall provide written notice of the claim to the Department pursuant to procedures set forth in Section 4732 of the Department's procurement rules and Section 1004 of the District's Procurement Practices Reform Act of 2010 (PPRA).

#### **J.36.2.2 Contents of Notice of Claim**

The notice of claim shall state the nature of the claim, the events or circumstances giving rise to the claim, the type of relief requested, and the amount of time or additional compensation, or other damages sought. If the amount of time, compensation, or other damages sought is not reasonably ascertainable at the time such notice is provided, the Contractor shall so state, explain why, and provide whatever estimates it can reasonably provide. The notice shall state clearly that the Contractor intends to assert a claim against the Department.

#### **J.36.2.3 Appeal Procedures**

All claims arising under or in connection with the Agreement or its breach, or relating to the delivery of services, whether framed in Contract, tort or otherwise, and which are not resolved via the claims process may be resolved by filing an appeal with the District of Columbia Board of Contract Appeals in accordance with Title X of the Procurement Practices Reform Act of 2010 (PPRA). However, if a

third party brings any claim against the Department, including, without limitation, claims of infringement of patents, copyrights or other intellectual property rights, the Department may bring an action for defense or indemnification against the Contractor in the court in which such claim is being litigated.