

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



INVITATION FOR BIDS
REVISED ON 8-AUGUST-2017
Solicitation Number: DCAM-17-NC-0089

**COMPREHENSIVE JANITORIAL SERVICES
FOR THE PAT HANDY SHORT-TERM HOUSING 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) on the bid due date are eligible.

Date Issued: Tuesday July 25, 2017

**Pre-proposal/
Site Visit:** Thursday, July 27, 2017 at 10:00 a.m. – 12:00 p.m.
810 5th Street, N.W.
Washington, D.C. 20001

Bid Due Date: Monday, August 28, 2017 at 10:00 a.m.

Delivery of Bids: Department of General Services
Contracts and Procurement Division | 8th Floor
GEORGE G. LEWIS, CPPO c/o Domonique L. Banks
Associate Director/Chief Contracting Officer
Frank D. Reeves Center
2000 14th Street NW | 8th Floor
Washington, DC 20009

Public Bid Opening: Monday, August 28, 2017 at 10:15 a.m.
Frank D. Reeves Center
2000 14th Street NW
Washington, DC 20009
TIBER CREEK CONFERENCE ROOM | 5TH FLOOR

Contact: **Domonique L. Banks**
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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 to provide comprehensive janitorial services for the Pat Handy Short-Term Housing facility located at 810 5th 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 services necessary to successfully perform comprehensive janitorial/housekeeping and related 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 on the bid due date 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 Contract awarded pursuant to this IFB will be a firm, fixed, fully-loaded monthly rate Contract with a cost reimbursement component.

A.2 FORM OF CONTRACT:

A.2.1 Contract resulting from this IFB will include at a minimum the following:

- (a) The Award/Signature Page **Attachment K**
 - Acknowledgement of Amendments (See Award/Signature Page Section 13).
- (b) The IFB pages **2 –91**
- (c) The Contractor’s Submittals (i.e. applicable exhibits provided as attachments or incorporate by reference).
- (d) The Contractor’s pricing, as submitted substantially in the form of **Attachment D** Contract Pricing – Bid From.

A.3 TERM OF THE CONTRACT:

A.3.1 Contract Term: The term of the Contract will begin on Date of Award through one (1) 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 (1) optional 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 the Contract Pricing substantially in the form of **Attachment D** Contract Pricing - Bid Form.

A.3.4 Contract Duration: The total duration of this Contract, including the exercise of any options under this clause, shall not exceed five (5) years.

A.4 PRICING:

The Department is seeking pricing based on a firm, fixed fully loaded *monthly rate* for standard, daily janitorial services including fixed fully loaded pricing, per hourly and per session for supplemental services in accordance with the standards set by the Statement of Work (SOW) **Section B**. The Bidders price, 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 Contractor must provide pricing for every CLIN identified in **Attachment D** Contract Pricing – Bid From.

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

The Contractors pricing for the base period and each option shall be sufficient to cover all of the Contractor’s cost including, but not limited to all year-over-year labor wage increases, supervision, supplies (including all consumables), equipment, vehicles, gas, administrative, home office expenses, overhead, profit and all applicable year-over-year service cost increases due to applicable market increase and fluctuations.

A.5 PROCUREMENT SCHEDULE:

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

- Issuance of IFBTuesday, July 25, 2017
- Site Visit Thursday, July 27, 2017 from 10:00 -12:00
- *Last Day for Questions..... Thursday, August 17, 2017*
- Due Date & Time for Bid submission.....Monday, 28, 2017 at 10:00 a.m. EST
- Bid Opening.....Monday, 28, 2017 at 10:15 a.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	Frequently Asked Questions
Attachment D	Contract Pricing – Bid From
Attachment E	Bidder/Offeror Certification Form
Attachment F	Tax Affidavit
Attachment G	Subcontracting Plan Form
Attachment H	<i>Reserved</i>
Attachment I	First Source Employment Agreement Form
Attachment J	EEO Policy Statement Agreement
Attachment K	Award/Signature Page
Attachment L	2017 Living Wage Act Notice and Fact Sheet
Attachment M	U.S. Department of Labor Wage Determination No. 2015-4281 Revision No. 06 dated, May 8, 2017
Attachment N	DGS Standard Contract Provision dated, January 2016

SECTION B SCOPE OF WORK

B.1 PROJECT SUMMARY & BACKGROUND:

The District of Columbia's (the "District), Department of General Services, ("Department") is seeking a Contractor(s) to provide comprehensive janitorial and housekeeping related services for the state-of-the-art, six (6) level, 32,246 Square Foot DHS Pat Handy short-term housing facility located at 810 5th Street NW, Washington, D.C. 20001.

The site formally known as Gospel Rescue Ministries has been renovated to include Emergency and Transitional Housing for more than 220 women who participate in the John Young and Open Door programs located at Federal City Shelter. The newly named Patricia Handy Place for Women (PHP) has been so named in honor of the late legendary Department of Human Services (DHS) outreach worker, Patricia Handy. Patricia Handy Place is part of the District's all-8-Wards solution to ending homelessness in the District.

B.2 SERVICE STANDARDS:

The facility located at 810 5th Street, N.W. is a woman's shelter which houses a minimum of 220-beds for homeless tenants. In addition to tenant residents, the facility contains several Program Staff offices with a minimum of 64 on-site Staff covering the round-the-clock facility operating hours. The total daily minimum occupancy is 284; however, occupancy is subject to fluctuate during hyper/hypothermia events as described in **Section B.34**.

B.2.1 The specifications herein are a statement of the *minimum level* of janitorial and housekeeping services standards of performance that the Contractor shall provide. They are not intended to represent maximum performance levels or limitation of the effort the Contractor shall expend to accomplish said work. The task and expectations related to the janitorial and housekeeping function are 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 any contract terms or functions will be executed by a contract modification issued by the Contracting Officer.

B.2.2 All costs associated with complying with the requirements herein are included in the firm, fixed fully loaded monthly service rate for all janitorial services performed on a daily basis. 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 all 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 5th 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 and reliable commercial janitorial service best practices. 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. The Contractor shall deliver the Operations Plan to the COTR and or his/her designee within ten (10)-days of Award.

B.2.4.1 Service Hours:

This is a twenty-four (24)-hour operation, thus janitorial services are required seven (7) days a week, 24 hours a day, including all Holidays.

B.2.4.2 Staffing and Shift Requirements:

The Contractor shall provide full-time staffing (*only*) for three (3) shifts as per the below table. The Contractor shall provide the COTR and or his/her designee with a staffing schedule to include full names of each Janitor and Supervisor, contact information and designated shifts. The Contractor shall maintain the shift schedules and staffing requirements established by the District, throughout the term of the contract without exception. Changes to the schedule and shifts are not permitted without the approval of the Government and shall require a modification to incorporate any Government approved changes. The Contractor shall deliver the Staffing Schedule to the COTR within ten (10)-days of Contract Award.

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	(4) Janitorial Staff (1) Supervisor
3RD SHIFT	12:00 AM - 8:00 AM	8	(1) Janitorial Staff

B.2.4.3 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 http://www.osha.gov/pls/oshaweb/owasrch.search_form?p_doc_type=standards&p_toc_level=0	2003 Ed.
2	U.S. Law	Environmental Protection Agency (EPA) 42 USC sections 6901-6976 Concerning Hazardous Substances and Waste http://codes.lp.findlaw.com/uscode/42/82/1/6901	Most Recent
3	U.S. Law	40 CFR, Parts 260, 261, 264, 265, 268, 270, and 273 http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?tpl=/ecfrbrowse/Title40/40tab_02.tpl	Most Recent
4	Executive Order 13101	Greening the Government Through Waste Prevention, Recycling, and Federal Acquisition http://www.epa.gov/epp/pubs/13101.pdf	1998

Item No.	Document Type	Title	Version/Date
5	OCP Document (Directive)	OCP Directive 1303.00 Environmentally Preferable Purchasing http://ocp.dc.gov/DC/OCP/e-Library/OCP+Policies+and+Procedures/Environmentally+Preferable+Purchasing	10/01/2003
6	Industry Standards and Specifications	Vacuum Cleaner "Green Label/Green Label Plus" Testing Program http://www.carpet-rug.org/commercial-customers/cleaning-and-maintenance/seal-of-approval-products/vacuums.cfm	Most Recent
7	Industry Standards and Specifications	ANSI/ASEE A1264.2-2006 Provision of Slip Resistance on Walking/Working Surfaces Guidelines http://global.ihs.com/doc_detail.cfm?currency_code=USD&customer_id=2125492B3C0A&oshid=2125492B3B0A&shopping_cart_id=29255833284950344E5B2D332C0A&rid=Z56A&input_doc_number=ANSI%20A1264%2E2&mid=5280&input_doc_number=ANSI%20A1264%2E2&country_code=US&lang_code=ENGL&item_s_key=00388431&item_key_date=931231&input_doc_number=ANSI%20A1264%2E2&input_doc_title	Most Recent

8	Consent Decree	District - Sierra Club Consent Decree http://www.environmentalintegrity.org/news_reports/documents/ConsentDecree.pdf	Most Recent
9	Federal Guidelines	Center for Disease Control Protocols http://www.cdc.gov/	Most Recent
10	Industry Standard	ASTM E1971-05(2011): Standard Guide for Stewardship for the Cleaning of Commercial and Institutional Buildings www.astm.org	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 agent that frees from infection; especially a chemical that destroys vegetative forms of harmful microorganisms (such as bacteria and fungi) especially on inanimate objects that may be less effective in destroying spores. Disinfectant shall be non-caustic or harmful to the floors or fixtures that it is used upon and be effective against, but not limited to the following pathogens:

- Pseudomonas aeruginosa (*Pseudomonas*)
- Staphylococcus aureus (*Staph*)
- Staphylococcus aureus - Methycillin resistant (*MRSA*)
- Enterococcus faecalis - Vancomycin resistant (*VRE*)
- Klebsiella pneumonia
- Influenza A (*2009 H1N1*)
- HIV - 1 (*AIDS virus*)
- Hepatitis B (*HBV*)

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.

- I. 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.
- II. 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.
- III. 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.
- IV. 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.
- V. “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.
- VI. 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.
- 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, all kitchen appliances (i.e. refrigerator and microwave).
Note: Refrigerator cleaning is limited to exterior only.

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 ensures 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. In general it is the expectation of the Government that the Contractor shall clean and maintain all floor surfaces (including elevators) in a manor such that the floors are visibly clean, without any smudges, dust, dirt, removable soil substances, evidence of gum, bums, scuffmarks, wax and or dirt build-up in corners or crevices, etc.

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 surfaces shall be maintained clean and disinfected, 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 as a standard planned services on quarterly basis (and or as frequently as required to maintain the floor care standards set herein). 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, scuffs and skipped areas. The finished area shall have a uniform luster.

B.5.2.5.1 Sealing: The Contractor shall apply industry standard sealant to appropriate floors on a quarterly 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.5.2.6 Buff and Shine: The Contractor shall perform buffing in high traffic areas on a daily basis and low traffic areas on a weekly basis (and or in both instances as frequently as required to maintain the floor care standards described herein). All floors shall be buffed to an industry and manufacture standards to eliminate all spots. 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.5.2.7 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.5.2.8 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.5.2.9 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 and or his/her designee so they can be replaced. Mats and runners shall be stored in accordance with the ANSI/ASEE 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 COTR and or his/her designee 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 COTR and or his/her designee has determined that they are no longer required.

B.5.2.10 Rubberized or Specialized Mats: Certain facilities have specialized flooring, for further details regarding specialized flooring needs.

B.5.2.11 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.5.2.12 Tile & Grout (various types): 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.5.2.13 Concrete: These floors shall be swept and cleaned with a damp mop.

B.5.2.14 Carpeting: *Reserved*

B.6 STANDARD RESTROOM(s), SHOWER ROOM(s), 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), 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, underneath 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 area 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 part of the standard service monthly. The Contractor shall refill all dispensers 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 dorm rooms. Automatic air-fresheners shall be replenished as per manufactures recommendations. Supplies for dispensers including but not limited to toilet seat covers, toilet tissue, paper hand 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.5.**

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, scuff marks and markings of any sort. 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 Contractor 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.7.3.1 Private long-term residents bedrooms/dorm rooms located on the 5th floor are included as part of the daily janitorial requirements. The individual, locked bedrooms/dorm rooms shall be cleaned daily and in accordance with the standards set herein without exception. The Contractor shall work with the On-site Program Staff to coordinate the daily interior cleaning services of the locked, individual bedrooms/dorm rooms.

B.7.3.2 The Private long-term resident's bedrooms/dorm rooms shall be deep-cleaned on an as-needed basis during the transition of the departure of a current resident and prior to the arrival of a new resident. All deep-cleaning services will be coordinated through the on-site Program Staff.

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. 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 and in accordance with the floor care standards set in **Section B.5**. All elevators shall be serviced daily and as frequently as required to maintain all standards set herein.

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 only** 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 tenant and 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 exterior and interior of all microwave appliances shall be wiped down and cleaned at a minimum of three (3) times daily; 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. All furniture (i.e. chairs, tables, sofas, etc.) shall be wiped down with the appropriate cleaning solution for the subject furniture material and shall be kept clean, sanitary and free of dirt, smudges, spots food etc. **[EXAMPLE: The expected service level for the Program Staff conference room located on the 2nd (REAR) floor – The conference room furniture should be cleaned and polished daily with the appropriate products for the subject furnishings].** The Contractor shall report any damaged furniture to the COTR, and or his/her designee for repair at the cost of the District.

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; ensuring but not limited to the following:

B.8.1 Room furnishings and walls shall be free of obvious dirt and dust, cobwebs, and stains. The Contractor shall report any damaged furniture to the COTR, and or his/her designee for repair at the cost of the District;

B.8.2 Floor surfaces shall be maintained, clean, and free of dirt, soil substances and debris; walls and baseboards shall always be free of water splashes, scuff marks and markings of any sort;

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.8.5 The Contractor shall remove all lint from laundry room dryers and the exterior dryer vent connections on a daily basis.

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 and or as frequently as required to maintain the standards set herein.

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 (3) 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 (3) 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, loose dirt and other such matter.

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: *Reserved.*

B.10.3 Hazardous Materials: The Contractor shall notify the COTR and or his/her designee 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 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.10.3.1 The Contractor shall set aside all broken furniture, wooden pallets and similar large objects for bulk trash collection pick-up and notify the COTR and or his/her designee immediately.

B.10.3.2 The Contractor's Janitorial Staff and Supervisors shall maintain a log book and record all bulk-trash removal request. The log book shall record at a minimum the following information: Date, Reporting Staff, type of hazardous material, approximate amount of bulk trash, date COTR notification was given, signature for the reporting staff and signature for the COTR.

B.10.4 Trash and Recyclables Collection Process: *Reserved*

B.10.5 Collection and Disposal: *Reserved*

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 Interior Window Cleaning: 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 a daily basis without exception.

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

B.10.8.1 Daily Dusting: All blinds and coverings, cord tapes, and valances shall be clean and free of dust and spots.

B.10.8.2 Semi-Annual Washing: Both sides of blinds and coverings shall be washed. At a minimum, thorough window and blind covering services shall be completed on a semi-annual basis (twice a year). Thorough cleaning services shall include removing, washing and reinstalling blinds.

B.10.8.3 Non-operational blinds and coverings shall be reported to the COTR, and or his/her designee for repair at the cost of the District.

B.11 EXTERIOR CLEANING & PRESSURE-WASHING REQUIREMENTS:

The Contractor shall provide exterior cleaning including pressure-washing as a standard, planned service as prescribed 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, or as frequently required to prevent trash and debris from accumulating; this includes the possible deposition of syringes, human and avian excrement.

The Contractor shall ensure all personnel performing exterior policing requirements as described herein 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 every three (3)-hours;
- 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.11.1.5 Power/Pressure-washing:** The Contractor shall pressure/power wash the exterior hard-surface areas surrounding the building on a weekly basis or as frequently as required to maintain all standards set herein.

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 cloudy.

B.11.3 Exterior Window Washing:

- B.11.3.1** The Contractor shall provide exterior window washing of all ground-level windows as a standard planned services on a weekly basis without exception. 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.

B.11.3.2 The Contractor shall provide exterior window washing of above ground-level exterior windows as a supplemental service on an annual basis. The Contractor shall ensure both sides of the glass are cleaned free of dirt, grime, streaks and moisture, and shall not be cloudy. The Contractor shall wipe clean window sashes, sills, woodwork, and other areas surrounding the glass so that the area is free of drippings and other watermarks. The Contractor shall be compensated for these supplemental services as described in **Section B.13**.

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.11.4 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 1st shift and once during 2nd 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.11.5.3 The Contractor shall power-wash the exterior hard surface areas including but not limited to sidewalks, driveways, walkways, steps, handicap ramps, side entrances, etc. on a weekly basis. Hardscape areas shall be cleaned 100% free of all dirt, stains, gum, oil, tar and residue to present a high quality appearance.

B.11.6 Exterior Ash Receptacles and Trash Containers:

The Contractor shall collect and remove all trash to a location designated by the COTR and or his/her designee. 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 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).

B.12 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.12.1 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.12.2 Outdoor populations of potentially indoor-infesting species that are within the property boundaries.

B.12.3 Nests of stinging insects within the property boundaries.

B.12.4 All excluded pest populations that are incidental invaders inside the building, including winged termite swarmer's emerging indoors.

B.12.5 The Contractor shall notify the COTR if it notices any pests. All pest management and or trapping devices used to achieve pest and rodent control inside and outside the facility are monitored by a third-party Pest Control Contractor; however, the Janitorial Contractor is responsible for notifying the COTR and or his/her designee immediately after discovery of any pest.

B.12.5.1 The Contractor’s Janitorial Staff and Supervisors shall maintain a log book and record all pest sightings daily. The log book shall record at a minimum the following information: Date, Reporting Staff, location (floor, room), and pest type, date COTR notification was given, signature for the reporting staff and signature for the COTR.

B.13 SUPPLEMENTAL SERVICES:

The Contractor shall provide supplemental janitorial/housekeeping related services which are not included in the fixed fully loaded monthly rate for standard planned services on an as-needed basis and only at the request of the COTR unless otherwise expressed herein.

B.13.1 The Contractor shall not perform or bill for any supplemental services unless requested and authorized by the COTR and or CO in writing.

B.13.2 The Contractor shall submit for the COTRs approval a written estimate for all requested supplement services. Any work to be subcontracted, the Contractor shall submit to the COTR, three (3) independent estimates detailing materials and labor to accomplish said work (excluding any requested additional short-term labor services or exterior above ground-level annual window-washing services established in **Attachment D** Contract Price – Bid From.

B.13.2.1 The contractor shall include with a complete vendor or subcontractor (*if relevant*) proposals for the COTRs review and approval.

B.13.2.2 The price shall include the Contractor's reasonable cost for parts/supplies, General and Administrative (G&A) fees, and negotiated profit, not to exceed a total of ten (10%). There shall only be one (1) mark-up for profit, overhead, G&A, etc. (per repair/proposal) under the terms of this contract. The District will confirm the Contractor’s estimated price as fair and reasonable through an independent District estimate of the services.

B.12.2.3 Potential Janitorial Supplement Services subject to Cost Reimbursement are but not limited to the following:

- a. On-call, as-needed Janitorial staffing for unplanned special events (***excluding*** hyper/hypothermia events as described in **Section B.34**). **Note:** Hourly labor rates will be applied and billed based on the predefined contract price established in **Attachment D**.
- b. Deep Cleaning Services.
- c. Additional (outside planned standard service requirements) stripping, sealing and waxing floor services.

- d. Additional (outside planned, standard service requirements) exterior hard-surface power/pressure washing.
- e. On-call, as-needed exterior above ground-level window washing services. Note: Services will be billed at predefined fixed rate established in **Attachment D**.

B.14 COST REIMBURSEMENT CEILING:

B.14.1 The annual Cost Reimbursement ceiling for this contract is **\$10,000.00**.

B.14.2 The costs for performing supplemental services under this contract shall not exceed the cost reimbursement ceiling as specified in **Section B.14.1**.

B.14.2.1 Contractor will be reimbursed when supplemental services are approved in writing by the COTR and or the COTRs designated representative.

B.14.2.2 All reimbursable services in excess of \$10,000.00 will require the additional CO's approval in writing and or thru issuances of a Task Order.

B.14.2.3 The Contractor shall use the established hourly labor rate or the fixed, flat rate for the predefined janitorial related supplemental services.

B.14.2.4 The Contractor shall submit a separate invoice for each incident or occurrence as described herein.

B.14.3 The Contractor agrees to use its best efforts to perform any requested supplemental services for this contract and to meet all obligations under this contract within the cost reimbursement ceiling.

B.14.4 The Contractor must notify the CO, in writing; whenever it has reason to believe that the total cost for performing any requested supplemental services will be either greater or substantially less than the cost reimbursement ceiling.

B.14.5 As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of performing requested supplemental services.

B.14.6 The District is not obligated to reimburse the Contractor for costs incurred in excess of the cost reimbursement ceiling specified in **Section B.14.1**, and the Contractor is not obligated to continue performance under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the cost reimbursement ceiling specified in **Section B.14.1**, until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised cost reimbursement ceiling for performing this contract.

B.14.7 *No notice*, communication, or representation in any form from any person other than the CO shall change the cost reimbursement ceiling. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the costs reimbursement ceiling, whether such costs were incurred during the course of contract performance or as a result of termination.

B.14.8 If any cost reimbursement ceiling specified in **Section B.14.1** is increased, any costs the Contractor incurs before the increase that are in excess of the previous cost reimbursement ceiling shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

B.14.9 A change order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in **Section B.14.1**, unless the change order specifically increases the cost reimbursement ceiling.

B.14.10 Only costs determined in writing to be reimbursable in accordance with the cost principles set forth in rules issued pursuant to Title VI of the D.C. Procurement Practices Act of 1985 shall be reimbursable.

B.15 GREEN CLEANING:

B.15.1 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.15.2 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.15.3 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.15.3.1 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.15.4 Supplies and Green Products

B.15.4.1 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.15.4.2 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 and shall be housed at each facility and copies provided to the COTR upon request.

B.15.4.3 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:

Janitorial Products Subject to Green Cleaning or Environmentally Friendly Clause	
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.15.5 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:

Janitorial Products Subject to Prohibited Cleaning Products Clause	
Alkyl phenol Ethylates	Naphthalene
Benzyl Alcohol	Nitrilotriacetic 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.16 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 the 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.16.1 Staff Attire and Identification:

B.16.1.1 The Contractor’s staff shall wear neat, clean, and professional attire. The attire shall include distinctive apparel identifying staff as Contractor’s employees.

B.16.1.2 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.17 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. The SCP shall be provided to the COTR within 30-days of award.

B.18 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.19 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.19.1 Training:

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 requirements defined in this contract.

B.19.2 Staff Code of Conduct:

Staff members shall not have any personal outside relationships with residents anytime or exchange personal information.

B.20 EMPLOYEE CONTACT INFORMATION:

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 assigned to the job site (names, titles & phone numbers) to the COTR within ten (10)-days of award and immediately following the termination and or hiring of new personnel.

B.20.1 Communication:

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

B.21 DAILY SIGN-IN AND SIGN-OUT:

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

B.21.1 The Contractor's Janitorial Staff and Supervisors shall maintain a log book containing daily Sign-in / Sign-out sheets. The daily Sign-in / Sign-out logs at a minimum shall be organized as follows: One log sheet per day, dated; space provided for each individuals first and last name, badge number (where applicable), time in, time out, reason, initials.

B.21.1.1 The Contractor shall provide the Sign-in / Sign-out Log book to the COTR for review and acceptance five (5)-day following contract award.

B.22 SECURITY REQUIREMENTS:

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

B.22.1 The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152).

B.22.2 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 check and at no time provide services to youth residences independent of supervision.

- B.22.3** 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.22.4** 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.22.5** The Contractor's staff shall wear neat, clean, and professional attire. The attire shall include distinctive apparel identifying staff as Contractor's employees.
- B.22.6** 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.22.7** 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.22.8** The Contractor shall obtain facility access badges for all staff, including staff of subcontractor(s), if applicable, prior to providing services. The awarded Contractor is 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 required steps/forms. Contractor shall not be granted access to DGS facilities if they do not show proper credentials/badges. The Contractor shall obtain clearance and credentials by completing the following steps:
- I. Visit the Metropolitan Police Department Henry J. Daly Bldg., 300 Indiana Avenue NW;
 - II. 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.23 SAFETY REQUIREMENTS:

B.23.1 The Contractor shall be responsible for complying with all applicable District and Federal rules, regulations and practices relating to safety on the job site; for all injury to persons or damage to property that occurs as a result of the Contractor's negligence and shall take proper safety and health precautions to protect the work, the workers, the tenants and District property; and for all materials delivered and work performed until completion and acceptance of the entire work in writing by the COTR.

B.23.2 The Contractor shall provide and ensure that all its personnel at the work sites properly wear all applicable safety devices and apparel required by the United States Occupational Safety and Health Administration (OSHA) including, but not limited to:

- B.23.2.1** Back support devices
- B.23.2.2** Eye protection
- B.23.2.3** Hearing protection
- B.23.2.4** Hand protection
- B.23.2.5** Head protection
- B.23.2.6** Foot protection

B.23.3 The District has the right to inspect all areas for safety violations at its discretion, direct the Contractor to make immediate improvement of necessary conditions and/or procedures, and/or stop the work if other hazards are deemed to exist.

B.23.4 Notwithstanding any provision to the contrary, the District shall not be obligated to make an equitable adjustment for any work stoppage that results from safety hazards created by the Contractor. In the event that the Contracting Officer directs the work to stop because of existing safety hazards after the Contractor has been notified and provided ample time to correct, the Contractor shall bear all costs for eliminating the hazard(s) and shall not be granted compensation for the work stoppage.

B.23.5 The Contractor shall immediately notify the COTR if the job site is visited by an OSHA official for compliance of the Occupational Safety and Health Act or any other safety regulatory requirements.

B.24 FIRE PREVENTION:

B.24.1 The Contractor shall be responsible for establishing and maintaining an effective fire prevention program for its employees and the District property being serviced on the job site.

B.24.2 The Contractor shall be knowledgeable and train all its employees on the job site to fulfill the requirements of this Statement of Work on the procedures, means of egress and methods of reporting fires on the job sites.

B.25 SMOKE FREE ENVIRONMENT:

The District's facilities are smoke free. The Contractor is responsible for adhering to all applicable rules and regulations regarding maintenance of a smoke free environment on the job sites.

B.26 ACCIDENT REPORTS:

The Contractor shall immediately notify the COTR of any accidents on the job site arising from the performance of this SOW that involve bodily injury to Contractor's employees or District workers or both, building occupants, visitors, or other persons.

B.27 PROPERTY DAMAGE NOTIFICATION:

Any damage caused by the Contractor or its employees to District property shall be promptly repaired or replaced by the Contractor at the Contractor's expense.

B.28 EQUIPMENT AND SUPPLIES:

B.28.1 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 within ten (10)-days following contract award.

B.28.2 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.29 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:

- I. Operating policies and procedures with emphasis on customer service, quality, and responsiveness;
- II. 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;
- III. Respond within two (2) hours to routine service calls;
- IV. Respond within one (1) hour to urgent service calls;
- V. 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
- VI. Notify the COTR immediately if a service call cannot be resolved.
- VII. The Contractor shall remain on the job until each emergency situation is corrected.

B.30 QUALITY CONTROL PLAN (QCP):

B.30.1 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 within 30-days of contract award. The Contractor will begin work on a probationary period until the QCP is accepted and the proper security clearances obtained. Refer to **Section B.22** of the solicitation, concerning proper security clearance requirements.

B.30.2 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:

- I. How the Contractor will control quality of supplies and services;
- II. How project management, inspections, plan implementation, process improvement changes, correction of deficiencies, and green cleaning compliance will be accomplished;
- III. How it will monitor and respond to service calls and the resolution of complaints;
- IV. Integration of resolutions to complaints and corrective actions to improve service delivery;

- V. 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.31 COMMUNICATION PLAN:

B.31.1 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.31.2 The Contractor shall prepare and provide to the COTR, and or his/her designate 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 Contractor shall provide the CP for the COTR's review and approval within ten (10)-day of contract award. The Communication Plan shall include, at a minimum, detailed provisions for:

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

B.32 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. The Contractor shall provide the ECP for the COTR's review and approval within five (5)-days following Contract award. A copy of this document shall be made available to the COTR upon request.

B.33 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. The Contractor shall provide the PP for the COTR's review and approval within ten (10)-days following Contract award. A copy of this document shall be made available to the COTR upon request.

B.34 HYPER/HYPOTHERMIA PLAN(S):

The District of Columbia is committed to protecting residents experiencing homelessness from extreme weather injury by meeting the demand for shelter during hypothermia (not enough heat) and hyperthermia (too much heat) seasons. The District's Winter Plan for homeless services went into effect on November 1. When the temperature falls below 32° Fahrenheit between November 1 and March 31, all residents who are experiencing homelessness must be housed. During these seasons the Pat Handy Shelter will be open to at-need residents for extended hours and as such the population traffic may increase. At no additional cost to the District, the Contractor shall also prepare and mobilize hyper/hypothermia plans that outline the steps that they will take to maintains all sanitation standards set herein to include but not limited to ramping-up staff, cleaning frequencies, increased area policing, etc. The Contractor shall prepare and provide the Hyper/Hypothermia Plans to the COTR for review and approval within ten (10)-days of Contract Award.

B.35 MEETINGS:

B.35.1 Monthly:

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

B.35.2 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.35.3 Partnering Meeting:

B.35.3.1 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.35.3.2 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.36 CONTRACT DELIVERABLES:

The Contractor shall perform the activities required to successfully complete the District’s requirements and submit each deliverable to the COTR and or his/her designee identified in **Section I.2.2.1.6** in accordance with the following:

<u>SECTION</u>	<u>DELIVERABLE</u>	<u>FORMAT/METHOD OF DELIVERY</u>	<u>DUE DATE</u>
B.2.4	Operations Plan	The Contractor shall develop a comprehensive and detailed operations plan designed to adequately staff and meet the standard service level requirements outlined in the 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.	10-days Post Award
B.2.4.2	Shift Staffing Schedule	The Contractor shall provide the COTR and or his/her designee with a staffing schedule to	10-days Post Award

		include full names of each Janitor and Supervisor and designated shifts.	
B.12.5.1	Pest Log Book	The Contractor's Janitorial Staff and Supervisors shall maintain a log book and record all pest sightings daily. The log book shall record at a minimum the following information: Date, Reporting Staff, location (floor, room), pest type, date COTR notification was given, signature for the reporting staff and signature for the COTR	Log-book provided an approved by the COTR 10-days Post Award / The Log-book shall be updated by each individual instance
B.10.3	Hazardous Material	The Contractor's Janitorial Staff and Supervisors shall maintain a log book and record all bulk-trash removal request. The log book shall record at a minimum the following information: Date, Reporting Staff, type of hazardous material, approximate amount of bulk trash, date COTR notification was given, signature for the reporting staff and signature for the COTR	Log-book provided an approved by the COTR 10-days Post Award / The Log-book shall be updated by each individual instance
B.15.3	Green Product Volume Report	The Contractor's shall submit to the COTR a Green Cleaning Product Volume Report, 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	Monthly

		products, and products and/or services that minimize the use of energy, water, and other resources.	
B.17	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.	30-days Post Award
B.20	Employee 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 assigned to the job site (names, titles & phone numbers) to the COTR.	10-days Post Award/ Immediately following the termination and or hiring of new personnel
B.21	Daily Sign-in /Sign-out Log Book	The Contractor's Janitorial Staff and Supervisors shall maintain a log book containing daily Sign-in / Sign-out sheets. The daily Sign-in / Sign-out logs at a minimum shall be organized as follows: One log sheet per day, dated; space provided for each individuals first and last name, badge number (where applicable), time in, time out, reason, initials.	Log-book provided an approved by the COTR 10-days Post Award / The Log-book shall be used by each staff member daily
B.28	Equipment Inventory	The Contractor shall provide an inventory list of	10-days Post Award

		equipment and supplies that will be used to fulfill the requirements of this contract to the COTR	
B.30	Quality Control Plan (QCP)	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.	30-days Post Award
B.31	Communication Plan	The Contractor shall prepare and provide to the CO, COTR, and or his/her designate 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.	10-days Post Award
B.32	Exposure 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	10-days Post Award

B.33	Pandemic Plan	The Contractor shall 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.	10-days Post Award
B.34	HYPER/HYPOTHERMIA Plan(s)	At no additional cost to the District, the Contractor shall also prepare and mobilize hyper/hypothermia plans that outline the steps that they will take to maintains all sanitation standards set herein to include but not limited to ramping-up staff, cleaning frequencies, increased area policing, etc.	10-days Post Award

**SECTION C
ECONOMIC INCLUSION**

C.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES:

C.1.1 For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor’s Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project’s labor force:

C.1.2 At least fifty-one (51%) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

C.1.3 The Contractor shall negotiate an Employment Agreement with the Department of Employment Services (“DOES”) for jobs created as a result of this contract. The DOES shall be the Contractor’s first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

C.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS:

The Contractor shall be bound by the Wage Determination No. 2015-4281, Revision No. 6, date of last revision: 05/08/2017, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as **Attachment M** of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the Standard Contract Provisions (SCP). If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

C.3 PUBLICITY:

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

C.4 FREEDOM OF INFORMATION ACT:

The District of Columbia Freedom of Information Act, at *D.C. Official Code § 2-532 (a-3)*, requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection

I.22.1.6 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with *D.C. Official Code §2-532* and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

C.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT:

C.5.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 et seq. (“First Source Act”).

C.5.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, **Attachment I** in which the Contractor shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the DOES; and
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

C.5.3 The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - (a) Name;
 - (b) Social security number;
 - (c) Job title;
 - (d) Hire date;
 - (e) Residence; and

(f) Referral source for all new hires.

C.5.4 If the contract amount is equal to or greater than \$300,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

C.5.5 With the submission of the Contractor's final request for payment from the District, the Contractor shall:

- (1) Document in a report to the Contracting Officer its compliance with the **Section C.5.4** of this clause; or
- (2) Submit a request to the Contracting Officer for a waiver of compliance with **Section C.5.4** and include the following documentation:
 - (a) Material supporting a good faith effort to comply;
 - (b) Referrals provided by DOES and other referral sources;
 - (c) Advertisement of job openings listed with DOES and other referral sources; and
 - (d) Any documentation supporting the waiver request pursuant to **Section C.5.6**.

C.5.6 The Contracting Officer may waive the provisions of **Section C.5.4** if the CO finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

C.5.7 Upon receipt of the Contractor's final payment request and related documentation pursuant to **Section C.5.5** and **Section C.5.6**, the Contracting Officer shall determine whether the Contractor is in compliance with **Section C.5.4** or whether a waiver of compliance pursuant to **Section C.5.6** is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two (2) business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

C.5.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to **Section C.5.5**, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of Five Percent (5%) of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in this contract any decision of the CO pursuant to this **Section C.5.8**

C.5.9 The provisions of sections **C.5.4** through **C.5.8** do not apply to nonprofit organizations.

C.6 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended:

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

C.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA):

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

C.8 WAY TO WORK AMENDMENT ACT OF 2006:

C.8.1 Except as described in **Section C.8.8** below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.

C.8.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage.

C.8.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

C.8.4 The DOES may adjust the living wage annually and Contractor will find the current living wage rate on its website at www.does.dc.gov.

C.8.5 The Contractor shall provide a copy of the Fact Sheet attached as **Attachment L** to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as **Attachment L** in a conspicuous place in its place of business. The Contractor shall include in any subcontract for

\$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

C.8.6 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

C.8.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of *D.C. Official Code §32-1301 et seq.*

C.8.8 The requirements of the Living Wage Act of 2006 do *not* apply to:

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (*D.C. Law 5-48; D.C. Official Code § 44-501*); and

- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

C.8.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

C.9 SUBCONTRACTING REQUIREMENTS:

C.9.1 Mandatory Subcontracting Requirements

- C.9.1.1** 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 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).
- C.9.1.2** If there are insufficient SBEs to completely fulfill the requirement of paragraph C.9.1.1, then the subcontracting may be satisfied by subcontracting 35% 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.9.1.3** 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.9.1.1** and **C.9.1.2**.
- C.9.1.4** Except as provided in **C.9.1.5** and **C.9.1.7**, a prime contractor that is a CBE and has been granted a proposal 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.
- C.9.1.5** A prime contractor that is a certified joint venture and has been granted a proposal 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.

C.9.1.6 Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.

C.9.1.7 A prime contractor that is a CBE and has been granted a proposal 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.

C.9.2 Subcontracting Plan:

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section **C.9.1** of this clause. The plan shall be submitted as part of the proposal and may only be amended after award 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 after award shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

- (1) The name and address of each subcontractor;
- (2) A current certification number of the small or certified business enterprise;
- (3) The scope of work to be performed by each subcontractor; and
- (4) The price that the prime contractor will pay each subcontractor.

C.9.3 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, CA, District of Columbia Auditor and the Director of DSLBD.

C.9.4 Subcontracting Plan Compliance Reporting:

C.9.4.1 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:

- (A) The price that the prime contractor will pay each subcontractor under the subcontract;
- (B) A description of the goods procured or the services subcontracted for;
- (C) The amount paid by the prime contractor under the subcontract; and

(D) A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.

C.9.4.2 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.9.5 Annual Meetings:

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

C.9.6 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.9.7 Enforcement and Penalties for Breach of Subcontracting Plan:

C.9.7.1 A 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.9.7.2 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.9.7.3 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 Article 8 of the Standard Contract Provisions **Attachment N**, Default.

C.10 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL:

The key personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the CO at least thirty (30) calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the CO for any proposed substitution of key personnel.

C.11 AUDITS AND RECORDS:

C.11.1 As used in this clause, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

C.11.2 Examination of Costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the CO, or an authorized representative of the CO, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor’s plants, or parts of them, engaged in performing the contract.

C.11.3 Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the CO, or an authorized representative of the CO, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor’s records, including computations and projections, related to:

- a. The proposal for the contract, subcontract, or modification;
- b. The discussions conducted on the proposal(s), including those related to negotiating;
- c. Pricing of the contract, subcontract, or modification; or
- d. Performance of the contract, subcontract or modification.

C.11.4 Comptroller General:

C.11.4.1 The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor’s directly pertinent records involving transactions related to this contract or a subcontract hereunder.

C.11.4.2 This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

C.11.5 Reports. If the Contractor is required to furnish cost, funding, or performance reports, the CO or an authorized representative of the CO shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating:

- a. The effectiveness of the Contractor’s policies and procedures to produce data compatible with the objectives of these reports; and

- b. the data reported.

C.11.6 Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in clauses C.11.1 through C.11.5, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any shorter period specified in the solicitation, or for any longer period required by statute or by other clauses of this contract. In addition:

- a.If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until three (3) years after any resulting final termination settlement; and
- b.The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

C.11.7 The Contractor shall insert a clause containing all the terms of this clause, including this section **C.11.7**, in all subcontracts under this contract that exceed the small purchase threshold of \$100,000, and:

- a.That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable type or any combination of these;
- b.For which cost or pricing data are required; or
- c.That requires the subcontractor to furnish reports as discussed in C.11.5 of this clause.

C.12 ADVISORY AND ASSISTANCE SERVICES:

This contract is a “nonpersonal services contract”. The Contractor and the Contractor’s employees: (1) shall perform the services specified herein as independent contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the government’s right and obligation to inspect, accept or reject work, comply with such general direction of the CO, or the duly authorized representative of the CO as is necessary to ensure accomplishment of the contract objectives.

C.13 DISTRICT RESPONSIBILITIES:

C.13.1 District Furnished Property

District property shall remain the property of the District in all respects. The COTR may require Contractor personnel to sign for receipt and custody of District furnished property, at the discretion of the COTR. The Contractor shall take all reasonable precautions to safeguard and protect District property. District property shall be used only in direct Operations for providing contract services, and shall not be used in any manner for any personal advantage, business gain, or other personal endeavor by the Contractor or the Contractor's employees.

C.14 CONTRACTOR RESPONSIBILITIES:

C.14.1 The Contractor shall be responsible for providing Facility Condition Assessments services in accordance with the requirements of this contract.

C.14.2 The Contractor shall be responsible for obtaining all licenses and permits necessary for the performance of this contract.

C.14.3 The Contractor shall furnish all equipment needed for the performance of the work under this contract. All equipment must be properly guarded and meet all applicable OSHA standards.

C.14.4 RESERVED

C.14.5 RESERVED

C.14.6 Allowable Subcontracting Requirements:

C.14.6.1 The Contractor shall ensure that all activities carried out by any subcontractor conforms to the provisions of this Contract.

C.14.6.2 It is the responsibility of the Contractor to ensure its subcontractors are capable of meeting the reporting requirements under this Contract and, if they cannot, the Contractor is not relieved of the reporting requirements.

C.14.6.3 The Contractor shall notify the District Contracting Officer, in writing, of the termination of any subcontract for the provision of services, including the arrangements made to ensure continuation of the services covered by the terminated subcontract, not less than forty-five (45) days prior to the effective date of the termination, unless immediate termination of the contract is necessary to protect the health and safety of Enrollees or prevent fraud and abuse. In

such an event, the Contractor shall notify COTR immediately upon taking such action.

C.14.6.3.1 If the District determines that the termination or expiration of a subcontract materially affects the ability of the Contractor to carry out its responsibility under this contract; the District may terminate this Contract.

C.14.6.3.2 The Contractor shall ensure subcontracts contain a provision that requires subcontracts to contain all provisions of the Contractor's contract with the District and that the subcontractor look solely to Contractor for payment for services rendered.

**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:

All Offerors must provide proof, in their proposals, to DGS that they have a "Basic Business License" issued by the D.C. Department of Consumer and Regulatory Affairs (DCRA). During throughout the duration of the contract term, the Contractor and all of its subcontractors and sub-consultants (regardless of tier) shall comply with all licensing, accreditation, and registration requirements and standards under Applicable Laws for the performance of the contract.

D.3 STANDARD CONTRACT PROVISIONS:

The Standard Contract Provisions for Use with Specifications for District of Columbia Government Supplies and Services Contracts dated, January 14, 2016 are applicable to this Contract and are incorporated by **Attachment N**.

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 L**.

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 M**.

D.6 FAIR CRIMINAL RECORD SCREENING

D.6.1 The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) (the "Act" as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.

D.6.2 Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.

D.6.3 After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.

D.6.4 The Contractor may only withdraw a conditional offer of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.

D.6.5 This section and the provisions of the Act shall not apply:

(a) Where a federal or District law or regulation requires the consideration of an applicant's criminal history for the purposes of employment;

(b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;

(c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or

(d) To employers that employ less than 11 employees.

D.6.6 A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the District of Columbia Office of Human Rights, and the Commission on Human Rights may impose monetary penalties against the Contractor.

D.7 COMPLETION SCHEDULE:

Time is of the essence with respect to the contract. The Department shall have priority over any other similar contract held by the Contractor throughout the course of the contract. As such, the Contractor must dedicate such personnel and other resources as are necessary to ensure that the required Services are completed on-time and in a diligent, skilled, and professional manner.

D.8 CONTRACT COMPLETION OR TERMINATION:

The Contractor shall turn over all plans codes, manuals, records, files, reports, databases spare inventory and materials developed or purchased in the course of the contract to the COTR within thirty (30) calendar days after contract completion or termination. The Contractor shall develop transition plans, which shall describe staffing and organizational structure during the phase-in and phase-out transition periods, and how the Contractor will

interact with the existing work force during the thirty (30) days of transition at the beginning and end of this contract.

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 to the responsive and responsible bidder with the overall lowest combined total for Standard Monthly and Supplement As-Needed Service Rates for the base year period and all four (4) option year periods.

**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 with one (1) original and three (3) copies placed in a sealed envelope conspicuously marked: ***DCAM-17-NC-0089 COMPREHENSIVE JANITORIAL SERVICES FOR THE PAT HANDY SHORT-TERM HOUSING FACILITY LOCATED AT 810 5TH STREET NW, WASHINGTON DC 20001.***

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

NOTE: In the opinion of the Department, any material deviations of the ***Attachment D*** which has been provided by the Department 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
GEORGE G. LEWIS, CPPO | Chief Contracting Officer
C/O: Domonique L. Banks
2000 14th Street, NW | **8th Floor Receptionist**
Washington, D.C. 20009
Phone: (202) 727-2800

F.3 DATE AND TIME FOR RECEIVING BIDS:

Submissions shall be received no later than ***10:00 a.m. local time on Monday, August 28, 2017.*** The Bidder assumes the sole responsibility for timely delivery of its submission, regardless of the method of delivery.

F.4 PUBLIC BID OPENING:

A public Bid Opening will be held at ***10:15 a.m. on Monday, August 28, 2017*** at the Reeves Center on the 5th Floor in the Tiber Creek Conference Room. Following hand-delivery of bids to the 8th floor Receptionist, bidders are invited to attend the Public Bid Opening and should check-in with the 5th Floor Receptionist at least five (5) minutes prior to the start of the Public Bid Opening.

F.5 ATTACHMENTS:

The Bidder shall complete and include *all* of the following attachments with their hand-delivered bid *in the order listed below*:

- (a) Award/Signature Page **Attachment K**
 - a. Acknowledgement of Amendments (Award/Signature Page Section 13)
- (b) The IFB pages **2 - 91**
- (c) Contract Pricing - Bid Form - Each Bidder shall submit a Bid Form **Attachment D**;
 - a. Electronic Copy of the Contract Pricing - Bid Form **Attachment D** in MS Excel format only shall be emailed to the address indicated in **Section G.1** as described in **Section F.1**;
- (d) Bidder/Offeror Certification Form **Attachment E**
- (e) Tax Affidavit - Each Bidder shall submit a completed tax affidavit to include an e-mail address and fax number **Attachment F**. In order to be eligible for this procurement, Bidders must be in full compliance with their tax obligations to the District of Columbia government;
- (f) Subcontracting Plan Form - Each Bidder shall submit a Subcontracting Plan, if applicable, substantially in the form of **Attachment G**;
- (g) First Source Employment - Each Bidder shall submit the First Source Employment Agreement in the form of **Attachment I**; and
- (h) EEO Policy Statement Agreement – Each Bidder shall submit the EEO Policy Statement Agreement **Attachment J**
- (i) LSDBE Certification Letter – Each Bidder shall submit a copy of the certification acknowledgement letter issued by DSLBD.
- (j) Copy of the Prime Contractor’s valid D.C. DCRA Business License.

SECTION G
BIDDING PROCEDURES & PROTESTS

G.1 CONTACT PERSON:

The contact person for this IFB is:

DOMONIQUE L. BANKS
Department of General Services
Contracts and Procurement Division
2000 14th Street, NW | 8th Floor
Washington, DC 20009
Phone: (202) 719-6544
Email: domonique.banks@dc.gov

G.2 SITE VISIT:

A site visit will be held between 10:00 a.m. and 12:00 p.m. on Thursdays, July 27, 2017 at 810 5th 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 Domonique Banks at the email address listed in *Section G.1 no later than Thursday, August 17, 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:

GENERAL REQUIREMENTS. The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the Contracting Officer. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

H.1.1 Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

H.1.2 Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

H.1.3 Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

H.1.4 Employer’s Liability Insurance. The Contractor shall provide employer’s liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

H.1.5 Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer’s liability, general liability, and automobile liability) insurance as follows: \$2,000,000 per occurrence, including the District of Columbia as additional insured.

H.1.6 Duration. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.

H.1.7 Liability. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE, WILL NOT IN ANY WAY LIMIT THE CONTRACTOR’S LIABILITY UNDER THIS CONTRACT.**

H.1.8 Contractor’s Property. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

H.1.9 Measure of Payment. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

H.1.10 Notification. The Contractor shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.

H.1.11 Certificates of Insurance. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

DOMONIQUE L. BANKS
Contract Specialist | Contracts and Procurement Division
DC Department of General Services
2000 14th Street, NW | 8th Floor | Washington, DC 20009
Tel: (202) 719-6544 | Email: domonique.banks@dc.gov

H.1.12 Disclosure of Information. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

**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, CPPO

Contracts & Procurement Associate Director | Chief Contracting Officer
Department of General Services
2000 14th Street, NW | 8th Floor | Washington, DC 20009
Tel: 202.478.5727 | Email: 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.

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 CO or 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 CO or 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 Contracting Officer as to the Contractor's compliance or noncompliance with the contract. The COTR has the responsibility of ensuring that the work conforms to the requirements of this contract and

such other responsibilities and authorities as may be specified in the contract. These include:

- I.2.2.1.1** Keeping the CO and or CCO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO and or 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 CO and or CCO if the Contract Pricings and costs are consistent with the contractual amounts 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
- 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 14th Street, NW
Washington, DC 20014
Telephone: (202) 359-0702
E-mail: robert.saunders@dc.gov

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

- I.2.2.2.1** Award, agree to, or sign any contract, delivery order or task order. Only the CO and or 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 will be held fully responsible for any such changes not authorized in advance, in writing, by the CO or CCO, and may be denied compensation or other relief for any additional work performed that is not authorized by the CO or 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 Department will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- I.3.2** The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

I.3 INVOICE SUBMITTAL:

The Contractor shall submit invoices electronically to the DGS EASI Pay Portal located on the DGS Website: <https://dgs.onbaseonline.com>. All Contractors are required to register for access to EASI; for assistances with the registration process, technical assistances and or additional instructions please contact the Portal Help Desk at (301) 563-3025. Properly prepared invoices with the necessary backup shall be paid within thirty (30) days of receipt. Invoices not paid by that date shall bear interest in accordance with the Prompt Payment Act.

I.3.1 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

I.3.1.1 Contractor's name, federal tax ID and invoice date (Contractors shall date invoices as of the date of mailing or transmittal);

I.3.1.2 Contract number, invoice number and appropriate Purchase Order;

I.3.1.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

I.3.1.4 Other supporting documentation or information, as required by the Contracting Officer;

I.3.1.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

I.3.1.6 Name, title, phone number of person preparing the invoice;

I.3.1.7 Name, title, phone number and mailing address of person (if different from the person identified in I.3.1.6 above) to be notified in the event of a defective invoice; and

I.3.1.8 Authorized signature.

I.3.2 Invoice Submission to the COTR

I.3.2.1 For submission of all invoices to the COTR, the following protocol shall be observed.

- a. Email all invoices to the COTR as an attachment, preferably a PDF document attachment. Do not deliver invoices by fax, hand delivery, or mail.
- b. When emailing invoices do the following:
 1. Title the invoice email with the following information:
 - i. Contractor Name INVOICES_MonthYear_Number of Invoices
 - a) Example: DoeIncINVOICES_Feb2010_10
 2. The email should only relate to invoices. This means do not reply to miscellaneous emails with invoices attached, do not attach other documents that are not relevant to the invoice.
 3. Send all invoices for one month of service in one email. Do not send multiple emails for different invoices.
 4. In the body of the email please list out all invoices submitted for that month and all totals for each invoice.

- I.3.2.2** To constitute a proper invoice for Reimbursable Services, the Contractor shall submit the following information on the invoice:
- a. A copy of the authorized work request;
 - b. A copy of the authorized quote for Reimbursable Services;
 - c. Contractor's name and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible);
 - d. Contract number;
 - e. Contractor assigned invoice number;
 - f. Once an invoice number is assigned by a Contractor it may not be used again for another invoice at a later date or a separate invoice within the same month.
 - g. Line item of for each date Reimbursable Service;
 - h. If applicable, description, price, quantity and the date(s) those additional supplies were delivered.
 - i. Line item total of all fees;
 - j. Name, title, telephone number, email address, and complete mailing address of the responsible official to whom payment is to be sent;
 - k. Name, title, phone number, and email address of person preparing the invoice;
 - l. Name, title, phone number and email address of person (if different from the person identified as preparer of invoice) to be notified in the event of a defective invoice; and
 - m. Authorized signature.

I.3.2.3 The Contractor shall invoice the District for Reimbursable Services that are authorized by the District, on a single invoice per occurrence within thirty (30) days of completion and acceptance of work. This invoice shall clearly identify each Reimbursable Service, repair or additional, and show further breakdown into parts and labor components. The labor component shall indicate the total labor hours or cost, and the portion of the invoice claimed as reimbursable. If Reimbursable Services were subcontracted, copies of the subcontractor's invoices shall be attached. If the Contractor directly purchased parts or components, copies of receipts shall be attached.

I.4 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

I.4.1 For contracts subject to the fifty one percent (51%) District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in **Section C.5**.

I.4.2 No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's

compliance with fifty one percent (51%), District Residents New Hires Requirements and First Source Employment Agreement requirements.

I.5 LUMP SUM PAYMENT

The District will pay the full amount due the Contractor after:

- a. Completion and acceptance of all work; and
- b. Presentation of a properly executed invoice.

I.6 ASSIGNMENT OF CONTRACT PAYMENTS

I.6.1 In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.

I.6.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

I.6.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

“Pursuant to the instrument of assignment dated _____, make payment of this invoice to (name and address of assignee).”

I.7 THE QUICK PAYMENT CLAUSE

I.7.1 Interest Penalties to Contractors

I.7.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., as amended, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of One Percent (1%) per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a. the 3rd day after the required payment date for meat or a meat product;
- b. the 5th day after the required payment date for an agricultural commodity; or
- c. the 15th day after the required payment date for any other item.

I.7.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

I.7.2 Payments to Subcontractors

I.7.2.1 The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b. Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

I.7.2.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a. the 3rd day after the required payment date for meat or a meat product;
- b. the 5th day after the required payment date for an agricultural commodity; or
- c. the 15th day after the required payment date for any other item.

I.7.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

I.7.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

I.7.3 Subcontract Requirements

I.7.3.1 The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of *D.C. Official Code §2-221.02(d)*.

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 TIME:

Time, if stated in a number of days, will include Saturdays, Sundays, and ALL holidays, unless otherwise stated herein.

J.3 GOVERNING LAW:

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

J.4 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS:

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the Contracting Officer.

J.5 CONTRACTS THAT CROSS FISCAL YEARS:

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

J.6 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.7 RIGHTS IN DATA:

A. Definitions

1. “Products” - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the

media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.

2. “Existing Products” - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.

3. “Custom Products” - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.

4. “District” – The District of Columbia and its agencies.

B. Title to Project Deliverables

The Contractor acknowledges that it is commissioned by the District to perform services detailed in the contract. The District shall have ownership and rights for the duration set forth in the contract to use, copy, modify, distribute, or adapt Products as follows:

1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall: (1) remain with Contractor or third party proprietary owner, who retains all rights, title and interest (including patent, trademark or copyrights). Effective upon payment, the District is granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the District as part of Contractor’s proposal that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the District’s satisfaction) and distribute Existing Product to District users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose(s) of the project or work plan or contract; and (2) be licensed in the name of the District. The District agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.

2. Custom Products: Effective upon Product creation, Contractor hereby conveys, assigns, and transfers to the District the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all patent, trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor.

C. Transfers or Assignments of Existing or Custom Products by the District

The District may transfer or assign Existing or Custom Products and the licenses thereunder to another District agency. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a project or work plan in the course of Contractor's business.

D. Subcontractor Rights

Whenever any data, including computer software, are to be obtained from a subcontractor under the contract, the Contractor shall use this clause, **Rights in Data**, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

E. Source Code Escrow

1. For all computer software furnished to the District with the rights specified in **Section J.7; B.2** of this clause, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in section **Section J.7; B.2** of this clause. For all computer software furnished to the District with the restricted rights specified in **Section J.7; B.1** of this clause, the District, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the contract or any paid-up maintenance agreement, or if the Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

2. If the Contractor or Product manufacturer/developer of software furnished to the District with the rights specified in **Section J.7; B.1** of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the District with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/ developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.

3. The Contractor shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same manner as provided above, and certify such updating of escrow to the District in writing.

F. Indemnification and Limitation of Liability

The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

J.8 RETENTION OF RECORDS AND INSPECTIONS AND AUDITS:

- J.8.1** 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.8.2** 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.8.3** 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.8.4** 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.8.5** 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.8.6** 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.8.7 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.9 INSPECTION FOR SUPPLIES AND SERVICES:

J.9.1 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.9.2 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.9.3 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.10 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

J.11 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

J.12 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.12 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.13 ANTI-COMPETITIVE PRACTICES AND ANTI-KICKBACK PROVISIONS:

J.13.1 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.13.2 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.13.3 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.14 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.15 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.16 GRATUITIES AND OFFICERS NOT TO BENEFIT PROVISIONS:

J.16.1 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.16.2 In the event the Contract is terminated as provided in J.16.1, the Department shall be entitled:

J.16.2.1 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.16.2.2 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.16.3 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.17 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.18 EQUAL EMPLOYMENT OPPORTUNITY:

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as **Attachment J**. An award cannot be made to any Contractor who has not satisfied the equal employment requirements.

J.19 ANTI-DISCRIMINATION CLAUSES

J.19.1 The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, approved December 13, 1977, as amended (D. C. Law 2-38; D. C. Official Code §2-1402.11) (2001 Ed.)("Act" as used in this Section). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, Contractor agrees and any subcontractor shall agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause as provided in Section 251 of the Act.

J.19.2 Pursuant to rules of the Office of Human Rights, published on August 15, 1986 in the D. C. Register and Mayor's Order 2002-175 (10/23/02), 49 DCR 9883, the following clauses apply to this contract:

J.19.3 The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence or business. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.

J.19.4 The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence or business. The affirmative action shall include, but not be limited to the following:

- a) employment, upgrading or transfer;
- b) recruitment, or recruitment advertising;
- c) demotion, layoff, or termination;
- d) rates of pay, or other forms of compensation; and
- e) selection for training and apprenticeship.

J.19.5 The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Agency, setting forth the provisions in subsections

J.19.3 and J.19.4 concerning non-discrimination and affirmative action.

J.19.6 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 **Subsection J.19.4**.

J.19.7 The Contractor agrees to send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

J.19.8 The Contractor agrees to permit access to his books, records and accounts pertaining to its employment practices, by the Chief Procurement Officer or

designee, or the Director of Human Rights or designee, for purposes of investigation to ascertain compliance with this chapter, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.

J.19.9 The Contractor agrees to comply with the provisions of this chapter and with all guidelines for equal employment opportunity applicable in the District of Columbia adopted by the Director of the Office of Human Rights, or any authorized official.

J.19.10 The Contractor shall include in every subcontract the equal opportunity clauses, **Subsections J.19.3 through J.19.11** of this section, so that such provisions shall be binding upon each subcontractor or vendor.

J.19.11 The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

J.20 TERMINATION OR SUSPENSION:

J.20.1 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.20.2 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.20.2.1 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.20.2.2 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.20.2.3 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.20.2.4** 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.20.2.5** 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.20.2.6** 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.20.2.7** 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.20.3 Termination for Convenience:

- J.20.3.1** 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.20.3.2** 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.20.3.3 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.20.3.4 Payment of such amounts shall be the Contractor's sole remedy for termination for convenience.

J.20.3.5 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.20.6.2** 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.20.4 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.20.3** and shall be governed by that Paragraph.

J.20.5 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.20.6 Suspension:

J.20.6.1 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.20.6.2 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.20.6.2.1 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.20.6.2.2 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.20.6.2.3 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.21 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.22 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.23 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.24 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.25 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.26 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.27 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.28 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

Chief Contracting Officer | Associate Director, Contracts & Procurement
Department of General Services
2000 14th St, NW – 8th 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.29 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.30 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.31 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.32 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.33 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.34 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.35 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.36 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.37 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.38 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.39 CHANGES:

J.39.1 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.39.1.1 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.39.1.2 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.39.2 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.39.3 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.39.4 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.39.5 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.40 DISPUTES:

All disputes arising under or relating to the contract shall be resolved as provided in the Standard Contract Provisions (Non-Construction), Article 14: Disputes **Attachment N**.

J.41 CONTINUITY OF SERVICES (JAN 1991)

J.41.1 The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a [successor](#), either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a [successor](#).

J.41.2 The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a [successor](#) to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of [work](#) described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall [provide](#) sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

J.41.3 The Contractor shall allow as many personnel as practicable to remain on the job to help the [successor](#) maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the [successor](#) to conduct on-site interviews with these [employees](#). If selected [employees](#) are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the [successor](#).

J.41.4 The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.