

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES



DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES

REQUEST FOR PROPOSALS

Solicitation Number: DCAM-18-NC-0027

COMPREHENSIVE JANITORIAL SERVICES  
FOR THE METROPOLITAN POLICE DEPARTMENT (“MPD”) & FIRE AND  
EMERGENCY MEDICAL SERVICE (FEMS)

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

**Solicitation Issue Date:** Wednesday, January 19, 2018

**Pre-Proposal Conference:** Tuesday, January 30, 2018 at 10:30 a.m. EST  
2000 14th Street, NW, 2nd Floor  
2nd floor Community Room

**Questions Due Date:** Tuesday, February 6, 2018

**Proposal Due Date:** Tuesday, February, 27, 2018 by 2:00 p.m. EST

**Proposal Delivery Location:** Department of General Services  
Contracts & Procurement Division  
**Attn: George G. Lewis, CPPO**  
Frank D. Reeves Center  
2000 14<sup>th</sup> Street, NW | 8<sup>th</sup> Floor  
Washington, DC 20009

**Contact:** **Brian J. Carter**  
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## SECTION B SUPPLIES OR SERVICES AND PRICE/COST

### B.1 INTRODUCTION

The District of Columbia, Department of General Services (DGS) is seeking a Contractor to provide janitorial and related supplemental services for District owned and leased facilities begin utilized by the Metropolitan Police Department (MPD) and Fire and Emergency Medical Service (FEMS).

The awarded Contractor shall provide all management, tools, supplies, equipment, vehicles and labor necessary to successfully perform comprehensive janitorial and related supplemental services as required for a base period and up to four (4) one (1) year option periods. The Department reserves the right at any time (including after an award hereunder), to either add or remove property locations and/or to increase or decrease the responsibility under an awarded contract.

Interested Offerors are **required** to submit price proposals on all line items and tasks (*where applicable*) for each Property Location, including the base year and the four option year periods. Failure to bid on all line items and tasks (*where applicable*) for each location, shall be sufficient to render a proposal non-responsive and subject to exclusion from further evaluation in consideration of award.

**IMPORTANT NOTICE: Contracts & Procurement will notify Offerors 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 Offeror's responsibility to frequently visit DGS' Contracts and Procurement website at: <http://dgs.dc.gov/page/dgs-solicitations> to obtain addenda once they have received a copy or downloaded a copy of the solicitation.**

### B.2 DESIGNATION OF SOLICITATION FOR THE SMALL BUSINESS ENTERPRISE (SBE) SET-ASIDE MARKET ONLY

This RFP is designated only for certified Small Business Enterprise (SBE) Offerors 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 Offerors that are certified by the District of Columbia Department of Small and Local Business Development (DSLBD) as a SBE ***at the time of the Proposal Due Date*** are eligible. A copy of the certification acknowledgment letter must be submitted with the Offeror's Proposal.

**B.3 TYPE OF CONTRACT**

**B.3.1** The Contract awarded pursuant to this RFP shall be a firm-fixed price monthly contract for basic janitorial services with fully loaded rates for supplemental services and a cost reimbursement component as described in **Sections.B.4, B.5 and B.6.**

**B.4 COST SCHEDULE – COST REIMBURSEMENT COMPONENT  
(Not-To-Exceed \$300,000.00)**

COST REIMBURSEMENT COMPONENT										
ITEM DESCRIPTION	CLIN	BASE YEAR	CLIN	OPTION YEAR ONE	CLIN	OPTION YEAR TWO	CLIN	OPTION YEAR THREE	CLIN	OPTION YEAR FOUR
		NOT-TO-EXCEED COST		NOT-TO-EXCEED COST		NOT-TO-EXCEED COST		NOT-TO-EXCEED COST		NOT-TO-EXCEED COST
MPD FIRING RAGE JANITORIAL SERVICES	0030		1030		2030		3030		4030	
HAZARDOUS WASTE PICK-UP SERVICES	0031		1031		2031		3031		4031	
ENVIRONMENTAL CLEANING SERVICES	0032		1032		2032		3032		4032	
SUPPLEMENTAL SERVICE LABOR RATES Supervisor (Laboror)	0033		1033		2033		3033		4033	
SUPPLEMENTAL SERVICE LABOR RATES Janitor	0034		1034		2034		3034		4034	
SUPPLEMENTAL SERVICE LABOR RATES Porter	0035		1035		2035		3035		4035	
<b>TOTAL</b>		\$300,000.00		\$300,000.00		\$300,000.00		\$300,000.00		\$300,000.00

**B.5 PRICING**

The contract pursuant to this Request for Proposal (“RFP”) shall be based on firm-fixed prices with fully loaded monthly rates for Basic Services and fully loaded hourly labor rates for supplemental services in accordance with **Section B. 6 Price Schedule (Price Proposal Form).** These rates shall be the Offeror’s sole method of compensation and as such shall be sufficient to cover all of the costs necessary to provide services including, but not limited to, labor, supplies, material, repair parts, tools, vehicles, transportation, travel to and from work sites, per diem, subcontractor costs, home office overhead, profit and all else necessary to perform all work related to providing the District with safe and proper provision of required comprehensive janitorial and related supplemental services.

**B.6 PRICE SCHEUDLE (PRICE PROPOSAL FORM)**

**NOTE:** All costs and pricing including option year pricing shall be the Contractor’s sole method of compensation and sufficient to cover all of the Contractor’s cost including, but not limited to, all labor, supervision, supplies, equipment, vehicles, administrative, home office expenses, overhead, profit and all applicable year-over-year service cost increases due to market variables.

**B.6.1 BASE YEAR**

<b>B.6.1.1 BASIC JANITORIAL SERVICES</b>						
<b>Contract Line Item Number</b>	<b>Service Level Specification</b>	<b>Location</b>	<b>Cleanable Square Footage</b>	<b>Fixed Monthly Rate</b>	<b>Quantity</b>	<b>Extended Cost</b>
0001	PSRN -1	1 <sup>st</sup> District 101 M St., SW	168,134.50		12	\$ -
0002	PSRN	1 <sup>st</sup> District Sub-Station 500 E Street, SE	11,636.00		12	\$ -
0003	PSRN -1	2 <sup>nd</sup> District Headquarters 3320 Idaho Ave., NW	29,978.00		12	\$ -
0004	PSRN -1	3 <sup>rd</sup> District Headquarters 1620 V Street, NW	33,854.00		12	\$ -
0005	PSRN	4 <sup>th</sup> District Sub-Station 750 Park Road, NW	9,965.00		12	\$ -
0006	PSRN -1	4 <sup>th</sup> District Headquarters 6001 Georgia Ave., NW	35,961.00		12	\$ -
0007	PSRN -1	5 <sup>th</sup> District 1805 Bladensburg Rd NE	102,013.90		12	\$ -
0008	PSRN	6 <sup>th</sup> District Sub-Station 2701 Penn Ave., SE	9,326.00		12	\$ -
0009	PSRN - 1	6 <sup>th</sup> District/Youth Division 5002 Hayes Street, NE	88,000.00		12	\$ -
0010	PSRN -1	7 <sup>th</sup> District 2455 Alabama Ave., SE	71,759.00		12	\$ -
0011	PSRN - 1	Special Operations Division Tactical Branch 2850 NY Avenue NE	17,087.00		12	\$ -
0012	PSRN - 1	NSID (Narcotics) 2850 NY Avenue NE	40,514.00		12	\$ -
0013	Non PSRN	Fleet Service 2175 West Virginia Ave NE	7,249.00		12	\$ -
0014	Non PSRN	MPD Warehouse/Evidence Control Branch 17 DC Village Lane SW	27,269.00		12	\$ -
0015	Non PSRN	Traffic Safety & Special Enforcement Branch 501 New York Ave, NW	19,011.00		12	\$ -
0016	Non PSRN	Harbor Patrol 550 Water Street, SW	5,223.00		12	\$ -
0017	Non PSRN	Patrol Services North 801 Shepherd Street, NW	55,015.00		12	\$ -
0018	Non PSRN	ERT/DSO - #3B DC Village Lane Bldg , SW	12,303.00		12	\$ -

B.6.1.1	BASIC JANITORIAL SERVICES (CONTINUED...)					
Contract Line Item Number (CLIN)	Service Level Specification	Location	Cleanable Square Footage	Fixed Monthly Rate	Quantity	Extended Cost
0019	Non PSRN	Bundy Building 429 O Street, NW	45,267.00		12	\$ -
0020	Non PSRN	Recruiting Blue Plains #1 DC Village Lane SW	31,006.30		12	\$ -
0021	PSRN	Henry Daly Building 300 Indiana Ave, NW	352,489.00		12	\$ -
0022	Non PSRN	Bomb Squad 4669 Blue Plains Dr., SW	54,794.00		12	\$ -
0023	Non PSRN	Impound Lot 5001 Shepherd Parkway, SW	1,560.00		12	\$ -
0024	Non PSRN	K-9 Unit 4665 Blue Plains Dr., SW	1,131.00		12	\$ -
0025	Non PSRN	Training Academy 4665 Blue Plains Dr., SW	77,228.00		12	\$ -
0026	Non PSRN	Special Liasion Unit 1369-A Connecticut Ave. NW	1,424.00		12	\$ -
0027	Non PSRN	Equipment and Supply Branch 2850 NY Avenue NE	8,693.00		12	\$ -
0028	Non PSRN	DPW at Blue Plains- Impound 5001 Shepherd Parkway, SW	6,500.00		12	\$ -
<b>TOTAL COST</b>						<b>\$ -</b>

### SUPPLEMENTAL SERVICE

B.6.1.2	MPD FIRING RAGE JANITORIAL SERVICES			
Contract Line Item Number (CLIN)	Description	Fixed Monthly Rate	Estimated Quantity	Extended Cost
0030	Section C.4.3 Specialized Cleaning of the MPD Firing Range located at 4665 Blue Plains Drive, SW, Washington D.C.		12	\$ -
<b>B.6.1.2 TOTAL</b>				<b>\$ -</b>

<b>B.6.1.3 HAZARDOUS WASTE PICK-UP SERVICES</b>				
<b>Contract Line Item Number (CLIN)</b>	<b>Description</b>	<b>Fixed Per Box Rate</b>	<b>Estimated Quantity</b>	<b>Extended Cost</b>
0031	Section C.4.4 Hazardous Waste Pick-up at various District Facilities		900	\$ -
<b>B.6.1.3 TOTAL</b>				<b>\$ -</b>

<b>B.6.1.4 ENVIRONMENTAL CLEANING SERVICES</b>				
<b>Contract Line Item Number (CLIN)</b>	<b>Description</b>	<b>Fixed Hourly Rate</b>	<b>Estimated Quantity</b>	<b>Extended Cost</b>
0032	Section C.4.5 Environmental Cleaning at various District Facilities		2,150	\$ -
<b>B.6.1.4 TOTAL</b>				<b>\$ -</b>

<b>B.6.1.5 SUPPLEMENTAL SERVICE LABOR RATES</b>				
<b>Contract Line Item Number (CLIN)</b>	<b>Description</b>	<b>Fixed Hourly Rate</b>	<b>Estimated Quantity</b>	<b>Extended Cost</b>
0033	Supervisor (Laboror)		1	\$ -
0034	Janitor		1	\$ -
0035	Porter		1	\$ -
<b>Supplemental Service Labor Rates TOTAL COST</b>				<b>\$ -</b>

**BASE YEAR SERVICES GRAND TOTAL \$ -**

**B.6.2 OPTION YEAR ONE (OY1)**

<b>B.6.2.1 BASIC JANITORIAL SERVICES</b>						
<b>Contract Line Item Number (CLIN)</b>	<b>Service Level Specification</b>	<b>Location</b>	<b>Cleanable Square Footage</b>	<b>Fixed Monthly Rate</b>	<b>Quantity</b>	<b>Extended Cost</b>
1001	PSRN -1	1 <sup>st</sup> District 101 M St., SW	168,134.50		12	\$ -
1002	PSRN	1 <sup>st</sup> District Sub-Station 500 E Street, SE	11,636.00		12	\$ -
1003	PSRN -1	2 <sup>nd</sup> District Headquarters 3320 Idaho Ave., NW	29,978.00		12	\$ -
1004	PSRN -1	3 <sup>rd</sup> District Headquarters 1620 V Street, NW	33,854.00		12	\$ -
1005	PSRN	4 <sup>th</sup> District Sub-Station 750 Park Road, NW	9,965.00		12	\$ -
1006	PSRN -1	4 <sup>th</sup> District Headquarters 6001 Georgia Ave., NW	35,961.00		12	\$ -
1007	PSRN -1	5 <sup>th</sup> District 1805 Bladensburg Rd NE	102,013.90		12	\$ -
1008	PSRN	6 <sup>th</sup> District Sub-Station 2701 Penn Ave., SE	9,326.00		12	\$ -
1009	PSRN - 1	6 <sup>th</sup> District/Youth Division 5002 Hayes Street, NE	88,000.00		12	\$ -
1010	PSRN -1	7 <sup>th</sup> District 2455 Alabama Ave., SE	71,759.00		12	\$ -
1011	PSRN - 1	Special Operations Division Tactical Branch 2850 NY Avenue NE	17,087.00		12	\$ -
1012	PSRN - 1	NSID (Narcotics) 2850 NY Avenue NE	40,514.00		12	\$ -
1013	Non PSRN	Fleet Service 2175 West Virginia Ave NE	7,249.00		12	\$ -
1014	Non PSRN	MPD Warehouse/Evidence Control Branch 17 DC Village Lane SW	27,269.00		12	\$ -
1015	Non PSRN	Traffic Safety & Special Enforcement Branch 501 New York Ave, NW	19,011.00		12	\$ -
1016	Non PSRN	Harbor Patrol 550 Water Street, SW	5,223.00		12	\$ -
1017	Non PSRN	Patrol Services North 801 Shepherd Street, NW	55,015.00		12	\$ -
1018	Non PSRN	ERT/DSO - #3B DC Village Lane Bldg , SW	12,303.00		12	\$ -



B.6.2.1	BASIC JANITORIAL SERVICES (CONTINUED...)					
Contract Line Item Number (CLIN)	Service Level Specification	Location	Cleanable Square Footage	Fixed Monthly Rate	Quantity	Extended Cost
1019	Non PSRN	Bundy Building 429 O Street, NW	45,267.00		12	\$ -
1020	Non PSRN	Recruiting Blue Plains #1 DC Village Lane SW	31,006.30		12	\$ -
1021	PSRN -1	Henry Daly Building 300 Indiana Ave, NW	352,489.00		12	\$ -
1022	Non PSRN	Bomb Squad 4669 Blue Plains Dr., SW	54,794.00		12	\$ -
1023	Non PSRN	Impound Lot 5001 Shepherd Parkway, SW	1,560.00		12	\$ -
1024	Non PSRN	K-9 Unit 4665 Blue Plains Dr., SW	1,131.00		12	\$ -
1025	Non PSRN	Training Academy 4665 Blue Plains Dr., SW	77,228.00		12	\$ -
1026	Non PSRN	Special Liasion Unit 1369-A Connecticut Ave. NW	1,424.00		12	\$ -
1027	Non PSRN	Equipment and Supply Branch 2850 NY Avenue NE	8,693.00		12	\$ -
1028	Non PSRN	DPW at Blue Plains- Impound 5001 Shepherd Parkway, SW	6,500.00		12	\$ -
<b>TOTAL COST</b>						<b>\$ -</b>

### SUPPLEMENTAL SERVICE

B.6.2.2	MPD FIRING RAGE JANITORIAL SERVICES			
Contract Line Item Number (CLIN)	Description	Fixed Monthly Rate	Estimated Quantity	Extended Cost
1030	Section C.4.3 Specialized Cleaning of the MPD Firing Range located at 4665 Blue Plains Drive, SW, Washington D.C.		12	\$ -
<b>B.6.2.2 TOTAL</b>				<b>\$ -</b>

<b>B.6.2.3 HAZARDOUS WASTE PICK-UP SERVICES</b>				
<b>Contract Line Item Number (CLIN)</b>	<b>Description</b>	<b>Fixed Per Box Rate</b>	<b>Estimated Quantity</b>	<b>Extended Cost</b>
1031	Section C.4.4 Hazardous Waste Pick-up at various District Facilities		900	\$ -
<b>B.6.2.3 TOTAL</b>				<b>\$ -</b>

<b>B.6.2.4 ENVIRONMENTAL CLEANING SERVICES</b>				
<b>Contract Line Item Number (CLIN)</b>	<b>Description</b>	<b>Fixed Hourly Rate</b>	<b>Estimated Quantity</b>	<b>Extended Cost</b>
1032	Section C.4.5 Environmental Cleaning at various District Facilities		2,150	\$ -
<b>B.6.2.4 TOTAL</b>				<b>\$ -</b>

<b>B.6.2.5 SUPPLEMENTAL SERVICE LABOR RATES</b>				
<b>Contract Line Item Number (CLIN)</b>	<b>Description</b>	<b>Fixed Hourly Rate</b>	<b>Estimated Quantity</b>	<b>Extended Cost</b>
1033	Supervisor (Laboror)		1	\$ -
1034	Janitor		1	\$ -
1035	Porter		1	\$ -
<b>Supplemental Service Labor Rates TOTAL COST</b>				<b>\$ -</b>

<b>BASE YEAR SERVICES GRAND TOTAL</b>				<b>\$ -</b>
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**B.6.3 OPTION YEAR TWO (OY2)**

<b>B.6.3.1 BASIC JANITORIAL SERVICES</b>						
<b>Contract Line Item Number (CLIN)</b>	<b>Service Level Specification</b>	<b>Location</b>	<b>Cleanable Square Footage</b>	<b>Fixed Monthly Rate</b>	<b>Quantity</b>	<b>Extended Cost</b>
2001	PSRN -1	1 <sup>st</sup> District 101 M St., SW	168,134.50		12	\$ -
2002	PSRN	1 <sup>st</sup> District Sub-Station 500 E Street, SE	11,636.00		12	\$ -
2003	PSRN -1	2 <sup>nd</sup> District Headquarters 3320 Idaho Ave., NW	29,978.00		12	\$ -
2004	PSRN -1	3 <sup>rd</sup> District Headquarters 1620 V Street, NW	33,854.00		12	\$ -
2005	PSRN	4 <sup>th</sup> District Sub-Station 750 Park Road, NW	9,965.00		12	\$ -
2006	PSRN -1	4 <sup>th</sup> District Headquarters 6001 Georgia Ave., NW	35,961.00		12	\$ -
2007	PSRN -1	5 <sup>th</sup> District 1805 Bladensburg Rd NE	102,013.90		12	\$ -
2008	PSRN	6 <sup>th</sup> District Sub-Station 2701 Penn Ave., SE	9,326.00		12	\$ -
2009	PSRN - 1	6 <sup>th</sup> District/Youth Division 5002 Hayes Street, NE	88,000.00		12	\$ -
2010	PSRN -1	7 <sup>th</sup> District 2455 Alabama Ave., SE	71,759.00		12	\$ -
2011	PSRN - 1	Special Operations Division Tactical Branch 2850 NY Avenue NE	17,087.00		12	\$ -
2012	PSRN - 1	NSID (Narcotics) 2850 NY Avenue NE	40,514.00		12	\$ -
2013	Non PSRN	Fleet Service 2175 West Virginia Ave NE	7,249.00		12	\$ -
2014	Non PSRN	MPD Warehouse/Evidence Control Branch 17 DC Village Lane SW	27,269.00		12	\$ -
2015	Non PSRN	Traffic Safety & Special Enforcement Branch 501 New York Ave, NW	19,011.00		12	\$ -
2016	Non PSRN	Harbor Patrol 550 Water Street, SW	5,223.00		12	\$ -
2017	Non PSRN	Patrol Services North 801 Shepherd Street, NW	55,015.00		12	\$ -
2018	Non PSRN	ERT/DSO - #3B DC Village Lane Bldg , SW	12,303.00		12	\$ -

B.6.3.1	BASIC JANITORIAL SERVICES (CONTINUED...)					
Contract Line Item Number (CLIN)	Service Level Specification	Location	Cleanable Square Footage	Fixed Monthly Rate	Quantity	Extended Cost
2019	Non PSRN	Bundy Building 429 O Street, NW	45,267.00		12	\$ -
2020	Non PSRN	Recruiting Blue Plains #1 DC Village Lane SW	31,006.30		12	\$ -
2021	PSRN	Henry Daly Building 300 Indiana Ave, NW	352,489.00		12	\$ -
2022	Non PSRN	Bomb Squad 4669 Blue Plains Dr., SW	54,794.00		12	\$ -
2023	Non PSRN	Impound Lot 5001 Shepherd Parkway, SW	1,560.00		12	\$ -
2024	Non PSRN	K-9 Unit 4665 Blue Plains Dr., SW	1,131.00		12	\$ -
2025	Non PSRN	Training Academy 4665 Blue Plains Dr., SW	77,228.00		12	\$ -
2026	Non PSRN	Special Liasion Unit 1369-A Connecticut Ave. NW	1,424.00		12	\$ -
2027	Non PSRN	Equipment and Supply Branch 2850 NY Avenue NE	8,693.00		12	\$ -
2028	Non PSRN	DPW at Blue Plains- Impound 5001 Shepherd Parkway, SW	6,500.00		12	\$ -
<b>TOTAL COST</b>						<b>\$ -</b>

**SUPPLEMENTAL SERVICE**

B.6.3.2	MPD FIRING RAGE JANITORIAL SERVICES			
Contract Line Item Number (CLIN)	Description	Fixed Monthly Rate	Estimated Quantity	Extended Cost
2030	Section C.4.3 Specialized Cleaning of the MPD Firing Range located at 4665 Blue Plains Drive, SW, Washington D.C.		12	\$ -
<b>B.6.3.2 TOTAL</b>				<b>\$ -</b>

<b>B.6.3.3 HAZARDOUS WASTE PICK-UP SERVICES</b>				
<b>Contract Line Item Number (CLIN)</b>	<b>Description</b>	<b>Fixed Per Box Rate</b>	<b>Estimated Quantity</b>	<b>Extended Cost</b>
2031	Section C.4.4 Hazardous Waste Pick-up at various District Facilities		900	\$ -
<b>B.6.3.3 TOTAL</b>				<b>\$ -</b>

<b>B.6.3.4 ENVIRONMENTAL CLEANING SERVICES</b>				
<b>Contract Line Item Number (CLIN)</b>	<b>Description</b>	<b>Fixed Hourly Rate</b>	<b>Estimated Quantity</b>	<b>Extended Cost</b>
2032	Section C.4.5 Environmental Cleaning at various District Facilities		2,150	\$ -
<b>B.6.3.4 TOTAL</b>				<b>\$ -</b>

<b>B.6.3.5 SUPPLEMENTAL SERVICE LABOR RATES</b>				
<b>Contract Line Item Number (CLIN)</b>	<b>Description</b>	<b>Fixed Hourly Rate</b>	<b>Estimated Quantity</b>	<b>Extended Cost</b>
2033	Supervisor (Laboror)		1	\$ -
2034	Janitor		1	\$ -
2035	Porter		1	\$ -
<b>Supplemental Service Labor Rates TOTAL COST</b>				<b>\$ -</b>

**BASE YEAR SERVICES GRAND TOTAL \$ -**

**B.6.4 OPTION YEAR THREE (OY3)**

<b>B.6.4.1 BASIC JANITORIAL SERVICES</b>						
<b>Contract Line Item Number (CLIN)</b>	<b>Service Level Specification</b>	<b>Location</b>	<b>Cleanable Square Footage</b>	<b>Fixed Monthly Rate</b>	<b>Quantity</b>	<b>Extended Cost</b>
3001	PSRN -1	1 <sup>st</sup> District 101 M St., SW	168,134.50		12	\$ -
3002	PSRN	1 <sup>st</sup> District Sub-Station 500 E Street, SE	11,636.00		12	\$ -
3003	PSRN -1	2 <sup>nd</sup> District Headquarters 3320 Idaho Ave., NW	29,978.00		12	\$ -
3004	PSRN -1	3 <sup>rd</sup> District Headquarters 1620 V Street, NW	33,854.00		12	\$ -
3005	PSRN	4 <sup>th</sup> District Sub-Station 750 Park Road, NW	9,965.00		12	\$ -
3006	PSRN -1	4 <sup>th</sup> District Headquarters 6001 Georgia Ave., NW	35,961.00		12	\$ -
3007	PSRN -1	5 <sup>th</sup> District 1805 Bladensburg Rd NE	102,013.90		12	\$ -
3008	PSRN	6 <sup>th</sup> District Sub-Station 2701 Penn Ave., SE	9,326.00		12	\$ -
3009	PSRN - 1	6 <sup>th</sup> District/Youth Division 5002 Hayes Street, NE	88,000.00		12	\$ -
3010	PSRN -1	7 <sup>th</sup> District 2455 Alabama Ave., SE	71,759.00		12	\$ -
3011	PSRN - 1	Special Operations Division Tactical Branch 2850 NY Avenue NE	17,087.00		12	\$ -
3012	PSRN - 1	NSID (Narcotics) 2850 NY Avenue NE	40,514.00		12	\$ -
3013	Non PSRN	Fleet Service 2175 West Virginia Ave NE	7,249.00		12	\$ -
3014	Non PSRN	MPD Warehouse/Evidence Control Branch 17 DC Village Lane SW	27,269.00		12	\$ -
3015	Non PSRN	Traffic Safety & Special Enforcement Branch 501 New York Ave, NW	19,011.00		12	\$ -
3016	Non PSRN	Harbor Patrol 550 Water Street, SW	5,223.00		12	\$ -
3017	Non PSRN	Patrol Services North 801 Shepherd Street, NW	55,015.00		12	\$ -
3018	Non PSRN	ERT/DSO - #3B DC Village Lane Bldg , SW	12,303.00		12	\$ -

<b>B.6.4.1 BASIC JANITORIALSERVICES (CONTINUED...)</b>						
<b>Contract Line Item Number (CLIN)</b>	<b>Service Level Specification</b>	<b>Location</b>	<b>Cleanable Square Footage</b>	<b>Fixed Monthly Rate</b>	<b>Quantity</b>	<b>Extended Cost</b>
3019	Non PSRN	Bundy Building 429 O Street, NW	45,267.00		12	\$ -
3020	Non PSRN	Recruiting Blue Plains #1 DC Village Lane SW	31,006.30		12	\$ -
3021	PSRN	Henry Daly Building 300 Indiana Ave, NW	352,489.00		12	\$ -
3022	Non PSRN	Bomb Squad 4669 Blue Plains Dr., SW	54,794.00		12	\$ -
3023	Non PSRN	Impound Lot 5001 Shepherd Parkway, SW	1,560.00		12	\$ -
3024	Non PSRN	K-9 Unit 4665 Blue Plains Dr., SW	1,131.00		12	\$ -
3025	Non PSRN	Training Academy 4665 Blue Plains Dr., SW	77,228.00		12	\$ -
3026	Non PSRN	Special Liasion Unit 1369-A Connecticut Ave. NW	1,424.00		12	\$ -
3027	Non PSRN	Equipment and Supply Branch 2850 NY Avenue NE	8,693.00		12	\$ -
3028	Non PSRN	DPW at Blue Plains- Impound 5001 Shepherd Parkway, SW	6,500.00		12	\$ -
<b>TOTAL COST</b>						<b>\$ -</b>

### SUPPLEMENTAL SERVICE

<b>B.6.4.2 MPD FIRING RAGE JANITORIAL SERVICES</b>				
<b>Contract Line Item Number (CLIN)</b>	<b>Description</b>	<b>Fixed Monthly Rate</b>	<b>Estimated Quantity</b>	<b>Extended Cost</b>
3030	Section C.4.3 Specialized Cleaning of the MPD Firing Range located at 4665 Blue Plains Drive, SW, Washington D.C.		12	\$ -
<b>B.6.4.2 TOTAL</b>				<b>\$ -</b>

<b>B.6.4.3 HAZARDOUS WASTE PICK-UP SERVICES</b>				
<b>Contract Line Item Number (CLIN)</b>	<b>Description</b>	<b>Fixed Per Box Rate</b>	<b>Estimated Quantity</b>	<b>Extended Cost</b>
3031	Section C.4.4 Hazardous Waste Pick-up at various District Facilities		900	\$ -
<b>B.6.4.3 TOTAL</b>				<b>\$ -</b>

<b>B.6.4.4 ENVIRONMENTAL CLEANING SERVICES</b>				
<b>Contract Line Item Number (CLIN)</b>	<b>Description</b>	<b>Fixed Hourly Rate</b>	<b>Estimated Quantity</b>	<b>Extended Cost</b>
3032	Section C.4.5 Environmental Cleaning at various District Facilities		2,150	\$ -
<b>B.6.4.4 TOTAL</b>				<b>\$ -</b>

<b>B.6.4.5 SUPPLEMENTAL SERVICE LABOR RATES</b>				
<b>Contract Line Item Number (CLIN)</b>	<b>Description</b>	<b>Fixed Hourly Rate</b>	<b>Estimated Quantity</b>	<b>Extended Cost</b>
3033	Supervisor (Laboror)		1	\$ -
3034	Janitor		1	\$ -
3035	Porter		1	\$ -
<b>Supplemental Service Labor Rates TOTAL COST</b>				<b>\$ -</b>

**BASE YEAR SERVICES GRAND TOTAL \$ -**



**B.6.5 OPTION YEAR FOUR (OY4)**

<b>B.6.5.1 BASIC JANITORIAL SERVICES</b>						
<b>Contract Line Item Number (CLIN)</b>	<b>Service Level Specification</b>	<b>Location</b>	<b>Cleanable Square Footage</b>	<b>Fixed Monthly Rate</b>	<b>Quantity</b>	<b>Extended Cost</b>
4001	PSRN -1	1 <sup>st</sup> District 101 M St., SW	168,134.50		12	\$ -
4002	PSRN	1 <sup>st</sup> District Sub-Station 500 E Street, SE	11,636.00		12	\$ -
4003	PSRN -1	2 <sup>nd</sup> District Headquarters 3320 Idaho Ave., NW	29,978.00		12	\$ -
4004	PSRN -1	3 <sup>rd</sup> District Headquarters 1620 V Street, NW	33,854.00		12	\$ -
4005	PSRN	4 <sup>th</sup> District Sub-Station 750 Park Road, NW	9,965.00		12	\$ -
4006	PSRN -1	4 <sup>th</sup> District Headquarters 6001 Georgia Ave., NW	35,961.00		12	\$ -
4007	PSRN -1	5 <sup>th</sup> District 1805 Bladensburg Rd NE	102,013.90		12	\$ -
4008	PSRN	6 <sup>th</sup> District Sub-Station 2701 Penn Ave., SE	9,326.00		12	\$ -
4009	PSRN - 1	6 <sup>th</sup> District/Youth Division 5002 Hayes Street, NE	88,000.00		12	\$ -
4010	PSRN -1	7 <sup>th</sup> District 2455 Alabama Ave., SE	71,759.00		12	\$ -
4011	PSRN - 1	Special Operations Division Tactical Branch 2850 NY Avenue NE	17,087.00		12	\$ -
4012	PSRN - 1	NSID (Narcotics) 2850 NY Avenue NE	40,514.00		12	\$ -
4013	Non PSRN	Fleet Service 2175 West Virginia Ave NE	7,249.00		12	\$ -
4014	Non PSRN	MPD Warehouse/Evidence Control Branch 17 DC Village Lane SW	27,269.00		12	\$ -
4015	Non PSRN	Traffic Safety & Special Enforcement Branch 501 New York Ave, NW	19,011.00		12	\$ -
4016	Non PSRN	Harbor Patrol 550 Water Street, SW	5,223.00		12	\$ -
4017	Non PSRN	Patrol Services North 801 Shepherd Street, NW	55,015.00		12	\$ -
4018	Non PSRN	ERT/DSO - #3B DC Village Lane Bldg , SW	12,303.00		12	\$ -

B.6.5.1	BASIC JANITORIAL SERVICES (CONTINUED...)					
Contract Line Item Number (CLIN)	Service Level Specification	Location	Cleanable Square Footage	Fixed Monthly Rate	Quantity	Extended Cost
4019	Non PSRN	Bundy Building 429 O Street, NW	45,267.00		12	\$ -
4020	Non PSRN	Recruiting Blue Plains #1 DC Village Lane SW	31,006.30		12	\$ -
4021	PSRN	Henry Daly Building 300 Indiana Ave, NW	352,489.00		12	\$ -
4022	Non PSRN	Bomb Squad 4669 Blue Plains Dr., SW	54,794.00		12	\$ -
4023	Non PSRN	Impound Lot 5001 Shepherd Parkway, SW	1,560.00		12	\$ -
4024	Non PSRN	K-9 Unit 4665 Blue Plains Dr., SW	1,131.00		12	\$ -
4025	Non PSRN	Training Academy 4665 Blue Plains Dr., SW	77,228.00		12	\$ -
4026	Non PSRN	Special Liasion Unit 1369-A Connecticut Ave. NW	1,424.00		12	\$ -
4027	Non PSRN	Equipment and Supply Branch 2850 NY Avenue NE	8,693.00		12	\$ -
4028	Non PSRN	DPW at Blue Plains- Impound 5001 Shepherd Parkway, SW	6,500.00		12	\$ -
<b>TOTAL COST</b>						<b>\$ -</b>

### SUPPLEMENTAL SERVICE

B.6.5.2	MPD FIRING RAGE JANITORIAL SERVICES			
Contract Line Item Number (CLIN)	Description	Fixed Monthly Rate	Estimated Quantity	Extended Cost
4030	Section C.4.3 Specialized Cleaning of the MPD Firing Range located at 4665 Blue Plains Drive, SW, Washington D.C.		12	\$ -
<b>B.6.5.2 TOTAL</b>				<b>\$ -</b>

<b>B.6.5.3 HAZARDOUS WASTE PICK-UP SERVICES</b>				
<b>Contract Line Item Number (CLIN)</b>	<b>Description</b>	<b>Fixed Per Box Rate</b>	<b>Estimated Quantity</b>	<b>Extended Cost</b>
4031	Section C.4.4 Hazardous Waste Pick-up at various District Facilities		900	\$ -
<b>B.6.5.3 TOTAL</b>				<b>\$ -</b>

<b>B.6.5.4 ENVIRONMENTAL CLEANING SERVICES</b>				
<b>Contract Line Item Number (CLIN)</b>	<b>Description</b>	<b>Fixed Hourly Rate</b>	<b>Estimated Quantity</b>	<b>Extended Cost</b>
4032	Section C.4.5 Environmental Cleaning at various District Facilities		2,150	\$ -
<b>B.6.5.4 TOTAL</b>				<b>\$ -</b>

<b>B.6.5.5 SUPPLEMENTAL SERVICE LABOR RATES</b>				
<b>Contract Line Item Number (CLIN)</b>	<b>Description</b>	<b>Fixed Hourly Rate</b>	<b>Estimated Quantity</b>	<b>Extended Cost</b>
4033	Supervisor (Laboror)		1	\$ -
4034	Janitor		1	\$ -
4035	Porter		1	\$ -
<b>Supplemental Service Labor Rates TOTAL COST</b>				<b>\$ -</b>

**BASE YEAR SERVICES GRAND TOTAL \$ -**

**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/SCOPE OF WORK**

**C.1 SCOPE**

The District of Columbia (the “District), Department of General Services, (DGS) is seeking a Contractor(s) to provide janitorial and related supplemental services for District owned, operated and or leased facilities begin utilized by the Metropolitan Police Department (MPD) and Fire and Emergency Medical Service (FEMS). The Contractor shall provide all management, supervision, labor, materials, supplies, and equipment necessary to successfully and effectively provide janitorial and related supplemental services to ensure clean, safe, and well maintained facilities in accordance with the standards set forth in the Scope of Work. It is the goal of this procurement to provide clean, comfortable facilities that promote a positive work environment, business service areas, and other areas that are not readily visible to the public.

**C.2 APPLICABLE DOCUMENTS**

Item #	Document	Title	Version/ Date
1	U.S. Law	Environmental Protection Agency (EPA) 42 USC sections 6901-6976 Hazardous Substances and Waste <a href="http://www.epa.gov">http://www.epa.gov</a>	Most Recent
2	U.S. Law	Environmental Protection Agency (EPA) Clean Air Act of 1990 <a href="http://www.epa.gov/clean-air-act-overview/clean-air-act-text/">http://www.epa.gov/clean-air-act-overview/clean-air-act-text /</a>	Most Recent
3	Federal Regulations	U.S. Department of Labor OSHA 29 CFR, Part 1910, Subparts A-P	Most Recent
4	Federal Regulations	U.S. Department of Labor OSHA 29 CFR, Part 1926 (OSHA)	Most Recent
5	Federal Regulations	40 CFR, Parts 260, 261, 264, 265, 268, 270, and 273 Protection of Environment Environmental Protection Agency	Most Recent
6	Industry Standard and Specifications	Vacuum Cleaner - GREEN LABEL/ GREEN LABEL PLUS Seal of Approval Products	Most Recent
7	Consent Decree	District - Sierra Club Consent Decree	Most Recent
8	Industry Standard and Specifications	ANSI/ASSE A1264.2-2012 Standard for the Provision of Slip Resistance on Walking/Working Surfaces	Most Recent
9	Federal Guidelines	Center for Disease Control Protocols	Most Recent
10	Industry Standard	ASTM E1971 - 05(2011) Standard Guide for Stewardship for the Cleaning of Commercial and Institutional Buildings	2011

The Contractor shall comply with the most recent versions and any future revisions to all applicable federal and District laws, regulations, policies in the fulfillment of the required services. The following documents and any subsequent revisions are relevant to this procurement and are incorporated by this reference.

### **C.3 DEFINITIONS**

**C.3.1 Acceptance** - constitutes acknowledgment that the supplies or services conform to applicable contract quality and quantity requirements.

**C.3.2 Approval** - means the District has reviewed submittals, deliverables, or administrative documents (e.g., insurance certificates, MSDS Sheets, and etc.), and has determined the documents conform to contract requirements. District approval shall not relieve the Contractor of responsibility for complying with Federal, District, local laws and regulations.

**C.3.3 Annually** - Services to be performed one (1) time per calendar year.

**C.3.4 Bi-Annually** - Services to be performed two (2) times per calendar year, preferably six months apart.

**C.3.5 Bi-Weekly** - Services to be performed twice (2) a month.

**C.3.6 COTR and BM** - Contracting Officers Technical Representative (COTR) coordinates staff and Contractors in the activities concerned with the operation, repair, servicing, and maintenance of facilities to minimize interruption and improve efficiency. Assigns workers to duties such as maintenance repair or renovation and directs contracted projects to ensure adherence to specifications. Will advise and coordinate with the Contractor regarding access to the space, storage, Contractor work badges, general work-requests, hours of operation for the offices, and general janitorial tenant needs. The Building Managers (BM) will assist in the evaluation of the Contractor's services and will review any above standard supplemental work needs and quotes.

**C.3.7 Clean/Cleanliness Quality** - A like new appearance, specifically:

- a. The absence of little or undesirable debris that can be eliminated by appropriate monitoring techniques.
- b. The absence of unbounded dust buildup on any surface of any items subject to appropriate dusting techniques.
- c. The complete, comprehensive and thorough cleaning of any item subject to cleaning including corners, inside, outside, top, bottom, under and over all surfaces.

- d. The absence of any surface marks including finger prints, spills or other undesirable bonded surface residue that can be eliminated by appropriate damp or wet cleaning techniques.
- e. The absence of any soil, wax or other undesirable bonded build-up, which can be eliminated by appropriate heavy-duty cleaning.
- f. The presence of appropriate surface gloss, protection or reflective capacity in line with a like new or appropriate gloss levels.
- g. The absence of minor spots, marks or other limited surface soil that can be eliminated by appropriate spot cleaning techniques.
- h. The absence of dust, lint and other in-fiber accumulation in fabric and carpeted areas that can be eliminated by appropriate vacuum cleaning techniques.
- i. A surface shall be considered clean if: The Contractor demonstrates to the satisfaction of the District that any visible dirt, dust, foreign matter, film grimes, stains fingerprints, streaks, spots, blemishes, and/or chemical residues which remain on the surface after cleaning cannot be removed without permanently damaging the underlying surface.

**C.3.8 Cleaning Services** – refers to the cleaning service requirements in the contracts. They include the following three categories of routine janitorial services, periodic janitorial service and related supplemental work.

**C.3.9 Comprehensive Janitorial Services** - cleaning services that include the routine, periodic and supplemental periodic cleaning.

**C.3.10 Correction** - The elimination of a defect.

**C.3.11 Custodial** - A reference to "custodial" is interchangeable with "janitorial". Custodial and related services can include, but is not limited to, window washing, trash removal, recycling, landscaping, and maintaining a building or area.

**C.3.12 Custodian** - An individual who performs housekeeping and janitorial tasks.

**C.3.13 Daily** - Services to be performed, at a minimum, of one (1) time per day.

**C.3.14 Defective Service** - An assessment of service that does not conform with specified requirements. These defective services shall be noted and reviewed on contract discrepancy reports, and subsequently evaluated for the modification and/or termination of the contract.

**C.3.15 Deficiency** - Any part of a proposal from a Contractor or any work performed by a Contractor that fails to satisfy the District requirements.

- C.3.16 Direct Cost** - All costs incurred in the actual performance I execution of services.
- C.3.17 District Quality Assurance** - These are the various functions, including inspections, by the District to determine whether a Contractor has fulfilled the contract obligations pertaining to cleaning quality and quantity. District Quality Assurance is different from and is not a substitute for Contractor Quality Control.
- C.3.18 Exterior** - Entrances, landing, steps, sidewalks, parking areas, facades, moats, and lawns located adjacent to the building and extending to the established property line.
- C.3.19 Floor Surfaces and Their Care may include, but are not limited to the following:**
- a. Asphalt Tile - Asphalt tile is a mixture of asbestos fibers, pigments and invert fillers bound together with an asphalt or resin binder. Ingredients are mixed, heated, and then rolled out in sheets and cut to size. The colors of asphalt tile are divided into four groupings, A, B, C, and D with "A" as the darkest and "D" as the lightest; A and B usually contain asphalt binders, and C and D resin binders. Asphalt tile is also furnished in a grade designated as greaseproof. Oils and solvents should be avoided on all types.
  - b. Marble - Marble is essentially calcium carbonate that has been changed by nature through pressure, heat and water into crystalline form. The beautiful colors in marble are due to impurities. Marble is easily damaged by acids.
  - c. Rubber - Rubber is a mixture of rubber-natural synthetic and/or reclaimed with invert fillers and color pigments. The raw materials are mixed, heated and rolled out under pressure. The strips of rubber are then cut to size. Rubber flooring varies widely in form and properties and is available in tiles and sheets and with many degrees of hardness and flexibility. It is subject to deterioration from oils and solvents.
  - d. Vinyl- Vinyl resins are used as the building agency and may be anyone of the following general classifications: (A) vinyl asbestos tile composed of asbestos fibers and color pigments with vinyl resin used as the binder. It is somewhat more flexible, resilient, and stain resistant than asphalt tile. (B) Homogeneous flexible vinyl tile is somewhat comparable to rubber tile. It does not have as much filler and less invert pigment. Some flexible vinyl is laminated to a backing material such as cork or coarser vinyl flooring. (C) Colendered vinyl flooring is somewhat comparable to conventional

inlaid linoleum, except that the oxidized drying oils are replaced by a vinyl resin and plasterized. It is available either in tile or yard goods form.

- e. Wood - Including gym floors, the wood floors in common use may be either soft wood or hard woods, in a variety of widths, thicknesses and designs, and they may be either open grain or closed grain. Strip flooring is generally nailed to a wooden sub-floor; parquet flooring is generally laid in mastic on top of the on top of the sub-floor. Unless the floor is properly sealed, water will raise the grain and roughen the surface. Use of water for cleaning is not generally recommended, unless used sparingly. Avoid strong cleaner.

**C.3.20 Green Cleaning** - is a planned and organized approach to cleaning that uses products and processes that go beyond simple appearance and focuses on reducing impacts on human health and the environment.

**C.3.21 Hard and Resilient Flooring** - All flooring such as concrete, ceramic, terrazzo, brick and marble, which requires periodic finish stripping and re-sealing. All resilient flooring, such as, vinyl tile and linoleum that require several coats of floor finish.

**C.3.22 Hazardous Materials** - Any waste, substances, radiation or materials (whether solids, liquids or gases) that are:

- a. hazardous, toxic, infectious, explosive, radioactive, carcinogenic or mutagenic;
- b. now or become defined as pollutants, contaminants, hazardous wastes or substances, radioactive materials, solid waste or other similar designations in or otherwise subject to District and Federal regulations;
- c. present on the premises and can cause or threaten to cause, a nuisance pursuant to applicable statutory or common law upon the premises, facilities or properties;
- d. polychlorinated biphenyl's (PCB's) , asbestos, lead-based paint, urea, formaldehyde, foam insulation, petroleum and petroleum products including gasoline, crude oil etc., that pose a hazard to human health, safety, natural resources, industrial hygiene, the environment or an impediment to working conditions.

**C.3.23 Holidays** - Holidays observed by the District of Columbia Government.

**C.3.24 Inspection** - Examining and testing Contractor performance of services by the District to determine whether they conform to contract requirements.



- C.3.25**      **Material Safety Data Sheet (MSDS)** - a form with data regarding the properties of a particular substance.
- C.3.26**      **Monthly** - Services to be performed one (1) time per month.
- C.3.27**      **Modification** - Modification is a bilateral or unilateral change in the terms of a contract.
- C.3.28**      **Policing** - The constant monitoring and maintenance of common and specially identified areas (interior and exterior) for trash, debris, dust, spills, etc. Policing shall be conducted continuously throughout the day at periodic intervals, of no more than three (3) hours apart, so as to maintain a clean and safe environment.
- C.3.29**      **Quality Assurance (QA)** - Ways by which Contractor assures the District that quality services are/will be provided to satisfy the requirements of the contract.
- C.3.30**      **Quality Assurance Review Plan (QARP)** - The District's review method of monitoring and evaluating the Contractor's performance under a Performance Based Statement of Work (PBSOW) to ensure services meet contract requirements.
- C.3.31**      **Quality Control Program (QCP)** - The Quality Control Program or Plan is a system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable. Preparation of this document is the responsibility of the Contractor and should provide commentary on the continuous actions used by the Contractor to maintain employee performance so that the contract requirements are consistently met. This plan should include reports, records, and logs that contain information relative to the janitorial service of each building such as, but not limited to: service call logs, sign-in sheets, sign-out sheets, training reports, check-lists, service schedules, equipment recommendations, green product preferences, green cleaning plan, supply delivery schedule, strike contingency plan, exposure control plan, and pandemic plan, and etc. This information shall be maintained in an automated data system such as Microsoft Word and/or Microsoft Excel spread sheet format. The QCP shall be prepared by the Contractor and provided to the CO and COR as part of the offer package for review and acceptance by the District. The Contractor is not authorized to start work until the QCP is accepted and the proper security clearances obtained. Refer to Section H of the solicitation, in regard to proper security clearance requirements. The QCP is a living document and may be subject to change depending on the needs of the contract. When the QCP is revised the Contractor is required to provide an updated QCP, maintenance schedule and listing of current employees to the CO and COTR for acceptance.
- C.3.32**      **Recyclables** - Certain types of disposable waste, such as bottles, cans and newspapers that recover valuable resources and reduce the "waste stream" of trash and garbage going into landfills.

- C.3.33 Related Supplemental Services** - Janitorial related work in addition to the requirements of the routine daily and monthly cleaning services and periodic (quarterly) cleaning services. Related Supplemental Services include the following categories of janitorial work:
- C.3.33.1 Supplemental Periodic Services** - janitorial related work which the Contractor will be requested to perform on a periodic basis.
- C.3.33.2 Supplemental Optional Services** - janitorial related work which the Contractor may or may not be asked to perform. The District reserves the right to acquire the optional supplemental services from sources other than the Contractor when it is considered in the best interest of the District to do so, price and other factors considered.
- C.3.34 Response Time** - The time allowed the Contractor by the District after initial notification to the Contractor by the Contracting Officer (or the Contracting Officer's Technical Representative) of a work requirement to be physically on the premises at the work site, with appropriate tools, equipment and materials, ready to perform the required work. A two hours mobilization is allowed.
- C.3.35 Service Calls** - Service calls are considered standard service requirements, such as nonrecurring requests for emptying of trash and recycling bins, spills, replenishing restroom supplies, spot vacuuming, spot exterior litter removal, and etc. reported by building occupants, CO and BM. Time starts when a service call is initially submitted to the Contractor during occupant work hours.
- a. Routine Service Calls: Routine calls are service calls during Occupant Work Hours, which are not considered urgent or emergency service calls.
  - b. Urgent Calls: Service calls during Occupant Work Hours, which interrupt or otherwise adversely impact the District, or building occupant operations.
  - c. After Hours Emergency Calls: Those service calls that consist of correcting failures which constitute an immediate danger to personnel or property as determined by the COTR, BM. Response time for After Hours Emergency Calls outside of "Occupant Work Hours" shall not exceed two (2) hours.
- C.3.36 Standard Planned Services Schedule** - Standard all requirements are defined by specified performance outcomes, except for the following services, that shall be performed per a required service schedule. See the Attachment J .8 "Standard Planned Services Schedule" for details regarding scheduling for stripping and finishing floors, pressure washing, carpet cleaning and etc.

- C.3.37 Specialized Standard Services** - Specialized services are standard services specific only to gyms, child care centers, labs, morgues, hospitals, and health care centers and are included in some, but not all contract facilities.
- C.3.38 Standard Services** - A standard service is defined as all services that are included in the monthly price or as defined in the Contract document and will include all planned and scheduled services. Prices are to include all applicable labor, materials, supplies, equipment (except as otherwise provided), supervision, and management.
- C.3.39 Supplemental Services** - Supplemental Services are services that are above standard, and are not covered in the monthly price of the contract. Contractor prices include all applicable labor, materials, supplies, equipment (except as otherwise provided), supervision, and management. Supplemental Services are requested by and performed for the convenience of occupant agencies that are not required under "standard services" or "standard planned services".
- C.3.40 Weekly** - Services to be performed one (1) time per week.
- C.3.41 Service Level Specification** - denotes staffing levels required for properties as Non-PSRN, Priority Service Requirements Necessary (PSRN), or Priority Service Requirements Necessary- 1 (PSRN 1).
- C.3.42 Key Personnel** - refers to the Contractor's personnel, who has been identified and approved to perform the work; they will provide the required services under the supervision of the Contractor and the COTR.

## **C.4 REQUIREMENTS**

The Contractor shall furnish all personnel, labor, equipment, material, tools, supplies, supervision, management, and services, except as may be expressly set forth as District furnished, and otherwise do all things necessary to or incident to, perform and provide the work efforts described in this section.

### **C.4.1 Internal Cleaning Services**

The Contractor shall provide standard services and standard planned services of a custodial nature for the interior and exterior of various facilities. The Contractor shall use innovation, technology and other means and methods to develop and perform the most efficient cleaning services for the designated district facilities.

#### **C.4.1.1 Floor Care and Services**

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

#### C.4.1.1.1 Floors

The Contractor shall ensure floors, base moldings, and grout are clean and free of debris including, but not limited to, dirt, water streaks, mop marks, string, gum, tar, and other foreign matter. The Contractor shall ensure floors maintain their natural luster and do not have a dull appearance. Wet mopped floors shall be cleaned using disinfectant cleaner(s) with additional scrubbing, if necessary. 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:

- a. Sweep all non-carpeted floors, to include staircases, closets and offices, daily or as frequently as required to maintain the standards set herein.
- b. Vacuum all carpeted floors daily or as frequently as required to maintain the standards set herein.
- c. Mop all non-carpeted floors, to include staircases, daily or as frequently as required to maintain the standards set herein. Supply, place and remove appropriate and proper signs/warning signs for wet floors in order to ensure end user safety.

#### C.4.1.1.2 Floor Care Services

The Contractor shall provide floor care services as described below:

- a. **Laminated Flooring (ADP Floors):** Damp mopping shall be the only method of wet cleaning for floors in Automated Data Processing (ADP) space.
- b. **Asphalt Floors:** Damp mopping shall be the only method of wet cleaning for floors containing asphalt material.
- c. **Granite and Marble Floors (Crystallization):** All applicable floor areas shall be maintained in accordance with contractor's Quality Control Plan. Surfaces shall be maintained clean and free of smudges, dust, dirt, and removable soil substances. Surfaces shall present a uniform luster. Marble surfaces should be cleaned with a dampened dust cloth. **THE CONTRACTOR SHALL NOT USE CLEANING SOLUTIONS ON MARBLE SURFACES.**
- d. **Loading Dock Floors:** Spill residue and clean-up materials shall be disposed of in accordance with the Environmental Protection Agency (EPA). 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 or as frequently as required to maintain the standards set herein.

- e. **Stripping, Sealing and Waxing:** The Contractor shall perform full scale stripping, sealing and waxing standard planned services on a semi-annual basis. The old finish or wax shall be removed in accordance with standard commercial practices. Spots shall be eliminated. There shall be no evidence of gum, bums, scuffmarks, or wax build-up in corners or crevices. Walls, baseboards, and other surfaces shall be free of finish residue and marks from equipment. Floors shall be free of streaks, mop strand marks, and skipped areas. The finished area shall have a uniform luster. See **Attachment J.1** for details regarding scheduling.
- f. **Buff and Shine:** All floors shall be buffed and shined to an industry standard. The Contractor shall perform buffed and shined services in high traffic areas on a daily basis and low traffic areas shall be serviced on a weekly basis. See **Attachment J.1** for details regarding scheduling. Additional cleaning of high traffic areas that are requested by the COTR as non-standard planned services shall be completed on and on-call basis at the direction of the COTR at no additional charge to the District.
- g. **Sealing:** The Contractor shall apply industry standard sealant to appropriate floors on a semi-annual basis. Sealant shall adhere to the floor. Floor areas shall be evenly coated with a slip resistant seal. Sealant shall only be applied to appropriate floors. See **Attachment J.1** for details regarding scheduling.
- h. **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.
- i. **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, once per week, either prior to 8:30AM or after 4:00PM.
- j. **Carpet and Rug Service:** Carpeted areas shall be maintained, cleaned, and free of spots and odors. Floors, base moldings, and grout shall be clean and free of debris including, but not limited to, dirt, string, gum, tar, and other foreign matter. The Contractor shall vacuum all carpeted floors every business day or as frequently as required to maintain the standards set herein. These services shall be performed either prior to 8:30AM or after 4:00PM.

- k. **Carpeting in Main Public Areas:** The Contractor shall maintain rugs and carpet clean and free of spots and odors. There shall not be any visible dirt, soil substances, spillages, or removable stains. Build-ups, spills, and crusted material shall be removed along with spots and smears. There shall be no evidence of carpet fuzzing or deterioration as a result of harsh brushing or scrubbing. Cleaned areas of carpets and rugs shall be reasonably blended with surrounding carpets.
  
- l. **Spot Cleaning:** Carpet surfaces shall be free of removable spots, soiled traffic patterns, dirt, dust, debris, gum, and crusted material. Spot cleaning shall be accomplished by cleaning only the immediate affected area to remove any evidence of the dirt, soil, debris, liquid, stains, or other foreign materials which made the cleaning necessary.
  - 1. Carpet spotting shall be completed as frequently as required to maintain the standards set herein.
  - 2. If carpet spotting does not accomplish the goals outlined in item l above, the Contractor shall notify the COTR if carpet/flooring needs replacement.
  
- m. **Vacuuming:** Carpet surfaces are to be free of dirt, dust, crumbs, and other debris. Vacuuming shall be done at a minimum frequency that will protect the integrity of the carpet and prolong wear. Basic vacuuming (e.g. all high traffic areas and main hallways/walkways) shall be done on a daily basis. Detail vacuuming (e.g. all high traffic areas, all main hallways/walkways, all offices, all conference rooms, cubicles, and all workrooms). Vacuuming of all areas shall be done at a minimum of once daily and as frequently as required to maintain the standards set herein.
  - 1. The Contractor shall utilize vacuum cleaners that meet the requirements of the Carpet and Rug Institute "Green Label/Green Label Plus" Testing Program.
  
- n. **Carpet Shampooing and Extraction Cleaning:** The Contractor shall take measures to prevent the growth of mold. The carpet shall be dry before tenants occupy the building on the next business day. Moving of duplicating equipment, computer equipment, and similar type electric and electronic equipment shall be coordinated with the COTR, BM, and BMS prior to cleaning of the carpet. Any furnishings moved are to be returned to their original positions. Carpet shampooing and extraction cleaning standard planned services shall be on a semiannual basis. **See Attachment J.1** for details regarding scheduling.
  
- o. **Carpeting in Conference Rooms, Offices, and Other Rooms:** These areas shall be cleaned in accordance with the above standards.

- p. **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 BM 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. 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 BM 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 BM has determined that they are no longer required.
- q. **Rubberized or Specialized Mats:** Certain facilities have specialized flooring, for further details regarding specialized flooring needs.
- r. **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.
- s. **Concrete:** These floors shall be swept and cleaned with a damp mop.

**C.4.1.2 Standard Restroom(s), Shower Room(s), Locker Room(s), and Holding Cell(s) Services**

The Contractor shall provide standard restroom, shower room, locker room, and holding cell cleaning services for the work items listed below. The Contractor shall provide Restroom(s), Shower Room(s), Locker Room(s), and Holding Cell(s) Services in accordance with Occupational Safety and Health Administration (OSHA) 29 CFR 1910.1030 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. The Contractor shall ensure at a minimum:

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, Shower Rooms, Locker Rooms and Holding Cells shall be policed hourly to prevent trash from accumulating. Commode seats and sinks shall be wiped during policing to maintain a clean appearance. Full cleaning services shall be provided a minimum of three times daily or as frequently as required to maintain standards set herein.

- a. **Standard Restrooms, Shower Rooms, and Locker Rooms:** Close restroom, locker-room, shower room, remove all movable objects from area and place

approved “closed” signage to area prior to beginning task. Apply approved cleaning solution at approved dilution to area to be scrubbed, not allowing solution to dry. Quickly agitate small section coated with solution with approved stiff bristle brush. Be sure grout is cleaned. Thoroughly mop rinse are with clean cotton mop and clear water twice. Make sure all walls, doors, baseboards, etc. are also thoroughly rinsed. All standard restrooms, shower rooms, and locker rooms services are provided in accordance with the above standards, on a daily basis, as frequently as required to maintain the standards set herein.

- b. **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.
- c. **Floor and Wall Grout:** All floor and wall grout shall be maintained free of any dirt, grime, or finish buildup.
- d. **Partitions, Doors, 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.
- e. **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.
- f. **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.



- g. **Dispensers:** The District shall provide dispensers unless otherwise specified by the COTR. The Contractor shall replenish supplies and fill dispensers as a standard service. The supplies for the provided dispensers shall be compatible with the dispenser's manufacturer's requirements. The Contractor shall supply automatic air-fresheners in restrooms and locker rooms and shall replenish as per manufactures recommendations. Supplies for dispensers including but not limited to toilet seat covers, toilet tissue, towels, soap, etc., shall be continuously maintained and refilled throughout the day as necessary to meet the needs of the tenants.
  - 1. All soap dispensers shall be refilled each time levels become 75% finished.
  - 2. All loose paper towel dispensers shall be refilled each time levels become 75% finished.
  - 3. All rolling paper towel dispensers shall be replaced when levels become 80% finished.
- h. **Floors:** Unless otherwise indicated, the quality standard for this item is the same as that described in "Floor Care" of this contract under **Section C.4.1.1.2.**
- i. **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.

**C.4.1.2.1 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 per the needs and/or use of the tenants to prevent trash from accumulating. Commode seats and sinks shall be wiped during policing to maintain a clean appearance.

- a. Restroom service shall be provided at a minimum of once daily at all locations except for locations marked "Priority Service Requirements Necessary (PSRN/PRSN-1) or as frequently as required to maintain the standards set herein.
- b. Restroom service shall be provided at a minimum of twice daily at all locations marked PSRN/PRSN-1 or as frequently as required to maintain the standards set herein.

**C.4.1.2.2 Holding Cell(s) Services**

The Contractor shall clean Holding Cells in accordance with the above standards daily unless otherwise specified. The Contractor shall conduct monthly pressure washing of all floors and walls adjacent to sally ports with a disinfectant spray,

followed by squeegee drying the surfaces. See **Attachment J.1** for details regarding scheduling.

#### **C.4.1.2.3 Locker Services**

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

#### **C.4.1.3 Room Cleaning Services**

The Contractor shall provide standard room cleaning services for the work items herein. The basic standard of services provided shall be of the highest quality. The custodial/janitorial 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:

- a. **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/janitorial 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 no less than three (3) times daily or as frequently as required to maintain the standards set herein.
- b. **Corridors and Areaways:** The Contractor shall clean floor surfaces to make sure they are free of trash, debris, dirt, marks, or foreign matter. The floor surfaces shall have a uniform appearance without unsightly buildup of debris or dust and shall be slip resistant. Walls and baseboards shall be free of water splashes and markings. Metal surfaces shall be polished. Glass surfaces shall be clean and free of dirt, grime, dust, streaks, watermarks, spots, and shall not be cloudy. All corridor and areaways shall be serviced three (3) times daily or as frequently as required to maintain the standards set herein.
- c. **Elevators:** The Contractor shall clean all vertical and horizontal surfaces. All surfaces shall be clean and free of obvious dirt, dust, smudges, soil substances or other foreign matter. Metal surfaces shall be free of obvious smears, smudges, or soil substances. Carpeted surfaces and elevator door tracks shall be clean and maintained free of soil or foreign substances. Surfaces shall be clean and free of finger marks, smudges, and spills. Floors requiring a finish shall be maintained at a high luster. All elevators shall be serviced daily.

- d. **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 (3) times daily or as frequently as required to maintain standards set herein.
- e. **Guard Booth/Desk or Counters:** Services provided shall be consistent with “Room Cleaning” specifications of this contract. Guard booths shall be serviced daily.
- f. **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 at a minimum of once daily or as frequently as required to maintain the standards set herein.
- g. **Vending Areas, Break-Rooms, Kitchen, Pantry and Lunch Areas:** The Contractor shall perform exterior refrigerator cleaning standard planned services on a weekly basis (every Friday.) The Contractor shall perform interior refrigerator cleaning standard planned services on a quarterly basis or at the request of the COTR. All areas that are included in the vending space and seating areas shall be clean, sanitized, and free of spillages, food crumbs, spots, smudges, marks, soil, and show no signs of obvious trash and debris. Due to daily, heavy personnel usage, additional cleaning and policing shall be provided to ensure these areas and furniture therein is clean and sanitary. Counters, exterior of vending machines and all appliances shall be maintained clean and free of spillages, spots, smudges, or marks. The finished floor area shall be free of dirt, spots, spillages, and soil and shall be maintained in accordance with the “Floor Services” portion of this contract. The interiors and exteriors of the refrigerators, cabinets and drawers shall be completely emptied and cleaned on a weekly basis (every Friday). The exterior and interior of all microwave appliances shall be wiped down and cleaned on a daily basis. See **Attachment J.1** for details regarding scheduling. Vending areas, break rooms, kitchen, pantry and lunch areas shall be serviced every business day at 10:00AM and again at 6:00PM.

#### **C.4.1.4 All Spaces Not Specifically Identified Elsewhere in the Contract**

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

- a. Room furnishings and walls shall be free of obvious dirt and dust, cobwebs, and stains;

- b. Floor surfaces shall be maintained and clean and free of dirt, soil substances and debris;
- c. All surfaces shall present a uniform luster, free of spots, scuffmarks, and spillages; and
- d. Horizontal spaces, working papers shall not be disturbed.

#### C.4.1.5 Surfaces

The Contractor shall ensure building surfaces are maintained as follows:

- a. **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. **Metal, Brass and Woodwork:** Surfaces (including corners, crevices, moldings, ledges, hand rails, grills, doors, door knobs, door frames, 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.
- c. **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.
- e. **Glass Cleaning:** All glass, clear partitions, mirror surfaces, bookcases, and other glass (within approximately 70'' off 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 daily and or as frequently as required to maintain the standards set herein.
- f. **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 daily and or as frequently as required to maintain the standards set herein.
- g. **General Fixtures:** Fixtures and surfaces shall be clean with no dust, spots, soil substances, discoloration, mold, build-up, or excess moisture.
- h. **Walls:**

1. Clean Spots and/or Marks: Wall surfaces shall be free of smudges, marks, dirt, and spots. Cleaning should not cause discoloration.
  2. Wall service shall be provided on a daily basis for each wall.
- i. **High Dusting/Cleaning:** High dusting/cleaning is any interior room cleaning of seventy inches (70”) and above. High dusting services shall be completed on a semi-annual basis. The Contractor shall perform semi-annual high dusting standard planned services on a bi-annual basis. Surfaces shall be free from all dust, lint, litter and soil (beyond 70”). Walls shall be free from dirt, smudges and markings. Ceiling shall be free from cobwebs and loose dirt. See the **Attachment J.1** for details regarding scheduling.

#### **C.4.1.6 Trash, Wastebaskets, and Recycling:**

- a. **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. **Recycling:** The Contractor shall provide all labor, equipment, and means to collect and transport recyclable materials from recycling bins and containers located throughout the building to storage and loading areas. Recycling containers shall be emptied and kept clean, odor-free, and free of dirt, dust, debris, residue, and spilled materials. Plastic liners for all trash, debris containers, and recycling bins shall not be torn, worn, or contain residue. Cardboard side of desk recycling boxes shall be provided by the Contractors to each individual within the facility. Multiport Trash and Recycling common area bins shall be provided by the Contractors to each common area (i.e. break room, lunchroom, and etc.) within the facility.
- c. **Hazardous Materials:** The Contractor shall notify the COTR and or BM, of any item or material identified by the EPA and local regulatory agencies as hazardous waste, hazardous materials, or Universal Waste, observed in the trash or recycling receptacles. Typical prohibited wastes include but are not limited to fluorescent light bulbs, thermostats, thermometers, most chemicals, and batteries (40 CFR Parts 260-273) .
- d. **Medical Sharps:** Medical sharps shall be disposed of by the Contractor in accordance with State and Federal Department of Transportation requirements (49 CFR Part 173). Waste containers provided by the District shall comply with OSHA, 29 CFR Part 1910.1030 ( ).

- e. **Trash and Recyclables Collection Process:** The standards established from the ruling in the District case DC Gov VS. Sierra Club 2001(Revised 2005) dictates responsibilities for District solicitations of recycling services and Contractor reporting of recycling data. Therefore the following protocol shall be followed.
  
- f. **Collection and Disposal:** The Contractor shall provide clearly labeled “Recycling Only” Utility Collection Carts to collect and transport recyclable materials within the Facility. The Contractor shall never store or transport recyclables and trash together (even if bagged separately) in the same Utility Collection Cart, unless is a compartmentalized cart in order to avoid or give the appearance of cross contamination.
  - 1. The Contractor shall collect recyclables on a daily basis from Offices where large and mid-sized centralized containers are located. Centralized containers may be large white corrugated boxes approximately 42” high holding white ledger paper and/or mixed paper and smaller corrugated Boxes approximately 18” high holding newspapers. Other centralized Containers may also be composed of a plastic material. Utility Collection Carts containing recyclable materials shall be taken to the loading dock or designated hauling pick-up point within the premises to be emptied into “Recycling” designated hauling containers for transport to a recycling center.
  - 2. Contractor shall provide large, descriptive labels (Spanish and English) on all Containers used to transport trash or recyclables to the loading dock or designated hauling pick-up point within each building.
  - 3. Contractor shall, at a minimum collect, for recycling purposes the following materials (mixed office paper, including newspapers and inserts, soft cover publications, catalogs, unwanted mail, magazines, all other paper, any color any size), paperboard, corrugated boxes, food and beverage containers made of glass, plastic, tin and aluminum, toner cartridges, or other recyclable materials as deemed appropriate by the District).
  - 4. Contractor shall pull corrugated containers from the trash stream and place them in designated recycling containers. The Contractor shall, if necessary, bundle or bind the corrugated containers to facilitate transport by the recycling hauler. NOTE: Corrugated cardboard should never be placed in trash dumpsters or compactors for disposal.
  - 5. The Contractor shall set aside all broken furniture, wooden pallets and similar large objects for bulk collection pick up.

6. The Contractor shall weigh each week all recycling materials using scales (1) at facilities with existing scales, (2) for facilities without scales, the Contractor shall document/log the number of containers with recyclables and the number of containers with trash in accordance with the hauling schedule for that location. The Contractors shall complete and submit the Weekly Recyclable and Trash Weight forms to the COTR. The forms shall include, at a minimum; location, date, size of container, container contents, weight of container (if applicable), quantity of full containers and partially filled containers to the nearest quarter. All forms shall be approved by the COTR.
- g. **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.
- h. **Window Washing-Interior:** Window sashes, sills, woodwork, and other surrounding of glass shall be wiped free of drippings and other watermarks on a daily basis. In addition, windows shall be thoroughly deep cleaned (free of dirt, grime, streaks, and moisture, and shall not be cloudy) from corner to corner on the interior on an annual basis. See **Attachment J.1** for details regarding scheduling. Interior window washing shall be completed on a semi-annual basis.
- i. **Window Blinds and Coverings (Not including Drapes, Curtains, and Unique Coverings):**
  1. Windows and blinds services shall be completed on a semi-annual basis.
  2. Dusting: All blinds and coverings, cord tapes, and valances shall be clean and free of dust and spots. Non-operational blinds and coverings shall be reported to the COTR, BM and/or BMS for repair.
  3. Washing: Both sides of blinds and coverings shall be washed annually. Cleaning frequencies that are additional to standard planned services shall be completed on a supplemental reimbursement basis to the Contractor. See **Attachment J.1** for details regarding scheduling.

#### **C.4.1.7 Specialized Facilities-Fitness Center(s) at MPD Districts**

The Contractor shall clean and sanitize MPD fitness centers in accordance with the standard service requirements, with close attention paid to OSHA 29 CFR 1910.1030 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. In addition, the Contractor shall comply with any manufacture recommendations. The Contractor shall regularly and thoroughly sanitize and disinfect common areas using non-toxic, non-corrosive, EPA registered, no-rinse, no-wipe & no-residue formula that can be sprayed on and let air dry with no harm to user or

equipment. The Contractor shall use cleaning agents that kill 99.99% of all virus and bacteria, as well as mold and mildew. The Contractor shall service Specialized Facilities-Fitness Center(s) on a daily basis as described in **C.4.1.7.1** respectively and additionally as frequently required to maintain the standards set herein.

#### **C.4.1.7.1 Specialized Standard Cleaning-Fitness Centers**

The Contractor shall provide the following services daily at Specialized Facilities-Fitness Center(s) at MPD Districts:

- a. **Surfaces:** All metal (door frames and handles, fixtures, exercise equipment) and glazed surfaces (including partitions), shall be sanitized and free of smears, finger marks, and streaks. All metal and glaze surfaces shall have a uniform.
- b. **Equipment:** All vinyl surfaces of exercise equipment and exercise mats shall be sanitized and free of dust, dirt, spots, streaks, and smudges.
- c. **Specialized Flooring:** Services provided shall be consistent with the “Floor Services” specifications of this contract unless otherwise noted by manufacture needs or specialized flooring materials, such as fitness center rubber mat flooring.

#### **C.4.2 Exterior Cleaning Services**

The Contractor shall provide standard services and standard planned services of a custodial nature for the exterior of various facilities as described below.

##### **C.4.2.1 General Appearance and Policing**

**C.4.2.1.1** The Contractor shall provide exterior standard services for the work items listed below. The Contractor shall ensure all exterior areas are clean in appearance, free of litter, dirt, trash, debris and discarded items with no obvious signs of removable stains or foreign matter on concrete, brick, or other hard surfaces. The Contractor shall ensure all exterior areas surrounding the building shall be policed at a frequency to prevent trash and debris from accumulating; this includes the possible deposition of syringes, human and avian excrement.

**C.4.2.1.2** The Contractor shall take into consideration that exterior grounds are heavily used as a smoking area; therefore, policing services are required at a frequency to maintain a clean appearance. Hosing down exterior areas surrounding the building may be required by the COTR, BM, and/or BMS, weather permitting. When exterior cleaning or policing is performed, persons shall use all safety equipment and procedures required in Occupational Safety and Health Administration (OSHA) 29 CFR 1910.1030.



**C.4.2.1.3** The Contractor shall provide exterior cleaning services at a minimum of twice daily, at least, once in the morning and once in the late afternoon and or as frequently as required to maintain the standards set herein.

**C.4.2.2 Policing Outside Areas**

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

- a. **Policing:** All areas including lawn, grounds, planted areas, sidewalks, hard surfaces, parking areas, garages, docks, trash/recycling bins, platforms, driveways, ramps, lanes, etc.) shall be clean of gum, litter, debris, paper, trash, and other discarded material;
- b. **Unimproved Grounds:** All areas shall be cleared of trash, debris, and other discarded material each time the native grasses, weeds, etc. are cut.
- c. **Fence Lines:** Fence lines shall be cleared of trash, debris, and other discarded material;
- d. **Exterior Trash Dumpsters, Compactors, and Recycle Bins:** The Contractor shall maintain the areas around the exterior bins free of trash, debris, and clutter.

**C.4.2.3 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.

**C.4.2.4 Exterior Window Washing**

**C.4.2.4.1** The Contractor shall perform exterior window washing (ground level only) as standard planned services on an annual basis. The Contractor shall clean both sides of the glass to ensure the glass is clean and free of dirt, grime, streaks and moisture, and shall not be cloudy. The Contractor shall wipe and clean window sashes, sills, woodwork, and other areas surrounding the glass so that the area is free of drippings and other watermarks. Cleaning frequencies at the request of the COTR, which are in addition to standard planned services shall be completed on a supplemental reimbursement basis to the Contractor. See **Attachment J.1** for details regarding scheduling.

**C.4.2.4.2** The Contractor shall ensure window washing work is performed consistent with safety requirements promulgated by the OSHA including adequate fall protection for window washers. Contractor shall provide proof of ***required licensing and insurance*** to perform exterior window washing.

#### **C.4.2.5 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.

#### **C.4.2.6 Exterior Hard Surface Areas**

**C.4.2.6.1** 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.

**C.4.2.6.2** The Contractor shall provide, for the purpose of removal of trash, debris, and spill residue to exterior hard surface service areas cleaning at a minimum of twice daily, once in the morning and a once in the afternoon and or as frequently as required to maintain the standards set herein.

**C.4.2.6.3** The Contractor shall provide, for the purpose of removal of gum, hard debris, oil and grease, exterior hard surface services shall be performed on a bi-weekly basis.

#### **C.4.2.7 Exterior Ash Receptacles and Trash Containers**

The Contractor shall collect and remove all trash to a location designated by the COTR or BM. 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 daily basis, or as frequently as required to maintain standards set herein, unless otherwise specified by the COTR.

#### **C.4.2.8 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.

#### **C.4.2.9 Parking Structures, Parking Lot(s), Garages, and Exterior Loading Dock Areas**

**C.4.2.9.1** The Contractor shall remove all dirt, debris, residue, gum, grease, and tar in an environmentally sound manner to minimize the amount of waste washed into the

storm sewers or onto the ground. The Contractor shall ensure areas are clean and free of dirt, water, streaks, mop marks, and oil spill(s). Spill residue and clean-up materials shall be disposed in accordance with the Environmental Protection Agency (EPA) and local regulatory agency requirements.

**C.4.2.9.2** The Contractor shall maintain these areas to ensure that trash, debris, and other discarded materials do not accumulate. The Contractor shall perform daily policing.

**C.4.2.9.3** The Contractor shall conduct annual pressure washing of all floors and walls of the exterior loading dock areas only. Cleaning frequencies that are additional to standard planned services shall be completed on a supplemental reimbursement basis to the Contractor. See **Attachment J.1** for details regarding scheduling.

**C.4.2.9.4** The Contractor shall police parking structures, parking lots, garages, and exterior loading docks services are required at a minimum of twice daily and or as frequently as required to maintain the standards set herein.

**C.4.2.10 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. 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. The Contractor shall use cleaning agents that kill 99.99% of all virus and bacteria, as well as mold and mildew.

**C.4.3 MPD Firing Range**

The Contractor shall provide for proper, safe cleaning and janitorial services for the Metropolitan Police Department's (MPD) Indoor Firing Range located within the campus of the M PD Police Academy at 4665 Blue Plains Drive SW, Washington, DC. The Contractor shall provide at a minimum the following:

**C.4.3.1 Indoor Firing Range Maintenance**

The Contractor shall at a minimum provide the following services to ensure the Indoor Firing Range is maintained in a safe manner:

- a. HEPA vacuum the Firing Range Floor (Room B-137) daily;
- b. Detailed washing of Firing Range weekly including HEPA vacuuming all floors, walls, ceiling, light fixtures, tables, doors, and bullet trap areas; Wash down Firing Range Floor, vacuum with wet vac to remove excess water. Ensure

contaminated water and other materials collected are placed in appropriate container;

- c. HEPA vacuum steel plated bullet trap daily Monday -Friday; ensure particles collected are placed in appropriate container;
- d. HEPA vacuum Firing Range walls and overhead areas (Room B-137) weekly;
- e. Clean tunnel behind bullet trap weekly;
- f. HEPA vacuum weapons cleaning room (B-130) daily;
- g. HEPA vacuum Armory (B-128) daily;
- h. Clean and vacuum equipment and ammunition storage room (Room 172) monthly;
- i. HEPA vacuum mechanical room (Rooms# 157, 171 & 173) monthly; and
- j. Change filters in mechanical room (Rooms# 157, 171 & 173) monthly;

#### **C.4.3.2 Routine Janitorial Services**

The Contractor shall provide at a minimum the following routine janitorial services in Rooms 8126-8136 and 8139-8149 of the Firing Range:

- a. Mop tile floors daily in two parts. First, with cleaning solution to remove lead particles and place water into the 55 gallon drum for contaminated water followed by second mopping with different mop and handle to rinse any remaining lead from the tile floors;
- b. Clean/Wash water closets, urinals, wash basins and fixtures daily;
- c. Damp wipe mirrors and shelving daily;
- d. Wipe and dust desk tops/workstation tops and countertops;
- e. Wipe doors, frames, partitions and waste receptacles;
- f. Scrub men's gang shower room floor and walls with disinfectant at a minimum weekly;
- g. Fill paper towel, soap dispensers and toilet paper holders daily; and
- h. Empty trash receptacles daily.

### **C.4.3.3 Filter Systems**

The Contractor shall maintain the Firing Range's Filter System including at a minimum the following:

- a. Rotate Scroll filters monthly;
- b. Furnish and install new scroll filters monthly or as indicated by Automated Notification System;
- c. Furnish and install new cartridge filters monthly; and
- d. Furnish and install new HEPA Filters every three months.

### **C.4.3.4 Special Services - Lead Abatement Certification**

The Contractor shall provide the following lead abatement related activities:

- a. Furnish 24 "sticky pad" tack mats 18" by 36" with peel off layer to be placed on the floor at locations dictated by MPD.
- b. In the Weapons Cleaning Room (Room B-130), empty and dispose of the lead contained in the disposal barrel as well as any cotton swabs; ensure barrel shall be emptied at approximately 50% of barrel volume or daily.
- c. Ultrasonic Machines in Armory (B-128), empty and dispose of machine fluids in the under counter plastic tanks;
- d. Lead Collection Shed (Room 81-174), empty and dispose of spent bullets in the barrel at approximately 40% of barrel volume or less if weight handling becomes a problem;
- e. Collect and recycle spent brass casings and any other brass items and send to a recycling facility whenever quantities collected are sufficient for recycling;
- f. Prior to sending to recycling, provide an estimate of the weight of the casings, and provide MPD with the weight; send the casings to recycling and provide MPD with the actual weight verified by the recycling facility and the dollar value credited to the Contractor by the facility. The Contractor shall in turn credit MPD with 75% of this dollar value, the remaining 25% will be retained by the Contractor as the fee for all work associated with the recycling transaction. The 75% fee to MPD shall be listed as a "line item".

### **C.4.3.5 Safety and Health**

**C.4.3.5.1** The Contractor shall furnish all management, supervision, personnel, materials, transportation and supplies necessary to perform hazard assessments utilizing occupational safety and health statutes, regulations, manuals, directives and instructions cited herein.

**C.4.3.5.2** The Contractor shall maintain files and records on site of all Contractor personnel certificates, medical surveillances, physicals and pertinent training. The Contractor shall provide copies of personnel materials to the MPD Contracting Officer's Technical Representative (COTR) upon request.

### **C.4.3.5.3 Directives and Regulations**

The Contractor shall at a minimum implement the most current versions of the following:

- a. Federal OSHA 29 and CFR 1910 and 1926;
- b. NIOSH guidelines 42 CFR Part 84;
- c. NFPA; National Electric Codes; and
- d. U. S. Army Corps of Engineers Safety and Health Manual M385-1.

**C.4.3.5.4** The Contractor shall be responsible for the occupational safety and health of its personnel as established in applicable statutes, regulations, manuals, directives and instructions the contractor shall take all measures necessary to ensure compliance with all OSHA and other safety and health requirements pertaining to all work under this contract.

### **C.4.3.5.6 Safety Program**

**C.4.3.5.6.1** To ensure that an acceptable level of occupational safety and health is maintained, the contractor shall develop and implement a proactive safety program, including a medical surveillance program that is designed to achieve a mishap and occupational illness rate as near zero incidents as possible. The Contractor's Safety Program shall be submitted for the approval of the MPD COTR prior to distribution and shall include at a minimum the preparation and implementation of the following:

- a. A Site Health and Safety Plan in accordance with the U.S. Army Corps of Engineers Safety manual EM-385-1, OSHA requirements and other accepted industry standards;
- b. Describe how the Contractor's safety program complies with the Federal and State OSHA's and any other safety provisions within this contract;

- c. Consist of but not be limited to, the following areas: organizational: methodology; and hazardous material (with emphasis on cleaning material, lead and gun powder material).

**C.4.3.5.6.2** The Contractor shall conduct safety orientation training and industrial hygiene inspections at the level of effort and at the frequencies detailed in applicable government statutes, regulations and instructions.

**C.4.3.5.6.3** The Contractor shall ensure that safety specialists and safety training personnel are qualified and certified to applicable professional standards, affiliated organization certifications and government statutes, regulations and instructions.

**C.4.3.5.6.4** The Contractor shall maintain all records, reports, logs, etc. in accordance with OSHA 300 with copies provided to the MPD COTR.

#### **C.4.3.6 Reporting Requirements**

##### **C.4.3.6.1 Daily Summary Log**

The Contractor shall maintain a daily summary log of all activities in a format suitable to MPD. The Daily Summary Log shall be submitted weekly and contain at a minimum the following:

- a. Date;
- b. Names of contractor personnel performing work;
- c. Brief description of work performed; and
- d. Arrival and departure time of personnel.

##### **C.4.3.6.2 Recycling Records**

The Contractor shall furnish to MPD a record of recycled brass weights and the associated dollar credit values each time brass is recycled as described in **Section C.4.3.4.f**.

#### **C.4.4 Hazardous Waste**

The Contractor shall perform medical waste pick-up and disposal services at various fire stations on a bi weekly basis. The Contractor shall furnish all labor, supervision, equipment, and other materials, as necessary to provide medical waste pick-up and disposal at various District facilities including the 33 fire stations, the fire boat and the training facility (See **Attachment J.1**) on a bi-weekly basis by completing the following:

- a. The Contractor shall dispose of the medical waste materials at a facility authorized to process such materials by the District of Columbia or State in which the contractor is located.
- b. The Contractor shall pick-up medical waste materials no later than five (5) days after the initial contact by DCFEMS; unless an alternate date is mutually agreed to by the COTR and the contractor.
- c. The Contractor shall furnish qualified personnel, transportation, material, equipment, labels and warning signs, required to transports and dispose of the medial waste in accordance with EPA, USDOT and other regulatory requirements;
- d. The Contractor shall furnish a manifest documenting all station pick-ups and documentation stating medical waste was transported to an authorized treatment facility quarterly; and
- e. The Contractor shall provide for the management of hazardous waste in accordance with the Resource and Recovery Act (RCRA) and the regulations of the District of Columbia.

#### **C.4.5 Environmental Cleaning**

**C.4.5.1** The Contractor shall provide equipment, labor, materials, and supervision on both an emergency and non-emergency basis for the detection, remediation, and disposal of environmental hazards with in District facilities. The Contractor shall assist the DGS Public Safety Facilities Division and perform at a minimum the following services:

- a. Microbial-fungal bacteria - Contractor shall provide a comprehensive range of fungal and bacterial identification and remediation services.
- b. Flood/Water remediation - Contractor must provide equipment and staff that know how to utilize thermal imaging devices to identify hidden water, as well as dehumidifiers, flood pumpers, and high-end wall dry system.
- c. Hazardous recycling - Contractor shall provide disposal and recycling of the following material: PCB ballast, mercury vapor lamps, computer equipment, fluorescent lamps, mercury switches, batteries, glycol, and various spent solvents.
- d. Lead remediation - Contractor shall maintain capacity to identify, remove, and remediate various areas of work that contain high levels of lead base paint.



- e. Blood, Excrement and/or other Bodily Fluids - Contractor shall clean all blood, excrement, bodily fluid substances, or any unsanitary condition and sanitize as appropriate and per government regulations, in accordance with Occupational Safety and Health Administration (OSHA) 29 CFR 1910. (NOTE: Considered only when service is requested outside of normal service hours.)

**C.4.5.2** The Contractor shall provide evidence, annually for current staff and upon hire for new staff that demonstrates the Contractor's maintain current certifications to perform work listed in **Sections C.4.6, C.4.7, and C.4.8** as described in the guidance established in the Occupational Safety and Health Act of 1970, (OSHA) and more specifically the following OSHA standards:

- a. Blood borne Pathogens - 1910.1030
- b. Respiratory Protection - 1910.134
- c. Hazardous Waste Operations and Emergency Response - 1910.120
- d. Personal Protective Equipment - 1910.132

#### **C.4.6 Supplemental Services**

**C.4.6.1** The Contractor shall provide interior and exterior supplemental services to fulfill the District's intermittent need for work that is outside the required frequency of standard or standard planned services. These services are in addition, not in replacement of, the services specified as standard or standard planned and described in **Section C.4.1 and C.4.2.**

**C.4.6.2** The determination of whether such services qualify as supplemental depends upon when and why the service is performed.

**C.4.6.3** The Contractor shall provide all supplemental services only at the request and written or verbal approved by the CO.

**C.4.6.4** The Contractor shall upon the CO and/or COTR approval proceed to perform the supplemental services within forty-eight (48) hours upon initial notification for normal request for service, or within two (2) hours upon initial notification if under emergency situation. The Contractor shall adhere to approval times to commence performance and acceptable completion of such tasks as directed by the COTR.

**C.4.6.5** The Department will issue funding for supplemental services and the Contractor shall submit invoices for supplemental services separate from the monthly fixed standard services.

#### **C.4.6.6 Cost Reimbursement Ceiling for Supplemental Services**

- a. The cost reimbursement ceiling for Supplemental Services is set forth in **Section B.4**.
- b. The costs for performing Supplemental Services in this contract shall not exceed the cost reimbursement ceiling specified in **Section B.4**.
- c. The Contractor must notify the COTR in writing, whenever it has reason to believe that the total cost for the performance of this contract will be either greater or substantially less than the cost reimbursement ceiling.
- d. As part of the notification, the Contractor must provide the CO an estimate of the total cost of performing the requested supplemental service.
- e. The District is not obligated to reimburse the Contractor for costs incurred in excess of the cost reimbursement ceiling specified in **Section B.4**, 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.4** 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.
- f. 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.
- g. If any cost reimbursement ceiling specified in **Section B.4** 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.
- h. Only costs determined in writing to be supplemental 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 supplemental.

#### **C.4.6.7 Approvals**

After approval by the District, the Contractor may perform Supplemental Services. Any cost of \$10,000.00 or more will require the CO's approval through a Task Order. In addition to payments based on the firm fixed-price, the District will pay

the Contractor on a direct cost reimbursement basis when supplemental services are performed on request and are outside the scope of standard services” or “standard planned services” basic standard services.

**C.4.7 Green Cleaning**

**C.4.7.1** 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.

**C.4.7.1.1** 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. The Green Cleaning Plan is required to be submitted 15 days after issuance of award.

**C.4.7.2** 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 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:

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

**C.4.7.3** In addition, the Contractor shall utilize environmentally preferable products and services (i.e. paper goods) meeting EPA CPG requirements and are chlorine free and vacuum equipment with HEPA filtration.

**C.4.7.3.1** The Contractor shall provide Material Safety Data Sheet (MSDS) all products used. The Contractor shall provide new MSDS if products change. The Contractor shall maintain copies of all forms should be housed at each facility and copies provided to the COTR.

**C.4.7.3.2** 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 which emphasizes products and services that have a lesser or reduced effect on human health and the environment, when compared with competing products or services that serve the same purpose. This comparison considers the life cycle of the product from raw material acquisition, production, manufacturing, packaging, distribution, re-use, operation, maintenance and disposal.

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

<b>Janitorial Products Subject to Green Cleaning or Environmentally Friendly Clause</b>	
All Purpose Cleaner	General Degreaser
Bathroom Cleaner	General Disinfectant
Bathroom Deodorizer	Glass/Window Cleaner
Bathroom Disinfectant	Graffiti Remover
Bathroom Hand Cleanser/Soap	Gum Remover
Carpet Cleaner	Lime and Scale Remover
Chrome and Brass Cleaner/Polish	Solvent Spotter
Floor Stripper/Finisher	Urinal Deodorizer/Cleaner
Furniture Polish	Wood/Floor/Wax Cleaner\

#### **C.4.8 Prohibited Cleaning Products**

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

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

#### **C.4.9 Janitorial Services Supporting Requirements**

##### **C.4.9.1 Staff and Supervision**

##### **C.4.9.1.1 Staffing and Work Schedules**

The Contractor shall maintain the following service level specifications for each facility identified in **Section B.5 PRICE SCHEDULE**:

**Priority Service Requirements Necessary (PSRN) apply as follows:**

1. Monday through Friday from 7:00 am until 10:00 pm, with staffing members on 8 hour shifts; and staffing members on a 4 hour shift.

- I. Minimum of One (1) Employee, Monday thru Friday, from 7:00 am thru 4:00 pm; and
  - II. Minimum of One (1) Employee, Monday thru Friday, 4:00 pm thru 10:00 pm.
2. Weekend Staffing: Buildings identified as Priority Service Requirements Necessary (PSRN). Will require weekend services as follows:
- I. Minimum of One (1) Weekend Employee, from 8:00 am thru 12:00 pm; and
  - II. Minimum of One (1) Weekend Employees, 12:00 pm thru 4:00 pm.
  - III. All services are to be performed in accordance with the terms of an awarded contract and subsequent schedules.

**Priority Service Requirements Necessary - 1 (PSRN1) apply as follows:**

- 1. Monday through Friday from 7:00 am until 10:00 pm, with staffing members on 8 hour shifts; and staffing members on a 4 hour shift.
  - I. Minimum of Two (2) Weekend Employees, One (1) Male and One (1) Female, Monday thru Friday, from 7:00 am thru 4:00 pm; and
  - II. Minimum of Two (2) Weekend Employees, One (1) Male and One (1) Female, Monday thru Friday, 4:00 pm thru 10:00 pm.
- 2. Weekend Staffing: Buildings identified as Priority Service Requirements Necessary - 1 (PSRN -1). Will require weekend services as follows:
  - I. Minimum of Two (2) Weekend Employees, One (1) Male and One (1) Female, Saturday and Sunday, from 8:00 am thru 12:00 pm; and
  - II. Minimum of Two (2) Weekend Employees, One (1) Male and One (1) Female, Saturday and Sunday, 12:00 pm thru 4:00 pm.
  - III. All services are to be performed in accordance with the terms of an awarded contract and subsequent schedules.

**Non-PSRN Buildings Facility Core Hours apply as follows:**

- 1. Monday through Friday from 7:00 am until 10:00 pm, with staffing members on 8 hour shifts; and staffing members on a 4 hour shift.

- I. Minimum of One (1) Employee, Monday thru Friday, from 7:00 am thru 4:00 pm; and
  - II. Minimum of One (1) Employee, Monday thru Friday, 4:00 pm thru 10:00 pm.
2. Weekend Staffing: Buildings identified as Non-Priority Service Requirements Necessary (Non PSRN). Will require weekend services as follows:
- I. Minimum of One (1) Weekend Employee, Saturday and Sunday, from 8:00 am thru 12:00 pm; and
  - II. Minimum of One (1) Weekend Employee, Saturday and Sunday, 12:00 pm thru 4:00 pm.
  - III. All services are to be performed in accordance with the terms of an awarded contract and subsequent schedules.

**Facility Core Hours (EXCEPTIONS) apply as follows:**

Staffing members on 8 hour shifts and staffing members on a 4 hour shifts.

Henry Daly Building –

- I. Minimum of Seven (7) Employees, Three (3) Male and Four (4) Female Monday thru Friday, from 7:00 am thru 4:00 pm; and
- II. Minimum of Six (6) Employees, Three (3) Male and Three (3) Female Monday thru Friday, 4:00 pm thru 10:00 pm.
- III. Minimum of Six (6) Employees, Three (3) Male and Three (3) Female Saturday and Sunday, 8:00 am thru 4:00 pm.

6th District Headquarters/ Youth –

- I. Minimum of Five (5) Employees, Two (2) Male and Three (3) Female Monday thru Friday, from 7:00 am thru 4:00 pm; and
- II. Minimum of Five (5) Employees, Two (2) Male and Three (3) Female Monday thru Friday, 4:00 pm thru 10:00 pm.
- III. Minimum of Five (5) Employees, Two (2) Male and Three (3) Female Saturday and Sunday, 8:00 am thru 4:00 pm.

Training Academy –

- I. Minimum of Four (4) Employees, Two (2) Male and Two (2) Female Monday thru Friday, from 7:00 am thru 4:00 pm; and
- II. Minimum of Four (4) Employees, Two (2) Male and Two (2) Female Monday thru Friday, 4:00 pm thru 10:00 pm.
- III. Minimum of Four (4) Employees, Two (2) Male and Two (2) Female Saturday and Sunday, 8:00 am thru 4:00 pm.

First District, Patrol Service North, Recruiting Blue Plains (1A&1B) –

- I. Minimum of Three (3) Employees, One (1) Male and Two (2) Female Monday thru Friday, from 7:00 am thru 4:00 pm; and
- II. Minimum of Three (3) Employees, One (1) Male and Two (2) Female Monday thru Friday, 4:00 pm thru 10:00 pm.
- III. Minimum of Three (3) Employees, One (1) Male and Two (2) Female Saturday and Sunday, 8:00 am thru 4:00 pm.

Second District, 3<sup>rd</sup> District, 4<sup>th</sup> District, 5<sup>th</sup> District, 7<sup>th</sup> District, ERT/DSO –

- I. Minimum of Two (2) Employees, One (1) Male and One (1) Female, Monday thru Friday, from 7:00 am thru 4:00 pm; and
- II. Minimum of Two (2) Employees, One (1) Male and One (1) Female Monday thru Friday, 4:00 pm thru 10:00 pm.
- III. Minimum of Two (2) Employees, One (1) Male and One (1) Female Saturday and Sunday, 8:00 am thru 4:00 pm.

2850 New York Ave, NE; Special Operations Division Tactical Branch, NSID (Narcotics), and Equipment and Supply Branch –

- I. Minimum of Three (3) Employees, One (1) Male and Two (2) Female Monday thru Friday, from 7:00 am thru 4:00 pm; and
- II. Minimum of Three (3) Employees, One (1) Male and Two (2) Female Monday thru Friday, 4:00 pm thru 10:00 pm.
- III. Minimum of Three (3) Employees, One (1) Male and Two (2) Female Saturday and Sunday, 8:00 am thru 4:00 pm

**Weekly – Basic Janitorial Services for MPD, FEMS, and DHS apply as follows (subject to modification as to need and availability):**

Warehouse 3180 V St, NE –

1. Monday and Thursday from 8:00 am until 12:00 pm, with staffing members on a 4 hour shift.
  - I. Minimum of Two (2) Employees, One (1) Male and One (1) Female Monday thru Friday, from 8:00 am thru 12:00 pm.

Engine 16 –

1. Monday from 12:00 pm until 4:00 pm, with staffing members on a 4 hour shift. **3<sup>rd</sup> (Third) Floor Only.**
  - I. Minimum of Two (2) Employees, One (1) Male and One (1) Female Monday, from 12:00 pm thru 4:00 pm.

DHS Warehouse 4 DC Village Ln, SW –

1. Monday and Thursday from 8:00 am until 12:00 pm, with staffing members on a 4 hour shift.
  - I. Minimum of Two (2) Employees, One (1) Male and One (1) Female Monday thru Friday, from 8:00 am thru 12:00 pm.

Engine 2 –

1. Monday and Friday from 8:00 am until 12:00 pm, with staffing members on a 4 hour shift.
  - I. Minimum of Two (2) Employees, One (1) Male and One (1) Female Monday thru Friday, from 8:00 am thru 12:00 pm.

Training Academy; Gun Hut and Tactical Village –

1. Monday, Wednesday and Friday from 8:00 am until 12:00 pm, with staffing members on a 4 hour shift.
  - I. Minimum of Two (2) Employees, One (1) Male and One (1) Female Monday thru Friday, from 8:00 am thru 12:00 pm.



#### **C.4.9.1.2 Schedule**

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

#### **C.4.9.1.3 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.

#### **C.4.9.1.4 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.

#### **C.4.9.1.5 Staff Training**

**C.4.9.1.5.1** 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.

#### **C.4.9.1.5.2 Training and Certifications**

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

#### **C.4.9.1.6 Employees Contact**

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

#### **C.4.9.1.7 Daily Sign-In and Sign-Out**

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

#### **C.4.9.1.8 Security Requirements**

- a. The Contractor shall comply with all security requirements and procedures of the facility.
- b. The Contractor shall conduct routine pre-employment criminal record background checks of all of the Contractor's staff that will provide services under this contract as permitted by D.C. law. Except for professionals in accordance with D.C. Office Code 3-1201.01, et seq. The Contractor shall not employ any staff in the fulfillment of the work under this contract unless said person has undergone a background check, to include National Criminal Information Center Report and Child Protective Services Report (Abuse and Neglect).
- c. The Contractor shall provide the results of the background checks for each employee proposed to deliver services under this contract. Background checks for subsequent staff intended to perform services under this contract shall be provided to the COTR. The Contractor(s)' staff may begin employment pending the results of the criminal background checks, but immediately be terminated should the Contractor or DGS determine the staff member is not suitable for employment based on the results of the criminal background checks. Additionally, the Contractor's staff may begin employment pending the results of the criminal background checks but the staff member shall be supervised at all times pending the results of the criminal background checks and at no time provide services to youth residences independent of supervision.
- d. 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.
- e. 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.
- f. The Contractor's staff shall wear neat, clean, and professional attire. The attire shall include distinctive apparel identifying staff as Contractor's employees.
- g. The Contractor's staff shall wear identification badges at all times. The identification badges shall provide company logo, employee's name, and employee photograph.
- h. 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 for the products being used.

- i. The Contractor shall obtain Facility Access Badges for all staff and the staff of subcontractors, as applicable, prior to providing services: All contractors are required to obtain a contractor ID and access badge from the District. The Contractor is responsible for all costs associated with obtaining id and access credentials/badges. The Contractor shall obtain clearance and credentials by completing the following steps:
  1. Visit the Metropolitan Police Department Henry J. Daly Bldg., 300 Indiana Avenue NW;
  2. 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 are needed to make the request:
    - (a) Government Issued Photo ID, such as, Driver's License or Non-Driver's ID
    - (b) Original Birth Certificate **and** Social Security Card.
  3. Pay a fee of \$7 is required (cash or money orders only, payable to DC Treasurer; no credit cards or personal checks);
  4. Complete and sign the Non-Employee ID Credential Request form once Police Clearance has been obtained;
  5. Submit the Police Clearance documentation, original ID Credential Request form and a legible copy of the staff member's driver's license to DGS for processing.

**C.4.9.2        RESERVED**

**C.4.9.3        Equipment and Supplies**

**C.4.9.3.1      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.

### **C.4.9.3.2 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 6:00 p.m. and/or on weekends. Additionally a Supply Delivery Schedule shall be submitted for the review and approval of the COTR.

### **C.4.9.4 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:

- a. Operating policies and procedures with emphasis on customer service, quality, and responsiveness;
- b. 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;
- c. Respond within two (2) hours to routine service calls;
- d. Respond within one (1) hour to urgent service calls;
- e. 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
- f. Notify the COTR immediately if a service call cannot be resolved.

The Contractor shall remain on the job until each emergency situation is corrected.

### **C.4.9.5 Quality Control Plan (QCP)**

**C.4.9.5.1** The Contractor shall establish and implement a complete Quality Control Plan (QCP) to ensure the required services are provided effectively and successfully. The Contractor's QCP shall be a system for identifying and correcting deficiencies in the quality of service delivery before the level of performance becomes unacceptable and identify areas to improve service delivery. The QCP shall be prepared by the Contractor and provided to the COTR for review and approval. The Contractor shall not start work until the QCP is accepted and the proper security

clearances obtained. Refer to **Section C.4.9.1.8** of the solicitation, in regard to proper security clearance requirements.

**C.4.9.5.2** 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:

- a. How the Contractor will control quality of supplies and services;
- b. How project management, inspections, plan implementation, process improvement changes, correction of deficiencies, and green cleaning compliance will be accomplished;
- c. How it will monitor and respond to service calls and the resolution of complaints;
- d. Integration of resolutions to complaints and corrective actions to improve service delivery;
- e. 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:
  1. Date of inspection perform
  2. Location of inspection
  3. Description of findings
  4. Description of action(s) taken (if necessary)
  5. Signature and date of completion

**C.4.9.6      Communication Plan**

**C.4.9.6.1** 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.

**C.4.9.6.2** The Contractor shall prepare and provide to the CO, COTR, and BM a communication plan detailing how the Contractor will use technology (two-way digital communication) to communicate with District Representatives, to receive and respond to service calls, emergencies, status of projects, invoicing, general communication, tenant complaints etc. The Communication Plan shall include, at a minimum, detailed provisions for:

- 1) Two-way devices (Blackberry, I-Phone and etc.) by all Contractors supervisory staff;

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

#### **C.4.9.7 Exposure Control Plan**

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

#### **C.4.9.8 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 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.

#### **C.4.9.9 Meetings**

##### **C.4.9.9.1 Monthly**

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

##### **C.4.9.9.2 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.

### **C.4.9.9.3 Partnering Meeting**

**C.4.9.9.3.1** 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.

**C.4.9.9.3.2** 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 revisit 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.

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

- a. Annual power washing of building entry/exit points and loading dock.
- b. Annual cleaning of the exterior windows.
- c. Semi-Annual cleaning of the lockers in the locker room.
- d. Semi-Annual cleaning of the carpeted areas.
- e. Quarterly-Annual cleaning of the canopies.
- f. Annual wipe down of personnel duty lockers.
- g. Quarterly-Semi-Annual stripping, sealing, and waxing of the VCT areas.
- h. Monthly power washing of the cell block and sally port areas.
- i. Monthly fumigating/application of infested areas.

### **C.4.9.10 Licensing, Accreditation and Registration**

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

**C.4.9.11 Conformance with Laws**

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

**C.4.9.12 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:

**C.4.9.12.1** 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.

**C.4.9.12.2** Outdoor populations of potentially indoor-infesting species that are within the property boundaries.

**C.4.9.12.3** Nests of stinging insects within the property boundaries.

**C.4.9.12.4** All excluded pest populations that are incidental invaders inside the building, including winged termite swarmer's emerging indoors.

**C.4.9.12.5** The Contractor shall notify the COTR if it notices any pests and shall assist in the control unless the COTR instructs otherwise.

**C.5 KEY PERSONNEL**

**C.5.1** The Contractor shall indicate in its proposal a single point of contact (Project Manager) who shall be responsible for any contractual issues.

**C.5.2** The Contractor shall provide one or more on-site Supervisors who shall be responsible for the performance of work. The name of this person, and an alternate or alternates, who shall act for the Contractor when the on-site Supervisor is absent, shall be included in the Contractor's proposal. The Contractor shall provide an emergency phone number, cell phone number or pager number that is accessible at all times.

**C.5.3** The on-site Supervisor(s) or alternate(s) shall have full authority to act for the Contractor on all contract matters relating to daily operation of this contract.

**C.5.4** The Project Manager, on-site Supervisor(s) and any alternates shall have excellent oral and written communication skills, and be able to read, write, speak and understand the English language.



**C.5.5** The Project Manager, on-site Supervisors and any alternates shall be available to communicate with the Department by telephone and email twenty-four (24) hours a day, seven (7) days a week, over the course of the contract. The Contractor shall not be permitted to reassign any of the key personnel unless the Department approves the proposed reassignment and the proposed replacement.

## **C.6 CONTRACTOR QUALIFICATIONS**

The Contractor shall be of established reputation with a minimum of three (3) consecutive years' experience in Janitorial Services, regularly engaged in the performance of the specified work and makes available, for this purpose, a regular force of skilled workers.

**C.6.1 Key Personnel:** The Contractor shall identify a Project Manager, on-site Supervisors and alternates to serve as Key Personnel as described in **Section C.5**.

**C.6.2 License Requirements:** The Contractor shall ensure that all its employees, including subcontractors (if applicable) have at least one (1) year of experience and be licensed with the District through the Department of Consumer and Regulatory Affairs (DCRA).

**C.6.3 Uniforms:** At all times while performing work at District government locations, the Contractor's employees shall wear a uniform that at a minimum consists of a shirt with the company logo and full-length pants. Contractor's employees not wearing the required uniform shall not be permitted to perform work.

**C.6.4 Other Submittals:** The Contractor shall provide the following required submittals with its Proposal:

**C.6.4.1** The Contractor shall provide a copy of the firm's current Basic Business License.

## **C.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.

## **C.8 CREDENTIALING PROCEDURES AND FORMS**

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 as listed on **Section J, Attachment J.13**. Contractor shall not be granted access to DGS facilities if they do not show proper credentials/badges.

**SECTION D**  
**PACKAGING AND MARKING**

- D.1** The packaging and marking requirements for the resultant contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Department of General Services Standard Contract Provisions (Supplies and Services Contracts) (January 2016). **(Attachment J.3)**

**SECTION E**  
**INSPECTION AND ACCEPTANCE**

- E.1** The inspection and acceptance requirements for the resultant Contract shall be governed by Article No. 5, Inspection of Supplies, and Article No. 6, Inspection of Services, of the Government of the District of Columbia's Department of General Services Standard Contract Provisions for Supplies and Services Contracts, January 2016 (**Section J, Attachment J.3**).

**SECTION F  
DELIVERIES OR PERFORMANCE**

**F.1 TERM OF CONTRACT**

**F.1.1 Base Term:** The base term of the Contract shall be for a period of one (1) year from date of award specified on the cover page of this Contract.

**F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT**

**F.2.1 Option Year(s):** The Department shall have the right to unilaterally extend the term of this Contract for four (4), one (1) year option periods or successive portions thereafter. The Department shall give the Contractor preliminary, written notice of its intent to exercise an option period at least thirty (30) days in advance of the expiration of the Contract, provided that the Department will give the Contractor a preliminary, written notice of its intent to exercise an option period at least thirty (30) days in advance of the Contract expiration. The preliminary notice does not commit the Department to an extension. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to the expiration of the Contract.

**F.2.2 Option Year Pricing:** In the event the Department exercises its option to extend the term of the Agreement to cover the Option Period(s), the costs and prices for the option period shall be as specified in the **Section B** of the Contract (Sections B.4, B.5 and B.6 **(and Attachment J.2)**).

**F.2.3** All costs and pricing including option year pricing shall be the Contractor's sole method of compensation and sufficient to cover all of the Contractor's cost including, but not limited to, all labor, supervision, supplies, equipment, vehicles, administrative, home office expenses, overhead, profit and all applicable year-over-year service cost increases due to market variables.

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

**F.2.5** The exercise of option periods is subject to the availability of appropriated funds at the time of the exercise of the option.

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

**F.2.7** If the Department exercises an option period, the extended contract shall be considered to include this entire option clause.

**F.3 Deliverables**

**F.3.1** The Contractor shall submit to the District, as a deliverable, the report described in **Section H.5.3** of this contract that is required by the fifty-one percent (51%) District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to **Section G.3.2**.

**SECTION G**  
**CONTRACT ADMINISTRATION DATA**

**G.1 INVOICE PAYMENT**

**G.1.1** The District 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.

**G.1.2** The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

**G.1.2.1** The Contractor will be paid for basic services (C.4.1 – C.4.13) on a monthly basis.

**G.1.2.2** The Contractor will be reimbursed for costs incurred in performing Supplemental Services (C.4.6) approved in advance in writing by the Contracting Officer (CO). Supplemental Services which cost \$10,000.00 or more will require the CO's approval. The Contractor shall use the hourly rates established in the **Supplemental Services Price Schedules (B.5)**. Payment for Supplemental Services will be separate from monthly payments due under the terms of this contract.

**G.2 INVOICE SUBMITTAL**

**G.2.1** 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 (202) 715-7589**. 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.

**G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

**G.2.2.1** Contractor's name, federal tax ID and invoice date (Contractors shall date invoices as of the date of mailing or transmittal);

**G.2.2.2** Contract number, invoice number and appropriate Purchase Order;

**G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

**G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;

**G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

**G.2.2.6** Name, title, phone number of person preparing the invoice;

**G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in **G.2.2.6** above) to be notified in the event of a defective invoice; and

**G.2.2.8** Authorized signature.

**G.2.3 Invoice Submission to COTR**

**G.2.3.1** For submission of all invoices to the COTR the following protocol must 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\_Month\_Year\_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.

**G.2.3.2** 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.

**G.2.3.3** The Contractor shall invoice the District for Supplemental 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 Supplemental 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.

**G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

**G.3.1** 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 H.5**.

**G.3.2** 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.

**G.4 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.

**G.4.1 Payment for Reimbursable Items and Services**

Payment for approved reimbursable items and supplemental services provided on an hourly labor rate basis will be made based on submitted, approved documentation, including verified timesheets and receipts. Hourly rates shall be computed by multiplying the appropriate hourly rates in **Section B** by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis. Fixed hourly rates shall be fully loaded and include wages, overhead, general and administrative expenses and profit.

**G.5 COST REIMBURSEMENT CEILING**

**G.5.1** Cost reimbursement ceiling for this contract is set forth in **Section B.4**.

**G.5.2** The costs for performing this contract shall not exceed the cost reimbursement ceiling specified in **Section B.4**.

**G.5.3** The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under this contract within the cost reimbursement ceiling.

**G.5.4** The Contractor must notify the CO in writing; whenever it has reason to believe that the total cost for the performance of this contract will be either greater or substantially less than the cost reimbursement ceiling.

**G.5.5** As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of performing this requested supplemental service.

**G.5.6** The District is not obligated to reimburse the Contractor for costs incurred in excess of the cost reimbursement ceiling specified in **Section B.4**, 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.4**, 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.

**G.5.7** 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.

**G.5.8** If any cost reimbursement ceiling specified in **Section B.4** 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.

**G.5.9** A contract modification shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in **Section B.4**, unless the modification specifically increases the cost reimbursement ceiling.

**G.5.10** 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.

**G.6** **ASSIGNMENT OF CONTRACT PAYMENTS**

**G.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.

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

**G.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).”

## **G.7 THE QUICK PAYMENT CLAUSE**

### **G.7.1 Interest Penalties to Contractors**

**G.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.

**G.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.

### **G.7.2 Payments to Subcontractors**

**G.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.

**G.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.

**G.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.

**G.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.

**G.7.3 Subcontract requirements**

**G.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).

**G.8 CONTRACTING OFFICER (CO)**

Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:

George G. Lewis, CPPO  
Associate Director of Contracts & Procurement | Chief Contracting Officer  
Department of General Services  
2000 14th Street, NW, 8th Floor  
Washington, DC 20009  
Telephone: (202)478-5727  
Email: [George.Lewis@dc.gov](mailto:George.Lewis@dc.gov)

**G.9 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

**G.9.1** The Contracting Officer or authorized designee is the only person authorized to approve changes in any of the requirements of this contract.

**G.9.2** 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 or authorized designee.

**G.9.3** 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.

**G.10 CONTRACTING OFFICER’S TECHNICAL REPRESENTATIVE (COTR)**

**G.10.1** 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:

**G.10.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

**G.10.1.2** Coordinating site entry for Contractor personnel, if applicable;

**G.10.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor’s prices and costs are consistent with the contractual amounts and progress is satisfactory and commensurate with the rate of expenditure;

**G.10.1.4** 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

**G.10.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

**G.10.2 Contracting Officer’s Technical Representative (COTR): The contact information of the COTR:**

Valencia Walker  
Building Management Specialist  
Department of General Services  
Facilities Management Division  
Bundy Building  
429 O Street, NW  
Washington, DC. 20001  
Tel: (202) 645-9018 | Cell: (202) 345-3886  
Email: [valencia.walker@dc.gov](mailto:valencia.walker@dc.gov)

**G.10.2.1** The COTR shall NOT have the authority to:

- a. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
- b. Grant deviations from or waive any of the terms and conditions of the contract;

- c. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
- d. Authorize the expenditure of funds by the Contractor;
- e. Change the period of performance; or
- f. Authorize the use of District property, except as specified under the contract.

**G.10.2.2** The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

## **G.11 PLACEMENT OF ORDERS FOR SUPPLEMENTAL SERVICES**

**G.11.1** The Contractor will be reimbursed for costs incurred in performing Supplemental Services (**C.4.6**) approved in advance in writing by the Contracting Officer (CO). Supplemental Services which cost \$10,000.00 or more will require the CO's approval thru a task order. The Contractor shall use the hourly rates established in the **Supplemental Services Price Schedules (B.4.1)**. Payment for Supplemental Services will be separate from monthly payments due under the terms of this contract.

**G.11.2** All task orders are subject to the terms and conditions of this Contract. In the event of a conflict between a task order and this contract, the Contract shall control.

**G.11.3** If mailed, a task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

### **H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**

**H.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:

**H.1.1.1** 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.

**H.1.2** 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.

### **H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by the Wage Determination No. 2015-4281, Revision No. 9, date of last revision: 1/10/2018, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as **Section J.4** 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 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.

### **H.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.

### **H.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 G.10.2** 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*.

## **H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT**

**H.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”).

**H.5.2** The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (**Section J.6**) 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.

**H.5.3** The Contractor shall submit to DOES, no later than the 10<sup>th</sup> 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.

**H.5.4** If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

**H.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 **H.5.4** of this clause; or
- (2) Submit a request to the Contracting Officer for a waiver of compliance with Section **H.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 H.5.6**.

**H.5.6** **The Contracting Officer may waive the provisions of section H.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.

**H.5.7** Upon receipt of the Contractor’s final payment request and related documentation pursuant to **Sections H.5.5** and **H.5.6**, the Contracting Officer shall determine whether the Contractor is in compliance with **Section H.5.4** or whether a waiver of compliance pursuant to **Section H.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.

**H.5.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to **Section H.5.3**, 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 H.5.8**.

**H.5.9** The provisions of **Sections H.5.4** through **H.5.8** do not apply to nonprofit organizations.

**H.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.

**H.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.*

## **H.8 WAY TO WORK AMENDMENT ACT OF 2006**

**H.8.1** Except as described in **Sub-Section H.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.

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

**H.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.

**H.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](http://www.does.dc.gov)

**H.8.5** The Contractor shall provide a copy of the Fact Sheet attached as **J.8** to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as **J.7** 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.

**H.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.

**H.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.***

### **H.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.

### **H.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.

## **H.9 SUBCONTRACTING REQUIREMENTS**

### **H.9.1 Mandatory Subcontracting Requirements**

**H.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).

**H.9.1.2** If there are insufficient qualified small business enterprises SBEs to completely fulfill the requirement of paragraph **H.9.1.1**, then the subcontracting requirement may be satisfied met by subcontracting 35% of the dollar volume to any certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises SBEs are significant participants in the overall subcontracting work.

**H.9.1.3** A prime contractor that is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections **H.9.1.1** and **H.9.1.2**.

**H.9.1.4** Except as provided in **H.9.1.5** and **H.9.1.6**, a prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

**H.9.1.5** A prime contractor that is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

**H.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.

**H.9.1.7** A prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

### **H.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 H.9.1**. The prime contractor responding to this solicitation which is required to subcontract shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the Contractor is required to subcontract, but fails to submit a subcontracting plan with its bid/proposal. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

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

### **H.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.

### **H.9.4 Subcontracting Plan Compliance Reporting**

**H.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.

**H.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.

**H.9.5 Annual Meetings**

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

**H.9.6 Notices**

The Contractor shall provide written notice to the DSLBD Office and the ODCA upon commencement of the contract and when the contract is completed.

**H.9.7 Enforcement and Penalties for Breach of Subcontracting Plan**

**H.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.

**H.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.

**H.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 clause 8 of the SCP, Default.

**H.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.



## **H.11 AUDITS AND RECORDS**

**H.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.

### **H.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.

### **H.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.

### **H.11.4 Comptroller General**

**H.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.

**H.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.

### **H.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.

### **H.11.6 Availability**

The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in clauses H.11.1 through H.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.

**H.11.7** The Contractor shall insert a clause containing all the terms of this clause, including this **Section H.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 H.11.5 of this clause.

## **H.12 ADVISORY AND ASSISTANCE SERVICES**

This contract is a "non-personal 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.

## **H.13 DISTRICT RESPONSIBILITIES**

### **H.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.

### **H.13.2 Office, Workshop, Storage Space, and Machine Rooms**

The District will provide the Contractor with limited space for storage of tools and supplies, office space, and spare parts. The Contractor is responsible for accountability and security of all property and facilities furnished for Contractor use or otherwise entrusted to it; and for maintaining it in a clean, neat, and serviceable condition. If not already present in the space, the Contractor shall also be responsible for providing furniture, shelving/storage system(s), office equipment, office telephones, and all costs associated with recurring utility services (phone, internet). All spaces made available to the Contractor shall not be used to store illegal materials of any kind.

### **H.13.3 Furniture and Furnishings**

The District may have the option to furnish workshop, office and storage space within the building to support the Contractor's operational requirements. This space may be provided to Contractor with furnishings. The Contractor must keep all existing furnishings neat and clean and be returned to the District at the expiration of the contract in reasonably the same condition as at the time of entering into the contract, less fair wear and tear. The Contractor is responsible for securing supplies and valuables belonging to the Contractor.

## **H.14 CONTRACTOR RESPONSIBILITIES**

**H.14.1** The Contractor shall provide all the manpower, supervision, materials, supplies and equipment necessary to perform all the services described in **Section C**.

**H.14.2** The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work, and shall hold the District harmless for any action on his part or that of his employees or subcontractors, which results in illness, injury or death.

**H.14.3** The Contractor shall furnish all Material Safety Data Sheet (MSDS) for any materials used in the performance of this contract. The Contractor shall make efforts to use recycled paper products and environmentally preferable materials.

**H.14.4** 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.

**H.14.5** The Contractor shall be responsible for obtaining all licenses and permits necessary for the performance of this contract.

### **H.14.6 Allowable Subcontracting Requirements**

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

**H.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.

**H.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 the COTR immediately upon taking such action.

**H.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.

**H.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.

## **H.15 ENVIRONMENTALLY PREFERABLE JANITORIAL PRODUCTS**

### **H.15.1 Environmentally Preferable Product Goals**

**H.15.1.1** The District is seeking contractors to provide environmentally preferable and effective janitorial products that support the District’s environmentally preferable purchasing (EPP) contracting initiative.

**H.15.1.2** Environmentally preferable products are 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.

### **H.15.2 Environmentally Preferable Janitorial Products**

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

All-purpose cleaner	General degreaser
Bathroom cleaner	General disinfectant
Bathroom deodorizers	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/finish	Urinal deodorizers/cleaner
Furniture polish	Wood floor (wax/cleaner/finish)

### **H.15.3 Prohibited Cleaning Products**

Janitorial products with the following ingredients shall not be used because they pose an unacceptable risk to the person using the product, building occupants and the environment:

Alkylphenol Ethoxylates	Naphthalene
Benzyl Alcohol	Nitrilotriacetic Acid
CFC-22; Chlorodifluoro Methan	Paradichloro benzene
Coconut Oil; Diethanolamine	Perchloroethylene
Diethanolamine	Tetrachloroethylene
HCFC-142b	Toluene
Lauric Acid Diethanolamine	Tributyl Tin
Methyl Chloroform; 1,1,1,-TCE	Trichloroethylene
Methyl Ethyl Ketone	

## **H.15.4 Janitorial Product Health and Environmental Requirements**

The Contractor shall only use janitorial products during the performance of this contract that meet the following requirements:

### **H.15.4.1 Skin and Eye Irritation**

This attribute refers to janitorial cleaning supplies containing chemicals that are either mildly or strongly irritating to the skin or eyes. These substances are either highly alkaline or acidic. The Contractor shall use products with a pH between 7.2 and 7.8 which are acceptable alkaline levels.

### **H.15.4.2 Food Chain Exposure**

This attribute refers to ready-to-use cleaning products containing ingredients that are consumed by smaller aquatic plants and animals that increase in concentration through the food chain. The Contractor shall use products when the bio-concentration factor (BCF) measured are less than 1,000.

### **H.15.4.3 Air Pollution Potential**

This attribute refers to janitorial products containing volatile organic compounds (VOC) that could form smog once in the atmosphere, thereby causing irritation of the eyes, nose, throat, lungs and asthma attacks. The Contractor shall not use products containing volatile organic compounds (VOC) in concentrations that exceed 10% of the weight of the product.

### **H.15.4.4 Fragrances**

This attribute refers to products containing fragrances that are added to the formulation to improve an odor or to mask an offensive odor. This attribute does not include natural odors associated with cleaning agents (e.g. a lemon odor). The Contractor shall not use products containing fragrances that are added to the formulation to improve an odor or to mask an offensive odor.

### **H.15.4.5 Dyes**

This attribute refers to dyes that have been added to a formulation to enhance or change the product's color. The Contractor shall use products without dyes.

### **H.15.4.6 Minimizing Exposure to Concentrates**

This attribute refers to the possibility that an end-user of a product could be exposed to a concentrated form of the product, thereby exposing the end-user to a greater health risk than that caused by exposure to the ready-to-use product.

If possible, the Contractor shall use products that are not in a concentrated form. If the Contractor uses products in a concentrated form, it must be a part of a system by which chemicals are only transferred between closed containers, thereby reducing the risk of harm to the end-user.

## **H.15.5 Packaging Reduced/Recyclable**

**H.15.5.1** If possible, the Contractor shall use products that are in reusable, refillable, or recyclable containers or are otherwise made from recycled content products.

**H.15.5.2** No products shall be delivered in aerosol cans.

**H.15.5.3** All products must be available in non-aerosol containers such as ready-to-use pump action sprays, air-charged refillable containers or spray bottles.

## **H.15.6 Product Safety**

**H.15.6.1** The Contractor shall be responsible for:

- a. Any damage to personnel, buildings, furniture or equipment directly traceable to their use or transportation of prohibited products.
- b. Any spills or leaks that occur during the use or transportation of their products.
- c. Evacuating and warning individuals that might be affected by any spills or leaks that occur when their products are being used or transported.
- d. Paying the clean-up cost for any spills or leaks that occur while they are using or transporting their products.

## **H.16 ENVIRONMENTALLY PREFERABLE SOLVENT PRODUCTS**

### **H.16.1 Environmentally Preferable Products Goals**

**H.16.1.1** The District is seeking contractors to provide environmentally preferable and effective solvent products that support the District's environmentally preferable purchasing (EPP) contracting initiative

**H.16.1.2** Environmentally preferable products are 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.

**H.16.2.2** Solvent products subject to the requirements of this clause include, but are not limited to, the following classes:

- a. Alcohols. Alcohols are solvents that dissolve substances such as shellacs, vinyls, acrylics, epoxies and silicones.
- b. Aliphatic Hydrocarbons. Aliphatic hydrocarbons are solvents often found in coatings and insecticides. Commonly used as degreasers and solvents for acrylics and epoxies. Common aliphatics include mineral spirits, paint thinner, petroleum distillates, VM&P Naphtha, kerosene, gasoline and heptane (all of which are extremely flammable).
- c. Aromatic Hydrocarbons. Aromatic hydrocarbons are substances used in printing, fiberglass-reinforced products, glues and veneers. Common aromatics include toluene (toluol), xylene (xylol), coal-tar naphtha, styrene and benzene.
- d. Chlorinated Hydrocarbons. Chlorinated hydrocarbons are commonly used degreasers, dry cleaning agents, rubber solvents and paint strippers found in coatings, resins and tars. Common chemicals in this class include perchloroethylene, methylene chloride, carbon tetrachloride, methyl chloroform and trichloroethylene.
- e. Glycols. Glycols, which are water-soluble solvents used as lubricants, are found in cosmetics, coatings, resins and dyes. Glycol ethers include butyl cellusolve (2-butoxyethanol), cellusolve (2-ethoxyethanol), methyl cellusolve (2-methoxyethanol), and cellusolve acetate (2-ethoxyethyl acetate). Most common glycol ethers are combustible.
- f. Esters. Esters have differing chemical properties depending on their use including methyl formate, ethyl acetate, isopropyl acetate, methyl acetate, secamylacetate, and isoamyl acetate (banana oil).
- g. Ethers. Ethers are ingredients in dyes, resins, waxes, cellulose nitrate and fuels, including ethyl ether, tetrahydrofuran, dioxane and isopropyl ether.
- h. Ketones. Ketones are solvents for dyes, resin and waxes that are used to manufacture plastics, synthetic fibers, explosives, cosmetics and medicines. Some examples of ketones include acetone, methyl ethyl ketone, cyclohexanone and isophorone.



- i. Other Solvents. Other types of solvents include freon, turpentine, dimethylformamide and carbon disulfide.

**H.16.3 Solvent Environmental Requirements**

The Contractor shall avoid the following hazards when using solvent products during the performance of this contract:

**H.16.3.1 Health Hazards**

**Bodily Contact** - The Contractor shall not use solvent products that irritate or harm the skin, eyes, nose and throat from direct contact with the solvents;

**Inhalation** – The Contractor shall not use solvent products that when inhaled causes headaches, nausea, vomiting and dizziness from contact with the solvents; and,

**Ingestion** – The Contractor shall not use solvent products that if ingested or exposed to for a period of time cause damage to the brain, liver, kidney, respiratory system and nervous systems.

**H.16.3.2 Physical Hazards**

Flammable materials are substances that will easily ignite, burn and serve as fuel for a fire. The flash point is the lowest temperature at which a liquid gives off enough vapors which, when mixed with air, can be easily ignited by a spark. The lower the flash point, the greater the risk of fire or explosion.

The Contractor shall not use solvent products that are a potential fire hazard or have a low flash point. A solvent is flammable and a serious fire hazard if its flash point is below 37.8C (100F).

**H.16.4 Prohibited Solvents**

The following solvent products are recognized by the National Institute for Occupational Safety and Health (NIOSH) as carcinogens, ozone-depleting solvents or as reproductive hazards in the workplace and shall not be used:

Benzene	Carbon tetrachloride
Trichloroethylene	1,1,2,2-tetrachloroethane
2-methoxyethanol	2-ethoxyethanol
Methyl chloride	Trichlorotrifluoroethane
Chlorinated Fluorocarbon Compounds	

**H.16.5 Packaging Reduced/Recyclable**

- H.16.5.1** If possible, the Contractor shall use products that are in reusable, refillable, or recyclable containers or are otherwise made from recycled content products.

**H.16.5.2** No products shall be delivered in aerosol cans.

**H.16.5.3** All products must be available in non-aerosol containers such as ready-to-use pump action sprays, air-charged refillable containers, or spray bottles.

**H.16.6 Product Safety**

**H.16.6.1** The Contractor shall be responsible for:

- a. Any damage to personnel, buildings, furniture or equipment directly traceable to their use or transportation of prohibited products.
- b. Any spills or leaks that occur during the use or transportation of their products.
- c. Evacuating and warning individuals that might be affected by any spills or leaks that occur when their products are being used or transported.
- d. Paying the clean-up cost for any spills or leaks that occur while they are using or transporting their products.

**H.17 STAFF ATTIRE AND IDENTIFICATION**

**H.17.1** The Contractor's staff shall wear neat, clean, and professional attire. The attire shall include distinctive apparel identifying staff as Contractor's employees.

**H.17.2** The Contractor's staff shall wear identification badges at all times. The identification badges shall provide company logo, employee's name, and employee photograph.

**H.18 SAFETY REQUIREMENTS**

**H.18.1** 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.

**H.18.2** 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:

**H.18.2.1 Back support devices**

**H.18.2.2 Eye protection**

**H.18.2.3 Hearing protection**

**H.18.2.4 Hand protection**

**H.18.2.5 Head protection**

**H.18.2.6 Foot protection**

**H.18.3** 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.

**H.18.4** 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.

**H.18.5** 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.

## **H.19 FIRE PREVENTION**

**H.19.1** 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.

**H.19.2** 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.

## **H.20 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.

## **H.21 DELIVERY OF SERVICES**

The Contractor shall schedule its service deliveries during times that cause minimum disruption and inconvenience to District agency operations, including District of Columbia Public School (DCPS) operations. Unless otherwise approved by the COTR, the assessment services shall be made weekdays before 6:00 p.m. or on weekends. Upon conclusion of the District of Columbia Public Schools (DCPS) academic year, the Contractor shall have more flexible hours to provide the assessment services.

## **H.22 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.

## **H.23 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.

## **H.24 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.

## **H.25 SUSPENSION OF WORK**

**H.25.1** In the event services are not provided or required by the District because the buildings is closed due to unanticipated circumstances, deductions to the Contractor price normally payable to Contractor will be computed as follows.

**H.25.2** The deduction rate in dollars per day will be equal to the per month contract price for the building, divided by twenty-one (21) days per month. (This will be adjusted as appropriate if some portion of the Contractor's requirements apply to weekends or holidays).

**H.25.3** The deduction rate in dollars per day multiplied by the number of days services were not provided or required will equal the total dollar deduction to be made.

**H.25.4** Deductions will not be made to the extent that the Contractor can demonstrate that payment to employees is required by an incorporated wage determination or union agreement.

**H.25.5** In the event services are provided for portion of days, appropriate adjustments will be made by the COTR to assure the Contractor is compensated for services provided.

## **H.26 CONTRACT COMPLETION OR TERMINATION**

**H.26.1** 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.

## **H.27 FAIR CRIMINAL RECORD SCREENING**

**H.27.1** 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.

**H.27.2** 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.

**H.27.3** After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.

**H.27.4** 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.

**H.27.5** 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.

**H.27.6**

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.

## SECTION I CONTRACT CLAUSES

### **I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated January 14, 2016 (“SCP”) are incorporated as part of the contract. (**Attachment J.3**)

### **I.2 CONTRACTS THAT CROSS FISCAL YEARS**

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

### **I.3 CONFIDENTIALITY OF INFORMATION**

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

### **I.4 TIME**

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

### **I.5 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 B.2, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in section B.2 of this clause. For all computer software furnished to the District with the restricted rights specified in section 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 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.

### **I.6 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.

### **I.7 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.

### **I.8 INSURANCE**

#### **I.8.1 General Requirements.**

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

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

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

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

#### **I.8.1.1 Commercial General Liability Insurance("CGL").**

The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a

per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

#### **I.8.1.2 Automobile Liability Insurance.**

The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

#### **I.8.1.3 Workers' Compensation Insurance.**

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

#### **I.8.1.4 Employer's Liability Insurance.**

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

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

#### **I.8.1.5 Crime Insurance (3rd Party Indemnity).**

The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the District. The policy shall provide a limit of \$100,000 per occurrence.

#### **I.8.1.6 Environmental Liability Insurance**

The Contractor shall provide evidence satisfactory to the CO of pollution legal liability insurance covering losses caused by pollution conditions that arise from the ongoing or completed operations of the Contractor. Completed operations coverage shall remain in effect for at least ten (10) years after completion of the work. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been physically injured), cleanup costs, liability and cleanup costs while in transit, and defense (including costs and expenses incurred in the investigation, defense and settlement of claims). There

shall be neither an exclusion nor a sublimit for mold-related claims. The minimum limits required under this paragraph shall be equal to the greater of (i) the limits set forth in the Contractor's pollution legal liability policy or (ii) \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. If such coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverages under the policy precedes the Contractor's performance of any work under the Contract and that continuous coverage will be maintained or an extended reporting period will be exercised for at least ten (10) years after completion. The Contractor also must furnish to the Owner certificates of insurance evidencing pollution legal liability insurance maintained by the transportation and disposal site operators(s) used by the Contractor for losses arising from facility(ies) accepting, storing or disposing hazardous materials or other waste as a result of the Contractor's operations. Such coverages must be maintained with limits of at least the amounts set forth above.

#### **I.8.1.7 Sexual/Physical Abuse & Molestation.**

The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called "silent" coverage under a commercial general liability or professional liability policy will not be acceptable.

#### **I.8.1.8 Professional Liability Insurance (Errors & Omissions)**

The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.

#### **I.8.1.9 Commercial Umbrella or Excess Liability.**

The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$10,000,000 per occurrence and \$10,000,000 in the annual aggregate, following the form and in excess of all liability policies. All required liability coverages must be scheduled under the umbrella or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits.

Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

#### **I.8.1.10 PRIMARY AND NONCONTRIBUTORY INSURANCE**

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

#### **I.8.2 DURATION.**

The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia, and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

#### **I.8.3 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.**

#### **I.8.4 CONTRACTORS’ 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.

#### **I.8.5 MEASURE OF PAYMENT.**

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

#### **I.8.6 NOTIFICATION.**

The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

## **I.8.7 CERTIFICATES OF INSURANCE.**

The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

George G. Lewis, CPPO  
Associate Director, Contracts and Procurement  
Department of General Services  
2000 14th ST N.W  
Washington, DC 20009  
Office (202) 478-5727  
[george.lewis@dc.gov](mailto:george.lewis@dc.gov)

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

## **I.8.8 DISCLOSURE OF INFORMATION.**

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

## **I.8.9 CARRIER RATINGS.**

All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the in the District.

## **I.9 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 **Section**

**J.5.** An award cannot be made to any Contractor who has not satisfied the equal employment requirements.

**I.10**            **ORDER OF PRECEDENCE**

The contract awarded as a result of this RFP will contain the following clause:

**ORDER OF PRECEDENCE**

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

- a.     An applicable Court Order, if any
- b.     Contract document
- c.     Standard Contract Provisions
- d.     Contract attachments other than the Standard Contract Provisions
- e.     RFP, as amended
- f.     Offeror's BAFOs (in order of most recent to earliest)
- g.     Offeror's Proposal



**I.11                    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.

**I.12                    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.

**I.13                    CONTINUITY OF SERVICES**

**I.13.1**                The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District or another contractor, at the District’s option, may continue to provide these services. To that end, the Contractor agrees to:

**I.13.1.1**             Furnish phase-out, phase-in (transition) training; and

**I.13.1.2**             Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

**I.13.2**                The Contractor shall, upon the Contracting Officer’s written notice:

**I.13.2.1**             Furnish phase-in, phase-out services for up to ninety (90) days after this contract expires and

**I.13.2.2**             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.

**I.13.3**                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.

**I.13.4**                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.

**I.13.5** Only in accordance with a modification issued by the Contracting Officer, 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.

**I.14 ANTI-DISCRIMINATION CLAUSES**

**I.14.1** 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.

**I.14.2** 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:

**I.14.3** 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.

**I.14.4** 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.

- I.14.5** 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 I.14.3 and I.14.5 concerning non-discrimination and affirmative action.
- I.14.6** 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 I.14.5.
- I.14.7** 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.
- I.14.8** 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.
- I.14.9** 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.
- I.14.10** The Contractor shall include in every subcontract the equal opportunity clauses, subsections I.14.3 through I.14.11 of this section, so that such provisions shall be binding upon each subcontractor or vendor.
- I.14.11** 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.

**I.15 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 J.3).

**SECTION J**  
**LIST OF ATTACHMENTS**

The following list of attachments is incorporated into the solicitation by reference.

Attachment Number	Document
<b>J.1</b>	Standard Plan Scheduled Services
<b>J.2</b>	Price Schedule (MS Excel Bid Form)
<b>J.3</b>	Government of the District of Columbia Department of General Services Standard Contract Provisions (Supplies and Services Contracts) (January 2016)
<b>J.4</b>	U.S. Department of Labor Wage Determination (No. 2015-4281, Revision No.9, dated 1/10/2018)
<b>J.5</b>	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85
<b>J.6</b>	Department of Employment Services First Source Employment Agreement
<b>J.7</b>	Way to Work Amendment Act of 2006 - Living Wage Notice
<b>J.8</b>	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
<b>J.9</b>	Tax Certification Affidavit
<b>J.10</b>	Bidder – Offeror Certification Form
<b>J.11</b>	SBE Subcontracting Plan Form
<b>J.12</b>	Offeror's Past Performance Evaluation Form
<b>J. 13</b>	Credentialing Procedures & Forms
<b>J. 14</b>	Vendor Verification Form
<b>J.15</b>	Fire and Emergency Medical Service (FEMS) Locations
<b>J.16</b>	FAQ

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

Please see “Bidder / Offeror Certification Form”

**SECTION L**  
**INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

**L.1 CONTRACT AWARD**

**L.1.1 Most Advantageous to the District**

The District intends to award a contract resulting from this solicitation to the responsible Offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

**L.1.2 Selection of Negotiation Process**

In accordance with 27 DCMR § 1632, after evaluation of the proposals using only the criteria stated in the RFP and in accordance with weightings provided in the RFP, the CO may elect to proceed with any method of negotiations, discussions or award of the contract without negotiations and based upon initial offers. If the CO elects to proceed with negotiations under subsection (c) of 27 DCMR §1632.1, the CO may limit, for purposes of efficiency, the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

**L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT**

One (1) original and three (3) copies of the typed proposals. Proposals shall be separated into two (2) parts, all presented in individual three (3)-ring binders titled; Part One (1) "Technical Proposal" and Part Two (2) "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper, three-hole punched, tabulated in three-ring binders.

Proposals shall be submitted in a sealed envelope(s)/ package(s) conspicuously marked: "Proposal in Response to Solicitation No. DCAM-18-NC-0027 Comprehensive Janitorial Services for the Metropolitan Police Department ("MPD").

**Telephonic, telegraphic, and facsimile proposals will not be accepted.**

Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The offeror shall respond to each factor in a way that will allow the District to evaluate the offeror's response. The Offeror shall submit the information requested in **Section L.2** in a clear, concise, factual and logical manner providing a comprehensive description of the required services and delivery thereof. The information requested below for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting

the manner in which the offeror proposes to fully meet the requirements in **Section C**.

## **L.2.1 General Proposal Requirements**

The Offeror's Technical and Price Proposal shall adhere specifically to the general proposal requirements described below and the instructions in **Sections L.2.2 and L.2.3**:

- a. Transmittal Letter - The Offeror's Technical and Price Proposals shall contain a Transmittal Letter to include at a minimum the following:
  1. The Offeror's full legal name, address, and phone number
  2. Identification of the Offeror's authorized representative, the representative's title, phone number and e-mail address
  3. Identification of the Offeror's Contact Person for the proposals, if different from the representative; the Contact person's address, phone number, and e-mail address
  4. Description of the Offeror's organization
  5. A statement affirming the Offeror's acceptance of the contract provisions as described in Sections A – K including the Standard Contract Provisions of the solicitation; and
  6. Signature of an authorized representative of the Offeror's organization.
- b. Table of Contents - The Offeror's Technical and Price Proposals shall include a Table of Contents providing the page numbers and location for each section and subsection of the Offeror's proposal as described in Section L.2.2.
- c. The Offeror's Technical and Price Proposals shall be:
  1. Presented in the same order as described in **Section L.2**
  2. The narrative section of each volume shall be formatted as follows:
    - i. Typewritten (8.5' by 11' bond paper)
    - ii. Single spaced

- iii. One-inch margins
  - iv. Font Size of 12 or larger; 10 or larger for charts and graphs
  - v. Each page number of the Offeror's proposal shall be numbered; subsequent revisions, if any, shall be similarly identified to show revision number and date
- 3. The Attachments section shall be clearly labeled
  - 4. An electronic version of both Volume No. 1 Technical Proposal and Volume No. 2 Price Proposal shall be included with the originals and hard copies on a USB flash-drive; and
  - 5. The original Technical and Price proposals shall be single-sided; copies may be double-sided

## **L.2.2 Technical Proposal**

### **L.2.2.1 Project Approach (25 points)**

The Offeror shall provide a discussion of the Offeror's approach and methodology to successfully fulfill the required services including the following requirements:

- a. Staff Scheduling
- b. Staff Training
- c. Staff Security Requirements
- d. Strike Contingency Plan
- e. Quality Control Plan (QCP): to address all aspects of ensuring and sustaining a quality control plan per the requirements of the contract.
- f. Hazardous Material
- g. Environmental Initiatives

### **L.2.2.2 Project Staff (20 points)**

The District desires that senior personnel be assigned to this contract that has experience in completing requirements similar in size and scope. The availability and experience of the key personnel assigned to this project will be evaluated as part of this element. Proposals should identify, at a minimum:



- a. The Offeror shall identify the key personnel that will be used to perform the work under the proposed contract and
  - 1. Provide resumes for each person - The key personnel identified will be evaluated on their specific experience and past performance on projects of similar size, type and complexity to the scope of work in this contract. Resume(s) of proposed contract manager and on-site supervisor(s) demonstrating that the on-site supervisors proposed have at least two (2) years of experience in the commercial janitorial services field and at least one (1) year experience in directing crews on sites of similar size and scope to the District. The contract manager must have demonstrated experience in the commercial janitorial service field and contract administration.
  - 2. The hours that each will devote to the contract shall be provided in total and broken down by task.
- b. Organizational Chart: submit an organizational chart that describes the staffing plan and includes the key personnel on the organization chart along with other proposed staff and subcontractors, as applicable.

**L.2.2.3 Relevant Experience and Past Performance (25 points)**

- a. List all contracts that the Offeror has worked on in the last five (5) years similar in size and scope to that described in section C.4. For purposes of this paragraph, similar shall mean comparable scopes of work, similar complexity, and comparable size and service requirements. This information may be provided in a table format; however, it should include
  - 1. Name of the client
  - 2. Title and description of the project
  - 3. Contract number
  - 4. Total dollar amount of the contract
  - 5. The contract's period of performance
  - 6. Name and title of the contact person and the contact person's telephone number and email address.

- b. The Offeror shall submit a list of client references for whom the offeror has provided similar commercial janitorial services (include name of client, contact person name/telephone number/email address, description of work performed, term of contract, contract amount).

**L.2.3 Price (30 points)**

The price evaluation will be objective. The Offeror with the lowest price will receive the maximum price points. The offeror must submit a price for all line items for the base and four (4) one (1) option year periods in order to be considered. All other proposals will receive a proportionately lower total score.

The following formula will be used to determine each Offeror's evaluated price score:

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times \text{WEIGHT}(30) = \text{Evaluated price score}$$

**L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS**

**L.3.1 Proposal Submission**

Proposals must be submitted no later than **Tuesday, February, 27, 2018 by 2:00 p.m. EST**. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- (a) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
- (b) The proposal or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- (c) The proposal is the only proposal received.

**L.3.2 Withdrawal or Modification of Proposals**

An offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation

for submission of proposals, but not later than the closing date and time for receipt of proposals.

### **L.3.3 Postmarks**

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.

### **L.3.4 Late Modifications**

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

### **L.3.5 Late Proposals**

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

## **L.4 FAILURE TO SUBMIT OFFERS**

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the CO, specified in **Section G.7**, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the CO of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the CO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

## **L.5 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions **Tuesday, February 6, 2018**. The District will not consider any questions received after the date specified herein. The District will furnish responses promptly to all prospective offerors. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial

to any prospective offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

## **L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA**

**L.6.1** Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

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

**If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."**

**L.6.2** Mark each sheet of data it wishes to restrict with the following legend:

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

## **L.7 PROPOSALS WITH OPTION YEARS**

The offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include pricing for the option year(s). All pricing including option year pricing shall be the Contractor's sole method of compensation and sufficient to cover all of the Contractor's cost including, but not limited to, all labor, supervision, supplies, equipment, vehicles, administrative, home office expenses, overhead, profit and all applicable year-over-year service cost increases due to market variables.

## **L.8 PROPOSAL PROTESTS**

Any actual or prospective offeror or contractor, 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 ten (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 4<sup>th</sup> Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

**L.9                   SIGNING OF OFFERS**

The offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

**L.10                  UNNECESSARILY ELABORATE PROPOSALS**

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

**L.11                  RETENTION OF PROPOSALS**

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

**L.12                  PROPOSAL COSTS**

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

**L.13                  ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS**

In addition to other proposal submission requirements, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code §2-534, in order for the District to comply with §2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under §2-534(a) (1).

**L.14                  CERTIFICATES OF INSURANCE**

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverage's as specified in Section I.8 to the Contracting Officer.

**L.15                   ACKNOWLEDGMENT OF AMENDMENTS**

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter, telegram or e-mail from an authorized negotiator. The District must receive the acknowledgment by the date and time specified for receipt of proposals. An offeror’s failure to acknowledge an amendment may result in rejection of its offer.

**L.16                   BEST AND FINAL OFFERS**

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

**L.17                   LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

**L.17.1**               Name, address, telephone number and federal tax identification number of offeror;

**L.17.2**               A copy of each District of Columbia license, registration and any certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed “Clean Hands Certification” that is referenced in D.C. Official Code §47-2862, if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

**L.17.3**               If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

**L.18 FAMILIARIZATION WITH CONDITIONS**

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

**L.19 GENERAL STANDARDS OF RESPONSIBILITY**

The prospective contractor must demonstrate to the satisfaction of the District its capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit the documentation listed below, within five (5) days of the request by the District.

- L.19.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.19.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.19.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.19.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.19.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.19.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.19.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- L.19.8** If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or no responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be non-responsible.

## **L.20 PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held on *Tuesday, January 30, 2018 at 10:30 am (EST)* at the Reeves Center in the 2nd floor “Community Room” at the Reeves Center. Prospective Offerors will be given an opportunity to ask questions regarding this solicitation during the conference. The purpose for the conference is to provide a structured and formal opportunity for the District to accept questions from Offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending Offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the District’s discretion. Verbal answers provided at the pre-proposal conference are only intended for general discussion and do not represent the Department’s final position. All oral questions must be submitted by potential Offerors in writing no later than *Tuesday, February 6, 2018* in order to generate an official answer. Official answers will be issued by Addenda to this RFP and posted on the DGS website at [www.dgs.dc.gov](http://www.dgs.dc.gov).

## **L.21 KEY PERSONNEL**

**L.21.1** The District considers the positions to be key personnel for this contract as described in **Section C.5** of this RFP.

**L.21.2** The offeror shall set forth in its proposal the names and reporting relationships of the key personnel the offeror will use to perform the work under the proposed contract. Their resumes shall be included. The hours that each will devote to the contract shall be provided in total and broken down by task

## **L.22 FACILITY SITE VISIT/WALK-THRU**

Offeror’s may visit locations strictly on the dates and hours listed below. As these locations are mostly MPD locations, Offerors are required to email the COTR, **Valencia Walker**, at the email listed on Section G.10.2, no later than *Wednesday, January 31, 2018* by 12:00 noon. Offerors are required to provide full names of all visitors, company name, and locations to visit. The Offeror shall be required to provide credentials at each location. Please note that if the Offeror does not inform the COTR in advance, Offerors may be turned away from conducting a site visit.

### **Locations for site visit/walk-thru**

**Date: Thursday, February 1, 2018 Time: 10:00 am through 4:00pm**

### **Group A**

- 4th District – 6001 Georgia Ave, NW
- 4th District Sub – 750 Park Rd, NW
- PSB/SSB – 801 Shepherd St NW



- Bundy – 429 O Street NW
- Youth Division 5002 Hayes St NE
- 5th District – 1805 Bladensburg Rd, NE
- NSID 2850 New York Ave NE
- Fleet Services - 2175 W. Virginia Avenue, NE
- 6th District 5002 Hayes St. NE
- 6th District Sub.– 2701 Penn. Ave SE

**Date: Friday, February 2, 2018 Time: 10:00 am through 4:00pm**

**Group B**

- 1st “D” – 101 M Street SW
- 1st “D” Sub. – 500 “E” St. SE
- 7th District – 2455 Alabama Ave, SE
- Harbor – 550 Water St. SW
- MPD Impoundment Lot – 5001 Shepherd Parkway
- Evidence Branch #17 DC Village Lane
- Blue Plains Dr. 4665 Training Academy, Tactical & Annex
- 4667 Bomb Squad
- 4669 K9
- Blue Plains: ERT,
- #2B DC Village Lane: Residential
- #4 DC Village Lane: DHS & DOH Warehouse; DOH Pharmacy
- #6 DC Village lane SW. Building 1A EEOC & 1B Recruiting
- #7 DC Village LN Dept. Forensic Science Bio Lab
- DPW Impound Lot 5001 Shepherd Parkway

**Date: Monday, February 5, 2018 Time: 10:00 am through 4:00pm**

**Group C**

- Henry Daly - 300 Indiana Avenue NW
- Traffic Safety – 501 NY Ave NW
- 2nd District – 3320 Idaho Ave NW
- 3rd District – 1624 V Street NW
- SLB – 1369 Connecticut Ave

**SECTION M  
EVALUATION FACTORS FOR AWARD**

**M.1 EVALUATION FOR AWARD**

The contract will be awarded to the responsible offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

**M.2 TECHNICAL RATING**

**M.2.1 The Technical Rating Scale is as follows:**

<b>Numeric Rating</b>	<b>Adjective</b>	<b>Description</b>
<b>0</b>	<b>Unacceptable</b>	<b>Fails to Meet Minimum Requirements with Major Deficiencies</b>
<b>1</b>	<b>Poor</b>	<b>Marginally Meets Minimum Requirements with Major Deficiencies</b>
<b>2</b>	<b>Minimally Acceptable</b>	<b>Marginally Meets Minimum Requirements with Minor Deficiencies</b>
<b>3</b>	<b>Acceptable</b>	<b>Meets Requirements and No Deficiencies</b>
<b>4</b>	<b>Good</b>	<b>Marginally Exceeds Requirements and No Deficiencies</b>
<b>5</b>	<b>Excellent</b>	<b>Exceeds Requirements and No Deficiencies</b>

**M.2.2** The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor to determine the offeror’s score for each factor. The offeror’s total technical score will be determined by adding the offeror’s score in each evaluation factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, using the Technical Rating Scale above, if the District evaluates the offeror’s response as “Good,” then the score for that evaluation factor is 4/5 of 40 or 32.

If subfactors are applied, the offeror’s total technical score will be determined by adding the offeror’s score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two subfactors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the offeror’s response as “Good” for the first subfactor and “Poor” for the second subfactor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the

first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

**M.3 EVALUATION CRITERIA**

Proposals will be evaluated based on the following evaluation factors in the manner described below:

**M.3.1 Technical**

Technical Proposals will be evaluated based on the following evaluation factors in the manner described below:

**M.3.1.1 Project Approach (25 points)**

**M.3.1.2 Project Staff (20 points)**

**M.3.1.3 Relevant Experience and Past Performance (25 points)**

**M.3.2 PRICE (30 POINTS)**

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times \text{WEIGHT}(30) = \text{Evaluated price score}$$

**M.3.3 Local, Small or Disadvantaged Business Enterprises (12 Points)**

Maximum of 12 CBE preference points allocable after all other points have been calculated. Preferences points awarded as stated in Section M.5.

**M.3.4 TOTAL POINTS (112)**

Total points shall be the cumulative total of the Offeror’s technical criteria points, price criterion points and preference points, if any.

**M.4 EVALUATION OF OPTION YEARS**

The District will evaluate offers for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District’s requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

## **M.5 PREFERENCES FOR CERTIFIED SMALL BUSINESS ENTERPRISES**

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005”, as amended, D.C. Official Code § 2-218.01 et seq. (the Act), the District shall apply preferences in evaluating proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, local manufacturing, or local with a principal office located in an enterprise zone of the District of Columbia.

### **M.5.1 Application of Preferences**

For evaluation purposes, the allowable preferences under the Act for this procurement shall be applicable to prime contractors as follows:

- M.5.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive the addition of three (3) points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).
- M.5.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five (5) points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.
- M.5.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five (5) points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.
- M.5.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two (2) points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.
- M.5.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two (2) points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.
- M.5.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two (2) points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.
- M.5.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two (2) points on a 100-point scale added to the overall score for proposals submitted by the VOB in response to this RFP.
- M.5.1.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two (2) points on a 100-point

scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

## **M.5.2 Maximum Preference Awarded**

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

## **M.5.3 Preferences for Certified Joint Ventures**

When DSLBD certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

## **M.5.4 Verification of Offeror's Certification as a Certified Business Enterprise**

**M.5.4.1** Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The contracting officer will verify the offeror's certification with DSLBD, and the offeror should not submit with its proposal any documentation regarding its certification as a certified small business enterprise.

**M.5.4.2** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

**Department of Small and Local Business Development  
ATTN: CBE Certification Program  
441 Fourth Street, NW, Suite 850N  
Washington, D.C. 20001**

**M.5.4.3** All vendors are encouraged to contact **DSLBD at (202) 727-3900** if additional information is required on certification procedures and requirements.

## **M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT**

**M.6.1** Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the Offeror.

**M.6.2** In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and

acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.