


AWARD/CONTRACT				1. Caption		Page of Pages		
				2. Contract Number		3. Effective Date		4. Requisition/Purchase Request/Project No.
DCAM-21-NC-RFP-0001		See Block 18						
5. Issued By: Franklin Austin, CPPB, CPM			Code	6. Administered by (If other than line 5) Domonique L. Banks, Contract Specialist				
Department of General Services Contracts and Procurement Division 2000 14 <sup>th</sup> Street, 8 <sup>th</sup> Floor Washington, DC 20009				Department of General Services Contracts and Procurement Division 2000 14 <sup>th</sup> Street, 8 <sup>th</sup> Floor Washington, DC 20009				
8. Name and Address of Contractor (No. street, city, county, state, and Zip Code)				8. Delivery				
				<input type="checkbox"/> FOB Origin      Other (See Schedule Section F)				
Code				9. Discount for prompt payment				
				Net thirty (30) Days				
11. Ship to/Mark For				10. Submit invoices to the Address shown in item 6 (2 copies unless otherwise specified)		☞	Item 6	
				Code		Facility		
12. Payment will be made by				Code				
Government of the District of Columbia								
13. Acknowledgement of Amendments				14. Accounting and Appropriation Data				
The Offeror acknowledges receipt of amendments to the Solicitation				ENCUMBRANCE CODE:				
X _____								
Signature								
15A. Item	15B. Supplies/Services		15C. Qty.	15D. Unit	15E. Unit Price	15F. Amount		
0001	Firm-fixed Monthly Service Rate		9	Monthly				
0002-0013	Supplemental Services Rates		TBD	Each/Hrly				
<b>TOTAL AMOUNT OF CONTRACT</b>							☞	
16. Table of Contents								
(X)	Section	Description	Page	(X)	Section	Description	Page	
PART I – THE SCHEDULE				PART II – CONTRACT CLAUSES				
X	A	Solicitation/Contract Form	1		I	Contract Clauses	85-97	
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X	C	Description/Specifications/Work Statement	10-56		J	List of Attachments	98	
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X	E	Inspection and Acceptance	58		K	Representations, Certifications and Other Statements of Offerors	99-101	
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<b>PROCUREMENT SCHEDULE</b>								
ISSUE DATE	MONDAY SEPTEMBER 14, 2020							
PRE-PROPOSAL CONFERENCE	WEDNESDAY, SEPTEMBER 23, 2020 AT 2:00 P.M. EST WEBX WEBINAR: [MEETING NO.]: 172 206 1393 [PASSWORD]: apVjQFfP722 <a href="#">DGS DCAM-21-NC-RFP-0001 Pre-proposal WebX</a>							
SITE-VISITS	PURSUANT TO THE DC MAYOR'S EXECUTIVE ORDERS IN RESPONSE TO THE SARS-COV-2 (COVID-19) CORONAVIRUS-19 PANDEMIC, SITE-VISITS AT DISTRICT FACILITIES WILL BE BY PRE-ARRANGED SCHEDULED ONLY SECTION [L.5].							
QUESTIONS	EXTENDED SECTION [L.6] THURSDAY, OCTOBER 29, 2020							
PROPOSAL CLOSING DATE	EXTENDED SECTION [L.7] MONDAY, NOVEMBER 23, 2020 AT 2:00 P.M. ELECTRONIC SUBMISSION VIA EMAIL: <a href="mailto:DGS.GOODS-SERVICE@DC.GOV">DGS.GOODS-SERVICE@DC.GOV</a>							
<b>Contracting Officer will complete Item 17 or 18 as applicable</b>								
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items, perform all the services set forth or otherwise identified above and on any continuation sheets, for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number <b>DCAM-21-NC-RFP-0001</b> including the additions or changes made by which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.				
19A. Name and Title of Signer (Type or print)				20A. Name of Contracting Officer				
19B. Name of Contractor		19C. Date Signed		20B. District of Columbia		20C. Date Signed		
(Signature of person authorized to sign)				(Signature of Contracting Officer)				
 Government of the District of Columbia								

**SECTION B**  
**CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST**

**B.1** The District of Columbia Government (the “District”), by and through its Department of General Services, (“Department”) on behalf of the Department of Youth Rehabilitation Services (“DYRS”) is seeking a Contractor(s) to provide *Comprehensive Janitorial and Related Supplemental Services for DYRS' New Beginnings (“NB”) Youth Development Center located at 8400 River Road Laurel, MD 20724.*

**B.1.1** The Awarded Contractor shall provide the management, supervision, labor, materials, supplies, and equipment necessary to successfully and effectively provide janitorial and related supplemental services ensuring a clean, safe, and well-maintained facility for a Base Period (BP) and up to four (4) additional Option Year (OY) periods.

**B.1.1.1** Offeror’s failure to complete the price schedule for all CLIN’s, covering all option periods, shall be sufficient to render a proposal non-responsive and subject to exclusion from further evaluation in consideration of award. For the complete submission and evaluation criteria please refer to **Sections [L] and [M]** of this solicitation.

**B.2** **TYPE OF CONTRACT.** In accordance with *27 DCMR Chapter 24* the District contemplates award of a single *Firm Fixed Price Contract with a cost reimbursement component* to be paid on a *Firm-fixed per Service* and *Time & Material Basis*, for the specified supplemental janitorial services as defined in **Section [B.4.1]**.

**B.2.1** The Firm-Fixed Price type Contract awarded pursuant to this Request for Proposal (“RFP”) shall include pricing as defined by the two (2) categories below:

- a) Firm-fixed and fully loaded monthly service rate pricing for daily janitorial/housekeeping services;
- b) Cost reimbursement for Supplemental Services, based in part on two (2) price structures:
  - i. Firm-fixed and fully loaded per service rates for set service types performed either annually, semiannually, or monthly; and
  - ii. Firm-fixed and fully loaded direct labor hourly rates.

**B.3** **AGGREGATE GROUP OR INDIVIDUAL ITEM – *RESERVED [Intentionally Omitted]***

**B.4** **PRICE – COST SCHEDULES & CONTRACTOR COMPENSATION**

The firm-fixed, fully loaded monthly services rate identified in **Section [B.4.1]**, **CLIN 0001**, and those firm-fixed per service and directly hourly labor rates for Supplemental Services, **CLIN 0002-0013** shall be the Contractor’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 (*all consumable supplies include paper, hand-soap, hand sanitizer, air freshener and all else required as reasonably inferred*), materials, vehicles, transportation, travel to and from work sites, per diem, subcontractor

costs, home office overhead, profit, insurance coverage and provisions as required in **Section [I.14]** as well as the applicable year-over-year changes in wages directly attributed to market variables of the US Department of Labor Wage Determination and the D.C. Living Wage increases (collectively, changes to the governed labor laws and wages), *whichever prevailing wage is applicable under the award of the Contract and all subsequent Option Periods* and all else necessary to perform the work described hereunder.

**B.4.1 Price Schedule – SEE ATTACHMENT J.11**

**B.4.1.1 Base Year**

CLIN	STANDARD DAILY SERVICES (Firm, Fixed Fully-loaded)	UOM	QTY	RATE	EXTENDED COST
0001	DAILY JANITORIAL SERVICES	MONTHLY	12		\$ -
TOTAL STANDARD SERVICES COST					\$ -

CLIN	SUPPLEMENTAL SERVICES (As-Needed)	UOM	QTY	UNIT COST	EXTENDED COST
0002	ANNUAL EXTERIOR POWER WASHING Annual Powerwashing of building entry/exit points & loading dock	PER SESSION	1		\$ -
0003	ANNUAL WINDOW CLEANING Annual cleaning of all exterior windows	PER SESSION	1		\$ -
0004	SEMI-ANNUAL LOCKER ROOM LOCKER CLEANING	PER SESSION	2		\$ -
0005	SEMI-ANNUAL CARPET CLEANING	PER SESSION	2		\$ -
0006	QUARTERLY CANOPIE CLEANING	PER SESSION	4		\$ -
0007	ANNUAL PERSONNEL DUTY LOCKER CLEANING	PER SESSION	1		\$ -
0008	QUARTERLY STRIPPING, SEALING & WAXING VCT FLOORS	PER SESSION	4		\$ -
0009	SEMI-ANNUAL STRIPPING, SEALING & WAXING VCT FLOORS	PER SESSION	2		\$ -
0010	ANNUAL STRIPPING, SEALING & WAXING VCT FLOORS	PER SESSION	1		\$ -
0011	MONTHLY INTERIOR POWER WASHING Power washing of cell block and sally port areas	PER SESSION	12		\$ -
0012	ON-CALL JANITOR*	HRLY	1		\$ -
0013	ON-CALL SUPERVISOR*	HRLY	1		\$ -
TOTAL SUPPLEMENTAL SERVICES COST					\$ -
<b>THE ANNUAL NOT-TO-EXCEED COST REIMBURSEMENT CEILING IS \$250,000.00</b>					

**B.4.1.2 Option Year One (OY1)**

CLIN	STANDARD DAILY SERVICES (Firm, Fixed Fully-loaded)	UOM	QTY	RATE	EXTENDED COST
1001	DAILY JANITORIAL SERVICES	MONTHLY	12		\$ -
TOTAL STANDARD SERVICES COST					\$ -

CLIN	SUPPLEMENTAL SERVICES (As-Needed)	UOM	QTY	UNIT COST	EXTENDED COST
1002	ANNUAL EXTERIOR POWER WASHING Annual Powerwashing of building extry/exit points & loading dock	PER SESSION	1		\$ -
1003	ANNUAL WINDOW CLEANING Annual cleaning of all exterior windows	PER SESSION	1		\$ -
1004	SEMI-ANNUAL LOCKER ROOM LOCKER CLEANING	PER SESSION	2		\$ -
1005	SEMI-ANNUAL CARPET CLEANING	PER SESSION	2		\$ -
1006	QUARTERLY CANOPIE CLEANING	PER SESSION	4		\$ -
1007	ANNUAL PERSONNEL DUTY LOCKER CLEANING	PER SESSION	1		\$ -
1008	QUARTERLY STRIPPING, SEALING & WAXING VCT FLOORS	PER SESSION	4		\$ -
1009	SEMI-ANNUAL STRIPPING, SEALING & WAXING VCT FLOORS	PER SESSION	2		\$ -
1010	ANNUAL STRIPPING, SEALING & WAXING VCT FLOORS	PER SESSION	1		\$ -
1011	MONTHLY INTERIOR POWER WASHING Power washing of cell block and sally port areas	PER SESSION	12		\$ -
1012	ON-CALL JANITOR*	HRLY	1		\$ -
1013	ON-CALL SUPERVISOR*	HRLY	1		\$ -
TOTAL SUPPLEMENTAL SERVICES COST					\$ -
<b>THE ANNUAL NOT-TO-EXCEED COST REIMBURSEMENT CEILING IS \$250,000.00</b>					

**B.4.1.3 Option Year Two (OY2)**

CLIN	STANDARD DAILY SERVICES (Firm, Fixed Fully-loaded)	UOM	QTY	RATE	EXTENDED COST
2001	DAILY JANITORIAL SERVICES	MONTHLY	12		\$ -
TOTAL STANDARD SERVICES COST					\$ -

CLIN	SUPPLEMENTAL SERVICES (As-Needed)	UOM	QTY	UNIT COST	EXTENDED COST
2002	ANNUAL EXTERIOR POWER WASHING Annual Powerwashing of building extry/exit points & loading dock	PER SESSION	1		\$ -
2003	ANNUAL WINDOW CLEANING Annual cleaning of all exterior windows	PER SESSION	1		\$ -
2004	SEMI-ANNUAL LOCKER ROOM LOCKER CLEANING	PER SESSION	2		\$ -
2005	SEMI-ANNUAL CARPET CLEANING	PER SESSION	2		\$ -
2006	QUARTERLY CANOPIE CLEANING	PER SESSION	4		\$ -
2007	ANNUAL PERSONNEL DUTY LOCKER CLEANING	PER SESSION	1		\$ -
2008	QUARTERLY STRIPPING, SEALING & WAXING VCT FLOORS	PER SESSION	4		\$ -
2009	SEMI-ANNUAL STRIPPING, SEALING & WAXING VCT FLOORS	PER SESSION	2		\$ -
2010	ANNUAL STRIPPING, SEALING & WAXING VCT FLOORS	PER SESSION	1		\$ -
2011	MONTHLY INTERIOR POWER WASHING Power washing of cell block and sally port areas	PER SESSION	12		\$ -
2012	ON-CALL JANITOR*	HRLY	1		\$ -
2013	ON-CALL SUPERVISOR*	HRLY	1		\$ -
TOTAL SUPPLEMENTAL SERVICES COST					\$ -
<b>THE ANNUAL NOT-TO-EXCEED COST REIMBURSEMENT CEILING IS \$250,000.00</b>					

**B.4.1.4 Option Year Three (OY3)**

CLIN	STANDARD DAILY SERVICES (Firm, Fixed Fully-loaded)	UOM	QTY	RATE	EXTENDED COST
3001	DAILY JANITORIAL SERVICES	MONTHLY	12		\$ -
TOTAL STANDARD SERVICES COST					\$ -
CLIN	SUPPLEMENTAL SERVICES (As-Needed)	UOM	QTY	UNIT COST	EXTENDED COST
3002	ANNUAL EXTERIOR POWER WASHING Annual Powerwashing of building extry/exit points & loading dock	PER SESSION	1		\$ -
3003	ANNUAL WINDOW CLEANING Annual cleaning of all exterior windows	PER SESSION	1		\$ -
3004	SEMI-ANNUAL LOCKER ROOM LOCKER CLEANING	PER SESSION	2		\$ -
3005	SEMI-ANNUAL CARPET CLEANING	PER SESSION	2		\$ -
3006	QUARTERLY CANOPIE CLEANING	PER SESSION	4		\$ -
3007	ANNUAL PERSONNEL DUTY LOCKER CLEANING	PER SESSION	1		\$ -
3008	QUARTERLY STRIPPING, SEALING & WAXING VCT FLOORS	PER SESSION	4		\$ -
3009	SEMI-ANNUAL STRIPPING, SEALING & WAXING VCT FLOORS	PER SESSION	2		\$ -
3010	ANNUAL STRIPPING, SEALING & WAXING VCT FLOORS	PER SESSION	1		\$ -
3011	MONTHLY INTERIOR POWER WASHING Power washing of cell block and sally port areas	PER SESSION	12		\$ -
3012	ON-CALL JANITOR*	HRLY	1		\$ -
3013	ON-CALL SUPERVISOR*	HRLY	1		\$ -
TOTAL SUPPLEMENTAL SERVICES COST					\$ -
<b>THE ANNUAL NOT-TO-EXCEED COST REIMBURSEMENT CEILING IS \$250,000.00</b>					

**B.4.1.5 Option Year Four (OY4)**

CLIN	STANDARD DAILY SERVICES (Firm, Fixed Fully-loaded)	UOM	QTY	RATE	EXTENDED COST
4001	DAILY JANITORIAL SERVICES	MONTHLY	12		\$ -
TOTAL STANDARD SERVICES COST					\$ -
CLIN	SUPPLEMENTAL SERVICES (As-Needed)	UOM	QTY	UNIT COST	EXTENDED COST
4002	ANNUAL EXTERIOR POWER WASHING Annual Powerwashing of building entry/exit points & loading dock	PER SESSION	1		\$ -
4003	ANNUAL WINDOW CLEANING Annual cleaning of all exterior windows	PER SESSION	1		\$ -
4004	SEMI-ANNUAL LOCKER ROOM LOCKER CLEANING	PER SESSION	2		\$ -
4005	SEMI-ANNUAL CARPET CLEANING	PER SESSION	2		\$ -
4006	QUARTERLY CANOPIE CLEANING	PER SESSION	4		\$ -
4007	ANNUAL PERSONNEL DUTY LOCKER CLEANING	PER SESSION	1		\$ -
4008	QUARTERLY STRIPPING, SEALING & WAXING VCT FLOORS	PER SESSION	4		\$ -
4009	SEMI-ANNUAL STRIPPING, SEALING & WAXING VCT FLOORS	PER SESSION	2		\$ -
4010	ANNUAL STRIPPING, SEALING & WAXING VCT FLOORS	PER SESSION	1		\$ -
4011	MONTHLY INTERIOR POWER WASHING Power washing of cell block and sally port areas	PER SESSION	12		\$ -
4012	ON-CALL JANITOR*	HRLY	1		\$ -
4013	ON-CALL SUPERVISOR*	HRLY	1		\$ -
TOTAL SUPPLEMENTAL SERVICES COST					\$ -
<b>THE ANNUAL NOT-TO-EXCEED COST REIMBURSEMENT CEILING IS \$250,000.00</b>					

**B.4.2**

**Cost Reimbursement.** The Contractor will be reimbursed for costs incurred in performing supplemental reimbursable janitorial services as defined in **Section [C.7]** based on (i) firm-fixed, fully loaded per service rates and (ii) firm-fixed, fully-loaded direct labor hour rates identified in **Section [B.4.1], CLIN 0002 thru CLIN 0013**. The Contractor shall obtain prior written authorization from the Department prior to commencement of any services it deems to be Reimbursable. Reimbursable Costs will be considered only after the Contracting Officer has determined the price to be reasonable, allowable, and allocable in accordance with Chapter 33 (Contract Cost Principles) of DCMR Title 27, Chapter 2405 (Cost Reimbursement Contracts); and the following are complete: (i) the Contractor provides the Department with a written estimate (“Quote”) outlining the itemized cost of services to complete the subject supplemental services in accordance with the Rate Schedule **Section [B.4.1], CLIN 0002 through CLIN 0013**. The Quote shall include, but is not limited to, number of laborers, total hours projected per laborer; (ii) the Contracting Officer’s Technical Representative (“COTR”) approval of the Quote; and (iii) the Contracting Officer’s issuance of a Task Order substantially in the form of **Attachment J.13**, upon COTR request, per **Section [G.10] Ordering Clause**. On an emergency basis, upon the COTR’s determination that the supplemental services required, poses an imminent threat/emergency, the Contractor may complete work immediately with written authorization from the COTR for services

up to \$500.00. Reimbursable services which cost over \$501.00 will require the CO’s approval in advance of services performed through a written directive (email is sufficient and or the issuance of a Task Order), and with a Purchase Order Number in place. The Reimbursable Cost for all said services shall-not exceed the non-guaranteed annual ceilings as defined in **Section [B.4.2.1] Cost Reimbursement Ceiling**. The Contractor shall use the rates established in the Reimbursable Services Price Schedule **Section [B.4.1]** (under each applicable Option Period) as the firm-fixed per service rates and firm-fixed hourly rates established for Reimbursable Services.

**B.4.2.1 Cost Reimbursement Ceiling**

ITEM DESCRIPTION	BASE PERIOD	OPTION YEAR ONE	OPTION YEAR TWO	OPTION YEAR THREE	OPTION YEAR FOUR
	NOT-TO-EXCEED CEILING	NOT-TO-EXCEED CEILING	NOT-TO-EXCEED CEILING	NOT-TO-EXCEED CEILING	NOT-TO-EXCEED CEILING
REIMBURSABLE SERVICES SECTION (C.7)	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00

**B.5 DESIGNATION OF SOLICITATION FOR THE SMALL BUSINESS SET-ASIDE MARKET ONLY**

This RFP is designated only for certified small business enterprises (“SBEs”) 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. Thus, ***ONLY Offerors that are certified by the District of Columbia Department of Small and Local Business Development (“DSLBD”) as SBEs at the time of the Proposal Submission Deadline are eligible.***

**B.5.1** For Contracts in excess of \$250,000, at least **35%** of the dollar volume of the contract shall be subcontracted in accordance with **Section [H.9]**.

**B.5.1.1 SPECIAL PROVISIONS RELATED TO THE COVID-19 EMERGENCY – RESERVED [Intentionally Removed]**

**B.5.2** The Contractor submitted with its proposal a subcontracting plan required by law **Attachment J.7**.

**IMPORTANT NOTICE:** The Department 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 Contracts and Procurement website. It is the potential Offeror’s responsibility to frequently visit The Department’s 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.



**SECTION C  
SPECIFICATIONS/WORK STATEMENT**

**C.1 EXECUTIVE SUMMARY:**

**C.1.1** The District of Columbia Government (the “District”) by and through its Department of General Services (“DGS”), on behalf of DYRS, collectively (the “District”) is committed to improving the quality, appearance and cleanliness of its real property assets throughout the District of Columbia including the DYRS Youth Development facilities. The Department of General Services is responsible for the operations, maintenance, and repair, including comprehensive janitorial and sanitation services for more than 36,000,000 gross square feet in owned or operated facilities across the District of Columbia. The Contractor shall provide Comprehensive Janitorial and Related Supplemental Services for DYRS' New Beginnings (“NB”) Youth Development Center. These services shall be performed at the New Beginnings facility located at 8400 River Road Laurel, MD 20724.

**C.2 APPLICABLE DOCUMENTS**

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

*Table of Applicable Documents*

Item No.	Document Type	Title	Version /Date
1	U.S. Law	U.S. Department of Labor Occupational Safety and Health Administration (OSHA) General Contractor’s Quality Control Plan - 29 CFR Part 1900 Subparts A-P Occupational Safety and Health Standards 29 CFR, Part 1910, Construction Contractor’s Quality Control Plan – 29 CFR Part 1926 Hazardous and Toxic Materials	Most Current
2	U.S. Law	Environmental Protection Agency (EPA) 42 USC sections 6901-6976 Concerning Hazardous Substances and Waste	Most Current
3	U.S. Law	40 CFR, Parts 260, 261, 264, 265, 268, 270, and 273	Most Current
4	Executive Order 13101	Greening the Government Through Waste Prevention, Recycling, and Federal Acquisition	Most Current
5	OCP Document (Directive)	OCP Directive 1303.00 Environmentally Preferable Purchasing	Most Current
6	Industry Standards and Specifications	Vacuum Cleaner "Green Label/Green Label Plus" Testing Program	Most Current

7	Industry Standards and Specifications	ANSI/ASEE A1264.2-2006 Provision of Slip Resistance on Walking/Working Surfaces Guidelines	Most Current
8	Consent Decree	District - Sierra Club Consent Decree	Most Current
9	Federal Guidelines	Center for Disease Control Protocols	Most Current
10	Industry Standard	ASTM E1971-05(2011): Standard Guide for Stewardship for the Cleaning of Commercial and Institutional Buildings	Most Current
11	EPA's Registered Antimicrobial products for Use Against Novel Coronavirus SARS-CoV-2, the Cause of COVID-19	<a href="https://www.epa.gov/sites/production/files/2020-03/documents/sars-cov-2-list_03-03-2020.pdf">https://www.epa.gov/sites/production/files/2020-03/documents/sars-cov-2-list_03-03-2020.pdf</a>	03-March-2020
12	Novel Coronavirus (COVID-19) - Fighting Products; Center for Biocide Chemistries.	<a href="https://www.americanchemistry.com/Novel-Coronavirus-Fighting-Products-List.pdf">https://www.americanchemistry.com/Novel-Coronavirus-Fighting-Products-List.pdf</a>	05-March-2020
13	Interim Environmental Cleaning and Disinfection Recommendations; Centers for Disease Control and Prevention.	<a href="https://www.cdc.gov/coronavirus/2019-ncov/community/home/cleaning-disinfection.html">https://www.cdc.gov/coronavirus/2019-ncov/community/home/cleaning-disinfection.html</a>	05-March-2020
14	District of Columbia	Guidance Memorandum - EFFECTIVE IMMEDIATELY District-wide guidance for enhanced cleaning in all public facilities to protect against COVID-19 spread	12-March-2020
15	Legislation	Procurement Practices Reform Act (Section 2-361.01 Green Procurement)	2010
16	Policy	Mayoral Order 2009-60	2009
17	Standard	UL2784/CCD-104: Sustainability for Hand Cleaners	Most Current
18	Standard	UL2796/CCD 107: Sustainability for Odor Control Products	Most Current
19	Standard	UL2792/CCD-110: Sustainability for Cleaning and Degreasing Compounds: Biologically based	Most Current
20	Standard	UL2759/CCD-146: Sustainability for Hard Surface Cleaners	Most Current
21	Standard	UL2777/CCD-147: Sustainability for Hard Floor Care Products	Most Current
22	Standard	UL2795/CCD-148: Sustainability for Carpet and Upholstery Care Products	Most Current
23	Standard	UL2783/CCD-170: Sustainability for Instant Hand Antiseptics	Most Current
24	EPA Comprehensive Procurement Guidelines	EPA Comprehensive Procurement Guidelines for Commercial/Industrial Sanitary Tissue	Most Current

25	Standard	GS-34: Green Seal Standard for Cleaning and Degreasing Agents (Edition 2.2)	Most Current
26	Standard	GS-37: Green Seal Standard for Cleaning Products for Industrial and Institutional Use (Edition 7.3)	Most Current
27	Standard	GS-40: Green Seal Standard for Floor-Care Products for Industrial and Institutional Use (Edition 2.2)	Most Current
28	Standard	GS-41: Green Seal Standard for Hand Cleaners for Industrial and Institutional Use (Edition 2.2)	Most Current
29	Standard	GS-53: Green Seal Standard for Specialty Cleaning Products for Industrial and Institutional Use (Edition 2.4)	Most Current
30	Standard	EPA's Safer Choice Standard (formerly the DfE Standard for Safer Products)	Most Current
31	Standard	Specification for HEPA Filters Used by DOE Contractors	Most Current
32	DC Office of Contracting & Procurement Policy	Environmental Specification Guidance for Cleaning Supplies	Most Current
33	Standard	ASTM D6400 Standard Specification for Labeling of Plastics Designed to be Aerobically Composted in Municipal or Industrial Facilities	Most Current
34	Standard	Biodegradable Products Institute Certified Compostable	Most Current
35	Law	Sustainable Solid Waste Management Amendment Act of 2014 DC Act 20-0423	Most Current
36	Regulation	California Air Resources Board (CARB) Regulation for Reducing Emissions from Consumer Products	Most Current
37	Law	Federal Insecticide, Fungicide, and Rodenticide Act	Most Current
38	Guidance	Environmental Protection Agency Pesticide Registration Manual: Chapter 4 - Additional Considerations for Antimicrobial Products	Most Current
39	Report	San Francisco Department of Environment. Safer Products and Practices for Disinfecting Surfaces.	Most Current
40	Strategic Plan	San Francisco Department of Environment. Safer Products and Practices for Disinfecting Surfaces.	Most Current
41	Standard	GS-11 Paints, Coatings, Stains and Sealers (Edition 3.2)	Most Current
42	Standard	GS-43 Recycled-Content Latex Paint (Edition 1.1)	Most Current

**C.2.1** The Contractor shall obtain *all* licenses and permits that may be required from the DCRA, BLRA and the D.C. Code and regulations which are stipulated by DCRA. The Contractor shall provide the services prescribed hereunder in accordance with all applicable industry standards such as the CDC, EPA, OSHA, federal, state and local municipalities ordinances and statutes, and all applicable equipment manufacturer’s recommendations, including BOCA, applicable D.C. Code and regulations to achieve the following:

1. Consist safe operation of equipment
2. Maximum operational performance of equipment
3. Maximum beneficial usage of equipment
4. Maximum life cycle of equipment

**C.3 DEFINITIONS**

**C.3.1 Definitions: These terms when used in this RFP have the following meanings:**

**C.3.1.1 Acceptance** means an authorized representative of the District has inspected and agreed that the work meets all requirements of this Contract, to include documentation requirements.

**C.3.1.2 Antimicrobial mold and mildew cleaner** refers to a type of disinfecting product designed to eliminate specific types of mold or mildew.

**C.3.1.3 Acceptable Level of Maintenance** means that level of maintenance, which will preserve the equipment in an unimpaired operating condition. Such level of maintenance is higher than the level where there is the deterioration and/or diminishment of the normal life expectancy of the equipment.

**C.3.1.4 Approval** means the Department, and/or the District has reviewed submittal, deliverables, or administrative documents (e.g. insurance certificates, etc.), and has determined the documents conform to contract requirement. Department and/or District approval shall not relieve the Contractor(s) of responsibility for complying with Federal, District, local laws, and regulations.

**C.3.1.5 ASME** refers to the American Society of Mechanical Engineers Safety Code for Elevators and Escalators A17.2 Inspectors Manual.

**C.3.1.6 Basic Services** refers to services that consist of the recurring Contract requirements and the requirements established by the statement of work and related general and administrative functions. Supplemental, Reimbursable Services, *Section [C.7]* are requirements outside of Basic Services.

**C.3.1.7 BLRA** refers to the DCRA’s Business Licensing Regulation Administration.

**C.3.1.8 BOCA** refers to the Building Official Code Administrators.

- C.3.1.9 Carpet cleaners** include products that are used to perform routine cleaning or spot cleaning of carpets, rugs, and upholstery. This category includes, but is not limited to, products that use shampooing, dry foam, absorption, and wet extraction.
- C.3.1.10 Concentrate** refers to a product that, as sold, must be diluted by water prior to its intended use.
- C.3.1.11 Contracting Officer (CO)** shall be a business communications liaison between the Department and a Contractor(s). He or she ensure that their goals are mutually beneficial. The CO is an employee who is responsible for recommending, authorizing, or denying actions and expenditures for both standard delivery orders and task orders, and those that fall outside of the normal business practices of it supporting Contractor(s)s and Sub Contractor(s)s.
- C.3.1.12 Contractor(s)** means the individual, firm, company, corporation, partnership, or combination thereof, contracting with the Department to the contract work. The Contractor(s) is one of the parties to this Contract.
- C.3.1.13 Damp-Mop shall include but is not limited to:** To clean a floor so that, when dried, it is free from streaks, smears, dirt residue, shoe marks, standing water and odors. It shall always be preceded by sweeping, vacuuming or dust mopping the floor, and shall be accomplished with cotton or cotton-blend looped industrial rag mop saturated/treated with appropriate disinfectant and hot water.
- C.3.1.14 Decommissioned** means equipment withdrawn from services.
- C.3.1.15 Deficiency** means any part of a proposal from a Contractor or any work performed by a Contractor that fails to satisfy the District requirements.
- C.3.1.16 Direct Cost** means any costs incurred in the actual performance and execution of services (excluding profits and mark-ups).
- C.3.1.17 Disinfect** means to clean using a product that contains antimicrobial agent that frees from infection; especially a chemical that destroys vegetative forms of harmful microorganisms (such as bacteria and fungi) especially on inanimate objects that may be less effective in destroying spores. Disinfectant shall be non-caustic or harmful to the floors or fixtures that it is used upon and be effective against, but not limited to the following pathogens:
- *Pseudomonas aeruginosa (Pseudomonas)*
  - *Staphylococcus aureus (Staph)*
  - *Staphylococcus aureus - Methycillin resistant (MRSA)*
  - *Enterococcus faecalis - Vancomycin resistant (VRE)*
  - *Klebsiella pneumonia*
  - *Influenza A (2009 H1N1)*
  - *HIV - 1 (AIDS virus)*
  - *Hepatitis B (HBV)*

- C.3.1.18** **District** means all authorized District of Columbia (DC) Government agencies and their representative having jurisdiction over the Facility.
- C.3.1.19** **District Furnished Property** means any property in the possession of or directly acquired by the District and subsequently made available to the Contractor to use in the performance of the Contract.
- C.3.1.20** **District Owned Property** means all property owned by or leased to the District or acquired by the District under the terms of the contract, including District-furnished property.
- C.3.1.21** **District Quality Assurance** means 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.3.1.22** **Divisions** refers to those “Divisions,” as defined by the Constructions Specifications Institute (CSI), and are numbered therein and refer to the subject matter or trade. These expert formats are the national standard for construction specifications. Division can also mean a sub department within a District Agency.
- C.3.1.23** **Dusting shall include but is not limited to:** to clean a surface free of all dust, dust streaks, lint, cobwebs, and non-adhered dirt. Dust shall be removed rather than stirred up or scattered. It shall be accomplished using microfiber, electrostatic or functionally similar dust cloths or mitts. Feather dusters shall not be used. Dusters with extendable poles made specifically for wall and ceiling dusting shall be used for such surfaces.
- C.3.1.24** **Dust Mop shall include but is not limited to:** to clean a floor free of all debris, dust, dust streaks, lint, cobwebs, and non-adhered dirt. Once centralized in piles, debris shall be removed rather than stirred up or scattered. It is accomplished with cotton or cotton-blend looped industrial dust mop.
- C.3.1.25** **Emergency Service Call** means a Service Call or other request for service placed outside of Normal Working Hours, and of such a nature, that response cannot wait for the resumption of Normal Working Hours.
- C.3.1.26** **Environmentally Preferable Products (EPP)** means all environmentally preferable 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.
- C.3.1.27** **Exterior** means all entrances, landing, steps, sidewalks, parking areas, facades, moats, and lawns located adjacent to the building and extending to the established property line.
- C.3.1.28** **Facility Inspection** means all scheduled or unannounced but documented inspection of the Facility by the District or the Contractor to monitor level of Contractor delivery of the required services.

**C.3.1.29 Furniture polish** refers to fluid that is designed to clean, refine, or protect furniture through polishing.

**C.3.1.30 Hazardous Materials** means 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, toxic 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; and/or
- d) polychlorinated biphenyl's (PCBs), 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 or the environment or otherwise pose an impediment to working conditions.

**C.3.1.31 High-efficiency particulate air (HEPA)** refers to an air filter designed according to federal standards to remove 99.97% of airborne particles measuring 0.3 micrometers in diameter. HEPA vacuum cleaners trap dust and other irritants, improving indoor air quality.

**C.3.1.32 Hazardous Materials** means 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, toxic 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; and/or
- d) polychlorinated biphenyl's (PCBs), 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 or the environment or otherwise pose an impediment to working conditions.

- C.3.1.33 Hours of Operation** is the time period for which the Contractor’s staff shall be on site performing services.
- C.3.1.34 Holidays** refers to days observed as holidays by the District of Columbia Government.
- C.3.1.35 Incident Commander** means the person who constantly manages the situation and has decision-making authority at the building or facility as it relates to incident assessment and evacuation determination. This person shall never leave the scene until the danger to the occupants or facility has passed, and the building is secure or the authorities (first responders – fire and police) have relieved the Incident Commander.
- C.3.1.36 Indirect Cost** is a cost that is associated with a product or service, but not directly attributable to just one product or service.
- C.3.1.37 Industry Standards** means the highest level of industry-developed best standards, practices, or procedures (including any standards, practices or procedures established by the applicable trade associations or under Applicable Laws).
- C.3.1.38 Inspections** is a systematic practice of monitoring, at regularly scheduled interval inspections of the infrastructure conditions, unit placement, usage, signage/markings in support of DCMR mandates, etc.
- C.3.1.39 Lime and scale removers** are products designed to remove the alkaline (a chalky mineral deposit) resulting from water use in locations such as showers, tubs, sinks, and toilets.
- C.3.1.40 Material Safety Data Sheet (MSDS)** refers to a document that contains information on the potential hazards of a chemical product and how to work safely with the product. The MSDS also contains information on the use, storage, and handling of the hazardous material, and how to respond in case of an accident or spill. The MSDS contains much more information about the material than the product label. However, it is important to note that the MSDS may not list every human and environmental impact associated with the product.
- C.3.1.41 Measurement and Verification (M&V)** is the quantifiable component of Quality Assurance and Quality Control. The District may develop an M&V protocol that measures aspects of the efficiency and effectiveness of Facility systems using data from Facility controls, monitoring, and other data sources.
- C.3.1.42 Normal Working Hours** is the time-period of: 6:00am – 11:00pm.
- C.3.1.43 Operational** meaning equipment is functioning as specified by the manufacturer recommendations.



- C.3.1.44** **OSHA** means the Occupational Safety and Health Administration (OSHA), which is the Federal Government agency responsible for providing the rules and regulations on safety and health requirements in the workplace.
- C.3.1.45** **Personal Protection Equipment** means personal protective equipment, commonly referred to as "PPE". It is equipment worn to minimize exposure to hazards that cause serious workplace injuries and illnesses. These injuries and illnesses may result from contact with chemical, radiological, physical, electrical, mechanical, or other workplace hazards. Personal protective equipment may include items such as gloves, safety glasses and shoes, earplugs or muffs, hard hats, respirators, or coveralls, vests, and full body suits.
- C.3.1.46** **Prevailing Wage** is defined as the hourly wage, usual benefits and overtime, allegedly paid to the majority of workers, laborers, and mechanics within a particular area as determined by the Service Contract Action Wage Determination, Davis Bacon and or the District of Columbia Living Wage Act; **whichever of the applicable is higher**. Prevailing wages are established by regulatory agencies for each trade and occupation employed in the performance of public work, as well as by State Departments of Labor or their equivalents.
- C.3.1.47** **Quality Assurance (QA)** means any actions taken to ensure services meet Contract requirements.
- C.3.1.48** **Quality Assurance Evaluation** are the methodologies implemented to assess the adequacy of Contractor performance.
- C.3.1.49** **Quality Control (QC)** refers to Contractor developed and implemented safeguards that ensure quality service are provided to satisfy the requirements of the Contract.
- C.3.1.50** **Quality Control Plan** is a document that describes the actions (measurements, inspections, quality checks or monitoring of process parameters) required at each phase of a process to assure the process outputs will conform to pre-determined requirements.
- C.3.1.51** **Quality Service Tenant Survey** refers to questionnaires completed by occupants with the objective of ascertaining how the customer and Facility tenants rate Contractor performance.
- C.3.1.52** **Reimbursable Services** means any work performed by the Contractor at the direction of the COTR that is over and above the required Basic Services.
- C.3.1.53** **Response Time** means the time period in which the Contractor, after initial notification by the District, is required to be physically on the premises at the work site, with appropriate tools, equipment, and materials, ready to perform the required Work.
- C.3.1.54** **Service Call** means a response to a tenant or agency complaint, or a response to an observation that some equipment, system or material covered by the Contract is inoperable, dysfunctional or deteriorated, or that performance standards of the Contract

are not being met. The Service Call response involves analysis of the problem, and adjustment of operating or monitoring controls or other immediate corrective action. A requirement to perform a Repair may result from the analysis stage of a Service Call. A Service Call can be either an Emergency or Non-Emergency Service Call.

- C.3.1.55** **Services** means the performance, workmanship, and material furnished or utilized in the accomplishment, execution, or resolution of a Service Call.
- C.3.1.56** **Specifications** means the section of a document that contains written requirements outlining the materials, equipment, standards, and workmanship necessary for successful execution.
- C.3.1.57** **Task Order** means a formal direction presented to a Contractor to provide Reimbursable services outside of the required Basic Services.
- C.3.1.58** **Volatile organic compounds (VOCs)** are organic chemicals that evaporate at room temperature under normal indoor conditions. VOCs include a variety of chemicals that are emitted by a wide array of products, such as: cleaning supplies, building materials and furnishings, office equipment, paints and lacquers, paint strippers, pesticides, etc. Many types of VOCs have been linked to a variety of adverse health effects, including eye, nose, and throat irritation; headaches; loss of concentration; nausea; damage to the liver, kidney, and central nervous system; allergic skin reaction; fatigue; dizziness; and cancer mandates, etc.
- C.3.1.59** **Wage Determination** is a listing of wage rates and fringe benefit rates for each labor category of workers which the U.S. Department of Labor has determined to be prevailing in a given area. It establishes standards for wage rates and safety and health protections for employees performing work on covered Government contracts.
- C.3.2** **Acronyms** The following are acronyms used for the purpose of this solicitation:
  - C.3.2.1** **ASTM** – American Society for Testing Materials
  - C.3.2.2** **ANSI** – American National Standards Institute
  - C.3.2.3** **BOCA** – Building Official Code Administrators
  - C.3.2.4** **DOP** – Daily Operating Plan
  - C.3.2.5** **CA** – Contract Administrator
  - C.3.2.6** **COTR** – Contracting Officer’s Technical Representative
  - C.3.2.7** **CO** – Contracting Officer
  - C.3.2.8** **COOP** – Continuity of Operations Plan

- C.3.2.9**      **CERP** – Contractor’s Emergency Response Plan
- C.3.2.10**    **COTR**– Contracting Officer’s Technical Representative
- C.3.2.11**    **DCMR** – District of Columbia Municipal Regulations
- C.3.2.12**    **DGS** – Department of General Services
- C.3.2.13**    **DYRS** – Department of Youth Rehabilitation Services
- C.3.2.14**    **DCRA** – Department of Consumer and Regulatory Affairs
- C.3.2.15**    **EMCS** – Energy Management Control Systems
- C.3.2.16**    **EPA** – Environmental Protection Agency
- C.3.2.17**    **MSDS** – Material Safety Data Sheet
- C.3.2.18**    **NIOSH** – National Institute for Occupational Safety and Health
- C.3.2.19**    **OSHA** – Occupational Safety and Health Administration
- C.3.2.20**    **PPE** – Personal Protective Equipment
- C.3.2.21**    **QA** – Quality Assurance
- C.3.2.22**    **QAP** – Quality Assurance Protocol
- C.3.2.23**    **QC** – Quality Control
- C.3.2.24**    **QCP** – Quality Control Program
- C.3.2.25**    **SCP** – Strike Contingency Plan

## **C.4**      **BACKGROUND**

DYRS' NB facility is located at 8400 River Road Laurel, MD 20724. NB is a 60-bed security residential facility located in Laurel, MD which, provides the District’s at-risk youth with 24-hour supervision, custody, and care. Services include diagnostic screenings, onsite medical care, individual and group counseling, education provided by the Maya Angelou Academy such as structured recreational activities, and family visits and engagement programs. The Center which has the capability of housing both female and male youth is comprised of one (3) housing building with two (2) sides; the youth housing annex and a separate administrative annex. Amenities with the facility include an intake unit, control room, gym, medical unit, barber and hair salon, auditorium, culinary, maintenance, classrooms, auto shop, security booth and administrative offices.

**C.5 REQUIREMENTS & STANDARDS OF SERVICES**

**C.5.1 General Services Standards and Service Delivery Expectation**

**C.5.1.1** The specifications herein are a statement of the *minimum level* of janitorial and housekeeping services standards of performance that the Contractor shall provide, and in so much the Contractor shall take all precautions and steps necessary to mitigate and reduce the spread and effect of an influenza-like epidemic and or an outbreak of a pandemic disease through diligent and comprehensive custodial/housekeeping operations. Further the Contractor’s shall link their planned actions to the periods and phases established by the Center for Disease Control (“CDC”) throughout an epidemic and or pandemic cycle.

**C.5.1.2** The requirements as described herein are *not* intended to represent the maximum performance levels or limitation of the effort the Contractor shall expend to accomplish the work. It is the District expectation that all functions of the janitorial and housekeeping services are inclusive, and the Contractor shall be held to standards of service as also reasonably inferred.

**C.5.1.3** As justified by the Department and the District, the Contracting Officer’s Technical Representative/Contract Administrator (“COTR” or “CA”) may elect to modify, add and or remove service functions. All such changes to any contract terms or function will be issued and executed by a contract modification administered by the Contracting Officer (“CO”). *The vendor is hereby made aware that only the Contracting Officer is authorized to issue a Contract Modification, and the Department shall have no obligation to provide or remit compensation to the vendor for any additional work, materials, or supplies that the vendor provides contrary, beyond, or outside of that parameter and understanding of this Contract which it intends to receive additional compensation. The vendor should always take care to receive instructions which would incur a change in cost, from the Contracting Officer versus any non-authorized personnel of the Department.*

**C.5.1.4** 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 perform and provide the services standards as described herein and as reasonably inferred. The Contractor shall provide standard services and standard planned services of a custodial nature for both the interior and exterior of the Department of Youth Rehabilitation Services (“DYRS”) New Beginnings (“NB”) Youth Development Center facility located at 8400 River Road Laurel, MD 20724. The Contractor shall use innovation, technology and other means and methods to develop and perform the most efficient, safe, and comprehensive cleaning services on behalf of the District.

**C.5.1.5** All costs associated with complying with the requirements established herein are included in the firm, fixed fully loaded monthly service rate, firm-fixed per service rate and the firm-fixed direct hourly labor rate for both daily services and supplemental services. The Contractor shall furnish all personnel, labor, equipment, material, tools,

supplies, including consumable supplies (e.g. toilet paper, paper towel, trash liners, hand soap, hand sanitizer etc.) supervision, management, and services (except as may be expressly set forth as District furnished), and otherwise do all things necessary to perform and provide the services standards as described herein *and as reasonably inferred*. The Contractor shall provide standard services and standard planned services of a custodial nature for both the interior and exterior of the Department of Youth Rehabilitation Services (“DYRS”) New Beginnings (“NB”) Youth Development Center facility located at 8400 River Road Laurel, MD 20724. The Contractor shall use innovation, technology and other means and methods to develop and perform the most efficient, safe and through cleaning services on behalf of the District.

**C.5.1.6** The Contractor shall develop a comprehensive and detailed operations plan designed to adequately staff and meet the service level requirements outlined herein (and as reasonably inferred), and shall ensure services are carried out in accordance with the U.S. Center for Disease Control (“CDC”) Environmental Cleaning and Disinfection Recommendations without restriction. The Contractor shall comply with the most recent versions and any future revisions to all applicable Federal and District laws, Court Orders, regulations, policies in the fulfillment of the required services. The Contractor shall deliver the Operations Plan to the COTR and or his/her designee within ten (10)-days of Award.

<https://www.cdc.gov/coronavirus/2019-ncov/community/home/cleaning-disinfection.html>

<https://www.cdc.gov/coronavirus/2019-ncov/infection-control/control-recommendations.html>

<https://www.cdc.gov/coronavirus/2019-ncov/community/organizations/cleaning-disinfection.html>

<https://coronavirus.dc.gov/page/coronavirus-resources>

**C.5.2 Chemicals approved for use**

Refer to the links provided in **Section [C.2] Applicable Documents** – No. [11] - EPA, No. [12] - CBC and, No. [13] – CDC Registered Antimicrobial Products for Use Against Novel Coronavirus SARS-CoV-2, the Cause of COVID-19. The Contractor shall follow manufacturers’ recommendations for proper use, concentrations, and applicable surfaces. It is the contractor’s sole responsibility to use the right chemicals for the right application.

**C.5.2.1** The Contractor shall follow District and Federal Regulations as well guidance provided by the Environmental Protection Agency (“EPA”) and the Centers for Disease Control and Prevention (“CDC”) to ensure their personnel are protected to include but not limited to:

- i. Personal Protective Equipment Training,
- ii. Respirator use (where appropriate) and fit testing,
- iii. Maintain required record keeping,

- iv. Contractor must maintain at least one supervisor onsite with epidemic, pandemic training similar or more comprehensive than those guidelines established for Coronavirus disease (COVID-19) training.
- v. Contractor shall maintain Safety Data Sheets (SDS) for all chemicals onsite and updated as revision are issued.

### **C.5.3 Personnel Protective Equipment (PPE)**

Contractors are required to wear goggles, recommended respirators, Tyvek Coveralls or overalls and all else required to prevent further contamination and or the continued spread through comprehensive janitorial services as a preventative measure to mitigate the threat and spread of a biological epidemic and or pandemic as a comprehensive response measure. The Contractor's staff shall comply with the CDC approved and appropriate PPE such as disposable gloves, gowns and N95 respirator mask when performing all tasks in the cleaning process, including handling trash. Personal clothing shall not be worn in way that it may be exposed to airborne dust and/or particulates. The Contractor's staff shall wear disposable coverall or reusable PPE when appropriate as conditions require (those approved for multiple use when strictly following manufacturers decontamination methods) adhering the strict guidelines for the use, change and disposal as such. All used coveralls should be collected in a used clothing bin for cleaning by professional decontamination by cleaners in accordance with individual manufacturer instructions. If temporary suits are worn, they shall be discarded in accordance with CDC guidelines, local and state regulations.

**C.5.3.1** Gloves and shoe covers should be worn as conditions dictate. Gloves must be appropriate for each chemical used. Additionally, when conditions dictate, all personnel shall wear full/half face respirator mask. Additional PPE might be required based on the cleaning/disinfectant products being used and whether there is a risk of splash.

**C.5.3.2** Gloves and gowns shall be removed carefully to avoid contamination of the wearer and the surrounding area. The Contractor's staff shall clean its hands after removing gloves.

**C.5.3.3** Gloves shall be removed after cleaning a room or area whether or not occupied by ill persons. The Contractor's staff shall clean its hands immediately after gloves are removed.

**C.5.3.4** Under conditional guidelines which infer the requirement of Cleaning staff PPE usage, the staff shall be responsible for immediately reporting any breaches in PPE (e.g., tear in gloves) or any potential exposures to their supervisor and the Contractor's POC Representative shall immediately report such breaches to the District COTR.

### **C.5.4 General Cleaning Standard**

The Contractor shall follow all guidelines as recommended by the Center for Disease Control (CDC). The following cleaning mechanisms and guidance shall be used and followed.

**C.5.4.1 Surfaces**

Surfaces shall be cleaned using a detergent or soap and water prior to disinfection.

**C.5.4.1.1** For disinfection, the Contractor shall dilute household bleach solutions, alcohol solutions with at least 70% alcohol, and most common EPA-registered household disinfectants should be effective.

**C.5.4.1.2** Diluted household bleach solutions can be used if appropriate for the surface. Follow manufacturer’s instructions for application and proper ventilation. Check to ensure the product is not past its expiration date. Never mix household bleach with ammonia or any other cleanser. Unexpired household bleach will be effective against coronaviruses when properly diluted.

Prepare a bleach solution by mixing:

1. (5) tablespoons (1/3<sup>rd</sup> cup) bleach per gallon of water or;
2. (4) teaspoons bleach per quart of water,
  - a. Products with EPA-approved emerging viral pathogens claims are expected to be effective the spread of biological disease based on data for harder to kill viruses. Follow the manufacturer’s instructions for all cleaning and disinfection products (e.g., concentration, application method and contact time, etc.).
  - b. For soft (porous) surfaces such as carpeted floor, rugs, and drapes, remove visible contamination if present and clean with appropriate cleaners indicated for use on these surfaces. After cleaning:
    - i. If the items can be laundered, launder items in accordance with the manufacturer’s instructions using the warmest appropriate water setting for the items and then dry items completely.
    - ii. Otherwise, use products with the EPA-approved emerging viral pathogens claims that are suitable for porous surfaces.

**C.5.5 Service Hours:**

The Department of Youth Rehabilitation Services provides twenty-four (24)-hour care and operation to the District’s at-risk youth at the New Beginnings Youth Development Center, thus janitorial services are required seven (7)-days a week, twenty-four (24)-hours a day, three-hundred sixty-five (365)-days a year including all holidays. Services to specific areas of the facility shall be provided in accordance with the below timetable.

Public Space .....	Service Delivery anytime
Housing Units.....	8:30 AM – 2:00 PM

*Some floor care may be accomplished after 9:00 PM*

Culinary Unit.....	Floors only one (1) night a week after 5:00 PM
Medical Unit.....	Daily after 8:00 PM (trash 12:00 PM or spills as needed)
Barber Shop.....	Daily barber is not in operation
Gymnasium/Auditorium .....	Once (1) a day after 7:00 PM
Lobby Area.....	main cleaning after 9:00 PM (police area throughout the day)
Floorcare... ..	10:00 PM – 6:00 AM
Intake.....	Daily before 2:00 PM
Control Room.....	Before 2:00 PM after 6:00 PM
Superintendent Suit/Administration.....	After 5:00 PM
Education Wing.....	After 4:00 PM
Auto Shop.....	Wednesday, Friday, Sunday, or as needed After 4:00 PM
Security Booth.....	Daily before 2:00 PM
Maintenance.....	Daily before 2:00 PM

**C.5.6 Staffing and Shift Requirements:**

The Contractor shall provide the Contracting Officer’s Technical Representative/Contract Administrator (“COTR” or “CA”) and or his/her designee with a staffing schedule to include shift staffing level plans, the full names of each Supervisor and Janitor, contact information for Supervisors. The Contractor shall maintain the shift schedules and staffing requirements, throughout the term of the contract without exception. Changes to the schedule and shifts shall be provided to the COTR/CA for review and acceptances The Contractor shall deliver the initial Staffing Schedule to the COTR/CA within ten (10)-days of Contract Award.

**C.6 PERFORMANCE WORK STATEMENTS**

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

- I. Cleaning/disinfecting toilets and urinals shall always include the interior and exterior portion of the fixture with an emphasis on the toilet seat and the top, front and sides of the toilet/urinal bowl down to the ground.
- II. Water/disinfectant solution used for damp-mopping floors shall be changed when or sooner than when it becomes “dirty” such that the definition and standards of a damp-mopped floor in the preceding section cannot be met.
- III. Separate dust mops and damp-mops shall be used for bathrooms. Such implements shall be clearly identified as to its use. Any implement used in the bathroom shall not be used on a non-bathroom floor until or unless sanitized by laundry or similarly cleaned.



- IV. Once used in a bathroom, a water/disinfectant damp-mopping solution shall never be used for a non-bathroom floor and shall be changed for each application.
- V. “Wet Floor” caution signs, with appropriate symbols and written in both English and Spanish shall be placed on the floor in any area being damp-mopped or is wet due to weather related instances, until the floor is dried. The restrooms shall be closed to public use during cleanings. All other damp-mopped areas shall remain accessible with appropriate signage.
- VI. All cleaning products shall be used as directed by manufacturer. Concentrated products shall be diluted to the specified ratio; required protective apparatus (e.g., gloves) shall be worn; setting or soaking periods shall be adhered to; and rinsing shall occur if directed.

**C.6.1 Description of Itemized Task:**

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

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

**C.6.1.1 Specified Janitorial Work – Performance Requirements**

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

- i. Exterior Building
- ii. Grounds
- iii. Parking Lot Area
- iv. Restrooms
- v. Locker Rooms
- vi. Shower Facilities
- vii. Youth Housing Area
- viii. Cafeteria
- ix. Kitchen
- x. Common Areas
- xi. Hallways
- xii. Entryways and Exits
- xiii. Designated Smoking Area

**C.6.2 Floor Care and Services**

At a minimum, the Contractor shall provide standard floor services for the work items listed below. The Contractor shall ensure floors, base moldings, and grout are clean and free of debris including, but not limited to, dirt, water streaks, mop marks, string, gum, tar, and other foreign matter. The Contractor shall ensure floors maintain their natural luster and not have a dull appearance and wet mopped floors shall be cleaned using disinfectant cleaner(s) with additional scrubbing, 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:

- i. **Sweep all** non-carpeted floors, to include staircases, closets, and offices, three times daily or as frequently as required to maintain standards set herein.
- ii. **Dispose of** all material collected from sweeping.
- iii. **Vacuum** all carpeted floors once daily, either prior to 8:30AM; or after 4:00PM.
- iv. **Mop all** non-carpeted floors (with clean disinfectant water), to include staircases three times daily or as frequently as required to maintain standards set herein either prior to 8:30AM or after 4:00 PM.
- v. **Supply**, place and remove appropriate and proper signs/warning signs for wet floors to ensure end user safety.

**C.6.2.1 Floor Care Services**

The Contractor shall provide floor care services as described below. In general, it is the expectation of the Government that the Contractor shall clean and maintain all floor surfaces (including elevators) in a manor such that the floors are visibly clean, without

any smudges, dust, dirt, removable soil substances, evidence of gum, bums, scuffmarks, wax and or dirt build-up in corners or crevices, etc.:

- C.6.2.1.1 Laminated Flooring (ADP Floors):** Damp mopping shall be the only method of wet cleaning for floors in Automated Data Processing (ADP) space.
- C.6.2.1.2 Asphalt Floors:** Damp mopping shall be the only method of wet cleaning for floors containing asphalt material.
- C.6.2.1.3 Granite, Terrazzo and Marble Floors (Crystallization):** All applicable floor areas shall be maintained in accordance with contractor's Quality Control Plan. Surfaces shall be maintained clean and free of smudges, dust, dirt, and removable soil substances. Surfaces shall present a uniform luster. Marble surfaces should be cleaned with a dampened dust cloth. **THE CONTRACTOR SHALL NOT USE CLEANING SOLUTIONS ON MARBLE SURFACES.**
- C.6.2.1.4 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.
- C.6.2.1.5 Stripping, Sealing and Waxing:** The Contractor shall perform full scale stripping, and floor finishing using a standard a service plan as determined by COTR/CA and contractor. 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.
- C.6.2.1.5.1 Sealing:** The Contractor shall apply industry standard sealant to appropriate floors on a quarterly basis. Sealant shall adhere to the floor. Floor areas shall be evenly coated with a slip resistant seal. Sealant shall only be applied to appropriate floors.
- C.6.2.1.5.2 Burnish and Shine:** All floors shall be burnished to an industry standard; the Contractor shall perform burnishing in high traffic areas and low traffic areas as determined by COTR/CA and contractor based on traffic flow and seasonal conditions. Cleaning frequencies that are additional to standard planned services shall be completed on a supplemental reimbursement basis to the Contractor.
- C.6.2.1.6 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.
- C.6.2.1.7 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.

**C.6.2.1.8 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 either prior to 8:30AM or after 4:00PM.

**C.6.2.1.8.1 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 because of harsh brushing or scrubbing. Cleaned areas of carpets and rugs shall be reasonably blended with surrounding carpets.

**C.6.2.1.8.2 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, wherever necessary.
2. If carpet spotting does not accomplish the goals outlined in item 1 above, Contractor shall notify the COTR/CA if carpet/flooring needs replacement.

**C.6.2.1.8.3 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 daily. Detail vacuuming (e.g. all high traffic areas, all main hallways/walkways, all offices, all conference rooms, cubicles, and all workrooms) shall be done once daily. The Contractor shall utilize vacuum cleaners that meet the requirements of the Carpet and Rug Institute "Green Label/Green Label Plus" Testing Program.

**C.6.2.1.8.4 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/CA, IT, and the Operations Division prior to cleaning of the carpet. Any furnishings moved are to be returned to their original positions. Carpet shampooing and extraction cleaning shall be completed as frequently as required to maintain the standards set herein in high traffic areas.

**C.6.2.1.8.5 Carpeting in Conference Rooms, Offices, and Other Rooms:** These areas shall be cleaned in accordance with the above standards.

- C.6.2.1.8.6 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/CA, BM, and BMS 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 BM and/or BMS prior to the building occupants reporting to work. Wet or inclement weather mats and runners shall be removed, cleaned, and stored by the Contractor when the BM and/or BMS has determined that they are no longer required.
- C.6.2.1.9 Rubberized or Specialized Mats:** Certain facilities have specialized flooring, further details regarding specialized flooring needs will be address by the facility.
- C.6.2.1.10 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 in the standards set herein.
- C.6.2.1.11 Tile & Grout (various types):** All floor and wall grout shall be maintained free of any dirt, grime, or finish buildup. Grout must be deep cleaned on a monthly basis with a grout machine to the satisfaction of the COTR.
- C.6.2.1.12 Concrete:** These floors shall be swept and cleaned with a damp mop.

**C.6.3 Standard Restroom(s), Shower/Locker Room(s), & 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:

**C.6.3.1 Service Area Standards**

**C.6.3.1.1 Restroom(s) Services:**

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

**C.6.3.2.2 Shower Room(s) Services**

Youth unit showers shall be cleaned and disinfected daily in accordance with the housing unit cleaning schedule (8:30 am – 2:00 pm).

**C.6.3.2.3 Locker Room(s) Services:**

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

**C.6.3.2.4 Holding Cell(s) Services:**

The Contractor shall clean Holding Cells in accordance with the above standards daily unless otherwise specified.

**C.6.3.2 Service Standards & Expectations:**

**C.6.3.2.1 Standard Restrooms, Shower Rooms, and Locker Rooms:** All standard restrooms, shower rooms, and locker rooms services are provided in accordance with the above standards, on a daily basis.

**C.6.3.2.1.1 Scrub Restroom, Locker-room, Shower room Floors/Hard Surface including Partitions and Walls:** Close restroom, locker-room, shower room, remove all movable objects from area and place approved “closed” signage to area prior to beginning task. Apply approved cleaning solution at approved dilution to area to be scrubbed, not allowing solution to dry. Quickly agitate small section coated with solution with approved stiff bristle brush. Be sure grout is cleaned. Thoroughly mop rinse area with clean cotton mop and clear water twice. Make sure all walls, doors, baseboards, etc. are also thoroughly rinsed.

**C.6.3.2.1.2 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.6.3.2.1.3 Floor and Wall Grout:** All floor and wall grout shall be maintained free of any dirt, grime, or finish buildup. **Grout must be deep cleaned on a monthly basis with a grout machine to the satisfaction of the COTR.**

**C.6.3.2.1.4 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.

- C.6.3.2.1.5 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 handwashing/hand hygiene procedures and protective barrier precautions when performing cleaning task.
- C.6.3.2.1.6 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.
- C.6.3.2.1.7 Dispensers:** The District shall provide dispensers unless otherwise specified by the COTR. The Contractor shall replenish supplies and fill dispensers as part of the standard service monthly. The Contractor shall refill all dispensers as frequently as required to maintain the standard set herein. The supplies for the provided dispensers shall be compatible with the dispenser manufacturer's requirements. The Contractor shall supply automatic air-fresheners in all restrooms, locker rooms above the lockers and dorm rooms. Automatic air-fresheners shall be replenished as per manufactures recommendations. Supplies for dispensers including but not limited to toilet seat covers, toilet tissue, paper hand towels, soap, etc., shall be continuously maintained and refilled throughout the day as necessary to meet the needs of the tenants.
- C.6.3.2.1.7.1** All soap dispensers shall be refilled each time levels become 75% finished.
- C.6.3.2.1.7.2** All loose paper towel dispensers shall be refilled each time levels become 75% finished.
- C.6.3.2.1.7.3** All rolling paper towel dispensers shall be replaced when levels become 80% finished.
- C.6.3.2.1.8 Floors:** Unless otherwise indicated, the quality standard for this item is the same as that described in "Floor Care and Service" of this contract under **Section [C.6.2]**.
- C.6.3.2.1.9 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.6.3.2.2 Holding Cell(s) Services**  
The Contractor shall clean Holding Cells in accordance with the above standards daily unless otherwise specified.
- C.6.3.2.3 Locker Room Services**  
The Contractor shall wipe down and disinfect all personnel duty lockers inside and out of each locker room daily or as frequently as required to maintain standards set herein.

This includes all vertical and horizontal surface areas including the tops of lockers, underneath and baseboards.

## **C.6.4 Standard Room Cleaning Services**

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

### **C.6.4.1 Service Area Standards**

#### **C.6.4.1.1 Entrances and Lobbies:**

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

#### **C.6.4.1.2 Corridors and Areaways:**

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

#### **C.6.4.1.3 Shelter/Dorm Room Areas:**

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

#### **C.6.4.1.4 Elevators:**

The Contractor shall clean all vertical and horizontal surfaces. All surfaces shall be clean and free of obvious dirt, dust, smudges, soil substances or other foreign matter. Metal surfaces shall be free of obvious smears, smudges, or soil substances. Elevator door tracks shall be clean and maintained free of soil or foreign substances. Surfaces shall be clean and free of finger marks, smudges, and spills. Floors requiring a finish shall be maintained at a high luster and in accordance with the floor care standards set in



**Section [C.6.2].** All elevators shall be serviced daily and as frequently as required to maintain all standards set herein.

**C.6.4.1.5 Exposed Surfaces, Treads, Risers and Landings:**

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

**C.6.4.1.6 Guard Booth/Desk or Counters:**

Services provided shall be consistent with “Room Cleaning” specifications of this contract. Guard booths shall be serviced three times daily or as frequently as required to maintain standards set herein.

**C.6.4.1.7 Interior Loading Areas/Platforms/Ramps:**

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

**C.6.4.1.8 Vending Areas, Breakrooms, Kitchen, Pantry and Lunch Areas:**

The Contractor shall perform **exterior only** refrigerator cleaning standard planned services three (3) times daily or as frequently as required to maintain standards set herein. All areas that are included in the vending space and seating areas shall be clean, sanitized, and free of spillages, food crumbs, spots, smudges, marks, soil, and show no signs of obvious trash and debris. Due to daily, heavy tenant and personnel usage, additional cleaning and policing shall be provided to ensure these areas and furniture therein is clean and sanitary. Counters, exterior of vending machines and all appliances shall be maintained clean and free of spillages, spots, smudges, or marks. The finished floor area shall be free of dirt, spots, spillages, and soil and shall be maintained in accordance with the “Floor Services” portion of this contract. The exterior and interior of all microwave appliances shall be wiped down and cleaned at a minimum of three (3) times daily; all appliances interior surfaces shall be cleaned three times daily or as frequently as required to maintain standards set herein. Vending areas break rooms, kitchen, pantry, and lunch areas shall be serviced a minimum of three times daily or as frequently as required to maintain standards set herein. All furniture (i.e. chairs, tables, sofas, etc.) shall be wiped down with the appropriate cleaning solution for the subject furniture material and shall be kept clean, sanitary, and free of dirt, smudges, spots food etc. **[EXAMPLE: The expected service level for the Program Staff conference room located on the 2<sup>nd</sup> (REAR) floor – The conference room furniture should be cleaned and polished daily with the appropriate products for the subject furnishings].** The Contractor shall report any damaged furniture to the COTR, and or his/her designee for repair at the cost of the District.

**C.6.5 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/housekeeping practices; ensuring but not limited to the following:

- i. Room furnishings and walls shall be free of obvious dirt and dust, cobwebs, and stains. The Contractor shall report any damaged furniture to the COTR, and or his/her designee for repair at the cost of the District;
- ii. Floor surfaces shall be maintained, clean, and free of dirt, soil substances and debris; walls and baseboards shall always be free of water splashes, scuff marks and markings of any sort;
- iii. All surfaces shall present a uniform luster, free of spots, scuffmarks, and spillages; and
- iv. Horizontal spaces, working papers shall not be disturbed.
- v. The Contractor shall remove all lint from laundry room dryers and the exterior dryer vent connections daily.

**C.6.5.1 Surfaces**

The Contractor shall ensure building surfaces are maintained as follows:

- C.6.5.1.1 Horizontal Surfaces:** All surfaces shall be free of dust, dirt, oil spots, or smudges. Cabinets and desks with papers, computers, and keyboards shall not be disturbed.
- C.6.5.1.2 Metal, Brass and Woodwork:** Surfaces (including corners, crevices, moldings, ledges, handrails, grills, doors, doorknobs, doorframes, kick plates, etc.) shall be free of dust, streaks, spots, hand marks, oil, smudges, dirt, soil substances, encrustation, and streaks and shall present a uniform polished appearance.
- C.6.5.1.3 Marble Wainscoting:** Surfaces shall be maintained clean and free of smudges, dirt, dust, and removable soil substances. Surfaces shall present a uniform luster. Marble surfaces shall be cleaned with a dampened dust cloth. **NOTE: THE CONTRACTOR SHALL NOT USE CLEANING SOLUTIONS ON MARBLE SURFACES.** Marble Wainscoting shall be done once weekly and or as frequently as required to maintain the standards set herein.
- C.6.5.1.4 Glass Cleaning:** All glass, clear partitions, mirror surfaces, bookcases, and other glass (within approximately 70' of the floor) shall be clean and free of dirt, dust, streaks, smudges, watermarks, spots and grime, and shall not be cloudy. There shall be no water spots on the glass or adjacent fixtures and furniture. Glass cleaning shall be done every third business day apart from restroom mirrors. Restroom mirror service shall be completed three (3) times daily or as frequently as required to maintain standards set herein.
- C.6.5.1.5 Drinking Fountains:** All fountains shall be free of dirt, watermarks, and all other debris or encrustations. Drinking fountains shall be sanitized and present a lustrous appearance. Drinking fountain service shall be provided three (3) times daily or as frequently as required to maintain standards set herein.

- C.6.5.1.6 General Fixtures:** Fixtures and surfaces shall be clean with no dust, spots, soil substances, discoloration, mold, build-up, or excess moisture.
- C.6.5.1.7 Walls:** Clean Spots and/or Marks: Wall surfaces shall be free of smudges, marks, dirt, and spots. Cleaning should not cause discoloration.
- C.6.5.1.8 High Dusting/Cleaning:** High dusting/cleaning is any interior room cleaning of seventy inches (70") and above. High dusting services shall be completed weekly or more frequently as needed to maintain standards set herein. Surfaces shall be free from all dust, lint, litter, and soil (beyond 70"). Walls shall be free from dirt, smudges, and markings. Ceiling shall be free from cobwebs, loose dirt, and other such matter.
- C.6.6 Trash, Wastebaskets, and Recycling:**
- C.6.6.1 Trash:**  
All trash and recycling throughout the entire building, including but not limited to restrooms, office spaces, conference areas, clinic, kitchen, and cafeteria shall be collected and removed throughout the day. Trash and recycle containers shall be emptied and kept clean, odor-free, and free of dirt, dust, debris, residue, and spilled materials. Plastic liners for all trash container, debris containers, and recycling bins shall not be torn, worn, or contain residue.
- C.6.6.2 Recycling:**  
The Contractor shall provide all labor, equipment, and means to collect and transport recyclable materials from recycling bins and containers located throughout the building to storage and loading areas. Recycling containers shall be emptied and kept clean, odor-free, and free of dirt, dust, debris, residue, and spilled materials. Plastic liners for all trash, debris containers, and recycling bins shall not be torn, worn, or contain residue. Cardboard side of desk recycling boxes shall be provided by the Contractors to each individual within the facility. Multiport Trash and Recycling communal area bins shall be provided by the Contractors to each communal area (i.e. break room, lunchroom, and etc.) within the facility.
- C.6.6.3 Hazardous Materials:**  
The Contractor shall notify the COTR, BM, and/or BMS 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).
- C.6.6.3.1** The Contractor shall set aside all broken furniture, wooden pallets and similar large objects for bulk trash collection pick-up and notify the COTR and or his/her designee immediately.
- C.6.6.3.2** The Contractor's Janitorial Staff and Supervisors shall maintain a logbook and record all bulk-trash removal request. The logbook shall record at a minimum the following information: Date, Reporting Staff, type of hazardous material, approximate amount of

bulk trash, date COTR notification was given, signature for the reporting staff and signature for the COTR.

**C.6.6.4 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.

**C.6.6.5 Collection and Disposal:**

The Contractor shall provide clearly labeled “Recycling Only” Utility Collection Carts to collect and transport recyclable materials within the Facility. The Contractor shall never store or transport recyclables and trash together (even if bagged separately) in the same Utility Collection Cart, unless is a compartmentalized cart to avoid or give the appearance of contamination.

**C.6.6.5.1** The Contractor shall collect recyclables daily 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 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.

**C.6.6.5.2** Contractor shall provide descriptive labels (Spanish and English) on all containers used to transport trash or recyclables to the loading dock or designated hauling pick-up point within each building.

**C.6.6.5.3** Contractor shall, at a minimum collect, for recycling purposes the following materials (mixed office paper, including newspapers and inserts, soft cover publications, catalogs, unwanted mail, magazines, all other paper, any color any size), paperboard, corrugated boxes, food and beverage containers made of glass, plastic, tin and aluminum, toner cartridges, or other recyclable materials as deemed appropriate by the District).

**C.6.6.5.4** Contractor shall pull corrugated containers from the trash stream and place them in designated recycling containers. The Contractor shall, if necessary, bundle or bind the corrugated containers to facilitate transport by the recycling hauler. Note: corrugated cardboard shall never be placed in trash dumpsters or compactors for disposal.

**C.6.6.5.5** The Contractor shall set aside all broken furniture, wooden pallets and similar large objects for bulk collection pick up.

**C.6.6.5.6** The Contractor shall weigh each week all recycling materials using scales (1) at facilities with existing scales, (2) for facilities without scales, the Contractor shall complete and submit the Weekly Recyclable and Trash Weight forms to the COTR. The forms shall include, at a minimum; location, date, size of container, container contents, weight of

container (if applicable), quantity of full containers and partially filled containers to the nearest quarter. All forms shall be approved by the COTR.

**C.6.7 Window, Glass and Window Treatment Surface Cleaning**

**C.6.7.1 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.

**C.6.7.2 Window Washing-Interior:**

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

**C.6.7.3 Window Blinds and Coverings (Not including Drapes, Curtains, and Unique Coverings):**

Windows and Blinds services shall be completed on a semi-annual basis (twice per year).

**C.6.7.3.1 Daily 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.

**C.6.7.3.2 Semi-Annual Washing:** Both sides of blinds and coverings shall be washed. At a minimum, thorough window and blind covering services shall be completed on a semi-annual basis (twice a year). Thorough cleaning services shall include removing, washing, and reinstalling blinds.

**C.6.7.3.2.1** Non-operational blinds and coverings shall be reported to the COTR, and or his/her designee for repair at the cost of the District

**C.6.8 Specialized Cleaning Requirements**

In addition to the daily janitorial services described in **Section [C.6]** thru **[C.6.7]**, the Contractor shall provide specialized cleaning requirements as described below.

**C.6.8.1 Exterior Cleaning**

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

**C.6.8.2 General Appearance and Policing**

**C.6.8.2.1** 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.6.8.2.2** 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.6.8.2.3** The Contractor shall provide exterior cleaning services twice daily, once in the morning and a second time in the late afternoon.

**C.6.8.3 Policing Outside Areas**

The Contractor shall ensure, at a minimum, the following exterior cleaning services are provided: (**twice daily**)

1. **Policing:** All areas including lawn, grounds, planted areas, sidewalks, hard surfaces, parking areas, garages, docks, trash/recycling bins, platforms, driveways, ramps, lanes, etc.) shall be clean of gum, litter, debris, paper, trash, and other discarded material;
2. **Unimproved Grounds:** All areas shall be cleared of trash, debris, and other discarded material each time the native grasses, weeds, etc. are cut.
3. **Fence Lines:** Fence lines shall be cleared of trash, debris, and other discarded material;
4. **Exterior Trash Dumpsters, Compactors, and Recycle Bins:** The Contractor shall maintain the areas around the exterior bins free of trash, debris, and clutter.
5. **Power/Pressure-washing:** The Contractor shall pressure/power wash the exterior hard-surface areas surrounding the building as frequently as required to maintain all standards set herein

**C.6.8.4 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.6.8.5 Exterior Window Washing**

**C.6.8.5.1** The Contractor shall perform exterior window washing standard planned services on a semi-annual basis. The Contractor shall clean both sides of the glass to ensure the glass is clean and free of dirt, grime, streaks, and moisture, and shall not be cloudy. The Contractor shall wipe and clean window sashes, sills, woodwork, and other areas surrounding the glass so that the area is free of drippings and other watermarks.

Cleaning frequencies that are additional to standard planned services shall be completed on a supplemental reimbursement basis to the Contractor.

**C.6.8.5.2** The Contractor shall ensure window washing work is performed consistent with safety requirements promulgated by the OSHA including adequate fall protection for window washers.

**C.6.8.6 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.6.8.7 Exterior Hard Surface Areas**

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

**C.6.8.7.1** The Contractor shall provide, for the purpose of removal of trash, debris, and spill residue exterior hard surface area services cleaning twice daily, once in the morning and a second time in the afternoon.

**C.6.8.7.2** The Contractor shall provide, for the purpose of removal of gum, hard debris, oil and grease, exterior hard surface services shall be performed every other week.

**C.6.8.8 Exterior Ash Receptacles and Trash Containers**

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

**C.6.8.9 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.6.8.10 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. **NOTE:**

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

**C.6.8.11 Parking Structures, Parking Lot(s), Garages, and Exterior Loading Dock Areas**

**C.6.8.11.1** 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.6.8.11.2** 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.6.8.11.3** 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.

**C.6.8.11.4** The Contractor shall police parking Structures, parking lots, garages, and exterior loading docks services are required once a day, each day and should be provided toward the later part of the workday.

**C.6.8.12 Pest and Rodent Removal**

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.6.8.12.1** 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.6.8.12.2** Outdoor populations of potentially indoor-infesting species that are within the property boundaries.

**C.6.8.12.3** Nests of stinging insects within the property boundaries.

**C.6.8.12.4** All excluded pest populations that are incidental invaders inside the building, including winged termite swarmer's emerging indoors.



- C.6.8.12.5** The Contractor shall notify the COTR/CA if it notices any pests. All pest management and or trapping devices used to achieve pest and rodent control inside and outside the facility are monitored by a third-party Pest Control Contractor; however, the Janitorial Contractor is responsible for notifying the COTR/CA and or his/her designee immediately after discovery of any pest.
- C.6.8.12.6** All trapping devices used to achieve rodent control inside occupied buildings are monitored. The Contractor is responsible for notifying the building manager and COTR/CA in writing or verbally within two (2) hours of locating any trapped rodents in authorized trapping devices.
- C.6.8.12.6.1** The Contractor's Janitorial Staff and Supervisors shall maintain a logbook and record all pest sightings daily. The logbook shall record at a minimum the following information: Date, Reporting Staff, location (floor, room), and pest type, date COTR/CA notification was given, signature for the reporting staff and signature for the COTR/CA.

## **C.7 SUPPLEMENTAL SERVICES**

- C.7.1** The Contractor shall provide interior and exterior supplemental cleaning 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.6]** thru **[C.6.8]**.
- C.7.2** The determination of whether such services qualify as supplemental depends upon when and why the service is performed.
- C.7.3** The Contractor shall provide all supplemental services when requested and approved in writing by the CO.
- C.7.4** The Contractor shall, upon the CO or COTR/CA 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/CA.
- C.7.5** The Contractor shall submit invoices for supplemental services separate from the monthly fixed invoices for standard services.
- C.7.6** **Cost Reimbursement Ceiling for Supplemental Services**
- (a) Cost reimbursement ceiling Supplemental Services are set forth in **Section [B.4.2.1]**.
  - (b) The costs for performing Supplemental Services this contract shall not exceed the cost reimbursement ceiling specified in **Section [B.4.2.1]**.
  - (c) 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.

- (d) 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.
- (e) As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of performing this contract.
- (f) The District is not obligated to reimburse the Contractor for costs incurred in excess of the cost reimbursement ceiling specified in **Section [B.4.2.1]**, and the Contractor is not obligated to continue performance under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the cost reimbursement ceiling specified in **Section [B.4.2.1]** until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised cost reimbursement ceiling for performing this contract.
- (g) 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.
- (h) If any cost reimbursement ceiling specified in **Section [B.4.2.1]** is increased, any costs the Contractor incurs before the increase that are in excess of the previous cost reimbursement ceiling shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- (i) A change order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in **Section [B.4.2.1]**, unless the change order specifically increases the cost reimbursement ceiling in **Section [B.4.2.1]**.
- (j) 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.7.7 Approvals

After approval by the District, the Contractor may perform Supplemental Services. Any cost of \$501.00 or more will require the CO's approval through a written directive via Task Order and or email. 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.7.7.1 The Contractor shall provide the COTR/CA of the facility notification at least 30 days in advance of the following activities:

**This is not in accordance with our cleaning schedules for these areas. These areas will be cleaned after the COTR/CA and contractor meet to determine appropriate cleaning schedule.**

- (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) Power washing of the cell block and sally port areas.
- (i) Electrostatic disinfection spraying/misting/fogging

**C.8 GREEN CLEANING**

**C.8.1** 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.8.1.1** 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.

**C.8.1.2** The Contractor’s shall submit to the COTR/CA 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.8.1.3** 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.9 JANITORIAL SERVICES ADMINISTRATIVE SUPPORTING REQUIREMENTS**

**C.9.1 Staff and Supervision**

**C.9.1.1 Staffing and Work Schedules**

The contractor shall have 24/7/365 access to the facilities and is able to perform some janitorial duties during the evenings and overnight. The hours are determined by the operational needs of the agency. For example, residential areas cleaned until the youth are active for the day. However, staff parking lots and public spaces are available for janitorial services earlier.

Public Space..... Service Delivery anytime  
 Housing Units..... 8:30 AM – 2:00 PM  
*Some floor care may be accomplished after 9:00 PM*  
 Culinary Unit..... Floors only one (1) night a week after 5:00 PM

Medical Unit.....	Daily after 8:00 PM (trash 12:00 PM or spills as needed)
Barber Shop.....	Daily barber is not in operation
Gymnasium/Auditorium .....	Once (1) a day after 7:00 PM
Lobby Area.....	main cleaning after 9:00 PM (police area throughout the day)
Floorcare... ..	10:00 PM – 6:00 AM
Intake.....	Daily before 2:00 PM
Control Room.....	Before 2:00 PM after 6:00 PM
Superintendent Suit/Administration.....	After 5:00 PM
Education Wing.....	After 4:00 PM
Auto Shop.....	Wednesday, Friday, Sunday, or as needed After 4:00 PM
Security Booth.....	Daily before 2:00 PM
Maintenance.....	Daily before 2:00 PM

**C.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 within ten (10) business days of Contract award and within ten (10) business days following any changes. The Contractor shall provide the COTR/CA with an emergency contact telephone number(s) and emergency contact email address.

**C.9.1.3 Strike Contingency Plan**

The Contractor shall develop and submit a Strike Contingency Plan (SCP) within ten (10)-days post Contract award. 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.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.9.1.5 Staff Training**

**C.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.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.9.1.6 Employees Contact Information**

The Contractor shall provide the names of the Contractor’s employees as well as subcontractors and their employees who will fulfill the requirements of this contract to

the COTR/CA. The Contractor shall provide a list of contacts for each job site (names, titles & phone numbers) to the COTR/CA.

**C.9.1.7 Daily Sign-In and Sign-Out**

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

**C.9.2 Key Personnel**

The District considers the following positions to be key personnel for this contract:

1. **Operations Manager (OM)**: The Contractor shall designate a qualified Operations Manager to coordinate and manage all janitorial services, staffing requirements, contract compliance and service level agreement standards for the facility through the term of the Contract. The designated OM shall be an employee of the Contractor and act on behalf of the Contractor as the main Point of Contract (POC) during the term of the contract and maintain the overall responsibility for the successful service and operations. The OM shall be available during and after hours via mobile phone. The Contractor shall ensure the OM meets the following minimum qualifications:
  - i. Possess the skills specific to the Facility;
  - ii. Possess knowledge and training standards in accordance with the Standard Guide for Stewardship for the Cleaning of Commercial and Institutional Buildings (ASTM E1971-19). The OM shall be responsible for maintaining the training and adherence of the ASTM E1971-19 standards of all on-site staff include Site Supervisors/Crew Leaders;
  - iii. Possess experience in directing operation and maintenance of a commercial building for custodial services, supervisory control systems and other characteristics of custodial services to be performed and maintained under this contract;
  - iv. Demonstrate capacity to manage operations and supervise on-site staff while providing effective, efficient, and timely communication with the COTR/CA, CO, and government facility on-site staff as necessary to maintain continuous operation standards. This person shall also possess extensive experience in dealing with emergencies, including the knowledge and skill necessary to react and deliver under the pressure of emergency conditions and dispatch and guide its staff effectively; and
  - v. Possess at least three (3) years of recent Operation's Management experience (within the past five [5] years) in directing, operating, maintaining, and providing custodial services, managing supervisory control systems and other characteristics of custodial services for a building of relevant size, type, complexity and scope within this solicitation.
2. **Site Supervisor(s)/Crew Leader(s)** (SS/CL): The Contractor's Site Supervisor(s)/Crew Leaders(s) shall serve as the primary on-site point of contact

(POCs) and shall be responsible for managing and maintaining the daily janitorial service responsibilities and standards. This person(s) shall serve as an on-site point of contact to assure the dispatching of crew members and equipment as necessary and in accordance with the scheduling standards. The Contractor shall ensure the all SS/CL meet the following minimum qualifications:

- i. Have a minimum of two (2) years of experience (within the past five [5] years) on-site supervision of janitorial/custodial shifts and crews;
- ii. Possess knowledge and training standards in accordance with the Standard Guide for Stewardship for the Cleaning of Commercial and Institutional Buildings (ASTM E1971-19); and
- iii. Demonstrate capacity to deliver and provide on-going supervision at the facility during normal occupant working hours. This person shall also possess extensive experience in dealing with emergencies, including the knowledge and skill necessary to react and deliver under the pressure of emergency conditions.

3. **Floor Care Specialist(s)**: shall supplement the team to provide continuous specific floor type services including stripping, waxing, and buffing services. The Offeror shall demonstrate its FCS(s) ability and past performance as it related to addressing the following expert requirements:

- i. Proven experience providing floor care services under the below conditions and demonstrated knowledge of industry standards, current technology, methods, and trends for efficient floor maintenance services:
  - a. High-traffic areas which add extra challenges to the cleaning process. High-traffic areas could include one or more of the following: stairways, lobbies, throughways, entrances and exits, primary and secondary hallways, and restrooms, cafeterias, elevators, manufacturing areas, or excessively busy and soiled areas;
  - b. Implementation of techniques to prevent soil from entering the facility;
  - c. Staffing and schedule appropriately to keep high-traffic areas in undamaged shape, and to maintain acceptable levels of quality, health, safety, and appearance;
  - d. Prevent slips and falls; and
  - e. Utilization and implementing of the most current industry standards related to specific floor type care.
- ii. At least one (1) year experience as a floor care specialist providing services of equivalent size, scope, and complexity.

4. **Janitors Crew Staff & Staffing Plans**: The Contractor shall maintain a sufficient number of janitorial staff/crew members to adequately provide the required services as prescribed in the SOW. The Contractor shall ensure its staff at a minimum can:

- i. Perform the required services in a skillful and workmanlike manner;

- ii. Maintain a familiarity with federal and District laws and regulations and the acceptable industry standards;
- iii. Possess and maintain skill set to provide comprehensive, continuous, quality cleaning services; and
- iv. Possess current certification in training and safety including the proper use of equipment and adherence to all safety rules and regulations and shall not create any hazardous or unsafe conditions while performing work under the contract.

### C.9.3 Security Requirements

The Contract shall comply with the following Security Screening protocol for every employee it proposes to work under this Contract and within the DYRS facility. Such screening and or background clearances shall be providing the to COTR, in the original format provided by the background and clearance Agency, initially within ten (10) days post award, annually thereafter and five (5) days prior to a new employees proposed start date.

- (a) The Contractor shall comply with all security requirements and procedures of the facility.
- (b) The Contractor shall conduct annual employment and 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) in conjunction with **Section [H.8] and [H.10]**.
- (c) The Contractor shall provide the results of the background checks for each employee proposed to deliver services under this contract on an annual basis. Background checks for subsequent staff intended to perform services under this contract shall be provided to the COTR/CA. 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/CA, 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 registers 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, as required by Metropolitan Police Department (MPD) screening Division (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.9.4 Equipment and Supplies**

### **C.9.4.1 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/CA within ten (10) days post award.

### **C.9.4.2 Environmentally Preferable Product Goals**

**C.9.4.2.1** The Contractor shall provide Material Safety Data Sheet (MSDS) all products used within ten (10) business days post Contract award. 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/CA.



**C.9.4.2.2** The Contractor shall utilize environmentally preferable and effective janitorial products that comply with the District’s sustainable purchasing laws and policies, which require that the District purchase environmental preferable products and services (EPPS) to the maximum extent possible. ([Mayoral Order 2009-60, D.C. Official Code Section 2-361.01, OCP Policy 7000.00](#))

**C.9.4.2.3** 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 lifecycle of the product from raw material acquisition, production, manufacturing, and packaging through distribution, re-use, operation, maintenance, and disposal.

**C.9.4.3 Environmentally Preferable Janitorial Products**

1. Cleaning, disinfecting, and sanitizing products shall include a Material Safety Data Sheet (MSDS) and product label with a list of ingredients and instructions for proper handling.
2. The product manufacturer or contractor shall offer training on the proper use of cleaning, disinfecting, and sanitizing disinfecting products upon request.
3. Cleaning, disinfecting, and sanitizing products shall be ordered in concentrated form, wherever practical. Concentrated cleaning products shall be packaged and designed to be used in a closed dilution control system that limits worker exposure to chemical concentrates while facilitating the proper dilution of chemical concentrates.

**4. Category A Cleaning Products Environmental Requirements**

- a. The following cleaning products are classified as Category A and are subject to the requirements of this clause:
  - (i) General purpose (all purpose) cleaners and degreasers
  - (ii) Bathroom cleaners (including but not limited to hard surface cleaners, toilet bowl cleaners, urinal cleaners, and deodorizers)
  - (iii) Glass, mirror, and window cleaners
  - (iv) Carpet, rug, and upholstery cleaners (including products used for routine cleaning and spot cleaning)
  - (v) Floor cleaners, strippers, sealers, and finishes
  - (vi) Hand soaps, hand cleaners, and hand sanitizers
- b. Category A cleaning and disinfecting products shall be certified to at least ONE (1) of the following standards:
  - (i) Green Seal
  - (ii) EcoLogo

- (iii) EPA Design for the Environment (DfE) (also referred to as EPA Safer Choice)

**5. Category B Disinfecting and Sanitizing Product Requirements**

- a. Disinfectants, including antimicrobial mold and mildew cleaners, and sanitizers shall be EPA-registered:

[https://www.epa.gov/sites/production/files/2020-03/documents/sars-cov-2-list\\_03-03-2020.pdf](https://www.epa.gov/sites/production/files/2020-03/documents/sars-cov-2-list_03-03-2020.pdf)

<https://www.americanchemistry.com/Novel-Coronavirus-Fighting-Products-List.pdf>

<https://www.cdc.gov/coronavirus/2019-ncov/community/home/cleaning-disinfection.html>

- b. Contractors shall prioritize use of disinfectants and non-food contact surface sanitizers that only contain the following active ingredients:
  - (i) Hydrogen peroxide or accelerated hydrogen peroxide
  - (ii) Citric acid
  - (iii) Lactic acid
  - (iv) Caprylic acid
  - (v) Silver

**6. Category C Specialty Cleaning Product Environmental Requirements**

- a. The following cleaning products are classified as Category B:
  - (i) Metal polish (including but not limited to chrome and brass cleaner)
  - (ii) Furniture polish
  - (iii) Graffiti remover
  - (iv) Gum remover
  - (v) Lime and scale remover
- b. Category C cleaning products shall either be:
  - (i) Green Seal certified
  - (ii) Ecologo certified
  - (iii) EPA Design for Environment (DfE) (also referred to as EPA Safer Choice); or
  - (iv) Not contain volatile organic compounds (VOCs) in concentrations that exceed the levels required by the California Air Resources Board's (CARB) Regulation for Reducing Emissions from Consumer Products for the specific product category according to the most current version of the CARB regulations in effect at the time of purchase.

**7. Category D Miscellaneous Janitorial Products**

- a. Miscellaneous janitorial products utilized by the Contractor to fulfill this contract shall meet the following environmental criteria:
  - (i) Microfiber mops, cloths, and sponges shall be purchased instead of cotton.
  - (ii) Brooms should not be used except for large debris. If a broom is used, it should be put in a bucket with disinfectant each day.
  - (iii) Protective gloves shall not contain PVC or vinyl.
  - (iv) Paper towels shall contain at least 40% postconsumer recycled content (PCRC).
  - (v) Toilet paper shall contain at least 20% PCRC.
  - (vi) Trash bin and recycling bin liners shall contain at least 10% PCRC or have a thickness of less than 0.7 ml.
  - (vii) Recycling bin liners shall be clear, white, or natural in color.
  - (viii) Composting bin liners shall be Biodegradable Products Institute (BPI) certified to meet the ASTM D6400 standard for commercial compostability of plastics.
  - (ix) All architectural paints, coatings, stains, and sealers used during the course of this contract shall be Green Seal certified.
  - (x) Paints, coatings, stains, and sealers, and their packaging shall not be fabricated with lead.

**C.9.4.4 Janitorial Product Environmental Health and Safety Requirements**

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

**C.9.4.5 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.

**C.9.4.5.1** The Contractor shall use products with a pH between 7.2 and 7.8, which are acceptable alkaline levels.

**C.9.4.6 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.

**C.9.4.7 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.

**C.9.4.8 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.

**C.9.4.9 Zero Waste Packaging – Reduce or Recycle**

**C.9.4.9.1** If possible, the Contractor shall use products that are in reusable or refillable containers. If and only if reusable or refillable containers are not an option (not available or pose a credible risk to health and safety), the Contractor shall use products in containers that are recyclable initially within ten (10) days post award, annually thereafter and five (5) days prior to a new employees proposed start date and are made with recycled content.

**C.9.4.9.2** No products shall be delivered in aerosol cans.

**C.9.4.9.3** All products must be available in non-aerosol containers such as ready-to-use pump action sprays, air-charged refillable containers, or spray bottles.

**C.9.4.10 Product Safety**

- C.9.4.3.10.1** The Contractor shall be responsible for:
- a. Any damage to personnel, buildings, furniture, or equipment directly traceable to their use or transportation of prohibited or non-compliant 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.

**C.9.4.10.2** The Contractor shall maintain a Material Safety Data Sheet (MSDS), product label with a list of ingredients, and instructions for proper handling for all cleaning, disinfecting, and sanitizing products. Material Safety Data Sheets shall be kept in good condition in a secure location that is easily accessible for all staff employed under this contract.

**C.9.4.11 Prohibited Products**

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 (CFCs)	

**C.9.4.12 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/CA, 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/CA.

**C.9.5 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/CA on a monthly basis and as back up supporting documentation to all monthly invoices; and
- (f) Notify the COTR/CA immediately if a service call cannot be resolved.
- (g) The Contractor shall remain on the job until each emergency situation is corrected.

**C.9.6 Quality Control Plan (QCP)**

**C.9.6.1**

The Contractor shall establish and implement a complete Quality Control Plan (QCP) to ensure the required services are provided effectively and successfully. The Contractor's QCP shall be a system for identifying and correcting deficiencies in the quality of service delivery before the level of performance becomes unacceptable and identify areas to improve service delivery. The QCP shall be prepared by the Contractor and provided to the COTR for review and approval within ten (10) days post Contract award. The Contractor shall not start work until the QCP is accepted and the proper security clearances obtained. Refer to **Section [C.9.3]** and **Section [H.8]** and **[H.10]** of the solicitation, regarding proper security clearance requirements.

**C.9.6.2**

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.9.7 Communication Plan**

**C.9.7.1** The Contractor shall keep the COTR/CA informed of current status of the work being performed, provide work schedules and provide other pertinent information needed by the COTR within ten (10) business days post Contract award.

**C.9.7.2** The Contractor shall prepare and provide to the CO, COTR/CA, 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:

- (a) Two-way devices (Blackberry, I-Phone and etc.) by all Contractors supervisory staff;
- (b) Standard procedures for submission of requested documents in electronic (PDF and/or Word Files) and printed format;
- (c) Provide key operational personnel (managers or supervisors) with portable electronic means to communicate with the District for service calls, emergencies, status of projects, etc.;
- (d) 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.9.8 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 submitted to the COTR within ten (10) business days post Contract award and made available to the COTR/CA upon request.

**C.9.9 Pandemic Plan**

The District is required by the National Strategy for Pandemic Influenza, Coronavirus and or similar biological disease Preparedness and has prepared a plan to safeguard its employees and provides for continued operations in the event of an epidemic and or pandemic outbreak such as SARS-CoV-2 or any other virus/disease related pandemic. The Contractor shall prepare a plan that outlines the steps that they shall take to prevent and reduce the spread and mitigate the potential effect of an influenza pandemic on custodial operations. The pandemic plan shall be submitted to the COTR within ten (10) days post Contract award. 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.9.10 Meetings**

**C.9.10.1 Monthly**

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

**C.9.10.2 Quality Control Meetings**

The Contractor shall attend quarterly meetings held between the Contractor and the COTR/CA 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/CA.

**C.9.10.3 Partnering Meeting**

**C.9.10.3.1**

Partnering is working together towards a common interest or goal. The Contractor shall attend at least one partnering session with the CO, COTR/CA, and DYRS Facilities staff 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.

**C.9.10.3.2**

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

**C.9.11 Standards of Conduct**

**C.9.11.1.**

The Contractor shall develop and maintain satisfactory standards of personnel and employee competence, conduct, appearance, and integrity, and shall take necessary disciplinary action with respect to staff, and all personnel providing work under this Contract, as may be necessary. The Contractor shall ensure that the Contractor's staff do not disturb operations, remove papers on desks, open desk drawers, or cabinets, or use District supplies, computers, telephones, and/or office equipment except as authorized.

**C.9.11.2 Non-Fraternization Policy. Non-Fraternization Policy.** In accordance with the Government of the District of Columbia, Department of Youth Rehabilitation Services, Policy and Procedures Manual DYRS Policy No. 006, titled “Prevention of and Response to Sexual Misconduct” incorporated hereto as *Attachment J.15*, and DYRS Policy No. 013 “Youth Grievance Policy” incorporated hereto as *Attachment J.16*, the District and DYRS have an established zero-tolerance approach to sexual misconduct against youth in DYRS custody or retaliation of a report of sexual misconduct. Accordingly, the Contractor and its staff are held to the same District of Columbia and Federal laws and regulations including, but not limited to, DYRS Establishment Act, D.C. Official Code §§ 2-1515.03-1515.06, the District of Columbia Personnel Manual (DPM), Chapters 16 and 18, the Prison Rape Elimination Act of 2003 (PREA), 42 U.S.C. 15601 *et seq.*, and the Department of Justice regulations implementing the PREA standards, 28 C.F.R. Part 115. *The policies and procedures herein shall apply to every DYRS staff member and every person who enters a DYRS Facility; New Beginnings Center (“NB”) or New Beginnings Youth Development Center (New Beginnings) including contractors and volunteers.*



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

- D.1** The packaging and marking requirements for the resultant Contract shall be governed by **Article No. 2**, Shipping Instructions-Consignment, of the Government of the District of Columbia's Department of General Services Standard Contract Provisions (“SCP”) for Supplies and Services Contracts, January 2016 *Attachment J.1*.

**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 (“SCP”) for Supplies and Services Contracts, January 2016 **Attachment J.1**.

**SECTION F  
PERIOD OF PERFORMANCE AND DELIVERABLES**

**F.1 BASE TERM OF CONTRACT**

The term of the contract shall be for a Base Year (BY) with an anticipated date of award beginning 1-January-2021, for an anticipated period of nine (9) months through 30-September-2021.

**F.1.2 Letter Contract (*where applicable*):** It is understood and agreed that certain activities described herein were performed while a letter contract (“Letter Contract”) was in place, and the terms of the Letter Contract shall merge into and be superseded by this Contract upon execution of this by the CO.

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

**F.2.1** The District may extend the term of this Contract for a period of four (4), one (1)-year option periods (each an “Option Period”), or successive fractions thereof, by written notice to the Contractor before the expiration of the Contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the Contract expires. The preliminary notice does not commit the District to an extension. The exercise of any Option Period is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the Contract.

**F.2.1.1 Option Year Periods of Performance:** 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.4.1]** of the Contract and **Attachment J.11**. Each subsequent Option Period shall begin on 1-October and end 30-September of each Fiscal Year Period as illustrated below.

<u>Option Period</u>	<u>Period of Performance</u>
OY1	1-Oct-2021 thru 30-Sep-2022
OY2	1-Oct-2022 thru 30-Sep-2023
OY3	1-Oct-2023 thru 30-Sep-2024
OY4	1-Oct-2024 thru 30-Sep-2025

**F.2.2** If the District exercises this option, the extended contract shall be considered to include this option provision.

**F.2.3** The firm-fixed, fully loaded monthly services rate identified in **Section [B.4.1]**, **CLIN 0001**, firm-fixed, fully loaded per session rates and firm-fixed, fully-loaded direct labor hour rates identified in **Section [B.4.1]**, **CLIN 0002 thru CLIN 0013** for the Base Period and each subsequent Option Period, shall be as specified in **Section [B.4.1]** of the Contract and are firm throughout the life of the contract term.

**F.2.3.1** All 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 (*all consumable supplies include paper, hand-soaps and cleaning products*), materials, repairs, tools, vehicles, transportation, lifts, travel to and from work sites, per diem, subcontractor costs, home office overhead, profit and all else necessary to perform the work described hereunder including the applicable year-over-year changes in wages attributed to market variables of the US Department of Labor Wage Determination and the D.C. Living Wage increases (collectively, changes to the governed labor laws and wages).

**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 continuation of services through the exercise of an option period 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 unless changed by way of a Contract Modification issued by the Contracting Officer.

**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**

The Contractor shall perform the activities required to successfully complete the District’s requirements and submit each deliverable to the COTR identified in **Section [G.9.2]** in accordance with the following:

CLIN	Deliverable	Format/ Method of Delivery	Due Date
<b>C.5.1.6</b>	Operations Plan	Submit in writing	(10) Days Post Contract Award
<b>C.5.6</b> <b>C.9.1.2</b>	Staffing and Shift Requirements	Submitted in writing	(10) Days Post Contract Award
<b>C.6.8.12.6</b>	Trapped Rodent Notification	Submit in writing or by verbal phone call	Within (2) hours of discovery
<b>C.9.1.3</b>	Strike Contingency Plan	Submitted in writing	(10) Days Post Contract Award
<b>C.9.4.2.1</b>	Material Safety Data Sheet (MSDS) for all proposed cleaning solvents and cleaning agents	Plaque/Postings within the facility as per the Federal and Local guidelines	(10) Business-Days Post Contract Award
<b>C.9.3(c), (d)</b> <b>H.8</b> <b>H.10</b>	Employee Security Background and Criminal Record Screening	Submitted by email in ordering format provided by clearance/background Agency	Initially within ten (10) days post award, annually thereafter and five (5) days prior to a new employee proposed start date
<b>C.9.4.1</b>	Proposed Equipment Inventory List	Submit in writing	(10) Days Post Contract Award
<b>C.9.6.1</b>	Quality Control Plan (QCP)	Submitted in writing	(10) Days Post Contract Award for Review and Approval by the COTR
<b>C.9.7.1</b>	Communication Plan	Submitted in writing	(10) Business-Days Post Contract Award for Review and Approval by the COTR
<b>C.9.8</b>	Exposure Control Plan	Submitted in writing	(10) Business-Days Post Contract Award for Review and Approval by the COTR
<b>C.9.9</b>	Pandemic Plan	Submitted in writing	(10) Days Post Contract Award

**F.3.1**

The Contractor shall submit to the Department, as a deliverable, the report described in **Section H.5.5** which is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, the Contractor shall not be entitled to and shall not receive final payment pursuant to **Section G.3.2**.

## SECTION G CONTRACT ADMINISTRATION

- G.1 INVOICE PAYMENT**
- G.1.1** The Department will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this Contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this Contract.
- G.1.2** The Department will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.
- G.2 INVOICE SUBMITTAL**
- The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>. The E-invoicing vendor helpdesk number (202) 741-5200 and email is [dcvendor.help@dc.gov](mailto:dcvendor.help@dc.gov). The Contractor must indicate the proper PO number on all invoices. 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.2.1** Prior to creating the payment request described above, the Contractor shall submit a proper invoice based on applicable guidelines specified in **Section [G.4]**. Invoices shall be prepared and submitted to the COTR identified in **Section [G.9]**.
- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice substantially in the form of *Attachment J.12 “Form of Invoice”*:
- G.2.2.1** Contractor’s name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);
- G.2.2.2** Contract number and invoice number;
- G.2.2.3** Department’s Purchase Order (PO) number;
- G.2.3.4** Description, price, quantity, and the date(s) that the supplies or services were delivered or performed;
- G.2.2.5** Other supporting documentation or information, as required by the Contracting Officer;
- G.2.2.6** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.7** Name, title and phone number of the individual preparing the invoice;

**G.2.2.8** Name, title, phone number and mailing address of person; if different from the person identified in **Section [G.9.2]** above to be notified in the event of a defective invoice; and

**G.2.2.9** Authorized signature.

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

**G.3.1** For contracts subject to the 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.5.5]**.

**G.3.2** The District shall not make final payment to the Contractor until the agency CFO has received the CO's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

**G.4 PAYMENT**

**G.4.1 Payments on Partial Deliveries of Goods & Services**

Unless otherwise specified in this Contract, payment will be made on partial deliveries of goods and services accepted by the Department if:

- a) The amount due on the deliveries on goods and or services warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is in accordance with the following:
  - (i) "Payment will be made on completion and acceptance of each item for which the price is stated in the Schedule in **Section [B.4.1]**".
  - (ii) "Payment will be made on completion and acceptance of each item in accordance with the agreed upon delivery schedule".
  - (iii) "Payment will be made on completion and acceptance of each percentage or stage of work in accordance with the prices stated in the Schedule in **Section [B.4.1]**"; and
- c) Presentation of a properly executed invoice.

**G.4.2 Lump Sum Payment**

If and when order by Task Order, 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.4.3 Payment for Reimbursable Services**

Payment for approved reimbursable services will be considered only after the Contracting Officer has determined the price to be reasonable, allowable, and allocable in accordance with Chapter 33 (Contract Cost Principles) of DCMR Title 27, Chapter 2405 (Cost Reimbursement Contracts); and the following are complete: (i) the Contractor provides the Department with a written estimate (“Quote”) outlining the itemized cost of services and materials required to complete the subject supplemental services. The Quote shall include, but is not limited to, itemized materials, number of laborer, total hours project per laborer and vendor mark-up of cost of materials to be passed to the District in an amount not-to-exceed a 10%; (ii) the Contracting Officer’s Technical Representative (“COTR”) approval of the Quote; and (iii) the Contracting Officer’s issuance of a Task Order upon COTR request, per **Section [G.10]** Ordering Clause. On an emergency basis, upon the COTR’s determination that the supplemental services required, poses an imminent threat/emergency, the Contractor may complete work immediately with written authorization from the COTR for services up to \$500.00. Reimbursable services which cost over \$501.00 will require the CO’s approval in advance of services performed through a written directive (email is sufficient and or the issuance of a Task Order), and with a Purchase Order Number in place. The Reimbursable Cost for all said services shall-not exceed the non-guaranteed annual ceilings as defined in **Section [B.4.2.1]** Cost Reimbursement Schedule. The Contractor shall use the rates established in the Reimbursable Services Price Schedule **Section [B.4.1]** (under each applicable Option Period) as the firm-fixed and fully loaded hourly rates established for Reimbursable Services.

**G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

**G.5.1** 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.5.2** Any assignment shall cover all unpaid amounts payable under this contract and shall not be made to more than one party.

**G.5.3** 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.6 THE QUICK PAYMENT ACT**

**G.6.1 Interest Penalties to Contractors**



- G.6.1.1** 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 at least 1.5% 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 the required payment date. The required payment date shall be:
  - G.6.1.1.1** The date on which payment is due under the terms of the contract;
  - G.6.1.1.2** Not later than seven (7) calendar days, excluding legal holidays, after the date of delivery of meat or meat food products;
  - G.6.1.1.3** Not later than ten (10) calendar days, excluding legal holidays, after the date of delivery of a perishable agricultural commodity; or
  - G.6.1.1.4** 30 calendar days, excluding legal holidays, after receipt of a proper invoice for the amount of the payment due.
- G.6.1.2** No interest penalty shall be due to the Contractor if payment for the completed delivery of goods or services is made on or after:
  - G.6.1.2.1** 3<sup>rd</sup> day after the required payment date for meat or a meat food product;
  - G.6.1.2.2** 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
  - G.6.1.2.3** 15<sup>th</sup> day after any other required payment date.
- G.6.1.3** Any amount of an interest penalty which remains unpaid at the end of any thirty (30)-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.
- G.6.2** **Payments to Subcontractors**
  - G.6.2.1** 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 the contract:
    - G.6.2.1.1** Pay the subcontractor(s) for the proportionate share of the total payment received from the District that is attributable to the subcontractor(s) for work performed under the contract; or
    - G.6.2.1.2** Notify the CO and the subcontractor(s), 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.6.2.2** 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 at least 1.5% 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 the:

**G.6.2.2.1** 3<sup>rd</sup> day after the required payment date for meat or a meat product;

**G.6.2.2.2** 5<sup>th</sup> day after the required payment date for an agricultural commodity; or

**G.9.2.2.3** 15<sup>th</sup> day after any other required payment date.

**G.6.2.3** 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.6.2.4** 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 is a party. The District may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

**G.6.3** **Subcontract requirements.** 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.7** **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:

**FRANKLIN AUSTIN, CPPB, CPM**

Chief Contracting Officer  
Contracts & Procurement  
Department of General Services  
2000 14<sup>th</sup> Street, N.W. | 8<sup>th</sup> Floor  
Telephone: (202) 727-2800  
E-mail: [franklin.austin@dc.gov](mailto:franklin.austin@dc.gov)

**G.8** **AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

**G.8.1** The CO is the only person(s) authorized to approve changes in any of the requirements of this Contract.

**G.8.2** 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 CO.

**G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the CO, 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.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE / CONTACT ADMINISTRATOR ("COTR/CA")**

**G.9.1** The COTR/CA is responsible for general administration of the Contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The COTR/CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

**G.9.1.1** 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.9.1.2** Coordinating site entry for Contractor personnel, if applicable;

**G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

**G.9.1.4** 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.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

**G.9.2** The address and telephone number of the COTR/CA is:

*Name of CA*

*Title of CA*

*Address*

*Telephone*

*Fax*

*E-mail address*

**G.9.3** The COTR/CA shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments, or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,

4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

**G.9.4** 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.10 ORDERING CLAUSE**

**G.10.1** Any supplemental service furnished under this Contract may be ordered by issuance of delivery orders or Task Orders by the Contracting Officer in the form of *Attachment J13 – Form of Task Order*. Such orders may be issued during the term of this contract.

**G.10.2** *RESERVED [Intentionally Omitted]*

**G.10.3** There is no limit or maximum on the number of orders/Task Orders that may be issued. The Department may issue Task Orders requiring delivery of services and or supplies for multiple destinations or performance at multiple locations. The Department reserves the right, at any time (including after an award hereunder), to either adjust or cancel a Task Order(s).

**G.10.4** Any order(s) issued during the effective period of this Contract and not completed within that period shall be completed by the Contractor within the time specified in the individual order(s). The Contract shall govern the Contractor's and Department's rights and obligations with respect to any and all order(s) to the same extent as if the order(s) were completed during the Contract's effective period

**G.10.5** 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.10.6** If mailed, a Delivery Order or Task Order is considered "issued" when the Department deposits the order in the mail. Orders may be issued by facsimile or all other electronic commerce methods (e.g. email).

**G.11 COST REIMBURSEMENT CEILING**

**G.11.1** Cost reimbursement ceiling for this Contract is set forth in **Section [B.4.2.1]**

**G.11.2** The costs for performing the cost reimbursement elements of this Contract shall not exceed the cost reimbursement ceiling specified in **Section [B.4.2.1]**

**G.11.3** The Contractor agrees to use its best efforts to perform the work specified in this Contract and to meet all of the cost-reimbursable obligations under this Contract within the cost reimbursement ceiling.

- G.11.4** The Contractor must notify the CO, in writing, whenever it has reason to believe that the total cost for the performance of the cost-reimbursable elements of this Contract will be either greater or substantially less than the cost reimbursement ceiling.
- G.11.5** As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of performing the cost-reimbursable elements of this Contract.
- G.11.6** The Department and/or the District is not obligated to reimburse the Contractor for costs incurred in excess of the cost reimbursement ceiling specified in **Section [B.4.2.1]**, and the Contractor is not obligated to continue performance under this Contract (including actions under the Termination clauses of this Contract), or otherwise incur costs in excess of the cost reimbursement ceiling specified in **Section [B.4.2.1]**, until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised cost reimbursement ceiling for performing this Contract.
- G.11.7** 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 Department and/or 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.11.8** If any cost reimbursement ceiling specified in **Section [B.4.2.1]** is increased, any costs the Contractor incurs before the increase that are in excess of the previous cost reimbursement ceiling shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- G.11.9** A change order/contract modification shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in **Section [B.4.2.1]**, unless the change order/contract modification specifically increases the cost reimbursement ceiling.
- G.11.10** Only costs determined in writing to be reimbursable in accordance with the cost principles set forth in rules issued pursuant to Title V of the D.C. Procurement Practices Reform Act of 2010 shall be reimbursable.
- G.12** **HOURLY RATE CEILING**
- G.12.1** The ceilings for specified for the firm-fixed, and fully loaded hourly rate items are set forth in **Section [B.4.2.1]**.
- G.12.2** The hourly rates in this contract shall be firm, fixed and fully-loaded and shall be sufficient to cover all of the costs necessary to provide services including, but not limited to; labor, supplies (*all consumable supplies include paper, hand-soaps and cleaning products*), materials, repairs, tools, vehicles, transportation, lifts, travel to and from work sites, per diem, subcontractor costs, home office overhead, profit and all else necessary to perform the work described hereunder including the applicable year-over-year changes in wages attributed to market variables of the US Department of Labor Wage

Determination and the D.C. Living Wage increases (collectively, changes to the governed labor laws and wages). The total cost to the District shall not exceed the ceilings specified in **Section [B.4.2.1]**.

- G.12.3** 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 hourly rate ceilings.
- G.12.4** The Contractor must notify the CO, in writing, whenever it has reason to believe that the total cost for the hourly rate items of this Contract will be either greater or substantially less than the hourly rate ceilings.
- G.12.5** As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of the hourly rate items of this Contract.
- G.12.6** The District is not obligated to reimburse the Contractor for hourly rates incurred in excess of the hourly rate ceilings specified in **Section [B.4.2.1]**, and the Contractor is not obligated to continue providing hourly rate items under this Contract (including actions under the Termination clauses of this Contract), or otherwise incur costs in excess of the hourly rate ceilings specified in **Section [B.4.2.1]**, until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised hourly rate ceilings for the hourly rate items in this Contract.
- G.12.7** No notice, communication, or representation in any form from any person other than the CO shall change the hourly rate ceilings. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the hourly rate ceilings, whether such costs were incurred during the course of contract performance or as a result of termination.
- G.12.8** If any hourly rate ceiling specified in **Section [B.4.2.1]** is increased, any costs the Contractor incurs before the increase that are in excess of the previous hourly rate ceilings 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.12.9** A change order/contract modification shall not be considered an authorization to exceed the applicable hourly rate ceilings specified in **Section [B.4.2.1]**, unless the change order/contract modification specifically increases the hourly rate ceilings.

## 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

**H.2.1** The Contractor shall be bound by the *Wage Determination No. 2015-4281, Revision No.: 16, dated 23-April-2020*, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. § 351 *et seq.*, and incorporated herein as *Attachment J.2*. 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 **Article 25 of the SCP**. If an option is exercised, the Contractor ***shall be*** bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods.

### H.3 PREGNANT WORKERS FAIRNESS

**H.3.1** The Contractor shall comply with the Protecting Pregnant Workers Fairness Act of 2016, D.C. Official Code § 32-1231.01 *et seq.* (PPWF Act).

**H.3.2** The Contractor shall not:

(a) Refuse to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding for an employee, unless the Contractor can demonstrate that the accommodation would impose an undue hardship;

(b) Take an adverse action against an employee who requests or uses a reasonable accommodation in regard to the employee's conditions or privileges of employment, including failing to reinstate the employee when the need for reasonable accommodations ceases to the employee's original job or to an equivalent position with equivalent:

- (1) Pay;
- (2) Accumulated seniority and retirement;
- (3) Benefits; and
- (4) Other applicable service credits;

(c) Deny employment opportunities to an employee, or a job applicant, if the denial is based on the need of the employer to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding;

(d) Require an employee affected by pregnancy, childbirth, related medical conditions, or breastfeeding to accept an accommodation that the employee chooses not to accept if the employee does not have a known limitation related to pregnancy, childbirth, related medical conditions, or breastfeeding or the accommodation is not necessary for the employee to perform her duties;

(e) Require an employee to take leave if a reasonable accommodation can be provided; or

(f) Take adverse action against an employee who has been absent from work as a result of a pregnancy-related condition, including a pre-birth complication.

**H.3.3** The Contractor shall post and maintain in a conspicuous place a notice of rights in both English and Spanish and provide written notice of an employee's right to a needed reasonable accommodation related to pregnancy, childbirth, related medical conditions, or breastfeeding pursuant to the PPWF Act to:

- (a) New employees at the commencement of employment;
- (b) Existing employees; and
- (c) An employee who notifies the employer of her pregnancy, or other condition covered by the PPWF Act, within 10 days of the notification.

**H.3.4** The Contractor shall provide an accurate written translation of the notice of rights to any non-English or non-Spanish speaking employee.

**H.3.5** Violations of the PPWF Act shall be subject to civil penalties as described in the Act.

#### **H.4 UNEMPLOYED ANTI-DISCRIMINATION**

**H.4.1** The Contractor shall comply with the Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 *et seq.*

**H.4.2** The Contractor shall not:

- (a) Fail or refuse to consider for employment, or fail or refuse to hire, an individual as an employee because of the individual's status as unemployed; or



(b) Publish, in print, on the Internet, or in any other medium, an advertisement or announcement for any vacancy in a job for employment that includes:

- (1) Any provision stating or indicating that an individual's status as unemployed disqualifies the individual for the job; or
- (2) Any provision stating or indicating that an employment agency will not consider or hire an individual for employment based on that individual's status as unemployed.

**H.4.3** Violations of the Unemployed Anti-Discrimination Act shall be subject to civil penalties as described in the Act.

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

**H.5.1** For contracts for services in the amount of \$300,000 or more, 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 (Employment Agreement) with the District of Columbia Department of Employment Service's (DOES), in which the Contractor shall agree that:

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

**H.5.3** The Contractor shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.

**H.5.4** The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.

**H.5.5** The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the Contract.

**H.5.6** The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.

**H.5.7** If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.

**H.5.8** Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.

**H.5.9** The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in **clause 14 of the SCP, Disputes**.

**H.5.10** The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

## **H.6 AUDITS AND RECORDS**

**H.6.1** 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.6.2 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, offices or other facilities or parts of them, engaged in performing the Contract.

**H.6.3 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 bid 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.6.4 Comptroller General**

**H.6.4.1** 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.6.4.2** This section 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.6.5 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.6.6 Availability.** The Contractor shall make available at its local office at all reasonable times the records, materials, and other evidence described in clauses H.6.1 through H.6.5, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any shorter period specified in the contract, 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.6.7** The Contractor shall insert a clause containing all the terms of this clause, including this **Section [H.6.7]**, in all subcontracts under this Contract that exceed the small purchase threshold of \$100,000, and:

- a) That is 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 **Section [H.6.5]** of this clause.

**H.7 ADVISORY AND ASSISTANCE SERVICES**

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

**H.8 CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS FOR CONTRACTORS THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH**

**H.8.1** A contractor that provides services as a covered child or youth services provider, as defined in section 202(3) of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, effective April 13, 2005 (D.C. Law 15-353; D.C. Official Code § 4-1501.01 et seq.), as amended (in this section, the “Act”), shall obtain criminal history records to investigate persons applying for employment, in either a compensated or an unsupervised volunteer position, as well as its current employees and unsupervised volunteers. The Contractor shall request criminal background checks for all employees assigned to provide services at the DYRS NB facility

**H.8.2** The Contractor shall also obtain traffic records to investigate persons applying for employment, as well as current employees and volunteers, when that person will be required to drive a motor vehicle to transport children in the course of performing his or her duties. The Contractor shall request traffic records for all employees assigned to provide services at the DYRS NB facility.

**H.8.3** The Contractor shall inform all applicants requiring a criminal background check that a criminal background check must be conducted on the applicant before the applicant may be offered a compensated position or an unsupervised volunteer position.

**H.8.4** The Contractor shall inform all applicants requiring a traffic records check that a traffic records check must be conducted on the applicant before the applicant may be offered a compensated position or a volunteer position.

**H.8.5** The Contractor shall obtain from each applicant, employee, and unsupervised volunteer:

- (A) a written authorization which authorizes the District to conduct a criminal background check;
- (B) a written confirmation stating that the Contractor has informed him or her that the District is authorized to conduct a criminal background check;
- (C) a signed affirmation stating whether or not they have been convicted of a crime, pleaded nolo contendere, are on probation before judgment or placement of a case upon a stet docket, or have been found not guilty by reason of insanity, for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory, or for any of the following felony offenses or their equivalent in any other state or territory:
  - Murder, attempted murder, manslaughter, or arson;
  - Assault, assault with a dangerous weapon, mayhem, malicious disfigurement, or threats to do bodily harm;
  - Burglary;
  - Robbery;
  - Kidnapping;

- Illegal use or possession of a firearm;
  - Sexual offenses, including indecent exposure; promoting, procuring, compelling, soliciting, or engaging in prostitution; corrupting minors (sexual relations with children); molesting; voyeurism; committing sex acts in public; incest; rape; sexual assault; sexual battery; or sexual abuse; but excluding sodomy between consenting adults;
  - Child abuse or cruelty to children; or
  - Unlawful distribution of or possession with intent to distribute a controlled substance;
- (D) a written acknowledgement stating that the Contractor has notified them that they are entitled to receive a copy of the criminal background check and to challenge the accuracy and completeness of the report; and
- (E) a written acknowledgement stating that the Contractor has notified them that they may be denied employment or a volunteer position or may be terminated as an employee or volunteer based on the results of the criminal background check.

**H.8.6** The Contractor shall inform each applicant, employee, and unsupervised volunteer that a false statement may subject them to criminal penalties.

**H.8.7** Prior to requesting a criminal background check, the Contractor shall provide each applicant, employee, or unsupervised volunteer with a form or forms to be utilized for the following purposes:

- (A) To authorize the Metropolitan Police Department (MPD), or designee, to conduct the criminal background check and confirm that the applicant, employee, or unsupervised volunteer has been informed that the Contractor is authorized and required to conduct a criminal background check;
- (B) To affirm whether or not the applicant, employee, or unsupervised volunteer has been convicted of a crime, has pleaded nolo contendere, is on probation before judgment or placement of a case upon a stet docket, or has been found not guilty by reason of insanity for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory of the United States, or for any of the felony offenses described in paragraph H.8.5(C);
- (C) To acknowledge that the applicant, employee, or unsupervised volunteer has been notified of his or her right to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report;
- (D) To acknowledge that the applicant may be denied employment, assignment to, or an unsupervised volunteer position for which a criminal background check is required based on the outcome of the criminal background check; and
- (E) To inform the applicant or employee that a false statement on the form or forms may subject them to criminal penalties pursuant to D.C. Official Code § 22-2405.

- H.8.8** The Contractor shall direct the applicant or employee to complete the form or forms and notify the applicant or employee when and where to report to be fingerprinted.
- H.8.9** Unless otherwise provided herein, the Contractor shall request criminal background checks from the Chief, MPD (or designee), who shall be responsible for conducting criminal background checks, including fingerprinting.
- H.8.10** The Contractor shall request traffic record checks from the Director, Department of Motor Vehicles (DMV) (or designee), who shall be responsible for conducting traffic record checks.
- H.8.11** The Contractor shall provide copies of all criminal background and traffic check reports to the CA within one business day of receipt.
- H.8.12** The Contractor shall pay for the costs for the criminal background and traffic record checks, pursuant to the requirements set forth by the MPD and DMV. The District shall not make any separate payment for the cost of criminal background and traffic record checks.
- H.8.13** The Contractor may make an offer of appointment to, or assign a current employee or applicant to, a compensated position contingent upon receipt from the CO of the CA's decision after his or her assessment of the criminal background or traffic record check.
- H.8.14** The Contractor may not make an offer of appointment to an unsupervised volunteer whose position brings him or her into direct contact with children until it receives from the contracting officer the CA's decision after his or her assessment of the criminal background or traffic record check.
- H.8.15** The Contractor shall not employ or permit to serve as an unsupervised volunteer an applicant or employee who has been convicted of, has pleaded nolo contendere to, is on probation before judgment or placement of a case on the stet docket because of, or has been found not guilty by reason of insanity for any sexual offenses involving a minor.
- H.8.16** Unless otherwise specified herein, the Contractor shall conduct periodic criminal background checks upon the exercise of each option year of this contract for current employees and unsupervised volunteer in the positions listed in **Sections [H.8.1] and [H.8.2]**.
- H.8.17** An employee or unsupervised volunteer may be subject to administrative action including, but not limited to, reassignment or termination at the discretion of the CA after his or her assessment of a criminal background or traffic record check.
- H.8.18** The CA shall be solely responsible for assessing the information obtained from each criminal background and traffic records check report to determine whether a final offer may be made to each applicant or employee. The CA shall inform the CO of its

decision, and the CO shall inform the Contractor whether an offer may be made to each applicant.

- H.8.19** If any application is denied because the CA determines that the applicant presents a present danger to children or youth, the Contractor shall notify the applicant of such determination and inform the applicant in writing that she or he may appeal the denial to the Commission on Human Rights within thirty (30) days of the determination.
- H.8.20** Criminal background and traffic record check reports obtained under this section shall be confidential and are for the exclusive use of making employment-related determinations. The Contractor shall not release or otherwise disclose the reports to any person, except as directed by the CO.

## **H.9 SUBCONTRACTING REQUIREMENTS**

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

- H.9.1.1** 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 SBEs to completely fulfill the requirement of **Section [H.9.1.1]**, then the subcontracting may be satisfied by subcontracting **35%** of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.
- H.9.1.3** A prime contractor that is certified by DSLBD as a small, local, or disadvantaged business enterprise shall not be required to comply with the provisions of **Sections [H.9.1.1] and [H.9.1.2]**.
- H.9.1.4** Except as provided in **Sections [H.9.1.5] and [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 **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** If the prime contractor 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, the CBE member of the certified joint venture 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. If the CBE member of the certified joint venture prime contractor performs less than **35%** of the contracting effort, the certified joint venture 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 **35%** of the on-site work with its own organization and resources if the contract is \$1 million or less.

**H.10 FAIR CRIMINAL RECORD SCREENING**

**H.10.1** 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) (“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.10.2** 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.10.3** After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.

**H.10.4** 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.10.5** 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.10.6** 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.



## **H.11 DISTRICT RESPONSIBILITIES**

### ***H.11.1 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.11.2 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 (*as applicable*). 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.11.3 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 (*where and when applicable*). This space may be (but is not guaranteed) 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.12 CONTRACTOR RESPONSIBILITIES**

### **H.12.1 Contractor Notice Regarding Late Performance**

In the event the Contractor anticipates or encounters difficulty in complying with the terms and conditions as stated in the Contract or in meeting any other requirements set forth in the Contract, the Contractor shall immediately notify the CO and the COTR in writing giving full detail as to the rationale for the late delivery and why the Contractor should be granted an extension of time, if any. Receipt of the Contractor's notification shall in no way be construed as an acceptance or waiver by the Department.

**H.12.2** At all times and during performance under this Contract, the Contractor shall be responsible to the Department for any and all acts and omissions of the Contractor's agents, employees, subcontractors, sub-subcontractors, material suppliers, and laborers, and the agents and employees of the subcontractors, sub-subcontractors, material

suppliers and laborers performing or supplying work in connection with the project/services.

**H.12.3** The Contractor shall be responsible for providing services in accordance with the requirements of this Contract.

**H.12.4** The Contractor shall be responsible for obtaining any and all licenses and permits, unless otherwise stated herein necessary for the performance of this Contract.

**H.12.5** The Contractor shall furnish all equipment needed for the performance of the work under the resultant contract. All equipment must be properly guarded and meet all applicable OSHA standards.

**H.12.6** 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.12.7** The Contractor shall furnish all 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.12.8** The Contractor shall be responsible for the base operations of the building only, which excludes retail space specific services, not provided to retailers by the building.

a) The Contractor shall be liable for all fines and shall comply with all District regulations for safe handling, storage, disposal, and use of any hazardous materials and chemicals.

b) The Contractor shall be charged the cost, in the event of fines or penalties levied by the EPA or an Air Quality Management Authority.

**H.12.9** **Bond Requirements - *RESERVED [Intentionally Omitted]***

**H.12.10** **Allowable Subcontracting Requirements**

**H.12.10.1** The Contractor shall ensure that all activities conducted by any subcontractor conforms to the provisions of this Contract.

**H.12.10.2** 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.12.10.3** The Contractor shall notify the District Contracting Officer, in writing, of the termination of any subcontract for the provision of services, including the arrangements made to ensure continuation of the services covered by the terminated subcontract, not less than forty-five (45) days prior to the effective date of the termination, unless

immediate termination of the contract is necessary to protect the health and safety of Enrollees or prevent fraud and abuse. In such an event, the Contractor shall notify COTR immediately upon taking such action.

**H.12.10.3.1** 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.12.10.3.2** 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.12.11 Staff Attire and Identification**

**H.12.11.1** The Contractor's staff shall wear neat, clean, and professional attire. The attire shall include distinctive apparel identifying staff as Contractor's employees.

**H.12.11.2** 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.12.12 Safety Requirements**

**H.12.12.1** 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.12.12.2** 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.12.12.2.1** Back support devices

**H.12.12.2.2** Eye protection

**H.12.12.2.3** Hearing protection

**H.12.12.2.4** Hand protection

**H.12.12.2.5** Head protection

**H.12.12.2.6** Foot protection

**H.12.12.3** 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.12.12.4** 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.12.12.5** 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.12.13 Fire Prevention**
- H.12.13.1** 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.12.13.2** 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.12.14 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.12.15 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.12.16 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.12.17 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.12.18 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.12.19 Suspension Of Work**

**H.12.19.1** 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.12.19.2** 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.12.19.3** 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.12.19.4** 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.12.19.5** 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.12.20 Contract Completion or Termination**

**H.12.20.1** 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

## SECTION I CONTRACT CLAUSES

- I.1 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.2 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**  
The Standard Contract Provisions for use with District of Columbia Government, Department of General Services Supplies and Services Contracts dated January 14, 2016 (SCP) are incorporated as part of the contract.
- I.3 CONTRACTS THAT CROSS FISCAL YEARS**  
Continuation of this Contract beyond the current fiscal year is contingent upon future fiscal appropriations.
- I.4 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS**  
Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the Contracting Office.
- I.5 CONTINUITY OF SERVICES**
- I.5.1** 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.5.1.1** Furnish phase-out, phase-in (transition) training; and
- I.5.1.2** Exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.
- I.5.2** The Contractor shall, upon the Contracting Officer's written notice:
- I.5.2.1** Furnish phase-in, phase-out services for up to ninety (90) days after this contract expires and
- I.5.2.2** 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.5.3** 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.5.4** 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.5.5** 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.6 CONFIDENTIALITY OF INFORMATION**

The Contractor shall keep all information relating to any employee or customer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

**I.7 ESTIMATED QUANTITIES**

It is the intent of the District to secure a contract for all of the needs of the designated agencies for items specified herein which may occur during the contract term. The District agrees that it will purchase its requirements of the articles or services included herein from the Contractor. Articles or services specified herein have a history of repetitive use in the District agencies. The estimated quantities stated in the RFP reflect the best estimates available. They shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of his obligation to fill all such orders. Orders will be placed from time to time if and when needs arise for delivery, all charges prepaid, to the ordering agency. The District does not guarantee to order any specific quantities of any item(s) or work hours of service

**I.8 DISPUTES**

All disputes arising under or relating to the Contract shall be resolved as provided in the Standard Contract Provisions for use with District of Columbia Department of General Services Supplies and Services Contracts dated January 14, 2016 (“SCP”), Article 14: Disputes *Attachment J.1.*

**I.9 CHANGES**

(a) The CO may, at any time, by written order, and without notice to the surety, if any, make changes in the Contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of the Contract,

or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days from the date the change is ordered; provided, however, that the CO, if he or she determines that the facts justify such action, may receive, consider and adjust any such claim asserted at any time prior to the date of final settlement of the Contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in **Section [I.8] - Disputes**.

- (b) The District shall not require the Contractor, and the Contractor shall not require a subcontractor, to undertake any work that is beyond the original scope of the Contract or subcontract, including work under a District-issued change order, when the additional work increases the Contract price beyond the not-to-exceed price or negotiated maximum price of this Contract, unless the CO:
  - (1) Agrees with Contractor, and if applicable, the subcontractor on a price for the additional work;
  - (2) Obtains a certification of funding to pay for the additional work;
  - (3) Makes a written, binding commitment with the Contractor to pay for the additional work within 30-days after the Contractor submits a proper invoice; and
  - (4) Provides the Contractor with written notice of the funding certification.
- (c) The Contractor shall include in its subcontracts a clause that requires the Contractor to:
  - (1) Within 5 business days of its receipt of notice the approved additional funding, provide the subcontractor with notice of the amount to be paid to the subcontractor for the additional work to be performed by the subcontractor;
  - (2) Pay the subcontractor any undisputed amount to which the subcontractor is entitled for the additional work within 10 days of receipt of payment from the District; and
  - (3) Notify the subcontractor and CO in writing of the reason the Contractor withholds any payment from a subcontractor for the additional work.
- (d) Neither the District, Contractor, nor any subcontractor may declare another party to be in default, or assess, claim, or pursue damages for delays, until the parties to agree on a price for the additional work.



**I.10 NON-DISCRIMINATION CLAUSE**

**I.10.1** 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, effective December 13, 1977, as amended (D.C. Law 2-38; D.C. Official Code § 2-1401.01 *et seq.*) (“Act,” as used in this clause.) The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, the Contractor agrees, and any subcontractor shall agree, to post in conspicuous places, available to employees and applicants for employment, a notice setting forth the provisions of this non-discrimination clause as provided in section 251 of the Act.

**I.10.2** Pursuant to Mayor’s Order 85-85, (6/10/85), Mayor’s Order 2002-175 (10/23/02), Mayor’s Order 2011-155 (9/9/11) and the rules of the Office of Human Rights, Chapter 11 of Title 4 of the D.C. Municipal Regulations, the following clauses apply to the Contract:

**I.10.3** 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, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. 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.10.4** 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, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. 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.10.5** 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 paragraphs 19(b) (1) and (b) (2) concerning non-discrimination and affirmative action.

- I.10.6** 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 paragraph 19(b) (2).
- I.10.7** The Contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the 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.10.8** The Contractor agrees to permit access to its books, records, and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of the Office of Human Rights or designee, for purposes of investigation to ascertain compliance with the Act, 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.10.9** The Contractor agrees to comply with the provisions of the Act and with all guidelines for equal employment opportunity applicable in the District adopted by the Director of the Office of Human Rights, or any authorized official.
- I.10.10** The Contractor shall include in every subcontract the equal opportunity clause, i.e., paragraphs 19(b) (1) through (b) (9) of this clause, so that such provisions shall be binding upon each subcontractor.
- I.15.11** 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.11 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 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 shall be 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 of the project or work plan or contract. Licenses shall be granted 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.12 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.13 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 CO. 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.14 INSURANCE**

- A. 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 affected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

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

The vendor should be named as an additional insured on the applicable manufacturer's/distributor's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad).

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

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

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

4. 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 \$10,000 per occurrence.
5. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages. **NOTE: *The Office of Risk Management (ORM) will require the Contractor to furnish a copy of the actual cyber policy (not just the binder) prior to granting approval of the policy.***

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.
  
7. 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.
  
8. 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.



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) \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

**B. 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.

**C. 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.

**D. 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.**

**E. CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding, and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

**F. 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 costs of insurance and bonds in the contract price.

**G. 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.

- H. 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:

**The Government of the District of Columbia**

**FRANKLIN AUSTIN, CPPB, CPM C/O Domonique L Banks**

Contracting Officer  
Department of General Services  
2000 14<sup>th</sup> Street, N.W. | 8<sup>th</sup> Floor  
Telephone: (202) 727-2800  
E-mail address: [domonique.banks@dc.gov](mailto:domonique.banks@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. 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.
- J. 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.15 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as *Attachment J.8*. An award cannot be made to any Offeror who has not satisfied the equal employment requirements.

**I.16 ORDER OF PRECEDENCE**

The Contract awarded as a result of this IFB 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:

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Department of General Services Standard Contract Provisions for Services and Supplies dated, January 2016
- (4) Contract attachments other than the Standard Contract Provisions
- (5) IFB, as amended
- (6) Proposal

**SECTION J  
ATTACHMENTS**

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

<b>Attachment Number</b>	<b>Document</b>
<b>J.1</b>	Government of the District of Columbia’s Department of General Services Standard Contract Provisions (“SCP”) for Supplies and Services Contracts, January 2016
<b>J.2</b>	U.S. Department of Labor Wage Determination 2015-4281, Revision 16 Dated 23-April-2020
<b>J.3</b>	Way to Work Amendment Act of 2006 - Living Wage Notice & Fact Sheet
<b>J.4</b>	Bidder/Offer Certification
<b>J.5</b>	Department of Employment Services First Source Employment Agreement
<b>J.6</b>	Department of Employment Services First Source Employment Plan
<b>J.7</b>	DSLBD SBE Subcontracting Plan Form
<b>J.8</b>	Equal Employment Opportunity Employer Information Report and Mayor’s Order 85-85
<b>J.9</b>	Certificate of District City-wide Clean Hands <a href="https://mytax.dc.gov/">https://mytax.dc.gov/ /</a>
<b>J.10</b>	Offerors’ Past Performance Evaluation Form(s) – <i>REVISED 10/13/2020</i>
<b>J.11</b>	Price Schedule/Compensation
<b>J.12</b>	Form of Invoice
<b>J.13</b>	Form of Task Order
<b>J.14</b>	Facility Site-visit Credentialing Form
<b>J.15</b>	DYRS-006 “Prevention of and Response to Sexual Misconduct”
<b>J.16</b>	DYRS-013 “Youth Grievance Policy”
<b>J.17</b>	DYRS “Unauthorized Items & Clothing”

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

**K.1** Bidder/Offeror Certification Form *Attachment J.4*

**K.2** **WALSH-HEALEY ACT**

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. §§ 35-45) (the “Act”, as used in this section), the following terms and conditions apply:

- (a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR 50-201.3) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2) (41 U.S.C. §40). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (29 U.S.C. §214).

**K.3** **CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (JULY 1990)**

**K.3.1** Definitions. As used in this provision:

**K.3.1.1** **Controlled substance:** means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. § 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

**K.3.1.2** **Conviction:** means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

**K.3.1.3** **Criminal drug statute:** means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

**K.3.1.4** **Drug-free workplace:** means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

**K.3.1.5 Employee:** means an employee of a contractor directly engaged in the performance of work under a District contract. “Directly engaged” is defined to include all direct cost employees and any other contractor employee who has other than a minimal impact or involvement in contract performance.

**K.3.1.6 Individual:** means an offeror/contractor that has no more than one employee including the offeror/contractor.

**K.3.2** The Contractor, if other than an individual, shall within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration:

- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish an ongoing drug-free awareness program to inform such employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The Contractor’s policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by **Section [K.3.2(1)]** of this clause;
- (4) Notify such employees in writing in the statement required by **Section [K.3.2(1)]** of this clause that, as a condition of continued employment on this contract, the employee will:
  - a. Abide by the terms of the statement; and
  - b. Notify the employer in writing of the employee’s conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Notify the CO in writing within 10 days after receiving notice under **Section [K.3.2(4)(b)]** of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under **Section [K.3.2(4)(b)]** of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
  - a. Take appropriate personnel action against such employee, up to and including termination; or

- b. Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of **Section [K.3.2 (1)]** through **[K.3.2 (6)]** of this clause.

**K.3.3** The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

**K.3.4** In addition to other remedies available to the District, the Contractor's failure to comply with the requirements of **Sections [K.3.2] or [K.3.3]** of this clause may render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

## 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 single Fixed-price Contract resulting from this solicitation to the responsive and responsible Offeror whose offer conform to the solicitation and will be most advantageous to the Department, in accordance with D.C. Official Code § 2-354.03, cost or price, technical and other factors, specified elsewhere in this solicitation shall be 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, which is set forth in subsections (a), (b), (c), or (d) of 27 DCMR § 1632.1. 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 ORGANIZATION AND CONTENT

L.2.1 *The procurement of these services will be conducted electronically*; proposal shall be submitted via email to the Contract Specialist of record, **Domonique L. Banks** at [DGS.GOODS-SERVICES@DC.GOV](mailto:DGS.GOODS-SERVICES@DC.GOV). To be considered, an Offeror *shall* submit all required attachments via email before the closing date and time. Paper, telephonic, telegraphic, and facsimile proposals *will not be accepted*.

L.2.2 *Volume I – Technical Proposal* shall be submitted as an individual .pdf file. *Volume II – Price Proposal* shall be submitted in its original state, **Microsoft™ Excel .xls** file format and finally the *Compliance Documents* listed in **Section [L.2.10]** shall be submitted as individual .pdf files appropriately titled for recognition. The District *will not* be responsible for corruption of *any* files submitted. If a submitted file cannot be viewed and printed as specified, it will not be considered.

L.2.3 The Offeror shall submit the following with its electronic proposal submission: (i) a technical proposal, (ii) a price proposal and (iii) each compliance document identified in **Section [L.2.10]**. **Please note that each attachment is limited to a maximum size of 25 MB. Contractors are permitted to delivery all documents by way of multiple email submissions; however, all emails must be received on or before the submission deadline to be consider.**

L.2.4 The Offeror shall label each attachment, i.e., “Technical Proposal,” “Price Proposal,” “Subcontracting Plan,” “Past Performance Evaluation Form [Company Name]” etc.



- L.2.5** 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 information in a clear, concise, ***factual***, and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the Offeror proposes to ***fully*** meet the requirements in **Section [C]**.
- L.2.6** Offerors shall complete, sign, and submit all Representations, Certifications, Compliance Documents and Acknowledgments as appropriate.
- L.2.7** The District will reject any offer that fails to include a subcontracting plan that is required by law.
- L.2.8** Each **Technical Proposal** ***must be*** organized and prepared as follows:
- i.** Table of Contents;
  - ii.** each page of the proposal must be numbered consecutively;
  - iii.** Proposals shall be typewritten in 12-point font size;
  - iv.** on 8.5” by 11”;
  - v.** with each section separated (i.e., Relevant Experience and Past Performance of the Contractor and its Team; Relevant Experience of the Contractor’s proposed Key Personnel and Staffing; and Daily Operations Management Plan);
- L.2.9** Each **Price Proposal** ***must be*** organized and prepared as follows:
- vi.** Completed Price Schedule substantially in form of ***Attachment J.11***
    - 1. ***NOTE: In the opinion of the Department, any material deviations of this from, Attachment J.11, which is provided by the Department, shall be sufficient to render the proposal non-responsive and subject to exclusion from further evaluation in consideration of award.***
- L.2.10** Each **Compliance Document** must be organized and prepared as follows and submitted as individual .pdf documents:
- vii.** Bidder/Offeror Certification – ***Attachment J.4***
  - viii.** DOES 1<sup>St</sup> Source Agreement – ***Attachment J.5***
  - ix.** DOES 1<sup>St</sup> Source Employment Plan – ***Attachment J.6***
  - x.** DSLBD SubContracting Plan Form – ***Attachment J.7***
  - xi.** DOES EEO Policy and Report – ***Attachment J.8***
  - xii.** Certificate of District City-wide Clean Hands <https://mytax.dc.gov/> / – ***Attachment J.9***
  - xiii.** Offerors’ Past Performance Evaluation Form(s)- ***Attachment J.10 - The Offeror shall provide no less than three (3) Past Performance Evaluations from its clients where providing comparable relative and related services defined by this RFP.***

**L.3 REQUIREMENT FOR AN ELECTRONIC COPY OF PROPOSALS TO BE MADE AVAILABLE TO THE PUBLIC**

In addition to the proposal submission requirements in **Section [L.2]** above, the offeror must submit an electronic copy of its proposal, *redacted* in accordance with any applicable exemptions from disclosure under D.C. Official Code § 2-534. Redacted copies of the offeror’s proposal must be submitted along with the electronic copy submission outlined in **Section [L.2.2]**. D.C. Official Code § 2-536(b) 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 Freedom of Information Act (FOIA) exemption under § 2-534(a)(1). Successful proposals will be subject to applicable FOIA exemptions.

**L.4 PRE-PROPOSAL CONFERENCE**

A pre-proposal [Webinar](#) will be held at [2:00 p.m. EST on Wednesday, September 23, 2020](#)

The Department invites you to participate in the scheduled WebX meeting

Join the Webx Meeting through the below website link:

**Meeting link:** [DGS DCAM-21-NC-RFP-0001 Pre-proposal WebX](#)  
**Meeting No.:** 172 206 1393  
**Meeting Password:** apVjQFfP722 *Case Sensitive*

**L.4.1** Pursuant to the DC Mayor’s Executive Orders in response to the SARS-CoV-2 (COVID-19) Coronavirus-19 Pandemic, the pre-proposal conference will be held via a teleconference as noted above in **Section [L.4]**. To participate in the teleconference for the listed RFP discussions, please follow the below instructions:

**L.4.1.1** If the Webinar has not started yet, you will be placed in a queue until the host starts the webcast. If you join the call after it has started, you will be automatically joined; an audible beep will come over the line to indicate a new participant has joined. To exit the Webinar, hang up and or exit.

**L.4.1.2** Prospective Offerors will be given an opportunity to ask questions regarding this solicitation during the Webinar by using the virtual “*raised hand*” feature. The purpose of the Webinar is to provide a structured and formal opportunity for the District to accept questions from Offerors on the solicitation document as well as clarify the contents of the solicitation. All Offerors participating in the Webinar will be instructed to confirm “attendance” through the pre-registration process, properly recording each Offerors’ attendance. The attendance roster will be posted to the DGS website via Addenda to the Solicitation.

**L.4.1.2.1** *Impromptu questions will be permitted, and spontaneous answers will be provided at the District’s discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the District’s final position. All oral questions must be submitted in writing following the close of the pre-proposal*

conference but no later than **Thursday, October 29, 2020 thirty-seven (37) days following the pre-proposal conference in order to generate an official answer.** The District will furnish responses via addenda issued to the solicitation and posted to the Department's Solicitation Web page found at <https://dgs.dc.gov/page/dgs-solicitations>. An amendment to the solicitation will be issued only 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.5 FACILITY SITE VISIT/WALK-THRU**

**Pursuant to the DC Mayor's Executive Orders in response to the SARS-CoV-2 (COVID-19) Coronavirus-19 Pandemic, site-visits at District facilities will be *by pre-arranged scheduled only*.**

**L.5.1** Offerors' who wish to participate in a pre-arranged scheduled only facility walk-thru shall submit a formal written request by email as directed below. Due the District's and the CDC guidelines as it pertains to social distancing, the pre-schedule walk-thru's will be limited to participation of only **one (1) person per Company**; no exceptions will be granted in this respect.

**L.5.2** Offerors must complete the Facility Site-visit Credentialing Form - ***Attachment J.14*** completely and return it in **on or before September 24, 2020** in accordance with the below instructions.

**L.5.3** Upon receipt of an Offeror's Site-visit clearance request; the Department will send a confirmation of the individuals schedule site-visit date and time. Offerors are warned that participation in the Site-visits will be **by a pre-arranged schedule only** and requires compliance with the following policies and procedures included as stipulated in ***Attachment J.17*** – DYRS Unauthorized Items & Clothing. Failure to comply will result in your inability to attend the walk-thru and the Department is not required to reschedule.

- i. **ARRIVAL TIME:** Visitors shall arrive no-less than five (5)-minutes prior to your scheduled, invitation only facility-walk through and report to the exterior front entrance of the facility to await further instruction.
- ii. **IDENTIFICATION:** Visitors shall have on their person a valid government-issued photo identification with name, address, and date of birth.
- iii. **DRESS CODE:** Visitors shall be wearing appropriate clothing, defined as clothing with sufficient coverage (**no tank tops or halter tops, no open-toed shoes, nothing provocative, revealing, or too tight**). Clothing must be free of images that reflect profanity, illegal substances, alcohol, tobacco, or sexually explicit material.
- iv. **PHYSICAL SEARCH:** All visitors to enter New Beginnings will be subject to searches, which include physical pat searches, electronic hand devices, metal

detector scans and search of all property. Entry may be denied for failure to submit to a search. The facilities have small lockers to store any unauthorized item(s).

- v. **PERMITTED ITEMS:** Visitors are permitted to enter the facility with the following:
- a. Small purse or wallet
  - b. Keys
  - c. Feminine hygiene items
  - d. Prescription medication needed for emergency use (i.e. epi-pen)
  - e. Coats
  - f. Pen/pencil
  - g. Pad of paper
  - h. CELL PHONES ARE NOT PERMITTED WITHIN THE FACILITY**

**L.6 EXPLANATION TO PROSPECTIVE OFFERORS [EXTENDED]**

If a Prospective Offeror has any questions relating to this solicitation, the Prospective Offeror shall submit the question to The Department's Contracts & Procurement Division by following the below instructions. The Department is not responsible for question not received due to the Offeror's failure to follow the instructions provide and late questions will not be accepted unless deemed advantageous to the District.

Questions shall be submitted by email to the following email address and labeled accordingly:

**Email:** [DGS.GOODS-SERVICES@DC.GOV](mailto:DGS.GOODS-SERVICES@DC.GOV)  
**Subject:** DCAM-21-NC-RFP-0001 Janitorial and Related Supplemental Services for DYRS' New Beginnings Youth Development Center Q&A (Attention: Domonique L. Banks)

Prospective Offerors shall submit any and all questions no later than *close of business on Thursday, October 29, 2020 – seventeen (17) business days prior to the closing date and time indicated for this solicitation in Section [L.7]*. The District may not consider any questions received less than *twelve (12) days* before the date set for submission of proposals. The District will furnish responses via addenda issued to the solicitation and posted to the Department's Solicitation Web page found at <https://dgs.dc.gov/page/dgs-solicitations>. An amendment to the solicitation will be issued only 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.

**It is each potential Offeror's responsibility to frequently visit DGS' Contracts & Procurement website at: <http://dgs.dc.gov/page/dgs-solicitations> to obtain any and all addenda issued once they have received a copy or downloaded a copy of the solicitation.**

**L.7 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS**

**L.7.1 Electronic Proposal Submission [EXTENDED]**

**L.7.1.1** Pursuant to the current District of Columbia Government, State of Emergency executive order signed by Mayor Muriel Bowser on March 11, 2020 (and as amended), in response to the current SARS-CoV-2 (COVID-19) Coronavirus-19 Pandemic, all proposals, Volume I – Technical, Volume II – Price and all applicable Compliance Documents shall be submitted electronically, on or before the proposal submission due date, **Monday, November 23, 2020 no later than 2:00 P.M. EST** sharp, via email to the following individuals in accordance with the submission requirements as outlined in **Section [L.2] through [L.3]**:

**Contracts & Procurement Division:**

Goods & Services Team

**Email:** [dgs.goods-service@dc.gov](mailto:dgs.goods-service@dc.gov)

**Subject Line:**

DCAM-21-NC-RFP-0001 Janitorial and Related Supplemental Services for DYRS' New Beginnings Youth Development Center – “Company Name” (Attention: Domonique L. Banks)

**L.7.1.2** **RESERVED [Intentionally Omitted]**

**L.7.1.3** **RESERVED [Intentionally Omitted]**

**L.7.1.4** **RESERVED [Intentionally Omitted]**

**L.7.1.5** **RESERVED [Intentionally Omitted]**

**L.7.1.6** Hand-delivered, Telephonic, telegraphic, and facsimile proposals will **not** be accepted or considered for award.

**L.7.2 Withdrawal or Modification of Proposals**

An Offeror may modify or withdraw its proposal at any time **before** the closing date and time for receipt of electronic proposal submission as identified in **Section [L.7.1.1]**.

**L.7.3 Late Proposals**

The Department will not accept late proposals or modifications to proposals after the closing date and time for receipt of proposals.

**L.7.4 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.8 RESTRICTION ON DISCLOSURE AND USE OF DATA**

**L.8.1** 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.8.2** 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.9 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).

**L.10 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 CO for the solicitation.

**L.11 UNNECESSARILY ELABORATE PROPOSALS**

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

**L.12 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.13 PROPOSAL COSTS**

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

**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 coverages as specified in **Section [L.14(H)]** to:

**GEORGE G. LEWIS, CPPO C/O Domonique L. Banks**

Chief Procurement Officer  
Chief of Contracts & Procurement  
Department of General Services  
2000 14<sup>th</sup> Street, N.W. | 8<sup>th</sup> Floor  
Telephone: (202) 727-2800  
E-mail address: [domonique.banks@dc.gov](mailto:domonique.banks@dc.gov)

**L.15 ACKNOWLEDGMENT OF AMENDMENTS**

The Offeror shall acknowledge receipt of any amendment to this solicitation with is proposal.

**L.16 BEST AND FINAL OFFERS**

If, subsequent to receiving original proposals, negotiations are conducted under **27 DCMR § 1632.1(c)**, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at a 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 evaluation of best and final offers, the CO may award the Contract to the highest-ranked offeror or negotiate with the highest ranked offeror in accordance with **27 DCMR § 1634**.

**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 offerors;

**L.17.2** A copy of each District of Columbia license, registration, or certification that the offeror is required by law to obtain. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the 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.18.3** If the Offeror is a partnership, the names and addresses of the general partners or individual members, and copies of any teaming agreements.

**L.19 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.20 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 relevant documentation within five (5) days of the request by the District.

**L.20.1** To be determined responsible, a prospective Contractor must demonstrate that it:

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the Contract;
- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and government Contract commitments;
- (c) Has a satisfactory performance record;
- (d) Has a satisfactory record of integrity and business ethics;
- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- (f) Has a satisfactory record of compliance with the law, including labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 *et seq.*;
- (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- (h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (i) Has not exhibited a pattern of overcharging the District;
- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.



**L.20.2** If the prospective Contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-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.21** **SPECIAL STANDARDS OF RESPONSIBILITY – *RESERVED [Intentionally Omitted]***

**L.22** **KEY PERSONNEL & POSITIONS**

**L.22.1** The District considers the following positions to be key personnel for this contract:

**1. Operations Manager (OM):** The Contractor shall designate a qualified Operations Manager to coordinate and manage all janitorial services, staffing requirements, contract compliance and service level agreement standards for the facility through the term of the Contract. The designated OM shall be an employee of the Contractor and act on behalf of the Contractor as the main Point of Contract (POC) during the term of the contract and maintain the overall responsibility for the successful service and operations. The OM shall be available during and after hours via mobile phone. The Contractor shall ensure the OM meets the following minimum qualifications:

- vi. Possess the skills specific to the Facility;
- vii. Possess knowledge and training standards in accordance with the Standard Guide for Stewardship for the Cleaning of Commercial and Institutional Buildings (ASTM E1971-19). The OM shall be responsible for maintaining the training and adherence of the ASTM E1971-19 standards of all on-site staff include Site Supervisors/Crew Leaders.
- viii. Possess experience in directing operation and maintenance of a commercial building for custodial services, supervisory control systems and other characteristics of custodial services to be performed and maintained under this contract,
- ix. Demonstrate capacity to manage operations and supervise on-site staff while providing effective, efficient, and timely communication with the COTR/CA, CO, and government facility on-site staff as necessary to maintain continuous operation standards. This person shall also possess considerable experience in dealing with emergencies, including the knowledge and skill necessary to react and deliver under the pressure of emergency conditions and dispatch and guide its staff effectively, and
- x. At least three (3) years of recent Operation’s Management experience (within the past five [5] years) in directing, operating, maintaining, and providing custodial services, managing supervisory control systems and other characteristics of custodial services for a building of relevant size, type, complexity and scope within this solicitation.

2. **Site Supervisor(s)/Crew Leader(s) (SS/CL):** The Contractor's Site Supervisor(s)/Crew Leaders(s) shall serve as the primary on-site point of contact (POCs) and shall be responsible for managing and maintaining the daily janitorial service responsibilities and standards. This person(s) shall serve as an on-site point of contact to assure the dispatching of crew members and equipment as necessary and in accordance with the scheduling standards. The Contractor shall ensure the all SS/CL meet the following minimum qualifications:

- iv. The SS/CL shall have a minimum of two (2) years of experience (within the past five [5] years) on-site supervision of janitorial/custodial shifts and crews,
- v. Possess knowledge and training standards in accordance with the Standard Guide for Stewardship for the Cleaning of Commercial and Institutional Buildings (ASTM E1971-19), and
- vi. Demonstrate capacity to deliver and provide on-going supervision at the facility during normal occupant working hours. This person shall also possess extensive experience in dealing with emergencies, including the knowledge and skill necessary to react and deliver under the pressure of emergency conditions.

3. **Floor Care Specialist(s):** shall supplement the team to provide continuous specific floor type services including stripping, waxing, and buffing services. The Offeror shall demonstrate its FCS(s) ability and past performance as it related to addressing the following expert requirements:

- i. Proven experience providing floor care services under the below conditions and demonstrated knowledge of industry standards, current technology, methods, and trends for efficient floor maintenance services:
  - a. High-traffic areas which add extra challenges to the cleaning process. High-traffic areas could include one or more of the following: stairways, lobbies, throughways, entrances and exits, primary and secondary hallways, and restrooms, cafeterias, elevators, manufacturing areas, or excessively busy and soiled areas,
  - b. Implement of techniques to prevent soil from entering the facility,
  - c. Staffing and schedule appropriately to keep high-traffic areas in good shape, and in order to maintain acceptable levels of quality, health, safety, and appearance,
  - d. Prevent slips and falls
  - e. Utilization and implementing of the most current industry standards related to specific floor type care.
- ii. At least one (1) year experience as a floor care specialist providing services of equivalent size, scope, and complexity.

**4. Janitors Crew Staff & Staffing Plans:** The Contractor shall maintain a sufficient number of janitorial staff/crew members to adequately provide the required services as prescribed in the SOW. The Contractor shall ensure its staff at a minimum can:

- v. Perform the required services in a skillful and workmanlike manner,
- vi. Maintain a familiarity with federal and District laws and regulations and the acceptable industry standards,
- vii. Possess and maintain skill set to provide comprehensive, continuous, quality cleaning services, and
- viii. Possess current certification in training and safety including the proper use of equipment and adherence to all safety rules and regulations and shall not create any hazardous or unsafe conditions while performing work under the contract.

**L.22.2**

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.

**SECTION M  
EVALUATION FACTORS**

**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 EVALUATION CRITERIA (112-Points Maximum)**

The Evaluation Criteria set forth below have been developed by agency technical personnel and has been tailored to the requirements of this RFP for Comprehensive Janitorial and Related Services for the Department of Youth Rehabilitation Services (“DYRS”) New Beginnings Youth Development Center (“NB”) Facility. The criteria serve as the standard against which all proposals shall be evaluated and serve to identify the significant matters which the Offeror should specifically address in complying with the requirements of this solicitation. Each Offeror’s proposal will be evaluated, and the Government will make a determination of the relevancy and confidence level using the scales in Table identified in **Section [M.3.1] Technical Rating Scale**. While the Government will strive for maximum objectivity, the evaluation process, by its nature, is subjective; therefore, professional judgment is implicit throughout the selection process. The Offerors that provide the best value to the Government are based on the results of the evaluation criteria described in the paragraph below which outline the evaluation factors.

**M.2.1 Relative Importance of Each Factor and Subfactor.** Among the evaluation factors considered in the evaluation process, there are additional subfactors considered, when combined are significantly more important than cost or price

**M.3 TECHNICAL RATING**

**M.3.1** The Technical Rating Scale is as follows:

NUMERIC RATING	ADJECTIVE	DESCRIPTION
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; Offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

**M.3.2** 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.

**M.3.3** 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.4 TECHNICAL EVALUATION FACTORS (80-Points Maximum)**

These factors consider the Offeror’s experience, past performance, key personnel, and proposed business operations model used in performing services similar to the required services as described in **Section [C]**. These factors include an examination of the quality of services provided, timeliness in service delivery, business practices, and overall satisfaction with the Offeror’s performance.

TECHNICAL EVALUATION FACTORS	POINTS
<b>Factor A:</b> Relevant Experience and Past Performance of Contractor and its Team	30
<b>Factor B:</b> Relevant Experience of the Contractor’s Proposed Key Personnel & Staffing	30
<b>Factor C:</b> Daily Operations Management Plan	20
<b>TOTAL MAXIMUM TECHNICAL POINTS AVAILABLE</b>	<b>80</b>

**M.4.1 Relevant Experience and Past Performance of the Contractor and its Team (30-Points)**

The Department desires to engage a Contractor with a minimum of three (3) years relative experience providing comprehensive janitorial and related services (whether commercial or municipal in nature) that are similar in nature, scope and complexity as the service requirements identified in **Section [C]** – Scope of Work.

**M.4.1.1** The Offeror shall identify contracts/clients of which services were provided of equivalent size, type, and complexity as the Prime within the past five (5) years. List a minimum of three (3) contracts within the last five (5) years of equivalent size, type, complexity, and contract scope consistent with the description(s) of services under this proposed contract. The Offeror shall provide the following information for each similar facility:

- i. Name, location, and owner of facility

- ii. Description of the work performed by the Offeror; including comparisons to the work of this solicitation and constraints on performance of the work
- iii. Contract amount and time period (start and finish dates)
- iv. Gross square footage (GSF) area for each facility
- v. Name, title, address, email address and telephone number of a verifiable representative of the Owner. The Offeror will be responsible to provide valid and accurate contact information for reference checks.
- vi. Describe the types of problems encountered and how they were mitigated.
- vii. Indicate the percentage and type of contract work performed by subcontractors, if utilized. Describe what aspect of the statement of work was performed by subcontractors.

#### M.4.1.2

The Offeror shall include with its Proposal a minimum of three (3) Past Performance Evaluations from the Offerors client roster substantially in the form of **Attachment J.10**. Offerors will be evaluated based on their demonstrated experience with: **(i)** managing janitorial and related services for facilities with multiple on-site program services including but not limited to; medical, dental, cosmetology, educational, culinary and residential living quarters; **(ii)** supervising multiple work crews in a time-sensitive environment; **(iii)** access to the necessary equipment and labor to implement standards and perform the necessary services with a high-level of satisfaction; and **(iv)** access to the necessary technology, equipment and training in accordance with the Standard Guide for Stewardship for the Cleaning of Commercial and Institutional Buildings (ASTM E1971-19). The standard to use for this Contract is demonstrating experience with the most current standards to implement and perform the necessary services to determine if the Offeror provides a sound, compliant approach that meets the requirements of the SOW, and demonstrates a thorough knowledge and understanding of those requirements and their associated risks. This is the Offerors' opportunity to describe in detail its management approach, style, training standards and implementation of service standards.

#### M.4.1.3

The past performance assessment will assess the confidence in the Offeror's ability (which includes, if applicable, the extent of its critical subcontractors' involvement) to successfully accomplish the proposed effort based on the Offeror's demonstrated present and past work record. A critical subcontractor is defined as any subcontractor providing support for technical compliance which represents a significant out-sourced capability. The Government will evaluate the Offeror's/the critical subcontractors' demonstrated record of contract compliance in supplying services and products and that meet users' needs, including cost and schedule. Thus, if the Prime intends to sub-contract any portion of services it must also provide its subs capabilities and past performance for consideration. The recency and relevancy of the information, the source of the information, context of the information and general trends in the Contractor's performance will be considered. More recent and more relevant performance usually has a greater impact in the confidence assessment than less recent and less relevant performance. For purposes of this evaluation, recency is defined as active or completed efforts performed within the past three (3) years from the issuance date of this solicitation. The Government will perform an independent determination of relevancy of the data provided or obtained. A relevancy determination will be made for each of the

recent submitted contracts, but the Government is not bound by the Offeror's opinion of relevancy.

**M.4.2 Relevant Experience of the Contractor's Proposed Key Personnel & Staff Positions (30-Points)**

The Department desires that the Contractor's Key Personnel assigned to this project will have experience in performing the services contemplated by this RFP including **Section [C.9.2]** hereof. The availability and experience of a Contractor's Key Personnel (and other key staff) assigned to this contract will be evaluated as part of this element. Proposals should identify, at a minimum: (i) the **Operation's Manager**, (ii) the **Site Supervisor(s)/Crew Leader(s), Floor Care Specialist(s)**, and the **Janitorial Crew** staffing plans. The Offeror shall provide resumes for the Operation's Manager and Site Supervisor(s)/Crew Leader(s), detailing each person's role, relevant experience, and anticipated workload during the Contract Term and (iii) the Offeror shall submit with its proposal evidences of its intent to comply with the requirements in **Section [C.9.2], [H.8]** and **Section [H.10]** include but not limited to, the Police Clearance documentation, original ID Credential Request form and a legible copy of driver's license for each staff member to DGS for processing.

The Offeror's personnel must have the experience and, to the extent applicable, licenses to perform the required work. Toward that end, Offerors should include within the proposal a description of the staff available to perform this work and their qualifications. The positions listed below are considered to be key personnel "Key Personnel." The Contractor shall provide staff who, at a minimum, meet the listed qualifications.

**1. Operations Manager (OM):** The Contractor shall designate a qualified Operations Manager to coordinate and manage all janitorial services, staffing requirements, contract compliance and service level agreement standards for the facility through the term of the Contract. The designated OM shall be an employee of the Contractor and act on behalf of the Contractor as the main Point of Contract (POC) during the term of the contract and maintain the overall responsibility for the successful service and operations. The OM shall be available during and after hours via mobile phone. The Contractor shall ensure the OM meets the following minimum qualifications:

- xi. Possess the skills specific to the Facility;
- xii. Possess knowledge and training standards in accordance with the Standard Guide for Stewardship for the Cleaning of Commercial and Institutional Buildings (ASTM E1971-19). The OM shall be responsible for maintaining the training and adherence of the ASTM E1971-19 standards of all on-site staff include Site Supervisors/Crew Leaders.
- xiii. Possess experience in directing operation and maintenance of a commercial building for custodial services, supervisory control systems and other characteristics of custodial services to be performed and maintained under this contract,

- xiv. Demonstrated capacity to manage operations and supervise on-site staff while providing effective, efficient, and timely communication with the COTR/CA, CO, and government facility on-site staff as necessary to maintain continuous operation standards. This person shall also possess extensive experience in dealing with emergencies, including the knowledge and skill necessary to react and deliver under the pressure of emergency conditions and dispatch and guide its staff effectively, and
- xv. At least three (3) years of recent Operation's Management experience (within the past five [5] years) in directing, operating, maintaining, and providing custodial services, managing supervisory control systems and other characteristics of custodial services for a building of relevant size, type, complexity and scope within this solicitation.

**2. Site Supervisor(s)/Crew Leader(s) (SS/CL):** The Contractor's Site Supervisor(s)/Crew Leaders(s) shall serve as the primary on-site point of contact (POCs) and shall be responsible for managing and maintaining the daily janitorial service responsibilities and standards. This person(s) shall serve as an on-site point of contact to assure the dispatching of crew members and equipment as necessary and in accordance with the scheduling standards. The Contractor shall ensure the all SS/CL meet the following minimum qualifications:

- vii. The SS/CL shall have a minimum of two (2) years of experience (within the past five [5] years) on-site supervision of janitorial/custodial shifts and crews,
- viii. Possess knowledge and training standards in accordance with the Standard Guide for Stewardship for the Cleaning of Commercial and Institutional Buildings (ASTM E1971-19), and
- ix. Demonstrate capacity to deliver and provide on-going supervision at the facility during normal occupant working hours. This person shall also possess extensive experience in dealing with emergencies, including the knowledge and skill necessary to react and deliver under the pressure of emergency conditions.

**3. Floor Care Specialist(s):** shall supplement the team to provide continuous specific floor type services including stripping, waxing, and buffing services. The Offeror shall demonstrate its FCS(s) ability and past performance as it related to addressing the following expert requirements:

- i. Proven experience providing floor care services under the below conditions and demonstrated knowledge of industry standards, current technology, methods, and trends for efficient floor maintenance services:
  - a. High-traffic areas which add extra challenges to the cleaning process. High-traffic areas could include one or more of the following: stairways, lobbies, throughways, entrances and exits, primary and secondary



- hallways, and restrooms, cafeterias, elevators, manufacturing areas, or excessively busy and soiled areas,
- b. Implement of techniques to prevent soil from entering the facility,
- c. Staffing and schedule appropriately to keep high-traffic areas in good shape, and in order to maintain acceptable levels of quality, health, safety, and appearance,
- d. Prevent slips and falls
- e. Utilization and implementing of the most current industry standards related to specific floor type care.

- ii. At least one (1) year experience as a floor care specialist providing services of equivalent size, scope, and complexity.

**4. Janitors Crew Staff & Staffing Plans:** The Contractor shall maintain a sufficient number of janitorial staff/crew members to adequately provide the required services as prescribed in the SOW. The Contractor shall ensure its staff at a minimum can:

- ix. Perform the required services in a skillful and workmanlike manner,
- x. Maintain a familiarity with federal and District laws and regulations and the acceptable industry standards,
- xi. Possess and maintain skill set to provide comprehensive, continuous, quality cleaning services, and
- xii. Possess current certification in training and safety including the proper use of equipment and adherence to all safety rules and regulations and shall not create any hazardous or unsafe conditions while performing work under the contract.

**M.4.3**

**Daily Operations Management Plan**

**(20-Points)**

Offerors are required to submit a Daily Operation Plan along with their proposals. The Daily Operation Plan should clearly explain how the Offeror will manage the organization, logistics, staffing and ASTM regulations as well as industry standards for cleaning of commercial and institutional buildings. Offerors are also required to describe and confirm that they understand the staffing security requirements outlined in **Section [C.9.2], [H.8] and Section [H.10]**. It should clearly demonstrate its knowledge of the process and impediments that must be overcome in order to ensure both, sufficient staffing will be provided, and its methodology and implementation process for quality control surveillance and corrective action guaranteeing delivery of service level stands as described herein. At a minimum, this Daily Operation Plan shall identify the following:

- (i) **Key Personnel:** and their specific roles in managing and executing the services level standards;
  - a. description of the Offeror's Key Personal daily job responsibilities (e.g. (i) the Operation's Manager, (ii) the Site Supervisor(s)/Crew Leader(s), (iii) Floor Care Specialist(s), and (iv) the Janitorial Crew staff, and
  - b. Staffing levels and schedules which clearly summarize a day-in-the life of the facility janitorial operations.

- (ii) **Daily Operation Plan (DOP)**: The Contractor shall provide a plan detailing how services will be provided day-to-day. The DOP should clearly explain the Contractor's approach and methodology for managing staffing and providing the services. It should demonstrate a knowledge of the requirements of **Section [C]** and impediments that must be overcome and ensure that sufficient staffing will be provided, and service level standards will be met. At a minimum, the plan should:
  - a. Identify the key personnel and their specific roles in providing the services;
  - b. Describe the key challenges inherent in this contract and explain how they will be overcome or mitigated; and
  - c. Address all aspects of ensuring and sustaining a quality control plan per the requirements of the contract. The Department will also consider the experience the Contractor's team has working together on similar projects.
  
- (iii) **Environmental Health and Safety Plan**: description of the Offerors' EHS Plan shall include at a minimum:
  - a. an acceptable plan will describe an effective process, controls, and the implementation system,
  - b. a description of how the Offeror's team will manage all our activities in a manner that meets or exceeds compliance with all applicable regulations,
  - c. protect and enhance the environment and assure the health and safety of the facility, residents, staff and public,
  - d. description of how the Offerors team will manage and minimize potential liability exposure in environmental, health and safety areas, and
  - e. how the Offeror will develop team players who share a positive global view with the skills and willingness to perform all necessary tasks and who assume responsibility for their actions regarding EHS matters.
  
- (iv) **Exposure/Pandemic Control Plan**: The Exposure/Pandemic Control Plan at a minimum shall outline the following:
  - a. How the Offeror's team will be trained and deployed to respond to a potential pandemic exposure risk,
  - b. How the team will be trained and deployed to stop, slow, or otherwise limit the spread of a pandemic within the facility,
  - c. how the Offeror's team will be trained and deployed to limit the spread of a pandemic, and mitigate disease within the facility, and
  - d. how the Offeror's team will be trained and deployed to sustain operational infrastructure and mitigate impact to facility operations as well as the Offeror's team operation.
  
- (v) **Green Cleaning Plan and Supplies**: The Offeror shall provide a summary and outline of its green cleaning and supply usage program and shall specifically address a minimum of the following:

- a. list of environmentally preferable chemicals, tools, and equipment the Offeror will utilize under the resulting Contract,
- b. Supply inventory management process and controls,
- c. outline of green cleaning procedures, materials, and services that are within the project and site management's control,
- d. the standard operating procedures addressing how an effective cleaning program will be consistently used, managed, and audited,
- e. address protection of vulnerable building occupants during cleaning,
- f. strategies for promoting the conservation of energy, water, and chemicals used for cleaning, and
- g. strategies for promoting and improving hand hygiene.

(vi) **Hazardous Materials Plan:**

- a. guidelines addressing the safe handling and storage of cleaning chemicals used in the building, including a plan for managing hazardous spills and mishandling incidents,
- b. strategies for reducing the toxicity of the chemicals used for laundry, ware washing, and other cleaning activities, and
- c. the policy regarding hazards of use, disposal, and recycling of cleaning chemicals, dispensing equipment, and packages.

(vii) **Quality Control Plan (QCP):** as must identify an acceptable approach and those actions employed to ensure compliance with quality and control standards in the SOW. Describe in detail how the Contractor will assure the task are complete timely and to the service level standards identified in the SOW including but not limited to:

- a. the quality system management and responsibilities,
- b. project quality assurance/quality control plan,
- c. management of the contract specifications,
- d. services standard controls,
- e. project-specific quality standards,
- f. process controls
- g. inspections and testing procedures,
- h. nonconformance and correction action processes,
- i. preventive actions,
- j. quality system audits, and
- k. record and document controls,

(viii) **Risk Management:** include an acceptable plan that clearly identify and address specific risks inherent to the nature of the services required and specified that may impact this program and its successful implementation and long-term management. The plan must demonstrate the ability to identify specific quantitative and qualitative risks and effective mitigation strategies that demonstrate the clear ability to ensure uninterrupted performance at the required

level service. The plan must also provide detail regarding subcontractor and vendor management.

(ix) **Strike Contingency Plan:**

- a. Outline the Offeror's work performance standards and requirements for its custodial personnel,
- b. address contingency planning to manage staffing shortages under a variety of conditions to ensure that basic cleaning services are met, and critical cleaning needs are addressed,
- c. include a process to obtain occupant and custodial staff input and feedback after contingency plans are implemented, and
- d. provide the Offerors, timing, and frequency of training for custodial personnel in accordance with industry standards and the ASTM E1971-19 regulations for stewardship for the cleaning of commercial and institutional buildings.

(x) **Transition of Services:** an acceptable transition plan must identify all actions required for successful implementation of this contract in accordance with the SOW including phase-in and contract close-out, phase-out services. The transition plan must provide dates after receipt of award, significant actions, identify actions that may require Government support, and completion of all actions with a specific date for the beginning of acceptance of orders from the Government. An acceptable implantation plan will include how the daily operations plan will be established, implemented, and regulated throughout the contract life to close-out.

(xi) **Customer Service:** an acceptable plan will identify the means by which customer service is to include but not limited to timely response to standard and supplemental service request and or complaints regarding service. The customer service plan shall also address how the offeror will ensure the availability of crews, timely completion of Report Delivery and Data upload to 4tell, and the Contractor's overall methodology and approach to provide world-class customer service.

(xii) **Communication Plan:** an acceptable plan will identify the method of communication between the Offeror's Operation's Manager, Site Supervisor(s)/Crew Leader(s), Floor Care Specialist(s), Janitorial Crew staff and the COTR/CA and or CO. The plan shall identify at a minimum the following:

- a. Point of Contracts list including names and phone numbers,
- b. organization chart
- c. post award meeting plans
- d. regular quality control meeting plans,
- e. internal staffing meeting cadence,
- f. dissemination of correction action to Offerors staff
- g. methods of record keeping, and
- h. communication geared to reinforce a quality culture

**M.5 PRICE EVALUATION FACTOR (20-Points Maximum)**

The price evaluation will be objective. The offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times \text{weight} = \text{Evaluated price score}$$

**M.6 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.9.1 (12-Points Maximum)**

**M.7 TOTAL POINTS (112 Points Maximum)**

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

EVALUATION CRITERIA	MAXIMUM ALLOWABLE POINTS
<b>Criteria A:</b> Technical Evaluation	80
<b>Criteria B:</b> Price	20
<b>Criteria C:</b> DSLBD CBE Preference Points	Up-to 12
<b>TOTAL MAXIMUM POINTS ALLOWABLE</b>	<b>112</b>

**M.8 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.9 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES**

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

**M.9.1 Application of Preferences**

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

**M.9.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the DSLBD will receive the addition of three points on a 100-point scale added to the overall score.

- M.9.1.2 Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score.
- M.9.1.3 Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score.
- M.9.1.4 Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.9.1.5 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 points on a 100-point scale added to the overall score.
- M.9.1.6 Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.9.1.7 Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.9.1.8 Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.

**M.9.2**     **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.9.3**     **Preferences for Certified Joint Ventures** – *RESERVED [Intentionally Omitted]*

**M.9.4**     **Verification of Offeror’s Certification as a Certified Business Enterprise**

**M.9.4.1** Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The CO will verify the offeror’s certification with DSLBD, and the offeror should not submit with its proposal any additional documentation regarding its certification as a certified business enterprise.

**M.9.4.2** Any vendor seeking certification in order to receive preferences under this solicitation should contact the:

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

**M.9.4.3** All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

**M.10** **EVALUATION OF PROMPT PAYMENT DISCOUNT**

**M.10.1** 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.10.2** 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.