

SECTION A AWARD/CONTRACT				1. Caption		Page of Pages	
				Routine & Supplemental Janitorial Services for Fire & Emergency Medical Services Department		1	119
2. Contract Number		3. Effective Date		4. Requisition/Purchase Request/Project No.			
DCAM-23-NC-RFP-0002		See Block 20C		PR-010456, RK225262			
5. Issued By: <u>Domonique L. Banks CO</u>			Code	6. Administered by (If other than line 5) <u>Ashley Willis, Contract Specialist</u>			
Department of General Services Contracts and Procurement Division 2000 14 th Street, 4 th Washington, DC 20009				Department of General Services Contracts and Procurement Division 2000 14 th Street, 4 th Floor Washington, DC 20009			
8. Name and Address of Contractor (No. street, city, county, state, and Zip Code)				8. Delivery			
				<input checked="" type="checkbox"/> FOB Origin Other (See Schedule Section F)			
				9. Discount for prompt payment Net thirty (30) Days			
				10. Submit invoices to the Address shown in item 6 (2 copies unless otherwise specified)		<input type="checkbox"/>	Item 6
Code		Facility					
11. Ship to/Mark For			Code	12. Payment will be made by			Code
13. Acknowledgement of Amendments The Offeror acknowledges receipt of amendments to the Solicitation. <input checked="" type="checkbox"/> Signature _____				14. Accounting and Appropriation Data ENCUMBRANCE CODE:			
15A. Item	15B. Supplies/Services	15C. EST HOURS	15D. UNIT	15E. FIXED RATES	15F. EXT TOTAL		
0001-0041	Firm-Fixed Monthly Service Rate		EA				
0042-0057	On-Call and Supplemental Services Rate	1	EA	Multiple	NTE \$200,00		
TOTAL CONTRACT VALUE							
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	X	I	Contract Clauses	83-95
X	B	Supplies or Services and Price/Cost	2-14	X	PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS		
X	C	Description/Specifications/Work Statement	15-54	X	J	List of Attachments	96
X	D	Packaging and Marking	55	PART IV – REPRESENTATIONS AND INSTRUCTIONS			
X	E	Inspection and Acceptance	56	X	K	Representations, Certifications and Other statements of Offerors	97-99
X	F	Deliveries or Performance	57-58				
X	G	Contract Administration data	59-66	X	L	Instructions, conditions & notices to offerors	100-108
X	H	Special Contract Requirements	67-82	X	M	Evaluation factors for award	109-119
PROCUREMENT SCHEDULE							
ISSUE DATE		THURSDAY, APRIL 27, 2023					
PRE-PROPOSAL CONFERENCE		SECTION [L.18] 2:00 P.M. EST ON THURSDAY MAY 4, 2023					
SITE VISIT		SECTION [L.19] 10:00 A.M. EST ON MONDAY MAY 15, 2023 10:00 A.M. EST ON TUESDAY MAY 16, 2023					
QUESTIONS		SECTION [L.5] ELECTRONIC SUBMISSION OF RFI VIA VENDOR SUBMISSION PORTAL ON WEDNESDAY, MAY 17, 2023					
PROPOSAL SUBMISSION DATE		SECTION [L.4] ELECTRONIC SUBMISSION PROPOSAL VIA VENDOR SUBMISSION PORTAL 2:00 P.M. EST THURSDAY, JUNE 1, 2023					
17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) The 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. (Exhibits are listed herein.)				18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number DCAM-23-NC-RFP-0002 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 Contractor (Type or print)				20A. Name of Contracting Officer			
				Domonique L. Banks Contracting Officer, Supervisory Contract Specialist			
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”), acting by and through its Department of General Services (“DGS” or the “Department”) Division of Contracts and Procurement, on behalf of the Department of Fire And Emergency Medical Services, collectively the “District”, seeks to engage a single qualified Contractor under Special Item Number (SINS) 9103900: Janitorial/Custodial Services, and 9586300: Janitorial Management Services to provide routine and related supplemental janitorial services for District owned and leased facilities utilized by Fire and Emergency Medical Service (FEMS). All services shall be conducted in accordance with the Scope of Work **Section [C]** of this Request for Proposals (“**RFP**”), the District of Columbia's Department of General Services Standard Contract Provisions (“**SCP**”) for Supplies and Service Contracts, January 2016 **Exhibit E.1**, and other associated Contract Exhibits and Solicitation Attachments listed in **Section [J]** of this RFP and the proposed Contract.
- B.1.1** The awarded Contractor shall provide all management, tools, equipment, travel to and from work sites, and all else necessary to successfully provide janitorial services for FEMS as contemplated hereunder. The proposed Contract will have a term beginning with a Base Period (“**BP**”) effective date of award through September 30 of the respective fiscal year and include up to four (4) one (1) year Option Periods (“**OP**”). The total length of the proposed Contract will not exceed five (5) years in accordance with **Section [F.2.4]**.
- B.2** **TYPE OF CONTRACT.** Pursuant to the District of Columbia Procurement Practices Reform Act (“**PPRA**”) 2010, Section 403 Competitive Sealed Proposals, and in accordance with Title 27 DCMR, Chapter 24, 2402 Fixed-Price Contract with a cost reimbursement component for the specified supplemental janitorial services. The Department awards a Fixed-price Contract based on firm, fixed, and fully loaded monthly service rates, per location identified under CLINS [Base Period: 0001 – 0053], [Option Year-1 1001 – 1053], [Option Year-2 2001-2053], [Option Year-3 3001-3053], [Option Year-4 4001-4053].
- B.3** **AGGREGATE GROUP OR INDIVIDUAL ITEM – *RESERVED [Intentionally Omitted]***
- B.4** **PRICE / LABOR RATE SCHEDULE**
- The firm-fixed, fully loaded monthly services rates identified in **Section [B.4.1]**, **CLIN [0001 – 0041]**, and those firm-fixed per service type rates for Supplemental Services, **CLIN [0042-0057]** 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, tools, equipment (rentals and or owned), 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; all else

necessary to perform the work as described hereunder, as is reasonably inferred, to perform all work in accordance with the deliverables to provide the District with safe and proper provision of required services described herein. *The Contractor agrees and acknowledges that it shall be in compliance with the most current wage requirements.*

B.4.1 Bid Form/Labor Rate Schedule – Exhibit E.4

[THE BELOW TABLE IS FOR REFERENCE ONLY – PRICE PROPOSALS SHALL BE SUBMITTED SUBSTANTIALLY IN THE FORM OF EXHIBIT E.4]

B.4.1.1 Base Period – Routine Services

CLIN	SERVICE LEVEL			LOCATION	BUILDING SQ. FOOTAGE	FIXED MONTHLY RATE	QTY	EXTENDED COST
	SPEC.	BAT.	STATION					
0001	PSRN - 1	B1	E6	1300 New Jersey Avenue N.W.	18,432		3	\$ -
0002	PSRN - 1	B1	E10	1342 Florida Avenue N.E.	9,781		3	\$ -
0003	PSRN - 1	B1	E12	2225 5th Street N.E.	15,913		3	\$ -
0004	PSRN - 1	B1	E14	4801 North Capital Street N.E.	7,500		3	\$ -
0005	PSRN - 1	B1	E17	1227 Monroe Street N.E.	5,500		3	\$ -
0006	PSRN - 1	B1	E26	1340 Rhode Island Avenue N.E.	8,936		3	\$ -
0007	PSRN - 2	B1	FACILITY	2215 Adams Place N.E.	27,688		3	\$ -
0008	PSRN - 2	B1	RR	2219 Adams Place N.E.	18,900		3	\$ -
0009	PSRN - 2	B1	WAREHOUSE	3170 V Street N.E.	43,740		3	\$ -
0010	PSRN - 1	B2	E7	1101 Half Street S.W.	7,590		3	\$ -
0011	PSRN - 1	B2	E8	1520 C Street S.E.	9,941		3	\$ -
0012	PSRN - 1	B2	E18	414 8th Street S.E.	13,224		3	\$ -
0013	PSRN - 1	B2	E27	4409 Minnesota Ave N.E.	9,386		3	\$ -
0014	PSRN - 1	B2	E30	50 49th Street N.E.	11,143		3	\$ -
0015	PSRN - 3	B2	FLEET MAINT.	1103 Half Street S.W.	52,410		3	\$ -
0016	PSRN - 1	B3	E15	2101 14th Street S.E.	10,577		3	\$ -
0017	PSRN - 1	B3	E19	2813 Pennsylvania Avenue S.E.	9,062		3	\$ -
0018	PSRN - 1	B3	E25	3203 Martin Luther King Ave. S.E.	9,184		3	\$ -
0019	PSRN - 1	B3	E32	2425 Irving Street S.E.	9,816		3	\$ -
0020	PSRN - 1	B3	E33	101 Atlantic Street S.E.	14,519		3	\$ -
0021	PSRN - 1	B3	TRAINING-UPPER	4600 Shepherd Parkway S.W.	15,816		3	\$ -
0022	PSRN - 1	B3	TRAINING-LOWER	4600 Shepherd Parkway S.W.	14,666		3	\$ -
0023	PSRN - 1	B3	TRAINING-REHAB	4600 Livingston Ave. S.E.	11,213		3	\$ -
0024	PSRN - 1	B4	E4	2531 Sherman Avenue N.W.	19,315		3	\$ -
0025	PSRN - 1	B4	E9	1617 U Street N.W.	10,151		3	\$ -
0026	PSRN - 1	B4	E11	3420 14th Street N.W.	14,219		3	\$ -
0027	PSRN - 1	B4	E22	6825 Georgia Avenue N.W.	11,648		3	\$ -
0028	PSRN - 1	B4	E24	5101 Georgia Avenue N.W.	17,772		3	\$ -
0029	PSRN - 1	B5	E5	3412 Dent Place N.W.	7,096		3	\$ -
0030	PSRN - 1	B5	E20	4300 Wisconsin Avenue N.W.	13,044		3	\$ -
0031	PSRN - 1	B5	E21	1763 Lanier Place N.W.	8,925		3	\$ -
0032	PSRN - 1	B5	E28	3522 Connecticut Avenue N.W.	6,830		3	\$ -
0033	PSRN - 1	B5	E29	4811 MacArthur Blvd N.W.	13,363		3	\$ -
0034	PSRN - 1	B5	E31	4930 Connecticut Avenue N.W.	8,172		3	\$ -
0035	PSRN - 1	B6	E1	2225 M Street N.W.	14,703		3	\$ -
0036	PSRN - 1	B6	E2	500 F Street N.W.	35,241		3	\$ -
0037	PSRN - 1	B6	E3	439 New Jersey Avenue N.W.	11,836		3	\$ -
0038	PSRN - 1	B6	E13	501 4th St. S.W.	9,684		3	\$ -
0039	PSRN - 1	B6	E16	1018 13th Street N.W.	25,634		3	\$ -
0040	PSRN - 1	B6	E23	2119 G Street N.W.	7,732		3	\$ -
0041	PSRN - 1	B6	HARBOR	550 Water Street	3,789		3	\$ -

SUBTOTAL | ROUTINE SERVICES \$ -

B.4.1.1.1 Base Period – Supplemental Services

PSNR-OC FACILITIES | Facility to be cleaned on an on-call basis; FEMS will provide 24-hour advance notice unless emergency cleanup is required.

CLIN	SERVICE LEVEL SPEC.	BATT.	STATION	LOCATION	BUILDING SQ. FOOTAGE	FIXED RATE PER OCCURANCE	QTY	EXTENDED COST
0042	PSRN - OC	B2	FIRE PREV	1100 4TH Street, S.W. Suite 700	8,550		1	\$ -
0043	PSRN - OC	B2	RR-EAST	4201 Minnesota Ave N.E.	7,978		1	\$ -
0044	PSRN - OC	B4	TRAINING-NORTH	5760 Georgia Avenue N.W.	15,000		1	\$ -
0045	PSRN - OC	B4	RR-NORTH	915 Gallatin Street N.W.	22,943		1	\$ -
0046	PSRN - OC	B4	SPEC. OPS	1338 Park Road N.W.	7,200		1	\$ -
0047	PSRN - OC	B4	HQ	2000 14th Street, N.W. 20009-6211, Suite 500	21,300		1	\$ -

SUBTOTAL | ON-CALL PSNR-OC FACILITY SERVICES \$ -

SUPPLEMENTAL SERVICES

CLIN	SERVICE DESCRIPTION	UOM	Unit Cost Requested	FIXED RATE	QTY	EXTENDED COST
0048	MONTHLY BED MATTRESS STEAM CLEANING	MONTHLY	\$/BED		1	\$ -
0049	SEMI-ANNUAL WIPE DOWN OF PERSONNEL DUTY LOCKERS	SEMI-ANNUAL	LUMP SUM		1	\$ -
0050	SEMI-ANNUAL CLEANING OF THE LOCKERS IN THE LOCKER ROOM	SEMI-ANNUAL	LUMP SUM		1	\$ -
0051	ANNUAL POWER WASHING OF BUILDING ENTRY/EXIT POINTS AND LOADING DOCK	ANNUAL	\$/SF		1	\$ -
0052	ANNUAL EXTERIOR WINDOW CLEANING	ANNUAL	\$/WINDOW		1	\$ -
0053	ANNUAL CLEANING OF THE CARPETED AREAS (CARPET CLEANING)	ANNUAL	\$/SF		1	\$ -
0054	ANNUAL CLEANING OF THE CANOPIES	ANNUAL	LUMP SUM		1	\$ -
0055	ANNUAL STRIPPING, SEALING, AND WAXING OF THE VCT AREAS	ANNUAL	\$/SF		1	\$ -
0056	ANNUAL KITCHEN DEEP CLEANING	ANNUAL	LUMP SUM		1	\$ -
0057	ANNUAL BATHROOM/SHOWER WALL AND FLOOR CERAMIC TILE SCRUBBING & STEAM CLEANING	ANNUAL	\$/SF		1	\$ -

SUTOTAL | SUPPLEMENTAL SERVICES \$ -

B.4.1.2 OY1 – Routine Services

CLIN	SERVICE LEVEL			STATION	LOCATION	BUILDING SQ. FOOTAGE	FIXED MONTHLY		EXTENDED COST
	SPEC.	BATT.	BATT.				RA	QTY	
1001	PSRN - 1	B1	E6		1300 New Jersey Avenue N.W.	18,432		12	\$ -
1002	PSRN - 1	B1	E10		1342 Florida Avenue N.E.	9,781		12	\$ -
1003	PSRN - 1	B1	E12		2225 5th Street N.E.	15,913		12	\$ -
1004	PSRN - 1	B1	E14		4801 North Capital Street N.E.	7,500		12	\$ -
1005	PSRN - 1	B1	E17		1227 Monroe Street N.E.	5,500		12	\$ -
1006	PSRN - 1	B1	E26		1340 Rhode Island Avenue N.E.	8,936		12	\$ -
1007	PSRN - 2	B1	FACILITY		2215 Adams Place N.E.	27,688		12	\$ -
1008	PSRN - 2	B1	RR		2219 Adams Place N.E.	18,900		12	\$ -
1009	PSRN - 2	B1	WAREHOUSE		3170 V Street N.E.	43,740		12	\$ -
1010	PSRN - 1	B2	E7		1101 Half Street S.W.	7,590		12	\$ -
1011	PSRN - 1	B2	E8		1520 C Street S.E.	9,941		12	\$ -
1012	PSRN - 1	B2	E18		414 8th Street S.E.	13,224		12	\$ -
1013	PSRN - 1	B2	E27		4409 Minnesota Ave N.E.	9,386		12	\$ -
1014	PSRN - 1	B2	E30		50 49th Street N.E.	11,143		12	\$ -
1015	PSRN - 3	B2	FLEET MAINT.		1103 Half Street S.W.	52,410		12	\$ -
1016	PSRN - 1	B3	E15		2101 14th Street S.E.	10,577		12	\$ -
1017	PSRN - 1	B3	E19		2813 Pennsylvania Avenue S.E.	9,062		12	\$ -
1018	PSRN - 1	B3	E25		3203 Martin Luther King Ave. S.E.	9,184		12	\$ -
1019	PSRN - 1	B3	E32		2425 Irving Street S.E.	9,816		12	\$ -
1020	PSRN - 1	B3	E33		101 Atlantic Street S.E.	14,519		12	\$ -
1021	PSRN - 1	B3	TRAINING-UPPER		4600 Shepherd Parkway S.W.	15,816		12	\$ -
1022	PSRN - 1	B3	TRAINING-LOWER		4600 Shepherd Parkway S.W.	14,666		12	\$ -
1023	PSRN - 1	B3	TRAINING-REHAB		4600 Livingston Ave. S.E.	11,213		12	\$ -
1024	PSRN - 1	B4	E4		2531 Sherman Avenue N.W.	19,315		12	\$ -
1025	PSRN - 1	B4	E9		1617 U Street N.W.	10,151		12	\$ -
1026	PSRN - 1	B4	E11		3420 14th Street N.W.	14,219		12	\$ -
1027	PSRN - 1	B4	E22		6825 Georgia Avenue N.W.	11,648		12	\$ -
1028	PSRN - 1	B4	E24		5101 Georgia Avenue N.W.	17,772		12	\$ -
1029	PSRN - 1	B5	E5		3412 Dent Place N.W.	7,096		12	\$ -
1030	PSRN - 1	B5	E20		4300 Wisconsin Avenue N.W.	13,044		12	\$ -
1031	PSRN - 1	B5	E21		1763 Lanier Place N.W.	8,925		12	\$ -
1032	PSRN - 1	B5	E28		3522 Connecticut Avenue N.W.	6,830		12	\$ -
1033	PSRN - 1	B5	E29		4811 MacArthur Blvd N.W.	13,363		12	\$ -
1034	PSRN - 1	B5	E31		4930 Connecticut Avenue N.W.	8,172		12	\$ -
1035	PSRN - 1	B6	E1		2225 M Street N.W.	14,703		12	\$ -
1036	PSRN - 1	B6	E2		500 F Street N.W.	35,241		12	\$ -
1037	PSRN - 1	B6	E3		439 New Jersey Avenue N.W.	11,836		12	\$ -
1038	PSRN - 1	B6	E13		501 4th St. S.W.	9,684		12	\$ -
1039	PSRN - 1	B6	E16		1018 13th Street N.W.	25,634		12	\$ -
1040	PSRN - 1	B6	E23		2119 G Street N.W.	7,732		12	\$ -
1041	PSRN - 1	B6	HARBOR		550 Water Street	3,789		12	\$ -
SUBTOTAL ROUTINE SERVICES									\$ -

B.4.1.2.1 OY1 – Supplemental Services

PSNR-OC FACILITIES | Facility to be cleaned on an on-call basis; FEMS will provide 24-hour advance notice unless emergency cleanup is required.

CLIN	SERVICE LEVEL	BATT.	STATION	LOCATION	BUILDING SQ. FOOTAGE	FIXED RATE PER OCCURANCE	QTY	EXTENDED COST	
1042	PSRN - OC	B2	FIRE PREV	1100 4TH Street, S.W. Suite 700	8,550		1	\$ -	
1043	PSRN - OC	B2	RR-EAST	4201 Minnesota Ave N.E.	7,978		1	\$ -	
1044	PSRN - OC	B4	TRAINING-NORTH	5760 Georgia Avenue N.W.	15,000		1	\$ -	
1045	PSRN - OC	B4	RR-NORTH	915 Gallatin Street N.W.	22,943		1	\$ -	
1046	PSRN - OC	B4	SPEC. OPS	1338 Park Road N.W.	7,200		1	\$ -	
1047	PSRN - OC	B4	HQ	2000 14th Street, N.W. 20009-6211, Suite 500	21,300		1	\$ -	
SUBTOTAL ON-CALL PSNR-OC FACILITY SERVICES									\$ -

SUPPLEMENTAL SERVICES

CLIN	SERVICE DESCRIPTION	UOM	Unit Cost Requested	FIXED RATE	QTY	EXTENDED COST
1048	MONTHLY BED MATTRESS STEAM CLEANING	MONTHLY	\$/BED		1	\$ -
1049	SEMI-ANNUAL WIPE DOWN OF PERSONNEL DUTY LOCKERS	SEMI-ANNUAL	LUMP SUM		1	\$ -
1050	SEMI-ANNUAL CLEANING OF THE LOCKERS IN THE LOCKER ROOM	SEMI-ANNUAL	LUMP SUM		1	\$ -
1051	ANNUAL POWER WASHING OF BUILDING ENTRY/EXIT POINTS AND LOADING DOCK	ANNUAL	\$/SF		1	\$ -
1052	ANNUAL EXTERIOR WINDOW CLEANING	ANNUAL	\$/WINDOW		1	\$ -
1053	ANNUAL CLEANING OF THE CARPETED AREAS (CARPET CLEANING)	ANNUAL	\$/SF		1	\$ -
1054	ANNUAL CLEANING OF THE CANOPIES	ANNUAL	LUMP SUM		1	\$ -
1055	ANNUAL STRIPPING, SEALING, AND WAXING OF THE VCT AREAS	ANNUAL	\$/SF		1	\$ -
1056	ANNUAL KITCHEN DEEP CLEANING	ANNUAL	LUMP SUM		1	\$ -
1057	ANNUAL BATHROOM/SHOWER WALL AND FLOOR CERAMIC TILE SCRUBBING & STEAM CLEANING	ANNUAL	\$/SF		1	\$ -

SUTOTAL | SUPPLEMENTAL SERVICES \$ -

B.4.1.3 OY2 – Routine Services

CLIN	SERVICE LEVEL			LOCATION	BUILDING SQ. FOOTAGE	FIXED MONTHLY RATE	QTY	EXTENDED COST
	SPEC.	BATT.	STATION					
2001	PSRN - 1	B1	E6	1300 New Jersey Avenue N.W.	18,432		12	\$ -
2002	PSRN - 1	B1	E10	1342 Florida Avenue N.E.	9,781		12	\$ -
2003	PSRN - 1	B1	E12	2225 5th Street N.E.	15,913		12	\$ -
2004	PSRN - 1	B1	E14	4801 North Capital Street N.E.	7,500		12	\$ -
2005	PSRN - 1	B1	E17	1227 Monroe Street N.E.	5,500		12	\$ -
2006	PSRN - 1	B1	E26	1340 Rhode Island Avenue N.E.	8,936		12	\$ -
2007	PSRN - 2	B1	FACILITY	2215 Adams Place N.E.	27,688		12	\$ -
2008	PSRN - 2	B1	RR	2219 Adams Place N.E.	18,900		12	\$ -
2009	PSRN - 2	B1	WAREHOUSE	3170 V Street N.E.	43,740		12	\$ -
2010	PSRN - 1	B2	E7	1101 Half Street S.W.	7,590		12	\$ -
2011	PSRN - 1	B2	E8	1520 C Street S.E.	9,941		12	\$ -
2012	PSRN - 1	B2	E18	414 8th Street S.E.	13,224		12	\$ -
2013	PSRN - 1	B2	E27	4409 Minnesota Ave N.E.	9,386		12	\$ -
2014	PSRN - 1	B2	E30	50 49th Street N.E.	11,143		12	\$ -
2015	PSRN - 3	B2	FLEET MAINT.	1103 Half Street S.W.	52,410		12	\$ -
2016	PSRN - 1	B3	E15	2101 14th Street S.E.	10,577		12	\$ -
2017	PSRN - 1	B3	E19	2813 Pennsylvania Avenue S.E.	9,062		12	\$ -
2018	PSRN - 1	B3	E25	3203 Martin Luther King Ave. S.E.	9,184		12	\$ -
2019	PSRN - 1	B3	E32	2425 Irving Street S.E.	9,816		12	\$ -
2020	PSRN - 1	B3	E33	101 Atlantic Street S.E.	14,519		12	\$ -
2021	PSRN - 1	B3	TRAINING-UPPER	4600 Shepherd Parkway S.W.	15,816		12	\$ -
2022	PSRN - 1	B3	TRAINING-LOWER	4600 Shepherd Parkway S.W.	14,666		12	\$ -
2023	PSRN - 1	B3	TRAINING-REHAB	4600 Livingston Ave. S.E.	11,213		12	\$ -
2024	PSRN - 1	B4	E4	2531 Sherman Avenue N.W.	19,315		12	\$ -
2025	PSRN - 1	B4	E9	1617 U Street N.W.	10,151		12	\$ -
2026	PSRN - 1	B4	E11	3420 14th Street N.W.	14,219		12	\$ -
2027	PSRN - 1	B4	E22	6825 Georgia Avenue N.W.	11,648		12	\$ -
2028	PSRN - 1	B4	E24	5101 Georgia Avenue N.W.	17,772		12	\$ -
2029	PSRN - 1	B5	E5	3412 Dent Place N.W.	7,096		12	\$ -
2030	PSRN - 1	B5	E20	4300 Wisconsin Avenue N.W.	13,044		12	\$ -
2031	PSRN - 1	B5	E21	1763 Lanier Place N.W.	8,925		12	\$ -
2032	PSRN - 1	B5	E28	3522 Connecticut Avenue N.W.	6,830		12	\$ -
2033	PSRN - 1	B5	E29	4811 MacArthur Blvd N.W.	13,363		12	\$ -
2034	PSRN - 1	B5	E31	4930 Connecticut Avenue N.W.	8,172		12	\$ -
2035	PSRN - 1	B6	E1	2225 M Street N.W.	14,703		12	\$ -
2036	PSRN - 1	B6	E2	500 F Street N.W.	35,241		12	\$ -
2037	PSRN - 1	B6	E3	439 New Jersey Avenue N.W.	11,836		12	\$ -
2038	PSRN - 1	B6	E13	501 4th St. S.W.	9,684		12	\$ -
2039	PSRN - 1	B6	E16	1018 13th Street N.W.	25,634		12	\$ -
2040	PSRN - 1	B6	E23	2119 G Street N.W.	7,732		12	\$ -
2041	PSRN - 1	B6	HARBOR	550 Water Street	3,789		12	\$ -
SUBTOTAL ROUTINE SERVICES								\$ -

B.4.1.3.1 OY2 – Supplemental Services

PSNR-OC FACILITIES | Facility to be cleaned on an on-call basis; FEMS will provide 24-hour advance notice unless emergency cleanup is required.

CLIN	SERVICE LEVEL SPEC.	BATT.	STATION	LOCATION	BUILDING SQ. FOOTAGE	FIXED RATE PER OCCURANCE	QTY	EXTENDED COST
2042	PSRN - OC	B2	FIRE PREV	1100 4TH Street, S.W. Suite 700	8,550		1	\$ -
2043	PSRN - OC	B2	RR-EAST	4201 Minnesota Ave N.E.	7,978		1	\$ -
2044	PSRN - OC	B4	TRAINING-NORTH	5760 Georgia Avenue N.W.	15,000		1	\$ -
2045	PSRN - OC	B4	RR-NORTH	915 Gallatin Street N.W.	22,943		1	\$ -
2046	PSRN - OC	B4	SPEC. OPS	1338 Park Road N.W.	7,200		1	\$ -
2047	PSRN - OC	B4	HQ	2000 14th Street, N.W. 20009-6211, Suite 500	21,300		1	\$ -
SUBTOTAL ON-CALL PSNR-OC FACILITY SERVICES								\$ -

SUPPLEMENTAL SERVICES

CLIN	SERVICE DESCRIPTION	UOM	Unit Cost Requested	FIXED RATE	QTY	EXTENDED COST
2048	MONTHLY BED MATTRESS STEAM CLEANING	MONTHLY	\$/BED		1	\$ -
2049	SEMI-ANNUAL WIPE DOWN OF PERSONNEL DUTY LOCKERS	SEMI-ANNUAL	LUMP SUM		1	\$ -
2050	SEMI-ANNUAL CLEANING OF THE LOCKERS IN THE LOCKER ROOM	SEMI-ANNUAL	LUMP SUM		1	\$ -
2051	ANNUAL POWER WASHING OF BUILDING ENTRY/EXIT POINTS AND LOADING DOCK	ANNUAL	\$/SF		1	\$ -
2052	ANNUAL EXTERIOR WINDOW CLEANING	ANNUAL	\$/WINDOW		1	\$ -
2053	ANNUAL CLEANING OF THE CARPETED AREAS (CARPET CLEANING)	ANNUAL	\$/SF		1	\$ -
2054	ANNUAL CLEANING OF THE CANOPIES	ANNUAL	LUMP SUM		1	\$ -
2055	ANNUAL STRIPPING, SEALING, AND WAXING OF THE VCT AREAS	ANNUAL	\$/SF		1	\$ -
2056	ANNUAL KITCHEN DEEP CLEANING	ANNUAL	LUMP SUM		1	\$ -
2057	ANNUAL BATHROOM/SHOWER WALL AND FLOOR CERAMIC TILE SCRUBBING & STEAM CLEANING	ANNUAL	\$/SF		1	\$ -

SUTOTAL | SUPPLEMENTAL SERVICES \$ -

B.4.1.4 OY3 – Routine Services

SERVICE LEVEL				STATION	LOCATION	BUILDING SQ. FOOTAGE	FIXED MONTHLY RATE	QTY	EXTENDED COST
CLIN	SPEC.	BATT.							
3001	PSRN - 1	B1	E6		1300 New Jersey Avenue N.W.	18,432		12	\$ -
3002	PSRN - 1	B1	E10		1342 Florida Avenue N.E.	9,781		12	\$ -
3003	PSRN - 1	B1	E12		2225 5th Street N.E.	15,913		12	\$ -
3004	PSRN - 1	B1	E14		4801 North Capital Street N.E.	7,500		12	\$ -
3005	PSRN - 1	B1	E17		1227 Monroe Street N.E.	5,500		12	\$ -
3006	PSRN - 1	B1	E26		1340 Rhode Island Avenue N.E.	8,936		12	\$ -
3007	PSRN - 2	B1	FACILITY		2215 Adams Place N.E.	27,688		12	\$ -
3008	PSRN - 2	B1	RR		2219 Adams Place N.E.	18,900		12	\$ -
3009	PSRN - 2	B1	WAREHOUSE		3170 V Street N.E.	43,740		12	\$ -
3010	PSRN - 1	B2	E7		1101 Half Street S.W.	7,590		12	\$ -
3011	PSRN - 1	B2	E8		1520 C Street S.E.	9,941		12	\$ -
3012	PSRN - 1	B2	E18		414 8th Street S.E.	13,224		12	\$ -
3013	PSRN - 1	B2	E27		4409 Minnesota Ave N.E.	9,386		12	\$ -
3014	PSRN - 1	B2	E30		50 49th Street N.E.	11,143		12	\$ -
3015	PSRN - 3	B2	FLEET MAINT.		1103 Half Street S.W.	52,410		12	\$ -
3016	PSRN - 1	B3	E15		2101 14th Street S.E.	10,577		12	\$ -
3017	PSRN - 1	B3	E19		2813 Pennsylvania Avenue S.E.	9,062		12	\$ -
3018	PSRN - 1	B3	E25		3203 Martin Luther King Ave. S.E.	9,184		12	\$ -
3019	PSRN - 1	B3	E32		2425 Irving Street S.E.	9,816		12	\$ -
3020	PSRN - 1	B3	E33		101 Atlantic Street S.E.	14,519		12	\$ -
3021	PSRN - 1	B3	TRAINING-UPPER		4600 Shepherd Parkway S.W.	15,816		12	\$ -
3022	PSRN - 1	B3	TRAINING-LOWER		4600 Shepherd Parkway S.W.	14,666		12	\$ -
3023	PSRN - 1	B3	TRAINING-REHAB		4600 Livingston Ave. S.E.	11,213		12	\$ -
3024	PSRN - 1	B4	E4		2531 Sherman Avenue N.W.	19,315		12	\$ -
3025	PSRN - 1	B4	E9		1617 U Street N.W.	10,151		12	\$ -
3026	PSRN - 1	B4	E11		3420 14th Street N.W.	14,219		12	\$ -
3027	PSRN - 1	B4	E22		6825 Georgia Avenue N.W.	11,648		12	\$ -
3028	PSRN - 1	B4	E24		5101 Georgia Avenue N.W.	17,772		12	\$ -
3029	PSRN - 1	B5	E5		3412 Dent Place N.W.	7,096		12	\$ -
3030	PSRN - 1	B5	E20		4300 Wisconsin Avenue N.W.	13,044		12	\$ -
3031	PSRN - 1	B5	E21		1763 Lanier Place N.W.	8,925		12	\$ -
3032	PSRN - 1	B5	E28		3522 Connecticut Avenue N.W.	6,830		12	\$ -
3033	PSRN - 1	B5	E29		4811 MacArthur Blvd N.W.	13,363		12	\$ -
3034	PSRN - 1	B5	E31		4930 Connecticut Avenue N.W.	8,172		12	\$ -
3035	PSRN - 1	B6	E1		2225 M Street N.W.	14,703		12	\$ -
3036	PSRN - 1	B6	E2		500 F Street N.W.	35,241		12	\$ -
3037	PSRN - 1	B6	E3		439 New Jersey Avenue N.W.	11,836		12	\$ -
3038	PSRN - 1	B6	E13		501 4th St. S.W.	9,684		12	\$ -
3039	PSRN - 1	B6	E16		1018 13th Street N.W.	25,634		12	\$ -
3040	PSRN - 1	B6	E23		2119 G Street N.W.	7,732		12	\$ -
3041	PSRN - 1	B6	HARBOR		550 Water Street	3,789		12	\$ -
SUBTOTAL ROUTINE SERVICES									\$ -

B.4.1.4.1 OY3 – Supplemental Services

PSNR-OC FACILITIES | Facility to be cleaned on an on-call basis; FEMS will provide 24-hour advance notice unless emergency cleanup is required.

CLIN	SERVICE LEVEL SPEC.	BATT.	STATION	LOCATION	BUILDING SQ. FOOTAGE	FIXED RATE PER OCCURANCE	QTY	EXTENDED COST	
3042	PSRN - OC	B2	FIRE PREV	1100 4TH Street, S.W. Suite 700	8,550		1	\$ -	
3043	PSRN - OC	B2	RR-EAST	4201 Minnesota Ave N.E.	7,978		1	\$ -	
3044	PSRN - OC	B4	TRAINING-NORTH	5760 Georgia Avenue N.W.	15,000		1	\$ -	
3045	PSRN - OC	B4	RR-NORTH	915 Gallatin Street N.W.	22,943		1	\$ -	
3046	PSRN - OC	B4	SPEC. OPS	1338 Park Road N.W.	7,200		1	\$ -	
3047	PSRN - OC	B4	HQ	2000 14th Street, N.W. 20009-6211, Suite 500	21,300		1	\$ -	
SUBTOTAL ON-CALL PSNR-OC FACILITY SERVICES									\$ -

SUPPLEMENTAL SERVICES

CLIN	SERVICE DESCRIPTION	UOM	Unit Cost Requested	FIXED RATE	QTY	EXTENDED COST
3048	MONTHLY BED MATTRESS STEAM CLEANING	MONTHLY	\$/BED		1	\$ -
3049	SEMI-ANNUAL WIPE DOWN OF PERSONNEL DUTY LOCKERS	SEMI-ANNUAL	LUMP SUM		1	\$ -
3050	SEMI-ANNUAL CLEANING OF THE LOCKERS IN THE LOCKER ROOM	SEMI-ANNUAL	LUMP SUM		1	\$ -
3051	ANNUAL POWER WASHING OF BUILDING ENTRY/EXIT POINTS AND LOADING DOCK	ANNUAL	\$/SF		1	\$ -
3052	ANNUAL EXTERIOR WINDOW CLEANING	ANNUAL	\$/WINDOW		1	\$ -
3053	ANNUAL CLEANING OF THE CARPETED AREAS (CARPET CLEANING)	ANNUAL	\$/SF		1	\$ -
3054	ANNUAL CLEANING OF THE CANOPIES	ANNUAL	LUMP SUM		1	\$ -
3055	ANNUAL STRIPPING, SEALING, AND WAXING OF THE VCT AREAS	ANNUAL	\$/SF		1	\$ -
3056	ANNUAL KITCHEN DEEP CLEANING	ANNUAL	LUMP SUM		1	\$ -
3057	ANNUAL BATHROOM/SHOWER WALL AND FLOOR CERAMIC TILE SCRUBBING & STEAM CLEANING	ANNUAL	\$/SF		1	\$ -
SUTOTAL SUPPLEMENTAL SERVICES						\$ -

B.4.1.5 OY4 – Routine Services

SERVICE LEVEL				STATION	LOCATION	BUILDING SQ. FOOTAGE	FIXED MONTHLY RATE	QTY	EXTENDED COST
CLIN	PSRN -	BATT	SPEC.						
4001	PSRN - 1	B1	E6		1300 New Jersey Avenue N.W.	18,432		12	\$ -
4002	PSRN - 1	B1	E10		1342 Florida Avenue N.E.	9,781		12	\$ -
4003	PSRN - 1	B1	E12		2225 5th Street N.E.	15,913		12	\$ -
4004	PSRN - 1	B1	E14		4801 North Capital Street N.E.	7,500		12	\$ -
4005	PSRN - 1	B1	E17		1227 Monroe Street N.E.	5,500		12	\$ -
4006	PSRN - 1	B1	E26		1340 Rhode Island Avenue N.E.	8,936		12	\$ -
4007	PSRN - 2	B1	FACILITY		2215 Adams Place N.E.	27,688		12	\$ -
4008	PSRN - 2	B1	RR		2219 Adams Place N.E.	18,900		12	\$ -
4009	PSRN - 2	B1	WAREHOUSE		3170 V Street N.E.	43,740		12	\$ -
4010	PSRN - 1	B2	E7		1101 Half Street S.W.	7,590		12	\$ -
4011	PSRN - 1	B2	E8		1520 C Street S.E.	9,941		12	\$ -
4012	PSRN - 1	B2	E18		414 8th Street S.E.	13,224		12	\$ -
4013	PSRN - 1	B2	E27		4409 Minnesota Ave N.E.	9,386		12	\$ -
4014	PSRN - 1	B2	E30		50 49th Street N.E.	11,143		12	\$ -
4015	PSRN - 3	B2	FLEET MAINT.		1103 Half Street S.W.	52,410		12	\$ -
4016	PSRN - 1	B3	E15		2101 14th Street S.E.	10,577		12	\$ -
4017	PSRN - 1	B3	E19		2813 Pennsylvania Avenue S.E.	9,062		12	\$ -
4018	PSRN - 1	B3	E25		3203 Martin Luther King Ave. S.E.	9,184		12	\$ -
4019	PSRN - 1	B3	E32		2425 Irving Street S.E.	9,816		12	\$ -
4020	PSRN - 1	B3	E33		101 Atlantic Street S.E.	14,519		12	\$ -
4021	PSRN - 1	B3	TRAINING-UPPER		4600 Shepherd Parkway S.W.	15,816		12	\$ -
4022	PSRN - 1	B3	TRAINING-LOWER		4600 Shepherd Parkway S.W.	14,666		12	\$ -
4023	PSRN - 1	B3	TRAINING-REHAB		4600 Livingston Ave. S.E.	11,213		12	\$ -
4024	PSRN - 1	B4	E4		2531 Sherman Avenue N.W.	19,315		12	\$ -
4025	PSRN - 1	B4	E9		1617 U Street N.W.	10,151		12	\$ -
4026	PSRN - 1	B4	E11		3420 14th Street N.W.	14,219		12	\$ -
4027	PSRN - 1	B4	E22		6825 Georgia Avenue N.W.	11,648		12	\$ -
4028	PSRN - 1	B4	E24		5101 Georgia Avenue N.W.	17,772		12	\$ -
4029	PSRN - 1	B5	E5		3412 Dent Place N.W.	7,096		12	\$ -
4030	PSRN - 1	B5	E20		4300 Wisconsin Avenue N.W.	13,044		12	\$ -
4031	PSRN - 1	B5	E21		1763 Lanier Place N.W.	8,925		12	\$ -
4032	PSRN - 1	B5	E28		3522 Connecticut Avenue N.W.	6,830		12	\$ -
4033	PSRN - 1	B5	E29		4811 MacArthur Blvd N.W.	13,363		12	\$ -
4034	PSRN - 1	B5	E31		4930 Connecticut Avenue N.W.	8,172		12	\$ -
4035	PSRN - 1	B6	E1		2225 M Street N.W.	14,703		12	\$ -
4036	PSRN - 1	B6	E2		500 F Street N.W.	35,241		12	\$ -
4037	PSRN - 1	B6	E3		439 New Jersey Avenue N.W.	11,836		12	\$ -
4038	PSRN - 1	B6	E13		501 4th St. S.W.	9,684		12	\$ -
4039	PSRN - 1	B6	E16		1018 13th Street N.W.	25,634		12	\$ -
4040	PSRN - 1	B6	E23		2119 G Street N.W.	7,732		12	\$ -
4041	PSRN - 1	B6	HARBOR		550 Water Street	3,789		12	\$ -
SUBTOTAL ROUTINE SERVICES									\$ -

B.4.1.5.1 OY4 – Supplemental Services

PSNR-OC FACILITIES | Facility to be cleaned on an on-call basis; FEMS will provide 24-hour advance notice unless emergency cleanup is required.

CLIN	PSRN -	BATT	STATION	LOCATION	BUILDING SQ. FOOTAGE	FIXED RATE PER OCCURRENCE	QTY	EXTENDED COST	
4042	PSRN - OC	B2	FIRE PREV	1100 4TH Street, S.W. Suite 700	8,550		1	\$ -	
4043	PSRN - OC	B2	RR-EAST	4201 Minnesota Ave N.E.	7,978		1	\$ -	
4044	PSRN - OC	B4	TRAINING-NORTH	5760 Georgia Avenue N.W.	15,000		1	\$ -	
4045	PSRN - OC	B4	RR-NORTH	915 Gallatin Street N.W.	22,943		1	\$ -	
4046	PSRN - OC	B4	SPEC. OPS	1338 Park Road N.W.	7,200		1	\$ -	
4047	PSRN - OC	B4	HQ	2000 14th Street, N.W. 20009-6211, Suite 500	21,300		1	\$ -	
SUBTOTAL ON-CALL PSNR-OC FACILITY SERVICES									\$ -

CLIN	SERVICE DESCRIPTION	UOM	Unit Cost Requested	FIXED RATE	QTY	EXTENDED COST
4048	MONTHLY BED MATTRESS STEAM CLEANING	MONTHLY	\$/BED		1	\$ -
4049	SEMI-ANNUAL WIPE DOWN OF PERSONNEL DUTY LOCKERS	SEMI-ANNUAL	LUMP SUM		1	\$ -
4050	SEMI-ANNUAL CLEANING OF THE LOCKERS IN THE LOCKER ROOM	SEMI-ANNUAL	LUMP SUM		1	\$ -
4051	ANNUAL POWER WASHING OF BUILDING ENTRY/EXIT POINTS AND LOADING DOCK	ANNUAL	\$/SF		1	\$ -
4052	ANNUAL EXTERIOR WINDOW CLEANING	ANNUAL	\$/WINDOW		1	\$ -
4053	ANNUAL CLEANING OF THE CARPETED AREAS (CARPET CLEANING)	ANNUAL	\$/SF		1	\$ -
4054	ANNUAL CLEANING OF THE CANOPIES	ANNUAL	LUMP SUM		1	\$ -
4055	ANNUAL STRIPPING, SEALING, AND WAXING OF THE VCT AREAS	ANNUAL	\$/SF		1	\$ -
4056	ANNUAL KITCHEN DEEP CLEANING	ANNUAL	LUMP SUM		1	\$ -
4057	ANNUAL BATHROOM/SHOWER WALL AND FLOOR CERAMIC TILE SCRUBBING & STEAM CLEANING	ANNUAL	\$/SF		1	\$ -

SUTOTAL | SUPPLEMENTAL SERVICES \$ -

B.4.2 Reimbursable Supplemental Service Annual Ceiling

ITEM	BP	OY1	OY2	OY3	OY4
Supplemental Services Annual Ordering Ceiling	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000

B.5 SIGNIFICANT CHANGES IN THE CHARACTER OF WORK

B.5.1 The District through its authorized Contracting Officers, reserves the right to make changes in quantities and any other alterations in the work in accordance with Article 15 of the Standard Contract Provisions for Supplies and Services as further detailed in **Exhibit E.1** of this RFP.

B.5.2 If the alteration or changes in quantities significantly change the character of the Work to be performed under the Contract, the altered Work will be authorized by a contract modification executed by the Contracting Officer.

B.6 ACKNOWLEDGEMENT OF REVIEW OF CONTRACT DOCUMENTS

Before submitting its proposal in response to the proposed Contract, the Offeror(s) acknowledges that it reviewed the proposed contract and all exhibits/attachments and is required to bring all such inconsistencies and or questions to the attention of the Department so that the Department can address any inconsistencies and or questions by addendum to this solicitation. The Contractor acknowledges that any inconsistencies and or questions it identifies after submitting its proposal ***shall not be*** the basis for a change to the Contract terms and conditions.

B.6.1 Execution of the Contract by the Contractor is a representation that the Contractor has thoroughly examined all Contract Documents, including all details, estimated staff scheduling plans, and has satisfied itself before executing the Contract as to all matters that can affect the Work and its cost, including: (1) the prevailing wage; (2) financial

capacity; (3) availability of personnel to appropriately perform services; and (4) familiarized itself with the risks and mitigation costs associated with providing the contemplated routine and supplemental janitorial services; and in general to have itself obtained all necessary information as to risk contingencies, and other circumstances which may influence or affect its performance of the Work. The Contractor waives all claims against the Department arising from or relating to such contingencies and conditions that are reasonably inferred from the Contract Documents.

B.7 DESIGNATION OF SOLICITATION FOR THE SMALL BUSINESS SET-ASIDE MARKET ONLY

This RFP is designated 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 and registered under one or more of the following NIGP categories, at the time of the Proposal Submission Deadline are eligible to participate and be evaluated for award:*

1. (9103900) Janitorial/Custodial Services,
2. (9586300) Janitorial Management Services,

B.7.1 Offerors responding to this solicitation that may be required to subcontract, shall be required to submit with their bid, any subcontracting plan required by law **Attachment A.4**. Offerors responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror fails to submit a subcontracting plan that is required by law. Any subcontractors not on the subcontracting plan submitted with the proposal will not be allowed to mobilize or perform work on the project until a modified subcontractor plan is filed by the prime contractor and approved in writing by the Department. The contractor’s entire monthly pay request can be held up if it includes work by subcontractors not on the approved subcontracting plan.

B.7.1.1 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.8 SPECIAL PROVISIONS RELATED TO THE COVID-19 EMERGENCY

The Contractor is required to comply with Mayor’s Order 2021-099, COVID-19 Vaccination Certification Requirement for District Government Employees, Contractors, Interns, and Grantees, dated August 10, 2021, and all substantially similar vaccine requirements, including any modifications to this Order, unless and until they are rescinded or superseded. At the request of the District government, Contractors may be asked to provide certification of compliance with this requirement and/or documents and records in support of this certification.

The Contractor is required to comply with City Administrator’s Order 2021-4, Resumption of Requirement for All Persons to Wear a Mask Inside District Government Buildings and While on Duty as a District Government Employee or Contractor, dated July 30, 2021, and

all substantially similar mask requirements including any modifications to this Order, unless and until they are rescinded or superseded.

B.9

DEPARTMENT-DESIGNATED POINT OF CONTACT

The Department's sole point of contact for matters related to this RFP ("Department's POC") is the only individual authorized to discuss this RFP with any interested parties, including Offerors. All communications with the Department's POC about the Project or this RFP shall be sent in writing to:

Name: **ASHLEY WILLIS**

Title: Contract Specialist

Contracts and Procurement Division

2000 14th Street, NW, 4th Floor, Washington, DC 20009

ashley.willis@dc.gov

The Department disclaims the accuracy of information derived from any source other than the Department's POC. The use of any such information is at the sole risk of the Offeror. All communications and requests for information shall be submitted by the Offeror's point of contact identified in the Proposal. Written communications to the Department from Offerors shall specifically reference the correspondence as being associated with **JANITORIAL SERVICES FOR THE FIRE AND EMERGENCY MEDICAL SERVICES DEPARTMENT, RFP No. DCAM-23-NC-RFP-0002** and shall be submitted via the Departments' QuickBase bid/proposal submission portal, of which instructions for use are provided in **Attachment A.8**.

SECTION C SPECIFICATIONS/WORK STATEMENT

C.1 EXECUTIVE SUMMARY

The Contractor shall provide weekly comprehensive janitorial and related supplemental services at each of the Fire and Emergency Medical Service (FEMS) facilities including engine houses. The Contractor shall provide all management, supervision, labor, materials, supplies, and equipment necessary to successfully and effectively provide janitorial and related supplemental services to ensure clean, safe, and well-maintained facilities in accordance with the standards set forth in the Scope of Work. It is the sole responsibility of the Contractor to provide clean, comfortable facilities that promote a positive work environment, business service areas, and other areas that are not readily visible to the public.

C.1.1 Rights of the District

At any time (including after an award has been made), the Department reserves the right to the following actions by and through a bilaterally executed modification to the contract:

C.1.1.1 Add and or remove service sites.

C.1.1.2 Increase and or decrease the frequency in which the Contractor must perform services at any site;

C.1.1.3 Impose service terminations, which would permanently terminate a Contractor’s rights to perform services at any or all site(s); and

C.1.1.4 Implement service suspensions, which would suspend a Contractor’s rights to perform Services to any or all site(s) partially or in full.

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 are applicable to this procurement and are hereby incorporated by reference:

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	https://www.epa.gov/sites/production/files/2020-03/documents/sars-cov-2-list_03-03-2020.pdf	Most Current
12	Novel Coronavirus (COVID-19) - Fighting Products; Center for Biocide Chemistries.	https://www.americanchemistry.com/Novel-Coronavirus-Fighting-Products-List.pdf	Most Current
13	Interim Environmental Cleaning and Disinfection Recommendations; Centers for Disease Control and Prevention.	https://www.cdc.gov/coronavirus/2019-ncov/community/home/cleaning-disinfection.html	Most Current
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.3 DEFINITIONS & ACRONYMS

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

C.3.1.1 Acceptance - constitutes acknowledgment that the supplies or services conform to applicable contract quality and quantity requirements.

C.3.1.2 Approval - means the District has reviewed submittals, deliverables, or administrative documents (e.g., insurance certificates, MSDS Sheets, and etc.), and has determined the documents conform to contract requirements. District approval shall not relieve the Contractor of responsibility for complying with Federal, District, local laws, and regulations.

C.3.1.3 Annually - Services to be performed one (1) time per calendar year.

C.3.1.4 Bi-Annually - Services to be performed two (2) times per calendar year, preferably six months apart.

C.3.1.5 Bi-Weekly - Services to be performed twice (2) a month.

C.3.1.6 COTR – In general, the Contracting Officers Technical Representative (COTR), coordinates staff and Contractors in the activities concerned with the specified Contract. The COTR will advise and coordinate with the Contractor regarding access to the space, storage, general work-requests, hours of operation for the offices, and general janitorial tenant needs.

C.3.1.7 Clean/Cleanliness Quality - A like new appearance, specifically:

- a. The absence of little or undesirable debris that can be eliminated by appropriate monitoring techniques.
- b. The absence of unbounded dust buildup on any surface of any items subject to appropriate dusting techniques.

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

C.3.1.8 Cleaning Services – refers to the cleaning service requirements in the contracts. They include the following three categories of routine janitorial services, periodic janitorial service, and related supplemental work.

C.3.1.9 Comprehensive Janitorial Services - cleaning services that include the routine, periodic and supplemental periodic cleaning.

C.3.1.10 Correction - The elimination of a defect.

C.3.1.11 Custodial - A reference to "custodial" is interchangeable with "janitorial".

C.3.1.12 Custodian - An individual who performs housekeeping and janitorial tasks.

C.3.1.13 Defective Service - An assessment of service that does not conform with specified requirements. These defective services shall be noted and reviewed on contract discrepancy reports, and subsequently evaluated for the modification and/or termination of the contract.

C.3.1.14 Deficiency - Any part of a proposal from a Contractor or any work performed by a Contractor that fails to satisfy the District requirements.

C.3.1.15 Direct Cost - All costs incurred in the actual performance I execution of services.

C.3.1.16 District Quality Assurance - These are the various functions, including inspections, by the District to determine whether a Contractor has fulfilled the contract obligations pertaining to cleaning quality and quantity. District Quality Assurance is different from and is not a substitute for Contractor Quality Control.

C.3.1.17 Exterior - Entrances, landing, steps, sidewalks, parking areas, facades, moats, and lawns located adjacent to the building and extending to the established property line.

C.3.1.18 Floor Surfaces and Their Care may include, but are not limited to the following:

- a. Asphalt Tile - Asphalt tile is a mixture of asbestos fibers, pigments and invert fillers bound together with an asphalt or resin binder. Ingredients are mixed, heated, and then rolled out in sheets and cut to size. The colors of asphalt tile are divided into four groupings, A, B, C, and D with "A" as the darkest and "D" as the lightest; A and B usually contain asphalt binders, and C and D resin binders. Asphalt tile is also furnished in a grade designated as greaseproof. Oils and solvents should be avoided on all types.
- b. Marble - Marble is essentially calcium carbonate that has been changed by nature through pressure, heat, and water into crystalline form. The beautiful colors in marble are due to impurities. Marble is easily damaged by acids.
- c. Rubber - Rubber is a mixture of rubber-natural synthetic and/or reclaimed with invert fillers and color pigments. The raw materials are mixed, heated and rolled out under pressure. The strips of rubber are then cut to sizes. Rubber flooring varies widely in form and properties and is available in tiles and sheets and with many degrees of hardness and flexibility. It is subject to deterioration from oils and solvents.
- d. Vinyl- Vinyl resins are used as the building agency and may be anyone of the following general classifications: (A) vinyl asbestos tile composed of asbestos fibers and color pigments with vinyl resin used as the binder. It is somewhat more flexible, resilient, and stain resistant than asphalt tile. (B) Homogeneous flexible vinyl tile is somewhat comparable to rubber tile. It does not have as much filler and less invert pigment. Some flexible vinyl is laminated to a backing material such as cork or coarser vinyl flooring. (C) Colendered vinyl flooring is somewhat comparable to conventional inlaid linoleum, except that the oxidized drying oils are replaced by vinyl resin and plasterized. It is available either in tile or yard goods form.
- e. Wood - Including gym floors, the wood floors in common use may be either soft wood or hard wood, in a variety of widths, thicknesses and designs, and they may be either open grain or closed grain. Strip flooring is generally nailed to a wooden sub-floor; parquet flooring is generally laid in mastic on top of the on top of the sub-floor. Unless the floor is properly sealed, water will raise the grain and roughen the surface. Use of water for cleaning is not generally recommended, unless used sparingly. Avoid strong cleaner.

- C.3.1.19 Green Cleaning** - is a planned and organized approach to cleaning that uses products and processes that go beyond simple appearance and focuses on reducing impacts on human health and the environment.
- C.3.1.20 Hard and Resilient Flooring** - All flooring such as concrete, ceramic, terrazzo, brick and marble, which requires periodic finish stripping and re-sealing. All resilient flooring, such as, vinyl tile and linoleum that require several coats of floor finish.
- C.3.1.21 Hazardous Materials** - Any waste, substances, radiation, or materials (whether solids, liquids, or gases) that are:
- a. hazardous, toxic, infectious, explosive, radioactive, carcinogenic, or mutagenic;
 - b. now or become defined as pollutants, contaminants, hazardous wastes or substances, radioactive materials, solid waste, or other similar designations in or otherwise subject to District and Federal regulations;
 - c. present on the premises and can cause or threaten to cause, a nuisance pursuant to applicable statutory or common law upon the premises, facilities, or properties;
 - d. polychlorinated biphenyl's (PCB's), asbestos, lead-based paint, urea, formaldehyde, foam insulation, petroleum and petroleum products including gasoline, crude oil etc., that pose a hazard to human health, safety, natural resources, industrial hygiene, the environment, or an impediment to working conditions.
- C.3.1.22 Holidays** - Holidays observed by the District of Columbia Government.
- C.3.1.23 Inspection** - Examining and testing Contractor performance of services by the District to determine whether they conform to contract requirements.
- C.3.1.24 Material Safety Data Sheet (MSDS)** - a form with data regarding the properties of a particular substance.
- C.3.1.25 Modification** - Modification is a bilateral or unilateral change in the terms of a contract.
- C.3.1.26 Quality Assurance (QA)** - Ways by which Contractor assures the District that quality services are/will be provided to satisfy the requirements of the contract.
- C.3.1.27 Quality Assurance Review Plan (QARP)** - The District's review method of monitoring and evaluating the Contractor's performance under a Performance Based Statement of Work (PBSOW) to ensure services meet contract requirements.
- C.3.1.28 Quality Control Program (QCP)** - The Quality Control Program or Plan is a system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable. Preparation of this document is the responsibility of the Contractor and should provide commentary on the continuous actions used by the

Contractor to maintain employee performance so that the contract requirements are consistently met. This plan should include reports, records, and logs that contain information relative to the janitorial service of each building such as, but not limited to: service call logs, sign-in sheets, sign-out sheets, training reports, checklists, service schedules, equipment recommendations, green product preferences, green cleaning plan, supply delivery schedule, strike contingency plan, exposure control plan, and pandemic plan, and etc. This information shall be maintained in an automated data system such as Microsoft Word and/or Microsoft Excel spread sheet format. The QCP shall be prepared by the Contractor and provided to the CO and COR as part of the offer package for review and acceptance by the District. The Contractor is not authorized to start work until the QCP is accepted and the proper security clearances obtained. Refer to Section H of the solicitation, in regard to proper security clearance requirements. The QCP is a living document and may be subject to change depending on the needs of the contract. When the QCP is revised, the Contractor is required to provide an updated QCP, maintenance schedule and listing of current employees to the CO and COTR for acceptance.

- C.3.1.29** **Recyclables** - Certain types of disposable waste, such as bottles, cans and newspapers that recover valuable resources and reduce the "waste stream" of trash and garbage going into landfills.

- C.3.1.30** **Related Supplemental Services** - Janitorial related work in addition to the requirements of the routine daily and monthly cleaning services and periodic (quarterly) cleaning services. Related Supplemental Services include the following categories of janitorial work:

- C.3.1.31** **Response Time** - The time allowed the Contractor by the District after initial notification to the Contractor by the Contracting Officer (or the Contracting Officer's Technical Representative) of a work requirement to be physically on the premises at the work site, with appropriate tools, equipment, and materials, ready to perform the required work. A two-hour mobilization is allowed.

- C.3.1.32** **Routine Services** - A service defined as all services that are included in the monthly price or as defined in the Contract document and will include all planned and scheduled services.

- C.3.1.33** **Supplemental Services** - Supplemental Services are services that are in addition to routine and are not covered in the monthly price of the contract.

- C.3.1.34** **Service Level Specification** - denotes staffing levels required for properties as Non-PSRN, Priority Service Requirements Necessary (PSRN), or Priority Service Requirements Necessary- 1 (PSRN 1).

- C.3.1.35** **Key Personnel** - refers to the Contractor's personnel, who have been identified and approved to perform the work; they will provide the required services under the supervision of the Contractor and the COTR.

- 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** **CA** – Contract Administrator
- C.3.2.5** **COTR** – Contracting Officer’s Technical Representative
- C.3.2.6** **CO** – Contracting Officer
- C.3.2.7** **COOP** – Continuity of Operations Plan
- C.3.2.8** **CERP** – Contractor’s Emergency Response Plan
- C.3.2.9** **DCMR** – District of Columbia Municipal Regulations
- C.3.2.10** **DLCP** – Department of Business and Professional Licensing Administration
- C.3.2.11** **DDOT** – District Department of Transportation
- C.3.2.12** **DGS** – Department of General Services
- C.3.2.13** **DLCP** - Department of Licensing and Consumer Protection
- C.3.2.14** **DOP** – Daily Operating Plan
- C.3.2.15** **EPA** – Environmental Protection Agency
- C.3.2.16** **FEMS** – Fire Emergency Medical Services
- 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

The Department of General Service is the lead agency responsible for the operations management and maintenance of District government real property assets. DGS is committed to improving the quality, appearance, and cleanliness of its real property assets throughout the District of Columbia. In addition, the Department provides operations, management, maintenance, engineering, janitorial and exterior grounds maintenance and related services for over eight hundred fifty (850) properties with approximately 36,000,000 gross square feet.

These properties include municipal buildings, schools, parks and recreation centers, warehouses, and residential properties both occupied and vacant. As a service-providing agency, positive customer services, rapid response and

C.5 REQUIREMENTS & STANDARDS OF SERVICES

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

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. The Contractor shall take all precautions and steps necessary to mitigate and reduce the spread and effect of an influenza or communicable/infectious disease outbreak resulting in an epidemic and or pandemic 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 any 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 Districts expectation that all functions of the janitorial and housekeeping services are inclusive, and the Contractor shall be held to standards of the service requires delineated herein and as reasonably inferred.

C.5.1.3 As justified by the Department and the District, the Contracting Officer's Technical Representative ("COTR") may elect to modify, add and or remove service functions including facilities under the locations. 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 service 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 facilities identified. 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 and all else required as reasonably inferred) 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 service standards as described herein and as reasonably inferred.

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 COTR will be evaluated, and the Contractor shall deliver any revisions to the Operations Plan (“OP”) presented with its proposal to the COTR and or his/her designee within ten (10)-days post Award and annually thereafter. For the avoidance of confusion and not withstanding anything to the contrary, it is understood the Contractor’s OP is submitted with the Contractor’s proposal and evaluated in consideration of the Contract 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 Approved Chemicals for use of Providing Services

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 as 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:

- a. Personal Protective Equipment Training,
- b. Health and safety program outlining personnel responsibilities and procedures for compliance with all applicable health and safety regulations,
- c. Medical authorization permitting respirator use for each worker who will be using a respirator,
- d. Personnel respirators use training and document fit testing for each worker,
- e. Contractor to provide records of respirator medical clearance and fit test prior to commencement of work,
- f. Maintain required records available on-site.
- g. Documented Personal Protective Equipment (PPE) training for each worker including PPE donning, doffing, maintenance, decontamination, storage, etc.,
- h. Contractor must maintain at least one supervisor on staff with epidemic and pandemic training similar or more comprehensive than those guidelines established for Coronavirus disease (COVID-19) training,
- i. Contractor shall maintain Safety Data Sheets (SDS) for all chemicals onsite (at each facility) and updated as revision are issued.

C.5.3 Personnel Protective Equipment (PPE)

Based on conditions, the contractors may be 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 a 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 to 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.6 ROUTINE 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.6.1 Floor Care and Services/

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

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

C.6.1.1 Types of Floor Care Services

The Contractor shall provide floor care services as described below:

- a. **Laminated Flooring (ADP Floors):** Damp mopping shall be the only method of wet cleaning for floors in Automated Data Processing (ADP) space.
- b. **Asphalt Floors:** Damp mopping shall be the only method of wet cleaning for floors containing asphalt material.
- c. **Granite and Marble Floors (Crystallization):** All applicable floor areas shall be maintained in accordance with contractor's Quality Control Plan. Surfaces shall be maintained clean and free of smudges, dust, dirt, and removable soil substances. Surfaces shall present a uniform luster. Marble surfaces should be cleaned with a dampened dust cloth. **THE CONTRACTOR SHALL NOT USE CLEANING SOLUTIONS ON MARBLE SURFACES.**
- d. **Loading Dock Floors:** Spill residue and clean-up materials shall be disposed of in accordance with the Environmental Protection Agency (EPA). The Contractor shall maintain these areas to ensure that trash, debris, and other discarded materials do not accumulate. Policing should be done, at a minimum, three (3) times a day or as frequently as required to maintain the standards set herein.
- e. **Stripping, Sealing and Waxing:** The Contractor shall perform full scale stripping, sealing, and waxing standard planned services on a semi-annual basis. The old finish or wax shall be removed in accordance with standard commercial practices. Spots shall be eliminated. There shall be no evidence of gum, bums, scuffmarks, or wax build-up in corners or crevices. Walls, baseboards, and other surfaces shall be free of finish residue and marks from equipment. Floors shall be free of streaks, mop strand marks, and skipped areas. The finished area shall have a uniform luster. See **Attachment E.5** for details regarding scheduling.
- f. **Buff and Shine:** All floors shall be buffed and shined to an industry standard. The Contractor shall perform buffed and shined services in high traffic areas on a daily basis and low traffic areas shall be serviced on a weekly basis. See **Attachment E.5** for details regarding scheduling. Additional cleaning of high traffic areas that are requested by the COTR as non-standard planned services shall be completed on and on-call basis at the direction of the COTR at no additional charge to the District.
- g. **Sealing:** The Contractor shall apply industry standard sealant to appropriate floors on a semi-annual basis. Sealant shall adhere to the floor. Floor areas shall be evenly coated with a slip resistant seal. Sealant shall only be applied to appropriate floors. See **Attachment E.5** for details regarding scheduling.
- h. **Stairwells and Landings:** Surfaces shall be free of dust, dirt, spillage, and other removable soil substances. Carpeted surfaces shall be free of obvious dirt, dust, spots, and spillages as further defined in Room Cleaning.
- i. **Wood Floors:** There shall be no water solutions used on wood flooring. There shall be no dry stripping methods used on wood flooring. The Contractor shall

mop all non-carpeted floors, to include staircases, once per week, either prior to 8:30AM or after 4:00PM.

- j. **Carpet and Rug Service:** Carpeted areas shall be maintained, cleaned, and free of spots and odors. Floors, base moldings, and grout shall be clean and free of debris including, but not limited to, dirt, string, gum, tar, and other foreign matter. The Contractor shall vacuum all carpeted floors every business day or as frequently as required to maintain the standards set herein. These services shall be performed either prior to 8:30AM or after 4:00PM.
- k. **Carpeting in Main Public Areas:** The Contractor shall maintain rugs and carpet clean and free of spots and odors. There shall not be any visible dirt, soil substances, spillages, or removable stains. Build-ups, spills, and crusted material shall be removed along with spots and smears. There shall be no evidence of carpet fuzzing or deterioration as a result of harsh brushing or scrubbing. Cleaned areas of carpets and rugs shall be reasonably blended with surrounding carpets.
- l. **Spot Cleaning:** Carpet surfaces shall be free of removable spots, soiled traffic patterns, dirt, dust, debris, gum, and crusted material. Spot cleaning shall be accomplished by cleaning only the immediate affected area to remove any evidence of the dirt, soil, debris, liquid, stains, or other foreign materials which made the cleaning necessary.
 - 1. Carpet spotting shall be completed as frequently as required to maintain the standards set herein.
 - 2. If carpet spotting does not accomplish the goals outlined in item l above, the Contractor shall notify the COTR if carpet/flooring needs replacement.
- m. **Vacuuming:** Carpet surfaces are to be free of dirt, dust, crumbs, and other debris. Vacuuming shall be done at a minimum frequency that will protect the integrity of the carpet and prolong wear. Basic vacuuming (e.g., all high traffic areas and main hallways/walkways) shall be done on a daily basis. Detail vacuuming (e.g., all high traffic areas, all main hallways/walkways, all offices, all conference rooms, cubicles, and all workrooms). Vacuuming of all areas shall be done at a minimum of once daily and as frequently as required to maintain the standards set herein.
 - 1. The Contractor shall utilize vacuum cleaners that meet the requirements of the Carpet and Rug Institute "Green Label/Green Label Plus" Testing Program.
- n. **Carpet Shampooing and Extraction Cleaning:** The Contractor shall take measures to prevent the growth of mold. The carpet shall be dry before tenants occupy the building on the next business day. Moving duplicating equipment, computer equipment, and similar types of electric and electronic equipment shall be coordinated with the COTR, BM, and BMS prior to cleaning of the carpet. Any furnishings moved are to be returned to their original positions. Carpet shampooing and extraction cleaning standard planned services shall be on a semiannual basis.

- o. **Carpeting in Conference Rooms, Offices, and Other Rooms:** These areas shall be cleaned in accordance with the above standards.
- p. **Floor Mats and Runners Care - Carpeted Mats and Runners:** Mats and runners shall be free of removable spots, soiled traffic patterns, dirt, debris, gum, and crusted material. There shall be no areas of deterioration or fuzzing as a result of harsh brushing or scrubbing. They shall receive scheduled cleanings and routine inspections based upon the manufacturer's instructions. Any mats and runners that are found to be non-repairable or cannot be cleaned shall be brought to the attention of the COTR and BM so they can be replaced. Mats and runners shall be stored in accordance with the ANSI/ASEE A1264.2-2006 Provision of Slip Resistance on Walking/Working Surfaces Guidelines. In the event of wet or inclement weather mats and runners are used, the mats and runners shall be placed at entrances and at other areas identified by the COTR and or BM prior to the building occupants reporting to work. Wet or inclement weather mats and runners shall be removed, cleaned, and stored by the Contractor when the COTR and or BM has determined that they are no longer required.
- q. **Rubberized or Specialized Mats:** Certain facilities have specialized flooring, for further details regarding specialized flooring needs.
- r. **Vinyl Composition Tile (VCT):** These floors shall be swept and cleaned with disinfectant mop water three times daily or as frequently as required to maintain the standards set herein.
- s. **Concrete:** These floors shall be swept and cleaned with a damp mop.

C.6.2 Standard Restroom(s), Shower Room(s), and Locker Room(s)

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

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

- a. **Standard Restrooms, Shower Rooms, and Locker Rooms:** Close restroom, locker-room, shower room, remove all movable objects from area and place approved “closed” signage to area prior to beginning task. Apply approved cleaning solution at approved dilution to area to be scrubbed, not allowing solution

to dry. Quickly agitate small section coated with solution with approved stiff bristle brush. Be sure the grout is clean. Thoroughly mop rinse with clean cotton mop and clear water twice. Make sure all walls, doors, baseboards, etc. are also thoroughly rinsed. All standard restrooms, shower rooms, and locker rooms services are provided in accordance with the above standards, on a daily basis, as frequently as required to maintain the standards set herein.

- b. **Plumbing fixtures, Surfaces, and Additional Fixtures:** All plumbing fixtures, surfaces, and additional fixtures including pipes, washbasins, urinals, modesty panels, toilets, shower stalls, and etc. shall be clean, disinfected, and bright with no obvious dust, stains, streaks, soil substances, rust, mold, or encrustation and cleaned a minimum of three times daily or as frequently as required to maintain standards set herein.
- c. **Floor and Wall Grout:** All floor and wall grout shall be maintained free of any dirt, grime, or finish buildup.
- d. **Partitions, Doors, Vents, Sills, and other Walls:** Partitions, doors, shower curtains, vents, sills, and walls shall be free of grime, mildew, dust, dirt, bodily fluid, waste, and graffiti. There shall be no sign of obvious dust, soil substances, or dirt on the walls, mirrors, stalls, and metal surfaces. These areas shall present a clean and sanitized appearance and shall be maintained odor free. All partitions, doors, shower curtains, vents, sills, and other walls shall be cleaned, at a minimum, three times daily or as frequently as required to maintain the standards set herein.
- e. **Blood and Bodily Fluids:** Should blood, bodily fluid substances, or any unsanitary condition be present, the Contractor shall clean the substance and sanitize as appropriate and per government regulations. The Contractor shall provide written work practices, policies, and procedures to safeguard employees, tenants, and any persons from exposure to toxic or pathogenic substance. Policies and procedures must adhere to OSHA standards. Employees are required to practice universal precautions as the method of infection control and comply with all policies for preventing the transmission of infections. Employees shall report all exposure incidents of blood and body fluids immediately to the Contractor and COTR. Employees shall follow and adhere to all handwashing/hand hygiene procedures and protective barrier precautions when performing cleaning tasks.
- f. **Waste receptacles and sanitary Napkins:** Waste receptacles and sanitary napkin containers shall be emptied and disinfected with new bags inserted at a minimum of three times daily or as frequently as required to maintain standards set herein.
- g. **Dispensers:** The District shall provide dispensers unless otherwise specified by the COTR. The Contractor shall replenish supplies and fill dispensers as a standard service. The supplies for the provided dispensers shall be compatible with the dispenser's manufacturer's requirements. The Contractor shall supply automatic air-fresheners in restrooms and locker rooms and shall replenish as per manufactures recommendations. Supplies for dispensers including but not limited to toilet seat covers, toilet tissue, towels, soap, etc., shall be continuously

maintained and refilled throughout the day as necessary to meet the needs of the tenants.

1. All soap dispensers shall be refilled each time levels become 75% finished.
2. All loose paper towel dispensers shall be refilled each time levels become 75% finished.
3. All rolling paper towel dispensers shall be replaced when levels become 80% finished.

h. **Floors:** Unless otherwise indicated, the quality standard for this item is the same as that described in the "Floor Care" of this contract under **Section C.6.1.**

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

C.6.2.1 Restroom(s) Services

The Contractor shall clean these areas in accordance with the above standards. Additionally, they shall be free of discarded material and trash shall be emptied to prevent the containers from overflowing. Restrooms shall be policed per the needs and/or use of the tenants to prevent trash from accumulating. Commode seats and sinks shall be wiped during policing to maintain a clean appearance.

- a. Restroom service shall be provided at a minimum of once daily at all locations except for locations marked "Priority Service Requirements Necessary (PRSN-1) or as frequently as required to maintain the standards set herein.
- b. Restroom service shall be provided at a minimum of twice daily at all locations marked (PSRN-2/PRSN-3) or as frequently as required to maintain the standards set herein.

C.6.2.2 Locker Services

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

C.6.3 Room Cleaning Services

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

- a. **Entrances and Lobbies:** The basic standard of services provided shall be consistent with “Room Cleaning” and “Floor Services” specifications of this contract; however, entrances and lobbies are high visibility areas, therefore, the Contractor shall give special attention to these areas. The custodial/janitorial services provided shall be of the highest quality and policed at a frequency to maintain a clean appearance at all times. All entrances and lobbies shall be serviced no less than three (3) times daily or as frequently as required to maintain the standards set herein.
- b. **Corridors and Areaways:** The Contractor shall clean floor surfaces to make sure they are free of trash, debris, dirt, marks, or foreign matter. The floor surfaces shall have a uniform appearance without unsightly buildup of debris or dust and shall be slip resistant. Walls and baseboards shall be free of water splashes and markings. Metal surfaces shall be polished. Glass surfaces shall be clean and free of dirt, grime, dust, streaks, watermarks, spots, and shall not be cloudy. All corridors and areaways shall be serviced three (3) times daily or as frequently as required to maintain the standards set herein.
- c. **Elevators:** The Contractor shall clean all vertical and horizontal surfaces. All surfaces shall be clean and free of obvious dirt, dust, smudges, soil substances or other foreign matter. Metal surfaces shall be free of obvious smears, smudges, or soil substances. Carpeted surfaces and elevator door tracks shall be clean and maintained free of soil or foreign substances. Surfaces shall be clean and free of finger marks, smudges, and spills. Floors requiring a finish shall be maintained at a high luster. All elevators shall be serviced daily.
- d. **Exposed Surfaces, Treads, Risers, and Landings:** Stairways, escalators, entrances, landings, railings, risers, ledges, grills, doors, radiators, and surrounding areas shall be free of dirt, dust, litter, and debris. All stairwells, escalators, entrances, landings, railings, riders, ledgers, grills, doors and surrounding areas shall be serviced three (3) times daily or as frequently as required to maintain standards set herein.
- e. **Guard Booth/Desk or Counters:** Services provided shall be consistent with “Room Cleaning” specifications of this contract. Guard booths shall be serviced daily.
- f. **Interior Loading Areas/Platforms/Ramps:** The Contractor shall maintain these areas to ensure that trash, debris, and other discarded materials do not accumulate. Frequent policing is required. Interior loading areas/platforms and ramps shall be serviced at a minimum of once daily or as frequently as required to maintain the standards set herein.
- g. **Vending Areas, Breakrooms, Kitchen, Pantry and Lunch Areas:** The Contractor shall perform exterior refrigerator cleaning standard planned services on a weekly basis (every Friday.) The Contractor shall perform interior refrigerator cleaning standard planned services on a quarterly basis or at the request of the COTR. All areas that are included in the vending space and seating areas shall be

clean, sanitized, and free of spillages, food crumbs, spots, smudges, marks, soil, and show no signs of obvious trash and debris. Due to daily, heavy personnel usage, additional cleaning and policing shall be provided to ensure these areas and furniture therein are clean and sanitary. Counters, exterior of vending machines and all appliances shall be maintained clean and free of spillages, spots, smudges, or marks. The finished floor area shall be free of dirt, spots, spillages, and soil and shall be maintained in accordance with the "Floor Services" portion of this contract. The interiors and exteriors of the refrigerators, cabinets and drawers shall be completely emptied and cleaned on a weekly basis (every Friday). The exterior and interior of all microwave appliances shall be wiped down and cleaned on a daily basis. See **Attachment E.5** for details regarding scheduling. Vending areas, break rooms, kitchen, pantry, and lunch areas shall be serviced every business day at 10:00AM and again at 6:00PM.

C.6.4 All Spaces Not Specifically Identified Elsewhere in the Contract

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

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

C.6.5 Surfaces

The Contractor shall ensure building surfaces are maintained as follows:

- a. **Horizontal Surfaces:** All surfaces shall be free of dust, dirt, oil spots, or smudges. Cabinets and desks with papers, computers, and keyboards shall not be disturbed.
- b. **Metal, Brass and Woodwork:** Surfaces (including corners, crevices, moldings, ledges, handrails, grills, doors, doorknobs, door frames, kick plates, etc.) shall be free of dust, streaks, spots, hand marks, oil, smudges, dirt, soil substances, encrustation, and streaks and shall present a uniform polished appearance.
- c. **Marble Wainscoting:** Surfaces shall be maintained clean and free of smudges, dirt, dust, and removable soil substances. Surfaces shall present a uniform luster. Marble surfaces shall be cleaned with a dampened dust cloth. **NOTE: THE CONTRACTOR SHALL NOT USE CLEANING SOLUTIONS ON MARBLE SURFACES.** Marble Wainscoting shall be done once weekly.

- e. **Glass Cleaning:** All glass, clear partitions, mirror surfaces, bookcases, and other glass (within approximately 70” off the floor) shall be clean and free of dirt, dust, streaks, smudges, watermarks, spots, and grime, and shall not be cloudy. There shall be no water spots on the glass or adjacent fixtures and furniture. Glass cleaning shall be done every third business day with the exception of restroom mirrors. Restroom mirror service shall be completed daily and or as frequently as required to maintain the standards set herein.
- f. **Drinking Fountains:** All fountains shall be free of dirt, watermarks, and all other debris or encrustations. Drinking fountains shall be sanitized and present a lustrous appearance. Drinking fountain service shall be provided daily and or as frequently as required to maintain the standards set herein.
- g. **General Fixtures:** Fixtures and surfaces shall be clean with no dust, spots, soil substances, discoloration, mold, build-up, or excess moisture.
- h. **Walls:**
 - 1. **Clean Spots and/or Marks:** Wall surfaces shall be free of smudges, marks, dirt, and spots. Cleaning should not cause discoloration.
 - 2. Wall service shall be provided on a daily basis for each wall.
- i. **High Dusting/Cleaning:** High dusting/cleaning is any interior room cleaning of seventy inches (70”) and above. High dusting services shall be completed on a semi-annual basis. The Contractor shall perform semi-annual high dusting standard planned services on a bi-annual basis. Surfaces shall be free from all dust, lint, litter, and soil (beyond 70”). Walls shall be free from dirt, smudges and markings. The ceiling shall be free from cobwebs and loose dirt. See the **Attachment E.5** for details regarding scheduling.

C.6.6 Trash, Wastebaskets, and Recycling:

- a. **Trash:** All trash and recycling throughout the entire building, including but not limited to restrooms, office spaces, conference areas, clinic, kitchen, and cafeteria shall be collected and removed throughout the day. Trash and 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 containers, debris containers, and recycling bins shall not be torn, worn, or contain residue.
- b. **Recycling:** The Contractor shall provide all labor, equipment, and means to collect and transport recyclable materials from recycling bins and containers located throughout the building to storage and loading areas. Recycling containers shall be emptied and kept clean, odor-free, and free of dirt, dust, debris, residue, and spilled materials. Plastic liners for all trash, debris containers, and recycling bins shall not be torn, worn, or contain residue. Cardboard side of desk recycling boxes shall be provided by the Contractors to each individual within the facility. Multiport Trash

and Recycling common area bins shall be provided by the Contractors to each common area (i.e., break room, lunchroom, etc.) within the facility.

- c. **Hazardous Materials:** The Contractor shall notify the COTR and or BM, of any item or material identified by the EPA and local regulatory agencies as hazardous waste, hazardous materials, or Universal Waste, observed in the trash or recycling receptacles. Typical prohibited wastes include but are not limited to fluorescent light bulbs, thermostats, thermometers, most chemicals, and batteries (40 CFR Parts 260-273).
- d. **Medical Sharps:** Medical sharps shall be disposed of by the Contractor in accordance with State and Federal Department of Transportation requirements (49 CFR Part 173). Waste containers provided by the District shall comply with OSHA, 29 CFR Part 1910.1030.
- e. **Trash and Recyclables Collection Process:** The standards established from the ruling in the District case DC Gov VS. Sierra Club 2001(Revised 2005) dictates responsibilities for District solicitations of recycling services and Contractor reporting of recycling data. Therefore, the following protocol shall be followed.
- f. **Collection and Disposal:** The Contractor shall provide clearly labeled “Recycling Only” Utility Collection Carts to collect and transport recyclable materials within the Facility. The Contractor shall never store or transport recyclables and trash together (even if bagged separately) in the same Utility Collection Cart, unless is a compartmentalized cart in order to avoid or give the appearance of cross contamination.
 - 1. The Contractor shall collect recyclables on a daily basis from Offices where large and mid-sized centralized containers are located. Centralized containers may be large white corrugated boxes approximately 42” high holding white ledger paper and/or mixed paper and smaller corrugated Boxes approximately 18” high holding newspapers. Other centralized Containers may also be composed of a plastic material. Utility Collection Carts containing recyclable materials shall be taken to the loading dock or designated hauling pick-up point within the premises to be emptied into “Recycling” designated hauling containers for transport to a recycling center.
 - 2. Contractor shall provide large, descriptive labels (Spanish and English) on all Containers used to transport trash or recyclables to the loading dock or designated hauling pick-up point within each building.
 - 3. Contractor shall, at a minimum collect, for recycling purposes the following materials (mixed office paper, including newspapers and inserts, soft cover publications, catalogs, unwanted mail, magazines, all other paper, any color any size), paperboard, corrugated boxes, food and beverage containers made of glass, plastic, tin and aluminum, toner

cartridges, or other recyclable materials as deemed appropriate by the District).

4. Contractor shall pull corrugated containers from the trash stream and place them in designated recycling containers. The Contractor shall, if necessary, bundle or bind the corrugated containers to facilitate transport by the recycling hauler. NOTE: Corrugated cardboard should never be placed in trash dumpsters or compactors for disposal.
 5. The Contractor shall set aside all broken furniture, wooden pallets and similar large objects for bulk collection pick up.
 6. The Contractor shall weigh each week all recycling materials using scales (1) at facilities with existing scales, (2) for facilities without scales, the Contractor shall document/log the number of containers with recyclables and the number of containers with trash in accordance with the hauling schedule for that location. The Contractors shall complete and submit the Weekly Recyclable and Trash Weight forms to the COTR. The forms shall include, at a minimum; location, date, size of container, container contents, weight of container (if applicable), quantity of full containers and partially filled containers to the nearest quarter. All forms shall be approved by the COTR.
- g. **Plate Glass:** All glass (including glass over and in exterior and vestibule doors, spandrel glass, all plate glass around entrances, lobbies, and vestibules) shall be clean and free of dirt, grime, streaks, and moisture and shall not be cloudy.
- h. **Window Washing-Interior:** Window sashes, sills, woodwork, and other surroundings of glass shall be wiped free of drippings and other watermarks on a daily basis. In addition, windows shall be thoroughly deep cleaned (free of dirt, grime, streaks, and moisture, and shall not be cloudy) from corner to corner on the interior on an annual basis. See **Attachment E.5** for details regarding scheduling. Interior window washing shall be completed on a semi-annual basis.
- i. **Window Blinds and Coverings (Not including Drapes, Curtains, and Unique Coverings):**
1. Windows and blinds services shall be completed on a semi-annual basis.
 2. Dusting: All blinds and coverings, cord tape, and valances shall be clean and free of dust and spots. Non-operational blinds and coverings shall be reported to the COTR, BM and/or BMS for repair.
 3. Washing: Both sides of blinds and coverings shall be washed annually. Cleaning frequencies that are additional to standard planned services shall be completed on a supplemental reimbursement basis to the Contractor. See **Attachment E.5** for details regarding scheduling.

C.6.7 Specialized Facilities-Fitness Center(s) at FEMS Districts

The Contractor shall clean and sanitize FEMS fitness centers in accordance with the standard service requirements, with close attention paid to OSHA 29 CFR 1910.1030 and in the case of human waste or fluids all cleaning and disposal shall follow Blood Borne Pathogens as specified in OSHA 29 CFR 1910.1030. In addition, the Contractor shall comply with any manufacture recommendations. The Contractor shall regularly and thoroughly sanitize and disinfect common areas using non-toxic, non-corrosive, EPA registered, no-rinse, no-wipe & no-residue formula that can be sprayed on and let air dry with no harm to user or equipment. The Contractor shall use cleaning agents that kill 99.99% of all virus and bacteria, as well as mold and mildew. The Contractor shall service Specialized Facilities-Fitness Center(s) on a daily basis as described in C.4.1.7.1 respectively and additionally as frequently required to maintain the standards set herein.

C.6.7.1 Specialized Standard Cleaning-Fitness Centers

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

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

C.6.8 Exterior Cleaning Services

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

C.6.8.1 General Appearance and Policing

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.6.8.1.1 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.6.8.1.2 The Contractor shall provide exterior cleaning services at a minimum of twice daily, at least, once in the morning and once in the late afternoon and or as frequently as required to maintain the standards set herein.

C.6.8.2 Policing Outside Areas

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

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

C.6.8.3 Exterior Plate Glass

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

C.6.8.4 Exterior Window Washing

The Contractor shall perform exterior window washing (ground level only) as standard planned services on an annual basis. The Contractor shall clean both sides of the glass to ensure the glass is clean and free of dirt, grime, streaks, and moisture, and shall not be cloudy. The Contractor shall wipe and clean window sashes, sills, woodwork, and other areas surrounding the glass so that the area is free of drippings and other watermarks. Cleaning frequencies at the request of the COTR, which are in addition to standard planned services shall be completed on a supplemental reimbursement basis to the Contractor. See **Attachment E.5** for details regarding scheduling.

C.6.8.4.1 The Contractor shall ensure window washing work is performed consistent with safety requirements promulgated by the OSHA including adequate fall protection for window washers. Contractor shall provide proof of *required licensing and insurance* to perform exterior window washing.

C.6.8.5 Exterior Canopies

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

C.6.8.6 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 of in accordance with the EPA and local regulatory agency requirements.

C.6.8.6.1 The Contractor shall provide, for the purpose of removal of trash, debris, and spill residue to exterior hard surface service areas cleaning at a minimum of twice daily, once in the morning and a once in the afternoon and or as frequently as required to maintain the standards set herein.

C.6.8.6.2 The Contractor shall provide, for the purpose of removal of gum, hard debris, oil and grease, exterior hard surface services shall be performed on a bi-weekly basis.

C.6.8.9 Exterior Ash Receptacles and Trash Containers

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

C.6.8.10 Exterior Surfaces (Signs, Vending machines, Tables, 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.6.8.11 Parking Structures, Parking Lot(s), Garages, and Exterior Loading Dock Areas

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

- C.6.8.11.1** 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.6.8.11.2** The Contractor shall conduct annual pressure washing of all floors and walls of the exterior loading dock areas only. Cleaning frequencies that are additional to standard planned services shall be completed on a supplemental reimbursement basis to the Contractor. See **Attachment E.5** for details regarding scheduling.
- C.6.8.11.3** The Contractor shall police parking structures, parking lots, garages, and exterior loading docks services are required at a minimum of twice daily and or as frequently as required to maintain the standards set herein.

C.6.8.12 Exterior Excrement Removal (Human)

The Contractor shall ensure all steps and stairs, entrances, sidewalks, arcades, landings, balconies, and ledges shall be cleaned of all excrement while following established safety precautions as outlined in the Center of Disease Control (CDC) protocols. The Contractor shall maintain knowledge of cautionary requirements in cleaning areas contaminated by human excrement. The Contractor shall fully train all employees designated to perform these services in accordance with OSHA standards. The Contractor shall use cleaning agents that kill 99.99% of all virus and bacteria, as well as mold and mildew.

C.6.9 Routine Janitorial Services

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

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

C.6.10 Safety and Health

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

C.6.10.1 Directives and Regulations

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

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

C.6.10.1.1 The Contractor shall be responsible for the occupational safety and health of its personnel as established in applicable statutes, regulations, manuals, directives, and instructions the contractor shall take all measures necessary to ensure compliance with all OSHA and other safety and health requirements pertaining to all work under this contract.

C.6.10.2 Safety Program

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

- a. A Site Health and Safety Plan in accordance with the U.S. Army Corps of Engineers Safety manual EM-385-1, OSHA requirements and other accepted industry standards;
- b. Describe how the Contractor's safety program complies with the Federal and State OSHA's and any other safety provisions within this contract;
- c. Consist of but not be limited to, the following areas: organizational: methodology; and hazardous material (with emphasis on cleaning material, lead, and gun powder material).

C.6.10.2.1 The Contractor shall conduct safety orientation training and industrial hygiene inspections at the level of effort and at the frequencies detailed in applicable government statutes, regulations, and instructions.

C.6.10.2.2 The Contractor shall ensure that safety specialists and safety training personnel are qualified and certified to applicable professional standards, affiliated organization certifications and government statutes, regulations, and instructions.

C.6.10.2.3 The Contractor shall maintain all records, reports, logs, etc. in accordance with OSHA 300 with copies provided to the FEMS COTR.

C.6.11 Reporting Requirements

C.6.11.1 Daily Summary Log

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

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

C.6.11.2 Recycling Records

The Contractor shall furnish to FEMS a record of recycled brass weights and the associated dollar credit values each time brass is recycled.

C.6.12 Environmental Cleaning

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

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

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

C.6.12.1 The Contractor shall provide evidence, annually for current staff and upon hire for new staff that demonstrates the Contractor's maintain current certifications to perform work las described in the guidance established in the Occupational Safety and Health Act of 1970, (OSHA) and more specifically the following OSHA standards:

- a. Blood borne Pathogens - 1910.1030
- b. Respiratory Protection - 1910.134
- c. Hazardous Waste Operations and Emergency Response - 1910. 120
- d. Personal Protective Equipment - 1910.132

C.6.13 Green Cleaning

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.6.13.1 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 the methods, materials, and equipment used under the contract. The Green Cleaning Plan is required to be submitted 15 days after issuance of award.

C.6.13.2 The Contractor's shall submit to the COTR a Green Cleaning Product Volume Report which shall clearly report the use by liter volume amount by facility of Green Cleaning products used. Green cleaning products and processes include, but are not limited to, products containing recycled content, bio-based products, and products and/or services that minimize the use of energy, water, and other resources. Specific products of concern with specified Post-Consumer Recycled Content (PCRC) amounts are as follows:

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

C.6.13.3 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.6.13.4 The Contractor shall provide Material Safety Data Sheet (MSDS) for all products used. The Contractor shall provide new MSDS if products change. The Contractor shall maintain copies of all forms that should be housed at each facility and copies provided to the COTR.

C.6.13.5 The Contractor shall utilize **FEMS provided** environmentally preferably janitorial products that support the District’s environmentally preferable purchasing (EPP) initiative which emphasizes products and services that have a lesser or reduced effect on human health and the environment, when compared with competing products or services that serve the same purpose. This comparison considers the life cycle of the product from raw material acquisition, production, manufacturing, packaging, distribution, re-use, operation, maintenance, and disposal.

Janitorial products subject to the requirements of this clause and provided by the District include but are not limited to the following:

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

C.6.14 Management and Suppression of Pests:

For the avoidance of doubt and not withstanding anything to the Contrary, under this Contract, the Contractor **shall not** be responsible for or task to perform integrated pest management services including but not limited to the application and practices of biological, cultural, physical/mechanical, and chemical management tools. 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.6.14.1 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.6.14.2 Outdoor populations of potentially indoor-infesting species that are within the property boundaries.

C.6.14.3 Nests of stinging insects within the property boundaries.

C.6.14.4 All excluded pest populations that are incidental invaders inside the building, including winged termite swarmer’s emerging indoors.

C.6.14.5 The Contractor shall notify the COTR if it notices any pests and ensure its janitorial/custodial service plan is robust and is performed adequately to aid in the control of pests.

C.7 SUPPLEMENTAL SERVICES

The Contractor shall provide interior and exterior supplemental services to fulfill the District's intermittent need for work that is outside the required frequency of routine or standard planned services. These services are in addition to, not in replacement of, the routine services.

- a. The determination of whether such services qualify as supplemental depends upon when and why the service is performed.
- b. The Contractor shall provide all supplemental services only at request and written or verbal approved by the CO.
- c. The Contractor shall upon the CO 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 only after the CO has provided written authorization to proceed.
- d. The Department will issue funding for supplemental services and the Contractor shall submit invoices for supplemental services separate from the monthly fixed standard services.

C.7.1 Cost Reimbursement Ceiling for Supplemental Services

- a. The cost reimbursement ceiling for Supplemental Services is set forth in **Section B.4.1.1.1** for the Base Period and each subsequent Option Period.
- b. The costs for performing Supplemental Services under this contract shall not exceed the cost reimbursement ceiling as specified.

C.7.2 Reimbursable Supplemental Service Approvals

After approval by the CO, and with a valid Purchase Order ("PO") in place, the Contractor may perform Supplemental Services. Any cost of \$2,500.00 or more will require the CO's approval through a written Task Order and Notice to Proceed (NTP) which may be in the form of an email.

C.8 JANITORIAL SERVICES SUPPORTING REQUIREMENTS

C.8.1 Staff and Supervision

C.8.1.1 Staffing and Work Schedules

General Scheduling Requirements:

- a. Cleanings to occur Monday through Fridays; Saturday’s will be make-up day.

Mondays:Battalion 1 facilities
Tuesdays:Battalion 2 facilities
Wednesdays:Battalion 3 facilities
Thursdays:Battalion 4 facilities
Fridays:Battalion 5 & 6 facilities

- b. All cleaning services at a location will occur either in morning (7am to 1pm) or afternoon (1pm to 7pm) and the Contactor shall schedule the service dates and times on a scheduled cadence which will not be altered without prior approval from the CO and or COTR.

- c. The Contractor to provide adequate daily personnel to meet FEMS cleaning schedule requirements. At a minimum, each Contractor Cleaning Crew to be compromised on one (1) Male worker and one (1) Female worker to address gender natural and gender specific areas.

The Contractor shall maintain the following service level specifications for each facility based on the PSRN (*Priority Service Requirements Necessary*) designations below.

- 1. PSRN-1
 - a. Facility to be cleaned one (1) time a week.
- 2. PSRN-2
 - a. Facility to be cleaned two (2) times a week.
- 3. PSRN-3
 - a. Facility to be cleaned three (3) times a week.
- 4. PSRN-OC
 - a. The facilities shall be cleaned on an on-call basis; the District will provide 24-hour advance notice unless emergency cleanup is required and all services, will be compensated on a reimbursable basis in accordance with the rates established for the specified Contract period.

C.8.1.2 Schedule

The Contractor shall develop and submit a detailed staffing list to include, but is not limited to, the number of staff to be assigned to each building, hiring plans, and shift

schedules. The Contractor shall provide the COTR with an emergency contact telephone number(s) and emergency contact email address.

C.8.2 Strike Contingency Plan

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

C.8.3 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.8.3 Staff Training

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

C.8.3.1 Training and Certifications

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

C.8.4 Employees Contact

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

C.8.5 Daily Sign-In and Sign-Out

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

C.8.6 Security Requirements

- a. The Contractor shall comply with all security requirements and procedures of the facility.
- b. The Contractor shall conduct routine pre-employment criminal record background checks of all of the Contractor's staff that will provide services under this contract as permitted by D.C. law. Except for professionals in accordance with D.C. Office

Code 3-1201.01, et seq. The Contractor shall not employ any staff in the fulfillment of the work under this contract unless said person has undergone a background check, to include National Criminal Information Center Report and Child Protective Services Report (Abuse and Neglect).

- c. The Contractor shall provide the results of the background checks for each employee proposed to deliver services under this contract. Background checks for subsequent staff intended to perform services under this contract shall be provided to the COTR. The Contractor(s)' staff may begin employment pending the results of the criminal background checks, but immediately be terminated should the Contractor or OPS 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 OPS through the COTR any arrests or convictions that may occur subsequent to employment. Any conviction or arrest of the Contractor's employees after employment shall be reviewed by OPS 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 a 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 in the Arrest and Criminal History Section; Room 3055. Most requests will be processed while you wait, generally between 15-45 minutes. One of the following documents are needed to make the request:
 - (a) Government Issued Photo ID, such as, Driver's License or Non-Driver's ID
 - (b) Original Birth Certificate **and** Social Security Card.
3. Pay a fee of \$7 is required (cash or money orders only, payable to DC Treasurer; no credit cards or personal checks);
4. Complete and sign the Non-Employee ID Credential Request form once Police Clearance has been obtained;
5. Submit the Police Clearance documentation, original ID Credential Request form and a legible copy of the staff member's driver's license to OPS for processing.

C.8.7 Service Call Program

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

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

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

C.8.8 Quality Control Plan (QCP)

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

C.8.8.1 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.8.9 Communication Plan

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

C.8.9.1 The Contractor shall prepare and provide to the CO, COTR, and BM a communication plan detailing how the Contractor will use technology (two-way digital communication)

to communicate with District Representatives, to receive and respond to service calls, emergencies, status of projects, invoicing, general communication, tenant complaints etc. The Communication Plan shall include, at a minimum, detailed provisions for:

- 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. The contractor is responsible for all costs associated with the electronic messaging device.
 2. A portable email device used to send and receive messages.

C.8.10 Exposure Control Plan

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

C.8.11 Pandemic Plan

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

C.8.12 Meetings

C.8.12.1 Monthly

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

C.8.12.2 Quality Control Meetings

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

C.8.12.3 Partnering Meeting

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

C.8.12.3.1 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.

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

- a. Monthly Bed Mattress Steam Cleaning
- b. Semi-Annual Wipe-down of Personal Duty Lockers (exterior only)
- c. Semi-Annual Cleaning of Locker Room Lockers (exterior only)
- d. Annual Power Washing of Building Entry/Exit Points and Loading Dock
- e. Annual Exterior Window Cleaning
- f. Annual Cleaning of the Carpeted Areas (Carpet Cleaning)
- g. Annual Cleaning of the Canopies
- h. Annual Stripping, Sealing, and Waxing of the VCT Areas
- i. Annual Kitchen Deep Cleaning
- j. Annual Bathroom/Shower Wall and Floor Ceramic Tile Scrubbing & Steam Cleaning

C.8.13 Key Personnel

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

C.8.13.1 The Contractor shall provide one or more on-site Supervisors who shall be responsible for the performance of work. The name of this person, and an alternate or alternate, who shall act for the Contractor when the on-site Supervisor is absent, shall be included in the Contractor's proposal. The Contractor shall provide an emergency phone number, cell phone number or pager number that is accessible at all times.

C.8.13.2 The on-site Supervisor(s) or alternate(s) shall have full authority to act for the Contractor on all contract matters relating to the daily operation of this contract.

C.8.13.3 The Project Manager, on-site Supervisor(s) and any alternates shall have excellent oral and written communication skills, and be able to read, write, speak, and understand the English language.

C.8.13.4 The Project Manager, on-site Supervisors and any alternates shall be available to communicate with the Department by telephone and email twenty-four (24) hours a day, seven (7) days a week, over the course of the contract. The Contractor shall not be permitted to reassign any of the key personnel unless the Department approves the proposed reassignment and the proposed replacement.

C.8.14 Uniforms

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

SECTION D

PACKAGING AND MARKING

- D.1** To the extent applicable, 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 **Exhibit E.1**.

SECTION E

INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for the resultant Contract shall be governed by **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 **Exhibit E.1**.

SECTION F PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be for a Base Period (BP) beginning date of award, recognized by the execution signature of the Contracting Officer in Section A, Contract Award, Blocks 20B and 20C, ending on September 30, 2023.

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 *unilaterally* extend the term of this Contract for a period of four (4), one (1)-year option periods (each an “Option Year”), 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. ***For the avoidance of confusion and notwithstanding anything to the contrary, this Contract does not automatically renew.***

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 E.5**. 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-2023 thru 30-Sep-2024
OY2	1-Oct-2024 thru 30-Sep-2025
OY3	1-Oct-2025 thru 30-Sep-2026
OY4	1-Oct-2026 thru 30-Sep-2027

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 rates both routine and supplemental as stipulated in the Contract remain applicable as specified in the **Section [B.4]** for the life of the contract.

F.2.4 The total duration of this Contract, including the exercise of any options under this clause, shall not exceed five (5) years unless prior to the expiration of a contract, the Chief Procurement Officer determines in writing that it is in the best interest of the District to

extend the term beyond the total term specified and provides justification for using a sole source modification in accordance with Chapter 47 of Title 27 of the DCMR.

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:

SECTION	DELIVERABLE	FORMAT METHOD OF DELIVERY	DUE DATE
C.5.1.6	Operating/Operations Management Plan	Submit in writing	(10) Days Post Contract Award
C.6.5.6.9.6	Trapped Rodent Notification	Submit in writing or by verbal phone call	Within (2) hours of discovery
C.9.1.1	Staffing and Shift Requirements	Submitted in writing	Within (10)-days following any changes
C.9.2	Strike Contingency Plan	Submitted in writing	(10) Days Post Contract Award
C.9.8(a), (b), (c) H.10	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
C.9.10.1	Quality Control Plan (QCP)	Submitted in writing	(10) Days Post Contract Award for Review and Approval by the COTR
C.9.11.1	Communication Plan	Submitted in writing	(10) Business-Days Post Contract Award for Review and Approval by the COTR
C.9.12	Exposure Control Plan	Submitted in writing	(10) Business-Days Post Contract Award for Review and Approval by the COTR
C.9.13	Pandemic Plan	Submitted in writing	(10) Days Post Contract Award
C.10.2.1	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
C.10.1	Proposed Equipment Inventory List	Submit in writing	(10) Days Post Contract Award

F.3.1 The Contractor shall submit to the District as a deliverable, the report described in Section **[H.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 District shall not make final payment to the Contractor 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 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

- G.2.1** 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. 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 Quick Payment Act.
- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.2.2.1** Contractor's name, federal tax ID and invoice date (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.2.2.6]** 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.5.7]**.

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 Services

Unless otherwise specified in this contract, payment will be made on partial deliveries of services accepted by the District if:

- (a) The CO determines that the amount due on the deliveries warrants it; or
- (b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total Contract price; and
- (c) Presentation of a properly executed invoice.

G.4.2 Lump Sum Payment

The District will pay the full amount due the Contractor for all software after:

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

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% 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 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 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 3rd day after the required payment date for meat or a meat food product.

G.6.1.2.2 5th day after the required payment date for an agricultural commodity; or

G.6.1.2.3 15th 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 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** 3rd day after the required payment date for meat or a meat product.
- G.6.2.2.2** 5th day after the required payment date for an agricultural commodity; or
- G.6.2.2.3** 15th 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:

DOMONIQUE L. BANKS

Contracting Officer, Supervisory Contract Specialist

Department of General Services

2000 14th Street, N.W. | 4th Floor

Telephone: (202) 719-6544

E-mail address: domonique.banks@dgs.gov

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

- G.8.1** The CO is the only person 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 (COTR)

G.9.1 The COTR 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 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 *will be provided upon award*:

Name of CA
Title of CA
Address
Telephone
Fax
E-mail address

G.9.3 The COTR 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 Agreement s, 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, and in writing, by the CO. The Contractor may be denied compensation or other relief for any additional work performed that is not so authorized by the CO; 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 – *RESERVED [Intentionally Omitted]***

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** – *RESERVED [Intentionally Omitted]*
- G.13** **RIDER CLAUSE**
- G.13.1** The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Metropolitan Washington Council of Governments (“MWCOC”) and the Baltimore Metropolitan Council (“BMC”) to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, DC region (“region”).
- G.13.2** A lead agency format is used to accomplish this work. The Lead Agency in this procurement and has included this MAPT Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions.
- G.13.2.1** Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.
- G.13.2.2** Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.
- G.13.3** Other Conditions - Contract and Reporting
- G.13.3.1** The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located.
- G.13.3.2** To provide to MWCOC and/or BMC contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants.
- G.13.3.3** Contract obligations rest solely with the participating entities only.
- G.13.3.4** Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.
- G.13.4** In pricing and other conditions, vendors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this region.

G.13.5

A list of the participating members of the Mid-Atlantic Purchasing Team can be found at the following web links:

www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/

[http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives.](http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives)

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 PREVAILING WAGE

H.2.1 Department of Labor Wage Determinations

The Contractor shall be bound by the *Wage Determination No. 2015-4281, Revision No.: 25, dated 27-December-2022 – Exhibit E.2*, 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 **Exhibit E.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.2.2 Davis Bacon Act - *RESERVED [Intentionally Omitted]*

H.2.3 Living Wage Act

The Living Wage Act is applicable to this Contract. As such, the Contractor and its subcontractors shall comply with the wage and reporting requirements imposed by that Act – **Exhibit E.3**.

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 demonstrates 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:

- (1) New employees at the commencement of employment.
- (2) Existing employees; and
- (3) 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 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

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

H.7 AUDITS AND RECORDS

H.7.1 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.7.2 Examination of Costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the CO, or an authorized representative of the CO, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor’s plants, or parts of them, engaged in performing the contract.

H.7.3 Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the CO, or an authorized representative of the CO, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor’s records, including computations and projections, related to:

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

H.7.4 Comptroller General

H.7.4.1 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.7.4.2 This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

H.7.5 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.7.6 Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in clauses H.7.1 through H.7.5, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any shorter period specified in the solicitation, or for any longer period required by statute or by other clauses of this contract. In addition:

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

H.7.7 The Contractor shall insert a clause containing all the terms of this clause, including this **Section H.7.7**, in all subcontracts under this contract that exceed the small purchase threshold of \$100,000, and:

- a) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
- b) For which cost or pricing data are required; or
- c) That requires the subcontractor to furnish reports as discussed in H.7.5 of this clause.

H.8 ADVISORY AND ASSISTANCE SERVICES

H.8.1 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.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

The following Sections H.9.1.1 – H.9.1.7 are not applicable where the Director of DSLBD has granted a full waiver of the 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 paragraph 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 proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

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

at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

H.9.2 **Mandatory Subcontracting Requirements**

The following Sections H.9.2.1 – H.9.2.5 *are only applicable* where a full waiver has been approved by the Director of DSLBD.

H.9.2.1 The Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver of the mandatory subcontracting requirements for this contract.

H.9.2.2 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.9.2.3 A prime contractor that is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

H.9.2.4 Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.

H.9.2.5 A prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

H.9.3 **Subcontracting Plan**

The following Sections H.9.3.1 – H.9.3.2 are *not applicable* if the Director of the DSLBD has approved a full waiver of subcontracting requirements OR if the solicitation is procured in the set-aside market.

H.9.3.1 If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of **Sections H.9.1 or H.9.2** of this clause. The plan shall be submitted as part of the proposal and may only be amended after being awarded with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan after award shall inure to the benefit of the District.

H.9.3.2 Each subcontracting plan shall include the following:

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

H.9.4 **Copies of Subcontracts**

The following Section H.9.4.1 is *not applicable* to Contracts where the Director of DSLBD has approved a full waiver of the subcontracting requirements or the services were solicited in the set-aside market.

H.9.4.1 Within twenty-one (21) days of the date of award, the Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, CA, District of Columbia Auditor, and the Director of DSLBD.

H.9.5 **Subcontracting Plan Compliance Reporting**

The following Sections H.9.5.1 – H.9.5.2 *are not* applicable to Contracts where the Director of DSLBD has approved a full waiver of the subcontracting requirements or the services were solicited in the set-aside market.

H.9.5.1 If the Contractor has a subcontracting plan required by law for this contract, the Contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor, and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

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

H.9.5.2 If the fully executed subcontract is not provided with the quarterly report, the prime contractor will not receive credit toward its subcontracting requirements for that subcontract.

H.9.6 **Annual Meetings**

The following Section H.9.6.1 *is not* applicable to Contracts where the Director of DSLBD has approved a full waiver of the subcontracting requirements or the services were solicited in the set-aside market.

H.9.6.1 Upon at least 30 days written notice provided by DSLBD, the Contractor shall meet annually with the CO, CA, District of Columbia Auditor, and the Director of DSLBD to provide an update on its subcontracting plan.

H.9.7 **Notices**

The following Section H.9.7.1 *is not* applicable to Contracts where the Director of DSLBD has approved a full waiver of the subcontracting requirements or the services were solicited in the set-aside market.

H.9.7.1 The Contractor shall provide written notice to the DSLBD and the District of Columbia Auditor upon commencement of the contract and when the contract is completed.

H.9.8 **Enforcement and Penalties for Breach of Subcontracting Plan**

The following Sections H.9.8.1 – H.9.8.3 *are not* applicable to Contracts where the Director of DSLBD has approved a full waiver of the subcontracting requirements or the services were solicited in the set-aside market.

H.9.8.1 A contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.

H.9.8.2 A contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.

H.9.8.3 If the CO determines the Contractor’s failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions in **Clause 8 of the Standard Contract Provisions, Default**.

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) (the “Act” as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.

H.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 **BOND REQUIREMENTS - *RESERVED [Intentionally Omitted]***

H.12 **DISINCENTIVE FEE SCHEDULE - (MONETARY ADJUSTMENTS – FINES/FEES)/LIQUIDATED DAMAGES - *RESERVED [Intentionally Omitted]***

H.13 **DISTRICT RESPONSIBILITIES**

H.13.1 **District Furnished Property**

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

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

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

H.13.3 Furniture and Furnishings

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

H.14 CONTRACTOR RESPONSIBILITIES

H.14.1 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 and the agents and employees of the subcontractors, performing or supplying work in connection with the project/services.

H.14.1.1 Notwithstanding anything to the contrary, the Contractor shall be responsible for providing services and or supplies in accordance with the requirements of this Contract including but not limited to **Section [C]** – Scope of Work.

H.14.1.2 Notwithstanding anything to the contrary, 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.14.1.3 Notwithstanding anything to the contrary, the Contractor shall furnish all equipment needed for the performance of the work under the resultant contract.

H.14.1.4 Notwithstanding anything to the contrary, the Contractor shall assume full responsibility and liability for compliance with all applicable regulations during the execution of work and shall hold the District harmless for any action on his part or that of his employees or subcontractors, which results in illness, injury, or death.

H.14.2 Safety Requirements - *if and where applicable*

H.12.2.1 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.14.2.2 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.14.2.2.1 Back support devices

H.14.2.2.2 Eye protection

H.14.2.2.3 Hearing protection

H.14.2.2.4 Hand protection

H.14.2.2.5 Head protection

H.14.2.2.6 Foot protection

H.14.3 Special Provisions Related to the Covid-19 Emergency

The Contractor is required to comply with Mayor’s Order 2021-099, COVID-19 Vaccination Certification Requirement for District Government Employees, Contractors, Interns, and Grantees, dated August 10, 2021, and all substantially similar vaccine requirements, including any modifications to this Order, unless and until they are rescinded or superseded. At the request of the District government, Contractors may be asked to provide certification of compliance with this requirement and/or documents and records in support of this certification.

H.14.3.1 The Contractor is required to comply with City Administrator’s Order 2021-4, Resumption of Requirement for All Persons to Wear a Mask Inside District Government Buildings and While on Duty as a District Government Employee or Contractor, dated July 30, 2021, and all substantially similar mask requirements including any modifications to this Order, unless and until they are rescinded or superseded.

H.14.3.2 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.14.3.3 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.14.3.4 The Contractor shall immediately notify the COTR if the job site is visited by an OSHA official for compliance with the Occupational Safety and Health Act or any other safety regulatory requirements.

H.14.4 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.14.5 Delivery of Services

For the avoidance of doubt, it is understood that the Contractor shall delivery the services contemplated in the Scope of Work, **Section [C]** in accordance with all services level agreements and Deliverables identified in **Section [F.3]**.

H.14.6 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.14.7 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.14.8 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.13.9 Suspension of Work

H.14.9.1

In the event services are not provided or required by the District due to unanticipated circumstances, modification(s) to the Contract shall be issued to reflect any change in circumstance.

H.14.9.2

Therefore the modification to the Contract will reflect the applicable reduction of services and reduce the cost of services based on the revised service levels as determined by Government's needs, including but is not intended to be limited to removal of an individual site(s) from the Asset Class Group, reduction of services hours and or reduction of staffing levels.

H.14.10 Contract Completion or Termination

H.14.10.1

The Contractor shall turn over all plans' codes, manuals, records, files, reports, databases spare inventory and materials and all else such tangible and intellectual property developed or purchased in the course of the contract to the COTR within thirty (30) calendar days after contract completion or termination.

H.14.11 Staff Attire and Identification

H.14.11.1

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

H.14.11.2 The Contractor’s staff shall wear identification badges at all times. The identification badges shall provide a company logo, employee’s name, and employee photograph.

H.15 ANTI-DEFICIENCY ACTS

The obligations and responsibilities of the Department under the terms of the Contract, or any subsequent Agreement entered into pursuant to this Contract or referenced herein (to which the Department is a party), are and shall remain subject to the provisions of: (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351, 1511-1519 (2004) (the “**Federal ADA**”), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01 – 355.08 (2004 Supp.) (the “**D.C. ADA**” and (i) and (ii) collectively, as amended from time to time, the “**Anti-Deficiency Acts**”); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001). Pursuant to the Anti-Deficiency Acts, nothing in this Agreement shall create an obligation of the Department in anticipation of an appropriation by Congress for such purpose, and the Department’s legal liability for payments and other charges under this Contract shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress. **IN ACCORDANCE WITH § 446 OF THE HOME RULE ACT, D.C. CODE § 1-204.46, NO DISTRICT OF COLUMBIA OFFICIAL IS AUTHORIZED TO OBLIGATE OR EXPEND ANY AMOUNT UNDER THE AGREEMENT OR CONTRACT UNLESS SUCH AMOUNT HAS BEEN APPROVED, IS LAWFULLY AVAILABLE AND APPROPRIATED BY ACT OF CONGRESS.**

H.16 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at *D.C. Official Code § 2-532 (a-3)*, requires the District to make available for inspection and copying any record produced or collected pursuant to a District Contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the Contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in **Section [G.9.2]** who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with *D.C. Official Code §2-532* and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.17 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits

discrimination against disabled people in federally funded program and activities. See 29 U.S.C. §794 et seq.

H.18 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

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

H.19 WAY TO WORK AMENDMENT ACT OF 2006

H.19.1 Except as described in **Section [H.18.8]** below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 et seq.) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.

H.19.2 The Contractor shall pay its employees and subcontractors who perform services under the Contract no less than the current living wage.

H.19.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the Contract no less than the current living wage rate.

H.19.4 The DOES may adjust the living wage annually and Contractor will find the current living wage rate on its website at www.does.dc.gov.

H.19.5 The Contractor shall provide a copy of the Fact Sheet attached as **Exhibit E.2** to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as **Exhibit E.2** in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

H.19.6 The Contractor shall maintain its payroll records under the Contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

H.19.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of *D.C. Official Code §32-1301 et seq.*

H.19.8 The requirements of the Living Wage Act of 2006 do *not* apply to:

- (1) Contracts or other Agreement s that are subject to higher wage level determinations required by federal law.
- (2) Existing and future collective bargaining Agreement s, provided, that the future collective bargaining Agreement results in the employee being paid no less than the established living wage.

- (3) Contracts for electricity, telephone, water, sewer, or other services provided by a regulated utility.
- (4) Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor.
- (5) Contracts or other Agreement s that provide trainees with additional services including, but not limited to, case management and job readiness services, provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week, provided that he or she does not replace employees subject to the Living Wage Act of 2006.
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District.
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3).
- (9) Medicaid provider Agreement s for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Healthcare and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (*D.C. Law 5-48; D.C. Official Code § 44-501*); and
- (10) Contracts or other Agreement s between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.19.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.20 CAMPAIGN FINANCE REFORM ACT

The Contractor agrees to comply with the Campaign Finance Reform Act certification requirement **Attachment A.9** pursuant to D.C. Official Code § 1-1161.01 and will satisfy all self-certification requirements prior to the execution of any task order, as applicable.

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 *(in and when applicable)*

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 **Exhibit E.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. 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. Should the Contractor decide to engage a subcontractor for segments of the work under this contract and wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided by the CA, to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor and the CA. The Contractor must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor. If the Contractor decides to engage a subcontractor without requesting from ORM specific insurance requirements for the subcontractor, such subcontractor shall have the same insurance requirements as the Contractor.

General liability, commercial auto, workers' compensation and property insurance policies (if applicable to this agreement) shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not

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

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

DGS should collect, review for accuracy, and maintain all warranties for goods and services.

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

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

All insurance required by paragraphs 1,2 and 3 shall include a waiver of subrogation endorsement for the benefit of the Government of the District of Columbia.

4. Crime Insurance (3rd Party Indemnity) - The Contractor shall provide a Crime policy including 3rd party fidelity to cover the dishonest acts of Contractors, its employees and/or volunteers which result in a loss to the District. The Government of the District of Columbia shall be included as loss payee. The policy shall provide a limit of \$50,000 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. Limits may not be shared with other lines of coverage. A copy

of the cyber liability policy must be submitted to the Office of Risk Management (ORM) for compliance review. **NOTE: *The Office of Risk Management (ORM) will require the Contractor to furnish a hard copy of the actual cyber policy (not just the binder) prior to granting approval of the policy.***

6. Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. Coverage should include physical abuse, such as sexual or other bodily harm and non-physical abuse, such as verbal, emotional, or mental abuse; any actual, threatened, or alleged act; errors, omission or misconduct. 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 or “shared” limits under a commercial general liability or professional liability policy will not be acceptable. Limits may not be shared with other lines of coverage. The applicable policy may need to be submitted to the Office of Risk Management (ORM) for compliance review.
7. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor’s umbrella or excess liability policy or (ii) \$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 coverage 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.** Contractors 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 of the 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 and submitted by email to the attention of

[Domonique L. Banks](#)

Contracting Officer, Supervisory Contracts Specialist

Department of General Services

Telephone: (202) 727-2800 | E-mail address: 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 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, "on compliance with Equal Opportunity Requirements in District government contracts," each Offeror shall submit the forms for completion of the Equal Employment Opportunity Information Report incorporated herein as **Attachment A.5**. Failure to comply with the implementing rules shall result in rejection of the respective bid. An award cannot be made to any Offeror who has not satisfied the equal employment requirements.

I.16 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.17 TIME

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

I.18 ORDER OF PRECEDENCE

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

ORDER OF PRECEDENCE

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

- (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 exhibits and solicitation attachments other than the Standard Contract Provisions
- (5) the RFP, as amended.
- (6) the Contractor's Proposal

SECTION J
PROPSOED CONTRACT EXHIBITS & SOLICITATION ATTACHMENTS

The following list of Proposed Contract Exhibits and Solicitation Attachments are incorporated by and reference herein.

EXHIBIT /ATTACHMENT NO.	DOCUMENT	REFERENCE/ COMPLIANCE
EXHIBITS TO THE CONTRACT		
E.1	Government of the District of Columbia’s Department of General Services Standard Contract Provisions (“SCP”) for Supplies and Services Contracts, January 2016	<i>Ref.</i>
E.2	U.S. Department of Labor Wage Determination 2015-4281, Revision 25 Dated 27-December-2022	<i>Ref.</i>
E.3	Way to Work Amendment Act of 2006 - Living Wage Notice & Fact Sheet	<i>Ref.</i>
E.4	Bid Form/Labor Rate Schedule	<i>Submittal</i>
E.5	FEMS CLEANING FREQUENCY	<i>Ref.</i>
REQUIRED SOLICITATION COMPLIANCE DOCUMENT ATTACHMENTS		
A.1	Bidder/Offer Certification <i>revised September 2021</i>	COMPLIANCE
A.2	Department of Employment Services First Source Employment Agreement	COMPLIANCE
A.3	Department of Employment Services First Source Employment Plan	COMPLIANCE
A.4	DSLBD SBE Subcontracting Plan Form	COMPLIANCE
A.5	Equal Employment Opportunity Employer Information Report and Mayor’s Order 85-85	COMPLIANCE
A.6	Certificate of Clean Hands – https://mytax.dc.gov/ /	COMPLIANCE
A.7	Active/Current DC Business License	COMPLIANCE
A.8	DGS Quick Base Submission Portal Instructions	COMPLIANCE
A.9	Campaign Finance Reform Contractor Self-Certification Form	COMPLIANCE
A.10	Past Performance Client Evaluation Forms	COMPLIANCE

SECTION K REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 Offeror/Offeror Certification Form **Attachment A.1**

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

SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

The Department intends to award a single Contract to the responsive and responsible Offeror whose offer conforms 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 **Section [M.4]**, 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, CONTENT & SUBMISSION REQUIREMENTS

L.2.1 This solicitation will be conducted electronically using the Departments QuickBase Contracts and Procurement Submission Portal (“QBSP”). To be considered, an Offeror must submit the required attachments via the QBSP system before the closing date and time. Paper, telephonic, telegraphic, and facsimile proposals ***will not be accepted***.

L.2.2 All attachments shall be submitted as a .pdf, MS Word, or MS Excel files (as specified in the RFP elsewhere). The District will not be responsible for the corruption of any file submitted. If the submitted file cannot be viewed and printed as submitted, it will not be considered.

L.2.3 The offeror shall submit the following attachments in its electronic submittal: (1) a technical proposal, and (2) price proposal and (3) compliance document package. **Please note two of the upload fields have a maximum file size of 100MB and the third upload has a maximum file size of 50MB.**

L.2.4 The offeror shall label each attachment, i.e., “Technical Proposal”, “Price Proposal” and “Compliance Document Package.”

L.2.5 Technical Proposal Organization

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 of the proposal. 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.2.5.1 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; with each section separated (i.e., **(i)** Relative Experience and Past Performance; **(ii)** Relevant Experience of Key Personnel; and **(iii)** General Requirements and Technical Approach;
- iv.** Offerors' Past Performance Client Evaluation Form(s) – **Attachment A.10**
- The Offeror shall provide no less than three (3) and a maximum of five (5) Past Performance Evaluations forms completed by its clients where providing comparable, relative, and related services as defined by this RFP Section [C]. NOTE: The evaluator must provide remarks for all "Excellent Performance" and or "Unacceptable Performance" ratings.

L.2.6 The **Price Proposal** must be organized and prepared as follows:

- i.** Completed Price Schedule substantially in form of **Exhibit E.4**
 - a.** The Offeror shall provide pricing for all CLINs including those CLINs identified. Failure to provide pricing for all CLINs as order herein shall be sufficient to render an Offerors' proposal nonresponsive and thereby may be excluded from further evaluation related to a potential contract award.
 - b.** The Offeror shall submit its Price Proposal **Exhibit E.4** in the MS Excel document format only.

***NOTE:** In the opinion of the Department, any material deviations of these forms, Exhibit E.4, 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.2.7 **Compliance Documents Package**

Offerors shall complete, sign, and submit all Representations, Certifications and Acknowledgments as appropriate.

L.2.7.1 *The District will reject any offer that fails to include a subcontracting plan that is required by law.*

L.2.7.2 The Offeror shall complete in their entirety the following compliance documents and submit as a complete package:

- i.** Bidder/Offeror Certification – **Attachment A.1**
- ii.** DOES 1st Source Agreement – **Attachment A.2**
- iii.** DOES 1st Source Employment Plan – **Attachment A.3**
- iv.** DSLBD SubContracting Plan Form – **Attachment A.4**

- v. DOES EEO Policy and Report – *Attachment A.5*
- vi. Certificate of District City-wide Clean Hands <https://mytax.dc.gov/> – *Attachment A.6*
- vii. Valid (active) Business License *Attachment A.7*
- viii. Campaign Finance Reform Contractor Self-Certification Form *Attachment A.9*
- ix. DSLBD SBE Certification *Attachment A.11*

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 by e-mail attachment to the contact person designated in the solicitation. 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 published on the OCP website in accordance with D.C. Official Code § 2-361.04, subject to applicable FOIA exemptions.

L.4 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.4.1 Electronic Proposal Submission

L.4.1.1 Proposals must be fully uploaded into the Department's QBSP system no later than the closing date and time specified. The Department will not consider late proposals, modifications to proposals, or requests for withdrawals after the exact closing date and time.

L.4.1.2 Paper, telephonic, telegraphic, and facsimile proposals *will not* be accepted or considered for award.

L.4.1.3 It is solely the offeror's responsibility to ensure that it begins the upload process in sufficient time to get the attachments uploaded into the Department's QBSP system before the closing time. **You may use the latest version of Google Chrome (all Chromium based browsers), Mozilla Firefox 52 and later, Safari 5.1 and above, Microsoft Internet Explorer 11, or Microsoft Edge version 83 (released May 2020) and later.**

L.4.1.4 Proposals must be submitted into the Department's QBSP system (Submission Instruction – *Attachment A.8*) no later than [2:00 p.m. on Thursday June 1, 2023.](#)

Department's QBSP Portal:

<https://octo.quickbase.com/db/bq7rujdk2?a=dbpage&pageID=2>

Solicitation ID:

DCAM-23-NC-RFP-0002

Project Name:

Routine & Supplemental Janitorial Services for Fire & Emergency Medical Services Department

Designated Senior Contract Specialist:

Ashley Willis

NOTE: Offerors may group multiple required exhibits/attachments into a single pdf and submit to (1) of the (3) file uploads (up to the maximum file sizes). Two of the uploads have a maximum file size of 100MB and the third upload has a maximum file size of 50MB. Additionally, for the avoidance of confusion and not to the contrary, there is no limit to the number of times an Offeror may access and submit documents through the Vendor Submission Portal but only documents received by the due date and time will be accepted by the Department.

L.4.2 Withdrawal or Modification of Proposals

An offeror may modify or withdraw its proposal via the Department's QBSP system at any time before the closing date and time for receipt of proposals.

L.4.3 Late Proposals

The Department's QBSP system will accept proposals at any time without limitation; however, any proposal received and timestamped by the system **after exact closing date and time**, or modifications to proposals **after** the closing date and time for receipt of proposals will not be consider, opened, or accepted.

L.4.4 Late Modifications

A late modification of a successful proposal, which makes its terms more favorable to the District, may be considered at any time it is received and may be accepted by the CO if determined to be most advantageous to the Department.

L.5 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relating to this solicitation, the prospective Offeror shall submit the question(s) to the attention of Senior Contract Specialist, Keith Giles through the Department's QBSP system (Instructions for use of the portal can be found in ***Attachment A8***. The prospective Offeror should submit questions no later than the close of business on ***Wednesday, May 17, 2023***, sixteen (16)-days prior to the closing date and time indicated for this solicitation in **Section [L.4.1.4]**. The District may not consider any questions received less than sixteen (16)-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 Offerors. Oral explanations or instructions given by District officials before the award of the Contract will not be binding.

L.5.1 **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.

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

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

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

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

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

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

L.7 **PROPOSALS WITH OPTION YEARS**

When applicable, 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.8 **PROPOSAL PROTESTS**

Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be

protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing with the Contract Appeals Board, 441 4th 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.9 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.10 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.11 PROPOSAL COSTS

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

L.12 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 [I.14]** to:

Domonique L. Banks C/O Ashley Willis
Contracting Officer, Supervisory Contracts Specialist
Department of General Services
Telephone: (202) 727-2800 | E-mail address: ashley.willis@dc.gov

L.13 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to this solicitation by clearly signing **Section [A], Block 13**. The District must receive the acknowledgment as part of the proposal submission by the date and time specified for receipt of proposals. An offeror's failure to acknowledge an amendment may result in rejection of its offer.

L.14 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.15 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.15.1 Name, address, telephone number and federal tax identification number of offeror;

L.15.2 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.15.3 If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.16 FAMILIARIZATION WITH CONDITIONS

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

L.17 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.17.1 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.17.2 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.18 PRE-PROPOSAL CONFERENCE

A virtual pre-proposal Webinar conference will be held at *10:00 a.m. on Thursday, May 4, 2023*, via the Districts’ Cisco Webex platform. Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the webinar conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from offerors regarding the solicitation document as well as to clarify the contents of the solicitation. Attending offerors **must pre-register to attend** the conference so that their attendance can be properly recorded.

Event Registration:

Potential Offerors shall pre-register to attend the pre-proposal Web-x Conference.
<https://dcnet.webex.com/weblink/register/r0008557a52fec7c4f3d14f584c4a0c5>

Meeting link:

<https://dcnet.webex.com/dcnet/j.php?MTID=mfaa808a0dfe0d2d569284f1e0fe84e11>

Meeting No.: 2300 607 0756
Event Password: Wx5yshcB83s *Case Sensitive*
Join by Phone: +1-202-860-2110 United States Toll (Washington DC)
 1-650-479-3208 Call-in number (US/Canada)
Access Code: 2306 607 0756

L.18.1 *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, the system will automatically join you to the call; an audible beep will come over the line to indicate a new participant has joined. To exit the Webinar, simply hang up and or exit.*

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 five working days after the pre-proposal conference in order to generate an official answer. The District will furnish responses via the District's E-Sourcing system's messaging process. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting proposals, 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.19 FACILITY SITE VISIT/WALK-THRU

The District will host Offeror's site visits beginning Monday May 15, 2023.

Locations For Site Visit/Walk-Thru

The below site visits will begin promptly at 10 a.m. each day and potential Offerors will have the opportunity to visit additional locations upon request.

Date: Monday, May 15, 2023, at 10:00am
DCFD FMD – 2215 Adams Place NE, 2nd Floor

Date: Tuesday, May 16, 2023, at 10:00am
Engine 5 - at 3412 Dent Place, NE

L.20 KEY PERSONNEL

L.20.1 The District considers the following positions to be key personnel for this contract:

1. Project Manager (OM)
2. Site Supervisor(s)/Crew Leaders(s)

L.20.2 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

Contracts are awarded to the responsible Offerors whose offers are 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 has been developed by agency technical personnel and has been tailored to the requirements of this RFP. 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 paragraphs 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
Factor A: Relevant Experience and Past Performance of Contractor and its Team	40
Factor B: Relevant Experience of the Contractor’s Proposed Key Personnel & Staffing	20
Factor C: Daily Operations Management Plan	20
TOTAL MAXIMUM TECHNICAL POINTS AVAILABLE	80

M.4.1 Relevant Experience and Past Performance of the Contractor and its Team (40-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 it has provided services as the Prime Contractor in environments of equivalent size, type, complexity, and scope consistent with the description(s) of services under this proposed contract. The services and contracts shall be current and or provided within the past five (5) years. The Offeror shall provide a minimum list of three (3), and no more than five (5) contracts including following information for each:

- 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 forms, from the Offerors client roster substantially in the form of **Attachment A**. Offerors shall provide such evidence that clearly demonstrates experience with:

- (i) Managing janitorial and related services for mixed-use facilities (e.g., municipal, recreation, warehouse facilities, etc.);
- (ii) Supervising multiple work crews in a time-sensitive environments;
- (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 convey 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 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 the 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 make an independent determination of relevancy of the data provided or obtained. A relevancy determination will be made for each of the recently 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 (20-Points)

M.4.2.1 The Department desires that the Contractor’s Key Personnel assigned to this project will have experience in managing the performance of services level expectations contemplated by this RFP. 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) ***Project Manager,***
- (ii) ***Site Supervisor(s)/Crew Leader(s),***

The Offeror shall provide traditional resumes for each Key Personnel proposed, detailing work history and experience, training, education, and anticipated workload during the Contract Term.

The minimum qualifications of these individuals are as follow:

1. Project Manager (PM): The Contractor shall designate a qualified Project Manager to coordinate and manage all janitorial services, staffing requirements, contract compliance and service level agreement standards through the term of the Contract. The designated PM 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 PM shall be available during and after hours via mobile phone. The Contractor shall ensure the PM meets the following minimum qualifications:

- i. 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 including Site Supervisors/Crew Leaders.
- ii. 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,
- iii. Demonstrated capacity to manage operations and supervise on-site staff while providing effective, efficient, and timely communication with the COTR and or Building Manager, 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
- iv. 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 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 ensure the dispatching of crew members and equipment is as necessary and in accordance with the scheduling standards. The Contractor shall ensure all SS/CL meet the following minimum qualifications:

- i. 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,
- 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. Demonstrated 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.

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. 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:

For the avoidance of doubt and notwithstanding anything to the contrary, Offerors shall provide narratives explaining the management approach and demonstrating its understanding and expertise managing janitorial services and implementing strategic planning, while considering and ensuring quality control. The details of the information provided should be clear and concise and fully express the Offerors qualifications. The response shall provide a decisive overview of the below operational management plans.

- (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 Project Manager, (ii) the Site Supervisor(s)/Crew Leader(s) and
 - b. Staffing levels and schedules which clearly summarize a day-in-the life of the facility janitorial operations and management of said staff.
- (ii) **Daily Operation Plan (DOP):** The Offeror shall provide an overview of its plan which details 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 the 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) **Facility Staffing Plans:** The Contractor shall develop and submit a detailed staffing plan to include the number of staff to be assigned to each building, hiring plans, and shift schedules identifying janitors, on-site supervisors/team leads and floor care specialist. If the Offeror intends to assign multiple locations within an Asset Class Group to a single on-site supervisor/team lead, the Offeror must clearly demonstrate and speak-to the capacity and capabilities the supervisor(s) managing multiple locations and team as well as elaborate on the team's ability to work independently. *For the avoidance of doubt, the District expects Offerors to provide real-time staffing schedules which clearly demonstrate capacity to fully cover services and meet the service level agreement as outlined in the Scope of Work.*
- (iv) **Environmental Health and Safety Plan:** The Offeror shall provide an overview of its plan description of its Offerors' EHS Plan.
- 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.

- (v) **Exposure/Pandemic Control Plan:** The Offeror shall provide an overview of its Exposure/Pandemic Control Plan.
- 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 facilities,
 - c. how the Offeror's team will be trained and deployed to limit the spread of a pandemic, and mitigate disease within the facilities, and
 - d. how the Offeror's team will be trained and deployed to sustain operational infrastructure and mitigate impact operations as well as the Offeror's team operation.
- (vi) **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.
- (vii) **Hazardous Materials Plan:** The Offeror shall provide an overview of its 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. the policy regarding hazards of use, disposal, and recycling of cleaning chemicals, dispensing equipment, and packages.
- (viii) **Quality Control Plan (QCP):** The Offeror shall provide an overview of its 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,
- (ix) **Risk Management:** The Offeror shall provide an overview of its plan that clearly identifies 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 of service. The plan must also provide details regarding subcontractor and vendor management.
- (x) **Strike Contingency Plan:** The Offeror shall provide an overview of its 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.
- (xi) **Transition of Services:** The Offeror shall provide an overview of its transition plan which identifies 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.
- (xii) **Communication Plan:** The Offeror shall provide an overview of its 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 and or Building Manager 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)

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:

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

Price of proposal being evaluated.

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
Criteria A: Technical Evaluation	80
Criteria B: Price Evaluation	20
Criteria C: DSLBD CBE Preference Points	Up-to 12
TOTAL MAXIMUM POINTS ALLOWABLE	112

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. The 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.