

SOLICITATION, OFFER, AND AWARD		1. Caption Janitorial Services at Various D.C. Government Facilities		Page of Pages 1 / 76	
2. Contract Number	3. Solicitation Number DCAM-2010-B-0167	4. Type of Solicitation <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency	5. Date Issued August 12, 2010	6. Type of Market <input type="checkbox"/> Open <input type="checkbox"/> Set Aside <input checked="" type="checkbox"/> Open with Mandatory 35% SBE Sub-Contracting Set Aside (See Section H.9.1)	
7. Issued By: D.C. Department of Real Estate Services Contracting and Procurement Division 2000 14th Street, 5th Floor Washington, DC 20009			8. Address Offer to: Office of Contracting and Procurement The Bid Room Counter 2000 14th Street, 3rd Floor Washington, DC 20009		

SOLICITATION

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the place specified in Item 8, until 2:00 P.M. local time August 26, 2010 (Date)

10. For questions, modifications and withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.

A. Name Janet Concepcion	B. Telephone (Area Code) 202 (Number) 671-2342 (Ext)	C. E-mail Address janet.concepcion@dc.gov
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OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

13. Discount for Prompt Payment 10 Calendar days % 20 Calendar days % 30 Calendar days % _____ Calendar days %

14. Acknowledgement of Amendments (The offeror agrees receipt of amendments to the contract)	Amendment Number	Date	Amendment Number	Date

15. Name and Title of Person Authorized to Sign Offer/Contract

15B. Telephone (Area Code) (Number) (Ext)

15C. Check if remittance address is different from above - Refer to Section G

17. Signature

18. Offer Date

AWARD (TO BE COMPLETED BY GOVERNMENT)

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation
22. Name of Contracting Officer (Type or Print)	23. Signature of Contracting Officer (District of Columbia)	24. Award Date

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

- B.1** The District of Columbia, Department of Real Estate Services (the "District") is seeking contractor(s) to provide all management, supervision, labor, materials, supplies, and equipment for janitorial and related supplemental services for various D.C. Government facilities.

The District intends to award single or multiple contract(s) resulting from this solicitation to the responsive and responsible, lowest bidder(s). Bidders may submit a bid for one or both Aggregate Groups. Bidders shall fill out the monthly price and total price of each line item in the Price Schedule of the Aggregate Group (s) for which the bidder intends to submit a bid. **A bid will be deemed nonresponsive if it does not include pricing on all line items in the Price Schedule.**

B.2 TYPE OF CONTRACT

This is a Firm Fixed Price Contract with Cost-Reimbursement Component.

- B.3** A bidder responding to this solicitation must submit with its bid, a notarized subcontracting plan. Bids responding to this IFB shall be deemed nonresponsive and shall be rejected if the bidder fails to submit a subcontracting plan that is required by law. 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.9.1.

B.4 FIXED PRICE

The contract shall be performed in accordance to the requirements in Section C for janitorial services in various D.C. Government facilities. The Contractor shall be paid for janitorial services on a monthly basis.

B.5 COST REIMBURSEMENT

The Contractor shall be reimbursed for costs incurred in performing reimbursable additional services approved in advance in writing by the Contracting Officer (CO). Additional services which cost \$5,000.00 or more will require the CO's approval thru a Task Order.

B.6 SUPPLEMENTAL REIMBURSABLE SERVICES

On an as needed basis, the requested proposal by the COTR for supplemental reimbursable services must use the prices established in Supplemental Reimbursable Services Price Schedule. All bidders must fill out all line items in Section B.7.3.

B.7 PRICE SCHEDULE

B.7.1 Aggregate Group I

CONTRACT LINE ITEM	LOCATION & ADDRESS	ESTIMATED AREA	PRICE PER MONTH	QUANTITY	TOTAL PRICE
0001	Grimke Building 1923 Vermont Ave., NW	45,576 sqft.	\$	3 months	\$
0002	Record Center 1300 Naylor Road	21,875 sqft.	\$	3 months	\$
0003	Farragut Facility 414 Farragut Street, NE	3,556 sqft.	\$	3 months	\$
0004	Farragut Facility Trailer 414 Farragut Street, NE	400 sqft.	\$	3 months	\$
0005	Board of Elections/DCPS 3535 V Street, NW	68,203 sqft.	\$	3 months	\$
0006	Eastern Market 225 7 th Street, SE	16,500 sqft.	\$	3 months	\$
0007	DC/OCME Morgue 1900 Mass Avenue, SE	27,530 sqft.	\$	3 months	\$
0008	DC Armory 2001 East Capital Street	315,736 sqft.	\$	3 months	\$
0009	DPW-Admin Office 2750 South Capitol, SW	7,348 sqft.	\$	3 months	\$
0010	DPW-Lot 2860 South Capitol, SW	3,500 sqft.	\$	3 months	\$
0011	DMV-Georgetown Park 3220 M Street	5,260 sqft.	\$	3 months	\$
0012	DPW-Fleet Maintenance 201 Bryant Street, NW	9,000 sqft.	\$	3 months	\$
0013	Bundy Building 429 O Street, NW	47,000 sqft.	\$	3 months	\$
0014	Fleet Service 2175 W. Virginia Ave.	144,000 sqft.	\$	3 months	\$
0015	Recorder of Deeds 515 D Street, NW	46,085 sqft.	\$	3 months	\$
0016	Share Computer Center 222 Mass Avenue, NW	22,461 sqft.	\$	3 months	\$
0017	Harbor 550 Water Street, SW	4,863 sqft.	\$	3 months	\$
	Reimbursable Services Ceiling				\$ 50,000.00
TOTAL					\$

B.7.2 Aggregate Group II

CONTRACT LINE ITEM	LOCATION & ADDRESS	ESTIMATED AREA	PRICE PER MONTH	QUANTITY	TOTAL PRICE
1001	1 st District 101 M Street, SW	69,880 sqft.	\$	3 months	\$
1002	1 st District Sub-Station 500 E Street, SE	11,544 sqft.	\$	3 months	\$
1003	2 nd District Headquarters 3320 Idaho Avenue, NW	41,531 sqft.	\$	3 months	\$
1004	3 rd District Headquarters 1624 V Street, NW	45,136 sqft.	\$	3 months	\$
1005	3 rd District Sub-Station 750 Park Road, NW	13,571 sqft.	\$	3 months	\$
1006	4 th District Headquarters 6001 Georgia Ave., NW	45,013 sqft.	\$	3 months	\$
1007	5 th District 1805 Bladensburg Rd NE	41,531 sqft.	\$	3 months	\$
1008	6 th District Sub-Station 2701 Penn Avenue, SE	8,919 sqft.	\$	3 months	\$
1009	6 th District 100 42 nd Street, NE	43,790 sqft.	\$	3 months	\$
1010	7 th District 2455 Alabama Ave., SE	17,034 sqft.	\$	3 months	\$
1011	SOD Tactical Branch 2301 L Street, NW	12,348 sqft.	\$	3 months	\$
1012	NSID (Narcotics) 1215 3 rd Street, NE	22,825 sqft.	\$	3 months	\$
1013	Youth Division 1700 Rhode Isl. Ave, NE	12,512 sqft.	\$	3 months	\$
1014	MPD Warehouse/ECB 2235 Shannon Place, SE	39,501 sqft.	\$	3 months	\$
1015	Traffic Safety & SEB 501 New York Ave, NW	9,241 sqft.	\$	3 months	\$
1016	Mobile Crime/Forensics 3515-3521 V Street, NE	42,470 sqft.	\$	3 months	\$
1017	Recruiting Blue Plains #6 DC Village Lane Bldg.	16,568 sqft.	\$	3 months	\$
1018	Henry Daly Building 300 Indiana Ave., NW	576,554 sqft.	\$	3 months	\$
1019	Impound Lot 5001 Shepherd, SW	2,400 sqft.	\$	3 months	\$
1020	K-9 Unit 4665 Blue Plains Drive, SW	900 sqft.	\$	3 months	\$
1021	Training Academy 4665 Blue Plains, SW	938,889 sqft.	\$	3 months	\$
	Reimbursable Services Ceiling				\$ 50,000.00
TOTAL					\$

B.7.3 Supplemental Reimbursable Services Price Schedule

CONTRACT LINE ITEM NO. (CLIN)	SERVICE	UNIT TYPE	UNIT PRICE
3001	Interior and Exterior Refrigerator Cleaning	Per Refrigerator	\$
3002	Holding Cell Pressure Washing	Per Square Foot	\$
3003	Stripping, Waxing, and Finishing Services	Per Square Foot	\$
3004	High Traffic Area - Buffing	Per Square Foot	\$
3005	Low Traffic Area - Buffing	Per Square Foot	\$
3006	Interior-Window Cleaning	Per Window	\$
3007	Interior Blind & Window Cover Washing	Per Window	\$
3008	Exterior Window Cleaning	Per Window	\$
3009	Carpet Shampoo and Extraction Cleaning	Per Square Foot	\$
3010	Exterior Loading Dock Pressure Washing	Per Square Foot	\$
3011	Detail Vacuuming	Per Square Foot	\$
3012	High Dusting	Hourly Rate	\$
3013	Porter Rate	Hourly Rate	\$

SECTION C: SPECIFICATIONS/WORK STATEMENT**C.1 SCOPE:**

The District of Columbia, Department of Real Estate Services, (the "District") is seeking a contractor to provide all management, supervision, labor, materials, supplies, and equipment for janitorial and related supplemental services in various D.C. Government facilities.

The purpose of this procurement is to provide janitorial and related supplemental services for three (3) months from the date of award. The Contractor shall be responsible for providing these services as outlined in **Section C** that result in clean and well maintained work environments, business service areas and other areas that are not readily visible to the public with the goal of having clean, comfortable and operable facilities for the District's workforce and the public at all times.

The District reserves the right to add or remove D.C. government facilities to this contract during the term of the contract period.

C.2 APPLICABLE DOCUMENTS

Contractor shall perform all work hereunder as specified, but if this contract does not prescribe specific direction, Contractor shall provide the work in accordance with industry standards, including the following:

Item No.	Document Type	Title	Version/Date
1	Federal Regulations	U.S. Department of Labor Occupational Safety and Health Administration 29 CFR, Part 1910, Subparts A-P http://www.osha.gov/	2003 Ed.
2	OCP Document (Directive)	OCP Directive 1303.00 Environmentally Preferable Purchasing	10/01/2003
3	U.S. Law	Environmental Protection Agency (EPA) 42 USC sections 6901-6976 Concerning Hazardous Substances and Waste available at http://www.epa.gov	Latest Version
4	U.S. Law	Occupational Safety and Health Administration (OSHA) General Industry Standards - 29 CFR Part 1900 General Industry Safety and Health Standards - 29 CFR 1910 Construction Industry Standards - 29 CFR Part 1926 Hazardous and Toxic Materials	Latest Version
5	U.S. Law	National Fire Protection Association(NFPA) http://www.nfpa.org/aboutthecodes/listofcodesandstandards.asp?cookie%5ftest=1	2007

6	U.S. Law	Management of Buildings and Grounds 41 CFR, Part 101-120	July 1990
7	U.S. Law	40 CFR, Parts 260, 261, 264, 265, 268, 270, and 273	Latest Version
8	U.S. Law	National Emission Standards for Hazardous Air Pollutants http://www.epa.gov/ttn/atw/mactfnlalph.html	Latest Version
9	Executive Order 13101	Greening the Government Through Waste Prevention, Recycling, and Federal Acquisition http://www.epa.gov/epp/pubs/13101.pdf	1998
10	Federal Regulation	Energy Policy Act (EPAAct) http://www.ferc.gov/legal/maj-ord-reg/epa.pdf http://www.epa.gov/oust/fedlaws/publ109-058.pdf	1992 and 2005
11	DC Law	The Clean and Affordable Energy Act http://bcap-energy.org/files/DC Clean Affordable Energy Act 2008.pdf	2008
12	Municipal Regulation	DC Solid Waste and Multi-Materials Management Act <a href="http://os.dc.gov/os/lib/os/info/odai/tile_21/title21
chapter20.pdf">http://os.dc.gov/os/lib/os/info/odai/tile_21/title21 chapter20.pdf	1998
13	U.S. Law	The Resource Conservation and Recovery Act (RCRA) http://www.epa.gov/lawsregs/laws/rcra.html	1976
14	D.C. Code	D.C. Official Code, Sections 10-1005, Parks, Public Buildings and Grounds at www.dccouncil.washington,dc.us	2001 Ed. 2005 Supp.
15	D.C. Law	D.C. Code; § 2-303.04 (2001), Title II of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004 available at www.dccouncil.washington,dc.us	April 13, 2005
16	D.C. Law	Department of Youth Rehabilitation Services Establishment Act of 2004 D.C. Official Code, Title II, Chapter 15, Subchapter I-A available at www.dccouncil.washington,dc.us	April 12, 2005
17	LEED Requirement	US Green Building Council: Leadership in Energy and Environmental Excellence (LEED SILVER) Standard available at www.usgbc.org	Most Recent

C.3 BASIC STANDARD SERVICES

- C.3.1** The Contractor shall furnish all personnel, labor, equipment, material, tools, supplies, supervision, management, and services, except as may be expressly set forth as District furnished, and otherwise do all things necessary to or incident to, perform and provide the basic standard services described in this section. These services are included in the monthly price.
- C.3.1.1** The Contractor shall be responsible for making the management and operational decisions to meet the quality standards required under this contract.
- C.3.1.2** The Contractor shall use innovation, technology and other means and methods to develop and perform the most efficient cleaning services for the building.
- C.3.1.3** The Contractor shall implement an effective Quality Control Plan (QCP) and provide to the Contracting Officer Technical Representative (COTR). See Section C.5 Quality Control Plan for more details.
- C.3.1.4** The Contractor shall implement effective service call procedures, as specified under the Service Call section of this contract, which results in prompt, professional, and courteous resolution of tenant concerns.
- C.3.1.5** The Contractor shall keep the COTR informed of current status of the work being performed and provide other pertinent information needed by the COTR.
- C.3.1.6** 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.3.1.7** 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 and the individual work schedule per location to the COTR.
- C.3.1.8** The Contractor shall provide an inventory list of equipment and supplies that will be used to fulfill the requirements of this contract to the COTR.
- C.3.1.9** The Contractor shall provide a list of contacts for each job site (names, titles & phone numbers) to the COTR.
- C.3.1.10** The Contractor shall keep a daily sign-in/sign-out log of Contractor personnel.
- C.3.1.11** The Contractor shall plan and schedule monthly meetings with the COTR to remedy deficiencies identified during the month.
- C.3.1.12** The Contractor shall maintain a log of all janitorial and related supplemental services provided to DRES.
- C.3.1.13** The Contractor shall provide the COTR a written report of all accident/unusual incidents.

C.3.2 Green Cleaning

C.3.2.1 The Contractor shall use green cleaning products and processes.

C.3.3 Service Calls

C.3.3.1 The Contractor shall provide service call services of a custodial nature for the interior and exterior of various facilities.

C.3.3.2 The Contractor shall be responsible for providing the appropriate administrative staffing to directly receive, record, and monitor the performance of all service calls.

C.3.3.3 The Contractor shall provide adequate staff to respond to service calls during building(s) operating hours **and** during the Contractor's regular after hours cleaning schedule.

C.3.3.4 The Contractor shall detail in its QCP how it will monitor and respond to service calls.

C.3.3.5 The Contractor shall 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.

C.3.3.6 In addition to the required information in Section C.5.1.9, the Contractor shall provide the COTR with an emergency contact telephone number(s) and emergency contact email address(s).

C.3.3.7 The Contractor shall notify the COTR immediately if a service call cannot be resolved.

C.3.3.8 The Contractor shall respond within two (2) hours to routine service calls.

C.3.3.9 The Contractor shall respond within one (1) hour to urgent service calls.

C.3.3.10 The Contractor shall remain on the job until each emergency situation is corrected.

C.3.4 Interior Cleaning

C.3.4.1 The Contractor shall provide standard services and standard planned services of a custodial nature for the interior of various facilities.

C.3.4.2 The Contractor shall provide standard floor services and standard planned floor services for the work items listed below:

- C.3.4.2.1 Floors:** Floors, base moldings, and grout shall be clean and free of debris including, but not limited to, dirt, water streaks, mop marks, string, gum, tar, and other foreign matter. The floors shall maintain their natural luster and not have a dull appearance. Wet mopped floors are to be cleaned using disinfectant cleaner(s) with additional scrubbing, if necessary. These floors shall be slip resistant. Surfaces, baseboards, and corners shall be clean and dry. Walls, baseboards, and other surfaces shall be free of splashing and markings from the equipment. There shall be no visible buildup of finish in corners or crevices.
- C.3.4.2.2 Laminated Flooring (ADP Floors):** Damp mopping shall be the only method of wet cleaning for floors in Automated Data Processing (ADP) space.
- C.3.4.2.3 Asphalt Floors:** Damp mopping shall be the only method of wet cleaning for floors containing asphalt material.
- C.3.4.2.4 Granite and Marble Floors (Crystallization):** All applicable floor areas shall be maintained in accordance with industry standards. Surfaces shall be maintained clean and free of smudges, dust, dirt, and removable soil substances. Surfaces shall present a uniform luster. Marble surfaces should be cleaned with a dampened dust cloth. THE CONTRACTOR SHALL NOT USE CLEANING SOLUTIONS ON MARBLE SURFACES.
- C.3.4.2.5 Loading Dock Floors:** Spill residue and clean-up materials shall be disposed of in accordance with the Environmental Protection Agency (EPA), and/or local regulatory agency requirements. The Contractor shall maintain these areas to ensure that trash, debris, and other discarded materials do not accumulate. Policing should be done, at a minimum, three (3) times a day.
- C.3.4.2.6 Stripping and Finishing:** The Contractor shall perform full scale stripping, waxing and finishing standard planned services on a monthly 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. Cleaning frequencies that are additional to standard planned services shall be completed on a supplemental basis to the Contractor.
- C.3.4.2.7 Buff and Shine:** The Contractor shall perform buffing in high traffic areas standard planned services on a daily basis and low traffic areas on weekly basis. All floors shall be buffed to an industry standard or manufacture standard.

C.3.4.2.8 Sealing: The Contractor shall perform industry standard sealant application to appropriate floors on a bi-annual basis. Sealant must adhere to the floor. Floor areas must be evenly coated with a slip resistant seal. Sealant shall only be applied to appropriate floors.

C.3.4.2.9 Stairwells and Landings: Surfaces shall be free of dust, dirt, spillage, and other removable soil substances. Carpeted surfaces shall be free of obvious dirt, dust, spots, and spillages as further defined in "Room Cleaning."

C.3.4.2.10 Wood Floors: There shall be no water solutions used on wood flooring. There shall be no dry stripping methods used on wood flooring.

C.3.4.3 Carpet and Rug Service

C.3.4.3.1 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.

C.3.4.3.2 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.

C.3.4.3.3 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.

C.3.4.3.4 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) shall be done on a weekly basis.

C.3.4.3.5 The Contractor shall utilize vacuum cleaners that meet the requirements of the Carpet and Rug Institute "Green Label/Green Label Plus" Testing Program <http://www.carpet-rug.org/commercial->

customers/cleaning-and-maintenance/seal-of-approval-products/vacuums.cfm.

C.3.4.3.6 *Carpet Shampooing and Extraction Cleaning:* The Contractor shall take measures to prevent the growth of mold. The carpet shall be dry before tenants occupy the building on the next business day. Moving of duplicating equipment, computer equipment, and similar type electric and electronic equipment is to be coordinated with the COTR, Building Manager (BM), or Building Manager Specialist (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 done on a quarterly basis.

C.3.4.3.7 *Carpeting in Conference Rooms, Offices, and Other Rooms:* These areas shall be cleaned in accordance with the above standards.

C.3.4.4 Floor Mats and Runners Care

C.3.4.4.1 *Carpeted Mats and Runners:* Mats and runners shall be free of removable spots, soiled traffic patterns, dirt, debris, gum, and crusted material. There shall be no areas of deterioration or fuzzing as a result of harsh brushing or scrubbing. They shall receive scheduled cleanings and routine inspections based upon the manufacturer's instructions. Any mats and runners that are found to be non-repairable or cannot be cleaned shall be brought to the attention of the COTR, BM, and BMS so they can be replaced. Mats and runners shall be stored in accordance with the ANSI/ASEE A1264.2-2006 "Provision of Slip Resistance on Walking/Working Surfaces Guidelines". In the event of wet or inclement weather mats and runners are used, the mats and runners shall be placed at entrances and at other areas identified by the BM and/or BMS prior to the building occupants reporting to work. Wet or inclement weather mats and runners shall be removed, cleaned, and stored by the Contractor when the BM and/or BMS has determined that they are no longer required.

C.3.4.5 Restroom(s), Shower Room(s), Locker Room(s), and Holding Cell(s) Services

C.3.4.5.1 The Contractor shall provide standard restroom, shower room, locker room, and holding cell cleaning services for the work items listed below. As it relates to this section, the Contractor shall comply with Occupational Safety and Health Administration (OSHA) 29 CFR 1910.1030. 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.

- C.3.4.5.2** All plumbing fixtures, surfaces, and additional fixtures (i.e. 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.
- C.3.4.5.3** All floor and wall grout shall be maintained free of any dirt, grime, or finish buildup.
- C.3.4.5.4** Partitions, doors, vents, sills, and walls shall be free of 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.
- C.3.4.5.5** 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.
- C.3.4.5.6** Waste receptacles and sanitary napkin containers shall be emptied and disinfected with new bags inserted at a minimum of once daily.
- C.3.4.5.7** **Dispensers:** The Contractor shall provide dispensers. 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.
- C.3.4.5.8** **Floors:** Unless otherwise indicated, the quality standard for this item is the same as that described in "Floor Care" of this contract under Section C.5.4.2.1 thru C.5.4.2.10.
- C.3.4.5.9** **Mirror Cleaning:** All mirrored surfaces, shall be clean and free of dirt, dust, streaks, smudges, watermarks, spots and grime, and shall not be cloudy. There shall be no water spots on the glass or adjacent fixtures and furniture.
- C.3.4.5.10** **Restroom(s) Services**
- These areas shall be cleaned 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.

C.3.4.5.11 Holding Cell(s) Services

The Holding Cells shall be cleaned in accordance with the above standards. The Contractor shall conduct monthly pressure washing of all floors and walls with a disinfectant spray, followed by squeegee drying the surfaces.

C.3.4.6 Room Cleaning Services

The Contractor shall provide standard room cleaning services for the work items listed below. The basic standard of services provided shall be of the highest quality. The custodial 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.

C.3.4.7 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 services provided shall be of the highest quality and policed at a frequency to maintain a clean appearance at all times.

C.3.4.8 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.

C.3.4.9 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.

C.3.4.10 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.

C.3.4.11 Guard Booth/Desk or Counters

Services provided shall be consistent with "Room Cleaning" specifications of this contract.

C.3.4.12 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.

C.3.4.13 Vending Areas, Break-Rooms, Kitchen, Pantry and Lunch Areas:

The Contractor shall perform exterior and interior refrigerator cleaning standard planned services on a weekly basis (every Friday.) All areas that are included in the vending space and seating areas shall be clean, sanitized, and free of spillages, food crumbs, spots, smudges, marks, soil, and show no signs of obvious trash and debris. Due to daily, heavy personnel usage, additional cleaning and policing shall be provided to ensure these areas and furniture therein is clean and sanitary. Counters, exterior of vending machines and all appliances shall be maintained clean and free of spillages, spots, smudges, or marks. The finished floor area shall be free of dirt, spots, spillages, and soil and shall be maintained in accordance with the "Floor Services" portion of this contract. The interiors and exteriors of the refrigerators shall be completely emptied and cleaned on a weekly basis (every Friday.) The exterior and interior of all microwave appliances shall be wiped down and cleaned on a daily basis.

C.3.4.14 Room Cleaning (Includes All Spaces Not Specifically Identified Elsewhere in the Contract)

All space within the building shall be clean and show no signs of negligent custodial practices. Room furnishings and walls shall be free of obvious dirt and dust, cobwebs, and stains. Floor surfaces shall be maintained and clean and free of dirt, soil substances and debris. All surfaces shall present a uniform luster, free of spots, scuffmarks, and spillages. In dusting of horizontal spaces, working papers shall not be disturbed.

C.3.4.15 Surfaces

C.3.4.15.1 Horizontal Surfaces: All surfaces shall be free of dust, dirt, oil spots, or smudges. Cabinets and desks with papers, computers, and keyboards shall not be disturbed.

C.3.4.15.2 Metal, Brass and Woodwork: Surfaces (including corners, crevices, moldings, ledges, hand rails, grills, doors, door knobs, door frames, kick plates, etc.) shall be free of dust, streaks, spots, hand marks, oil, smudges, dirt, soil substances, encrustation, and streaks and shall present a uniform polished appearance.

C.3.4.15.3 Marble Wainscoting: Surfaces shall be maintained clean and free of smudges, dirt, dust, and removable soil substances. Surfaces shall present a uniform luster. Marble surfaces shall be cleaned with a dampened dust cloth. NOTE: THE CONTRACTOR SHALL NOT USE CLEANING SOLUTIONS ON MARBLE SURFACES.

C.3.4.15.4 Glass Cleaning: All glass, clear partitions, mirror surfaces, bookcases, and other glass (within approximately 70'' of the floor) shall be clean and free of dirt, dust, streaks, smudges, watermarks, spots and grime, and shall not be cloudy. There shall be no water spots on the glass or adjacent fixtures and furniture.

C.3.4.16 Fixtures

C.3.4.16.1 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.

C.3.4.16.2 General Fixtures: Fixtures and surfaces shall be clean with no dust, spots, soil substances, discoloration, mold, build-up, or excess moisture.

C.3.4.17 Walls

C.3.4.17.1 Clean Spots and/or Marks: Wall surfaces shall be free of smudges, marks, dirt, and spots. Cleaning should not cause discoloration.

C.3.4.17.2 High Dusting/Cleaning: High dusting/cleaning is any interior room cleaning of seventy inches (70'') and above.

C.3.4.17.3 The Contractor shall perform high dusting services on a quarterly basis. Surfaces shall be free from all dust, lint, litter and soil (beyond 70''). Walls shall be free from dirt, smudges and markings. Ceiling shall be free from cobwebs and loose dirt.

C.3.4.18 Trash, Wastebaskets, and Recycling:

C.3.4.18.1 Trash: All trash (including restrooms) shall be collected and removed. Trash 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.

C.3.4.18.2 Recycling: The Contractor shall provide all labor, equipment, and means to collect and transport recyclable materials from recycling bins and containers located throughout the building to storage and

loading areas. Recycling containers shall be emptied and kept clean, odor-free, and free of dirt, dust, debris, residue, and spilled materials. Plastic liners for all trash, debris containers, and recycling bins shall not be torn, worn, or contain residue. Cardboard side of desk recycling boxes shall be provided by the Contractors to each individual within the facility. Multiport Trash and Recycling common area bins shall be provided by the Contractors to each common area (i.e. break room, lunchroom, and etc.) within the facility.

C.3.4.18.3 **Hazardous Materials:** The Contractor shall notify the COTR, BM, and/or BMS of any item or material identified by the EPA and local regulatory agencies as hazardous waste, hazardous materials, or Universal Waste, observed in the trash or recycling receptacles. Typical prohibited wastes include but are not limited to fluorescent light bulbs, thermostats, thermometers, most chemicals, and batteries (40 CFR Parts 260-273).

C.3.4.18.4 **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.
(http://www.access.gpo.gov/nara/cfr/waisidx_06/29cfr1910a_06.html).

C.3.4.18.5 **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 must be followed.

C.3.4.18.6 **Collection and Disposal:** The Contractor shall provide clearly labeled "Recycling Only" Utility Collection Carts to collect and transport recyclable materials within the Facility. The contractor shall never store or transport recyclables and trash together (even if bagged separately) in the same Utility Collection Cart, unless is a compartmentalized cart in order to avoid or give the appearance of contamination.

C.3.4.18.6.1 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.

C.3.4.18.6.2 Contractor shall provide descriptive labels (Spanish and English) on all containers used to transport trash or recyclables to the loading dock or designated hauling pick-up point within each building.

C.3.4.18.6.3 Contractor shall, at a minimum collect, for recycling purposes the following materials (mixed office paper, including newspapers and inserts, soft cover publications, catalogs, unwanted mail, magazines, all other paper, any color any size), paperboard, corrugated boxes, food and beverage containers made of glass, plastic, tin and aluminum, toner cartridges, or other recyclable materials as deemed appropriate by the District).

C.3.4.18.6.4 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.

C.3.4.18.6.5 The Contractor shall set aside all broken furniture, wooden pallets and similar large objects for bulk collection pick up.

C.3.4.18.6.6 The Contractor shall weigh each week all recycling materials using scales (1) existing at the facility, (2) on hauler's trucks equipped with weighing capability, or (3) provided by the Contractor under the direction of the COTR. The Contractor shall complete and submit the Weekly Recyclable Weight forms to the COTR.

C.3.4.19 Plate Glass:

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

C.3.4.20 Window Washing-Interior:

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

C.3.5 Specialized Facilities-Fitness Center(s) and Eastern Market

Areas such as the fitness centers and Eastern Market shall be cleaned and sanitized 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, any manufacture recommendations shall be complied with. All common use areas shall be regularly and thoroughly sanitized and disinfected.

C.3.5.1 Specialized Standard Cleaning-Fitness Centers

C.3.5.1.1 Surfaces: All metal (door frames and handles, fixtures, exercise equipment) and glazed surfaces (including partitions), shall be free of smears, finger marks, and streaks. All metal and glaze surfaces shall have a uniform.

C.3.5.1.2 Equipment: All vinyl surfaces of exercise equipment and exercise mats shall be free of dust, dirt, spots, streaks, and smudges.

C.3.5.1.3 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.3.5.2 Specialized Standard Cleaning-Eastern Market

The Contractor shall ensure that Eastern Market is maintained at a high standard of cleanliness. Additionally, there are special events and porter services requested for this facility. All items listed below are in addition to, not replacement of, standard services.

C.3.5.2.1 Porter Services: Due to the public use of this facility on a daily and/or weekly basis a female Contract staffer is requested to assist in the restroom clean up and basic janitorial duties.

C.3.5.2.2 North Hall Events: At least eight (8) times a month there are afterhours events in the North Hall portion of Eastern Market that require a Contractor staffer stay until 1am to provide porter service and event clean up.

C.3.5.2.3 Requirements for Specific Days of the Week:

C.3.5.2.3.1 Friday: A detailed sweeping of the Farmer's Line Shed, and the North Hall Plaza in preparation for Saturday morning.

C.3.5.2.3.2 Saturday and Sunday: Remove trash from garbage cans at the Natatorium to ensure overflow does not occur. Remove debris from grounds of the Natatorium and sidewalk surrounding the market over the course of the day. Thorough removal of debris from grounds of Natatorium at the end of the day. Set up and break down umbrellas, chairs and tables at Natatorium.

C.3.5.2.3.3 Monday (Eastern Market is Closed) - A thorough cleaning session should be conducted including, but not limited to:

- Floor Services these areas shall be cleaned in accordance with the above standards.
- Break down boxes.
- Clean out trash cans.
- Window and Door cleaning these areas shall be cleaned in accordance with the above standards.
- Bathroom cleaning these areas shall be cleaned in accordance with the above standards.
- Dance floor cleaning these areas shall be cleaned in accordance with the above standards.

C.3.6 Exterior Cleaning

C.3.6.1 The contractor shall provide exterior standard services for the work items listed below. All areas shall present a clean appearance, free of litter, dirt, trash, debris and discarded items. There shall be no obvious signs of removable stains or foreign matter on concrete, brick, or other hard surfaces. 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.3.6.2 The Contractor shall take into consideration that exterior grounds are heavily used as a smoking area; therefore, policing services are required at a frequency to maintain a clean appearance. Hosing down exterior areas surrounding the building may be required by the COTR, BM, and/or BMS, weather permitting. When exterior cleaning or policing is performed, persons shall use all safety equipment and procedures required in Occupational Safety and Health Administration (OSHA) 29 CFR 1910.1030.

C.3.6.3 Policing Outside Areas

C.3.6.3.1 Policing: All areas including lawn, grounds, planted areas, sidewalks, hard surfaces, parking areas, garages, docks, trash/recycling bins, platforms, driveways, ramps, lanes, etc) shall be clean of gum, litter, debris, paper, trash, and other discarded material.

C.3.6.3.2 Unimproved Grounds: All areas shall be cleared of trash, debris, and other discarded material each time the native grasses, weeds, etc. are cut.

C.3.6.3.3 Fence Lines: Fence lines shall be cleared of trash, debris, and other discarded material.

C.3.6.3.4 Exterior Trash Dumpsters, Compactors, and Recycle Bins: The Contractor is responsible for maintaining the areas around the exterior bins free of trash, debris, and clutter.

C.3.6.4 Exterior Plate Glass

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

C.3.6.5 Exterior Canopies

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.

C.3.6.6 Exterior Hard Surface Areas

All areas (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. No residual dirt shall remain after the removal of the debris. Spill residue and clean-up materials shall be disposed in accordance with the EPA, and local regulatory agency requirements.

C.3.6.7 Exterior Ash Receptacles and Trash Containers

All trash shall be collected and removed to a location designated by the COTR, BM and/or BMS. Trash containers and ash receptacles shall be emptied and kept clean, odor-free, and free of dirt, dust, ash, cigarette butts, debris, residue, and spilled material. Sand in ash receptacles shall be replenished as necessary. Plastic liners for all trash containers shall not be torn, worn, or contain residue.

C.3.6.8 Exterior Surfaces (Signs, Vending machines, Tables, and etc.)

Surfaces shall be clean, with no dirt, dust, residue, streaks, spots, soil substances, discoloration, or cloth streaks. Spill residue and clean-up materials used shall be disposed of properly.

C.3.6.9 Parking Structures, Parking Lot(s), Garages, and Exterior Loading Dock Areas

- C.3.6.9.1** The Contractor shall remove all dirt, debris, residue, gum, grease, and tar. Clean-up shall be done in an environmentally sound manner to minimize the amount of waste washed into the storm sewers or onto the ground. Areas shall be cleaned and free of dirt, water, streaks, mop marks, and oil spill(s). Spill residue and clean-up materials shall be disposed in accordance with the Environmental Protection Agency (EPA), and local regulatory agency requirements.
- C.3.6.9.2** The Contractor shall maintain these areas to ensure that trash, debris, and other discarded materials do not accumulate. Frequent policing is required.
- C.3.6.9.3** The Contractor shall conduct annual pressure washing of all floors and walls of the exterior loading dock areas only.

C.3.6.10 Exterior Excrement Removal (Human)

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. Knowledge of cautionary requirements in cleaning areas contaminated by human excrement is required. The Contractor shall fully train all employees designated to perform these services in accordance with OSHA standards and OSHA approved State plans. NOTE: Historically, excrement removal practices often mandate the application of a disinfectant on the excrement prior to its removal and/or on the affected surfaces after the removal process. Nowadays, most authorities agree that there is no need to apply anything to the excrement except water, although the use of a detergent will help remove the excrement from the surface. Since the route of the infection with harmful organisms living in the excrement is via respiration, they are rendered biologically neutral if they are not airborne. In many cases, the most efficient way to apply water under low pressure to dry excrement is by means of a hand-operated sprayer.

C.4 Supplemental Reimbursable Services

The Contractor shall provide interior and exterior supplemental reimbursable services to fulfill the District's intermittent need for work. Supplemental reimbursable services may consist of any of the Basic Standard Services listed in Section C.4 of this contract performed by the Contractor at the direction of the COTR that is over and above the basic standard services. The determination of whether such services qualify as reimbursable depends upon when and why the service is performed, as delineated later in this section. The Contractor shall not divert workforce to accomplish supplemental reimbursable services. The Contractor shall submit as part of the initial proposal the pricing for the following supplemental reimbursable services in Section B.7 of this contract.

1) Supplemental Reimbursable Carpet Shampooing and Extraction Cleaning

The quality standard for providing supplemental reimbursable services is the same as that described for Carpet and Rugs in the Standard Service Section in "Floor Care Services" portion of this contract.

2) Supplemental Reimbursable Interior Window Washing

The quality standard for providing supplemental reimbursable services is the same as that described for Interior Window Washing in the Standard Service.

3) Supplemental Reimbursable Exterior Window Washing

The quality standard for providing supplemental reimbursable services is the same as that described for Exterior Window Washing in the Standard Service Section,

4) Supplemental Reimbursable Blinds and Coverings (Not Including Drapes, Curtains, and Unique Coverings)**5) Supplemental Reimbursable Holding Cell(s) Pressure Washing****6) Supplemental Reimbursable Loading Dock Pressure Washing****7) After Hours Emergency Calls and Porter Service:**

a. The Contractor shall be responsible to provide after hours emergency cleaning services from time to time as requested. Emergency after hours services shall result from one or more of the following developments such as spills, leaks, floods, sickness, and breakage. In addition the Contractor shall be responsible to provide special cleaning before, during and after special events.

8) Supplemental Reimbursable High Dusting/Cleaning**9) Supplemental Reimbursable Exterior Excrement Removal (Avian and Rodent)**

a. The quality standard for providing supplemental reimbursable exterior excrement removal (avian and rodent) shall be as follows:

i. 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. Knowledge of cautionary requirements in cleaning areas contaminated by bat, pigeon, or other avian pest excrement is required. The Contractor shall fully train all employees designated to perform these services in accordance with OSHA standards and OSHA approved State plans.

1. General Guidelines for Removal of Bird Excrement on the Exterior of Buildings

a. All Contractor personnel must wear a National Institute for Occupational Safety and Health (NIOSH) approved full-face respirator with a high efficiency particulate air (HEPA) filter for screening particles of 0.3-micron size. Dust and particle masks are not appropriate.

b. Respirators must be used in accordance with OSHA regulations, 29 CFR 1910.134. This includes fit testing of respirators, maintenance, training, and storage requirements.

c. All Contractor personnel must wear protective coveralls, gloves, boots, and hats. Contractor personnel must not eat, drink, or smoke in the work area.

d. Dry excrement must be saturated with water under low pressure before removal to prevent debris from becoming airborne (see note below on page 30). No scraping, shoveling, or sweeping of dry excrement will be permitted. No compressed air removal of

- excrement will be permitted. Removed excrement must be collected either in plastic bags or in vacuums equipped with HEPA filters. The Contractor in accordance with all applicable Federal, State, and local regulations must dispose of collected excrement.
- e. Never use metal scrapers or wire brushes on stone, decorative metal, or other ornamental materials. On historic structures, only non-metallic tools (such as plastic spatulas and brushes with natural fiber or nylon bristles, or their equivalent) must be used to remove the excrement from all surfaces.
 - f. For excrement removal on exterior surfaces, all work must be performed from the outside of the building. Building occupants and their general public must be kept clear of the work site during all operations. It is the Contractor's responsibility to provide all barricades, signage, etc. necessary for public protection.
 - g. Interior work sites must be sealed to prevent the spread of dust into adjacent areas. The Contractor, prior to cleaning operations, must remove movable objects that are not being cleaned from the work site. The Contractor prior to cleaning operations must cover non-movable objects that are not being cleaned. The Contractor must not commence cleaning operations until the HVAC system servicing the interior work site has been shut down.
 - i. NOTE: Historically, excrement removal practices often mandate the application of a disinfectant on the excrement prior to its removal and/or on the affected surfaces after the removal process. Nowadays, most authorities agree that there is no need to apply anything to the excrement except water, although the use of a detergent will help remove the excrement from the surface. Since the route of the infection with harmful organisms living in the excrement is via respiration, they are rendered biologically neutral if they are not airborne. In many cases, the most efficient way to apply water under low pressure to dry excrement is by means of a hand-operated sprayer.

C.5 Quality Control Plan (QCP)

The Contractor shall establish and implement a complete Quality Control Plan (QCP) to assure the requirements of the Contract are met. The QCP is a system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable. The QCP shall be prepared by the Contractor and provided to the COTR within five (5) days of contract award.

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.5.1 The QCP shall include the following, as a minimum:

- 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) 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:
 - i. Date of inspection performed
 - ii. Location of inspection
 - iii. Description of findings
 - iv. Description of action(s) taken (if necessary)
 - v. Signature and date of completion
- d) A Strike Contingency Plan for separation of employees and employee absence.
- e) How Contractor shall monitor deficiencies of work output in relation to the performance standards, methods of informing employees of deficiencies in their area(s) of responsibility, and a process to ensure that the deficiencies are corrected and do not reoccur.
- f) Service calls and how they shall be monitored and responded to in a timely manner is required in item Service Calls in the specification.
- g) A Communication Plan for the Contractor to communicate with the District to receive and respond to service calls as required in item Communication Plan in the specification.
- h) Communication Plan - The Contractor shall prepare and provide to the COTR and BM a communication plan detailing how the Contractor's 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 and etc.

The Communication Plan shall include, at a minimum, detailed provisions for two-way devices (Blackberry, I-Phone and etc) by all Contractors supervisory staff and standard procedures for submission of requested documents in electronic (PDF and/or Word Files) and printed format.

C.5.2 The cleaning schedule is considered the Contractor's efficient approach to the work, and shall not limit the Contractor to specific levels of staffing, means or methods. Changes necessary for achieving the contract performance work statement requirements shall be the responsibility of the Contractor. Cleaning schedules and any revisions are to be submitted to the COTR.

The Contractor's cleaning schedule shall, as a minimum, include the following frequency:

- i. Daily cleaning
- ii. Periodic
- iii. Weekly cleaning
- iv. Monthly cleaning
- v. Other frequencies

C.5.3 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. Each partnering session will be held at a mutually agreed time and location.

SECTION D: PACKAGING AND MARKING

The packaging and marking requirements for the resultant contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March, 2007.

SECTION E: INSPECTION AND ACCEPTANCE

E.1 The inspection and acceptance requirements for the resultant contract shall be governed by clause number five (5), Inspection of Supplies, and six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March, 2007.

E.1.1 Inspection Of Supplies:

(a) Definition. "Supplies," as used in this clause, includes, but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notification of rejection. Upon the Contractor's failure to cure within ten (10) days after date of notification, the District may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense.

(c) The Contractor shall provide and maintain an inspection system acceptable to the District covering supplies under this contract and shall tender to the District for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the March (2007) SCP. 2 system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the District during contract performance and for as long afterwards as the contract requires. The District may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under this contract.

(d) The District has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The District will perform inspections and tests in a manner that will not unduly delay the work. The District assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in the contract.

(e) If the District performs inspection or test on the premises of the Contractor or subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the District will bear the expense of District inspections or tests made at other than Contractor's or subcontractor's premises; provided, that in case of rejection, the District will not be liable for any reduction in the value of inspection or test samples.

(1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes re-inspection or retest

(f) The District has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or otherwise not in conformity with contract requirements. The District may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and when required, shall disclose the corrective action taken.

(h) If the Contractor fails to remove, replace, or correct rejected supplies that are required to be replaced or corrected within ten (10) days, the District may either (1) by contract or otherwise, remove, replace or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i) If this contract provides for the performance of District quality assurance at source, and if requested by the District, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract, and (ii) when the supplies will be ready for District inspection.

(j) The District request shall specify the period and method of the advance notification and the District representative to whom it shall be furnished. Requests shall not require more than 2 business days of advance notification if the District representative is in residence in the Contractor's plant, nor more than 7 business days in other instances.

(k) The District will accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. District failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability upon the District, for non-conforming supplies.

(l) Inspections and tests by the District do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(m) If acceptance is not conclusive for any of the reasons in subparagraph (l) hereof, the District, in addition to any other rights and remedies provided by law, or under provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or noncompliance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within

a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the District will have the right to return the rejected materials at Contractor's risk and expense or contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the District thereby.

E.1.2. Inspection Of Services:

(a) Definition. "Services" as used in this clause includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the District covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the District during contract performance and for as long afterwards as the contract requires.

(c) The District has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The District will perform inspections and tests in a manner that will not unduly delay the work.

(d) If the District performs inspections or tests on the premises of the Contractor or subcontractor, the Contractor shall furnish, without additional charge, all reasonable facilities and assistance for the safety and convenient performance of these duties.

(e) If any of the services do not conform to the contract requirements, the District may require the Contractor to perform these services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by performance, the District may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect value of services performed.

(f) If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity to contract requirements, the District may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by the District that is directly related to the performance of such services, or (2) terminate the contract for default.

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of three (3) months from the date of award.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of two (2) months, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a 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 this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

F.2.3 The fixed price for the option period shall be as specified in the Section B 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) months.

F.2.5 The exercise of this option is subject to the availability of funds at the time of the exercise of the option.

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

F.3 DELIVERABLES

The Contractor shall provide specific information to the COTR according to schedule:

Section	Deliverable	Quantity	Format/Method of Delivery	Due Date	To Whom
C.3.1.3	Quality Control Plan	1	Hard copy and soft copy	Within 5 days of contract award	COTR
C.3.1.7	Names of all Contractor's employees, subcontractors and subcontractor's employees	1	Hard copy and soft copy	Within 5 days of contract award	COTR
C.3.1.8	Inventory list of equipment and supplies to fulfill the requirements of the contract	1	Hard copy and soft copy	Within 5 days of contract award	COTR

C.3.1.9	List of Contractor's contacts on job site	1	Hard copy and soft copy	Within 5 days of contract award	COTR
C.3.4.18.6.6	Recycle Weight Report	2	Hard copies	Within 5 days of contract award	COTR

F.4 The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 which is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, the 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 District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

- G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the Office of Finance and Resource Management (OFRM) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of OFRM is:

Name: Chanelle Hendrix
Address: Office of Finance and Resource Management (OFRM)
 441 4th Street, NW Suite 890-N
 Washington, DC 20001
Telephone: 202-727-0333

- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
 - G.2.2.1** Contractor's name, federal tax ID and invoice date (Contractors shall date invoices as of the date of mailing or transmittal);
 - G.2.2.2** Contract number and invoice number;
 - G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
 - G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;
 - G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
 - G.2.2.6** Name, title, phone number of person preparing the invoice;
 - G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and
 - G.2.2.8** Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For contracts subject to the fifty one percent (51%) District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section **H.5.5**.

G.3.2 No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with fifty one percent (51%) District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 PAYMENT

G.4.1 Payment will be based on the unit prices listed in Section B.4.

G.4.2 Payment will be made on the deliveries of services for each month accepted by the District.

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 CLAUSE**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.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of One Percent (1%) per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or

c) the 15th day after the required payment date for any other item.

G.6.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.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 this contract:

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

G.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 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

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

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

G.6.3 **Subcontract requirements**

G.6.3.1 The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

G.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:

Wilbur Giles
D.C. Department of Real Estate Services
Contracting and Procurement Division
2000 14th Street, NW, 5th Floor
Washington, DC 20009
Telephone: 202-671-1302

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.8.1 The Contracting Officer 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 Contracting Officer.

G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

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

G.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 prices and costs are consistent with the contractual 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.

Ms. Danielle Kirk
Facilities Division
2000 14th Street, NW 8th Floor
Washington, DC 20009
Tel. No. (202) 671-2343
Email: danielle.kirk@dc.gov

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 agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

G.9.4 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

H.1.1.1 at least fifty-one (51%) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

H.1.2 The Contractor shall negotiate an Employment Agreement with the Department of Employment Services ("DOES") for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2005-2103, Revision No. 8, date of last revision: 05/26/09, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Section J.1.1 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

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

H.4 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will

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

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

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

H.5.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.2.4) in which the Contractor shall agree that:

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

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

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

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

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

- (1) Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or
- (2) Submit a request to the Contracting Officer for a waiver of compliance with section H.5.4 and include the following documentation:

- (a) Material supporting a good faith effort to comply;
- (b) Referrals provided by DOES and other referral sources;
- (c) Advertisement of job openings listed with DOES and other referral sources; and
- (d) Any documentation supporting the waiver request pursuant to section H.5.6.

H.5.6 The Contracting Officer may waive the provisions of section H.5.4 if the CO finds that:

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

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

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

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

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

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

H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

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

H.8 WAY TO WORK AMENDMENT ACT OF 2006

- H.8.1** Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- H.8.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.
- H.8.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.8.4** The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- H.8.5** The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.8.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.8.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.8.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
 - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
 - (4) Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;
 - (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
 - (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an

accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;

(7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;

(8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));

(9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence

Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and

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

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

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

H.9.1.1 For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.

H.9.1.2 If there are insufficient qualified small business enterprises 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 certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

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

H.9.2 Subcontracting Plan

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1. The prime contractor responding to this solicitation which is required to subcontract shall be required to submit with its bid, a notarized statement detailing its subcontracting plan. Bids responding to this IFB shall be deemed nonresponsive and shall be rejected if the bidder is required to subcontract, but fails to submit a subcontracting plan with its bid. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

- H.9.2.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.9.2.2** A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.9.2.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- H.9.2.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- H.9.2.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- H.9.2.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- H.9.2.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- H.9.2.8** A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and
- H.9.2.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.

H.9.3 Subcontracting Plan Compliance Reporting

If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21st of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:

- H.9.3.1** The dollar amount of the contract or procurement;
- H.9.3.2** A brief description of the goods procured or the services contracted for;
- H.9.3.3** The name of the business enterprise from which the goods were procured or services contracted;

- H.9.3.4** Whether the subcontractors to the contract are currently certified business enterprises;
- H.9.3.5** The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- H.9.3.6** A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and
- H.9.3.7** A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

H.9.4 Enforcement and Penalties for Breach of Subcontracting Plan

- H.9.4.1** If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and 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 clause of the Standard Contract Provisions.
- H.9.4.2** There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.
- H.9.4.3** A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

H.10 ADVISORY AND ASSISTANCE SERVICES

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

H.11 WAY TO WORK AMENDMENT ACT OF 2006

- H.11.1** Except as described in H.15.8 below, the Contractor shall comply with Title I of the "Way to Work Amendment Act of 2006", D.C. Law 16-118, effective June 9, 2006, for contracts for services in the amount of One Thousand and 00/100 Dollars (\$100,000) or more in any twelve (12) month period.

- H.11.2** The Contractor shall pay its employees and subcontractors who perform services under this contract no less than the current living wage published on OCP's website at <http://www.ocp.dc.gov>.
- H.11.3** The Contractor shall include in any subcontract for Fifteen Thousand and 00/100 Dollars (\$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.11.4** The Department of Employment Services ("DOES") shall adjust the living wage annually and the OCP will publish the living wage rate on its website at <http://www.ocp.dc.gov>.
- H.11.5** The Contractor shall provide a copy of the fact sheet attached to each employee and subcontractor who performs services under the contract. The Contractor shall post the notice attached in a conspicuous place in its place of business. The Contractor shall include in any subcontract for Fifteen Thousand and 00/100 Dollars (\$15,000) or more a provision requiring the subcontractor to post the notice attached in a conspicuous place in its place of business.
- H.11.6** 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 Fifteen Thousand and 00/100 Dollars (\$15,000) or more under the contract.
- H.11.7** The payment of wages required under the Living Wage Act shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.11.8** **The requirements of the Living Wage Act do not apply to:**
- (1) Contracts or other agreements that are subject to wage level determinations required by federal law;
 - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
 - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
 - (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
 - (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act;
 - (6) An employee under twenty-two (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;
 - (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;

(8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));

(9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and

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

H.11.9

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

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March, 2007 ("SCP") are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading "Information", then click on "Standard Contract Provisions – Supplies and Services Contracts".

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 RIGHTS IN DATA

I.5.1 "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.5.2 The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.5.3** The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.5.7** The restricted rights set forth in section I.5.6 are of no effect unless
- (i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract

No. _____

With _____ (Contractor's Name); and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

I.5.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, 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.

I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, 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 this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or 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 then current version of the source code supplied under this 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.

I.5.11 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.5.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

I.8 INSURANCE

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

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-

operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

4. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$5,000,000 per occurrence, including the District of Columbia as additional insured.
5. Professional Liability Insurance (Errors & Omissions). The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$3,000,000 annual aggregate.

The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

6. Crime Insurance (3rd Party Indemnity). The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the District. The policy shall provide a limit of \$50,000 per occurrence. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their interests may appear.
7. Environmental Liability Insurance. The Contractor shall provide a policy to cover costs associated with bodily injury, property damage and remediation expenses associated with pollution incidents including, but not limited to, mold, asbestos or lead removal. The policy shall provide a minimum of \$1,000,000 in coverage per incident and \$2,000,000 aggregate.

B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required

Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.

- C. **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.**
- D. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. **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.
- F. **NOTIFICATION.** The Contractor shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.
- G. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Wilbur Giles
D.C. Department of Real Estate Services
Contracting and Procurement Division
2000 14th Street, NW, 5th Floor
Washington, DC 20009
Telephone: 202-671-1302
wilbur.giles@dc.gov

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

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.2.2. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

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

ORDER OF PRECEDENCE

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

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) IFB, as amended
- (6) Bid

I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

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

I.12 GOVERNING LAW

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

I.13 PRE-AWARD APPROVAL

The award and enforceability of this contract is contingent upon approval of the Council of the District of Columbia.

In accordance with D.C. Official Code §2-301.05a, the Mayor must submit to the Council for approval any contract action over one million dollars within a 12-month period.

I.14 CONTINUITY OF SERVICES

I.14.1 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.14.1.1 Furnish phase-out, phase-in (transition) training; and

I.14.1.2 Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

I.14.2 The Contractor shall, upon the Contracting Officer's written notice:

- I.14.2.1** Furnish phase-in, phase-out services for up to ninety (90) days after this contract expires and
- I.14.2.2** 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.14.3** 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.14.4** 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.14.5** 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.15 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 IFB 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.16 DISCRIMINATION CLAUSES

I.16.1 Anti-Discrimination Clause:

The Contractor:

- I.16.1.1** Shall not discriminate in any manner against any employee or applicant for employment in violation of Section 211 of the District of Columbia Human Rights Act (DC Law 2-38; DC Official Code Section 2-1402.11);

- I.16.1.2** Shall include a similar clause in every subcontract, except subcontracts for standard commercial supplies or raw materials;
- I.16.1.3** Shall, along with all subcontractors, post in a conspicuous place available to employees and applicants for employment, a notice setting forth the provisions of the anti-discrimination clause set out in Section 251 of the District of Columbia Human Rights Act (DC Official Code Section 2-1402.51).
- I.16.2 Non-Discrimination Clause:**
- I.16.2.1** The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, approved December 13, 1977, as amended (D. C. Law 2-38; D. C. Official Code §2-1402.11) (2001 Ed.) (“Act” as used in this Section). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, Contractor agrees and any subcontractor shall agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause as provided in Section 251 of the Act.
- I.16.2.2** Pursuant to rules of the Office of Human Rights, published on August 15, 1986 in the D. C. Register and Mayor’s Order 2002-175 (10/23/02), 49 DCR 9883, the following clauses apply to this contract:
- I.16.2.2.1** The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence or business. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.
- I.16.2.2.2** The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence or business. The affirmative action shall include, but not be limited to the following:
- (a) employment, upgrading or transfer;
 - (b) recruitment, or recruitment advertising;
 - (c) demotion, layoff, or termination;
 - (d) rates of pay, or other forms of compensation; and
 - (e) selection for training and apprenticeship.
- I.16.2.2.3** The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Agency, setting forth the provisions in subsections I.16.2.2.1 and I.16.2.2.2 concerning non-discrimination and affirmative action.

- I.16.2.2.4** The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in subsection I.10.2.2.2.
- I.16.2.2.5** The Contractor agrees to send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- I.16.2.2.6** The Contractor agrees to permit access to his books, records and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of Human Rights or designee, for purposes of investigation to ascertain compliance with this chapter, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.
- I.16.2.2.7** The Contractor agrees to comply with the provisions of this chapter and with all guidelines for equal employment opportunity applicable in the District of Columbia adopted by the Director of the Office of Human Rights, or any authorized official.
- I.16.2.2.8** The Contractor shall include in every subcontract the equal opportunity clauses, subsections I.16.2.2.1 through I.16.2.2.9 of this section, so that such provisions shall be binding upon each subcontractor or vendor.
- I.16.2.2.9** 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.17 AUDITS, RECORDS, AND RECORD RETENTION:

- I.17.1** At any time or times before final payment and three (3) years thereafter, the CO may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be reduced by amounts found by the CO not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the District Government and an overpayment is found, the Contractor shall reimburse the District for said overpayment within thirty (30) days after written notification.
- I.17.2** The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation.

- I.17.3** The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.
- I.17.4** The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the CO.
- I.17.5** Persons duly authorized by the CO shall have full access to and the right to examine any of the Contractor's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- I.17.6** The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
- I.17.7** In the event of a conflict between Article 28 of the General Provisions of the Standard Contract Provisions for Construction Projects, January 2007, and the provisions of this clause, the Standard Contract Provisions shall prevail.

I.18 LIVING WAGE ACT OF 2006:

The Living Wage Act of 2006 is Title I of the "Way To Work Amendment Act of 2006", DC Law 16-118, effective June 8, 2006. The Living Wage Act is codified at DC Official Code §§2-220.01 through 11. Living wage act can be found at: www.ocp.dc.gov.

I.18.1 WAY TO WORK AMENDMENT ACT OF 2006

- I.18.1.1** Except as described in I.12.1.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 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.
- I.18.1.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.
- I.18.1.3** 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.
- I.18.1.4** The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- I.18.1.5** The Contractor shall provide a copy of the Fact Sheet attached as J.1.3 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.1.3 in a conspicuous place in its place of business.

The Contractor all 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.

- I.18.1.6** 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.
- I.18.1.7** 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.*
- I.18.1.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
 - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
 - (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
 - (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
 - (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
 - (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;

SECTION J: LIST OF ATTACHMENTS

J.1 ATTACHMENT

J.1.1 Wage Determination No. 2005-2103, Revision No. 10, dated 06/15/2010

J.1.2 Mayor's Order No. 83-265 dated 11/09/1983
Employment Agreement Goals and Objectives For All District of Columbia Projects

J.1.3 The Living Wage Act Notice and Fact Sheet

J.2 **INCORPORATED ATTACHMENTS** *(The following forms, located at www.ocp.dc.gov shall be completed and incorporated with the offer.)*

J.2.1 LSDBE Certification Package (Bidders shall contact the Department of Small and Local Business Development for the package)

J.2.2 EEOC Information Report and Mayor's Order 85-85

J.2.3 Tax Certification Affidavit

J.2.4 Department of Employment Services First Source Employment Agreement

J.2.5 Standard Contract Provisions for Use with District of Columbia Government Supply and Service Contracts dated March 2007

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

K.1 TYPE OF BUSINESS ORGANIZATION

K.1.1 The bidder, by checking the applicable box, represents that

(a) It operates as:

- a corporation incorporated under the laws of the State of: _____
- an individual,
- a partnership,
- a nonprofit organization, or
- a joint venture.

(b) If the bidder is a foreign entity, it operates as:

- an individual,
- a joint venture, or
- a corporation registered for business in _____ (Country)

K.2 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the bidder for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Bidder: _____

Date: _____

Name: _____

Title: _____

Signature: _____

Bidder ____ has ____ has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Bidder ____ has ____ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed sub-bidders. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

K.3 BUY AMERICAN CERTIFICATION

The bidder hereby certifies that each end product, except the end products listed below, is a domestic end product (See Clause 23 of the SCP, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

	EXCLUDED END PRODUCTS	COUNTRY OF ORIGIN

K.4 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each bidder shall check one of the following:

_____ No person listed in Clause 13 of the SCP, "District Employees Not To Benefit" will benefit from this contract.

_____ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the SCP.

K.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

a) Each signature of the bidder is considered to be a certification by the signatory that:

- 1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any bidder or competitor relating to:
 - i. those prices
 - ii. the intention to submit a contract, or
 - iii. the methods or factors used to calculate the prices in the contract.
- 2) The prices in this contract have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before contract opening unless otherwise required by law; and
- 3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

b) Each signature on the offer is considered to be a certification by the signatory that the signatory:

- 1) Is the person in the bidder's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

- 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

(insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the bidder's organization);

- a. As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- ii. As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- c) If the bidder deletes or modifies subparagraph (a)(2) above, the bidder must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.6 TAX CERTIFICATION

Each bidder must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.2.3.

K.7 CERTIFICATION OF ELIGIBILITY

The bidder's signature shall be considered a certification by the signatory that the bidder, or any person associated therewith in the capacity of owner, partner, director, officer, principal, or any position involving the administration of funds:

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any federal, District or state statutes;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, District or state agency within the past three (3) years;
- C. does not have a proposed debarment pending; and
- D. has not been indicted, convicted, or had a civil judgment rendered against it or them by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Indicate below any exception to your certification of eligibility and to whom it applies, their position in the bidder's organization, the initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining responsibility of the bidder. Providing false information may result in criminal prosecution or administrative sanctions.

K.8 METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

- A. If authorized by the bidder(s) resultant contract(s) will be extended to any or all of the listed members as designated by the bidder in Section B to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) with the successful Contractor. There shall be no obligation on the part of any participating member to utilize the contract.
- C. A negative reply will not adversely affect consideration of your bid/proposal.
- D. It is the Contractor's responsibility to notify the members shown below of the availability of the contract.
- E. Each participating jurisdiction has the option of executing a separate contract with the Contractor. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that jurisdiction.
- F. The District shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the Contractor.

In pricing section of contract:

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>	<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>
___	___	Alexandria, Virginia	___	___	Met. Wash. Airports Authority
___	___	Alexandria Public School	___	___	Met. Wash. Council of Government
___	___	Arlington County, Virginia	___	___	Montgomery College
___	___	Arlington County Public School	___	___	Montgomery County, Maryland
___	___	Bowie, Maryland	___	___	Mont. County Public Schools
___	___	Charles County Public Schools	___	___	
___	___	College Park, Maryland	___	___	Prince George's County, Maryland
___	___	Culpeper County, Virginia	___	___	Prince George's Public Schools
___	___	District of Columbia	___	___	Prince William County, Virginia
___	___	District of Columbia Courts	___	___	
___	___	District of Columbia Public Schools	___	___	Prince William Public Schools
___	___	D.C. Water & Sewer Authority.	___	___	Pr. William County Service Authority
___	___	Fairfax, Virginia	___	___	Rockville, Maryland
___	___		___	___	Spotsylvania County Schools
___	___	Fairfax County, Virginia	___	___	Stafford County, Virginia
___	___	Fairfax County Water Authority	___	___	Takoma Park, Maryland
___	___	Falls Church, Virginia	___	___	Vienna, Virginia
___	___	Fauquier City. Sch. & Govt., VA	___	___	Wash. Metro. Area Transit Authority
___	___	Frederick County, Maryland	___	___	Wash. Suburban Sanitary Comm.
___	___	Manassas Public Schools	___	___	Winchester Public Schools

—	—	Gaithersburg, Maryland	—	—	Herndon, Virginia
—	—	Greenbelt, Maryland	—	—	Loudoun County, Virginia
—	—	Manassas, Virginia			
—	—	MD-Nat. Cap. Park & Plng. Comm.			

Vendor Name

**K-9
SUBCONTRACTING PLAN**

Page 1 of 2

PRIME CONTRACTOR INFORMATION:

Company: _____ Street Address: _____ City & Zip Code: : _____ Phone Number: _____ Fax: _____ Email Address: _____ Project Name: _____ Address: _____ Project Descriptions: _____ _____ _____	Solicitation Number: _____ Contractor's Tax ID Number: _____ Caption of Plan: _____ _____ Duration of the Plan: From _____ to _____ Total Prime Contract Value: \$ _____ Amount of Contract (excluding the cost of materials, goods, supplies and equipment) \$ _____ Amount of all Subcontracts: \$ _____ LSDBE Total: \$ _____ equals _____ % <div style="display: flex; justify-content: space-between; width: 100%;"> LSDBE Subcontract Value Percentage Set Aside </div>
---	--

CONTRACTOR INFORMATION: (use continuation sheet for additional subcontractors)

Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ % Tier: : _____ <div style="text-align: center; font-size: small;">1st, 2nd, 3rd</div> LSDBE Certification Number: _____ Certification Status: <input type="checkbox"/> SBE: <input type="checkbox"/> LBE: <input type="checkbox"/> DBE: <input type="checkbox"/> DZE: <input type="checkbox"/> ROB: <input type="checkbox"/> LRB: (check all that apply)			Point of Contact: _____ <div style="text-align: right; font-size: small;">Name (Print)</div> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	

(List each subcontractor at any tier that will be awarded a subcontract to meet your total set aside goal.)

CERTIFICATIONS

The prime contractor shall attach a **notarized** statement including the following:

- a. A **description of the efforts** the prime contractor will make to ensure that LBEs, DBEs, ROBs, SBEs, LRBs, or DZEs will have an equitable opportunity to compete for subcontracts;
- b. In all subcontracts that offer **further subcontracting opportunities**, assurances that the prime contractor will include a statement, approved by the CO, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- c. **Assurances** that the prime contractor will cooperate in any studies or surveys that may be required by the CO, and submit periodic reports, as requested by the CO, to allow the District to determine the extent of **compliance** by the prime contractor with the subcontracting plan;
- d. Listing of the type of **records** the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and include assurances that the prime contractor will make such records available for review upon the District's request; and
- e. A description of the prime contractor's recent **efforts to locate LBEs, DBEs, SBEs, DZEs, LRBs, and ROBs, and to award subcontracts to them.**

PERSON PREPARING THE SUBCONTRACTING PLAN:

Name: _____ <div style="text-align: right; font-size: small;">(Print)</div> Telephone Number: () _____ - _____ Fax Number: () _____ - _____ Email Address: _____	Signature: _____ Title: _____ Date: _____
---	---

Date Plan Received by CO: _____		
Report: <input type="checkbox"/> Acceptable <input type="checkbox"/> Not Acceptable	Contract Number: <u>DCAM-2010-B-0167</u>	
Wilbur Giles	_____	_____
Name of CO	Signature	Date

(SUBCONTRACTORS LIST CONTINUED)

Page 2 of 2

(List each subcontractor that will be awarded a subcontract to meet your total set aside goal.)

SUBCONTRACTOR INFORMATION: (use continuation sheet for additional subcontracts)										
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ % Tier: : _____ <small>1st, 2nd, 3rd</small> LSDBE Certification Number: _____ Certification Status: (check all that apply) <table border="1" style="display: inline-table; vertical-align: middle;"> <tr> <td>SBE:</td> <td>LBE:</td> <td>DBE:</td> <td>DZE:</td> <td>ROB:</td> <td>LRB:</td> </tr> </table>			SBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Point of Contact: _____ Name (Print) Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
SBE:	LBE:	DBE:	DZE:	ROB:	LRB:					
SUBCONTRACTOR INFORMATION:										
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ % Tier: : _____ <small>1st, 2nd, 3rd</small> LSDBE Certification Number: _____ Certification Status: (check all that apply) <table border="1" style="display: inline-table; vertical-align: middle;"> <tr> <td>SBE:</td> <td>LBE:</td> <td>DBE:</td> <td>DZE:</td> <td>ROB:</td> <td>LRB:</td> </tr> </table>			SBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Point of Contact: _____ Name (Print) Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
SBE:	LBE:	DBE:	DZE:	ROB:	LRB:					
SUBCONTRACTOR INFORMATION:										
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ % Tier: : _____ <small>1st, 2nd, 3rd</small> LSDBE Certification Number: _____ Certification Status: (check all that apply) <table border="1" style="display: inline-table; vertical-align: middle;"> <tr> <td>SBE:</td> <td>LBE:</td> <td>DBE:</td> <td>DZE:</td> <td>ROB:</td> <td>LRB:</td> </tr> </table>			SBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Point of Contact: _____ Name (Print) Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
SBE:	LBE:	DBE:	DZE:	ROB:	LRB:					
SUBCONTRACTOR INFORMATION:										
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ % Tier: : _____ <small>1st, 2nd, 3rd</small> LSDBE Certification Number: _____ Certification Status: (check all that apply) <table border="1" style="display: inline-table; vertical-align: middle;"> <tr> <td>SBE:</td> <td>LBE:</td> <td>DBE:</td> <td>DZE:</td> <td>ROB:</td> <td>LRB:</td> </tr> </table>			SBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Point of Contact: _____ Name (Print) Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
SBE:	LBE:	DBE:	DZE:	ROB:	LRB:					

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**L.1 METHOD OF AWARD**

- L.1.1 The District reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids analyzed whenever it is determined that such action is in the best interest of the District.
- L.1.2 The District intends to award single or multiple contract(s) resulting from this solicitation to the responsive and responsible lowest bidder(s).

L.2 PREPARATION AND SUBMISSION OF BIDS

- L.2.1 Bidders shall submit a signed original and two (2) copies. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder's bid shall constitute the formal contract. **Each bid shall be submitted as specified in Section A.3 in a sealed envelope conspicuously marked: "Bid in Response to Solicitation No. DCAM-2010-B-0167"**.
- L.2.2 The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.
- L.2.3 The District may reject as non-responsive any bid that fails to conform in any material respect to the IFB.
- L.2.4 The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.

L.3 FAMILIARIZATION WITH CONDITIONS

Bidders 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. Bidders 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.4 BID SUBMISSION DATE AND TIME

Bids must be submitted no later than 2:00 p.m. local time on August 26, 2010 as specified in Section A.9.

L.5 WITHDRAWAL OR MODIFICATION OF BIDS

A bidder may modify or withdraw its bid upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of bids, but not later than the exact time set for opening of bids.

L.6 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

L.6.1 Bids, modifications to bids, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

L.6.1.1 The bid or modification was sent by registered or certified mail no later than the fifth (5th) day before the date specified for receipt of bids; or

L.6.1.2 The bid or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the District after receipt.

L.6.2 Postmarks

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

L.6.3 Late Submissions

A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

L.6.4 Late Modifications

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

L.6.5 Late Bids

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

L.7 HAND DELIVERY OR MAILING OF BIDS

Bidders must deliver or mail their bids to the address in Section A.8 of the cover page.

L.8 ERRORS IN BIDS

Bidders are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the offeror's risk. In event of a discrepancy between the unit price and the total price, the unit price shall govern.

L.9 QUESTIONS ABOUT THE SOLICITATION

If a prospective bidder has any questions relative to this solicitation, the prospective offeror shall submit the questions in writing to the CO. The prospective bidder shall submit questions no later than five (5) calendar days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than five (5) calendar days before the date set for submission of bids. The District will furnish responses promptly to all prospective bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.10 FAILURE TO SUBMIT BIDS

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the CO, DRES, 2000 14th Street, N.W., 5th Floor, Washington, DC 20009, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, DRES, of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not notify the CO, DRES, that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.11 BID PROTESTS

Any actual or prospective bidder 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 prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer.

L.12 SIGNING OF BIDS

L.12.1 The bidder shall sign the bid and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each bid must show a full business address and telephone number of the offeror and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.12.2 All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the offeror or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Bidders shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

L.13 ACKNOWLEDGMENT OF AMENDMENTS

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

L.14 BIDS WITH OPTION YEARS

The bidder shall include option year prices in its bid. A bid may be determined to be nonresponsive if it does not include option year pricing.

L.15 LEGAL STATUS OF OFFEROR

Each bid must provide the following information:

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

L.15.2 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid 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 bidder 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 BID OPENING

The District shall publicly open bids submitted in response to this IFB. The District shall read aloud or otherwise make available the name of each bidder, the bid price, and other information that is deemed appropriate.

L.17 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.8 to:

Wilbur Giles
Contracting Officer
2000 14th Street, N.W., 5th Floor
Washington, DC 20009
202-671-1302
wilbur.giles@dc.gov

L.18 GENERAL STANDARDS OF RESPONSIBILITY

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

- L.18.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.18.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.18.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.18.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.18.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.18.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.18.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

L.18.8 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility 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 nonresponsible.

PRE-BID CONFERENCE

A pre-bid conference will be held at 11:00 am (EST) on Wednesday, August 18, 2010 at the Community Room, 2nd Floor, Reeves Center, 2000 14th Street, NW, Washington, DC 20009. Prospective bidders will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose for the conference is to provide a structured and formal opportunity for the District to accept questions from bidders on the solicitation document as well as to clarify the contents of the solicitation. Attending bidders must complete the pre-bid conference attendance roster at the conference so that their attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-bid conference are only intended for general discussion and do not represent the Department's final position. All oral questions must be submitted in writing following the close of the pre-bid conference but no later than four calendar days after the pre-bid conference in order to generate an official answer. Official answers will be posted on the OCP website at www.ocp.dc.gov.

SECTION M: EVALUATION FACTORS**M.1. Preferences for Certified Business Enterprises**

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

M.1.1. Application of Preferences

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

- M.1.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to this Invitation for Bids (IFB).
- M.1.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive a five percent (5%) reduction in the bid price for a bid submitted by the ROB in response to this IFB.
- M.1.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive a five percent (5%) reduction in the bid price for a bid submitted by the LRB in response to this IFB.
- M.1.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to this IFB.
- M.1.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to this IFB.
- M.1.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to this IFB.
- M.1.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the VOB in response to this IFB.
- M.1.1.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the LMBE in response to this IFB.

M.1.2 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 twelve per cent (12%) for bids submitted in response to this IFB. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.1.3 Preferences for Certified Joint Ventures

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

M.1.4 Verification of Offeror's Certification as a Certified Business Enterprise

M.1.4.1 Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its bid. The CO will verify the offeror's certification with DSLBD, and the offeror should not submit with its bid any documentation regarding its certification as a certified business enterprise.

M.1.4.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 970N
Washington DC 20001

M.1.4.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.2 OPEN MARKET WITH SBE SUBCONTRACTING SET-ASIDE (SUPPLIES AND SERVICES)

M.2.1 Preferences for Local Business, Disadvantaged Business, Resident-owned Business, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone.

Under the provision of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005" (the Act), Title II, Subtitle N, of the "Fiscal Year 2006 Budget Support Act of 2005", D.C. Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

M.2.1.1 Required Small Business Enterprise (SBE) Subcontracting Set-Aside

35% of the total dollar of this contract has been set-aside for performance through subcontracting with businesses certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable, as small business enterprise. All Offerors responding to this solicitation shall submit with its proposal, a notarized statement detailing its subcontracting plan. Bid responding to this IFB shall be deemed nonresponsive and shall be rejected if the Offeror fails to submit a subcontracting plan that is required by this solicitation. Once the plan is approved by the contracting officer, changes will only occur with the prior written approval of the contracting officer and the Director of DSLBD.

M.2.2 APPLICATION OF PREFERENCES

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

- M.2.2.1** Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB).
- M.2.2.2** Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (5%) reduction in the bid price for a bid submitted by the ROB in response to an IFB.
- M.2.2.3** Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (5%) reduction in the bid price for a bid submitted by the LRB in response to an IFB.
- M.2.2.4** Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB.
- M.2.2.5** Any prime contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB.
- M.2.2.6** Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB.

M.2.3 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 for this procurement is twelve percent (12%) for bids submitted in response to an IFB. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.2.4 PREFERENCES FOR CERTIFIED JOINT VENTURES

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

M.2.5 VENDOR SUBMISSION FOR PREFERENCES

M.2.5.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its proposal, the following documentation, as applicable to the preference being sought:

M.2.5.1.1 Evidence of the vendor's or joint venture's certification by DSLBD as an SBE, LBE, DBE, DZE, LRB or ROB, to include a copy of all relevant letters of certification from DSLBD; or

M.2.5.1.2 Evidence of the vendor's or joint venture's provisional certification by DSLBD as an SBE, LBE, DBE, DZE, LRB or ROB, to include a copy of the provisional certification from DSLBD.

M.2.5.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 970N
Washington DC 20001

M.2.5.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.2.6 SUBCONTRACTING PLAN

Each subcontracting plan shall include the following:

M.2.6.1 A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

M.2.6.2 A statement of the dollar value of the proposal that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

M.2.6.3 The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;

M.2.6.4 The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;

M.2.6.5 A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;

- M.2.6.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- M.2.6.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- M.2.6.8** A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and
- M.2.6.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises and to award subcontracts to them.

M.2.7 COMPLIANCE REPORTS

By the 21st of every month following the execution of the contract, the prime contractor shall submit to the contracting officer and the Director of DSLBD a compliance report detailing the contractor's compliance, for the preceding month, with the subcontracting requirements of the contract. The monthly compliance report shall include the following information:

- M.2.7.1** The dollar amount of the contract or procurement;
- M.2.7.2** A brief description of the goods procured or the services contracted for;
- M.2.7.3** The name and address of the business enterprise from which the goods were procured or services contracted;
- M.2.7.4** Whether the subcontractors to the contract are currently certified business enterprises;
- M.2.7.5** The dollar percentage of the contract or procurement awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- M.2.7.6** A description of the activities the contractor engaged in, in order to achieve the subcontracting requirements set forth in section M.3.1.1; and
- M.2.7.7** A description of any changes to the activities the contractor intends to make by the next month to achieve the requirements set forth in section M.3.1.1.

M.2.8 ENFORCEMENT AND PENALTIES FOR BREACH OF SUBCONTRACTING PLAN

- M.2.8.1** If during the performance of this contract, the contractor fails to comply with the subcontracting plan submitted in accordance with the requirements of this contract, and as approved by the contracting officer and the Director of DSLBD, and the contracting officer determines the contractor's failure to be a material breach of the contract, the contracting officer shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

M.2.8.2 In addition, the willful breach by a contractor of a subcontracting plan for utilization of certified business enterprises in the performance of a contract, the failure to submit any required subcontracting plan monitoring or compliance report, or the deliberate submission of falsified data may be enforced by DSLBD through the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach, failure, or falsified submission.

J.1 ATTACHMENTS

J.1.

**Wage Determination No.
2005-2103,
Revision No. 10,
dated 06/15/2010**

WD 05-2103 (Rev.-10) was first posted on www.wdol.gov on 06/22/2010

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Shirley F. Ebbesen Division of
Director Wage Determinations

Wage Determination No.: 2005-2103
Revision No.: 10
Date Of Revision: 06/15/2010

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince
George's, St Mary's
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier,
King George, Loudoun, Prince William, Stafford

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.08
01012 - Accounting Clerk II		16.92
01013 - Accounting Clerk III		22.30
01020 - Administrative Assistant		31.41
01040 - Court Reporter		21.84
01051 - Data Entry Operator I		14.38
01052 - Data Entry Operator II		15.69
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.21
01090 - Duplicating Machine Operator		14.21
01111 - General Clerk I		14.88
01112 - General Clerk II		16.24
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		13.62
01191 - Order Clerk I		15.12
01192 - Order Clerk II		16.50
01261 - Personnel Assistant (Employment) I		18.15
01262 - Personnel Assistant (Employment) II		20.32
01263 - Personnel Assistant (Employment) III		22.65
01270 - Production Control Clerk		22.03
01280 - Receptionist		14.43
01290 - Rental Clerk		16.55
01300 - Scheduler, Maintenance		18.07
01311 - Secretary I		18.07
01312 - Secretary II		20.18
01313 - Secretary III		25.29
01320 - Service Order Dispatcher		16.98
01410 - Supply Technician		28.55
01420 - Survey Worker		20.03
01531 - Travel Clerk I		13.29
01532 - Travel Clerk II		14.36
01533 - Travel Clerk III		15.49
01611 - Word Processor I		15.63
01612 - Word Processor II		17.67
01613 - Word Processor III		19.95
05000 - Automotive Service Occupations		

05005 - Automobile Body Repairer, Fiberglass	25.26
05010 - Automotive Electrician	23.51
05040 - Automotive Glass Installer	22.15
05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	19.04
05130 - Motor Equipment Metal Mechanic	24.78
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.78
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.85
07041 - Cook I	12.55
07042 - Cook II	14.60
07070 - Dishwasher	10.11
07130 - Food Service Worker	10.66
07210 - Meat Cutter	18.08
07260 - Waiter/Waitress	9.70
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.86
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer, Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.54
11060 - Elevator Operator	10.54
11090 - Gardener	17.52
11122 - Housekeeping Aide	11.83
11150 - Janitor	11.83
11210 - Laborer, Grounds Maintenance	13.07
11240 - Maid or Houseman	11.26
11260 - Pruner	11.58
11270 - Tractor Operator	16.04
11330 - Trail Maintenance Worker	13.07
11360 - Window Cleaner	12.85
12000 - Health Occupations	
12010 - Ambulance Driver	20.41
12011 - Breath Alcohol Technician	20.27
12012 - Certified Occupational Therapist Assistant	23.11
12015 - Certified Physical Therapist Assistant	21.43
12020 - Dental Assistant	17.18
12025 - Dental Hygienist	44.75
12030 - EKG Technician	27.67
12035 - Electroneurodiagnostic Technologist	27.67
12040 - Emergency Medical Technician	20.41
12071 - Licensed Practical Nurse I	19.07
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13
12100 - Medical Assistant	15.01
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	17.42
12190 - Medical Record Technician	19.50
12195 - Medical Transcriptionist	18.77
12210 - Nuclear Medicine Technologist	37.60

12221 - Nursing Assistant I	10.80
12222 - Nursing Assistant II	12.14
12223 - Nursing Assistant III	13.98
12224 - Nursing Assistant IV	15.69
12235 - Optical Dispenser	20.17
12236 - Optical Technician	15.80
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	15.69
12305 - Radiologic Technologist	31.11
12311 - Registered Nurse I	27.64
12312 - Registered Nurse II	33.44
12313 - Registered Nurse II, Specialist	33.44
12314 - Registered Nurse III	40.13
12315 - Registered Nurse III, Anesthetist	40.13
12316 - Registered Nurse IV	48.10
12317 - Scheduler (Drug and Alcohol Testing)	21.73
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.86
13012 - Exhibits Specialist II	24.61
13013 - Exhibits Specialist III	30.09
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	33.88
13050 - Library Aide/Clerk	14.21
13054 - Library Information Technology Systems Administrator	30.60
13058 - Library Technician	19.89
13061 - Media Specialist I	18.73
13062 - Media Specialist II	20.95
13063 - Media Specialist III	23.36
13071 - Photographer I	16.65
13072 - Photographer II	18.90
13073 - Photographer III	23.67
13074 - Photographer IV	28.65
13075 - Photographer V	33.76
13110 - Video Teleconference Technician	20.39
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.22
14045 - Computer Operator V	29.05
14071 - Computer Programmer I	(see 1) 26.36
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18.92
14160 - Personal Computer Support Technician	26.22
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	36.47
15020 - Aircrew Training Devices Instructor (Rated)	44.06
15030 - Air Crew Training Devices Instructor (Pilot)	52.81
15050 - Computer Based Training Specialist / Instructor	36.47
15060 - Educational Technologist	35.31
15070 - Flight Instructor (Pilot)	52.81
15080 - Graphic Artist	26.80
15090 - Technical Instructor	25.08

15095 - Technical Instructor/Course Developer	30.67
15110 - Test Proctor	20.20
15120 - Tutor	20.20
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.88
16030 - Counter Attendant	9.88
16040 - Dry Cleaner	12.94
16070 - Finisher, Flatwork, Machine	9.88
16090 - Presser, Hand	9.88
16110 - Presser, Machine, Drycleaning	9.88
16130 - Presser, Machine, Shirts	9.88
16160 - Presser, Machine, Wearing Apparel, Laundry	9.88
16190 - Sewing Machine Operator	13.78
16220 - Tailor	14.66
16250 - Washer, Machine	10.88
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.14
19040 - Tool And Die Maker	23.38
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.02
21030 - Material Coordinator	22.03
21040 - Material Expediter	22.03
21050 - Material Handling Laborer	13.83
21071 - Order Filler	15.09
21080 - Production Line Worker (Food Processing)	18.02
21110 - Shipping Packer	15.09
21130 - Shipping/Receiving Clerk	15.09
21140 - Store Worker I	11.72
21150 - Stock Clerk	16.86
21210 - Tools And Parts Attendant	18.02
21410 - Warehouse Specialist	18.02
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.21
23021 - Aircraft Mechanic I	25.83
23022 - Aircraft Mechanic II	27.21
23023 - Aircraft Mechanic III	28.53
23040 - Aircraft Mechanic Helper	17.54
23050 - Aircraft, Painter	24.73
23060 - Aircraft Servicer	19.76
23080 - Aircraft Worker	21.01
23110 - Appliance Mechanic	21.75
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	26.02
23130 - Carpenter, Maintenance	21.40
23140 - Carpet Layer	20.49
23160 - Electrician, Maintenance	27.98
23181 - Electronics Technician Maintenance I	24.94
23182 - Electronics Technician Maintenance II	26.47
23183 - Electronics Technician Maintenance III	27.89
23260 - Fabric Worker	19.13
23290 - Fire Alarm System Mechanic	22.91
23310 - Fire Extinguisher Repairer	17.62
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	25.83
23381 - Ground Support Equipment Servicer	19.76
23382 - Ground Support Equipment Worker	21.01
23391 - Gunsmith I	17.62
23392 - Gunsmith II	20.49
23393 - Gunsmith III	22.91

23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.89
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	25.17
23430 - Heavy Equipment Mechanic	22.91
23440 - Heavy Equipment Operator	22.91
23460 - Instrument Mechanic	22.59
23465 - Laboratory/Shelter Mechanic	21.75
23470 - Laborer	14.98
23510 - Locksmith	21.90
23530 - Machinery Maintenance Mechanic	23.12
23550 - Machinist, Maintenance	22.91
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	22.59
23592 - Metrology Technician II	23.80
23593 - Metrology Technician III	24.96
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.75
23790 - Pipefitter, Maintenance	24.63
23810 - Plumber, Maintenance	22.29
23820 - Pneudraulic Systems Mechanic	22.91
23850 - Rigger	22.91
23870 - Scale Mechanic	20.49
23890 - Sheet-Metal Worker, Maintenance	22.91
23910 - Small Engine Mechanic	20.49
23931 - Telecommunications Mechanic I	29.95
23932 - Telecommunications Mechanic II	31.55
23950 - Telephone Lineman	27.41
23960 - Welder, Combination, Maintenance	22.91
23965 - Well Driller	22.91
23970 - Woodcraft Worker	22.91
23980 - Woodworker	17.62
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.79
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	10.57
24620 - Family Readiness And Support Services Coordinator	16.90
24630 - Homemaker	18.43
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.30
25040 - Sewage Plant Operator	20.84
25070 - Stationary Engineer	27.30
25190 - Ventilation Equipment Tender	19.49
25210 - Water Treatment Plant Operator	20.84
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.57
27007 - Baggage Inspector	12.71
27008 - Corrections Officer	22.80
27010 - Court Security Officer	24.72
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	22.80
27070 - Firefighter	24.63
27101 - Guard I	12.71
27102 - Guard II	20.57
27131 - Police Officer I	26.52
27132 - Police Officer II	29.67
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63

28043 - Carnival Equipment Worker	9.24
28210 - Gate Attendant/Gate Tender	13.01
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	14.56
28510 - Recreation Aide/Health Facility Attendant	10.62
28515 - Recreation Specialist	18.04
28630 - Sports Official	11.59
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.13
29020 - Hatch Tender	23.13
29030 - Line Handler	23.13
29041 - Stevedore I	21.31
29042 - Stevedore II	24.24
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.84
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.56
30021 - Archeological Technician I	20.19
30022 - Archeological Technician II	22.60
30023 - Archeological Technician III	27.98
30030 - Cartographic Technician	27.98
30040 - Civil Engineering Technician	26.41
30061 - Drafter/CAD Operator I	20.19
30062 - Drafter/CAD Operator II	22.60
30063 - Drafter/CAD Operator III	25.19
30064 - Drafter/CAD Operator IV	31.00
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61
30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	27.41
30210 - Laboratory Technician	23.38
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30390 - Photo-Optics Technician	27.98
30461 - Technical Writer I	21.93
30462 - Technical Writer II	26.84
30463 - Technical Writer III	32.47
30491 - Unexploded Ordnance (UXO) Technician I	24.74
30492 - Unexploded Ordnance (UXO) Technician II	29.93
30493 - Unexploded Ordnance (UXO) Technician III	35.88
30494 - Unexploded (UXO) Safety Escort	24.74
30495 - Unexploded (UXO) Sweep Personnel	24.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	25.19
Surface Programs	
30621 - Weather Observer, Senior (see 2)	27.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	14.32
31030 - Bus Driver	20.85
31043 - Driver Courier	13.98
31260 - Parking and Lot Attendant	10.07
31290 - Shuttle Bus Driver	15.66
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	15.66
31362 - Truckdriver, Medium	17.90

31363 - Truckdriver, Heavy	19.18
31364 - Truckdriver, Tractor-Trailer	19.18
99000 - Miscellaneous Occupations	
99030 - Cashier	10.03
99050 - Desk Clerk	11.58
99095 - Embalmer	23.05
99251 - Laboratory Animal Caretaker I	11.30
99252 - Laboratory Animal Caretaker II	12.35
99310 - Mortician	31.73
99410 - Pest Controller	17.69
99510 - Photofinishing Worker	13.20
99710 - Recycling Laborer	18.50
99711 - Recycling Specialist	22.71
99730 - Refuse Collector	16.40
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	13.43
99830 - Survey Party Chief	21.94
99831 - Surveying Aide	13.63
99832 - Surveying Technician	20.85
99840 - Vending Machine Attendant	14.43
99841 - Vending Machine Repairer	18.73
99842 - Vending Machine Repairer Helper	14.43

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.50 per hour or \$140.00 per week or \$606.67 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer

occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

J.1.2

Mayor's Order No. 83-265

dated 11/09/1983

**Employment Agreement
Goals and Objectives For
All District of Columbia
Projects**

GOVERNMENT OF THE DISTRICT OF COLUMBIA

ADMINISTRATIVE ISSUANCE SYSTEM

Mayor's Order 83-265
November 9, 1983

SUBJECT: Employment Agreement Goals and Objectives for All District of Columbia Projects

ORIGINATING AGENCY: Department of Employment Services

By virtue of the authority vested in me as Mayor of the District of Columbia by Section 422 of the D. C. Self-Government and Governmental Reorganizational Act of 1973, as amended, D. C. Code Section 1-242 (1981 Edition), it is hereby **ORDERED** that:

1. For any project funded in whole or in part with District of Columbia funds, or funds which, in accordance with a federal grant or otherwise, the District of Columbia administers, and on which the District of Columbia is signatory to any agreement of a contractual nature, the project shall reflect the goal of this Administration to enhance business and economic development by increasing jobs for District residents and broadening the District of Columbia's tax base. Accordingly, all projects shall provide for increased employment opportunities for District residents by requiring all contracts and subcontracts to include the provisions set forth below.
2. Any agreement of a contractual nature shall contain the following basic goals and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:
3. At least fifty-one percent of all jobs created are to be performed by employees who are residents of the District of Columbia.
4. At least fifty-one percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the D. C. Apprenticeship Council.
5. Any agreement of a contractual nature shall include for each project, a requirement that the employer negotiate an Employment Agreement with the Department of Employment Services.

6. Any agreement of a contractual nature shall include a requirement for the employers on the project to utilize the Job Service operated by the Department of Employment Services as a first source of referral of qualified applicants, trainees, and other workers in the implementation of the employment goals contained in this Order. Each contractor shall include in all subcontracts executed in connection with a project the same requirement.

7. **Implementation:**

(a) All requests for bids and proposals issued by departments and agencies of the Government of the District of Columbia that create jobs, in the District of Columbia, through a contract, subcontract, grant, financial loan or bond, shall include notification to potential employers that they will be required to hire fifty-one percent D. C. residents and enter into a first source employment Agreement with the Department of Employment Services.

(b) The Director of the District of Columbia Department of Employment Services is directed to implement this Order and is authorized to fashion such procedures as may be necessary to accomplish its purposes. The Director is also authorized to request the assistance of any District department or agency for support services in carrying out the imperatives of this Order.

(c) To the extent that this Order is inconsistent with the provisions of any other Commissioners' Order, Order of the Commissioner or Mayor's Order, the provisions of this Order shall prevail and supersede these provisions thereof.

8. **Effective Date:** This Order shall become effective immediately.

ATTESTED BY: DWIGHT S. CROPP, SECRETARY, D. C.

SIGNED BY: MARION BARRY, JR., MAYOR

J.1.3

**The Living Wage Act
Notice and Fact Sheet**

“THE LIVING WAGE ACT OF 2006”

Title I, D.C. Law No. 16-118, (D.C. Official Code §§ 2-220.01-.11)

Effective June 9, 2006, recipients of new contracts or government assistance shall pay affiliated employees and subcontractors who perform services under the contracts no less than the current living wage. Effective January 1, 2010, the living wage rate is \$12.50.

The requirement to pay a living wage applies to:

- All recipients of contracts in the amount of \$100,000 or more; and, all subcontractors of these recipients receiving \$15,000 or more from the funds received by the recipient from the District of Columbia, and,
- All recipients of government assistance in the amount of \$100,000 or more; and, all subcontractors of these recipients of government assistance receiving \$50,000 or more in funds from government assistance received from the District of Columbia.

“Contract” means a written agreement between a recipient and the District government.

“Government assistance” means a grant, loan or tax increment financing that result in a financial benefit from an agency, commission, instrumentality, or other entity of the District government.

“Affiliated employee” means any individual employed by a recipient who received compensation directly from government assistance or a contract with the District of Columbia government, including any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or contract. The term “affiliated employee” does not include those individuals who perform only intermittent or incidental services with respect to the contract or government assistance or who are otherwise employed by the contractor, recipient or subcontractor.

Certain exceptions may apply where contracts or agreements are subject to wage determinations required by federal law which are higher than the wage required by this Act; contracts for electricity, telephone, water, sewer other services delivered by regulated utility; contracts for services needed immediately to prevent or respond to a disaster or eminent threat to the public health or safety declared by the Mayor; contracts awarded to recipients that provide trainees with additional services provided the trainee does not replace employees; tenants or retail establishments that occupy property constructed or improved by government assistance, provided there is no receipt of direct District government assistance; Medicaid provider agreements for direct care services to Medicaid recipients, provided that the direct care service is not provided through a home care agency, a community residential facility or a group home for mentally retarded persons; and contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

Exemptions are provided for employees under 22 years of age employed during a school vacation period, or enrolled as a full-time student who works less than 25 hours per week, provided that other employees are not replaced, and for employees of nonprofit organizations that employ not more than 50 individuals.

Each recipient and subcontractor of a recipient shall provide this notice to each affiliate employee covered by this notice, and shall also post this notice concerning these requirements in a conspicuous site in the place of business.

All recipients and subcontractors shall retain payroll records created and maintained in the regular course of business under District of Columbia law for a period of at least 3 years.

This is a summary of the “Living Wage Act of 2006”. For the complete text go to:

www.does.dc.gov or www.ocp.dc.gov

**To file a complaint contact: Department of Employment Services
Office of Wage-Hour**

**64 New York Avenue, N.E., Room 3105, Washington, D.C. 20002
(202) 671-1880**



LIVING WAGE ACT FACT SHEET

The "Living Wage Act of 2006," Title I of D.C. Law 16-18, (D.C. Official Code §§2-220.01-.11) became effective June 9, 2006. It provides that District of Columbia government contractors and recipients of government assistance (grants, loans, tax increment financing) in the amount of \$100,000 or more shall pay affiliated employees wages no less than the current living wage rate.

Effective January 1, 2010, the living wage rate is \$12.50 per hour.

Subcontractors of D.C. government contractors who receive \$15,000 or more from the contract and subcontractors of the recipients of government assistance who receive \$50,000 or more from the assistance are also required to pay their affiliated employees no less than the current living wage rate.

"Affiliated employee" means any individual employed by a recipient who receives compensation directly from government assistance or a contract with the District of Columbia government, including any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or a contract. The term "affiliated employee" does not include those individuals who perform only intermittent or incidental services with respect to the government assistance or contract, or who are otherwise employed by the contractor, recipient or subcontractor.

Exemptions – The following contracts and agreements are exempt from the Living Wage Act:

1. Contracts or other agreements that are subject to higher wage level determinations required by federal law (i.e., if a contract is subject to the Service Contract Act and certain wage rates are lower than the District's current living wage, the contractor must pay the higher of the two rates);
2. Existing and future collective bargaining agreements, provided that the future collective bargaining agreement results in the employee being paid no less than the current 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 eminent threat to public health or safety declared by the Mayor;
5. Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services, provided that the trainees do not replace employees subject to the Living Wage Act;

6. An employee, under 22 years of age, employed during a school vacation period, or enrolled as 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;
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 of Columbia;
8. Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to Section 501 (c) (3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26. U.S.C. §501(c)(3));
9. Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code §44-501); and
10. Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

Enforcement

The Department of Employment Services (DOES) and the D.C. Office of Contracting and Procurement (OCP) share monitoring responsibilities.

If you learn that a contractor subject to this law is not paying at least the current living wage you should report it to the Contracting Officer.

If you believe that your employer is subject to this law and is not paying you at least the current living wage, you may file a complaint with the DOES Office of Wage – Hour, located at 64 New York Ave., NE, Room 3105, (202) 671-1880.

For questions and additional information, contact the Office of Contracting and Procurement at (202) 727-0252 or the Department of Employment Services on (202) 671-1880.

Please note: *This fact sheet is for informational purposes only as required by Section 106 of the Living Wage Act. It should not be relied on as a definitive statement of the Living Wage Act or any regulations adopted pursuant to the law.*