

SOLICITATION, OFFER, AND AWARD (REVISED)		1. Caption City-Wide Janitorial Services		Page of Pages 1 142	
2. Contract Number	3. Solicitation Number DCAM-2010-R-0147	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency	5. Date Issued August 19, 2010	6. Type of Market <input type="checkbox"/> Open <input checked="" type="checkbox"/> Set Aside <input type="checkbox"/> Open with Mandatory 35% SBE <input checked="" type="checkbox"/> Sub-Contracting Set Aside (See Section M.6.1.1)	
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		

NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and 4 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 bid counter located at 2000 14th Street, 3rd Floor, Washington, DC 20009 until 2:00 P.M. local time September 8, 2010
(Hour) (Date)

CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.

10. For Information Contact	A. Name Helena Barbour		B. Telephone			C. E-mail Address helena.barbour2@dc.gov
	(Area Code) 202	(Number) 671-2397	(Ext)			

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OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 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

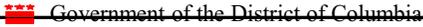
10 Calendar days %	20 Calendar days %	30 Calendar days %	___ Calendar days %
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14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):

Amendment Number	Date	Amendment Number	Date

15A. Name and Address of Offeror	15B. Telephone			15 C. Check if remittance address is different from above - Refer to Section G	16. Name and Title of Person Authorized to Sign Offer/Contract	17. Signature	18. Offer Date
	(Area Code)	(Number)	(Ext)				

AWARD (TO BE COMPLETED BY GOVERNMENT)

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation
 Department of Real Estate Services		

22. Name of Contracting Officer (Type or Print)	23. Signature of Contracting Officer (District of Columbia)	24. Award Date
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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 District owned and leased facilities.

Offerors may submit an offer for one (1) or all five (5) aggregate group(s). The Offeror shall fill out the monthly price and total price for each line item in the Price Schedule of the area group(s) for which the Offeror intends to submit a proposal.

B.2 TYPE OF CONTRACT

The District contemplates award of up to five (5) Firm Fixed Price Contracts.

B.3 An Offeror responding to this solicitation must submit with its offer, a notarized statement detailing any subcontracting plan required by law. Offers responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror fails to submit a subcontracting plan that is required by law. All non-construction contracts in which a portion will be subcontracted must include the following requirements:

B.3.1 At least 35% of the dollar volume shall be subcontracted to Small Business Enterprises (SBE). 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 SBE. (See H.10).

B.4 FIXED PRICE

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

B.5 VACANT SPACE

The Contractor’s offer shall reflect pricing for a fully occupied building. In the event that there is vacant space in the building, the offeror shall be notified at the time of the site-visit. If there is a substantial amount of vacant space (5,000 or more), it will be noted on the Initial Site Assessment Sheet by the Offerors and submitted during the evaluation process review.

The period for deducting for unoccupied space will begin on the effective date as stipulated in writing by the COTR, and will continue until the effective date on which the cleaning is resumed.

EXAMPLE OF SPACE REDUCTION *The costs per square foot shall be determined by using the following criteria		
LINE 1	VACANT SPACE AMOUNT	3000 SF
LINE 2	NUMBER OF WORKING DAYS SPACE IS VACANT A MONTH	15

LINE 3	NUMBER OF DAYS IN MONTH	31
LINE 4	COST PER SQUARE FOOT	\$1.01 PER SF
LINE 5	MONTHLY DOLLAR REDUCTION AMOUNT	\$122.10
LINE 6	FORMULA	[LINE 1 X LINE 4 ÷ 12 MOS ÷ LINE 3] X LINE 2
LINE 7	EXAMPLE	[3000 X \$1.01 ÷ 12 ÷ 31] X 15 = \$122.10

B.6 SUPPLEMENTAL SERVICES

On an as needed basis, the requested proposal by the COTR for supplemental services must use the prices established in Supplemental Services Price Schedule (See Section B.7.6).

B.7 PRICE SCHEDULE

B.7.1 AGGREGATE GROUP 1 (Standard Services)

Base Year and Option Years - All monthly and annual fees should include both standard services and standard planned services. Monthly and annual fees should NOT include supplemental reimbursable fees. All monthly and annual fees should be based upon square footage of the facility.

B.7.1.1 Base Year

CONTRACT LINE ITEM NO. (CLIN)	ITEM DESCRIPTION	PRICE PER MONTH	QUANTITY	TOTAL PRICE
0001	DPW 1725 15 th Street Square Feet - 101725	\$ _____/month	12 months	\$
0002	DDOT 1735 15 th St., NW Square Feet - 64170	\$ _____/month	12 months	\$
0003	DDOT/TSA-Admin Offices 1338 G Street, SE Square Feet - 2550	\$ _____/month	12 months	\$
0004	DDOT/TSA-Service/Sign Offices - 1338 G St., SE Square Feet - 18818	\$ _____/month	12 months	\$
0005	DPW 1403 W St., NW Square Feet - 2000	\$ _____/month	12 months	\$
0006	DPW/Trailers 1403 W St. NW Square Feet - 7070	\$ _____/month	12 months	\$
0007	DPW/Solid Waste 1241 W St., NE Square Feet - 5030	\$ _____/month	12 months	\$
0008	DPW/Tree Division 1241 W St., N.E Square Feet - 1600	\$ _____/month	12 months	\$
0009	Grimkie Building 1923 Vermont Ave. NW Square Feet - 45576	\$ _____/month	12 months	\$

0010	Record Center 1300 Naylor Road Square Feet - 21875	\$ _____/month	12 months	\$
0011	Farragut Facility 414 Farragut St., NE Square Feet - 3556	\$ _____/month	12 months	\$
0012	Farragut Facility, Trailer 414 Farragut St. NE Square Feet - 400	\$ _____/month	12 months	\$
TOTAL – BASE YEAR				\$

B.7.1.2 Option Year 1

CONTRACT LINE ITEM NO. (CLIN)	ITEM DESCRIPTION	PRICE PER MONTH	QUANTITY	TOTAL PRICE
10001	DPW 1725 15 th Street Square Feet - 101725	\$ _____/month	12 months	\$
10002	DDOT 1735 15 th St., NW Square Feet - 64170	\$ _____/month	12 months	\$
10003	DDOT/TSA-Admin Offices 1338 G Street, SE Square Feet - 2550	\$ _____/month	12 months	\$
10004	DDOT/TSA-Service/Sign Offices - 1338 G St., SE Square Feet - 18818	\$ _____/month	12 months	\$
10005	DPW 1403 W St., NW Square Feet - 2000	\$ _____/month	12 months	\$
10006	DPW/Trailers 1403 W St. NW Square Feet - 7070	\$ _____/month	12 months	\$
10007	DPW/Solid Waste 1241 W St., NE Square Feet - 5030	\$ _____/month	12 months	\$
10008	DPW/Tree Division 1241 W St., N.E Square Feet - 1600	\$ _____/month	12 months	\$
10009	Grimkie Building 1923 Vermont Ave. NW Square Feet - 45576	\$ _____/month	12 months	\$
10010	Record Center 1300 Naylor Road Square Feet - 21875	\$ _____/month	12 months	\$
10011	Farragut Facility 414 Farragut St., NE Square Feet - 3556	\$ _____/month	12 months	\$

10012	Farragut Facility, Trailer 414 Farragut St. NE Square Feet - 400	\$ _____/month	12 months	\$
TOTAL – OPTION YEAR 1				\$

B.7.1.3 Option Year 2

CONTRACT LINE ITEM NO. (CLIN)	ITEM DESCRIPTION	PRICE PER MONTH	QUANTITY	TOTAL PRICE
20001	DPW 1725 15 th Street Square Feet - 101725	\$ _____/month	12 months	\$
20002	DDOT 1735 15 th St., NW Square Feet - 64170	\$ _____/month	12 months	\$
20003	DDOT/TSA-Admin Offices 1338 G Street, SE Square Feet - 2550	\$ _____/month	12 months	\$
20004	DDOT/TSA-Service/Sign Offices - 1338 G St., SE Square Feet - 18818	\$ _____/month	12 months	\$
20005	DPW 1403 W St., NW Square Feet - 2000	\$ _____/month	12 months	\$
20006	DPW/Trailers 1403 W St. NW Square Feet - 7070	\$ _____/month	12 months	\$
20007	DPW/Solid Waste 1241 W St., NE Square Feet - 5030	\$ _____/month	12 months	\$
20008	DPW/Tree Division 1241 W St., N.E Square Feet - 1600	\$ _____/month	12 months	\$
20009	Grimkie Building 1923 Vermont Ave. NW Square Feet - 45576	\$ _____/month	12 months	\$
20010	Record Center 1300 Naylor Road Square Feet - 21875	\$ _____/month	12 months	\$
20011	Farragut Facility 414 Farragut St., NE Square Feet - 3556	\$ _____/month	12 months	\$
20012	Farragut Facility, Trailer 414 Farragut St. NE Square Feet - 400	\$ _____/month	12 months	\$
TOTAL – OPTION YEAR 2				\$

B.7.1.4 Option Year 3

CONTRACT LINE ITEM NO. (CLIN)	ITEM DESCRIPTION	PRICE PER MONTH	QUANTITY	TOTAL PRICE
30001	DPW 1725 15 th Street Square Feet - 101725	\$ _____/month	12 months	\$
30002	DDOT 1735 15 th St., NW Square Feet - 64170	\$ _____/month	12 months	\$
30003	DDOT/TSA-Admin Offices 1338 G Street, SE Square Feet - 2550	\$ _____/month	12 months	\$
30004	DDOT/TSA-Service/Sign Offices - 1338 G St., SE Square Feet - 18818	\$ _____/month	12 months	\$
30005	DPW 1403 W St., NW Square Feet - 2000	\$ _____/month	12 months	\$
30006	DPW/Trailers 1403 W St. NW Square Feet - 7070	\$ _____/month	12 months	\$
30007	DPW/Solid Waste 1241 W St., NE Square Feet - 5030	\$ _____/month	12 months	\$
30008	DPW/Tree Division 1241 W St., N.E Square Feet - 1600	\$ _____/month	12 months	\$
30009	Grimkie Building 1923 Vermont Ave. NW Square Feet - 45576	\$ _____/month	12 months	\$
30010	Record Center 1300 Naylor Road Square Feet - 21875	\$ _____/month	12 months	\$
30011	Farragut Facility 414 Farragut St., NE Square Feet - 3556	\$ _____/month	12 months	\$
30012	Farragut Facility, Trailer 414 Farragut St. NE Square Feet - 400	\$ _____/month	12 months	\$
	TOTAL – OPTION YEAR 3			\$

B.7.1.5 Option Year 4

CONTRACT LINE ITEM NO. (CLIN)	ITEM DESCRIPTION	PRICE PER MONTH	QUANTITY	TOTAL PRICE
40001	DPW 1725 15 th Street Square Feet - 101725	\$ _____/month	12 months	\$
40002	DDOT 1735 15 th St., NW Square Feet - 64170	\$ _____/month	12 months	\$

40003	DDOT/TSA-Admin Offices 1338 G Street, SE Square Feet - 2550	\$ _____/month	12 months	\$
40004	DDOT/TSA-Service/Sign Offices - 1338 G St., SE Square Feet - 18818	\$ _____/month	12 months	\$
40005	DPW 1403 W St., NW Square Feet - 2000	\$ _____/month	12 months	\$
40006	DPW/Trailers 1403 W St. NW Square Feet - 7070	\$ _____/month	12 months	\$
40007	DPW/Solid Waste 1241 W St., NE Square Feet - 5030	\$ _____/month	12 months	\$
40008	DPW/Tree Division 1241 W St., N.E Square Feet - 1600	\$ _____/month	12 months	\$
40009	Grimkie Building 1923 Vermont Ave. NW Square Feet - 45576	\$ _____/month	12 months	\$
40010	Record Center 1300 Naylor Road Square Feet - 21875	\$ _____/month	12 months	\$
40011	Farragut Facility 414 Farragut St., NE Square Feet - 3556	\$ _____/month	12 months	\$
40012	Farragut Facility, Trailer 414 Farragut St. NE Square Feet - 400	\$ _____/month	12 months	\$
	TOTAL – OPTION YEAR 4			\$
	TOTAL 5 YEARS - AGGREGATE GROUP 1			\$

B.7.2 AGGREGATE GROUP 2 (Standard Services)

Base Year and Option Years - All monthly and annual fees should include both standard services and standard planned services. Monthly and annual fees should NOT include supplemental reimbursable fees. All monthly and annual fees should be based upon square footage of the facility.

B.7.2.1 Base Year

CONTRACT LINE ITEM NO. (CLIN)	ITEM DESCRIPTION	PRICE PER MONTH	QUANTITY	TOTAL PRICE
0013	Fire Alarm & EMS PSCC 310 & 320 McMillian Drive, NW Square Feet - 37032	\$ _____/month	12 months	\$

0014	Board of Elections/DCPS 3535 V St., NW Square Feet - 68203	\$ _____/month	12 months	\$
0015	Annex 8 280 McMillian Dr., NW Square Feet - 2818	\$ _____/month	12 months	\$
0016	300 McMillian Dr., NW Square Feet - 27105	\$ _____/month	12 months	\$
0017	DPW-Annex 9 350 McMillian Dr., NW Square Feet - 6707	\$ _____/month	12 months	\$
0018	One Judiciary Square 441 4 th Street, N.W. Square Feet - 850000	\$ _____/month	12 months	\$
0019	Eastern Market 225 7 th Street, SE Square Feet - 16500	\$ _____/month	12 months	\$
TOTAL – BASE YEAR – GROUP 2				\$

B.7.2.2 Option Year 1

CONTRACT LINE ITEM NO. (CLIN)	ITEM DESCRIPTION	PRICE PER MONTH	QUANTITY	TOTAL PRICE
10013	Fire Alarm & EMS PSCC 310 & 320 McMillian Drive, NW Square Feet - 37032	\$ _____/month	12 months	\$
10014	Board of Elections/DCPS 3535 V St., NW Square Feet - 68203	\$ _____/month	12 months	\$
10015	Annex 8 280 McMillian Dr., NW Square Feet - 2818	\$ _____/month	12 months	\$
10016	300 McMillian Dr., NW Square Feet - 27105	\$ _____/month	12 months	\$
10017	DPW-Annex 9 350 McMillian Dr., NW Square Feet - 6707	\$ _____/month	12 months	\$
10018	One Judiciary Square 441 4 th Street, N.W. Square Feet - 850000	\$ _____/month	12 months	\$
10019	Eastern Market 225 7 th Street, SE Square Feet - 16500	\$ _____/month	12 months	\$
TOTAL – OPTION YEAR 1- GROUP 2				\$

B.7.2.3 Option Year 2

CONTRACT LINE ITEM NO. (CLIN)	ITEM DESCRIPTION	PRICE PER MONTH	QUANTITY	TOTAL PRICE
20013	Fire Alarm & EMS PSCC 310 & 320 McMillian Drive, NW Square Feet - 37032	\$ _____/month	12 months	\$
20014	Board of Elections/DCPS 3535 V St., NW Square Feet - 68203	\$ _____/month	12 months	\$
20015	Annex 8 280 McMillian Dr., NW Square Feet - 2818	\$ _____/month	12 months	\$
20016	300 McMillian Dr., NW Square Feet - 27105	\$ _____/month	12 months	\$
20017	DPW-Annex 9 350 McMillian Dr., NW Square Feet - 6707	\$ _____/month	12 months	\$
20018	One Judiciary Square 441 4 th Street, N.W. Square Feet - 850000	\$ _____/month	12 months	\$
20019	Eastern Market 225 7 th Street, SE Square Feet - 16500	\$ _____/month	12 months	\$
TOTAL – OPTION YEAR 2 – GROUP 2				\$

B.7.2.4 Option Year 3

CONTRACT LINE ITEM NO. (CLIN)	ITEM DESCRIPTION	PRICE PER MONTH	QUANTITY	TOTAL PRICE
30013	Fire Alarm & EMS PSCC 310 & 320 McMillian Drive, NW Square Feet - 37032	\$ _____/month	12 months	\$
30014	Board of Elections/DCPS 3535 V St., NW Square Feet - 68203	\$ _____/month	12 months	\$
30015	Annex 8 280 McMillian Dr., NW Square Feet - 2818	\$ _____/month	12 months	\$
30016	300 McMillian Dr., NW Square Feet - 27105	\$ _____/month	12 months	\$
30017	DPW-Annex 9 350 McMillian Dr., NW Square Feet - 6707	\$ _____/month	12 months	\$

30018	One Judiciary Square 441 4 th Street, N.W. Square Feet - 850000	\$ _____/month	12 months	\$
30019	Eastern Market 225 7 th Street, SE Square Feet - 16500	\$ _____/month	12 months	\$
	TOTAL – OPTION YEAR 3 – GROUP 2			\$

B.7.2.5 Option Year 4

CONTRACT LINE ITEM NO. (CLIN)	ITEM DESCRIPTION	PRICE PER MONTH	QUANTITY	TOTAL PRICE
40013	Fire Alarm & EMS PSCC 310 & 320 McMillian Drive, NW Square Feet - 37032	\$ _____/month	12 months	\$
40014	Board of Elections/DCPS 3535 V St., NW Square Feet - 68203	\$ _____/month	12 months	\$
40015	Annex 8 280 McMillian Dr., NW Square Feet - 2818	\$ _____/month	12 months	\$
40016	300 McMillian Dr., NW Square Feet - 27105	\$ _____/month	12 months	\$
40017	DPW-Annex 9 350 McMillian Dr., NW Square Feet - 6707	\$ _____/month	12 months	\$
40018	One Judiciary Square 441 4 th Street, N.W. Square Feet - 850000	\$ _____/month	12 months	\$
40019	Eastern Market 225 7 th Street, SE Square Feet - 16500	\$ _____/month	12 months	\$
	TOTAL – OPTION YEAR 4			\$
	TOTAL 5 YEARS – AGGREGATE GROUP 2			\$

B.7.3 AGGREGATE GROUP 3 (Standard Services)

Base Year and Option Years - All monthly and annual fees should include both standard services and standard planned services. Monthly and annual fees should NOT include supplemental reimbursable fees. All monthly and annual fees should be based upon square footage of the facility.

B.7.3.1 Base Year

CONTRACT LINE ITEM NO. (CLIN)	ITEM DESCRIPTION	PRICE PER MONTH	QUANTITY	TOTAL PRICE
0020	1 st District – 101 M St., SW Square Feet - 69880	\$ _____/month	12 months	\$
0021	1 st District Sub-Station 500 E Street, SE Square Feet - 11544	\$ _____/month	12 months	\$
0022	2 nd District Headquarters 3320 Idaho Ave., NW Square Feet - 41531	\$ _____/month	12 months	\$
0023	3 rd District Headquarters 1624 V Street, NW Square Feet - 45136	\$ _____/month	12 months	\$
0024	3 rd District Sub-Station 750 Park Road, NW Square Feet - 13571	\$ _____/month	12 months	\$
0025	4 th District Headquarters 6001 Georgia Ave., NW Square Feet - 45013	\$ _____/month	12 months	\$
0026	5 th District 1805 Bladensburg Rd NE Square Feet - 41531	\$ _____/month	12 months	\$
0027	6 th District Sub-Station 2701 Penn Ave., SE Square Feet - 8919	\$ _____/month	12 months	\$
0028	6 th District 100 42 nd Street, NE Square Feet - 43790	\$ _____/month	12 months	\$
0029	7 th District 2455 Alabama Ave., SE Square Feet - 17034	\$ _____/month	12 months	\$
0030	Special Operations Division Tactical Branch 2301 L Street, NW Square Feet - 12348	\$ _____/month	12 months	\$
0031	NSID (Narcotics) 1215 3 rd Street, N.E. Square Feet - 22825	\$ _____/month	12 months	\$
0032	Youth Division 1700 Rhode Island Ave NE Square Feet - 12512	\$ _____/month	12 months	\$
0033	Fleet Service 2175 West Virginia Ave NE Square Feet - 144000	\$ _____/month	12 months	\$

0034	MPD Warehouse/Evidence Control Branch 2235 Shannon Place SE Square Feet - 39501	\$ _____/month	12 months	\$
0035	Traffic Safety & Special Enforcement Branch 501 New York Ave, NW Square Feet - 9241	\$ _____/month	12 months	\$
0036	Recorder of Deeds 515 D Street, NW Square Feet - 46085	\$ _____/month	12 months	\$
0037	Harbor 550 Water Street, SW Square Feet - 4863	\$ _____/month	12 months	\$
0038	Share Computer Center 222 Mass Ave, NW Square Feet - 22461	\$ _____/month	12 months	\$
0039	Patrol Services Bureau and School Security Branch 801 Sheperd Street, NW Square Feet - 41300	\$ _____/month	12 months	\$
0040	ERT Blue Plains Drive SW #2 DC Village Lane Bldg. 3B , SW Square Feet - 4400	\$ _____/month	12 months	\$
0041	Mobile Crime/Forensics (1) 3515-3521 V Street, NE Square Feet - 42470	\$ _____/month	12 months	\$
0042	Bundy Building 429 O Street, NW Square Feet - 47000	\$ _____/month	12 months	\$
0043	Recruiting Blue Plains #6 DC Village Lane Bldg. 1A SW Square Feet 16568	\$ _____/month	12 months	\$
0044	Henry Daly Building 300 Indiana Ave, NW Square Feet - 576554	\$ _____/month	12 months	\$
0045	Bomb Squad 4669 Blue Plains Dr., SW Square Feet - 6675	\$ _____/month	12 months	\$
0046	Heliport 1724 South Capitol St., SE Square Feet - 805	\$ _____/month	12 months	\$
0047	Impound Lot 5001 Shepard Parkway, SW Square Feet - 2400	\$ _____/month	12 months	\$
0048	K-9 Unit 4665 Blue Plains Dr., SW Square Feet - 900	\$ _____/month	12 months	\$

0049	Training Academy 4665 Blue Plains Dr., SW Square Feet - 938889	\$ _____/month	12 months	\$
0050	GLLU 1369-A Connecticut Ave. NW – Square Feet - 1150	\$ _____/month	12 months	\$
TOTAL – BASE YEAR – GROUP 3				\$

B.7.3.2 Option Year 1

CONTRACT LINE ITEM NO. (CLIN)	ITEM DESCRIPTION	PRICE PER MONTH	QUANTITY	TOTAL PRICE
10020	1 st District – 101 M St., SW Square Feet - 69880	\$ _____/month	12 months	\$
10021	1 st District Sub-Station 500 E Street, SE Square Feet - 11544	\$ _____/month	12 months	\$
10022	2 nd District Headquarters 3320 Idaho Ave., NW Square Feet - 41531	\$ _____/month	12 months	\$
10023	3 rd District Headquarters 1624 V Street, NW Square Feet - 45136	\$ _____/month	12 months	\$
10024	3 rd District Sub-Station 750 Park Road, NW Square Feet - 13571	\$ _____/month	12 months	\$
10025	4 th District Headquarters 6001 Georgia Ave., NW Square Feet - 45013	\$ _____/month	12 months	\$
10026	5 th District 1805 Bladensburg Rd NE Square Feet - 41531	\$ _____/month	12 months	\$
10027	6 th District Sub-Station 2701 Penn Ave., SE Square Feet - 8919	\$ _____/month	12 months	\$
10028	6 th District 100 42 nd Street, NE Square Feet - 43790	\$ _____/month	12 months	\$
10029	7 th District 2455 Alabama Ave., SE Square Feet - 17034	\$ _____/month	12 months	\$
10030	Special Operations Division Tactical Branch 2301 L Street, NW Square Feet - 12348	\$ _____/month	12 months	\$
10031	NSID (Narcotics) 1215 3 rd Street, N.E. Square Feet - 22825	\$ _____/month	12 months	\$

10032	Youth Division 1700 Rhode Island Ave NE Square Feet - 12512	\$ _____/month	12 months	\$
10033	Fleet Service 2175 West Virginia Ave NE Square Feet - 144000	\$ _____/month	12 months	\$
10034	MPD Warehouse/Evidence Control Branch 2235 Shannon Place SE Square Feet - 39501	\$ _____/month	12 months	\$
10035	Traffic Safety & Special Enforcement Branch 501 New York Ave, NW Square Feet - 9241	\$ _____/month	12 months	\$
10036	Recorder of Deeds 515 D Street, NW Square Feet - 46085	\$ _____/month	12 months	\$
10037	Harbor 550 Water Street, SW Square Feet - 4863	\$ _____/month	12 months	\$
10038	Share Computer Center 222 Mass Ave, NW Square Feet - 22461	\$ _____/month	12 months	\$
10039	Patrol Services Bureau and School Security Branch 801 Shepard Street, NW Square Feet - 41300	\$ _____/month	12 months	\$
10040	ERT Blue Plains Drive SW #2 DC Village Lane Bldg. 3B SW Square Feet - 4400	\$ _____/month	12 months	\$
10041	Mobile Crime/Forensics (1) 3515-3521 V Street, NE Square Feet - 42470	\$ _____/month	12 months	\$
10042	Bundy Building 429 O Street, NW Square Feet - 47000	\$ _____/month	12 months	\$
10043	Recruiting Blue Plains #6 DC Village Lane Bldg. 1A SW Square Feet 16568	\$ _____/month	12 months	\$
10044	Henry Daly Building 300 Indiana Ave, NW Square Feet - 576554	\$ _____/month	12 months	\$
10045	Bomb Squad 4669 Blue Plains Dr., SW Square Feet - 6675	\$ _____/month	12 months	\$

10046	Heliport 1724 South Capitol St., SE Square Feet - 805	\$ _____/month	12 months	\$
10047	Impound Lot 5001 Shepard Parkway, SW Square Feet - 2400	\$ _____/month	12 months	\$
10048	K-9 Unit 4665 Blue Plains Dr., SW Square Feet -900	\$ _____/month	12 months	\$
10049	Training Academy 4665 Blue Plains Dr., SW Square Feet - 938889	\$ _____/month	12 months	\$
10050	GLLU 1369-A Connecticut Ave. NW – Square Feet -1150	\$ _____/month	12 months	\$
TOTAL – OPTION YEAR 1 – GROUP 3				\$

B.7.3.3 Option Year 2

CONTRACT LINE ITEM NO. (CLIN)	ITEM DESCRIPTION	PRICE PER MONTH	QUANTITY	TOTAL PRICE
20020	1 st District – 101 M St., SW Square Feet - 69880	\$ _____/month	12 months	\$
20021	1 st District Sub-Station 500 E Street, SE Square Feet - 11544	\$ _____/month	12 months	\$
20022	2 nd District Headquarters 3320 Idaho Ave., NW Square Feet - 41531	\$ _____/month	12 months	\$
20023	3 rd District Headquarters 1624 V Street, NW Square Feet - 45136	\$ _____/month	12 months	\$
20024	3 rd District Sub-Station 750 Park Road, NW Square Feet - 13571	\$ _____/month	12 months	\$
20025	4 th District Headquarters 6001 Georgia Ave., NW Square Feet - 45013	\$ _____/month	12 months	\$
20026	5 th District 1805 Bladensburg Rd NE Square Feet - 41531	\$ _____/month	12 months	\$
20027	6 th District Sub-Station 2701 Penn Ave., SE Square Feet - 8919	\$ _____/month	12 months	\$
20028	6 th District 100 42 nd Street, NE Square Feet - 43790	\$ _____/month	12 months	\$

20029	7 th District 2455 Alabama Ave., SE Square Feet - 17034	\$ _____/month	12 months	\$
20030	Special Operations Division Tactical Branch 2301 L Street, NW Square Feet - 12348	\$ _____/month	12 months	\$
20031	NSID (Narcotics) 1215 3 rd Street, N.E. Square Feet - 22825	\$ _____/month	12 months	\$
20032	Youth Division 1700 Rhode Island Ave NE Square Feet - 12512	\$ _____/month	12 months	\$
20033	Fleet Service 2175 West Virginia Ave NE Square Feet - 144000	\$ _____/month	12 months	\$
20034	MPD Warehouse/Evidence Control Branch 2235 Shannon Place SE Square Feet - 39501	\$ _____/month	12 months	\$
20035	Traffic Safety & Special Enforcement Branch 501 New York Ave, NW Square Feet - 9241	\$ _____/month	12 months	\$
20036	Recorder of Deeds 515 D Street, NW Square Feet - 46085	\$ _____/month	12 months	\$
20037	Harbor 550 Water Street, SW Square Feet - 4863	\$ _____/month	12 months	\$
20038	Share Computer Center 222 Mass Ave, NW Square Feet - 22461	\$ _____/month	12 months	\$
20039	Patrol Services Bureau and School Security Branch 801 Sheperd Street, NW Square Feet - 41300	\$ _____/month	12 months	\$
20040	ERT Blue Plains Drive SW #2 DC Village Lane Bldg. 3B, SW Square Feet - 4400	\$ _____/month	12 months	\$
20041	Mobile Crime/Forensics (1) 3515-3521 V Street, NE Square Feet - 42470	\$ _____/month	12 months	\$
20042	Bundy Building 429 O Street, NW Square Feet - 47000	\$ _____/month	12 months	\$

20043	Recruiting Blue Plains #6 DC Village Lane Bldg. 1A SW Square Feet 16568	\$ _____/month	12 months	\$
20044	Henry Daly Building 300 Indiana Ave, NW Square Feet - 576554	\$ _____/month	12 months	\$
20045	Bomb Squad 4669 Blue Plains Dr., SW Square Feet - 6675	\$ _____/month	12 months	\$
20046	Heliport 1724 South Capitol St., SE Square Feet - 805	\$ _____/month	12 months	\$
20047	Impound Lot 5001 Shepard Parkway, SW Square Feet - 2400	\$ _____/month	12 months	\$
20048	K-9 Unit 4665 Blue Plains Dr., SW Square Feet - 900	\$ _____/month	12 months	\$
20049	Training Academy 4665 Blue Plains Dr., SW Square Feet - 938889	\$ _____/month	12 months	\$
20050	GLLU 1369-A Connecticut Ave. NW – Square Feet -1150	\$ _____/month	12 months	\$
TOTAL – OPTION YEAR 2 – GROUP 3				\$

B.7.3.4 Option Year 3

CONTRACT LINE ITEM NO. (CLIN)	ITEM DESCRIPTION	PRICE PER MONTH	QUANTITY	TOTAL PRICE
30020	1 st District – 101 M St., SW Square Feet - 69880	\$ _____/month	12 months	\$
30021	1 st District Sub-Station 500 E Street, SE Square Feet - 11544	\$ _____/month	12 months	\$
30022	2 nd District Headquarters 3320 Idaho Ave., NW Square Feet - 41531	\$ _____/month	12 months	\$
30023	3 rd District Headquarters 1624 V Street, NW Square Feet - 45136	\$ _____/month	12 months	\$
30024	3 rd District Sub-Station 750 Park Road, NW Square Feet - 13571	\$ _____/month	12 months	\$
30025	4 th District Headquarters 6001 Georgia Ave., NW Square Feet - 45013	\$ _____/month	12 months	\$

30026	5 th District 1805 Bladensburg Rd NE Square Feet - 41531	\$ _____/month	12 months	\$
30027	6 th District Sub-Station 2701 Penn Ave., SE Square Feet - 8919	\$ _____/month	12 months	\$
30028	6 th District 100 42 nd Street, NE Square Feet - 43790	\$ _____/month	12 months	\$
30029	7 th District 2455 Alabama Ave., SE Square Feet - 17034	\$ _____/month	12 months	\$
30030	Special Operations Division Tactical Branch 2301 L Street, NW Square Feet - 12348	\$ _____/month	12 months	\$
30031	NSID (Narcotics) 1215 3 rd Street, N.E. Square Feet - 22825	\$ _____/month	12 months	\$
30032	Youth Division 1700 Rhode Island Ave NE Square Feet - 12512	\$ _____/month	12 months	\$
30033	Fleet Service 2175 West Virginia Ave NE Square Feet - 144000	\$ _____/month	12 months	\$
30034	MPD Warehouse/Evidence Control Branch 2235 Shannon Place SE Square Feet - 39501	\$ _____/month	12 months	\$
30035	Traffic Safety & Special Enforcement Branch 501 New York Ave, NW Square Feet - 9241	\$ _____/month	12 months	\$
30036	Recorder of Deeds 515 D Street, NW Square Feet - 46085	\$ _____/month	12 months	\$
30037	Harbor 550 Water Street, SW Square Feet - 4863	\$ _____/month	12 months	\$
30038	Share Computer Center 222 Mass Ave, NW Square Feet - 22461	\$ _____/month	12 months	\$
30039	Patrol Services Bureau and School Security Branch 801 Shepard Street, NW Square Feet - 41300	\$ _____/month	12 months	\$

30040	ERT Blue Plains Drive SW #2 DC Village Lane Bldg. 3B, SW Square Feet - 4400	\$ _____/month	12 months	\$
30041	Mobile Crime/Forensics (1) 3515-3521 V Street, NE Square Feet - 42470	\$ _____/month	12 months	\$
30042	Bundy Building 429 O Street, NW Square Feet - 47000	\$ _____/month	12 months	\$
30043	Recruiting Blue Plains #6 DC Village Lane Bldg. 1A SW Square Feet 16568	\$ _____/month	12 months	\$
30044	Henry Daly Building 300 Indiana Ave, NW Square Feet - 576554	\$ _____/month	12 months	\$
30045	Bomb Squad 4669 Blue Plains Dr., SW Square Feet - 6675	\$ _____/month	12 months	\$
30046	Heliport 1724 South Capitol St., SE Square Feet - 805	\$ _____/month	12 months	\$
30047	Impound Lot 5001 Shepard Parkway, SW Square Feet - 2400	\$ _____/month	12 months	\$
30048	K-9 Unit 4665 Blue Plains Dr., SW Square Feet - 900	\$ _____/month	12 months	\$
30049	Training Academy 4665 Blue Plains Dr., SW Square Feet - 938889	\$ _____/month	12 months	\$
30050	GLLU 1369-A Connecticut Ave. NW – Square Feet - 1150	\$ _____/month	12 months	\$
TOTAL – OPTION YEAR 3 – GROUP 3				\$

B.7.3.5 Option Year 4

CONTRACT LINE ITEM NO. (CLIN)	ITEM DESCRIPTION	PRICE PER MONTH	QUANTITY	TOTAL PRICE
40020	1 st District – 101 M St., SW Square Feet - 69880	\$ _____/month	12 months	\$
40021	1 st District Sub-Station 500 E Street, SE Square Feet - 11544	\$ _____/month	12 months	\$
40022	2 nd District Headquarters 3320 Idaho Ave., NW Square Feet - 41531	\$ _____/month	12 months	\$

40023	3 rd District Headquarters 1624 V Street, NW Square Feet - 45136	\$ _____/month	12 months	\$
40024	3 rd District Sub-Station 750 Park Road, NW Square Feet - 13571	\$ _____/month	12 months	\$
40025	4 th District Headquarters 6001 Georgia Ave., NW Square Feet - 45013	\$ _____/month	12 months	\$
40026	5 th District 1805 Bladensburg Rd NE Square Feet - 41531	\$ _____/month	12 months	\$
40027	6 th District Sub-Station 2701 Penn Ave., SE Square Feet - 8919	\$ _____/month	12 months	\$
40028	6 th District 100 42 nd Street, NE Square Feet - 43790	\$ _____/month	12 months	\$
40029	7 th District 2455 Alabama Ave., SE Square Feet - 17034	\$ _____/month	12 months	\$
40030	Special Operations Division Tactical Branch 2301 L Street, NW Square Feet - 12348	\$ _____/month	12 months	\$
40031	NSID (Narcotics) 1215 3 rd Street, N.E. Square Feet - 22825	\$ _____/month	12 months	\$
40032	Youth Division 1700 Rhode Island Ave NE Square Feet - 12512	\$ _____/month	12 months	\$
40033	Fleet Service 2175 West Virginia Ave NE Square Feet - 144000	\$ _____/month	12 months	\$
40034	MPD Warehouse/Evidence Control Branch 2235 Shannon Place SE Square Feet - 39501	\$ _____/month	12 months	\$
40035	Traffic Safety & Special Enforcement Branch 501 New York Ave, NW Square Feet - 9241	\$ _____/month	12 months	\$
40036	Recorder of Deeds 515 D Street, NW Square Feet - 46085	\$ _____/month	12 months	\$
40037	Harbor 550 Water Street, SW Square Feet - 4863	\$ _____/month	12 months	\$

40038	Share Computer Center 222 Mass Ave, NW Square Feet - 22461	\$ _____/month	12 months	\$
40039	Patrol Services Bureau and School Security Branch 801 Sheperd Street, NW Square Feet - 41300	\$ _____/month	12 months	\$
40040	ERT Blue Plains Drive SW #2 DC Village Lane Bldg. 3B, SW Square Feet - 4400	\$ _____/month	12 months	\$
40041	Mobile Crime/Forensics (1) 3515-3521 V Street, NE Square Feet - 42470	\$ _____/month	12 months	\$
40042	Bundy Building 429 O Street, NW Square Feet - 47000	\$ _____/month	12 months	\$
40043	Recruiting Blue Plains #6 DC Village Lane Bldg. 1A SW Square Feet 16568	\$ _____/month	12 months	\$
40044	Henry Daly Building 300 Indiana Ave, NW Square Feet - 576554	\$ _____/month	12 months	\$
40045	Bomb Squad 4669 Blue Plains Dr., SW Square Feet - 6675	\$ _____/month	12 months	\$
40046	Heliport 1724 South Capitol St., SE Square Feet - 805	\$ _____/month	12 months	\$
40047	Impound Lot 5001 Shepard Parkway, SW Square Feet - 2400	\$ _____/month	12 months	\$
40048	K-9 Unit 4665 Blue Plains Dr., SW Square Feet - 900	\$ _____/month	12 months	\$
40049	Training Academy 4665 Blue Plains Dr., SW Square Feet - 938889	\$ _____/month	12 months	\$
40050	GLLU 1369-A Connecticut Ave. NW – Square Feet - 1150	\$ _____/month	12 months	\$
	TOTAL – OPTION YEAR 4			\$
	TOTAL 5 YEARS – AGGREGATE GROUP 3			\$

B.7.4 AGGREGATE GROUP 4 (Standard Services)

Base Year and Option Years - All monthly and annual fees should include both standard services and standard planned services. Monthly and annual fees should NOT include supplemental reimbursable fees. All monthly and annual fees should be based upon square footage of the facility.

B.7.4.1 Base Year

CONTRACT LINE ITEM NO. (CLIN)	ITEM DESCRIPTION	PRICE PER MONTH	QUANTITY	TOTAL PRICE
0051	DOH Medical/Surgical Clinic Capital Health Management/(DC General) 1900 Mass Ave. SE - Square Feet - 68613	\$ _____/month	12 months	\$
0052	MPD Offices/(DC General) 1900 Mass Ave. SE Square Feet - 9120	\$ _____/month	12 months	\$
0053	PSD Security Admin Offices ACC Building DC General 1900 Mass Ave., SE Square Feet - 10660	\$ _____/month	12 months	\$
0054	DRES/FMD DCG Warehouse/(DC General) 1900 Mass Ave. SE Square Feet - 36524	\$ _____/month	12 months	\$
0055	DOH Medical Records Building 6/(DC General) 1900 Mass Ave., SE Square Feet - 1210	\$ _____/month	12 months	\$
0056	DRES/FMD DCGH/Power Plant/(DC General) 1900 Mass Ave., SE Square Feet - 8381	\$ _____/month	12 months	\$
0057	DCRA/(DC General) 1900 Mass Ave., SE Square Feet - 14252	\$ _____/month	12 months	\$
0058	DC/OCME Morgue 1900 Mass Ave., SE Square Feet - 27530	\$ _____/month	12 months	\$
0059	DC Armory 2001 East Capital St. Square Feet - 315736	\$ _____/month	12 months	\$
0060	Anacostia Health Center 1328 W Street, SE Square Feet - 6300	\$ _____/month	12 months	\$

0061	DRES/FD Shops-Field Activities Division 2200 Adams Place NE Square Feet - 13531	\$ _____/month	12 months	\$
0062	DMV-Test Site 2390 South Capitol St. SW Square Feet - 775	\$ _____/month	12 months	\$
0063	DPW-Admin Office 2750 South Capitol St. SW Square Feet - 7348	\$ _____/month	12 months	\$
0064	DPW-Lot 2860 South Capitol St. SW Square Feet - 3500	\$ _____/month	12 months	\$
0065	DPW-Solid Waste Transfer Station - 3220 Benning Road NE - Square Feet - 205,632	\$ _____/month	12 months	\$
0066	SWD-TRL Office 4900 Bates Road NE Square Feet - 460	\$ _____/month	12 months	\$
0067	Transfer Station 4902 Bates Road Ne Square Feet - 61000	\$ _____/month	12 months	\$
0068	SW Health Center 850 Delaware Ave. SW Square Feet - 12000	\$ _____/month	12 months	\$
0069	ANC Office 6B 921 Penn Ave., SE Square Feet - 20000	\$ _____/month	12 months	\$
0070	DMV-Georgetown Park 3220 M Street Square Feet - 5260	\$ _____/month	12 months	\$
0071	DMV-Penn Branch Center 3220 Penn Ave., SE Square Feet - 12179	\$ _____/month	12 months	\$
0072	MPD-Penn Branch Center 3220 Penn Ave., SE Square Feet - 29635	\$ _____/month	12 months	\$
0073	DPW-Storage Shed 200 Bryant Street, NW Square Feet - 360	\$ _____/month	12 months	\$
0074	DPW - 1827 W. Virginia Ave. NE-Square Feet - 2000	\$ _____/month	12 months	\$
0075	DPW-Fleet Management Main Bldg. 1833 W. Virginia Ave. NE Square Feet - 100000	\$ _____/month	12 months	\$
0076	DPW-Fleet Maintenance 201 Bryant Street, NW Square Feet - 9000	\$ _____/month	12 months	\$

0077	Fuel Station -1 1835 W. Virginia Ave. NE Square Feet - 1000	\$ _____/month	12 months	\$
0078	Fuel Station -2 1837 W. Virginia Ave. NE Square Feet - 2000	\$ _____/month	12 months	\$
0079	Tire/Tow Shop 1827 W. Virginia Ave. NE Square Feet -73225	\$ _____/month	12 months	\$
0080	DPW - 2700 South Capitol St. - Square Feet - 4576	\$ _____/month	12 months	\$
0081	RFK Stadium Offices 2400 East Capitol St. Square Feet - 1742	\$ _____/month	12 months	\$
0082	SOD Tactical Branch DCG Campus MPD Square Feet - 9120	\$ _____/month	12 months	\$
	TOTAL - BASE YEAR - GROUP 4			\$

B.7.4.2 Option Year 1

CONTRACT LINE ITEM NO. (CLIN)	ITEM DESCRIPTION	PRICE PER MONTH	QUANTITY	TOTAL PRICE
10051	DOH Medical/Surgical Clinic Capital Health Mgmt/(DC General) 1900 Mass Ave. SE - SF - 68613	\$ _____/month	12 months	\$
10052	MPD Offices/(DC General) 1900 Mass Ave. SE Square Feet - 9120	\$ _____/month	12 months	\$
10053	PSD Security Admin Offices ACC Building DC General 1900 Mass Ave., SE Square Feet - 10660	\$ _____/month	12 months	\$
10054	DRES/FMD DCG Warehouse/(DC General) 1900 Mass Ave. SE Square Feet - 36524	\$ _____/month	12 months	\$
10055	DOH Medical Records Building 6/(DC General) 1900 Mass Ave., SE Square Feet - 1210	\$ _____/month	12 months	\$
10056	DRES/FMD DCGH/Power Plant/(DC General) 1900 Mass Ave., SE Square Feet - 8381	\$ _____/month	12 months	\$

10057	DCRA/(DC General) 1900 Mass Ave., SE Square Feet - 14252	\$ _____/month	12 months	\$
10058	DC/OCME Morgue 1900 Mass Ave., SE Square Feet - 27530	\$ _____/month	12 months	\$
10059	DC Armory 2001 East Capital St. Square Feet - 315736	\$ _____/month	12 months	\$
10060	Anacostia Health Center 1328 W Street, SE Square Feet - 6300	\$ _____/month	12 months	\$
10061	DRES/FD Shops-Field Activities Division 2200 Adams Place NE Square Feet - 13531	\$ _____/month	12 months	\$
10062	DMV-Test Site 2390 South Capitol St. SW Square Feet - 775	\$ _____/month	12 months	\$
10063	DPW-Admin Office 2750 South Capitol St. SW Square Feet - 7348	\$ _____/month	12 months	\$
10064	DPW-Lot 2860 South Capitol St. SW Square Feet - 3500	\$ _____/month	12 months	\$
10065	DPW-Solid Waste Transfer Station - 3220 Benning Road NE - Square Feet - 205,632	\$ _____/month	12 months	\$
10066	SWD-TRL Office 4900 Bates Road NE Square Feet - 460	\$ _____/month	12 months	\$
10067	Transfer Station 4902 Bates Road Ne Square Feet - 61000	\$ _____/month	12 months	\$
10068	SW Health Center 850 Delaware Ave. SW Square Feet - 12000	\$ _____/month	12 months	\$
10069	ANC Office 6B 921 Penn Ave., SE Square Feet - 20000	\$ _____/month	12 months	\$
10070	DMV-Georgetown Park 3220 M Street Square Feet - 5260	\$ _____/month	12 months	\$
10071	DMV-Penn Branch Center 3220 Penn Ave., SE Square Feet - 12179	\$ _____/month	12 months	\$
10072	MPD-Penn Branch Center 3220 Penn Ave., SE Square Feet - 29635	\$ _____/month	12 months	\$

10073	DPW-Storage Shed 200 Bryant Street, NW Square Feet – 360	\$ _____/month	12 months	\$
10074	DPW - 1827 W. Virginia Ave. NE-Square Feet – 2000	\$ _____/month	12 months	\$
10075	DPW-Fleet Management Main Bldg. 1833 W. Virginia Ave. NE Square Feet - 100000	\$ _____/month	12 months	\$
10076	DPW-Fleet Maintenance 201 Bryant Street, NW Square Feet - 9000	\$ _____/month	12 months	\$
10077	Fuel Station -1 1835 W. Virginia Ave. NE Square Feet - 1000	\$ _____/month	12 months	\$
10078	Fuel Station -2 1837 W. Virginia Ave. NE Square Feet - 2000	\$ _____/month	12 months	\$
10079	Tire/Tow Shop 1827 W. Virginia Ave. NE Square Feet -73225	\$ _____/month	12 months	\$
10080	DPW - 2700 South Capitol St. - Square Feet - 4576	\$ _____/month	12 months	\$
10081	RFK Stadium Offices 2400 East Capitol St. Square Feet – 1742	\$ _____/month	12 months	\$
10082	SOD Tactical Branch DCG Campus MPD Square Feet - 9120	\$ _____/month	12 months	\$
	TOTAL – OPTION YEAR 1- GROUP 4			\$

B.7.4.3 Option Year 2

CONTRACT LINE ITEM NO. (CLIN)	ITEM DESCRIPTION	PRICE PER MONTH	QUANTITY	TOTAL PRICE
20051	DOH Medical/Surgical Clinic Capital Health Management/(DC General) 1900 Mass Ave. SE - Square Feet - 68613	\$ _____/month	12 months	\$
20052	MPD Offices/(DC General) 1900 Mass Ave. SE Square Feet - 9120	\$ _____/month	12 months	\$

20053	PSD Security Admin Offices ACC Building DC General 1900 Mass Ave., SE Square Feet - 10660	\$ _____/month	12 months	\$
20054	DRES/FMD DCG Warehouse/(DC General) 1900 Mass Ave. SE Square Feet - 36524	\$ _____/month	12 months	\$
20055	DOH Medical Records Building 6/(DC General) 1900 Mass Ave., SE Square Feet - 1210	\$ _____/month	12 months	\$
20056	DRES/FMD DCGH/Power Plant/(DC General) 1900 Mass Ave., SE Square Feet - 8381	\$ _____/month	12 months	\$
20057	DCRA/(DC General) 1900 Mass Ave., SE Square Feet - 14252	\$ _____/month	12 months	\$
20058	DC/OCME Morgue 1900 Mass Ave., SE Square Feet - 27530	\$ _____/month	12 months	\$
20059	DC Armory 2001 East Capital St. Square Feet - 315736	\$ _____/month	12 months	\$
20060	Anacostia Health Center 1328 W Street, SE Square Feet - 6300	\$ _____/month	12 months	\$
20061	DRES/FD Shops-Field Activities Division 2200 Adams Place NE Square Feet - 13531	\$ _____/month	12 months	\$
20062	DMV-Test Site 2390 South Capitol St. SW Square Feet - 775	\$ _____/month	12 months	\$
20063	DPW-Admin Office 2750 South Capitol St. SW Square Feet - 7348	\$ _____/month	12 months	\$
20064	DPW-Lot 2860 South Capitol St. SW Square Feet - 3500	\$ _____/month	12 months	\$
20065	DPW-Solid Waste Transfer Station - 3220 Benning Road NE - Square Feet - 205,632	\$ _____/month	12 months	\$
20066	SWD-TRL Office 4900 Bates Road NE Square Feet - 460	\$ _____/month	12 months	\$

20067	Transfer Station 4902 Bates Road Ne Square Feet – 61000	\$ _____/month	12 months	\$
20068	SW Health Center 850 Delaware Ave. SW Square Feet – 12000	\$ _____/month	12 months	\$
20069	ANC Office 6B 921 Penn Ave., SE Square Feet – 20000	\$ _____/month	12 months	\$
20070	DMV-Georgetown Park 3220 M Street Square Feet – 5260	\$ _____/month	12 months	\$
20071	DMV-Penn Branch Center 3220 Penn Ave., SE Square Feet - 12179	\$ _____/month	12 months	\$
20072	MPD-Penn Branch Center 3220 Penn Ave., SE Square Feet – 29635	\$ _____/month	12 months	\$
20073	DPW-Storage Shed 200 Bryant Street, NW Square Feet – 360	\$ _____/month	12 months	\$
20074	DPW - 1827 W. Virginia Ave. NE-Square Feet – 2000	\$ _____/month	12 months	\$
20075	DPW-Fleet Management Main Bldg. 1833 W. Virginia Ave. NE Square Feet - 100000	\$ _____/month	12 months	\$
20076	DPW-Fleet Maintenance 201 Bryant Street, NW Square Feet - 9000	\$ _____/month	12 months	\$
20077	Fuel Station -1 1835 W. Virginia Ave. NE Square Feet - 1000	\$ _____/month	12 months	\$
20078	Fuel Station -2 1837 W. Virginia Ave. NE Square Feet - 2000	\$ _____/month	12 months	\$
20079	Tire/Tow Shop 1827 W. Virginia Ave. NE Square Feet -73225	\$ _____/month	12 months	\$
20080	DPW - 2700 South Capitol St. - Square Feet - 4576	\$ _____/month	12 months	\$
20081	RFK Stadium Offices 2400 East Capitol St. Square Feet – 1742	\$ _____/month	12 months	\$
20082	SOD Tactical Branch DCG Campus MPD Square Feet - 9120	\$ _____/month	12 months	\$
	TOTAL – OPTION YEAR 2 – GROUP 4			\$

B.7.4.4 Option Year 3

CONTRACT LINE ITEM NO. (CLIN)	ITEM DESCRIPTION	PRICE PER MONTH	QUANTITY	TOTAL PRICE
30051	DOH Medical/Surgical Clinic Capital Health Management/(DC General) 1900 Mass Ave. SE - Square Feet - 68613	\$ _____/month	12 months	\$
30052	MPD Offices/(DC General) 1900 Mass Ave. SE Square Feet - 9120	\$ _____/month	12 months	\$
30053	PSD Security Admin Offices ACC Building DC General 1900 Mass Ave., SE Square Feet - 10660	\$ _____/month	12 months	\$
30054	DRES/FMD DCG Warehouse/(DC General) 1900 Mass Ave. SE Square Feet - 36524	\$ _____/month	12 months	\$
30055	DOH Medical Records Building 6/(DC General) 1900 Mass Ave., SE Square Feet - 1210	\$ _____/month	12 months	\$
30056	DRES/FMD DCGH/Power Plant/(DC General) 1900 Mass Ave., SE Square Feet - 8381	\$ _____/month	12 months	\$
30057	DCRA/(DC General) 1900 Mass Ave., SE Square Feet - 14252	\$ _____/month	12 months	\$
30058	DC/OCME Morgue 1900 Mass Ave., SE Square Feet - 27530	\$ _____/month	12 months	\$
30059	DC Armory 2001 East Capital St. Square Feet - 315736	\$ _____/month	12 months	\$
30060	Anacostia Health Center 1328 W Street, SE Square Feet - 6300	\$ _____/month	12 months	\$
30061	DRES/FD Shops-Field Activities Division 2200 Adams Place NE Square Feet - 13531	\$ _____/month	12 months	\$
30062	DMV-Test Site 2390 South Capitol St. SW Square Feet - 775	\$ _____/month	12 months	\$

30063	DPW-Admin Office 2750 South Capitol St. SW Square Feet – 7348	\$ _____/month	12 months	\$
30064	DPW-Lot 2860 South Capitol St. SW Square Feet – 3500	\$ _____/month	12 months	\$
30065	DPW-Solid Waste Transfer Station - 3220 Benning Road NE - Square Feet – 205,632	\$ _____/month	12 months	\$
30066	SWD-TRL Office 4900 Bates Road NE Square Feet – 460	\$ _____/month	12 months	\$
30067	Transfer Station 4902 Bates Road NE Square Feet – 61000	\$ _____/month	12 months	\$
30068	SW Health Center 850 Delaware Ave. SW Square Feet – 12000	\$ _____/month	12 months	\$
30069	ANC Office 6B 921 Penn Ave., SE Square Feet – 20000	\$ _____/month	12 months	\$
30070	DMV-Georgetown Park 3220 M Street Square Feet – 5260	\$ _____/month	12 months	\$
30071	DMV-Penn Branch Center 3220 Penn Ave., SE Square Feet - 12179	\$ _____/month	12 months	\$
30072	MPD-Penn Branch Center 3220 Penn Ave., SE Square Feet – 29635	\$ _____/month	12 months	\$
30073	DPW-Storage Shed 200 Bryant Street, NW Square Feet – 360	\$ _____/month	12 months	\$
30074	DPW - 1827 W. Virginia Ave. NE-Square Feet – 2000	\$ _____/month	12 months	\$
30075	DPW-Fleet Management Main Bldg. 1833 W. Virginia Ave. NE Square Feet - 100000	\$ _____/month	12 months	\$
30076	DPW-Fleet Maintenance 201 Bryant Street, NW Square Feet - 9000	\$ _____/month	12 months	\$
30077	Fuel Station -1 1835 W. Virginia Ave. NE Square Feet - 1000	\$ _____/month	12 months	\$
30078	Fuel Station -2 1837 W. Virginia Ave. NE Square Feet - 2000	\$ _____/month	12 months	\$

30079	Tire/Tow Shop 1827 W. Virginia Ave. NE Square Feet -73225	\$ _____/month	12 months	\$
30080	DPW - 2700 South Capitol St. - Square Feet - 4576	\$ _____/month	12 months	\$
30081	RFK Stadium Offices 2400 East Capitol St. Square Feet – 1742	\$ _____/month	12 months	\$
30082	SOD Tactical Branch DCG Campus MPD Square Feet - 9120	\$ _____/month	12 months	\$
TOTAL – OPTION YEAR 3 – GROUP 4				\$

B.7.4.5 Option Year 4

CONTRACT LINE ITEM NO. (CLIN)	ITEM DESCRIPTION	PRICE PER MONTH	QUANTITY	TOTAL PRICE
40051	DOH Medical/Surgical Clinic Capital Health Management/(DC General) 1900 Mass Ave. SE - Square Feet - 68613	\$ _____/month	12 months	\$
40052	MPD Offices/(DC General) 1900 Mass Ave. SE Square Feet - 9120	\$ _____/month	12 months	\$
40053	PSD Security Admin Offices ACC Building DC General 1900 Mass Ave., SE Square Feet - 10660	\$ _____/month	12 months	\$
40054	DRES/FMD DCG Warehouse/(DC General) 1900 Mass Ave. SE Square Feet - 36524	\$ _____/month	12 months	\$
40055	DOH Medical Records Building 6/(DC General) 1900 Mass Ave., SE Square Feet - 1210	\$ _____/month	12 months	\$
40056	DRES/FMD DCGH/Power Plant/(DC General) 1900 Mass Ave., SE Square Feet - 8381	\$ _____/month	12 months	\$
40057	DCRA/(DC General) 1900 Mass Ave., SE Square Feet - 14252	\$ _____/month	12 months	\$
40058	DC/OCME Morgue 1900 Mass Ave., SE Square Feet - 27530	\$ _____/month	12 months	\$

40059	DC Armory 2001 East Capital St. Square Feet - 315736	\$ _____/month	12 months	\$
40060	Anacostia Health Center 1328 W Street, SE Square Feet - 6300	\$ _____/month	12 months	\$
40061	DRES/FD Shops-Field Activities Division 2200 Adams Place NE Square Feet - 13531	\$ _____/month	12 months	\$
40062	DMV-Test Site 2390 South Capitol St. SW Square Feet - 775	\$ _____/month	12 months	\$
40063	DPW-Admin Office 2750 South Capitol St. SW Square Feet - 7348	\$ _____/month	12 months	\$
40064	DPW-Lot 2860 South Capitol St. SW Square Feet - 3500	\$ _____/month	12 months	\$
40065	DPW-Solid Waste Transfer Station - 3220 Benning Road NE - Square Feet - 205,632	\$ _____/month	12 months	\$
40066	SWD-TRL Office 4900 Bates Road NE Square Feet - 460	\$ _____/month	12 months	\$
40067	Transfer Station 4902 Bates Road Ne Square Feet - 61000	\$ _____/month	12 months	\$
40068	SW Health Center 850 Delaware Ave. SW Square Feet - 12000	\$ _____/month	12 months	\$
40069	ANC Office 6B 921 Penn Ave., SE Square Feet - 20000	\$ _____/month	12 months	\$
40070	DMV-Georgetown Park 3220 M Street Square Feet - 5260	\$ _____/month	12 months	\$
40071	DMV-Penn Branch Center 3220 Penn Ave., SE Square Feet - 12179	\$ _____/month	12 months	\$
40072	MPD-Penn Branch Center 3220 Penn Ave., SE Square Feet - 29635	\$ _____/month	12 months	\$
40073	DPW-Storage Shed 200 Bryant Street, NW Square Feet - 360	\$ _____/month	12 months	\$
40074	DPW - 1827 W. Virginia Ave. NE-Square Feet - 2000	\$ _____/month	12 months	\$

40075	DPW-Fleet Management Main Bldg. 1833 W. Virginia Ave. NE Square Feet - 100000	\$ _____/month	12 months	\$
40076	DPW-Fleet Maintenance 201 Bryant Street, NW Square Feet - 9000	\$ _____/month	12 months	\$
40077	Fuel Station -1 1835 W. Virginia Ave. NE Square Feet - 1000	\$ _____/month	12 months	\$
40078	Fuel Station -2 1837 W. Virginia Ave. NE Square Feet - 2000	\$ _____/month	12 months	\$
40079	Tire/Tow Shop 1827 W. Virginia Ave. NE Square Feet -73225	\$ _____/month	12 months	\$
40080	DPW - 2700 South Capitol St. - Square Feet - 4576	\$ _____/month	12 months	\$
40081	RFK Stadium Offices 2400 East Capitol St. Square Feet – 1742	\$ _____/month	12 months	\$
40082	SOD Tactical Branch DCG Campus MPD Square Feet - 9120	\$ _____/month	12 months	\$
	TOTAL – OPTION YEAR 4			\$
	TOTAL 5 YEARS – AGGREGATE GROUP 4			\$

B.7.5 AGGREGATE GROUP 5 (Standard Services) (DYRS)

B.7.5.1 Base Year

CONTRACT LINE ITEM NO. (CLIN)	ITEM DESCRIPTION	PRICE PER MONTH	QUANTITY	TOTAL PRICE
0083	New Beginnings Youth Development Center (NBYDC) 8400 River Road Laurel, MD. Square Feet - 100,576	\$ _____/month	12 months	\$
0084	Youth Services Center 1000 Mt. Olivet Road, N.E. Square Feet – 105,000	\$ _____/month	12 months	\$
	TOTAL – BASE YEAR – GROUP 5			\$

B.7.5.2 Option Year 1

CONTRACT LINE ITEM NO. (CLIN)	ITEM DESCRIPTION	PRICE PER MONTH	QUANTITY	TOTAL PRICE
10083	New Beginnings Youth Development Center (NBYDC) 8400 River Road Laurel, MD. Square Feet - 100,576	\$ _____/month	12 months	\$
10084	Youth Services Center 1000 Mt. Olivet Road, N.E. Square Feet – 105,000	\$ _____/month	12 months	\$
TOTAL – OPTION YEAR 1 – GROUP 5				\$

B.7.5.3 Option Year 2

CONTRACT LINE ITEM NO. (CLIN)	ITEM DESCRIPTION	PRICE PER MONTH	QUANTITY	TOTAL PRICE
20083	New Beginnings Youth Development Center (NBYDC) 8400 River Road Laurel, MD. Square Feet - 100,576	\$ _____/month	12 months	\$
20084	Youth Services Center 1000 Mt. Olivet Road, N.E. Square Feet – 105,000	\$ _____/month	12 months	\$
TOTAL – OPTION YEAR 2 – GROUP 5				\$

B.7.5.4 Option Year 3

CONTRACT LINE ITEM NO. (CLIN)	ITEM DESCRIPTION	PRICE PER MONTH	QUANTITY	TOTAL PRICE
30083	New Beginnings Youth Development Center (NBYDC) 8400 River Road Laurel, MD. Square Feet - 100,576	\$ _____/month	12 months	\$

30084	Youth Services Center 1000 Mt. Olivet Road, N.E. Square Feet – 105,000	\$ _____/month	12 months	\$
TOTAL – OPTION YEAR 3 – GROUP 5				\$

B.7.5.5 Option Year 4

CONTRACT LINE ITEM NO. (CLIN)	ITEM DESCRIPTION	PRICE PER MONTH	QUANTITY	TOTAL PRICE
40083	New Beginnings Youth Development Center (NBYDC) 8400 River Road Laurel, MD. Square Feet - 100,576	\$ _____/month	12 months	\$
40084	Youth Services Center 1000 Mt. Olivet Road, N.E. Square Feet – 105,000	\$ _____/month	12 months	\$
TOTAL – OPTION YEAR 4				\$
TOTAL 5 YEARS – AGGREGATE GROUP 5				

B.7.6 SUPPLEMENTAL SERVICES (See C.5.7)
(Shall not exceed a \$100,000.00 per year)

CONTRACT LINE ITEM NO. (CLIN)	SERVICE	ESTIMATED QUANTITY	BASE YEAR	OPTION YEAR 1	OPTION YEAR 2	OPTION YEAR 3	OPTION YEAR 4
0085	Interior and Exterior Refrigerator Cleaning	10 each (Per Refrigerator)					
0086	Holding Cell Pressure Washing	50,000 SF (Per square Foot)					
0087	Stripping, Waxing, and Finishing Services	50,000 SF (Per square foot)					
0088	High Traffic Area - Buffing	50,000 SF (Per square foot)					
0089	Low Traffic Area - Buffing	50,000 SF (Per square foot)					
0090	Interior-	50 each					

	Window Cleaning	(Per Window)					
0091	Interior Blind and Window Cover Washing	50 each (Per Window)					
0092	Exterior Window Cleaning	50 each (Per Window)					
0093	Carpet Shampoo and Extraction Cleaning	50,000 SF (Per square foot)					
0094	Exterior Loading Dock Areas Pressure Washing	50,000 SF (Per square foot)					
0095	Detail Vacuuming	50,000 SF (Per square foot)					
0096	High Dusting	12 months (Per Hour)					
0097	Porter Rate	12 months (Per Hour)					

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 for District owned and leased facilities.

The purpose of this procurement is to provide janitorial and related supplemental services for the effective and timely accomplishment of basic and related supplemental services contract requirements. 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.

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/list of codes and standards.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 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 DEFINITIONS

C.3.1 Acceptance

“Acceptance” constitutes acknowledgment that the supplies or services conform to applicable contract quality and quantity requirements.

C.3.2 Approval

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

C.3.3 Annually

Services to be performed one (1) time per calendar year.

C.3.4 Bi-Annually

Services to be performed two (2) times per calendar year, preferably six months apart.

C.3.5 Bi-Weekly

Services to be performed twice (2) a month, or every other Friday.

C.3.6 Building Manager and Building Manager Specialist (BM and BMS)

Plans, directs, and coordinates staff and contractors in the activities concerned with the operation, repair, servicing, and maintenance of facilities to minimize interruption and improve efficiency. Assigns workers to duties such as maintenance, repair, or renovation and directs contracted projects to ensure adherence to specifications. Will advise and coordinate with the Contractor regarding access to the space, storage, contractor work badges, general work-requests, hours of operation for the offices, and general janitorial tenant needs. Will assist in the evaluation of the Contractor’s services. Will review any above standard supplemental work needs and quotes.

C.3.7 Building

A reference to "facility" and "site" is interchangeable with "building". A man made structure used or intended for supporting or sheltering any use or continuous occupancy.

C.3.8 Clean/Cleanliness Quality – A like new appearance, specifically:

C.3.8.1 The absence of little or undesirable debris that can be eliminated by appropriate monitoring techniques.

C.3.8.2 The absence of unbounded dust buildup on any surface of any items subject to Appropriate dusting techniques.

- C.3.8.3** The complete, comprehensive and thorough cleaning of any item subject to cleaning including corners, inside, outside, top, bottom, under and over all surfaces.
- C.3.8.4** The absence of any surface marks including finger prints, spills or other undesirable bonded surface residue that can be eliminated by appropriate damp or wet cleaning techniques.
- C.3.8.5** The absence of any soil, wax or other undesirable bonded build-up, which can be eliminated by appropriate heavy-duty cleaning.
- C.3.8.6** The presence of appropriate surface gloss, protection or reflective capacity in line with a like new or appropriate gloss levels.
- C.3.8.7** The absence of minor spots, marks or other limited surface soil that can be eliminated by appropriate spot cleaning techniques.
- C.3.8.8** The absence of dust, lint and other in-fiber accumulation in fabric and carpeted Areas that can be eliminated by appropriate vacuum cleaning techniques.
- C.3.8.9** A surface will be considered clean if: The contractor demonstrates to the satisfaction of the District that any visible dirt, dust, foreign matter, film grimes, stains fingerprints, streaks, spots, blemishes, and/or chemical residues which remain on the surface after cleaning **Cannot** be removed without permanently damaging the underlying surface.
- C.3.9 Cleaning Services** - refers to the cleaning service requirements in the contract. They include the following three categories of routine janitorial services, periodic janitorial services and related supplemental work:
- C.3.10 Comprehensive Janitorial Services** – cleaning services that include the routine, periodic and supplemental periodic cleaning.
- C.3.11 Contractor**
The term Contractor refers to the individual, firm, partnership, company, or corporation providing the services and directly contracting with the District Government as the prime Contractor in the performance of the work described herein.
- C.3.12 Correction**
The elimination of a defect.
- C.3.13 Custodial**
A reference to "custodial" is interchangeable with "janitorial". Custodial and related services can include, but is not limited to, window washing, trash removal, recycling, landscaping, and maintaining a building or area.

C.3.14 Custodian

An individual who performs housekeeping and janitorial tasks.

C.3.15 Daily

Services to be performed, at a minimum, of one (1) time per day.

C.3.16 Defective Service

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

C.3.17 Deficiency

Any part of a proposal from a contractor or any work performed by a contractor that fails to satisfy the District requirements.

C.3.18 Direct Cost

All costs incurred in the actual performance / execution of services.

C.3.19 Dirt

Earth or soil.

C.3.20 District

Government of the District of Columbia.

C.3.21 District-furnished Property

Property in the possession of or directly acquired by the District and subsequently made available to the contractor to use in the performance of the contract.

C.3.22 District Quality Assurance

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

C.3.23 Environmentally Preferable

Products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, products and chemicals, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service.

C.3.25 Exterior

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

C.3.25 Floor Surfaces and Their Care

- C.3.25.1 Asphalt Tile** – Asphalt tile is a mixture of asbestos fibers, pigments and invert fillers bound together with an asphalt or resin binder. Ingredients are mixed, heated, and then rolled out in sheets and cut to size. The colors of asphalt tile are divided into four groupings, A, B, C, and D with “A” as the darkest and “D” as the lightest; A and B usually contain asphalt binders, and C and D resin binders. Asphalt tile is also furnished in a grade designated as greaseproof. Oils and solvents should be avoided on all types.
- C.3.25.2 Ceramic Tile** – Ceramic tile is a mixture of clay and water that has been shaped and then fired in a kiln at high temperature. Clay is basically aluminum. There are a great many different types of tile due to various coloring processes and methods of firing and special manufacturing techniques. The surface is different from the tile body, unglazed tiles are alike throughout; the tiles are set in cement to form the floor. Harsh cleaners that may eat away the concrete grout surrounding the tile should be avoided.
- C.3.25.3 Concrete** – is a mixture of Portland cement with sand, gravel and water that are poured and set as a solid mass. Due to chemical reaction of the cement, it should be sealed to prevent dusting. Use of harsh cleansers and acids should be avoided.
- C.3.25.4 Cork** – Ground cork bark is molded and compressed into natural resins in the corks, or added resins serve to bind the mass together when heat cured under hydraulic pressure. Different shades of color are obtained by varying the baking temperatures. Cork is available in tile or sheet form. It may or may not be waxed or otherwise finished at the factory. It is easily damaged by the use of water.
- C.3.25.5 Gym Floor System** – With proper initial preparation, a wood gym floor can be maintained in a bright attractive condition with a minimum amount of care, in many cases, with less care than some other types of flooring. The gym finish penetrates the wood and leaves an armor-like surface that resists scuffs, rubber marking, and wear and tear of street shoes. To maintain the gym floor, sweep or dust mop daily. When necessary, use a damp mop to pick up dust. If gym floor is in need of reconditioning, notify the Building Supervisor to submit a work order.
- C.3.25.6 Linoleum** – Linoleum is a mixture of ground cork, wood floor, resins, color pigment and oxidized linseed oil or combination for drying oils, all are mixed together, rolled out and compressed onto asphalt, saturated felt, burp, jute or other backing. Heat is applied to the mixture during compression, which fuses and sets the oils and resins to form a strong binding agent. This is heat cured to form the finished product; oils and solvents should also be avoided being used on this type of floor.

- C.3.25.7 Marble** – Marble is essentially calcium carbonate that has been changed by nature through pressure, heat and water into crystalline form. The beautiful colors in marble are due to impurities. Marble is easily damaged by acids.
- C.3.25.8 Poured Floors** – Synthetic resins are used to produce poured in place, seamless floors with urethane and epoxy types being the most popular. The flooring is built up of a number of coats of resins over a clear plastic primer. Plastic chips are often spread onto the coatings for a decorative effect. The floor air-cures hard enough for foot traffic in up to five days. All oils and solvents should be avoided at all times.
- C.3.25.9 Rubber** – Rubber is a mixture of rubber-natural synthetic and/or reclaimed with invert fillers and color pigments. The raw materials are mixed, heated and rolled out under pressure. The strips of rubber are then cut to size. Rubber flooring varies widely in form and properties and is available in tiles and sheets and with many degrees of hardness and flexibility. It is subject to deterioration from oils and solvents.
- C.3.25.10 Terrazzo** – Terrazzo is a polished surface floor consisting of a marble or granite chips mixed with a Portland cement mixture. The mixture is troweled onto the floor, leveled out and allowed to cure for a period of five or six days. The surface is then ground with an abrasive stone grinder and polished. Avoid the use of harsh acids and alkaline.
- C.3.25.11 Vinyl** – Vinyl resins are used as the building agency and may be anyone of the following general classifications: (A) vinyl asbestos tile composed of asbestos fibers and color pigments with vinyl resin used as the binder. It is somewhat more flexible, resilient, and stain resistant than asphalt tile. (B) Homogeneous flexible vinyl tile is somewhat comparable to rubber tile. It does not have as much filler and less invert pigment. Some flexible vinyl is laminated to a backing material such as cork or coarser vinyl flooring. (C) Colendered vinyl flooring is somewhat comparable to conventional inlaid linoleum, except that the oxidized drying oils are replaced by a vinyl resin and plasterized. It is available either in tile or yard goods form.
- C.3.25.12 Wood** – Including gym floors, the wood floors in common use may be either soft wood or hard woods, in a variety of widths, thicknesses and designs, and they may be either open grain or closed grain. Strip flooring is generally nailed to a wooden sub-floor; parquet flooring is generally laid in mastic on top of the on top of the sub-floor. Unless the floor is properly sealed, water will raise the grain and roughen the surface. Use of water for cleaning is not generally recommended, unless used sparingly. Avoid strong cleaners.

C.3.26 Green Cleaning

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

C.3.27 Hard and Resilient Flooring

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

C.3.28 Hazardous Materials

Any waste, substances, radiation or materials (whether solids, liquids or gases) that are:

C.3.28.1 hazardous, toxic, infectious, explosive, radioactive, carcinogenic or mutagenic:

C.3.28.2 now or become defined as pollutants, contaminants, hazardous wastes or substances, radioactive materials, solid waste or other similar designations in or otherwise subject to District and Federal regulations;

C.3.28.3 present on the premises and can cause or threaten to cause, a nuisance pursuant to applicable statutory or common law upon the premises, facilities or properties;

C.3.28.4 polychlorinated biphenyl's (PCB's), asbestos, lead-based paint, urea, formaldehyde, foam insulation, petroleum and petroleum products including gasoline, crude oil etc., that pose a hazard to human health, safety, natural resources, industrial hygiene, the environment or an impediment to working conditions.

C.3.29 Holidays

Holidays observed by the District of Columbia Government.

C.3.30 Inspection

Examining and testing contractor performance of services by the District to determine whether they conform to contract requirements.

C.3.31 Laurel, Maryland Campus: New Beginnings Youth Development Center is comprised of five buildings, located at 8400 River Rd. The Laurel campus includes the following buildings:

C.3.31.1 Central Administration Building

C.3.31.2 Gym/Warehouse

C.3.31.3 Detention Facility/Residential Unit A

C.3.31.4 Detention Facility/Residential Unit B

C.3.31.5 Detention Facility Residential Unit C

C.3.32 MSDS

Material Safety Data Sheets list the hazardous materials that are not allowed to be used by the Contractor in the execution of the requirements of the Statement of Work.

C.3.33 Monthly

Services to be performed one (1) time per month.

C.3.34 Modification

Modification is a bilateral or unilateral change in the terms of a contract.

C.3.35 Periodic Cleaning

Cleaning tasks to be performed at the Department of Youth Rehabilitation Services, Laurel Maryland Campus on a periodic, scheduled basis. Periodic for this contract means on a quarterly basis. The District will prescribe the cleaning standard that the contract is required to meet.

C.3.36 Policing

The constant monitoring and maintenance of common and specially identified areas (interior and exterior) for trash, debris, dust, spills, etc. Policing shall be conducted continuously throughout the day at periodic intervals, of no more than three (3) hours apart, so as to maintain a clean and safe environment.

C.3.37 Product Preference

Products that are identified as "environmentally preferable", and bio-based will be selected over those which do not carry such designations. The following factors to consider when selecting products include: environmental performance, cost performance, bio-based, recycled content, biodegradability, technical performance, and availability.

C.3.38 Quality Assurance (QA)

Ways by which Contractor assures the District that quality services are/will be provided to satisfy the requirements of the contract.

C.3.39 Quality Assurance Review Plan (QARP)

The District's review method of monitoring and evaluating the Contractor's performance under a Performance Based Statement of Work (PBSOW) to ensure services meet contract requirements. See Attachment J.15 for further details.

C.3.40 Quality Control Program (QCP)

The Quality Control Program or Plan is a system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable. Preparation of this document is the responsibility of the Contractor and should provide commentary on the continuous actions used by the Contractor to maintain employee performance so that the contract requirements are consistently met. This plan should include reports, records, and logs that contain information relative to the janitorial service of each building such as, but not limited to: service call logs, sign-in sheets, sign-out sheets, training reports, check-lists, service schedules, equipment recommendations, green product preferences, green cleaning plan, supply delivery schedule, strike contingency plan, exposure control plan, and pandemic plan, and etc. This information must be maintained in an automated data system such as Microsoft Word and/or

Microsoft Excel spread sheet format. The QCP shall be prepared by the Contractor and provided to the CO and COR as part of the offer package for review and acceptance by the District. The Contractor is not authorized to start work until the QCP is accepted and the proper security clearances obtained. Refer to Section H of the solicitation, in regard to proper security clearance requirements. The QCP is a living document and may be subject to change depending on the needs of the contract. When the QCP is revised the Contractor is required to provide an updated QCP, maintenance schedule and listing of current employees to the CO and COTR for acceptance.

C.3.41 Recyclables

Certain types of disposable waste, such as bottles, cans and newspapers that recover valuable resources and reduce the “waste stream” of trash and garbage going into landfills.

C.3.42 Related Supplemental Services

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

C.3.42.1 Supplemental Periodic Services – janitorial related work which the Contractor will be requested to perform on a periodic basis.

C.3.42.2 Supplemental Optional Services –janitorial related work which the Contractor may or may not be asked to perform. The District reserves the right to acquire the optional supplemental services from sources other than the Contractor when it is considered in the best interest of the District to do so, price and other factors considered.

C.3.42.3 Response Time – The time allowed the Contractor by the District after initial notification to the Contractor by the Contracting Officer (or the Contracting Officer’s Technical Representative) of a work requirement to be physically on the premises at the work site, with appropriate tools, equipment and materials, ready to perform the required work. A 10-day mobilization is allowed.

C.3.43 Routine Cleaning

Standard cleaning tasks to be performed at the Department of Youth Rehabilitation Services, Laurel, Maryland Campus on a routine, scheduled basis. Routine for this contract means on a daily or monthly cleaning basis. The District will prescribe the cleaning standard that the contract is required to meet.

C.3.44 Service Calls

Service calls are considered standard service requirements, such as nonrecurring requests for emptying of trash and recycling bins, spills, replenishing restroom supplies, spot vacuuming, spot exterior litter removal, and etc reported by building occupants, CO, BM, BMS, and/or COTR.

- C.3.44.1 Service Call Type:** Time starts when a service call is initially submitted to the Contractor during occupant work hours.
- C.3.44.2 Routine Service Calls:** Routine calls are service calls during Occupant Work Hours, which are not considered urgent or emergency service calls.
- C.3.44.3 Urgent Calls:** Service calls during Occupant Work Hours, which interrupt or otherwise adversely impact the District, or building occupant operations.
- C.3.44.4 After Hours Emergency Calls:** Those service calls that consist of correcting failures which constitute an immediate danger to personnel or property as determined by the COTR, BM and/or BMS. Response time for After Hours Emergency Calls at other than “Occupant Work Hours” shall not exceed two (2) hours.

C.3.45 Standard Planned Services Schedule

Standard all requirements are defined by specified performance outcomes, except for the following services, that shall be performed per a required service schedule. See the Attachment J.11 “Standard Planned Services Schedule” for details regarding scheduling for stripping and finishing, pressure washing, carpet cleaning and etc.

C.3.46 Specialized Standard Services

Specialized services are standard services specific only to gyms, child care centers, labs, morgues, hospitals, and health care centers and are included in some, but not all contract facilities.

C.3.47 Standard Services

A standard service is defined as all services that are included in the monthly price or as defined in the Contract document and will include all planned and scheduled services. Prices are to include all applicable labor, materials, supplies, equipment (except as otherwise provided), supervision, and management.

C.3.48 Supplemental Services

Supplemental Services are services that are above standard, and are not covered in the monthly price of the contract. Contractor prices include all applicable labor, materials, supplies, equipment (except as otherwise provided), supervision, and management. Supplemental Reimbursable Services are requested by and performed for the convenience of occupant agencies that are not required under “standard services” or “standard planned services”.

C.3.49 Weekly

Services to be performed one (1) time per week.

C.4 BACKGROUND

- C.4.1** The DRES Facilities Division (FD) is the lead agency in the District and is responsible for the management, care and operation of District real property assets. The FD provides management, maintenance, engineering, and janitorial services for over three hundred

(300) owned and leased properties. These properties include office buildings, warehouses, residential facilities, and vacant schools and properties.

C.4.2 The Department of Youth Rehabilitation Services (DYRS) serves male and female youth between the ages of 12 and 21 who have been remanded to its custody by the D.C. Superior Court. The youth served by DYRS have been court ordered to the temporary custody or made wards of the District. The mission of DYRS is to administer juvenile justice services through a balanced approach involving youth, family and community by providing a continuum of services that promote competency, habilitation and integration. DYRS administers a variety of services in support of its mission at the DYRS Laurel, Maryland Campus.

C.4.3 Eastern Market is Washington, DC's oldest, continually operating fresh food public market. Located in the heart of the historic Capitol Hill neighborhood, Eastern Market is DC's destination for fresh food, hand-made arts and crafts and community events. For more than 136 years, Eastern Market has served as a community hub, connecting neighbors, families and visitors.

C.5 DRES REQUIREMENTS

C.5.1 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 work efforts described in this section.

C.5.1.1 The Contractor shall be responsible for making the management and operational decisions to meet the quality standards required under this contract.

C.5.1.2 The Contractor shall use innovation, technology and other means and methods to develop and perform the most efficient cleaning services for the building.

C.5.1.3 The Contractor shall implement an effective Quality Control Plan (QCP) and provide to the COTR.

C.5.1.4 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.5.1.5 The Contractor shall keep the Contracting Officer Technical Representative (COTR) informed of current status of the work being performed, provide work schedules and provide other pertinent information needed by the COTR.

C.5.1.6 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.5.1.7** 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 to the COTR.
- C.5.1.8** 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.5.1.9** The Contractor shall provide a list of contacts for each job site (names, titles & phone numbers) to the COTR.
- C.5.1.10** The Contractor shall keep a daily sign-in/sign-out log of Contractor personnel.
- C.5.1.11** The Contractor shall plan and schedule monthly meetings with the COTR to remedy deficiencies identified during the month.
- C.5.1.12** The Contractor shall maintain a log of all janitorial and related supplemental services provided to DRES and DYRS.
- C.5.1.13** The Contractor shall provide to DRES and DYRS COTR a written report of all accident/unusual incidents.
- C.5.1.14** The Contractor shall provide the COTR of the facility notification at least 30 days in advance of the following activities:
 - C.5.1.14.1** Annual power washing of building entry/exit points and loading dock.
 - C.5.1.14.2** Annual cleaning of the exterior windows.
 - C.5.1.14.3** Semi-Annual cleaning of the lockers in the locker room.
 - C.5.1.14.4** Semi-Annual cleaning of the carpeted areas.
 - C.5.1.14.5** Quarterly cleaning of the canopies.
 - C.5.1.14.6** Quarterly stripping, sealing, and waxing of the VCT areas.
 - C.5.1.14.7** Monthly power washing of the cell block areas.
 - C.5.1.14.8** Monthly fumigating/application of infested areas.

C.5.2 Green Cleaning

- C.5.2.1** The Contractor shall use green cleaning products and processes, and shall demonstrate such capability by submitting a Green Cleaning Plan (GCP) to the COTR. The GCP shall describe methods, materials, and equipment used under the contract.
- C.5.2.2** The Contractor's shall submit to the COTR a Green Cleaning Product Volume Report which shall clearly report the use by liter volume amount by facility of Green Cleaning products used.
 - C.5.2.2.1** Green cleaning products and processes include, but are not limited to, products containing recycled content, bio based products, and

products and/or services that minimize the use of energy, water, and other resources. Specific products of concern with specified Post Consumer Recycled Content (PCRC) amounts are as follows:

- C.5.2.2.1.1** Trash Liners must contain a minimum of 20% PCRC.
- C.5.2.2.1.2** Products shipped in recyclable packaging (i.e. cardboard packaging) must contain a minimum of 35% PCRC.
- C.5.2.2.1.3** Environmentally preferable products and services (i.e. paper goods) must meet EPA CPG requirements and be chlorine free.
- C.5.2.2.1.4** Vacuum equipment with HEPA filtration.

C.5.3 Service Calls

- C.5.3.1** The Contractor shall provide service call services of a custodial nature for the interior and exterior of various facilities.
- C.5.3.2** The Contractor shall be responsible for providing the appropriate administrative staffing to directly receive, record, and monitor the performance of all service calls.
- C.5.3.3** 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.5.3.4** The Contractor shall detail in its QCP how it will monitor and respond to service calls.
- C.5.3.5** 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.5.3.6** The Contractor shall provide the COTR with an emergency contact telephone number(s) and emergency contact email address(s).
- C.5.3.7** The Contractor shall notify the COTR immediately if a service call cannot be resolved.
- C.5.3.8** The Contractor shall respond within two (2) hours to routine service calls.
- C.5.3.9** The Contractor shall respond within one (1) hour to urgent service calls.
- C.5.3.10** The Contractor shall remain on the job until each emergency situation is corrected.

C.5.4 Interior Cleaning

C.5.4.1 The Contractor shall provide standard services and standard planned services of a custodial nature for the interior of various facilities.

C.5.4.2 The Contractor shall provide standard floor services and standard planned floor services for the work items listed below:

C.5.4.2.1 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.5.4.2.2 Laminated Flooring (ADP Floors): Damp mopping shall be the only method of wet cleaning for floors in Automated Data Processing (ADP) space.

C.5.4.2.3 Asphalt Floors: Damp mopping shall be the only method of wet cleaning for floors containing asphalt material.

C.5.4.2.4 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.5.4.2.5 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.5.4.2.6 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 reimbursement basis to the Contractor. See Attachment J.11 for details regarding scheduling.

C.5.4.2.7 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. Cleaning frequencies that are additional to standard planned services shall be completed on a supplemental reimbursement basis to the Contractor. See Attachment J.11 for details regarding scheduling.

C.5.4.2.8 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. Cleaning frequencies that are additional to standard planned services shall be completed on a supplemental reimbursement basis to the Contractor. See Attachment J.11 for details regarding scheduling.

C.5.4.2.9 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.5.4.2.10 Wood Floors: There shall be no water solutions used on wood flooring. There shall be no dry stripping methods used on wood flooring.

C.5.4.3 Carpet and Rug Service

C.5.4.3.1 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.5.4.3.2 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.5.4.3.3 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.5.4.3.4 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. See Attachment J.11 for details regarding scheduling.
- C.5.4.3.5** 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.5.4.3.6 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, BM, and BMS prior to cleaning of the carpet. Any furnishings moved are to be returned to their original positions. Carpet shampooing and extraction cleaning standard planned services shall be on a bi-annual basis. Cleaning frequencies that are additional to standard planned services shall be completed on a supplemental reimbursement basis to the Contractor. See Attachment J.11 for details regarding scheduling.
- C.5.4.3.7 Carpeting in Conference Rooms, Offices, and Other Rooms:** These areas shall be cleaned in accordance with the above standards.

C.5.4.4 Floor Mats and Runners Care

- C.5.4.4.1 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.5.4.4.2 *Rubberized or Specialized Mats*: Certain facilities have specialized flooring, for further details regarding specialized flooring needs.

C.5.4.5 Restroom(s), Shower Room(s), Locker Room(s), and Holding Cell(s) Services

C.5.4.5.1 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.5.4.5.2 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.5.4.5.3 All floor and wall grout shall be maintained free of any dirt, grime, or finish buildup.

C.5.4.5.4 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.5.4.5.5 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.5.4.5.6 Waste receptacles and sanitary napkin containers shall be emptied and disinfected with new bags inserted at a minimum of once daily.

C.5.4.5.7 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.5.4.5.8 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.3.25.

C.5.4.5.9 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.5.4.5.10 Restroom(s) Services

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

C.5.4.5.11 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. See Attachment J.11 for details regarding scheduling.

C.5.4.6 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.5.4.7 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.5.4.8 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.5.4.9 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.5.4.10 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.5.4.11 Guard Booth/Desk or Counters

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

C.5.4.12 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.5.4.13 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. Cleaning frequencies that are additional to standard planned services shall be completed on a supplemental reimbursement basis to the Contractor. See Attachment J.11 for details regarding scheduling.

C.5.4.14 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.5.4.15 Surfaces

C.5.4.15.1 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.5.4.15.2 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.5.4.15.3 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.5.4.15.4 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.5.4.16 Fixtures

C.5.4.16.1 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.5.4.16.2 General Fixtures: Fixtures and surfaces shall be clean with no dust, spots, soil substances, discoloration, mold, build-up, or excess moisture.

C.5.4.17 Walls

C.5.4.17.1 Clean Spots and/or Marks: Wall surfaces shall be free of smudges, marks, dirt, and spots. Cleaning should not cause discoloration.

C.5.4.17.2 High Dusting/Cleaning: High dusting/cleaning is any interior room cleaning of seventy inches (70") and above.

C.5.4.17.3 The Contractor shall perform bi-annual high dusting standard planned services on a bi-annual basis. Surfaces shall be free from all dust, lint, litter and soil (beyond 70"). Walls shall be free from dirt, smudges and markings. Ceiling shall be free from cobwebs and loose dirt. See the Attachment J.11 for details regarding scheduling.

C.5.4.18 Trash, Wastebaskets, and Recycling:

C.5.4.18.1 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.5.4.18.2 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.5.4.18.3 **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.5.4.18.4 **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.5.4.18.5 **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.5.4.18.6 **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.5.4.18.6.1 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.5.4.18.6.2 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.5.4.18.6.3 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.5.4.18.6.4 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.5.4.18.6.5 The Contractor shall set aside all broken furniture, wooden pallets and similar large objects for bulk collection pick up.

C.5.4.18.6.6 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. See Attachment J.12 for further information.

C.5.4.19 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.5.4.20 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. Cleaning frequencies that are additional to standard planned services shall be completed on a supplemental reimbursement basis to the Contractor. See Attachment J.11 for details regarding scheduling.

C.5.4.21 Window Blinds and Coverings (Not including Drapes, Curtains, and Unique Coverings):

C.5.4.21.1 Dusting: All blinds and coverings, cord tapes, and valances shall be clean and free of dust and spots. Non-operational blinds and coverings shall be reported to the COTR, BM and/or BMS for repair.

C.5.4.21.2 Washing: Both sides of blinds and coverings shall be washed annually. Cleaning frequencies that are additional to standard planned services shall be completed on a supplemental reimbursement basis to the Contractor. See Attachment J.11 for details regarding scheduling.

C.5.5 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.5.5.1 Specialized Standard Cleaning-Fitness Centers

C.5.5.1.1 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.5.5.1.2 Equipment: All vinyl surfaces of exercise equipment and exercise mats shall be free of dust, dirt, spots, streaks, and smudges.

C.5.5.1.3 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.5.5.2 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.5.5.2.1 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.5.5.2.2 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.5.5.2.3 Requirements for Specific Days of the Week:

C.5.5.2.3.1 Friday: A detailed sweeping of the Farmer's Line Shed, and the North Hall Plaza in preparation for Saturday morning.

C.5.5.2.3.2 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.5.5.2.3.3 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.5.6 Exterior Cleaning

C.5.6.1 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.5.6.2 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.5.6.3 Policing Outside Areas

C.5.6.3.1 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 on a *daily* basis.

C.5.6.3.2 Unimproved Grounds: All areas shall be cleared of trash, debris, and other discarded material each time the native grasses, weeds, etc. are cut.

C.5.6.3.3 Fence Lines: Fence lines shall be cleared of trash, debris, and other discarded material on a *daily* basis.

C.5.6.3.4 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.5.6.4 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.5.6.5 Exterior Window Washing

C.5.6.5.1.1 The Contractor shall perform exterior window washing standard planned services on an **annual** basis. Both sides of the glass shall be clean and free of dirt, grime, streaks and moisture, and shall not be cloudy. Window sashes, sills, woodwork, and other surroundings of glass shall be wiped free of drippings and other watermarks. Cleaning frequencies that are additional to standard planned services shall be completed on a supplemental reimbursement basis to the Contractor. See Attachment J.11 for details regarding scheduling.

C.5.6.5.1.2 The Contractor is required to accomplish window washing work consistent with safety requirements promulgated by the OSHA. Adequate fall protection for window washers is required to be provided by the Contractor.

C.5.6.6 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 on a **quarterly** basis.

C.5.6.7 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.5.6.8 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.5.6.9 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.5.6.10 Parking Structures, Parking Lot(s), Garages, and Exterior Loading Dock Areas

C.5.6.10.1 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.5.6.10.2 The Contractor shall maintain these areas to ensure that trash, debris, and other discarded materials do not accumulate. *Daily* policing is required.

C.5.6.10.3 The Contractor shall conduct annual pressure washing of all floors and walls of the exterior loading dock areas only. Cleaning frequencies that are additional to standard planned services shall be completed on a supplemental reimbursement basis to the Contractor. See Attachment J.11 for details regarding scheduling.

C.5.6.11 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.5.7 Supplemental Services

The Contractor shall provide interior and exterior supplemental services to fulfill the District's intermittent need for work. These services are in addition, not in replacement of, the services specified as standard or standard planned listed in Section C.3 of this contract. All standard services shall be performed either per performance requirements or planning requirements and shall be included in standard pricing in the initial proposal. 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 provide all supplemental services when requested and approved (in writing) by the CO.

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

The Contractor under the terms of this contract shall submit invoices for supplemental services separate from the monthly fixed invoices submitted.

C.5.7.1 Contractor's Right to Claim

Disputes that may arise between the Contractor and the COTR regarding prices or funding for repairs will be resolved by the CO. The Contractor may file a claim with the CO for any reimbursements, which are in dispute. However the Contractor shall immediately proceed with repairs when directed by the COTR.

C.5.7.2 Approvals

After approval by the District, the Contractor may perform Reimbursable Services as described in this section. Any cost of \$5,000.00 or more will require the CO's approval through a Task Order. In addition to payments based on the firm fixed-price, the District shall pay the Contractor on a direct cost reimbursement basis when services are performed on request and are outside the scope of basic standard of services.

C.5.8 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 and COTR as part of the offer package for review and acceptance by the District. The Contractor is not authorized to start work until the QCP is accepted and the proper security clearances obtained. Refer to Section H of the solicitation, in regard to proper security clearance requirements.

C.5.8.1 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 COTR for acceptance.

C.5.8.2 The QCP shall include the following, at a minimum:

C.5.8.2.1 How the Contractor will control quality of supplies and services.

- C.5.8.2.2** How project management, inspections, plan implementation, process improvement changes, correction of deficiencies, and green cleaning compliance will be accomplished.
- C.5.8.2.3** 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:
 - C.5.8.2.3.1** Date of inspection performed
 - C.5.8.2.3.2** Location of inspection
 - C.5.8.2.3.3** Description of findings
 - C.5.8.2.3.4** Description of action(s) taken (if necessary)
 - C.5.8.2.3.5** Signature and date of completion
- C.5.8.2.4** A training program to ensure that Contractor employees are capable of successfully accomplishing all work task(s) under this contract.
- C.5.8.2.5** A Strike Contingency Plan for separation of employees and employee absence.
- C.5.8.2.6** 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.
- C.5.8.2.7** Service calls and how they shall be monitored and responded to in a timely manner is required in item Service Calls in the specification.
- C.5.8.2.8** Green Cleaning Plan
- C.5.8.2.9** List of Environmentally Preferred Products
- C.5.8.2.10** Supply Delivery Schedule
- C.5.8.2.11** Exposure Control Plan
- C.5.8.2.12** Pandemic Plan
- C.5.8.2.13** Sample Invoices

C.5.9 Communication Plan

- C.5.9.1** The Contractor shall prepare and provide to the CO, COTR, and BM a communication plan detailing how the Contractor will use technology (two-way digital communication) to communicate with District Representatives, to receive and respond to service calls, emergencies, status of projects, invoicing, general

communication, tenant complaints and etc. The plan shall be submitted as part of the offer package for the Districts review and approval.

C.5.9.2 The Communication Plan shall include, at a minimum, detailed provisions for:

C.5.9.2.1 Two-way devices (Blackberry, I-Phone and etc) by all Contractors supervisory staff.

C.5.9.2.2 Standard procedures for submission of requested documents in electronic (PDF and/or Word Files) and printed format.

C.5.9.3 The Contractor shall provide key operational personnel (managers or supervisors) with portable electronic means to communicate with the District for service calls, emergencies, status of projects, etc.

C.5.9.4 Electronic receiving and transmitting methods may include the following:

C.5.9.4.1 A text-messaging device used to send and receive messages. Contractor is responsible for all costs associated with electronic messaging device. Some examples are two-way pager (Nextel), cell phone with text messaging, BlackBerry, etc.

C.5.9.4.2 A portable email device used to send and receive messages. The Contractor is responsible for all costs associate with electronic messaging device. Some examples are two-way pager (Nextel), cell phone with email capabilities (I-Phone), and BlackBerry, etc.

C.5.10 Meeting and Communication

C.5.10.1 Quality Control Meetings:

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

C.5.10.2 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.

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

C.5.11 Green Products

The Contractor shall be responsible for the use of environmentally preferably janitorial products, specifically:

C.5.11.1 Provide environmentally preferable and effective janitorial products that support the District’s environmentally preferable purchasing (EPP) initiative which emphasizes products and services that have a lesser or reduced effect on human health and the environment, when compared with competing products or services that serve the same purpose. This comparison considers the life cycle of the product from raw material acquisition, production, manufacturing, packaging, distribution, re-use, operation, maintenance and disposal.

C.5.11.2 Janitorial products subject to the requirements of this clause include the following:

JANITORIAL PRODUCTS SUBJECT TO GREEN CLEANING OR ENVIRONMENTALLY FRIENDLY CLAUSE	
ALL PURPOSE CLEANER	GENERAL DEGREASER
BATHROOM CLEANER	GENERAL DISINFECTANT
BATHROOM DEODORIZER	GLASS/WINDOW CLEANER
BATHROOM DISINFECTANT	GRAFFITI REMOVER
BATHROOM HAND CLEANSER/SOAP	GUM REMOVER
CARPET CLEANER	LIME AND SCALE REMOVER
CHROM AND BRASS CLEANER/POLISH	SOLVENT SPOTTER
FLOOR STRIPPER/FINISH	URINAL DEODORIZERS/CLEANERS
FURNITURE POLISH	WOOD FLOOR (WAX/CLEANER/FINISH)

C.5.12 Prohibited Cleaning Products

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

JANITORIAL PRODUCTS SUBJECT TO PROHIBITED CLEANING PRODUCTS SY CLAUSE	
Alkyl phenol Ethoxylates	Naphthalene
Benzyl Alcohol	Nitriolotriacetic Acid
CFC-22; Chlorodifluoro Methan	Paradichloro benzene
Coconut Oil	Perchloroethylene
Diethanolamine	Tetrachloroethylene
HCFC-142b	Toluene
Lauric Acid Diethanolamine	Tributyl Tin
Methyl Chloroform;1,1,1,-TCE	Trichlorethylene
Methyl Ethyl Ketone	

C.5.13 Delivery of Supplies

The Contractor shall schedule its supply deliveries during times that cause minimum disruption and inconvenience to District agency operations. Unless otherwise approved by the COTR, such deliveries shall be made weekdays before 6:00 p.m. and/or on

weekends. Additionally a Supply Delivery Schedule shall be submitted during evaluation for review and etc.

C.5.14 Exposure Control Program

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

C.5.15 Strike Contingency Plan (SCP)

The Contractor shall prepare a Strike Contingency Plan (SCP) to be used in the event of a strike by contractor employees.

C.5.15.1 Support Personnel

The SCP shall describe in detail how the Contractor shall staff the building to provide services defined by this contract in event of a strike by the Contractor's employees.

C.5.15.2 Training and Certifications

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

C.5.16 Contractor Pandemic Plan

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

C.5.17 Staffing and Work Schedules

C.5.17.1 A detailed staffing list shall be submitted for evaluation in the QCP. This list shall include, but is not limited to, the number of staff to be assigned to each building, hiring plans, and shift schedules.

C.5.17.2 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:

C.5.17.1.2.1 Daily cleaning

- C.5.17.1.2.2 Periodic
- C.5.17.1.2.3 Weekly cleaning
- C.5.17.1.2.4 Monthly cleaning
- C.5.17.1.2.5 Other frequencies

C.6 DYRS REQUIREMENTS

- C.6.1** The Contractor shall provide labor, management and supervision, transportation, materials, supplies and equipment, and shall plan, schedule, coordinate and perform janitorial and related services for the buildings/facilities in Aggregate Group 5.
- C.6.2** The Contractor's managing supervisor shall be available at all times while the work associated with the contract requirements are in progress. Telephone numbers shall be furnished to the Contracting Officer's Technical Representative (COTR), as described in **Section G** of this contract, for use in contacting the supervisor should the need occur when the supervisor is not on the work site.
- C.6.3** The Contractor shall provide to the COTR **background checks** for each employee proposed to deliver services under this contract. (See H.11)
- C.6.4** The Contractor shall ascertain the appropriateness of all chemicals and cleaning products, and supplies for their intended use before actually using them on the job site. The Contractor shall use environmentally preferred products for green cleaning standards. The Contractor shall use low emitting materials beneficial to the environment based on the standards of LEED except when using a cleaning disinfectant in areas that is not suitable by best practices or standards. The Contractor shall obtain approval from the COTR before using any cleaning products on the job site. The Contractor shall follow the instructions of the chemical manufacturers in the use of chemical products.
- C.6.5** The contractor shall meet the standards for US Green Building Council Certification for LEED Silver Rating. The standards for this rating can be found at the following reference link US Green Building Council: LEED Silver Certification for Existing Buildings: Operations & Maintenance <http://www.usgbc.org/ShowFile.aspx?DocumentID=5545> .
- C.6.6** The Contractor shall verify that all finishes for floors, seals, spray buff solutions, and other such chemicals applied directly or indirectly by the Contractor to non-carpeted floors provide adequate protection against slippery floors.
- C.6.7** The Contractor shall immediately report any observed instances of hazardous and/or potentially hazardous floor conditions (including but not limited to slippery or slick floors) to the COTR. In addition, the Contractor shall immediately implement effective measures to prevent individuals from walking on these surfaces, as well as abate the hazardous condition.
- C.6.8** The Contractor shall provide and use adequate barricades and signs to provide sufficient notice of potential safety hazards. Signs shall be placed no further than 10 feet apart, prior to, during, and after the performance of the cleaning service.

- C.6.9** The Contractor shall inspect all powered equipment daily before operation for signs of wear as well as potential safety hazards. The Contractor shall immediately remove from service on the job sites all equipment including extension cords which are, potentially unsafe, damaged, inoperable and/or do not meet the manufacturers operational specifications.
- C.6.10** The Contractor shall ensure that all electrical cords are properly sized for the job and placed away from vehicular or pedestrian traffic. All connections between the extension cords and relayed equipment (e.g., tools, machine, or additional extension cords) shall be tightly fastened with no exposed electrical contacts. All extension cords shall have, and use, a proper electrical grounding plug. Power tools and/or extension cords used in damp areas shall be plugged into ground fault circuit interrupter (GFCI) switches to immediately shut down when a short to ground is detected.

C.6.11 Perform Cleaning Services

The Contractor shall perform cleaning services including routine (daily and monthly), periodic (quarterly) and supplemental (as requested) cleaning services, at the New Beginnings Youth Development Center (NBYDC). All cleaning services shall be provided at the buildings and facilities listed in **Section C.3.30** Aggregate Group 5. The Contractor shall notify the COTR as the need for repair or replacement of fixtures, dispensers or other items that require attention are identified.

C.6.12 Routine Daily Cleaning

- C.6.12.1** The Contractor shall perform routine daily cleaning for the buildings/facilities at the NBYDC. The Contractor shall provide green janitorial services for the NBYDC located at 8400 River Rd, Laurel, MD 20724, daily, Sunday through Saturday, except as otherwise stated by the COTR, according to the following shifts:

Monday through Friday:

1. 7:30 a.m. to 4:00 p.m.
2. 2:30 p.m. to 11:00 p.m.

- C.6.12.2** The Contractor shall provide janitorial services on Saturdays, Sundays and on Holidays from 10:00 a.m. until 6:00 p.m.

C.6.12.3 Routine Daily Cleaning Services Specifications

- C.6.12.3.1** The Contractor shall provide daily routine cleaning services at NBYDC for the buildings and facilities as noted in this contract.

C.6.12.3.2 Routine cleaning services shall **NOT** include rooms where youth reside in residential units.

C.6.12.3.3 Routine cleaning services shall include the following:

C.6.12.4 Clean Exterior Grounds , Compound and Entranceways

The Contractor shall clean exterior grounds around the facility to include but not limited to removal of litter, trash, cigarette butts and debris to ensure that no trash or debris accumulates on the interior compound, parking lot and entrance ways once daily. The exterior grounds and compound shall present a clean appearance, free from litter, dirt, trash, debris and discarded items. No trash and debris shall be allowed to accumulate on grounds. There will be no obvious signs of liquid spillage, stains or foreign matter on concrete, brick or other surfaces.

C.6.12.5 Clean and Maintain Corridors, Lobbies and Entrances

C.6.12.5.1 The Contractor shall clean and maintain corridors, lobby entrances and common areas including glass and walls. Glass and doors shall present a uniformly clean appearance. Corridor, lobby entrances and common areas shall present a clean appearance free from litter, dirt, dust, debris and discarded items. Cleaned corridors and entrances shall show no obvious signs of liquid spillage, stains or foreign matter.

C.6.12.5.2 The Contractor shall clean and disinfect drinking fountains and sinks daily. Drinking fountains and sinks shall be cleaned to be free of watermarks, debris, or encrustation and shall be maintained at a high level of sanitation.

C.6.12.6 Cleaning Interior Space – Conference Rooms, Auxiliary Rooms, Office Spaces and Intake Cells

C.6.12.6.1 The Contractor shall clean the interior space of all buildings/facilities. The interior spaces shall present a uniformly clean appearance. Glass, doors, fixtures, and furniture shall present a uniformly clean appearance. Rooms and Office Spaces shall present a clean appearance free from litter, dirt, dust, debris and discarded items. Cleaned corridors and entrances shall show no obvious signs of liquid spillage, stains or foreign matter.

C.6.12.6.2 The Contractor shall clean and disinfect all drinking fountains daily. The contractor shall ensure that drinking fountains shall be cleaned and free of watermarks, debris, or encrustation and shall be maintained at a high level of sanitation.

- C.6.12.6.3** The Contractor shall high dust once per week throughout the facilities designated as interior space to include but not limited to ledges, blinds, signs, vents and lighting.
- C.6.12.6.4** The Contractor shall wash and wipe dry windowsills, doorframes, and telephones once per week. Surfaces shall be clean and free from obvious dust, dirt, debris and spots.
- C.6.12.6.5** The Contractor shall provide additional cleaning services upon request. Services shall result from one or more of following:
- a. spills
 - b. leaks
 - c. floods
 - d. sickness due to medical emergencies
 - e. breakage or facility damage
 - f. special cleaning before, during or after special events

C.6.12.7 Clean and Disinfect Medical Unit

- C.6.12.7.1** The Contractor shall clean and disinfect the medical unit including but not limited to the patient observation, isolation, and all examination rooms. The contractor shall clean and disinfect walls, partitions, countertops, wash bowls, sinks, exam tables, chairs, beds and trash cans once per day Sunday through Saturday and holidays starting at 8:00 p.m. or as requested by COTR.
- C.6.12.7.2** The Contractor shall clean daily the pharmacy area. A DYRS medical staff person will oversee the cleaning of the medical unit while cleaning is in process.

C.6.12.8 Clean and Disinfect Culinary Dining Facility

- C.6.12.8.1** The Contractor shall clean and disinfect the dining tables and seats, and remove trash, and disinfect trash cans three (3) times daily in accordance with the following daily schedule:
- C.6.12.8.2** Monday through Friday at 8:15 a.m., 12:25 p.m., and 5:40 p.m.
Saturday, Sunday and Holidays at 8:15 a.m., 12:00 p.m., and 5:40 p.m.
- C.6.12.8.3** The Contractor shall complete each cleaning and disinfecting of the culinary dining facility within two (2) hours of the scheduled start times noted above.

C.6.12.9 Stock including Residential Units Areas, Clean and Disinfect Restrooms and Showers,

- C.6.12.9.1** The Contractor shall stock, clean, and disinfect, in each facility building, restrooms and showers including floors, walls, partitions, wash bowls, sinks, urinals, toilet bowls, mirrors, dispensers, and trash cans. The restocking will include hand towels, soap, toilet tissues, toilet seat covers, deodorant air fresheners in designated areas in quantities adequate to ensure sufficiency between cleanings. Restrooms shall maintain a clean, odor free, shining appearance free from dust spots, stains, rust mildew, soap residues, mineral deposits, graffiti and organic materials.
- C.6.12.9.2** The Contractor shall clean and disinfect public and staff restrooms once a day and police and maintain (2) times per day.
- C.6.12.9.3** The Contractor shall clean and disinfect restrooms and showers in Residential Unit Areas once a day.
- C.6.12.9.4** The Contractor shall notify the COTR as repair or replacements of restroom fixtures and dispensers are identified.
- C.6.12.9.5** The Contractor is **NOT** required to stock residential units with deodorant air fresheners.

C.6.12.10 Clean and Maintain Floor Surfaces

- C.6.12.10.1** The Contractor shall clean and maintain all floor surfaces including ceramic tile, carpet, wood, brick pavers, and concrete according to the type of floor surface and its care as described in **Section C.3.25**, Floor Surfaces and Their Care. Surfaces shall be free from obvious trash, debris, dirt, dust, marks or foreign matter.
- C.6.12.10.2** All hard surface floors shall be dust mopped and machine washed daily as specified by the COTR. The Contractor shall use a neutral cleaner for daily and weekly washing of floors. Floor surfaces requiring a finish shall have a uniformly clean appearance without obvious unsightly build-up. Floors requiring floor finish shall be stripped at a minimum twice per year. The Contractor shall resurface the floors using a floor glaze restorer and burnish floors requiring finish once a week or burnish floors within 72 hours of new floor finish being applied. Between stripping, the Contractor shall top scrub and refinish the floors as needed or as requested by the COTR. All treated surfaces shall be slip resistant. Walk-off mats shall be used at entrances during inclement weather.

C.6.12.10.3 The Contractor shall dust mop and damp mop floors daily and machine wash floors once a week in the medical unit, all restrooms and shower floors in public staff and residential areas with disinfectant cleaner to include but not limited to patient observation, isolation and all examination rooms. Surfaces shall be free from obvious trash, debris, dirt, dust, marks or foreign matter.

C.6.12.10.4 The Contractor shall dust mop and damp mop with a neutral floor cleaner, the dining area floor, after each meal.

C.6.12.10.6 The Contractor shall dust mop and damp mop floors daily and machine wash floors once a week in the kitchen. Floor Surfaces shall be free from obvious trash, debris, dirt, dust, grease, marks or stains.

C.6.12.10.7 The Contractor shall machine wash with disinfectant cleaner the holding cells floors once per week.

C.6.12.10.8 The Contractor shall machine wash with a disinfectant cleaner the laundry room floors in each residential unit once per month.

C.6.12.11 Vacuum Spot Clean and Deep Clean Carpet

C.6.12.11.1 The Contractor shall vacuum and spot clean all carpet floors including cubicle spaces. Carpet shall be free of obvious spots, stains, chewing gum, tar, grease, litter etc., and shall present a uniformly clean appearance.

C.6.12.11.2 The Contractor shall vacuum and spot clean private office spaces once a week as specified by the COTR.

C.6.12.11.3 The Contractor shall deep clean all carpets on a regularly scheduled basis every 30 days for high traffic areas or as needed as specified by the COTR.

C.6.13 Collect and Remove Trash and Recyclables

C.6.13.1 The Contractor shall collect, at a minimum daily or as required all facility/building trash and recyclables to assure that trash and paper are not allowed to accumulate and/or overflow receptacles.

C.6.13.2 The Contractor shall ensure that when filled or at the end of the evening trash collection, trash carts shall be taken to trash containers located at the loading dock and emptied. Dumpster sites shall be kept clean and orderly and trash shall not be allowed to blow around the ground.

- C.6.13.3** The Contractor shall ensure that collected trash lines from wastebaskets and trash receptacles shall be sealed and placed in a rubber or plastic tilt trash cart in preparation for removal from each building/facility.
- C.6.13.4** The Contractor shall line each wastepaper basket with appropriate liner or sufficient strength, durability, and thickness to prevent leakage from liner. Trash receptacles and wastebaskets shall be free from dirt, food, beverage spoilage and odors.
- C.6.13.5** The recyclables shall be collected separately and stored in designated labels recycle contains.
- C.6.13.6** The Contractor shall empty recyclables on a weekly 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. Centralized containers may also be composed of a plastic material.
- C.6.13.7** The centralized containers shall be emptied into marked plastic recycling containers (with wheels) designed for recycling use only.
- C.6.13.8** The Contractor shall provide descriptive labels in Spanish and English on all containers used to transport trash and recyclables to the loading dock or designated pick-up point within each building.
- C.6.13.9** The recycling containers shall be taken to the loading dock or pick-up point within the building to be replaced by the same size and type of container for recycling transport only. As specified, on a building-by- building basis, there may be need to empty the recycling containers into another larger container designated by the recycling hauler for transport. In these cases, the recycling containers will not be replaced.
- C.6.13.10** The Contractor shall separate the recycling materials (white paper, mixed paper, newspaper and corrugated boxes) from the regular trash. Separation is intended to mean that the recyclable commodities will be kept in containers that are different than the trash containers. Commingles bottles and cans should **NOT** be mixed with recycled paper but placed in a separate container for collection by the recyclable hauler. If such container is not available, place the clear plastic bags containing the bottles and cans next to the other recycling containers for open hauling collection.
- C.6.13.11** The Contractor shall pull corrugated containers from the trash stream and place them in designated places for recycling. The Contractor shall, if necessary, bundle or bind the corrugated containers to facilitate transport by the recycling hauler.

C.6.13.12 The Contractor shall clean receptacles upon changing liners as needed.

C.6.13.13 The Contractor shall weigh the recycling materials weekly, using scales provide by the District, and shall complete and submit a Weekly Recyclable Weight form to the COTR in accordance with **Section F.3**.

C.6.13.14 The Contractor shall **NOT** be responsible for removing Medical Hazardous waste (Red trash liners) from the Medical Unit.

C.6.14 Trained Staff, Management and Supervision

C.6.14.1 The Contractor shall employ competent supervisory personnel and provide adequate trained staff and supervision and management to fulfill the requirements of the contract. The Contractor's supervisors, at a minimum, shall have completed a supervisory training course. All staff shall be adequately trained in blood borne pathogens, occupational safety, and hazardous communications, preparation, mixing, and using of cleaning and disinfecting chemicals. The personnel employed by the contractor shall be trained and qualified in custodial green cleaning. At the discretion of the Contracting Officer, experience may be substituted for formal training. The on-site supervisor is required to be fully conversant in English. The Contractor's supervisory staff shall at a minimum:

C.6.14.2 Perform the required services in a skillful and workmanlike manner;

C.6.14.3 Maintain a familiarity with acceptable green and non-green industry standards;

C.6.14.4 Maintain certification in training and safety including the proper use of equipment and adherence to all safety rules and regulations and shall not create any hazardous or unsafe conditions while performing work under the contract; and

C.6.14.5 Possess a valid government issued identification at all times when performing work under this contract.

C.6.14.6 The Contractor's Supervisor shall be available at all times while the work associated with the contract requirements is in progress. Cellular telephone numbers shall be furnished to the COTR, as described in **Section G.9**, for use in contacting the supervisor should the need occur when the supervisor is not on the work site.

C.6.15 Qualifications of Other Contractor Personnel

The Contractor's employees shall be familiar with the facility's fire alarm system and trained on the procedures to follow in the event of fire or other emergency. Contractor shall coordinate the emergency procedures training with the COTR. Contract employees are to receive this training no later than 30 days after assignment to duty.

C.6.16 Key Staff

The Site Supervisor shall serve as the Contractor's primary point of contact and shall maintain responsibility on-site for oversight and supervision that ensures the successful performance of the contractor's requirements.

C.6.17 Reports, Records, Documents and Meetings

The Contractor shall submit a Facility Cleaning Schedule and the Floor Care Cleaning Schedule to the COTR in accordance with **Section F.3**. The Contractor shall submit a list of equipment and materials prior to bringing into the facility. The managing supervisor shall meet with the COTR at minimum once per month or upon request by the COTR.

C.6.18 Personnel/Contact Information

C.6.18.1 The Contractor shall provide the name(s) of the Contractor's employees as well as subcontractors and their employees who will fulfill the requirements of this contract to the COTR in accordance with **Section F.3**. For each, identify their name, social security, function/job title, and scope of their work, experience and job-site location.

C.6.18.2 The Contractor shall provide the name(s) of the Contractor's on-site supervisor(s), together with the telephone numbers or other communication devices assigned to them on the job site(s) by the Contractor to the COTR in accordance with **Section F.3**. Access to the on-site supervisor(s) by the COTR is a necessary prerequisite to satisfactory performance of Section C. Failure to be able to contact the on-site supervisor(s) or their refusal to respond in an emergency shall constitute a failure to perform and shall be subject to deductions for damages caused and costs incurred by the District to obtain alternative response and remedy to the emergency.

C.6.19 Materials

All cleaning chemicals and equipment brought into the facility for use shall be approved first by DYRS. The Contractor shall provide DYRS with all Material Safety Data Sheets (MSDS) and a list of equipment. The Contractor shall not use any equipment or materials owned by DYRS unless authorized by the COTR.

C.6.20 Quality Assurance, Inspections and Performance Requirements

C.6.20.1 The Contractor shall develop and implement a quality assurance plan to ensure and document that the requirements of the contract are performed.

- C.6.20.2** The quality assurance plan shall at a minimum include routine monitoring to identify performance deficiencies, follow-up to ensure successful resolution of deficiencies and procedures to address emergency requests.
- C.6.20.3** The contractor shall provide a quality control (QC) plan that indicates the capability to provide quality services and to monitor and measure the effectiveness of those services to the COTR.
- C.6.20.4** The Contractor shall meet with the COTR once a month or as specified by COTR for the duration of the contract period at a mutually agreed time and place to discuss pertinent contract administration issues including but not limited to implementation of the contractor Quality Control program, quality of implementation of contract requirements, tenant observation and/or complaints. At these meetings the Contractor shall demonstrate to the District the extent to which the Contractor has fulfilled all the requirements this contract. The Contractor shall also advise the District of all instances where the Contractor has not fulfilled any of the requirements of this contract as well as all complaints received by the Contractor which relate to the implementation of this contract. The Contractor shall provide in writing to the District a plan and schedule (with critical milestones) to remedy all deficiencies that are identified at this meeting in accordance with the performance of this contract.
- C.6.20.5** The Contractor shall perform weekly quality assurance inspections once a month with the COTR. The Contractor shall submit a copy of the weekly quality assurance inspection report to the COTR.
- C.6.20.6** 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.6.20.7** The Contractor shall plan and schedule monthly meetings with the COTR to remedy deficiencies identified during the month.

SECTION D: PACKAGING AND MARKING

This Section is not applicable to this solicitation.

SECTION E: INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for this contract shall be governed by clause number 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.2** Inspection and acceptance shall be performed at each facility by the COTR, or his/her designee.
- E.3** The District will utilize Contractor's measurement factors develop and administer to facility tenants a randomly conducted Quality Service Tenant Survey (QSTS). A copy of the QSTS results will be included in the contract file. The Contractor shall also be judged by the rate with which the Contractor resolves validated tenant complaints.

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of one (1) year from date of award specified on page 1 of this contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of four (4) one-year, option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of 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 this option, the extended contract shall be considered to include this option provision.

F.2.3 The price for the option period(s) 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) years.

F.3 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the District’s requirements and submit each deliverable to the Contract Administrator (CA) identified in section G.9 in accordance with the following:

F.3.1 DRES

Section	Deliverable	Quantity	Format/Method of Delivery	Due Date	To Whom
C.5.1.7	Names of: all Contractor’s employees and subcontractors and subcontractor’s employees as described in	1 1	Hard copy soft copy	10 days after contract award	COTR
C.5.1.8	Inventory list of equipment and supplies to fulfill the requirements of the contract	1 1	Hard copy soft copy	5 days after contract award	COTR

C.5.1.9	Contractor's contact on job site	1 1	Hard copy soft copy	10 days after contract award	COTR
H.13.4	Material Safety Data Sheets for all chemical products the Contractor has or intends to use on the job site	1	Hard copy in loose leaf binder in alphabetical order according to common name of the chemical product	10 days after contract award and within 15 days of good being delivered thereafter	COTR
C.3.28	Hazardous Materials Communications	1	Written hard copy	10 days after contract award	COTR
C.5.1.10	Daily sign-in/sign-out log of Contractor's personnel	2	Hard copies	Monthly within 5 calendar days after the end of the reporting month	COTR
C.5.4.18.6.6	Recycle Weight Report	2	Hard copies	Weekly on the first business day of every week	COTR
C.5.1.11	Plan and schedule to remedy deficiencies identified during monthly meeting with COTR	3 1	Hard copies soft copy	3 business days after the meeting with COTR	COTR
C.5.1.12	Log and/or tracking of all janitorial and related supplemental services	3	Hard copies	Monthly within 5 calendar days after the end of the reporting month	COTR
C.5.1.13	Accident/Unusual Incident Report	1	Hard copy	All Accident/Unusual Incident Reports shall be submitted by the end of the shift in which the incident occurred	COTR
C.5.1.3	Quality Control Plan	3	Hard copies	Within 30 days of contract award	COTR

F.3.2 DYRS

Section	Deliverable	Quantity	Format/Method of Delivery	Due Date	To Whom
C.6.17	Plan for Cleaning	1	Typed, Hard Copy	Upon award of	COTR

	Facilities			Contract	
C..5.4.18.6.6.	Weekly Recyclable Weight Form	1	Typed Spreadsheet, via email	1 st Monday following the previous week	COTR
C.6.1.18	Contractor Personnel Information	1	Typed Spreadsheet, via email	1 week prior to 1st day of service delivery	COTR
C.3.28	Written Hazardous Communications Program	1	Written, Hard Copy	10 days after award of contract	COTR
C.5.1.13	Accident/Unusual Incident Reports	1	Hard Copy; Format provided by DYRS	1 day after incident	COTR
C.3.32	MDS Sheets and a list of equipment	1	Hard Copy	10 days after award of contract	COTR
H.11.5	Substance Abuse Clearance	1	Hard Copy	10 days after award of contract	COTR
C.6.15	Contractor Employee Fire Alarm Training Completion	# of staff	Certificate, Copy	30 days after assignment date	COTR
C.6.20.8	Plan and Schedule to remedy deficiencies identified during monthly meeting with COTR, only if applicable	1	Written Hard Copy	1 st Wednesday of Each Month	COTR
C.6.3	Pre-Employment Child Abuse Background Check	1	Typed Spreadsheet via Email	10 days after award of Contract	COTR
C.6.3	Medical Clearance Background Check	1	Original affixed seal form	Within two days after contract award	COTR

LEED Silver Certification

Section	Deliverable	Quantity	Format/Method of Delivery	Due Date	To Whom
C.6.4	Written low impact high-performance sustainable green program that encompasses the requirements of this contract.	1	Hard Copy	5 days after award of contract.	COTR
C.6.4	Documentation/ specifications on the chemical and cleaner dispensing and dilution equipment used.	1	Hard Copy	7 days upon request	COTR

C.6.4	Documentation that this policy has been followed over the performance period.	1	Hard Copy	7 days upon request	COTR
C.6.4	Documentation of cleaning worker training in the hazard, use, maintenance, disposal, and recycling of cleaning chemicals, dispensing equipment, and packaging	1	Hard Copy	7 days following training	COTR
C.6.4	Documentation identifying the date and activities associated with floor maintenance.	1	Hard Copy	7days upon request	COTR
C.6.4	Written procedures for cleaning and maintaining (grills, grates, mats, etc.) entryway systems	1	Hard Copy	5 days after award of contract	COTR
C.6.4	Quarterly reports over the performance period documenting that these entryway systems have been effectively used, cleaned and maintained on a regular basis.	1	Hard Copy	7 days upon request	COTR

F.3.3 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 agency Chief Financial Officer with concurrent copies to the Contract Administrator (CA) specified in Section G.9 below. The address of the CFO is:

DRES

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

DYRS

Address: Accounting Division
64 New York Avenue, NE, 6th Floor
Washington, DC 20002
Telephone: 202-671-4260

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

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

G.2.2.2 Contract number and invoice number;

G.2.2.3 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 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

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

G.4 **This selection is intentionally left blank:**

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 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
Department of Real Estate Services
2000 14th Street, 5th Floor
Washington, DC 20009
Telephone (202) 671-1302
wilbur.giles@dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.8.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.
- G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.
- G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACT ADMINISTRATOR (CA)

- G.9.1** The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
 - G.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
 - G.9.1.2** Coordinating site entry for Contractor personnel, if applicable;
 - G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's 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.

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

DRES:

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

DYRS:

Mr. Roger Douglas
8400 River Road
Laurel, Md. 20724
Tel. No. (202) 299-3100
Email: roger.douglas@dc.gov

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

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

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

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. 10, dated 06/15/2010, 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.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods 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 CO 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 CA 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 CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within the timeframe designated by the CA. 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.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 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 of each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) to verify 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 CO the Contractor's compliance with section H.5.4 of this clause; or
- (2) Submit a request to the CO 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 CO 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 CO 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 CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the CA.

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 CO through imposition of penalties, including monetary fines of 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 programs and activities. See 29 U.S.C. § 794 *et seq.*

H.7 PROTECTION OF PROPERTY:

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

H.8 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.9 WAY TO WORK AMENDMENT ACT OF 2006

H.9.1 Except as described in H.9.8 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.9.2 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.9.3 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.9.4 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.9.5 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.9.6 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.9.7 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.9.8 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.9.9 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.10 SUBCONTRACTING REQUIREMENTS

H.10.1 Mandatory Subcontracting Requirements

H.10.1.1 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.10.1.2 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.10.1.3 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.10.1.1 and H.10.1.2.

H.10.2 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.10.1. The prime contractor responding to this solicitation which is required to subcontract shall be required to submit with its offer, a notarized statement detailing its subcontracting plan. Offers responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror is required to subcontract, but fails to submit a subcontracting plan with its offer. 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.10.2.1** 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.10.2.2** A statement of the dollar value of the offer that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.10.2.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- H.10.2.4** 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.10.2.5** 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.10.2.6** 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.10.2.7** 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.10.2.8** 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.10.2.9** 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.10.3 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.10.3.1** The dollar amount of the contract or procurement;
- H.10.3.2** A brief description of the goods procured or the services contracted for;
- H.10.3.3** The name of the business enterprise from which the goods were procured or services contracted;
- H.10.3.4** Whether the subcontractors to the contract are currently certified business enterprises;
- H.10.3.5** The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- H.10.3.6** A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and
- H.10.3.7** 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.10.4 Enforcement and Penalties for Breach of Subcontracting Plan

- H.10.4.1** 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.10.4.2** 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.10.4.3** 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.11 Security Requirements (DRES and DYRS)

- H.11.1** The Contractor shall comply with all security requirements and procedures of the facility.

- H.11.2** The Contractor shall conduct routine pre-employment criminal record background checks of all of the Contractor's staff that will provide services under this contract as permitted by D.C. law. Except for professionals in accordance with D.C. Office Code 3-1201.01, et seq. The Contractor shall not employ any staff in the fulfillment of the work under this contract unless said person has undergone a background check, to include National Criminal Information Center Report and Child Protective Services Report (Abuse and Neglect).
- H.11.3** The Contractor shall provide the results of the background checks for each employee proposed to deliver services under this contract. Background checks for subsequent staff intended to perform services under this contract shall be provided to the COTR. The Contractor(s)' staff may begin employment pending the results of the criminal background checks, but immediately be terminated should the Contractor or DRES and DYRS determine the staff member is not suitable for employment based on the results of the criminal background checks. Additionally, the Contractor's staff may begin employment pending the results of the criminal background checks but the staff member shall be supervised at all times pending the results of the criminal background checks and at no time provide services to youth residences independent of supervision.
- H.11.4** The Contractor shall conduct the criminal record background checks on an annual basis and for newly acquired employees. The Contractor shall disclose to DRES and DYRS through the COTR, any arrests or convictions that may occur subsequent to employment. Any conviction or arrest of the Contractor's employees after employment shall be reviewed by DRES and DYRS which will determine the employee's suitability for continued employment.
- H.11.5** The Contractor shall maintain staff records including applications, licenses, certifications, security and medical clearances, satisfactory criminal background clearance, child protection register clearance, drug and alcohol screening.
- H.11.6** The Contractor's staff shall wear neat, clean, and professional attire. The attire shall include distinctive apparel identifying staff as Contractor's employees.
- H.11.6.1** The Contractor's staff shall wear identification badges at all times. The identification badges shall provide company logo, employee's name, and employee photograph.
- H.11.6.2** The Contractor shall determine and provide additional personal protective equipment required for the safe performance of work. Protective clothing, equipment, and devices shall, at a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used.
- H.11.6.3** Facility Access Badges: All contractors are required to obtain a contractor ID and access badge from the District. The Contractor is responsible for all costs associated with obtaining id and access credentials/badges.

To obtain clearance and credentials visit the Metropolitan Police Department:
Henry J. Daly Bldg., 300 Indiana Avenue NW.

Complete a PD Form 70 (Criminal History Request) for a record check. This form is available at the Arrest and Criminal History Section; Room 3055. Most requests will be processed while you wait, generally between 15-45 minutes. One of the following documents are needed to make the request:

1. Government Issued Photo ID, such as, Driver's License or Non-Driver's ID
2. Original Birth Certificate **and** Social Security Card.
3. A fee of \$7 is required (cash or money orders only, payable to DC Treasurer; no credit cards or personal checks)

Once Police Clearance has been obtained; complete and sign the Non-Employee ID Credential Request form.

The Police Clearance documentation, original ID Credential Request form and a legible copy of their drivers license shall be forwarded to DRES for processing. ID Badges must be obtained prior to start of work.

H.121 DISTRICT RESPONSIBILITIES

H.12.1 The District will provide the contractor storage space and closets for supplies, materials and equipment required to perform the services required under this contract.

H.12.2 The District will provide the Contractor with access to exterior trash dumpsters and/or compactors as well as designated recycling hauling containers available for use in the facilities. The District requires the Contractor to insure and defend the District Government against any claim arising out of the use of these dumpsters and compactors by the Contractor's employees as well as subcontractors and their employees who will fulfill the requirements of this contract. Corrugated cardboard should never be placed in the trash dumpsters and/or compactors for disposal. All cardboard is to be recycled.

H.12.3 Electrical power will be furnished through existing outlets at job sites as necessary for the Contractor's effective performance of the contract work. The contractor shall protect from damage all utility outlets it uses and shall immediately report to the District any damage to these utility outlets, and use all reasonable care to conserve the utilities provided.

H.12.4 Hot and cold water will also be provided from existing faucets at job sites. No new supply locations or special temperature sources of hot or cold water will be provided.

H.13 CONTRACTOR RESPONSIBILITIES

H.13.1 The Contractor shall be responsible for providing janitorial services in accordance with the requirements of this contract.

- H.13.2** The Contractor shall furnish all supplies, materials, equipment and employee training necessary for the performance of work under this contract unless otherwise specified herein. Training shall include all applicable OSHA and other related standards.
- H.13.3** The Contractor shall develop a QCP that establishes procedures and responsibilities for controlling the quality of work to be performed. The Contractor is responsible for the implementation of the QCP.
- H.13.4** The Contractor shall furnish all Material Safety Data Sheet (MSDS) for any materials used in the performance of this contract.
- H.13.5** The Contractor shall obtain all licenses and permits necessary for the performance of this contract.
- H.13.6** The Contractor shall make efforts to use recycled paper products and environmentally preferable materials.
- H.13.7** The Contractor shall provide green cleaning training to their employees that stress proper stewardship in cleaning practices. The Contractor shall submit written certification in their offer package for review and evaluation.

Information on Green Cleaning Training can be found in ASTM E1971-98: Standard Guide for Stewardship for the Cleaning of Commercial and Institutional Buildings (www.astm.org).

- H.13.8** The Contractor shall ensure that all employees, including replacement workers, receive asbestos training and refresher training in accordance with CFR 40-763 and 29 CFR 1910. The Contractor shall follow all instructions for each asbestos class job as outline in 29 CFR 1910. The training shall be provided by the Contractor for their employees, at no additional expense to the District, at least thirty (30) calendar days after the start of the contract. The Contractor shall submit written certification to the COTR within five (5) days of the completion of training.

H.14 AUDITS AND RECORDS

- H.14.1** As used in this clause, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

H.15 ENVIRONMENTALLY PREFERABLE JANITORIAL PRODUCTS

H.15.1 Environmentally Preferable Product Goals

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

H.15.1.2 Environmentally preferable products are products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison considers the life cycle of the product from raw material acquisition, production, manufacturing, packaging, distribution, re-use, operation, maintenance and disposal.

H.15.2 Environmentally Preferable Janitorial Products

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

All-purpose cleaner	General degreaser
Bathroom cleaner	General disinfectant
Bathroom deodorizers	Glass/window cleaner
Bathroom disinfectant	Graffiti remover
Bathroom hand cleanser/soap	Gum remover
Carpet cleaner	Lime and scale remover
Chrome and brass cleaner/polish	Solvent spotter
Floor stripper/finish	Urinal deodorizers/cleaner
Furniture polish	Wood floor (wax/cleaner/finish)

H.15.3 Prohibited Cleaning Products

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

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

H.15.4 Janitorial Product Health and Environmental Requirements

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

H.15.4.1 Skin and Eye Irritation

a) This attribute refers to janitorial cleaning supplies containing chemicals that are either mildly or strongly irritating to the skin or eyes. These substances are either highly alkaline or acidic.

b) The Contractor shall use products with a pH between 7.2 and 7.8 which are acceptable alkaline levels.

H.15.4.2 Food Chain Exposure

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

H.15.4.3 Air Pollution Potential

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

H.15.4.4 Fragrances

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

H.15.4.5 Dyes

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

H.15.4.6 Minimizing Exposure to Concentrates

- a) This attribute refers to the possibility that an end-user of a product could be exposed to a concentrated form of the product, thereby exposing the end-user to a greater health risk than that caused by exposure to the ready-to-use product.
- b) If possible, the Contractor shall use products that are not in a concentrated form.
- c) If the Contractor uses products in a concentrated form, it must be a part of a system by which chemicals are only transferred between closed containers, thereby reducing the risk of harm to the end-user.

H.15.5 Packaging Reduced/Recyclable

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

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

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

H.15.6 Product Safety

H.15.6.1 The Contractor shall be responsible for:

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

H.16 ENVIRONMENTALLY PREFERABLE SOLVENT PRODUCTS

H.16.1 Environmentally Preferable Products Goals

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

H.16.1.2 Environmentally preferable products are products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison considers the life cycle of the product from raw material acquisition, production, manufacturing, packaging, distribution, re-use, operation, maintenance and disposal.

H.16.2 Environmentally Preferable Solvent Products

H.16.2.1 Solvents are fluids or a mixture of fluids capable of dissolving substances to produce compositions for industrial value.

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

Alcohols. Alcohols are solvents that dissolve substances such as shellacs, vinyls, acrylics, epoxies and silicones.

Aliphatic Hydrocarbons. Aliphatic hydrocarbons are solvents often found in coatings and insecticides. Commonly used as degreasers and solvents for acrylics and epoxies. Common aliphatics include mineral spirits, paint thinner, petroleum distillates, VM&P Naphtha, kerosene, gasoline and heptane (all of which are extremely flammable).

Aromatic Hydrocarbons. Aromatic hydrocarbons are substances used in printing, fiberglass-reinforced products, glues and veneers. Common aromatics include toluene (toluol), xylene (xylol), coal-tar naphtha, styrene and benzene.

Chlorinated Hydrocarbons. Chlorinated hydrocarbons are commonly used degreasers, dry cleaning agents, rubber solvents and paint strippers found in coatings, resins and tars. Common chemicals in this class include perchloroethylene, methylene chloride, carbon tetrachloride, methyl chloroform and trichloroethylene.

Glycols. Glycols, which are water-soluble solvents used as lubricants, are found in cosmetics, coatings, resins and dyes. Glycol ethers include butyl cellusolve (2-butoxyethanol), cellusolve (2-ethoxyethanol), methyl cellusolve (2-methoxyethanol), and cellusolve acetate (2-ethoxyethyl acetate). Most common glycol ethers are combustible.

Esters. Esters have differing chemical properties depending on their use including methyl formate, ethyl acetate, isopropyl acetate, methyl acetate, secamylacetate, and isoamyl acetate (banana oil).

Ethers. Ethers are ingredients in dyes, resins, waxes, cellulose nitrate and fuels, including ethyl ether, tetrahydrofuran, dioxane and isopropyl ether.

Ketones. Ketones are solvents for dyes, resin and waxes that are used to manufacture plastics, synthetic fibers, explosives, cosmetics and medicines. Some examples of ketones include acetone, methyl ethyl ketone, cyclohexanone and isophorone.

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

H.16.3 SOLVENT ENVIRONMENTAL REQUIREMENTS

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

H.16.3.1 Health Hazards

- (a) **Bodily Contact** - The Contractor shall not use solvent products that irritate or harm the skin, eyes, nose and throat from direct contact with the solvents;
- (b) **Inhalation** – The Contractor shall not use solvent products that when inhaled causes headaches, nausea, vomiting and dizziness from contact with the solvents; and,
- (c) **Ingestion** – The Contractor shall not use solvent products that if ingested or exposed to for a period of time cause damage to the brain, liver, kidney, respiratory system and nervous systems.

H.16.3.2 Physical Hazards

- a. Flammable materials are substances that will easily ignite, burn and serve as fuel for a fire. The flash point is the lowest temperature at which a liquid gives off enough vapors which, when mixed with air, can be easily ignited by a spark. The lower the flash point, the greater the risk of fire or explosion.
- b. The Contractor shall not use solvent products that are a potential fire hazard or have a low flash point. A solvent is flammable and a serious fire hazard if its flash point is below 37.8C (100F).

H.16.4 Prohibited Solvents

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

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

H.16.5 Packaging Reduced/Recyclable

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

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

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

H.16.6 Product Safety

H.16.6.1 The Contractor shall be responsible for:

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

H.17 ENVIRONMENTALLY PREFERABLE PAINT PRODUCTS**H.17.1 Environmentally Preferable Products Goals**

H.17.1.1 The District is seeking contractors to provide environmentally preferable and effective paint products that support the District's environmentally preferable purchasing (EPP) contracting initiative.

H.14.1.2 Environmentally preferable products are products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison considers the life cycle of the product from raw material acquisition, production, manufacturing, packaging, distribution, re-use, operation, maintenance and disposal.

H.17.2 PAINT ENVIRONMENTAL REQUIREMENTS

H.17.2.1 The requirements and restrictions contained in this clause shall apply to all architectural and anti-corrosive paints used during the course of this contract.

H.17.2.2 Due to the documented health risks associated with high Volatile Organic Compound (VOCs) levels, the Contractor shall use only paint and paint products that do not exceed the maximum allowable VOC content in the table below for each type of paint:

Product Type	Type of Paint	VOCs (grams/liter)	VOCs (pounds/gallon)
Category I	<i>Interior</i> Architectural		
	a. Flat	50 g/l	0.42 lb/gal
	b. Non-Flat	150 g/l	1.25 lb/gal
Category II	Exterior Architectural		
	a. Flat	100 g/l	0.83 lb/gal
	b. Non-Flat	200 g/l	1.66 lb/gal
Category III	Anticorrosive		
	a. Flat	250 g/l	2.1 lb/gal
	b. Semi-Gloss	250 g/l	2.1 lb/gal
	c. Gloss	250 g/l	2.1 lb/gal

H.17.3 Prohibited Paint Components

Paints often contain inorganic and organo-metallic components used as preservatives, additives and pigments. The following is a list of organic compounds and components prohibited under this contract:

- | | |
|-----------------------------|-------------------------|
| 1,1,1 Trichloroethane | Formaldehyde |
| 1,2 Dichlorobenzene | Hexavalent chromium |
| Acrolein | Isophorone |
| Acrylonitrile | Lead |
| Antimony | Mercury |
| Benzene | Methylene chloride |
| Butyl benzyl phthalate | Methyl ethyl ketone |
| Cadmium | Mehtyl isobutyl ketone |
| Di (2-ethylhexyl) phthalate | Naphthalene |
| Dimethyl phthalate | Toluene (Methylbenzene) |
| Di-n-butyl phthalate | Vinyl Chloride |
| Ethylbenzene | |

H.17.4 Packaging

Paint cans and their components shall not be fabricated with lead.

H.17.5 Product Safety

H.17.5.1 The contractor shall be responsible for:

- (a) Any damage to personnel, buildings, furniture or equipment directly traceable to their use of prohibited paint.
- (b) Evacuating and warning individuals that might be affected by any spills or leakages directly traceable to their use of prohibited paint.
- (c) Any spills or leaks that occur during the use or transportation of their products.
- (d) Paying the cleanup cost for any spills or leaks that occur while they are unloading, transporting or otherwise using their products.

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. 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

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

I.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 CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.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. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- H. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- I. **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.
- J. **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.
- K. **NOTIFICATION.** The Contractor shall immediately provide the CO 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 CO.

- L. **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
Department of Real Estate Services
2000 14th Street, 5th Floor
Washington, DC 20009
Telephone (202) 671-1302
wilbur.giles@dc.gov

- M. **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.3. 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 RFP will contain the following clause:

ORDER OF PRECEDENCE

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

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

I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

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

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 COST-REIMBURSEMENT CONTRACTS

If this contract is a cost – reimbursement contract, then only costs determined in writing to be reimbursable by the Contracting Officer, in accordance with the cost principles set forth in rules issued pursuant to Title VI of the Procurement Practices Act of 1985 shall be reimbursable.

I.14 DISCRIMINATION CLAUSES**I.14.1 Anti-Discrimination Clause:**

The Contractor:

- I.14.1.1** 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.14.1.2** Shall include a similar clause in every subcontract, except subcontracts for standard commercial supplies or raw materials;
- I.14.1.3** 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.14.2 Non-Discrimination Clause:

- I.14.2.1** 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.14.2.2** 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.14.2.2.1** 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.14.2.2.2** 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.14.2.2.3** 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.14.2.2.1 and I.14.2.2.2 concerning non-discrimination and affirmative action.
- I.14.2.2.4** 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.14.2.2.2.
- I.14.2.2.5** 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.14.2.2.6** 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.14.2.2.7** 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.14.2.2.8** The Contractor shall include in every subcontract the equal opportunity clauses, subsections I.14.2.2.1 through I.14.2.2.9 of this section, so that such provisions shall be binding upon each subcontractor or vendor.
- I.14.2.2.9** 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.15 AUDITS, RECORDS, AND RECORD RETENTION:**
- I.15.1** 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.15.2** 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.15.3** 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.15.4** 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.15.5** 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.15.6** The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
- I.15.7** 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.

SECTION J: ATTACHMENTS

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

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at www.ocp.dc.gov click on “Solicitation Attachments”
J.2	U.S. Department of Labor Wage Determination No. 2005-2103, Revision No. 10, dated 06/15/2010
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor’s Order 85-85 available at www.ocp.dc.gov click on “Solicitation Attachments”
J.4	Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov click on “Solicitation Attachments”
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
J.7	Tax Certification Affidavit available at www.ocp.dc.gov click on “Solicitation Attachments”
J.8	Collective Bargaining Agreement between Services Employees International Union, Local 32BJ and R&R Janitorial and Building Service, Inc.
J.9	DYRS Incident Notification Form
J.10	DYRS Operation Manual
J.11	Standard Planned Services Schedule
J.12	Recyclable Form
J.13	Inspection Forms
J.14	Master Supplier Information Collection Template – W9 (To be completed by Contractors not in the PASS System)
J.15	The District’s Quality Assurance Review Plan

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 TYPE OF BUSINESS ORGANIZATION

K.1.1 The offeror, by checking the applicable line, 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 offeror 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 offeror 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.

Offeror _____ Date _____

Name _____ Title _____

Signature _____

Offeror ___ has ___ has not participated in a previous contract or subcontract subject to the Mayor’s Order 85-85. Offeror ___ has ___ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed sub-offerors. (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 offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Paragraph 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 offeror shall check one of the following:

_____ No person listed in clause 13 of the SCP (Attachment J.1), “District Employees Not To Benefit” will benefit from this contract.

_____ The following person(s) listed in clause 13 of the SCP (Attachment J.1) may benefit from this contract. For each person listed, attach the affidavit required by clause 13

K.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature of the offeror 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 offeror 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 offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and
- 3) No attempt has been made or will be made by the offeror 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 offeror'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 offeror's organization);

- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2) above 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 offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.6 TAX CERTIFICATION

Each offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.2.

K.7 CERTIFICATION OF ELIGIBILITY

The offeror's signature shall be considered a certification by the signatory that the offeror, 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 offeror'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 offeror. Providing false information may result in criminal prosecution or administrative sanctions.

K.7 METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE

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

If authorized by the offeror(s) resultant contract(s) will be extended to any or all of the listed members as designated by the offeror to purchase at contract prices in accordance with contract terms.

- A. 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(s).
- B. A negative reply will not adversely affect consideration of your proposal.
- C. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contractor(s).
- D. Each participating jurisdiction has the option of executing a separate contract with the awardees. 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 awardee(s), the awardee(s) may withdraw its extension of the award to that jurisdiction.
- E. The issuing jurisdiction 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 awardees.

In pricing section of contract:

OFFEROR'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			

City-Wide Janitorial Services

DCAM-2010-R-0147

___	___	District of Columbia Public Schools	___	___	Prince William Public Schools
___	___	D.C. Water & Sewer Authority	___	___	Pr. William County Service Authority
___	___	Fairfax, Virginia	___	___	Rockville, Maryland
___	___	Fairfax County, Virginia	___	___	Spotsylvania County Schools
___	___	Fairfax County Water Authority	___	___	Stafford County, Virginia
___	___	Falls Church, Virginia	___	___	Takoma Park, Maryland
___	___	Fauquier City. Sch. & Govt., VA	___	___	Vienna, Virginia
___	___	Frederick County, Maryland	___	___	Wash. Metro. Area Transit Authority
___	___	Manassas Public Schools	___	___	Wash. Suburban Sanitary Comm.
___	___	Gaithersburg, Maryland	___	___	Winchester Public Schools
___	___	Greenbelt, Maryland	___	___	Herndon, Virginia
___	___	Manassas, Virginia	___	___	Loudoun County, Virginia
___	___	MD-Nat. Cap. Park & Plng. Comm.			

Vendor Name

K.8 CERTIFICATION OF ENVIRONMENTALLY PREFERABLE PRODUCTS

- K.8.1** The Contractor, by accepting this contract, agrees to supply the District with environmentally preferable and effective products in compliance with the Office of Contracting and Procurement specifications in support of its environmentally preferable purchasing (EPP) initiative.
- K.8.2** The Contractor, by accepting this contract, agrees that its products and services do not contain any prohibited items, ingredients or components delineated in Section H.
- K.8.3** The Contracting Officer may terminate this contract or take other appropriate actions if the Contractor fails to comply or provide adequate supporting documentation to substantiate compliance with the EPP attributes required under this contract.

CERTIFICATION

I, _____, as the officer or employee responsible for the performance of this contract, hereby certify that the deliverables associated with this contract meet the minimum EPP attributes outlined in the solicitation’s specifications and _____’s or proposal.

Signature of Offeror

Date

K-9 SUBCONTRACTING PLAN

Page 1 of 2

PRIME CONTRACTOR INFORMATION:

Company: _____ Street Address: _____ City & Zip Code: : _____ Phone Number: _____ Fax: _____ Email Address: _____	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="text-align: right; margin-right: 50px;"> LSDBE Subcontract Value Percentage Set Aside </div>
Project Name: _____ Address: _____ _____ Project Descriptions: _____ _____ _____	

CONTRACTOR 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: : _____ <div style="text-align: center; margin-left: 150px;">1st, 2nd, 3rd</div> LSDBE Certification Number: _____			Point of Contact: _____ <div style="text-align: right; margin-right: 50px;">Name (Print)</div> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____							
Certification Status: (check all that apply) <table border="1" style="display: inline-table; border-collapse: collapse; margin-left: 10px;"> <tr> <td style="padding: 2px 5px;">SBE:</td> <td style="padding: 2px 5px;">LBE:</td> <td style="padding: 2px 5px;">DBE:</td> <td style="padding: 2px 5px;">DZE:</td> <td style="padding: 2px 5px;">ROB:</td> <td style="padding: 2px 5px;">LRB:</td> </tr> </table>			SBE:	LBE:	DBE:	DZE:	ROB:	LRB:		
SBE:	LBE:	DBE:	DZE:	ROB:	LRB:					

(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; margin-right: 50px;">(Print)</div> Telephone Number: () _____ - _____ Fax Number: () _____ - _____ Email Address: _____	Signature: _____ Title: _____ Date: _____
---	---

Date Plan Received by CO: _____

Report: Acceptable Not Acceptable Contract Number: DCAM-2010-R-0147

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; margin-left: 20px;"> <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: _____ <small>Name (Print)</small> 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						
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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; margin-left: 20px;"> <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: _____ <small>Name (Print)</small> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
SBE:	LBE:	DBE:	DZE:	ROB:	LRB:					

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

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

L.1.2 Initial Offers

The District may award contracts on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a standpoint of cost or price, technical and other factors.

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

One original and four (4) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. DCAM-2010-R-0147, "Janitorial and Related Supplemental Services for District owned and leased facilities."

L.2.1 The Technical Proposal shall include past performance information.

L.2.2 The Price Proposal shall include the following:

L.2.2.1 Price Schedule in Section B.7

L.2.2.2 Certifications and Representations in Section K.

(Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The Offeror shall respond to each factor in a way that will allow the District to evaluate the Offeror's response. The Offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services delivery thereof. The information requested below for the technical proposal shall facilitate evaluation and best value source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in Section C.)

L.3.1 Proposal Submission

Proposals must be submitted no later than **September 8, 2010, by 2:00pm (EST)**. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated

District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

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

L.3.2 Withdrawal or Modification of Proposals

An offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date for receipt of proposals.

L.3.3 Postmarks

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

L.3.4 Late Proposals

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

L.4 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than five (5) days (**September 1, 2010**) prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than five (5) days before the date set for submission of proposals. The District will furnish responses promptly to all other prospective offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

Amendments, if any, will be posted on the OCP website. Offerors are responsible for checking the OCP website daily in the event that amendments are made to a solicitation. (www.ocp.dc.gov)

L.5 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer, Department of Real Estate Services, 2000 14th Street, NW 5th Floor, Washington, DC 20009 (202-671-1302), by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the CO of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the CO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

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

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

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

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

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

L.7 PROPOSALS WITH OPTION YEARS

The offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include option year pricing.

L.8 PROPOSAL PROTESTS

Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are

apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 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 for the solicitation.

L.9 SIGNING OF OFFERS

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

L.10 UNNECESSARILY ELABORATE PROPOSALS

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

L.11 RETENTION OF PROPOSALS

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

L.12 PROPOSAL COSTS

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

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

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

L.14 CERTIFICATES OF INSURANCE

The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in Section I.8 prior to commencing work. Evidence of insurance shall be submitted to:

Wilbur Giles
Department of Real Estate Services
2000 14th Street, 5th Floor
Washington, DC 20009
Telephone (202) 671-1302
wilbur.giles@dc.gov

L.15 ACKNOWLEDGMENT OF AMENDMENTS

The offerors 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 or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

L.16 BEST AND FINAL OFFERS

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

L.17 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

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

L.17.2 A copy of each District of Columbia license, registration 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 (2008), if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

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

L.18 FAMILIARIZATION WITH CONDITIONS

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

L.19 STANDARDS OF RESPONSIBILITY

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

- L.19.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.19.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.19.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.19.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.19.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.19.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.19.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- L.19.8** If the prospective contractor fails to supply the information requested, the Contracting Officer 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 Contracting Officer shall determine the prospective contractor to be nonresponsible.

L.20 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on August 27, 2010 at 10:00 a.m. (EST) at 2000 14th Street, N.W., 8th Floor, Washington, D.C. 20009. Prospective offerors 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 offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the Department's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than five working days after the pre-proposal conference in order to generate an official answer. Official answers will be provided in writing to all prospective offerors who are listed on the official offeror's list as having received a copy of the solicitation. Answers will be posted on the OCP website at www.ocp.dc.gov.

L.21 SUSPENSION OF WORK

- L.21.1** In the event services are not provided or required by the District because the buildings (s) is closed due to unanticipated circumstances, deductions to the Contractor price normally payable to Contractor will be computed as follows.
- L.21.2** The deduction rate in dollars per day will be equal to the per month contract price for the buildings(s), divided by twenty-one (21) days per month. (This will be adjusted as appropriate if some portion of the Contractor's requirements apply to weekends or holidays).
- L.21.3** The deduction rate in dollars per day multiplied by the number of days services were not provided or required will equal the total dollar deduction to be made.
- L.21.4** Deductions will not be made to the extent that the Contractor can demonstrate that payment to employees is required by an incorporated wage determination or union agreement.
- L.21.5** In the event services are provided for portion of days, appropriate adjustments will be made by the COTR to assure the Contractor is compensated for services provided.

SECTION M: EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

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

M.2 TECHNICAL RATING

The Technical Rating Scale is as follows:

<u>Numeric Rating</u>	<u>Adjective</u>	<u>Description</u>
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

For example, if a sub factor has a point evaluation of 0 to 6 points, and (using the Technical Rating Scale) the District evaluates as "good" the part of the proposal applicable to the sub factor, the score for the sub factor is 4.8 (4/5 of 6). The sub factor scores will be added together to determine the score for the factor level.

M.6 EVALUATION STANDARDS

The District proposal evaluation team shall evaluate proposals from Offerors. This team shall evaluate the proposals based on the evaluation criteria specified in Section M.4 and makes recommendation to the CO. The awardee(s) of this contract will be based on the CO’s independent assessment.

Numerical scoring will be used to organize proposals elements under evaluation, but the final selection will be based on the business judgment of the evaluation team, selecting the firm that offers the best balance of price and technical attributes.

Based upon the evaluation criteria described herein, the District proposals evaluation team will select the prospective awardee/s that represents the best value for the District. If the price proposal of the prospective awardee firm/s is acceptable to the District, the District will award this work to said firm/s. If the price proposal of the prospective awardee firm/s is unacceptable to the District and/or requires clarification to achieve acceptability, the District will negotiate any or all elements of the prospective awardee firm/s' proposal. If such negotiations are satisfactory to the District, the District will award the work to the prospective awardee/s at the negotiated and/or clarified price. If with the prospective awardee/s and commence negotiations with the second-rated prospective awardee/s, if any.

The District reserves the right to reject any or all proposals determined to be inadequate or unacceptable or other reasons determined to be in the best interest of the District. The District may make an award on the basis of initial individual proposals received without discussion or oral interviews. Therefore, each proposal should contain the Offeror's best terms. The District may select a "competitive range" of Offerors by eliminating Offerors whose proposals the District does not find susceptible to being made acceptable. The District may also negotiate with individual Offerors and request clarification and revision of individual proposals. The District may hold discussions with and request oral presentations from those firms determined to be in the competitive range and may use the information derived from such presentations, if any, in the evaluation preceding selection of awardee.

M.4 EVALUATION CRITERIA

Selection of Offeror/s for contract award will be based on an evaluation of proposals against the following factors:

M.4.1 TECHNICAL CRITERIA (40 Points)

M.4.1.1 Staffing Plan and Work Schedules (5 Points)

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

M.4.1.2 Quality Control Plan (30 Points)

The Offeror shall develop a Quality Control Plan to identify and correct deficiencies in the quality of services before the level of performance becomes unacceptable. This plan should include reports, records, and logs that contain information relative to the janitorial service of each building such as, but not limited to: service call logs, sign-in sheets, sign-out sheets, training reports, check-lists, service schedules, equipment recommendations, green product preferences, green cleaning plan, supply delivery schedule, strike contingency plan, exposure control plan, and pandemic plan, and etc.

M.4.1.3 Communication Plan (5 Points)

The Offeror shall develop a communication plan detailing how the Offeror 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 Plan shall include, at a minimum, detailed provisions for:

Two-way devices (Blackberry, I-Phone and etc) by all Offerors supervisory staff. Standard procedures for submission of requested documents in electronic (PDF and/or Word Files) and printed format.

M.4.2 PAST PERFORMANCE AND EXPERIENCE (10 Points)**M.4.2.1 Offeror's Experience in Commercial Janitorial Services (5 Points)**

The Offeror shall describe its experience in providing commercial janitorial services. The Offeror shall demonstrate that it, as an entity, has a minimum of three (3) years experience directly with commercial janitorial services. The Contractor shall have satisfied the requirements of at least one municipal contract of similar size and scope to the District's requirement.

M.4.2.2 References (5 Points)

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

M.4.3 ELEGIBILITY (30 Points)**M.4.3.1 Staff Experience and Education (10 Points)**

The Offeror shall identify the key personnel that will be use to perform the work under the proposed contract and provide resumes for each person. The hours that each will devote to the contract shall be provided in total and broken down by task. Resume(s) of proposed contract manager and on-site supervisor(s) demonstrating that the on-site supervisors proposed have at least two (2) years of experience in the commercial janitorial services field and at least one (1) year experience in directing crews on sites of similar size and scope to the District. The contract manager must have demonstrated experience in the commercial janitorial service field and contract administration.

M.4.3.2 Certification (Asbestos Awareness) (5 Points)

The Offeror shall demonstrate that all requested Asbestos training and licensing have been obtained. Refer to Section H.13.8

M.4.3.3 Education/Training (Green Cleaning) (5 Points)

The Offeror shall demonstrate that all requested Green training and licensing have been obtained. Refer to Section H.13.7

M.4.3.4 Education/Training (OSHA and EPA Standards) (10 Points)

The Offeror shall demonstrate that all requested OSHA, EPA and Environmental training and licensing have been obtained. Refer to Section H.13.3

M.4.4 PRICE (20 Points)

The price evaluation will be objective. The offeror/s with the lowest price on the base year and 4 option years for base services will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times 20 \text{ weight} = \text{Evaluated price score}$$

M.4.5 PREFERENCE (12 Points)

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 as stated in Section M.6.

M.4.6 TOTAL (112 Points)

M.5 EVALUATION OF OPTION YEARS

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

M.6 SET ASIDE WITH SBE SUBCONTRACTING SET-ASIDE (SUPPLIES AND SERVICES)**M.6.1 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 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 offers 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.6.1.1 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. Offer responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror fails to submit a subcontracting plan that is required by 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.6.2. Application of Preferences

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

- M.6.2.1** 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 points (3) on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this RFP.
- M.6.2.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive a five points (5) on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.
- M.6.2.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive a five points (5) on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.
- M.6.2.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive a two points (2) on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.

- M.6.2.5** 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 points (2) on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.
- M.6.2.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive a two points (2) on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.
- M.6.2.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive a two points (2) on a 100-point scale added to the overall score for proposals submitted by the VOB in response to this RFP.
- M.6.2.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive a two points (2) on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

M.6.3 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 the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.6.4 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.6.5 VENDOR SUBMISSION FOR PREFERENCES

- M.6.5.1** 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.6.5.1.1** 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.6.5.1.2** 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.6.5.2** 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.6.5.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.6.6 SUBCONTRACTING PLAN

Each subcontracting plan shall include the following:

M.6.6.1 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.6.6.2 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.6.6.3 The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;

M.6.6.4 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.6.6.5 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.6.6.6 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.6.6.7 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.6.6.8 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.6.6.9 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.6.7 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.6.7.1** The dollar amount of the contract or procurement;
- M.6.7.2** A brief description of the goods procured or the services contracted for;
- M.6.7.3** The name and address of the business enterprise from which the goods were procured or services contracted;
- M.6.7.4** Whether the subcontractors to the contract are currently certified business enterprises;
- M.6.7.5** The dollar percentage of the contract or procurement awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- M.6.7.6** A description of the activities the contractor engaged in, in order to achieve the subcontracting requirements set forth in section M.6.1.1; and
- M.6.7.7** 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.6.1.1.

M.6.8 ENFORCEMENT AND PENALTIES FOR BREACH OF SUBCONTRACTING PLAN

- M.6.8.1** 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.6.8.2** 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.