

<b>SOLICITATION, OFFER, AND AWARD</b>		1. Caption Facilities Maintenance DOC		Page of Pages 1   69	
2. Contract Number	3. Solicitation Number  DCFL-2007-R-1011	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source	5. Date Issued  8/3/2007	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside	
7. Issued By: Office of Contracting and Procurement Group VII 441 4th Street, NW, Suite 700 South Washington, DC 20001			8. Address Offer to: Office of Contracting and Procurement Group VII 441 4th Street, NW, Suite 703 South, Bid Counter Washington, DC 20001		

**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 441 4th Street, NW, Suite 703 South, Bid Counter, Washington, DC 20001 until 2:00 PM local time 20-Aug-07  
(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 Patricia Lovelady		B. Telephone (Area Code) 202 (Number) 724-5196 (Ext)		C. E-mail Address <a href="mailto:Patricia.lovelady@dc.gov">Patricia.lovelady@dc.gov</a>
-----------------------------	------------------------------	--	---	--	---

**11. Table of Contents**

(X)	Section	Description	Page No.	(X)	Section	Description	Page No.
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	40
X	B	Supplies or Services and Price/Cost	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	Specifications/Work Statement	7	X	J	List of Attachments	47
	D	Packaging and Marking	16	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	Inspection and Acceptance	17	X	K	Representations, certifications and other statements of offerors	48
X	F	Deliveries or Performance	18				
X	G	Contract Administration Data	20	X	L	Instructions, conditions & notices to offerors	51
X	H	Special Contract Requirements	26	X	M	Evaluation factors for award	62

**OFFER**

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 180 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	<input type="checkbox"/> 10 Calendar days %	<input type="checkbox"/> 20 Calendar days %	<input type="checkbox"/> 30 Calendar days %	<input type="checkbox"/> ___ Calendar days %
---------------------------------	---	---	---	--

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

15B. Telephone (Area Code) (Number) (Ext)	15 C. Check if remittance address is different from above - Refer to Section G <input type="checkbox"/>	17. Signature	18. Offer Date
--	---	---------------	----------------

**AWARD (TO BE COMPLETED BY GOVERNMENT)**

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation

22. Name of Contracting Officer (Type or Print) Lucy T. Jackson	23. Signature of Contracting Officer (District of Columbia)	24. Award Date
--	---	----------------



**SECTION B: SUPPLIES OR SERVICES AND COSTS/PRICES**

**B.1** The Government of the District of Columbia, Office of Contracting and Procurement (OCP), on behalf of the Department of Corrections (DOC), seeks a contractor to perform preventative, routine, urgent and remedial facilities maintenance and repairs at the Central Detention Facility (CDF) correctional complex located at 1900 D Street SE, Washington DC 20003.

**B.2** The District contemplates award of a firm fixed price contract with time and materials components.

**B.3 PRICE SCHEDULE - FIRM FIXED PRICE AND TIME AND MATERIALS**

**B.3.1 BASE YEAR Firm Fixed Price**

Contract Line Item No. (CLIN)	Item Description	Quantity /Unit	Monthly Price	Total Price
0001	Services as described in Section C.5.3 during the transition period, from date of award through 90 days thereafter.	3 months		\$ _____
0002	Complete facility maintenance services during normal working hours as set forth in Section C.5. Include all direct and indirect costs, such as labor, overhead, supplies, utilities, training, travel, equipment, leases. (Provide detailed supporting documentation in Pricing Proposal.)	9 months		\$ _____
<b>Total for B.3.1</b>				\$ _____

**B.3.2 BASE YEAR Time and Materials**

Contract Line Item No. (CLIN)	Item Description	Not to Exceed Cost
0003	All Reimbursable supplies, materials and parts required to perform services specified in Section C.5, at cost.	\$ _____
0004	Labor rates for all categories of service required to provide DOC with complete facility maintenance during off hours and holidays. (List hourly rates for each labor category proposed.)	\$ _____
<b>Total for B.3.2</b>		\$ _____

**TOTAL FOR BASE YEAR \$ \_\_\_\_\_**

**B.3.3 OPTION YEAR ONE Firm Fixed Price**

Contract Line Item No. (CLIN)	Item Description	Quantity/ Unit	Monthly Price	Total Price
1002	Complete facility maintenance services during normal working hours as set forth in Section C.5. Include all direct and indirect costs, such as labor, overhead, supplies, utilities, training, travel, equipment, leases. (Provide detailed supporting documentation in Pricing Proposal.)	12 months		\$ _____
<b>Total for B.3.3</b>				

**B.3.4 OPTION YEAR ONE - Time and Materials**

Contract Line Item No. (CLIN)	Item Description	Not to Exceed Cost
1003	All Reimbursable supplies, materials and parts required to perform services specified in Section C.5, at cost.	\$ _____
1004	Labor rates for all categories of service required to provide DOC with complete facility maintenance during off hours and holidays. (List hourly rates for each labor category proposed.)	\$ _____
<b>Total for B.3.4</b>		\$ _____

**TOTAL FOR OPTION YEAR ONE \$ \_\_\_\_\_**

**B.3.5 OPTION YEAR TWO Firm Fixed Price**

Contract Line Item No. (CLIN)	Item Description	Quantity/ Unit	Monthly Price	Total Price
2002	Complete facility maintenance services during normal working hours as set forth in Section C.5. Include all direct and indirect costs, such as labor, overhead, supplies, utilities, training, travel, equipment, leases. (Provide detailed supporting documentation in Pricing Proposal)	12 months		\$ _____
<b>Total for B.3.5</b>				

**B.3.6 OPTION YEAR TWO - Time and Materials**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Not to Exceed Cost</b>
<b>2003</b>	All Reimbursable supplies, materials and parts required to perform services specified in Section C.5, at cost.	\$ _____
<b>2004</b>	Labor rates for all categories of service required to provide DOC with complete facility maintenance during off hours and holidays. (List hourly rates for each labor category proposed.)	\$ _____
<b>Total for B.3.6</b>		\$ _____

**TOTAL FOR OPTION YEAR TWO \$ \_\_\_\_\_**

**B.3.7 OPTION YEAR THREE Firm Fixed Price**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Quantity/ Unit</b>	<b>Monthly Price</b>	<b>Total Price</b>
<b>3002</b>	Complete facility maintenance services during normal working hours as set forth in Section C.5. Include all direct and indirect costs, such as labor, overhead, supplies, utilities, training, travel, equipment, leases. (Provide detailed supporting documentation in Pricing Proposal)	<b>12 months</b>		\$ _____
<b>Total for B.3.7</b>				

**B.3.8 OPTION YEAR THREE - Time and Materials**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Not to Exceed Cost</b>
<b>3003</b>	All Reimbursable supplies, materials and parts required to perform services specified in Section C.5, at cost.	\$ _____
<b>3004</b>	Labor rates for all categories of service required to provide DOC with complete facility maintenance during off hours and holidays. (List hourly rates for each labor category proposed.)	\$ _____
<b>Total for B.3.8</b>		\$ _____

**TOTAL FOR OPTION YEAR THREE \$ \_\_\_\_\_**

**B.3.9 OPTION YEAR FOUR Firm Fixed Price**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Quantity/ Unit</b>	<b>Monthly Price</b>	<b>Total Price</b>
<b>4002</b>	Complete facility maintenance services during normal working hours as set forth in Section C.5. Include all direct and indirect costs, such as labor, overhead, supplies, utilities, training, travel, equipment, leases. (Provide detailed supporting documentation in Pricing Proposal)	<b>12 months</b>		\$_____
<b>Total for B.3.9</b>				

**B.3.10 OPTION YEAR FOUR - Time and Materials**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Not to Exceed Cost</b>
<b>4003</b>	All Reimbursable supplies, materials and parts required to perform services specified in Section C.5, at cost.	\$_____
<b>4004</b>	Labor rates for all categories of service required to provide DOC with complete facility maintenance during off hours and holidays. (List hourly rates for each labor category proposed.)	\$_____
<b>Total for B.3.10</b>		\$_____

**TOTAL FOR OPTION YEAR FOUR \$\_\_\_\_\_**

**B.3.11 GRAND TOTAL**

	<b>Item Description</b>	<b>Total Fixed Price and Estimated Costs</b>
<b>Base Year</b>	Price for Transition period, Firm Fixed Prices and Time and Materials Total of B.3.1 + B.3.2	\$ _____
<b>Option Year 1</b>	Firm Fixed Price and Time and Materials Total of B.3.3 + B.3.4	\$ _____
<b>Option Year 2</b>	Firm Fixed Price and Time and Materials Total of B.3.5 + B.3.6	\$ _____
<b>Option Year 3</b>	Firm Fixed Price and Time and Materials Total of B.3.7 + B.3.8	\$ _____
<b>Option Year 4</b>	Firm Fixed Price and Time and Materials Total of B.3.9 + B.3.10	\$ _____
<b>Grand Total</b>		\$ _____

**SECTION C: SPECIFICATIONS/WORK STATEMENT**

**C.1 SCOPE:**

**C.1.1** The District of Columbia Department of Corrections is seeking a contractor to provide qualified staff to perform preventative, routine, urgent and remedial facilities maintenance and repair as well as corrective maintenance and repair services at the Central Detention Facility (CDF) correctional complex located at 1900 D Street SE, Washington DC 20003, between the hours of 7 AM and 7 PM Monday through Friday 52 weeks a year. In addition to being on the premises during the hours of 7AM through 7 PM Monday through Friday, the contractor shall be required to respond to all requirements for maintenance and repair services when requested 24 hours a day, seven (7) days a week.

**C.1.2** The Contractor shall coordinate the transition of all services from current status to full start up. During the transition period the Contractor shall document all service requests, schedules, and delivery in the District’s Computerized Maintenance Management System (CMMS), MicroMain, as well as train and complete facility management staff orientation prior to start date of the contract. All preventative maintenance activities must be performed per industry standard or manufacturers’ standards as documented in MicroMain. All maintenance activities, including but not limited to routine maintenance, unscheduled maintenance, scheduled maintenance, preventative maintenance, and corrective actions must be performed to specifications and documented in MicroMain. (See detailed requirements for transition, Section C.5.3.)

**C.2 APPLICABLE DOCUMENTS**

Applicable documents are listed in the table below:

**Table 1 – Applicable Documents**

Document No.	Document Type	Title	Version
1	D.C. Law	D.C. Law 15-30, D.C. Official Code §24.211.02 Central Detention Facility Monitoring Temporary Amendment Act of 2003"	June 20, 2007
2	D.C. Law	DC Environmental Policy Act <a href="http://government.westlaw.com/linkedslice/default.asp?SP=DCC-1000">http://government.westlaw.com/linkedslice/default.asp?SP=DCC-1000</a>	Current
3	ACA Standard	American Correctional Association (ACA) Standards for Adult Local Detention Facilities	4 <sup>th</sup> Edition
4	Regulation	U.S. Code Title 40, Protection of the Environment <a href="http://www.epa.gov/epahome/lawregs.htm">http://www.epa.gov/epahome/lawregs.htm</a>	Current
5	D.C. Program Statement	Facilities Management Program Statement, Number 7500.2	Current

<b>Document No.</b>	<b>Document Type</b>	<b>Title</b>	<b>Version</b>
6	D.C. Program Statement	Emergency Evacuation Plan Program Statement	Current
7	D.C. Program Manual	CDF Emergency Plan Program Manual	Current
8	D.C. Program Manual	Environmental Safety and Sanitation Manual Number 2920.4	March 1, 2002
9	Change Notice	SN-1 ESS- Automated Reporting and Monitoring for Maintenance Problems	Current
10	D.C. Program Statement	Retention and Disposal of Department Records, Number 2000.2	April 6, 2001
11	D.C. Program Statement	Fire Safety, Number 2920.1B	March 9, 2001
12	D.C. Program Statement	Sexual Harassment Against Employees, Number 3310.4G	June 21, 2004
13	District Order	District Order Personnel Management, The Employee and Inmate Relationship, Number 3350.1	June 29, 1992
14	D.C. Program Statement	Sexual Misconduct Against Inmates, Number 3350.2D	July 10, 2002
15	D.C. Program Manual	Employee Attire, Number 3360.2C	August 1, 2004
16	D.C. Program Statement	Employee ID Cards, Number 3370.1A	March 9, 2001
17	D.C. Program Statement	Security Inspection, Number 5010.1A	January 30, 2004
18	D.C. Program Statement	Contraband Control, Number 5010.3B	October 31, 2003
19	D.C. Program Statement	Entrance and Exit Procedures, Number 5020.1A	April 15, 2002
20	D.C. Program Statement	Tool Control, Number 5022.1B	October 6, 2003
21	D.C. Program Statement	Key Control, Number 5320.1A	July 1, 2004

### C.3 DEFINITIONS

- C.3.1 **ACA** - American Correctional Association
- C.3.2 **After-hours** - is defined as hours between 7PM and 7AM.
- C.3.3 **Consumable Parts and Materials** – is defined as non-durable parts and materials that are utilized in the operation and maintenance of building systems.
- C.3.4 **Critical spare parts**- are those necessary to insure continuous operation and facility reliability
- C.3.5 **DDC** – Direct Digital Control system
- C.3.6 **DEQ** - Department of Environmental Quality
- C.3.7 **Emergency requests** - are defined as requests for repairs of such critical or important nature that delaying the repairs may cause undue harm to individual(s), building systems, or seriously impact business operations.
- C.3.8 **EPA** – U.S. Environmental Protection Agency
- C.3.9 **HVAC** - Heating, Ventilation and Air Conditioning
- C.3.10 **Normal operating business hours** - are 7:00 a.m. to 7:00 p.m. EST. These hours are subject to change as business requirements dictate.
- C.3.11 **OSHA** - Occupational Safety and Health Administration
- C.3.12 **VAV** - Variable Air Volume

### C.4 BACKGROUND

- C.4.1 The District of Columbia DOC provides public safety by ensuring the safe, secure and humane confinement of pretrial male and female detainees, sentenced misdemeanants, and sentenced felons awaiting transfer to federal institutions. DOC is a major component of the District's public safety cluster. Effective management and operation of the District's correctional system contributes to stronger feelings of confidence and security within the community. The DOC is guided by principles that foster a professional and orderly custodial environment that provides for the basic personal needs and safety of inmates.
- C.4.2 The CDF consists of three (3) buildings containing a total of 275,799 square feet on a 7.28 acre site. The details of square footage per building are set forth below:

**Table 1 – Building Square Footage**

<b>Building</b>	<b>Gross Interior Square Feet</b>	<b>No. of Floors</b>
Administrative	114,525	5
Inmate Housing – South Module	80,637	3
Inmate Housing – North Module	80,637	3

- C.4.3 Currently, DOC employees perform the services required under this contract.

**C.5 REQUIREMENTS**

**C.5.1 GENERAL REQUIREMENTS**

The following general requirements apply to all areas of contractor performance:

**C.5.1.1** The Contractor shall provide a skilled workforce, with the necessary qualifications, certifications, and experience to perform the full scope of services that are required to maintain the facilities. The required response times are shown in the following table:

**Table 2 - Required Response Times**

<b>TYPE OF EMERGENCY SERVICE</b>	<b>FREQUENCY</b>	<b>RESPONSE TIME: NORM HRS</b>	<b>RESPONSE TIME: AFTER HRS</b>
Emergency Generator	As Occurs	30 minutes	2 hours
HVAC	As Occurs	60 minutes	2 hours
Fire Alarm	As Occurs	60 minutes	60 min.
Fire Sprinkler	As Occurs	60 minutes	60 min.
Electrical Systems	As Occurs	60 minutes	2 hours
Security Systems	As Occurs	60 minutes	60 min.
Lighting	As Occurs	60 minutes	2 hours
Plumbing and Sewer	As Occurs	60 minutes	60 min.
Diesel Fuel Systems	As Occurs	60 minutes	2 hours

**C.5.1.2** The Contractor shall provide a continuously updated personnel roster of all employees providing services to the DOC. The Contractor personnel roster shall include the employee's name, job title, location, and contact information.

**C.5.1.3** The Contractor shall replace key personnel within 48 hours with equally qualified personnel so that the District does not suffer from discontinuity of service and the life safety and litigation risks resulting from discontinuity of service.

**C.5.1.4** The Contractor shall obtain approval of the COTR before making offers of employment to any staff that will be located at the facility. The District reserves the right to demand that the Contractor remove any

employee upon the COTR's request if the COTR determines that the employee poses an unacceptable level of risk to the health or safety of staff or offenders, security of the DOC facility or quality of the service provided by the Contractor.

- C.5.1.5** The Contractor shall be reimbursed for all supplies, materials and parts up to \$500.00 per purchase, at cost. In the event supplies, materials and parts are required that exceed \$500.00 per purchase, the Contractor shall include an itemization of the supplies, materials and parts on the monthly invoice and the DOC shall reimburse the Contractor based upon the Contractor's cost for the supplies, materials and parts. Any purchase of supplies, materials and parts that exceeds \$500.00 must be approved by the COTR before the purchase is made. The ceiling amount will be reviewed monthly and may be adjusted via a contract modification during the resulting contract term.
- C.5.1.6** The Contractor shall store all tools in accordance with DOC and ACA Standards and Policies at all times. (See attachment **J.15**)
- C.5.1.7** The Contractor shall complete facility management staff orientation prior to any new employee starting work on the Contract.
- C.5.1.8** The Contractor shall perform all preventative maintenance activities per industry standard or manufacturers' standards as documented in MicroMain.
- C.5.1.9** The Contractor shall maintain on each site a current hard copy record set of material safety data sheets (MSDS) for all items that pose a physical or health hazard.
- C.5.1.10** The Contractor shall follow all DC-OSHA regulations in using and handling all hazardous materials.
- C.5.1.11** The Contractor shall implement and operate the DOC owned CMMS, which has the capability to perform the following at each facility: organize and track inventory, manage equipment costs, track equipment history, schedule preventive maintenance tasks, maintain labor records, allocate resources, generate work orders, requisition and purchase parts, and project equipment failure.
- C.5.1.12** The Contractor shall operate CMMS within the guidelines of the system and produce the following reports on-demand, at a minimum: asset reports, equipment reports, labor reports, purchasing reports, scheduling reports, statistical predictive maintenance reports, work request reports, work order reports and work order completion reports.

- C.5.1.13** The Contractor shall coordinate, supervise, and approve all work performed under the contract, and shall ensure that service personnel adhere to appropriate procedures, conduct, and standards while on-site.
- C.5.1.14** The Contractor shall develop an annual maintenance strategy and supporting budget for the maintenance program.
- C.5.1.15** The Contractor shall make annual recommendations on capital spending based on a clear system performance and least maintenance life cycle cost basis.
- C.5.1.16** The Contractor shall identify options, prepare analyses, provide expertise, and make recommendations relating to new maintenance procedures, new building system technologies, equipment overhauls, repair vs. replacement, installation of new equipment, and disposal of obsolete equipment for submission to the COTR, as needed. Recommendations will draw on industry best practices, new technology developments, and the Contractor's experience.
- C.5.1.17** The Contractor shall develop and submit recommendations to the COTR relating to comprehensive planning, scheduling, and work control procedures within six months after execution of the contract.
- C.5.1.18** The Contractor shall develop a performance measurement reporting system that will furnish performance feedback on critical systems, compliance, safety, efficiency, budgetary variance, schedule variance, customer satisfaction, productivity, quality, workload management, and other issues deemed important. The DOC facilities shall be audited using the information in the MicroMain system. The Contractor must achieve 95% rating for priority 2 and 98% rating for priority 1 work requests on monthly basis.
- C.5.1.19** The Contractor shall present performance trends, explain progress on key dimensions, and proactively suggest strategies and tactics to continuously improve the maintenance performance, cost structure, and customer satisfaction with overall facilities services by end of first year and at the end of every subsequent year during the term of the contract, if options are exercised.

## **C.5.2 Specialized Requirements**

The specialized requirements below are listed by the six specific areas the Contractor shall be responsible for the operations, maintenance and repair.

**Central Plant Operations:**

- C.5.2.1** The Contractor shall provide water treatment for chilled water system and scheduled chemical analysis along with appropriate documentation.
- C.5.2.2** The Contractor shall provide plant operators with experience operating and maintaining York 400 ton centrifugal chillers, Trane 450 ton chillers and Baltimore Air Coil (BAC) cooling towers.

**Electrical/Building Power Systems:**

- C.5.2.3** The Contractor shall provide staff experienced with 480 VAC/3 phase power distribution systems and motor control centers.
- C.5.2.4** The Contractor shall perform electrical projects in-house to accommodate tenants and clients' power needs (run circuits, install receptacles, and install new fixtures).
- C.5.2.5** The Contractor shall maintain an annual lighting inventory.

**HVAC Systems:**

- C.5.2.6** The Contractor shall maintain and repair all air handling units to include complete service and repair.
- C.5.2.7** The Contractor shall replace HVAC filters in accordance with manufacturer's schedule.
- C.5.2.8** The Contractor shall maintain and repair VAV Boxes, including component replacement when necessary.
- C.5.2.9** The Contractor shall procure and perform in-house installations of new and repaired pumps.
- C.5.2.10** The Contractor shall operate and maintain Johnson Controls DDC HVAC system.
- C.5.2.11** The Contractor shall maintain pneumatic air system for all HVAC Systems.

**Systems/Equipment Preventative Maintenance:**

- C.5.2.12** The Contract shall perform preventative maintenance on the Fire/Life Safety System and Fire Sprinkler System.
- C.5.2.13** The Contractor shall perform preventative maintenance on the Fire Pump, which will be switched on weekly and be given regularly scheduled in-house maintenance such as oil and filter changes.

- C.5.2.14** The Contractor shall perform preventative maintenance on the three (3) 500KVA Caterpillar generator sets, which will be switched on weekly and scheduled for on-going fuel inventory checks.
- C.5.2.15** The Contractor shall perform preventative maintenance on the two (2) 400 ton York centrifugal chillers.
- C.5.2.16** The Contractor shall perform preventative maintenance on the two (2) 450 ton TRANE CSN chillers.

**Doors, Hinges, Locks and Security Locking Devices:**

- C.5.2.16** The Contractor shall provide a factory trained Southern Steel/Southern Folger certified detention grade locksmith to perform all installations and repairs in-house.
- C.5.2.17** The Contractor shall complete in-house repair electronic control system.
- C.5.2.18** The Contractor shall operate on-site KEYWATCH key control system to include on-site security key cutting equipment.

**Miscellaneous In-house Service and Repairs:**

- C.5.2.19** The Contractor shall perform all services and repair to the plumbing systems.
- C.5.2.20** The Contractor shall perform all services and repair to the laundry equipment.
- C.5.2.21** The Contractor shall replace all broken glass as needed, including procurement and installation of security grade glass in pods and cells when necessary.
- C.5.2.22** The Contractor shall provide all welding and fabrication services needs, including fabrication of parts using arc and mig welding expertise when necessary.
- C.5.2.23** The Contractor shall provide carpentry service needs, including performing light carpentry work when possible to accommodate tenant and client requests.

**C.5.3 TRANSITION REQUIREMENTS**

The following services shall be completed during the first 90 days of the initial Contract term and the results shall be documented in MicroMain and reported to the COTR:

- C.5.3.1** The Contractor shall tour the jail, interview all the maintenance management and staff as to job requirements, identify all the existing equipment and system vendors.
- C.5.3.2** The Contractor shall obtain and review all manuals associated with existing equipment and systems.
- C.5.3.3** The Contractor shall get vendor and manufacturer points of contact.
- C.5.3.4** The Contractor shall physically inspect all equipment and systems, document the condition.
- C.5.3.5** The Contractor shall identify patterns of maintenance issues or problem areas based on review of two years worth of service requests.
- C.5.3.6** The Contractor shall interview all security and civilian line managers to obtain their perspective on the level and quality of maintenance.
- C.5.3.7** The Contractor shall review ACA and applicable District and Federal Standards associated with Maintenance and Operations in Correctional Facilities and develop a plan for compliance.
- C.5.3.8** The Contractor shall review existing inmate grievances related to maintenance issues.
- C.5.3.9** The Contractor shall perform a complete inventory to validate the DOC-furnished inventory of maintenance tools and equipment
- C.5.3.10** The Contractor shall train and complete contractor facility management staff orientation prior to start date of the contract.

**C.5.4 Security Requirements:**

- C.5.4.1** The Contractor shall read and comply with all security requirements, processes and procedures that are stated in Program Manuals as well as Program Statements listed in Section J.4 through J.16 of this solicitation. In addition, the Contractor shall adhere to all internal program policy statements and procedures that will be made available after award.

**SECTION D: PACKAGING AND MARKING**

Not Applicable

**SECTION E: INSPECTION AND ACCEPTANCE**

The inspection and acceptance requirements for the resultant 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.

**SECTION F: DELIVERIES OR PERFORMANCE**

**F.1 TERM OF CONTRACT**

The term of the contract shall be for a period of one year from date of award. The initial term shall include a startup/transition period of ninety (90) days.

**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 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 a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

**F.2.3** The price for the option period shall be as specified in 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**

**F.3.1** The Contractor shall deliver the following reports:

**Table 3 - Deliverables**

<b>Contract Reference</b>	<b>Deliverable</b>	<b>Quantity</b>	<b>Format/Method of Delivery</b>	<b>Due Date</b>	<b>To Whom</b>
<b>C.5.1.12</b>	On-Demand CMMS reports	2	1 electronic and 1 hard copy	As specified by COTR within 30 days of contract award	COTR
<b>C.5.1.14</b> <b>C.5.1.15</b>	Annual Budget and Maintenance Annual Budget and Maintenance Strategy	2	1 electronic and 1 hard copy	As specified by COTR within 30 days of contract award	COTR
<b>C.5.1.16</b>	Revisions to Comprehensive	2	1 electronic and 1 hard copy	As needed	COTR

	Maintenance Procedures and Plans				
<b>C.5.1.17</b>	Comprehensive planning and scheduling report	2	1 electronic and 1 hard copy	Within six (6) months after contract award	COTR
<b>C.5.1.18</b>	Performance Measures Reporting System and Reports	2	1 electronic and 1 hard copy	As specified by COTR within 30 days of contract award	COTR
<b>C.5.1.19</b>	Annual Facilities Maintenance Report	2	1 electronic and 1 hard copy	Annually, by end of each twelve month period	COTR
<b>C.5.3.7</b>	Compliance Plan for Maintenance and Operations in Correctional Facilities	2	1 electronic and 1 hard copy	No later than 90 days after contract award	COTR
<b>C.5.3.9</b>	Tools and Equipment Inventory	2	1	later than 90 days after contract award	COTR

**F.3.2** The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 of this contract that 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, final payment to the Contractor may not be paid.

## **SECTION G: CONTRACT ADMINISTRATION DATA**

### **G.1 INVOICE PAYMENT**

**G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

**G.1.2** The District will pay the Contractor on or before the 30<sup>th</sup> 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 (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

Loretta A. Braxton  
Cluster Comptroller  
Public Safety & Justice  
300 Indiana Avenue, NW  
Suite 4068  
Washington, DC 20001  
Phone: (202) 727-4854  
Fax: (202) 724-7518  
[loretta.braxton@dc.gov](mailto:loretta.braxton@dc.gov)

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

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

**G.2.2.2** Contract number and invoice number;

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

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

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

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

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

**G.2.2.8** An invoice will be provided monthly on a per facility basis for services rendered. The invoice shall provide line item breakdowns for the following:

- a. Fixed Monthly Facility Maintenance price.
- b. The monthly fees charged for after hours, holiday and/or emergency work detailing the dates for said work and a description of the work performed based upon the hourly rates agreed to.
- c. Costs for materials, supplies and parts, including itemization of any costs in excess of \$500.00 for such materials, supplies and parts that have been purchased to support this contract. The Contractor shall provide a copy of the invoice and the DOC shall reimburse at the Contractor's cost.

**G.2.2.9** Authorized signature.

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

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

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

## **G.4 PAYMENT**

### **G.4.1. COST REIMBURSEMENT CEILING FOR TIME AND MATERIALS COMPONENTS**

- a) Cost reimbursement ceilings and rates for reimbursement of labor and material costs for the contract are set forth in Section B.3 of the Schedule. Materials shall be reimbursed at actual cost with no mark-up.
- b) The costs for performing the contract shall not exceed the total cost specified in Section B.11 of the Schedule as set forth in the contract.
- c) The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under this contract within the cost reimbursement ceilings.
- d) The Contractor must notify the Contracting Officer, in writing, whenever it has reason to believe that the total cost for the performance of this contract will be either greater or substantially less than the cost reimbursement ceilings.
- e) As part of the notification, the Contractor must provide the Contracting Officer a revised estimate of the total cost of performing this contract.
- f) The District is not obligated to reimburse the Contractor for costs incurred in excess of the cost reimbursement ceiling specified in Section B.3 listed in the Contract and the Contractor is not obligated to continue performance under the contract (including actions under the Termination clauses of the contract), or otherwise incur costs in excess of the cost reimbursement ceilings specified in B.3 listed in the contract, until the Contracting Officer notifies the Contractor, in writing, that the estimated cost has been increased and provides revised cost reimbursement ceilings for performing the contract.
- g) No notice, communication, or representation in any form from any person other than the Contracting Officer shall change the cost reimbursement ceilings. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the costs reimbursement ceilings, whether such costs were incurred during the course of contract performance or as a result of termination.
- h) If any cost reimbursement ceiling specified in B.3.2 listed in the contract is increased, any costs the Contractor incurs before the increase that are in excess of the previous cost reimbursement ceiling shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

- i) A change order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in B.3 as set forth in the Contract, unless the change order specifically increases the cost reimbursement ceiling.

## **G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

- G.5.1** In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.
- 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 3<sup>rd</sup> day after the required payment date for meat or a meat product;
  - b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
  - c) the 15<sup>th</sup> 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 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a 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 lower-tier 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 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> 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.7 CONTRACTING OFFICER (CO)**

Contracts will be entered into and signed on behalf of the District only by the CO. The name, address and telephone number of the CO is:

Lucy T. Jackson  
Group VII  
441 4<sup>th</sup> Street NW

Suite 700  
Washington DC, 2001  
202-724-4233

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

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

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

- G.9.1** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring of the contract, of ensuring that the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

Name: Thomas P. Hoey  
Title: Information Services Director  
Agency: D.C. Department of Corrections  
Address: 1923 Vermont Avenue NW.,  
Washington D.C. 20001  
Telephone: 202-671-2053  
Fax: 202-671-0169  
e-mail: Thomas.Hoey@dc.gov

- G.9.2** The COTR does not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.
- G.9.3** The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; 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.1.2** 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.1.3** The Contractor shall negotiate an Employment Agreement with the 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. 4 Dated July 5, 2007 (Attachment J.1), issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Section J.1.1 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

### **H.3 PUBLICITY**

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

### **H.4 FREEDOM OF INFORMATION ACT**

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

send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

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

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

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

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

**H.5.3** The Contractor shall submit to DOES, no later than the 10<sup>th</sup> each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifies its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

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

- H.5.4** If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.
- H.5.5** With the submission of the Contractor's final request for payment from the District, the Contractor shall:
- (1) Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or
  - (2) Submit a request to the Contracting Officer for a waiver of compliance with section H.5.4 and include the following documentation:
    - (a) Material supporting a good faith effort to comply;
    - (b) Referrals provided by DOES and other referral sources;
    - (c) Advertisement of job openings listed with DOES and other referral sources; and
    - (d) Any documentation supporting the waiver request pursuant to section H.5.6.
- H.5.6** The Contracting Officer may waive the provisions of section H.5.4 if the Contracting Officer finds that:
- (1) A good faith effort to comply is demonstrated by the Contractor;
  - (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
  - (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
  - (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.
- H.5.7** Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.
- H.5.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 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 the contract any decision of the Contracting Officer 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 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.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

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

**H.8 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.**

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

**H.9 DISTRICT RESPONSIBILITIES**

**H.9.1** The District will provide storage space for equipment, tools, materials, supplies, and cleaning supplies in the form of existing maintenance and storage space at each facility. Storage Space: Any additional storage space requirement for items such as air filters, etc. shall be arranged by the Contractor at their own cost.

**H.9.2** The District shall be responsible for the initial purchase of all tools to support preventive and corrective maintenance services provided by the Contractor. The District shall take an inventory of all tools before the Contract start date. Upon expiration of the Contract, the District shall again take inventory of the tools. All tools shall be in good working condition with normal wear and tear excepted.

**H.9.3** The District will supply all hardware, software and all training and technical support for the MicroMain system for the term of the Contract.

**H.9.4** The DOC will provide the Contractor with direct, real-time access to MicroMain data of all contracted facilities through Internet or secured Intranet application.

**H.9.5** The District shall provide the Contractor use of a PC and printer that will allow the Contractor the ability to communicate via electronic mail with the appropriate DOC staff. In the event of damage to the PC or printer caused by the Contractor's staff, the Contractor shall be responsible for replacement of the equipment

**H.10 CONTRACTOR RESPONSIBILITIES**

**H.10.1** The Contractor shall provide all telecommunication equipment (One (1) telephone line and One (1) fax line will be needed per DOC facility participating in this Contract), service and repair required to perform under this Contract.

**H.10.2** The Contractor shall pay its monthly communications bill including telephone and facsimile (the DOC may deduct this amount from the monthly invoice fee).

**H.10.3** The Contractor shall provide at no additional cost, all office equipment and supplies necessary for operation under this contract.

**H.10.4** The Contractor shall be responsible for providing all preventive maintenance materials, parts, supplies, and consumables. Materials, parts, supplies and consumables will be reimbursed at cost. Contractor shall submit detailed itemization with invoices for purchases exceeding \$500.

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

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

### **H.11.1 Examination of Costs.**

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

### **H.11.3 Cost or pricing data.**

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

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

- d) Performance of the contract, subcontract or modification.

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

**H.11.4.1** The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

**H.11.4.2** This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

#### **H.11.5 Reports.**

If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating:

- a) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
- b) The data reported.

#### **H.11.6 Availability.**

The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in clauses H.11.1 through H.11.5, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in the solicitation, or for any longer period required by statute or by other clauses of this contract. In addition:

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

**H.11.7** The Contractor shall insert a clause containing all the terms of this clause, including this section H.11.7, in all subcontracts under this contract that exceed the small purchase threshold of \$100,000, and:

- a) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price re-determinable type or any combination of these;
- b) For which cost or pricing data are required; or
- c) That requires the subcontractor to furnish reports as discussed in H.11.5 of this clause.

## **H.12 ENVIRONMENTALLY PREFERABLE JANITORIAL PRODUCTS**

### **H.12.1 Environmentally Preferable Product Goals**

- H.12.1.1** 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.12.1.2** 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.12.2 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.12.3 Prohibited Cleaning Products**

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

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

## Methyl Ethyl Ketone

### **H.12.4 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.12.4.1 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.12.4.2 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.12.4.3 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.12.4.4 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.12.4.5 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.12.4.6 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.12.5 Packaging Reduced/Recyclable**

**H.12.5.1** If possible, the Contractor shall use products that are in reusable, refillable, or recyclable containers or are otherwise made from recycled content products.

**H.12.5.2** No products shall be delivered in aerosol cans.

**H.12.5.3** 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.12.6 Product Safety**

**H.12.6.1** 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.13 ENVIRONMENTALLY PREFERABLE SOLVENT PRODUCTS**

### **H.13.1 Environmentally Preferable Products Goals**

**H.13.1.1** 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.13.1.2** 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.13.2 Environmentally Preferable Solvent Products

- H.13.2.1** Solvents are fluids or a mixture of fluids capable of dissolving substances to produce compositions for industrial value.
- H.13.2.2** Solvent products subject to the requirements of this clause include, but are not limited to, the following classes:
- A **Alcohols**. Alcohols are solvents that dissolve substances such as shellacs, vinyls, acrylics, epoxies and silicones.
  - B **Aliphatic Hydrocarbons**. Aliphatic hydrocarbons are solvents often found in coatings and insecticides. Commonly used as degreasers and solvents for acrylics and epoxies. Common aliphatics include mineral spirits, paint thinner, petroleum distillates, VM&P Naphtha, kerosene, gasoline and heptane (all of which are extremely flammable).
  - C **Aromatic Hydrocarbons**. Aromatic hydrocarbons are substances used in printing, fiberglass-reinforced products, glues and veneers. Common aromatics include toluene (toluol), xylene (xylol), coal-tar naphtha, styrene and benzene.
  - D **Chlorinated Hydrocarbons**. Chlorinated hydrocarbons are commonly used degreasers, dry cleaning agents, rubber solvents and paint strippers found in coatings, resins and tars. Common chemicals in this class include perchloroethylene, methylene chloride, carbon tetrachloride, methyl chloroform and trichloroethylene.
  - E **Glycols**. Glycols, which are water-soluble solvents used as lubricants, are found in cosmetics, coatings, resins and dyes. Glycol ethers include butyl cellusolve (2-butoxyethanol), cellusolve (2-ethoxyethanol), methyl cellusolve (2-methoxyethanol), and cellusolve acetate (2-ethoxyethyl acetate). Most common glycol ethers are combustible.
  - F **Esters**. Esters have differing chemical properties depending on their use including methyl formate, ethyl acetate, isopropyl acetate, methyl acetate, secamylacetate, and isoamyl acetate (banana oil).
  - G **Ethers**. Ethers are ingredients in dyes, resins, waxes, cellulose nitrate and fuels, including ethyl ether, tetrahydrofuran, dioxane and isopropyl ether.
  - H **Ketones**. Ketones are solvents for dyes, resin and waxes that are used to manufacture plastics, synthetic fibers, explosives, cosmetics and medicines. Some examples of ketones include acetone, methyl ethyl ketone, cyclohexanone and isophorone.
  - I **Other Solvents**. Other types of solvents include freon, turpentine, dimethylformamide and carbon disulfide.

### **H.13.3 SOLVENT ENVIRONMENTAL REQUIREMENTS**

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

#### **H.13.3.1 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.13.3.2 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.13.4 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.13.5 Packaging Reduced/Recyclable**

- H.13.5.1** If possible, the Contractor shall use products that are in reusable, refillable, or recyclable containers or are otherwise made from recycled content products.
- H.13.5.2** No products shall be delivered in aerosol cans.
- H.13.5.3** 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.13.6 Product Safety** 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.14 ENVIRONMENTALLY PREFERABLE PAINT PRODUCTS**

### **H.14.1 Environmentally Preferable Products Goals**

- H.14.1.1** 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.14.2 Paint Environmental Requirements**

- H.14.2.1** 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.14.2.2** 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:

<b>Product Type</b>	<b>Type of Paint</b>	<b>VOCs (grams/liter)</b>	<b>VOCs (pounds/gallon)</b>
<b>Category I</b>	<b>Interior</b>		
	Architectural		
	a. Flat	50 g/l	0.42 lb/gal
	b. Non-Flat	150 g/l	1.25 lb/gal
<b>Category II</b>	<b>Exterior</b>		
	Architectural		
	a. Flat	100 g/l	0.83 lb/gal
	b. Non-Flat	200 g/l	1.66 lb/gal
<b>Category III</b>	<b>Anticorrosive</b>		
	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.14.3 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	Methyl isobutyl ketone
Di (2-ethylhexyl) phthalate	Naphthalene
Dimethyl phthalate	Toluene (Methylbenzene)
Di-n-butyl phthalate	Vinyl Chloride
Ethylbenzene	

**H.14.4 Packaging**

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

**H.14.5 Product Safety**

**H.14.5.1** 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 clean up cost for any spills or leaks that occur while they are unloading, transporting or otherwise using their products.

#### **H.15 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL**

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

## **SECTION I: CONTRACT CLAUSES**

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

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

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

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

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

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

### **I.4 TIME**

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

### **I.5 RIGHTS IN DATA**

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

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

or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

**I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

**I.5.7** The restricted rights set forth in section I.5.6 are of no effect unless

(i) the data is marked by the Contractor with the following legend:

**RESTRICTED RIGHTS LEGEND**

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

Contract No. \_\_\_\_\_

With \_\_\_\_\_

(Contractor's Name); and

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

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

**I.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

**I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance

or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

**I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, deliver, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

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

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

## **I.6 OTHER CONTRACTORS**

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

## **I.7 SUBCONTRACTS**

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

## **I.8 INSURANCE**

**I.8.1** Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a certificate of insurance giving evidence of the required coverages prior to commencing work. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance, Securities and Banking. The Contractor shall

require all subcontractors to carry the insurance required herein, or Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. In no event shall work be performed until the required certificates of insurance have been furnished. The insurance shall provide for 30 days' prior written notice to be given to the District in the event coverage is substantially changed, canceled or non-renewed. If the insurance provided is not in compliance with all the requirements herein, the District maintains the right to stop work until proper evidence is provided.

**I.8.1.1 Commercial General Liability Insurance**, \$1,000,000 limits per occurrence, District added as an additional insured.

**I.8.1.2 Automobile Liability Insurance**, \$1,000,000 per occurrence combined single limit.

**I.8.1.3 Worker's Compensation Insurance** according to the statutes of the District of Columbia, including Employer's Liability, \$100,000 per accident for injury, \$100,000 per employee for disease, \$500,000 policy limit disease.

**I.8.1.4 Umbrella/ Excess Liability Insurance**, \$5,000,000 limits per occurrence.

**I.8.1.5 Professional Liability Insurance**, \$1,000,000 limits per claim (note: such insurance is typically called medical malpractice insurance for doctors, professional liability insurance for lawyers and nurses, and errors and omissions liability insurance for all other "professions" with a professional liability exposure).

**I.8.1.6** For asbestos removal or lead abatement services, Contractor's Pollution Liability Insurance, \$1,000,000 limits per occurrence.

## **I.9 PRE-AWARD APPROVAL**

**I.9.1** The award and enforceability of this contract is contingent upon approval of the Council of the District of Columbia.

**I.9.2** In accordance with D.C. Official Code §2-301.05a, the Mayor must submit to the Council for approval any contract action over one million dollars within a 12-month period.

**I.9.3** In accordance with D.C. Official Code §2-301.05a and §1-204.51(c), the Council of the District of Columbia must approve award of any contract that has obligations that extend beyond the fiscal year for which appropriated.

## **I.10 CONTINUITY OF SERVICES**

**I.10.1** The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District or another contractor, at the

District' s option, may continue to provide these services. To that end, the Contractor agrees to:

- I.10.1.1** Furnish phase-out, phase-in (transition) training; and
- I.10.1.2** Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- I.10.1.3** The Contractor shall, upon the Contracting Officer' s written notice:
- I.10.1.4** Furnish phase-in, phase-out services for up to 90 days after this contract expires and
- I.10.1.5** Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer' s approval.
- I.10.1.6** The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
- I.10.1.7** The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- I.10.1.8** Only in accordance with a modification issued by the Contracting Officer, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

## **I.11 COST-REIMBURSEMENT CONTRACTS**

If the 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.12 EQUAL EMPLOYMENT OPPORTUNITY**

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

**I.13 ORDER OF PRECEDENCE**

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H), the Contract Clauses (Section I), and the SCP.

**I.14 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS**

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

### **PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

#### **SECTION J: LIST OF ATTACHMENTS**

##### **J.1 ATTACHMENT**

- J.1.1** Wage Determination No.2005-2103 Revision # 4 dated 07/05/2007
- J.1.2** Government of the District of Columbia Standard Contract Provisions for use with the Supply and Service Contract, dated March 2007

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

- J.2.1** LSDBE Certification Package
- J.2.2** E.E.O. Information and Mayor's Order 85-85
- J.2.3** Tax Certification Affidavit
- J.2.4** First Source Employment Agreement
- J.2.5** Cost/Price Data Package

##### **J.3 Past Performance Evaluation Form**

##### **J.4 Program Manual Environmental Safety and Sanitation Manual Number 2920.4 dated March 1, 2002**

##### **J.5 Program Statement Retention and Disposal of Department Records, Number 2000.2 April 6, 2001**

##### **J.6 Program Statement Fire Safety, Number 2920.1B, March 9, 2001**

##### **J.7 Program Statement Sexual Harassment Against Employees, Number 3310.4G June 21, 2004**

##### **J.8 District Order Personnel Management, The Employee and Inmate Relationship, Number 3350.1, June 29, 1992**

##### **J.9 Program Statement Sexual Misconduct Against Inmates, Number 3350.2D, July 10, 2002**

##### **J.10 Program Manual Employee Attire, Number 3360.2C, August 1, 2004**

##### **J.11 Program Statement Employee ID Cards, Number 3370.1A, March 9, 2001**

##### **J.12 Program Statement Security Inspection, Number 5010.1A, January 30, 2004**

##### **J.13 Program Statement Contraband Control, Number 5010.3B, October 31, 2003**

##### **J.14 Program Statement Entrance and Exit Procedures, Number 5020.1A, dated April 15, 2002**

##### **J.15 Program Statement Tool Control, Number 5022.1B, dated October 6, 2003**

##### **J.16 Program Statement Key Control, Number 5320.1A, dated July 1, 2004**

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

**K.1 AUTHORIZED NEGOTIATORS**

The offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

---

---

---

**K.2 TYPE OF BUSINESS ORGANIZATION**

**K.2.1** The offeror, by checking the applicable box, represents that

(a) It operates as:

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

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

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

**K.3 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 subofferors. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

**K.4 BUY AMERICAN CERTIFICATION**

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

_____	EXCLUDED END PRODUCTS
_____	COUNTRY OF ORIGIN

**K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION**

Each offeror shall check one of the following:

- \_\_\_\_\_ No person listed in Clause 13 of the SCP, "District Employees Not To Benefit" will benefit from this contract.
  
- \_\_\_\_\_ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the SCP.
  
- \_\_\_\_\_
  
- \_\_\_\_\_

**K.6 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) 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.7 TAX CERTIFICATION**

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

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

### **L.1 CONTRACT AWARD**

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

The District intends to award a single contract resulting from this solicitation to the responsible offeror whose offer 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 a contract 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 AND INSTRUCTIONS**

**L.2.1** One original and four 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. DCFL-2007-R-1011, Facilities Maintenance.

**L.2.2** 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 most advantageous 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 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS**

#### **L.3.1 Proposal Submission**

Proposals must be submitted no later than 2:00 PM local time on August 20, 2007. 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 Modifications**

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

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

A late proposal, late modification or late request for withdrawal of 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 ten days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less

than ten 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.

## **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, Lucy T. Jackson at 441 4<sup>th</sup> Street NW, Washington DC, 2000, phone #202-724-4223, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, 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 Contracting Officer, 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 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, NW., 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 coverages as specified in Section I.8 prior to commencing work. Evidence of insurance shall be submitted within fourteen (14) days of contract award to:

Lucy T. Jackson  
Group VII  
441 4<sup>th</sup> Street NW  
Suite 700  
Washington DC, 2001  
202-724-4233

#### **L.15 ACKNOWLEDGMENT OF AMENDMENTS**

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter 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 (2001), 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 non-responsible.

## **L.20 PROPOSAL ORGANIZATION AND CONTENT**

**L.20.1** The Offeror shall provide a comprehensive, though not unnecessarily elaborate, proposal that presents the proposed approach to providing services in a clear, concise, and factual manner. Proposals that simply repeat the text of the requirements described in the solicitation without providing substantive information on the Offeror's specific approach to meeting these requirements or substantiation of the Offeror's knowledge and abilities to perform these requirements will be unacceptable.

**L.20.2** The Offeror's proposal(s) shall be organized and presented in two (2) separate parts, Part 1 – Technical Proposal and Part 2 – Price Proposal.

**L.20.3** Each part of the Offeror's proposal shall provide a Table of Contents identifying the organization of the information as well as any exhibits or other supporting documentation included by the Offeror. Information contained in Part 1, Technical Proposal, of the Offeror's proposal, shall NOT provide information or reference any information contained in Part 2, Price Proposal. Offerors must ensure that all relevant information that would allow the District to evaluate its proposal based on the evaluation criteria set forth in Section M are included.

### **L.20.4 TECHNICAL PROPOSAL**

The Technical Proposal (Part 1) shall describe in as much detail as necessary, the specific approach proposed shall provide the services described in this RFP, focusing on three areas: 1) Offeror's Technical Approach to providing service, 2) Offeror's Technical Capacity to provide services, and 3) the Offeror's Past Performance in providing the same or similar services. The Offeror's Technical Proposal shall provide the following information:

#### **L.20.4.1 Tab 1 - Technical Approach**

The information contained in this section shall facilitate the evaluation of the Offeror's knowledge and ability to effectively provide DOC facility maintenance. Proposals must include, but need not be limited to, the following:

**L.20.4.1.1** The Offeror shall provide in its proposal a comprehensive plan detailing its approach to the operations, maintenance, and repair responsibilities for the CDF. This will include both short-term and long term plans. This plan shall clearly state all services as well as processes and procedures that are required to accomplish the requirements set forth in Section C.

- L.20.4.1.2** The Offeror shall identify in its plan its process for responding to “After Hours” and “Emergency” requests for repairs. The process proposed by the Offeror shall provide for response to work orders/requests on a 24/7 basis and will allow the COTR to communicate directly with the repair personnel.
- L.20.4.1.3** The Offeror shall provide its proposed Start-Up/Transition Plan, including timeline as well as proposed facilities maintenance documentation that shall be fully integrated with the CMMS, MicroMain systems, utilized by DOC.
- L.20.4.1.4** The Offeror shall provide a response table showing its response times to all requests both during regular work hours as well as after hours and holidays, that meets or exceeds the minimum response times shown in Table 2, Section C.5.1.1.

**Table L.1 Offeror’s Response Time**

<b>TYPE OF EMERGENCY SERVICE</b>	<b>FREQUENCY</b>	<b>RESPONSE TIME: NORM HRS</b>	<b>RESPONSE TIME: AFTER HRS</b>
Emergency Generator	As Occurs		
HVAC	As Occurs		
Fire Alarm	As Occurs		
Fire Sprinkler	As Occurs		
Electrical Systems	As Occurs		
Security Systems	As Occurs		
Lighting	As Occurs		
Plumbing and Sewer	As Occurs		
Diesel Fuel Systems	As Occurs		

- L.20.4.1.5** The Offeror shall show its ability to support the maintenance strategy and program and the ability and experience in creating supporting budgets. The maintenance plans shall include both preventive maintenance and proposed capital spending.

**L.20.4.2 Tab 2 - Technical Capacity**

The information contained in this section shall facilitate the evaluation of the Offeror's technical capacity including the staff, organization, and resources to perform the required services. Proposal must include, but need not be limited to, the following:

- L.20.4.2.1** The Offeror shall provide a description of its corporate management team and proposed organizational structure for the contract resulting from this solicitation .
- L.20.4.2.2** The Offeror shall provide resumes of key personnel and identify lead personnel that will provide the key functions that have been identified, as well as the background and experience of all personnel for the contract, such as trade titles and credentials.
- L.20.4.2.3** The Offeror shall provide its proposed staffing at the DOC-CDF. Staffing shall include, at a minimum, the eight (8) job categories along with trade certifications or credentials, shown on the table below:

Table L.20-2 Minimum Staffing Chart

<b>Staff Title</b>	<b>Credentials</b>
HVAC Mechanic/Facility Manager	CFC certification required
General Trades	Experience in field required
Locksmith	Pertinent certifications required
Electrician Journeyman	Journeyman (at a minimum)
Plumber Journeyman	Journeyman (at a minimum)
Equipment Repair Technician/Mechanic	CFC certification
Electronic Technician	Fire alarm/Communications/Security Systems
Data Clerk	Pertinent qualification required

- L.20.4.2.4** The Offeror shall provide a process that shows its ability to replace Key Personnel within 48 hours with equally qualified personnel so that the District does not suffer from discontinuity of service and the life safety and litigation risks resulting from discontinuity of service.

**L.20.4.2.5** The Offeror shall show its process that allows for the approval of the COTR before making offers of employment to any staff that will be located at the facility. The District reserves the right to demand that the contractor remove any employee upon the COTR's request if the COTR determines that the employee poses an unacceptable level of risk to the health or safety of staff/offenders, security of the DOC facility or quality of the service provided.

**L.20.4.3 Tab 3 - Past Performance of Offeror**

The information requested in this section shall facilitate evaluation of the Offeror's previous, successful experience in providing facilities maintenance to correctional institutions on the national level or in the District of Columbia. Proposal must include, but need not be limited to, the following:

**L.20.4.3.1** The Offeror shall give a detailed description of Offeror's (and any proposed subcontractor's) experience in providing the same or similar services as described in Section C. In the case of a newly formed business entity or in teaming arrangements where the company is relying mostly on the past performance and experience of its key personnel, partners on the team, or on major subcontract(s), the proposal must clearly explain "whose" past performance, and "how" that past performance is relevant to the procurement.

**L.20.4.3.2** The Offeror shall provide all client references for which the Contractor has provided the same or services similar to those described in Section C within the past five (5) years and all client references for which each subcontractor, as applicable, has provided the same or services similar to those described in Section C within the past five (5) years. The references shall include active contracts and completed contracts. References shall include contract name and title, contract's project responsibility, client name, address, telephone number, email address and hours available. The District will contact the client reference provided and request completion of a Past Performance Evaluation using a form similar to the one provided in Attachment J.3.

**L.20.4.3.3** The Offeror shall provide all information on settled and pending litigation against the company.

**L.20.4.4 Tab 4 – Completed Attachments, Certifications and Acknowledgements**

Offerors must complete and submit, with their proposals, the required attachments J.2.1, J.2.2, J.2.3, J.2.4, J.2.5, J.3 (if applicable), certifications

stated in Section K – Certifications of this solicitation, and acknowledgements of receipt of any amendments to the solicitation.

#### **L.20.5 PRICE PROPOSAL**

The Pricing Proposal (Part 2) shall contain at a minimum the completed schedules found in Section B.3 of the solicitation, and Cost/Price Data and Certification (Attachment J.2.5). The Offeror must provide cost/price data for each year of the contract (base and option years). The price proposal may also contain additional narrative or tables to explain the Offeror's assumptions regarding the staffing requirements used in developing its prices.

**SECTION M - EVALUATION FACTORS**

**M.1 EVALUATION FOR AWARD**

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

**M.2 EVALUATION OF OPTION YEARS**

The Offeror shall include option year prices in its price proposal. An offer may be determined to be unacceptable if it fails to include option year pricing. 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.3 TECHNICAL RATING**

The Technical Rating Scale is as follows:

<b><u>Numeric Rating</u></b>	<b><u>Adjective</u></b>	<b><u>Description</u></b>
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.4 EVALUATION FACTORS**

Each of the following evaluation factors and subfactors, listed below in descending order of importance, will be used by the District in evaluating the services proposed by the Offeror under this solicitation. The Offeror should respond to each factor and significant subfactors in a way that will allow the District to evaluate the Offeror's response. The scoring for each evaluation factor will be based on the District's determination of the degree to which the Offeror satisfies the requirements within the evaluation factor and significant subfactors.

##### **M.4.1 TECHNICAL FACTORS (90 Points Maximum)**

###### **M.4.1.1 Past Performance (45 Points Maximum)**

Description: This factor considers the offeror's past performance in providing services that are the same or similar to the required services as described in Section C of this solicitation. This factor includes an examination of the quality of services provided, timeliness in service delivery, business practices, and overall satisfaction of the offeror's performance. Significant subfactors include:

**M.4.1.1.1** The Offeror has a national footprint or experience in the District of Columbia in providing same or similar services.

**M.4.1.1.2** The offeror has three (3) or more years experience in providing on-site, routine, preventative and corrective maintenance and repair for correctional facilities (prisons and jails).

**M.4.1.1.3** Quality, timeliness, project management and execution related to offeror's past experience in performing similar correctional maintenance and repair services.

**M.4.1.1.4** The level of trade certifications such as Master Electrician, Master Plumber, Master Pipefitter, etc.

###### **M.4.1.2 Technical Approach (30 points Maximum)**

Description: This factor considers the Technical Approach to be utilized by the offeror to perform the requirements as described in Section C of this solicitation. This factor examines the offeror's proposed technical plan, including the offeror's service description, service delivery, and knowledge of the population to be served to perform the required work. Also, this includes an examination of the offeror's knowledge and application of recognized industry standards and

best practice models. This factor examines all elements of the technical approach and the interdependency of each element in the successful performance of the required services. Significant subfactors include

**M.4.1.2.1** Evidence in the comprehensive plan that the offeror understands the technical components of the requirements of Section C, as well as has an awareness of the scope and complexity of services required to operate and maintain the CDF in conformance to industry standards and best practice models.

**M.4.1.2.2** Evidence in service delivery plan of process to respond to emergency and after hours requests on a 24/7 basis to meet requirements of Section C.

**M.4.1.2.3** Evidence of startup/transition plans with realistic timelines for integration with DOC CMMS, MicroMain.

**M.4.1.2.4** Evidence of ability to support DOC maintenance strategy and program budget process for preventive maintenance and capital spending.

**M.4.1.3 Technical Capacity (15 points)**

Description: This factor considers the technical capacity and expertise to be accessed and provided by the offeror to perform the District's requirements as described in Section C of this solicitation. This factor encompasses all components of the offeror's staff and staff related activities, including the offeror's organizational structure, the qualifications and expertise of the offeror's proposed staff, and the offeror's staff development initiatives. This factor considers each staffing component, together and independently, and the importance of the interrelationships of each component toward the contribution of performing the service requirements.

Significant subfactors are listed below.

**M.4.1.3.1** Description of the Offeror's corporate management team and proposed organizational structure for the contract demonstrates the organizational resources and capacity to perform the required services as described in Section C...

**M.4.1.3.2** Resumes of key personnel and staffing chart demonstrate the Offeror's understanding of the requirements and availability of qualified tradesmen with background, experience and credentials to fulfill the requirements of the contract.

**M.4.1.3.3** Process for replacement of Key Personnel within 48 hours and obtaining approval of the COTR, demonstrates understanding of requirement for continuity of services.

**M.4.2 PRICE CRITERIA (10 Points Total)**

The price evaluation will be objective based upon the total of firm-fixed prices for Transition Services and Facility Maintenance Services during normal working hours for the base and all option years. . The offeror with the lowest Firm-fixed price (FFP) 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:

$$\begin{array}{l} \text{Lowest FFP proposal} \\ \text{-----} \end{array} \times 10 = \text{Evaluated price score}$$

Price of FFP proposal being evaluated

**M.4.3 MAXIMUM TECHNICAL AND PRICE POINTS (100 Points)**

**M.4.4 MAXIMUM PREFERENCE POINTS (12 Points)**

- M.4.4.1** Local Business Enterprise (2 Points)
- M.4.4.2** Small Business Enterprise (2 Points)
- M.4.4.3** Resident Business Ownership (3 Points)
- M.4.4.4** Disadvantaged Business Enterprise (3 Points)
- M.4.4.5** Enterprise Zone (2 Points)
- M.4.4.6** Longtime Resident Business (10 Points)

**M.4.5 TOTAL MAXIMUM POINTS POSSIBLE (112 Points)**

**M.5 EVALUATION OF PROMPT PAYMENT DISCOUNT**

**M.5.1** Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.

**M.5.2** In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.

**M.6 Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, 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” (the Act), Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005”, D.C. Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

**M.6.1 Required Small Business Enterprise (SBE) Subcontracting Set-Aside**

Twenty percent (20%) of the total dollar value 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 enterprises. Any prime contractor responding to this solicitation shall submit within 5 days of the contracting officer’s request, a notarized statement detailing its subcontracting plan. 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 General Preferences**

For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

- M.6.2.1** Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;
- M.6.2.2** Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- M.6.2.3** Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- M.6.2.4** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- M.6.2.5** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and

- M.6.2.6** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

**M.6.3 Application of Preferences**

The preferences shall be applicable to prime contractors as follows:

- M.6.3.1** Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).
- M.6.3.2** Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.
- M.6.3.3** Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.
- M.6.3.4** Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.
- M.6.3.5** Any prime contractor that is an DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.
- M.6.3.6** Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

**M.6.4 Maximum Preference Awarded**

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

#### **M.6.5 Preferences for Certified Joint Ventures**

When the SLBOC or the DSLBD, as applicable, 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.6.6 Vendor Submission for Preferences**

**M.6.6.1** Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

**M.6.6.1.1** Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

**M.6.6.1.2** Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

**M.6.6.2** 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: LSDBE Certification Program  
441 Fourth Street, NW. Suite 970N  
Washington, DC 20001

**M.6.6.3** All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

#### **M.6.7 Subcontracting Plan**

Any prime contractor responding to a solicitation in which there is an SBE subcontracting set-aside, shall submit, within five (5) days of the contracting officer's request, a notarized statement detailing its subcontracting plan. Each subcontracting plan shall include the following:

- M.6.7.1** A description of the goods and services to be provided by SBEs;
- M.6.7.2** A statement of the dollar value of the bid or proposal that pertains to the subcontracts to be performed by the SBEs;
- M.6.7.3** The names and addresses of all proposed subcontractors who are SBEs ;
- M.6.7.4** 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.6.7.5** A description of the efforts the prime contractor will make to ensure that SBEs will have an equitable opportunity to compete for subcontracts;
- M.6.7.6** 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.6.7.7** 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;
- M.6.7.8** List 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
- M.6.7.9** A description of the prime contractor' s recent effort to locate SBEs and to award subcontracts to them.

#### **M.6.8 Enforcement and Penalties for Willful Breach of Subcontracting Plan**

The willful breach by a contractor of a subcontracting plan for utilization of local, small, or disadvantaged businesses 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 the 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 local, small, or disadvantaged businesses, whichever is greater, for each such breach, failure, or falsified submission.