

SOLICITATION, OFFER, AND AWARD			1. Caption			Page of Pages						
			Janitorial Services at Two (2) DYRS Facilities			1	80					
2. Contract Number		3. Solicitation Number	4. Type of Solicitation		5. Date Issued		6. Type of Market					
		DCJZ-2011-B-0177	<input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		August 12, 2011		<input type="checkbox"/> Open <input type="checkbox"/> Set Aside <input checked="" type="checkbox"/> Open with Mandatory 35% SBE Sub-Contracting Set Aside (See Section H.9.1)					
7. Issued By:				8. Address Offer to:								
D.C. Department of Real Estate Services Contracting and Procurement Division 2000 14th Street, 5th Floor Washington, DC 20009				Office of Contracting and Procurement The Bid Room Counter 2000 14th Street, 3rd Floor Washington, DC 20009								
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"												
SOLICITATION												
9. Sealed offers in original and <u> 2 </u> 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 <u> 2000 14th Street, 3rd Floor, Washington, DC 20009 </u> until <u> 2:00 P.M. </u> local time <u> September 6, 2011 </u>												
(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		B. Telephone			C. E-mail Address						
	Janet Concepcion		(Area Code) 202	(Number) 671-2342	(Ext)	janet.concepcion@dc.gov						
11. Table of Contents												
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OFFER												
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u> </u> 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		15 C. Check if remittance address is different from above - Refer to Section G		17. Signature				18. Offer Date				
(Area Code)	(Number)	(Ext)										
AWARD (TO BE COMPLETED BY GOVERNMENT)												
19. Accepted as to Items Numbered			20. Amount		21. Accounting and Appropriation							
22. Name of Contracting Officer (Type or Print)			23. Signature of Contracting Officer (District of Columbia)				24. Award Date					
Government of the District of Columbia				Department of Real Estate Services								

SECTION B: SUPPLIES OR SERVICES AND COST

B.1 The District of Columbia, Department of Real Estate Services (the District) on behalf of the Department of Youth Rehabilitation Services (DYRS) is seeking a Contractor to provide all management, supervision, labor, materials, supplies and equipment for janitorial and related supplemental services for two (2) DRYS facilities.

B.2 TYPE OF CONTRACT

The District contemplates award of a Firm Fixed Price Contract with a Cost Reimbursable Component.

B.3 **A bidder responding to this solicitation must submit with its bid, a notarized statement detailing any subcontracting plan required by law. Bids responding to this IFB shall be deemed nonresponsive and shall be rejected if the bidder fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.1.**

B.4 PRICE SCHEDULE

B.4.1 Base Year

CONTRACT LINE ITEM NO. (CLIN)	ITEM DESCRIPTION	PRICE PER MONTH	QUANTITY	TOTAL PRICE
0001	New Beginnings Youth Development Center	\$ _____/month	12 months	\$
0002	Youth Services Center 1000 Mt. Olivet Road, NE	\$ _____/month	12 months	\$
0003	Supplemental Reimbursable Services Ceiling – See B.4.6 (NTE)			\$ 20,000.00
TOTAL FOR BASE YEAR (0001 + 0002 + 0003)				\$

B.4.2 Option Year 1

CONTRACT LINE ITEM NO. (CLIN)	ITEM DESCRIPTION	PRICE PER MONTH	QUANTITY	TOTAL PRICE
1001	New Beginnings Youth Development Center	\$ _____/month	12 months	\$
1002	Youth Services Center 1000 Mt. Olivet Road, NE	\$ _____/month	12 months	\$
1003	Supplemental Reimbursable Services Ceiling – See B.4.6 (NTE)			\$ 20,000.00
TOTAL FOR OPTION YEAR 1 (1001 + 1002 + 1003)				\$

B.4.3 Option Year 2

CONTRACT LINE ITEM NO. (CLIN)	ITEM DESCRIPTION	PRICE PER MONTH	QUANTITY	TOTAL PRICE
2001	New Beginnings Youth Development Center	\$ _____/month	12 months	\$
2002	Youth Services Center 1000 Mt. Olivet Road, NE	\$ _____/month	12 months	\$
2003	Supplemental Reimbursable Services Ceiling – See B.4.6 (NTE)			\$ 20,000.00
TOTAL FOR OPTION YEAR 2 (2001 + 2002 + 2003)				\$

B.4.4 Option Year 3

CONTRACT LINE ITEM NO. (CLIN)	ITEM DESCRIPTION	PRICE PER MONTH	QUANTITY	TOTAL PRICE
3001	New Beginnings Youth Development Center	\$_____/month	12 months	\$
3002	Youth Services Center 1000 Mt. Olivet Road, NE	\$_____/month	12 months	\$
3003	Supplemental Reimbursable Services Ceiling – See B.4.6 (NTE)			\$ 20,000.00
TOTAL FOR OPTION YEAR 3 (3001 + 3002 + 3003)				\$

B.4.5 Option Year 4

CONTRACT LINE ITEM NO. (CLIN)	ITEM DESCRIPTION	PRICE PER MONTH	QUANTITY	TOTAL PRICE
4001	New Beginnings Youth Development Center	\$_____/month	12 months	\$
4002	Youth Services Center 1000 Mt. Olivet Road, NE	\$_____/month	12 months	\$
4003	Supplemental Reimbursable Services Ceiling – See B.4.6 (NTE)			\$ 20,000.00
TOTAL FOR OPTION YEAR 4 (4001 + 4002 + 4003)				\$
TOTAL FOR FIVE YEARS (BASE YEAR AND FOUR OPTION YEARS)				\$

B.4.6 Supplemental Reimbursable Services

CLIN	ITEM DESCRIPTION	BY	OY1	OY2	OY3	OY4
5001	Interior & Exterior Refrigerator Cleaning	\$_____/refrigerator	\$_____/refrigerator	\$_____/refrigerator	\$_____/refrigerator	\$_____/refrigerator
5002	Exterior Window Cleaning	\$_____/window	\$_____/window	\$_____/window	\$_____/window	\$_____/window
5003	High Dusting	\$_____/hour	\$_____/hour	\$_____/hour	\$_____/hour	\$_____/hour
5004	Porter Services	\$_____/hour	\$_____/hour	\$_____/hour	\$_____/hour	\$_____/hour

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE OF WORK

The District of Columbia, Department of Real Estate Services (the District) on behalf of the Department of Youth Rehabilitation Services (DYRS) is seeking a Contractor to provide all management, supervision, labor, materials, supplies and equipment for janitorial and related supplemental services for two (2) DRYS facilities.

The purpose of this procurement is to provide janitorial and related supplemental services for the effective and timely accomplishment of basic and related custodial services for two (2) facilities namely: 1) New Beginnings Youth Development Center (NBYDC) located at 8400 River Road, Laurel, MD; and 2) Youth Services Center located at 1000 Mt. Olivet Road, NE. The Contractor shall be responsible for providing services as outlined in **Section “C”** which will result in a clean and well maintained work environment and living quarters for the youth.

The Contractor shall submit together with the bid the information listed in Section L.19 – Special Standard of Responsibility. Bids submitted in response to this IFB shall be deemed nonresponsive and shall be rejected if the bidder fails to submit the information that is required by Section L.19 of this solicitation.

C.2 APPLICABLE DOCUMENTS

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

Item No.	Document Type	Title	Version/Date
1	OCP Document (Directive)	OCP Directive 1303.00 Environmentally Preferable Purchasing	10/01/2003
2	U.S. Law	Environmental Protection Agency (EPA) 42 USC sections 6901-6976 Concerning Hazardous Substances and Waste available at http://www.epa.gov	Latest Version
3	Federal Regulations	Occupational Safety and Health Administration (OSHA) http://www.osha.gov General Industry Standards - 29 CFR Part 1900 General Industry Safety and Health Standards – 29 CFR 1910 Construction Industry Standards – 29 CFR Part 1926	Latest Version

		Hazardous and Toxic Materials	
4	U.S. Law	National Fire Protection Association (NFPA) http://www.nfpa.org/aboutthecodes/list_of_codes_and_standards.asp?cookie%5ftest=1	2007
5	U.S. Law	Management of Buildings and Grounds 41 CFR, Part 101-120	July 1990
6	U.S. Law	40 CFR, Parts 260, 261, 264, 265, 268, 270, and 273	Latest Version
7	U.S. Law	National Emission Standards for Hazardous Air Pollutants http://www.epa.gov/ttn/atw/mactfnlalph.html	Latest Version
8	Executive Order 13101	Greening the Government Through Waste Prevention, Recycling, and Federal Acquisition http://www.epa.gov/epp/pubs/13101.pdf	1998
9	Federal Regulation	Energy Policy Act (EPAAct) http://www.ferc.gov/legal/maj-ord-reg/epa.pdf http://www.epa.gov/oust/fedlaws/publ109-058.pdf	1992 and 2005
10	DC Law	The Clean and Affordable Energy Act http://bcap-energy.org/files/DC_Clean_Affordable_Energy_Act_2008.pdf	2008
11	Municipal Regulation	DC Solid Waste and Multi-Materials Management Act http://os.dc.gov/os/lib/os/info/odai/title_21/title21_chapter20.pdf	1998
12	U.S. Law	The Resource Conservation and Recovery Act (RCRA) http://www.epa.gov/lawsregs/laws/rcra.html	1976
13	D.C. Code	D.C. Official Code, Sections 10-1005, Parks, Public Buildings and Grounds at www.dccouncil.washington,dc.us	2001 Ed. 2005 Supp.
14	LEED Requirement	US Green Building Council: Leadership in Energy and Environmental Excellence (LEED SILVER) Standard available at www.usgbc.org	Most Recent

C.3 DEFINITIONS**C.3.1 Acceptance**

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

C.3.2 Approval

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

C.3.3 Annually

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

C.3.4 Bi-Annually

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

C.3.5 Bi-Weekly

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

C.3.6 Building

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

C.3.7 Clean/Cleanliness Quality – A like new appearance, specifically:

C.3.7.1 The absence of little or undesirable debris that can be eliminated by appropriate monitoring techniques.

C.3.7.2 The absence of unbounded dust buildup on any surface of any items subject to appropriate dusting techniques.

C.3.7.3 The complete, comprehensive and thorough cleaning of any item subject to cleaning including corners, inside, outside, top, bottom, under and over all surfaces.

C.3.7.4 The absence of any surface marks including finger prints, spills or other undesirable bonded surface residue that can be eliminated by appropriate damp or wet cleaning techniques.

C.3.7.5 The absence of any soil, wax or other undesirable bonded build-up, which can be eliminated by appropriate heavy-duty cleaning.

- C.3.7.6** The presence of appropriate surface gloss, protection or reflective capacity in line with a like new or appropriate gloss levels.
- C.3.7.7** The absence of minor spots, marks or other limited surface soil that can be eliminated by appropriate spot cleaning techniques.
- C.3.7.8** The absence of dust, lint and other in-fiber accumulation in fabric and carpeted areas that can be eliminated by appropriate vacuum cleaning techniques.
- C.3.7.9** A surface will be considered clean if: The Contractor demonstrates to the satisfaction of the District that any visible dirt, dust, foreign matter, film grimes, stains fingerprints, streaks, spots, blemishes, and/or chemical residues which remain on the surface after cleaning **cannot** be removed without permanently damaging the underlying surface.
- C.3.8** **Cleaning Services** - refers to the cleaning service requirements in the contract. They include the following three categories of routine janitorial services, periodic janitorial services and related supplemental work.
- C.3.9** **Comprehensive Janitorial Services**
Cleaning services that include the routine, periodic and supplemental janitorial services.
- C.3.10** **Correction**
The elimination of a defect.
- C.3.11** **Custodial**
A reference to "custodial" is interchangeable with "janitorial". Custodial and related services can include, but is not limited to, window washing, trash removal, recycling, landscaping, and maintaining a building or area.
- C.3.12** **Daily**
Services to be performed, at a minimum, of one (1) time per day.
- C.3.13** **Defective Service**
An assessment of service that does not conform with specified requirements. These defective services shall be noted and reviewed on contract discrepancy reports, and subsequently evaluated for the modification and/or termination of the contract.
- C.3.14** **Deficiency**
Any work performed by a Contractor that fails to satisfy the contract requirements.
- C.3.15** **Dirt**
Earth or soil
- C.3.16** **District Quality Assurance**

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

C.3.17 Environmentally Preferable

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

C.3.18 Exterior

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

C.3.19 Floor Surfaces and Their Care

C.3.19.1 Asphalt Tile – Asphalt tile is a mixture of asbestos fibers, pigments and inert fillers bound together with an asphalt or resin binder. Ingredients are mixed, heated, and then rolled out in sheets and cut to size. The colors of asphalt tile are divided into four groupings, A, B, C, and D with “A” as the darkest and “D” as the lightest; A and B usually contain asphalt binders, and C and D resin binders. Asphalt tile is also furnished in a grade designated as greaseproof. Oils and solvents should be avoided on all types.

C.3.19.2 Ceramic Tile – Ceramic tile is a mixture of clay and water that has been shaped and then fired in a kiln at high temperature. Clay is basically aluminum. There are a great many different types of tile due to various coloring processes and methods of firing and special manufacturing techniques. The surface is different from the tile body, unglazed tiles are alike throughout; the tiles are set in cement to form the floor. Harsh cleaners that may eat away the concrete grout surrounding the tile should be avoided.

C.3.19.3 Concrete – is a mixture of Portland cement with sand, gravel and water that are poured and set as a solid mass. Due to chemical reaction of the cement, it should be sealed to prevent dusting. Use of harsh cleansers and acids should be avoided.

C.3.19.4 Cork – Ground cork bark is molded and compressed into natural resins in the corks, or added resins serve to bind the mass together when heat cured under hydraulic pressure. Different shades of color are obtained by varying the baking temperatures. Cork is available in tile or sheet form. It may or may not be waxed or otherwise finished at the factory. It is easily damaged by the use of water.

C.3.19.5 Gym Floor System – With proper initial preparation, a wood gym floor can be maintained in a bright attractive condition with a minimum amount of care, in many

cases, with less care than some other types of flooring. The gym finish penetrates the wood and leaves an armor-like surface that resists scuffs, rubber marking, and wear and tear of street shoes. To maintain the gym floor, sweep or dust mop daily. When necessary, use a damp mop to pick up dust. If gym floor is in need of reconditioning, notify the Building Supervisor to submit a work order.

- C.3.19.6 Linoleum** – Linoleum is a mixture of ground cork, wood flour, resins, color pigment and oxidized linseed oil or combination for drying oils, all are mixed together, rolled out and compressed onto asphalt, saturated felt, burp, jute or other backing. Heat is applied to the mixture during compression, which fuses and sets the oils and resins to form a strong binding agent. This is heat cured to form the finished product; oils and solvents should also be avoided being used on this type of floor.
- C.3.19.7 Marble** – Marble is essentially calcium carbonate that has been changed by nature through pressure, heat and water into crystalline form. The beautiful colors in marble are due to impurities. Marble is easily damaged by acids.
- C.3.19.8 Poured Floors** – Synthetic resins are used to produce poured in place, seamless floors with urethane and epoxy types being the most popular. The flooring is built up of a number of coats of resins over a clear plastic primer. Plastic chips are often spread onto the coatings for a decorative effect. The floor air-cures hard enough for foot traffic in up to five days. All oils and solvents should be avoided at all times.
- C.3.19.9 Rubber** – Rubber is a mixture of rubber-natural synthetic and/or reclaimed with invert fillers and color pigments. The raw materials are mixed, heated and rolled out under pressure. The strips of rubber are then cut to size. Rubber flooring varies widely in form and properties and is available in tiles and sheets and with many degrees of hardness and flexibility. It is subject to deterioration from oils and solvents.
- C.3.19.10 Terrazzo** – Terrazzo is a polished surface floor consisting of a marble or granite chips mixed with a Portland cement mixture. The mixture is troweled onto the floor, leveled out and allowed to cure for a period of five or six days. The surface is then grounded with an abrasive stone grinder and polished. Avoid the use of harsh acids and alkaline.
- C.3.19.11 Vinyl** – Vinyl resins are used as the building agency and may be anyone of the following general classifications: (A) vinyl asbestos tile composed of asbestos fibers and color pigments with vinyl resin used as the binder. It is somewhat more flexible, resilient, and stain resistant than asphalt tile. (B) Homogeneous flexible vinyl tile is somewhat comparable to rubber tile. It does not have as much filler and less invert pigment. Some flexible vinyl is laminated to a backing material such as cork or coarser vinyl flooring. (C) Colendered vinyl flooring is somewhat comparable to conventional inlaid linoleum, except that the oxidized drying oils are replaced by a vinyl resin and plasterized. It is available either in tile or yard goods form.

C.3.19.12 Wood – Including gym floors, the wood floors in common use may be either soft wood or hard woods, in a variety of widths, thicknesses and designs, and they may be either open grain or closed grain. Strip flooring is generally nailed to a wooden sub-floor; parquet flooring is generally laid in mastic on top of the on top of the sub-floor. Unless the floor is properly sealed, water will raise the grain and roughen the surface. Use of water for cleaning is not generally recommended, unless used sparingly. Avoid strong cleaners.

C.3.20 Green Cleaning

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

C.3.21 Hard and Resilient Flooring

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

C.3.22 Hazardous Materials

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

C.3.22.1 hazardous, toxic, infectious, explosive, radioactive, carcinogenic or mutagenic:

C.3.22.2 now or become defined as pollutants, contaminants, hazardous wastes or substances, radioactive materials, solid waste or other similar designations in or otherwise subject to District and Federal regulations;

C.3.22.3 present on the premises and can cause or threaten to cause, a nuisance pursuant to applicable statutory or common law upon the premises, facilities or properties;

C.3.22.4 polychlorinated biphenyl's (PCB's), asbestos, lead-based paint, urea, formaldehyde, foam insulation, petroleum and petroleum products including gasoline, crude oil, etc., that pose a hazard to human health, safety, natural resources, industrial hygiene, the environment or an impediment to working conditions.

C.3.23 Holidays

Holidays observed by the District of Columbia Government.

C.3.24 Inspection

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

C.3.25 Material Safety Data Sheets (MSDS)

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

C.3.26 Monthly

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

C.3.27 Modification

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

C.3.28 Periodic Cleaning

Cleaning tasks to be performed for DYRS on a periodic, scheduled basis. Periodic for this contract means on a quarterly basis.

C.3.29 Policing

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

C.3.30 Product Preference

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

C.3.31 Quality Assurance (QA)

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

C.3.32 Quality Control Program (QCP)

The Quality Control Program or Plan is a system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable. This information must be maintained in an automated data system such as Microsoft Word and/or Microsoft Excel spread sheet format. The Contractor is not authorized to start work until the QCP is accepted and the proper security clearances obtained. The QCP is a living document and may be subject to change depending on the needs of the contract. When the QCP is revised the Contractor is required to provide an updated QCP, maintenance schedule and listing of current employees to the CO and CA for acceptance.

C.3.33 Recyclables

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

C.3.34 Response Time – The time allowed by the District after initial notification for the Contractor to be physically present on the premises, with appropriate tools, equipment and materials, ready to perform the required work. .

C.3.35 Routine Cleaning

Standard cleaning tasks to be performed on a routine, scheduled basis. Routine for this contract means on a daily or monthly cleaning basis.

C.3.36 Service Calls

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

C.3.37 Service Call Type: Time starts when a service call is initially submitted to the Contractor during work hours.

C.3.38 Specialized Standard Services

Specialized services are standard services specific only to gyms, child care centers, labs, morgues, hospitals, and health care centers.

C.3.39 Standard Services

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

C.3.40 Supplemental Reimbursable Services

Services that are above standard and beyond the required frequency stated in the basic services, and are not covered in the monthly price of the contract. Contractor prices listed in Section B.4.6 include all applicable labor, materials, supplies, equipment (except as otherwise provided), supervision, and management. Supplemental Reimbursable Services are performed upon approval by the CA.

C.3.41 Weekly

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

C.4 GENERAL REQUIREMENTS FOR BOTH FACILITIES

C.4.1 The Contractor shall provide labor, management and supervision, transportation, materials, supplies and equipment, and shall plan, schedule, coordinate and perform janitorial and related services at the two facilities listed in Section B.

C.4.2 The Contractor's managing supervisor shall be available for contact at all times while the work associated with the contract requirements are in progress. Telephone numbers shall be furnished to the CA one week prior to start of services for use in contacting the supervisor should the need occur or when the supervisor is not in the work site.

- C.4.3** The Contractor shall provide the CA **background checks** for each employee proposed to deliver services under this contract. (See H.12)
- C.4.4** The Contractor shall ascertain the appropriateness of all chemicals and cleaning products, and supplies for their intended use before actually using them on the job site. The Contractor shall use environmentally preferred products for green cleaning standards. The Contractor shall use low emitting materials beneficial to the environment based on the standards of LEED except when using a cleaning disinfectant in areas that is not suitable by best practices or standards. The Contractor shall obtain approval from the CA before using any cleaning products on the job site. The Contractor shall follow the instructions of the chemical manufacturers in the use of chemical products.
- C.4.5** The Contractor shall immediately report any observed instances of hazardous and/or potentially hazardous floor conditions (including but not limited to slippery or slick floors) to the CA by completing the DYRS Incident Notification Form (Section J.8). In addition, the Contractor shall immediately implement effective measures to prevent individuals from walking on these surfaces, as well as abate the hazardous condition.
- C.4.6** The Contractor shall provide and use adequate barricades and signs to provide sufficient notice of potential safety hazards. Signs shall be placed no further than 10 feet apart, prior to, during, and after the performance of the cleaning service.
- C.4.7** The Contractor shall inspect all powered equipment daily before operation for signs of wear as well as potential safety hazards. The Contractor shall immediately remove from the job sites all equipment including extension cords which are, potentially unsafe, damaged, inoperable and/or do not meet the manufacturers operational specifications.
- C.4.8** The Contractor shall ensure that all electrical cords are properly sized for the job and placed away from vehicular or pedestrian traffic. All connections between the extension cords and related equipment (e.g., tools, machine, or additional extension cords) shall be tightly fastened with no exposed electrical contacts. All extension cords shall have, and use, a proper electrical grounding plug. Power tools and/or extension cords used in damp areas shall be plugged into ground fault circuit interrupter (GFCI) switches to immediately shut down when a short to ground is detected.
- C.4.9** **Routine Daily Cleaning Services Specifications**

The Contractor shall provide daily routine cleaning services for the buildings and facilities as noted in this contract. The Contractor shall provide the entire cleaning schedule for the facilities, to include exterior and interior cleaning. Due to the nature of the services provided by these facilities which operates 24 hours a day, 7 days a week, including Holidays, the Contractor shall maintain a flexible cleaning schedule. This is necessary in the event of any emergencies which require changes to the daily or routine operations. DYRS will assist in coordinating cleaning schedule change with Contractor

and DYRS staff. The Contractor shall notify the CA as the need for repair or replacement of fixtures, dispensers or other items arises. DYRS maintenance staff shall make necessary repairs.

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

Routine cleaning services shall include the following:

C.4.9.1 Clean Exterior Grounds, Compound, Entranceways and Parking Areas

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

C.4.9.2 Clean/Maintain Corridors, Lobbies, Stairwells, Entrances and Common Areas

C.4.9.2.1 The Contractor shall clean and maintain corridors, lobby entrances and common areas including glass and walls. Glass and doors shall present a uniform clean appearance. These areas shall present a clean appearance free from litter, dirt, dust, debris and discarded items. Cleaned corridors and entrances shall show no obvious signs of liquid spillage, stains or foreign matter.

C.4.9.2.2 The Contractor shall clean and disinfect drinking fountains and sinks daily. Drinking fountains and sinks shall be cleaned and free of watermarks, debris, or encrustation and shall be maintained at a high level of sanitation.

C.4.9.3 Clean Interior Space – Conference Rooms, Auxiliary Rooms, Kitchenettes, Office Spaces, Education Wing, Residential Wing, MPD and Intake Cells

C.4.9.3.1 The Contractor shall clean the interior space of all buildings/facilities daily. The interior spaces shall present a uniform clean appearance. Glass, doors, windows, fixtures, and furniture shall present a uniform clean appearance. Rooms and office spaces shall present a clean appearance and must be free from litter, dirt, dust, debris and discarded items. Cleaned corridors and entrances shall show no obvious signs of liquid spillage, stains or foreign matter. The Contractor shall spot clean walls daily.

C.4.9.3.2 The Contractor shall clean the education wing daily to include but not limited to all administrative offices and classrooms, the library, all rooms and computer lab areas.

- C.4.9.3.3** The Contractor shall high dust once per week throughout the interior space to include but not limited to ledges, blinds, signs, vents and lighting.
- C.4.9.3.4** The Contractor shall wash and wipe dry windowsills, doorframes, and telephones once per week. Surfaces shall be clean and free from obvious dust, dirt, debris and spots.
- C.4.9.3.5** The Contractor shall disinfect all railing of stairwells on a daily basis.
- C.4.9.3.6** The Contractor shall daily clean and disinfect all kitchenette areas. The Contractor shall ensure all surfaces including exterior surfaces of microwaves and refrigerators shall present a clean, shining appearance, free from obvious dust, dirt, spots and odors.
- C.4.9.3.7** The Contractor shall clean interior surfaces of microwaves and refrigerators, on a monthly basis, on the last Friday of each month.
- C.4.9.3.8** The Contractor shall provide cleaning services resulting from the following incidents:
- a) spills
 - b) leaks
 - c) sickness due to medical emergencies
 - d) breakage or facility damage
 - e) special cleaning before, during or after special events.
- C.4.9.4 Clean and Disinfect Medical Unit**
- C.4.9.4.1** The Contractor shall clean and disinfect the medical unit including but not limited to the patient observation, isolation, and all examination rooms. The Contractor shall clean and disinfect walls, partitions, countertops, wash bowls, sinks, exam tables, chairs, beds and trash cans once per day Sunday through Saturday and holidays starting at 8:00 p.m.
- C.4.9.4.2** The Contractor shall clean daily the pharmacy area. A DYRS medical staff person will oversee the cleaning of the medical unit while cleaning is in progress.
- C.4.9.5 Stock for Residential Units Areas, Restrooms and Showers.**
- C.4.9.5.1** The Contractor shall stock, clean, and disinfect, in each facility building, restrooms and showers including floors, walls, partitions, wash bowls, sinks, urinals, toilet bowls, mirrors, dispensers, and trash cans. The restocking will include hand towels, soap, toilet tissues, toilet seat covers, deodorant air fresheners in designated areas in quantities adequate to ensure sufficiency between cleanings. Restrooms shall maintain a clean, odor free, shining appearance free from dust spots, stains, rust mildew, soap residues, mineral deposits, graffiti and organic materials. The Contractor shall maintain a restroom

signature cleaning log on the interior door of the restroom, the log shall reflect the date and times the restroom has been serviced.

C.4.9.5.2 The Contractor shall clean and disinfect public and staff restrooms once a day and police and maintain (2) times per day.

C.4.9.5.3 The Contractor shall clean and disinfect restrooms and showers in Residential Unit Areas once a day. For NBYDC, the Contractor shall machine scrub/wash once a week between 8:30am to 2:00pm.

C.4.9.5.4 The Contractor shall notify the CA as repair or replacements of restroom fixtures and dispensers are identified.

C.4.9.5.5 The Contractor is **NOT** required to stock residential units with deodorant air fresheners.

C.4.9.6 **Clean and Maintain Floor Surfaces**

C.4.9.6.1 The Contractor shall provide a floor care schedule for cleaning and maintaining all floor surfaces including ceramic tile, carpet, wood, brick pavers, and concrete according to the type of floor surface and its care as described in Section C.3.19. Floor surfaces shall be free from obvious trash, debris, dirt, dust, marks or foreign matter.

- a) Corridors and lobby areas - dust mop and machine wash daily
- b) Unit pod (Resident living areas) - dust mop and wet mop floors daily and machine wash once a week.
- c) Gymnasium floor - dust mop daily
- d) All public and carpeted flooring - vacuum daily
- e) Office carpeted areas - vacuum once a week

C.4.9.6.2 All hard surface floors shall be dust mopped and machine washed daily as specified on the floor care schedules. The Contractor shall use a neutral cleaner for daily and weekly washing of floors. Floor surfaces requiring a finish shall have a uniformly clean appearance without obvious unsightly build-up. Floors requiring floor finish shall be stripped at a minimum twice per year. The Contractor shall resurface the floors using a floor glaze restorer procedure and burnish floors requiring finish once a week or according to the floor care schedules and burnish floors within 72 hours of new floor finish being applied. Between stripping, the Contractor shall top scrub and refinish the floors as needed. All treated surfaces shall be slip resistant. Walk-off mats shall be used at entrances during inclement weather.

C.4.9.6.3 The Contractor shall dust mop and damp mop floors daily and machine wash floors once a week in the medical unit, all restrooms and shower floors in public staff and residential areas with disinfectant cleaner to include but not limited to

patient observation, isolation and all examination rooms. Surfaces shall be free from obvious trash, debris, dirt, dust, marks or foreign matter.

C.4.9.6.4 The Contractor shall dust mop and damp mop with a neutral floor cleaner, the dining area floor, after each meal.

C.4.9.6.5 The Contractor shall dust mop and damp mop floors daily and machine wash floors once a week in all restrooms and shower floors in public, staff and residential areas with disinfectant cleaner. Surfaces shall be free from obvious trash, debris, dirt, dust, marks or foreign matter.

C.4.9.6.6 The Contractor shall dust mop and damp mop floors daily and machine wash floors once a week in the kitchen, unit pods, game spaces, education wing and classrooms with a neutral cleaner. Floor surfaces shall be free from obvious trash, debris, dirt, dust, grease, marks or stains.

C.4.9.6.7 The Contractor shall machine wash with disinfectant cleaner the holding cells floors (includes MPD and intake units) once per week.

C.4.9.6.8 The Contractor shall dust mop and machine wash the floors in laundry rooms, workshop areas and basement level twice a month.

C.4.9.7 Vacuum Spot Clean and Deep Clean Carpet

C.4.9.7.1 The Contractor shall vacuum and spot clean all carpet floors including cubicle spaces. Carpet shall be free of obvious spots, stains, chewing gum, tar, grease, litter, etc. and shall present a uniform clean appearance.

C.4.9.7.2 The Contractor shall vacuum and spot clean private office spaces once a week as specified by the CA.

C.4.9.7.3 The Contractor shall deep clean (carpet shampooing) all carpets on a regularly scheduled basis every 3 months.

C.4.9.8 Collect and Remove Trash and Recyclables

C.4.9.8.1 The Contractor shall collect and remove trash and recyclables at minimum 2 times daily throughout the facility. The Contractor shall collect and remove trash and recyclables 3 times daily in the Residential Pods (after each meal) or as directed by the CA. The Contractor shall ensure that all facility trash and recyclables shall be collected throughout the entire building. The Contractor shall ensure that trash or paper does not accumulate or overflow receptacles. Each wastepaper basket shall be lined with appropriate plastic liner of sufficient strength, durability, and thickness (Minimum 1.3 Mil) and trash and recycle liners shall have a minimum thickness (Minimum 2.0 Mil) to prevent leakage from liner. The Contractor shall

ensure all trash receptacles and wastebaskets are cleaned daily, free from dirt, food, beverage spoilage and odors.

- C.4.9.8.2** The Contractor shall NOT be responsible for removing Medical Hazardous waste (RED trash liners) from the Medical Unit.
- C.4.9.8.3** The Contractor shall ensure that when filled or at the end of the evening trash collection, trash carts shall be taken to trash containers located at the loading dock and emptied. Dumpster sites shall be kept clean and in order; and trash shall not be allowed to be blown in the ground.
- C.4.9.8.4** The Contractor shall ensure that collected trash lines from wastebaskets and trash receptacles shall be sealed and placed in a rubber or plastic tilt trash cart in preparation for removal from each building/facility.
- C.4.9.8.5** The Contractor shall line each wastepaper basket with appropriate liner or sufficient strength, durability, and thickness to prevent leakage from liner. Trash receptacles and wastebaskets shall be free from dirt, food, beverage spoilage and odors.
- C.4.9.8.6** The recyclables shall be collected separately and stored in designated, labeled Recycle containers.
- C.4.9.8.7** The Contractor shall empty recyclables on a weekly basis from offices where large and mid-sized centralized containers are located. Centralized containers may be large white corrugated boxes approximately 42” high holding white ledger paper and /or mixed paper and smaller corrugated boxes approximately 18” high holding newspapers. Centralized containers may also be composed of a plastic material.
- C.4.9.8.8** The centralized containers shall be emptied into marked plastic recycling containers (with wheels) designed for recycling use only.
- C.4.9.8.9** The Contractor shall provide descriptive labels in Spanish and English on all containers used to transport trash and recyclables to the loading dock or designated pick-up point within each building.
- C.4.9.8.10** The recycling containers shall be taken to the loading dock or pick-up point within the building to be replaced by the same size and type of container for recycling transport only. As specified, on a building-by-building basis, there may be a need to empty the recycling containers into another larger container designated by the recycling hauler for transport. In these cases, the recycling containers will not be replaced.
- C.4.9.8.11** The Contractor shall separate the recycling materials (white paper, mixed paper, newspaper and corrugated boxes) from the regular trash. Separation is intended

to mean that the recyclable commodities will be kept in containers that are different than the trash containers. Commingled bottles and cans should **NOT** be mixed with recycled paper but placed in a separate container for collection by the recyclable hauler. If such container is not available, place the clear plastic bags containing the bottles and cans next to the other recycling containers for open hauling collection.

- C.4.9.8.12** The Contractor shall pull corrugated containers from the trash stream and place them in designated places for recycling. The Contractor shall, if necessary, bundle or bind the corrugated containers to facilitate transport by the recycling hauler.
- C.4.9.8.13** The Contractor shall clean receptacles upon changing liners as needed.
- C.4.9.8.14** The Contractor shall weigh the recycling materials weekly, using scales provide by the District, and shall complete and submit a Weekly Recyclable Weight form to the CA.
- C.4.9.8.15** The Contractor shall collect and remove trash and recyclables four times a day, after each meal has been served and the end of the second shift as well as maintain the trash and recyclables requirements.
- C.4.9.8.16** The Contractor shall clean and maintain floor surfaces daily in all areas of the residential pods.

C.4.9.9 Trained Staff, Management and Supervision

- C.4.9.9.1** The Contractor shall employ competent supervisory personnel, adequate trained staff, supervision and management to fulfill the requirements of the contract. The Contractor's supervisors, at a minimum, shall have completed a supervisory training course. All staff shall be adequately trained in blood borne pathogens, occupational safety, and hazardous communications, preparation, mixing, and using of cleaning and disinfecting chemicals. The personnel employed by the contractor shall be trained and qualified in custodial green cleaning. At the discretion of the Contracting Officer, experience may be substituted for formal training. The on-site supervisor is required to be fully conversant in English. The Contractor's supervisory staff shall at a minimum:
- C.4.9.9.2** Perform the required services in a skillful and workmanlike manner;
- C.4.9.9.3** Maintain familiarity with acceptable green and non-green industry standards;
- C.4.9.9.4** Maintain certification in training and safety including the proper use of equipment and adherence to all safety rules and regulations and shall not create any hazardous or unsafe conditions while performing work; and

- C.4.9.9.5** Possess a valid government issued identification at all times when performing work under this contract.
- C.4.9.9.6** The Contractor's Supervisor shall be available at all times while the work associated with the contract requirements is in progress. Cellular telephone numbers shall be furnished to the CA, for use in contacting the supervisor should the need occur and the supervisor is not in the work site.
- C.4.9.9.7** The Contractor's employees shall be familiar with the facility's fire alarm system and trained on the procedures to follow in the event of fire or other emergency. Contractor shall coordinate the emergency procedures training with the CA. Contract employees are to receive this training no later than 30 days after assignment to duty.
- C.4.9.9.8** The Site Supervisor shall serve as the Contractor's primary point of contact and shall maintain responsibility on-site for oversight and supervision that ensures the successful performance of the contractor's requirements.

C.4.9.10 Cleaning Schedule

The Contractor shall submit within 10 days after award the Facility Cleaning Schedule and the Floor Care Cleaning Schedule to the CA.

C.4.9.11 Personnel Contact Information

- C.4.9.11.1** The Contractor shall provide the names of the Contractor's employees as well as subcontractors and their employees who will fulfill the requirements of this contract to the CA one week prior to start of services. Information shall include complete name, social security, function/job title, and scope of their work, experience and job-site location.
- C.4.9.11.2** The Contractor shall provide the name(s) of the Contractor's on-site supervisors, together with the telephone numbers or other communication devices assigned to them on the job sites by the Contractor to the CA.

C.4.11.18 Materials & Equipment

- C.4.11.18.1** All cleaning chemicals and equipment brought into the facility for use shall be approved first by the CA. The Contractor shall provide DYRS with all Material Safety Data Sheets (MSDS) within 10 days of contract award. The Contractor shall not use any equipment or materials owned by DYRS unless authorized by the CA.
- C.4.11.18.2** Upon contract award, the Contractor shall provide a detailed written itemized equipment inventory, showing the manufacturer type, model, serial#, age, and storage location of all equipment the Contractor will use to fulfill the

requirements of this contract. The Contractor shall ensure that all equipment remains in a good working.

C.4.11.19 Quality Assurance, Inspections and Performance Requirements

C.4.11.19.1 The Contractor shall provide the CA a Quality Assurance Plan (QAP) upon contract award detailing how the Contractor intends to provide an effective surveillance method of monitoring contractor performance for each listed objective in the scope of work. The QAP shall describe in detail what methods the Contractor will use to maintain a quality standard in operating and maintaining the facilities to meet the terms of the contract.

C.4.11.19.2 The Contractor shall meet with the CA once a month or as specified by CA for the duration of the contract period at a mutually agreed time and place to discuss pertinent contract administration issues including but not limited to implementation of the QAP, tenant observation and complaints. At these meetings, the Contractor shall demonstrate to the CA the extent to which the Contractor has fulfilled all the requirements of the contract. The Contractor shall also advise the CA of all instances where the Contractor has not fulfilled any of the requirements as well as complaints received by the Contractor which relate to the implementation of this contract. The Contractor shall provide in writing to the District a plan and schedule (with critical milestones) to remedy all deficiencies identified at this meetings.

C.4.11.19.3 The Contractor shall perform weekly quality assurance inspections and once a month inspection with the CA. The Contractor shall submit a copy of the weekly quality assurance inspection report to the CA.

C.4.11.19.4 The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the District during contract performance and for as long afterwards as the contract requires.

C.5 NEW BEGINNINGS YOUTH DEVELOPMENT CENTER SPECIFIC REQUIREMENTS

C.5.1 The Contractor shall perform routine daily cleaning for the buildings/facilities at the NBYDC. The Contractor shall provide green janitorial services for the NBYDC located at 8400 River Rd, Laurel, MD 20724, daily, Sunday through Saturday, except as otherwise stated by the CA. The Contractor shall be provided 24 hour access to NBYDC to perform daily, weekly, routine, monthly and periodic cleaning in accordance with the cleaning schedules provided by the Contractor.

C.5.2 The Contractor shall provide janitorial services on Saturdays, Sundays and on Holidays from 9:00 a.m. until 9:00 p.m.

C.5.3 Clean and Disinfect Culinary Dining Facility

- C.5.3.1** The Contractor shall clean and disinfect the dining tables and seats, and remove trash, and disinfect trash cans three (3) times daily in accordance with the following daily schedule:
- C.5.3.2** Monday through Friday at 8:15 a.m., 12:25 p.m., and 5:40 p.m.
Saturday, Sunday and Holidays at 8:15 a.m., 12:00 p.m., and 5:40 p.m.
- C.5.3.3** The Contractor shall complete each cleaning and disinfecting of the culinary dining facility within two (2) hours of the scheduled start times noted above. (Note: If the facility is in lock down the Contractor shall be required to pull trash from the youth housing units).

C.6 YOUTH SERVICES CENTER SPECIFIC REQUIREMENTS

- C.6.1** The Youth Services Center (YSC) is located at 1000 Mt. Olivet Road, NE, Washington, DC 20002. The Youth Services Center is a newly constructed, state-of-the-art, secured facility consisting of 105,000 square feet.
- C.6.2** The Contractor shall provide janitorial services on Saturdays, Sundays, and on Holidays from 8:00 a.m. until 7:00 p.m.
- C.6.3** The Contractor shall clean and disinfect Unit/Pod showers between the hours of 8:30 a.m. – 2:00 p.m. daily to include Holidays. Also, tables and furniture in the Residential pods and game space rooms shall be cleaned and disinfected daily.
- C.6.4** The Contractor shall clean and disinfect both MPD and YSC Intake Areas once per day between the hours of 9:00 a.m. – 2:00 p.m. daily to include Holidays.

SECTION D: PACKAGING AND MARKING

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

SECTION E: INSPECTION AND ACCEPTANCE

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

SECTION F: DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

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

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

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

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

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

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

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

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

F.3 DELIVERABLES

The Contractor shall provide specific information to the CA according to the following schedule:

Section	Deliverable	Quantity	Format/Method of Delivery	Due Date	To Whom
C.4.9.8.14	Weekly Recyclable Weight Form	1	Hard & Soft Copy	1 st Monday following the previous week	CA
C.4.9.10	Cleaning Schedule for Each Facility	1	Hard & Soft Copy	Upon award of Contract	CA
C.4.9.11	Contractor’s employees, functions, & contact info	1	Hard & Soft Copy	1 week prior to 1st day of service	CA
C.4.11.8.2	List of Equipment (type, serial number, model, etc.)	1	Hard & Soft Copy	Upon contract award	CA

C.4.11.18.1	Material Safety Data Sheets (MSDS)	1	Hard & Soft Copy	Within 10 days of contract award	CA
C.4.11.19.1	Quality Assurance Plan (QAP)	1	Hard & Soft Copy	Upon contract award	CA
C.4.11.19.3	Weekly Quality Assurance Inspection	1	Hard & Soft Copy	1 st Monday following the previous week	CA

F.3.1 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 fifty-one percent (51%) District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, the District shall not make final payment to the Contractor pursuant to Section G.3.2.

SECTION G: CONTRACT ADMINISTRATION 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 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

- G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the address listed below:

Address: Accounting Division
D.C. Department of Youth Rehabilitation Services
64 New York Avenue, NE 6th Floor
Washington, DC 20002
Telephone: (202) 671-4260

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

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

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

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

G.4 PAYMENT

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

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

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

G.5.1 In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.

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

G.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

“Pursuant to the instrument of assignment dated _____, make payment of this invoice to (name and address of assignee).”

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

G.6.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of One Percent (1%)

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

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

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

G.6.2 Payments to Subcontractors

G.6.2.1 The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this contract:

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

G.6.2.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

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

G.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.6.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.6.3 Subcontract requirements

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

G.7 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:

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

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.8.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.

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

G.9 CONTRACT ADMINISTRATOR (CA)

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

G.9.1.1 Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

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

- G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's prices and costs are consistent with the contractual amounts and progress is satisfactory and commensurate with the rate of expenditure;
- G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
- G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

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

Roger Douglas
8400 River Road
Laurel, MD 20724
Tel. (202) 299-3167
Cel. (202) 437-8211
roger.douglas@dc.gov

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

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

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

G.10 COST REIMBURSEMENT CEILING

G.10.1 Cost reimbursement ceiling for this contract is set forth in Section B.4.

G.10.2 The costs for performing the cost reimbursement elements of this contract shall not exceed the cost reimbursement ceiling specified in Section B.4.

- G.10.3** The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all of the cost-reimbursable obligations under this contract within the cost reimbursement ceiling.
- G.10.4** The Contractor must notify the CO, in writing, whenever it has reason to believe that the total cost for the performance of the cost-reimbursable elements of this contract will be either greater or substantially less than the cost reimbursement ceiling.
- G.10.5** As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of performing the cost-reimbursable elements of this contract.
- G.10.6** The District is not obligated to reimburse the Contractor for costs incurred in excess of the cost reimbursement ceiling specified in Section B.4, and the Contractor is not obligated to continue performance under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the cost reimbursement ceiling specified in Section B.4, until he CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised cost reimbursement ceiling for performing this contract.
- G.10.7** No notice, communication, or representation in any form from any person other than the CO shall change the cost reimbursement ceiling. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the costs reimbursement ceiling, whether such costs were incurred during the course of contract performance or as a result of termination.
- G.10.8** If any cost reimbursement ceiling specified in Section B.4 is increased, any costs the Contractor incurs before the increase that are in excess of the previous cost reimbursement ceiling shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- G.10.9** A change order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in Section B.4, unless the change order specifically increases the cost reimbursement ceiling.
- G.10.10** Only costs determined in writing to be reimbursable in accordance with the cost principles set forth in rules issued pursuant to Title VI of the D.C. Procurement Practices Act of 1985 shall be reimbursable.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2005-2103, Revision No. 11, date of last revision: 06/13/11, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Section J.2 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

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

H.4 FREEDOM OF INFORMATION ACT

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

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

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

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

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

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

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

- H.5.4** If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.
- H.5.5** With the submission of the Contractor's final request for payment from the District, the Contractor shall:
- (1) Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or
 - (2) Submit a request to the Contracting Officer for a waiver of compliance with section H.5.4 and include the following documentation:
 - (a) Material supporting a good faith effort to comply;
 - (b) Referrals provided by DOES and other referral sources;
 - (c) Advertisement of job openings listed with DOES and other referral sources; and
 - (d) Any documentation supporting the waiver request pursuant to section H.5.6.
- H.5.6** The Contracting Officer may waive the provisions of section H.5.4 if the CO finds that:
- (1) A good faith effort to comply is demonstrated by the Contractor;
 - (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
 - (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
 - (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.
- H.5.7** Upon receipt of the Contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two (2) business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the CA.
- H.5.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of Five Percent (5%) of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor

may appeal to the D.C. Contract Appeals Board as provided in this contract any decision of the CO pursuant to this Section H.5.8

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

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

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

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

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

H.8 WAY TO WORK AMENDMENT ACT OF 2006

H.8.1 Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.

H.8.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

H.8.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

H.8.4 The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.

H.8.5 The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

H.8.6 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

H.8.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

H.8.8 The requirements of the Living Wage Act of 2006 do not apply to:

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

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

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

- H.9.1.1** For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.
- H.9.1.2** If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.
- H.9.1.3** A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

H.9.2 Subcontracting Plan

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

- H.9.2.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.9.2.2** A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.9.2.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- H.9.2.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- H.9.2.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;

- H.9.2.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- H.9.2.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- H.9.2.8** A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and
- H.9.2.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.

H.9.3 Subcontracting Plan Compliance Reporting

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

- H.9.3.1** The dollar amount of the contract or procurement;
- H.9.3.2** A brief description of the goods procured or the services contracted for;
- H.9.3.3** The name of the business enterprise from which the goods were procured or services contracted;
- H.9.3.4** Whether the subcontractors to the contract are currently certified business enterprises;
- H.9.3.5** The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- H.9.3.6** A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and
- H.9.3.7** A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

H.9.4 Enforcement and Penalties for Breach of Subcontracting Plan

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

H.10 ADVISORY AND ASSISTANCE SERVICES

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

H.11 WAY TO WORK AMENDMENT ACT OF 2006

- H.11.1** Except as described in H.15.8 below, the Contractor shall comply with Title I of the "Way to Work Amendment Act of 2006", D.C. Law 16-118, effective June 9, 2006, for contracts for services in the amount of One Thousand and 00/100 Dollars (\$100,000) or more in any twelve (12) month period.
- H.11.2** The Contractor shall pay its employees and subcontractors who perform services under this contract no less than the current living wage published on OCP's website at <http://www.ocp.dc.gov>.
- H.11.3** The Contractor shall include in any subcontract for Fifteen Thousand and 00/100 Dollars (\$15,000) or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

- H.11.4** The Department of Employment Services (“DOES”) shall adjust the living wage annually and the OCP will publish the living wage rate on its website at <http://www.ocp.dc.gov>.
- H.11.5** The Contractor shall provide a copy of the fact sheet attached to each employee and subcontractor who performs services under the contract. The Contractor shall post the notice attached in a conspicuous place in its place of business. The Contractor shall include in any subcontract for Fifteen Thousand and 00/100 Dollars (\$15,000) or more a provision requiring the subcontractor to post the notice attached in a conspicuous place in its place of business.
- H.11.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for Fifteen Thousand and 00/100 Dollars (\$15,000) or more under the contract.
- H.11.7** The payment of wages required under the Living Wage Act shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.11.8 The requirements of the Living Wage Act do not apply to:**
- (1) Contracts or other agreements that are subject to wage level determinations required by federal law;
 - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
 - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
 - (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
 - (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act;
 - (6) An employee under twenty-two (22) years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act;
 - (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
 - (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));

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

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

H.11.9 The Mayor may exempt a Contractor from the requirements of the Living Wage Act, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act.

H.12 **Security Requirements**

H.12.1 The Contractor shall comply with all security requirements and procedures of the facility.

H.12.2 The Contractor shall conduct routine pre-employment criminal record background checks of all of the Contractor's staff that will provide services under this contract as permitted by D.C. law. Except for professionals in accordance with D.C. Office Code 3-1201.01, et seq. The Contractor shall not employ any staff in the fulfillment of the work under this contract unless said person has undergone a background check, to include National Criminal Information Center Report and Child Protective Services Report (Abuse and Neglect).

H.12.3 The Contractor shall provide the results of the background checks for each employee proposed to deliver services under this contract. Background checks for subsequent staff intended to perform services under this contract shall be provided to the CA. The Contractor's staff may begin employment pending the results of the criminal background checks, but immediately be terminated should the Contractor or DYRS determine the staff member is not suitable for employment based on the results of the criminal background checks. Additionally, the Contractor's staff may begin employment pending the results of the criminal background checks but the staff member shall be supervised at all times pending the results of the criminal background checks and at no time provide services to youth residences independent of supervision.

H.12.4 The Contractor shall conduct the criminal record background checks on an annual basis and for newly acquired employees. The Contractor shall disclose to DYRS through the CA, any arrests or convictions that may occur subsequent to employment. Any conviction or arrest of the Contractor's employees after employment shall be reviewed by DYRS which will determine the employee's suitability for continued employment.

- H.12.5** The Contractor shall maintain staff records including applications, licenses, certifications, security and medical clearances, satisfactory criminal background clearance, child protection register clearance, drug and alcohol screening.
- H.12.6** The Contractor's staff shall wear neat, clean, and professional attire. The attire shall include distinctive apparel identifying staff as Contractor's employees.
- H.12.7** The Contractor shall determine and provide additional personal protective equipment required for the safe performance of work. Protective clothing, equipment, and devices shall, at a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used.
- H.12.8** Facility Access Badges: All Contractor's staff are required to obtain a contractor ID and access badge from the District. The Contractor is responsible for all costs associated with obtaining id and access credentials/badges.

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

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

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

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

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

- H.12.9** The Contractor's staff shall wear identification badges at all times. The identification badges shall provide company logo, employee's name, and employee photograph.

H.13 DISTRICT RESPONSIBILITIES

- H.13.1** The District will provide the contractor storage space and closets for supplies, materials and equipment required to perform the services required under this contract.
- H.13.2** The District will provide the Contractor with access to exterior trash dumpsters and/or compactors as well as designated recycling hauling containers available for use in the facilities. The District requires the Contractor to insure and defend the District

Government against any claim arising out of the use of these dumpsters and compactors by the Contractor's employees as well as subcontractors and their employees who will fulfill the requirements of this contract. Corrugated cardboard should never be placed in the trash dumpsters and/or compactors for disposal. All cardboard is to be recycled.

H.13.3 Electrical power will be furnished through existing outlets at job sites as necessary for the Contractor's effective performance of the contract. The Contractor shall protect from damage all utility outlets it uses and shall immediately report to the District any damage to these utility outlets, and use all reasonable care to conserve the utilities provided.

H.14 CONTRACTOR RESPONSIBILITIES

H.14.1 The Contractor shall be responsible for providing janitorial services in accordance with the requirements of this contract.

H.14.2 The Contractor shall furnish all supplies, materials, equipment and employee training necessary for the performance of work under this contract unless otherwise specified herein. Training shall include all applicable OSHA and other related standards.

H.14.3 The Contractor shall develop a QCP that establishes procedures and responsibilities for controlling the quality of work to be performed. The Contractor is responsible for the implementation of the QCP.

H.14.4 The Contractor shall furnish all Material Safety Data Sheet (MSDS) for any materials used in the performance of this contract.

H.14.5 The Contractor shall obtain all licenses and permits necessary for the performance of this contract.

H.14.6 The Contractor shall make efforts to use recycled paper products and environmentally preferable materials.

H.15 ENVIRONMENTALLY PREFERABLE JANITORIAL PRODUCTS

H.15.1 Environmentally Preferable Product Goals

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

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

H.15.2 Environmentally Preferable Janitorial Products

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

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

H.15.3 Prohibited Cleaning Products

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

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

H.15.4 Janitorial Product Health and Environmental Requirements

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

H.15.4.1 Skin and Eye Irritation

- a) This attribute refers to janitorial cleaning supplies containing chemicals that are either mildly or strongly irritating to the skin or eyes. These substances are either highly alkaline or acidic.
- b) The Contractor shall use products with a pH between 7.2 and 7.8 which are acceptable alkaline levels.

H.15.4.2 Food Chain Exposure

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

H.15.4.3 Air Pollution Potential

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

H.15.4.4 Fragrances

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

H.15.4.5 Dyes

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

H.15.4.6 Minimizing Exposure to Concentrates

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

H.15.5 Packaging Reduced/Recyclable

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

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

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

H.15.6 Product Safety

H.15.6.1 The Contractor shall be responsible for:

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

d) Paying the clean up cost for any spills or leaks that occur while they are using or transporting their products.

H.16 ENVIRONMENTALLY PREFERABLE SOLVENT PRODUCTS

H.16.1 Environmentally Preferable Products Goals

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

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

H.16.2 Environmentally Preferable Solvent Products

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

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

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

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

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

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

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

and cellulosolve acetate (2-ethoxyethyl acetate). Most common glycol ethers are combustible.

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

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

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

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

H.16.3 Solvent Environmental Requirements

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

H.16.3.1 Health Hazards

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

H.16.3.2 Physical Hazards

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

H.16.4 Prohibited Solvents

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

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

H.16.5 Packaging Reduced/Recyclable

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

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

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

H.16.6 Product Safety

H.16.6.1 The Contractor shall be responsible for:

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

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

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

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

H.17.2 Paint Environmental Requirements

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

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

Product Type	Type of Paint	VOCs (grams/liter)	VOCs (pounds/gallon)
Category I	K.1 Interior Architectural		
	a. Flat	50 g/l	0.42 lb/gal
	b. Non-Flat	150 g/l	1.25 lb/gal
Category II	Exterior Architectural		
	a. Flat	100 g/l	0.83 lb/gal
	b. Non-Flat	200 g/l	1.66 lb/gal
Category III	Anticorrosive		
	a. Flat	250 g/l	2.1 lb/gal
	b. Semi-Gloss	250 g/l	2.1 lb/gal
	c. Gloss	250 g/l	2.1 lb/gal

H.17.3 Prohibited Paint Components

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

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

Ethylbenzene

H.17.4 Packaging

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

H.17.5 Product Safety

H.17.5.1 The contractor shall be responsible for:

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

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

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

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 RIGHTS IN DATA

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

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

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

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

- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.5.7** The restricted rights set forth in section I.5.6 are of no effect unless
- (i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____
 With _____ (Contractor's Name); and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.
- I.5.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.
- I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the

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

- I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

I.8 INSURANCE

- A. **GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a

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

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.
4. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$5,000,000 per occurrence, including the District of Columbia as additional insured.

5. Crime Insurance (3rd Party Indemnity). The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the District. The policy shall provide a limit of \$50,000 per occurrence. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their interests may appear.
 6. Environmental Liability Insurance. The Contractor shall provide a policy to cover costs associated with bodily injury, property damage and remediation expenses associated with pollution incidents including, but not limited to, mold, asbestos or lead removal. The policy shall provide a minimum of \$1,000,000 in coverage per incident and \$2,000,000 aggregate.
- B. **DURATION**. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. **LIABILITY**. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE, WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. **CONTRACTOR'S PROPERTY**. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. **MEASURE OF PAYMENT**. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. **NOTIFICATION**. The Contractor shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.
- G. **CERTIFICATES OF INSURANCE**. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Wilbur Giles
D.C. Department of Real Estate Services
Contracting and Procurement Division

2000 14th Street, NW, 5th Floor
Washington, DC 20009
Telephone: 202-671-1302
wilbur.giles@dc.gov

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

I.9 EQUAL EMPLOYMENT OPPORTUNITY

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

I.10 ORDER OF PRECEDENCE

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

ORDER OF PRECEDENCE

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

- A) An applicable Court Order, if any
- B) Contract document
- C) Standard Contract Provisions
- D) Contract attachments other than the Standard Contract Provisions
- E) IFB, as amended
- F) Bid

I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

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

I.12 GOVERNING LAW

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

I.14 CONTINUITY OF SERVICES

I.14.1 The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

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

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

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

I.14.2.1 Furnish phase-in, phase-out services for up to ninety (90) days after this contract expires and

I.14.2.2 Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval.

I.14.3 The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

I.14.4 The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

I.14.5 Only in accordance with a modification issued by the Contracting Officer, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

I.15 DISCRIMINATION CLAUSES

I.15.1 Anti-Discrimination Clause:

The Contractor:

- I.15.1.1** Shall not discriminate in any manner against any employee or applicant for employment in violation of Section 211 of the District of Columbia Human Rights Act (DC Law 2-38; DC Official Code Section 2-1402.11);
- I.15.1.2** Shall include a similar clause in every subcontract, except subcontracts for standard commercial supplies or raw materials;
- I.15.1.3** Shall, along with all subcontractors, post in a conspicuous place available to employees and applicants for employment, a notice setting forth the provisions of the anti-discrimination clause set out in Section 251 of the District of Columbia Human Rights Act (DC Official Code Section 2-1402.51).

I.15.2 Non-Discrimination Clause:

- I.15.2.1** The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, approved December 13, 1977, as amended (D. C. Law 2-38; D. C. Official Code §2-1402.11) (2001 Ed.) (“Act” as used in this Section). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, Contractor agrees and any subcontractor shall agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause as provided in Section 251 of the Act.
- I.15.2.2** Pursuant to rules of the Office of Human Rights, published on August 15, 1986 in the D. C. Register and Mayor’s Order 2002-175 (10/23/02), 49 DCR 9883, the following clauses apply to this contract:
 - I.15.2.2.1** The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence or business. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.
 - I.15.2.2.2** The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence or business. The affirmative action shall include, but not be limited to the following:
 - (a) employment, upgrading or transfer;

- (b) recruitment, or recruitment advertising;
- (c) demotion, layoff, or termination;
- (d) rates of pay, or other forms of compensation; and
- (e) selection for training and apprenticeship.

- I.15.2.2.3** The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Agency, setting forth the provisions in subsections I.16.2.2.1 and I.16.2.2.2 concerning non-discrimination and affirmative action.
- I.15.2.2.4** The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in subsection I.10.2.2.2.
- I.15.2.2.5** The Contractor agrees to send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- I.15.2.2.6** The Contractor agrees to permit access to his books, records and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of Human Rights or designee, for purposes of investigation to ascertain compliance with this chapter, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.
- I.15.2.2.7** The Contractor agrees to comply with the provisions of this chapter and with all guidelines for equal employment opportunity applicable in the District of Columbia adopted by the Director of the Office of Human Rights, or any authorized official.
- I.15.2.2.8** The Contractor shall include in every subcontract the equal opportunity clauses, subsections I.16.2.2.1 through I.16.2.2.9 of this section, so that such provisions shall be binding upon each subcontractor or vendor.
- I.15.2.2.9** The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

I.16 LIVING WAGE ACT OF 2006:

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

I.16.1 WAY TO WORK AMENDMENT ACT OF 2006

- I.16.1.1** Except as described in I.12.1.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 2006 (D.C. Law 16-118, D.C. official Code §2-220.01 *et seq.*) ("Living Wage Act of 2006"), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- I.16.1.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.
- I.16.1.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- I.16.1.4** The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- I.16.1.5** The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor all include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- I.16.1.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- I.16.1.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- I.16.1.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the

established living wage;

(3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;

(4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;

(5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;

(6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;

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

SECTION J: LIST OF ATTACHMENTS

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

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at www.ocp.dc.gov click on "Solicitation Attachments"
J.2	U.S. Department of Labor Wage Determination (Wage Determination No. 2005-2103, Revision No. 11 dated June 13, 2011)
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at www.ocp.dc.gov click on "Solicitation Attachments"
J.4	Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov click on "Solicitation Attachments"
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
J.7	Tax Certification Affidavit available at www.ocp.dc.gov click on "Solicitation Attachments"
J.8	DYRS Incident Notification Report
J.9	DYRS Operations Manual – Searches and Access
J.10	DYRS Facilities Square Footage

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

K.1 TYPE OF BUSINESS ORGANIZATION

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

(a) It operates as:

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

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

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

K.2 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

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

Bidder: _____ Date: _____

Name: _____ Title: _____

Signature: _____

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

K.3 BUY AMERICAN CERTIFICATION

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

EXCLUDED END PRODUCTS
COUNTRY OF ORIGIN

K.4 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each bidder shall check one of the following:

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

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



K.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

- 1) Is the person in the bidder's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

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

- 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 bidder deletes or modifies subparagraph (a)(2) above, the bidder must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.6 TAX CERTIFICATION

Each bidder must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.7.

K.7 CERTIFICATION OF ELIGIBILITY

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

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

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

K.8 CERTIFICATION OF ENVIRONMENTALLY PREFERABLE PRODUCTS (EPP)

K.8.1. The Contractor, by accepting this contract, agrees to supply the District with environmentally preferable and effective products in compliance with the Office of Contracting and Procurement specifications in support of its EPP initiative.

K.8.2 The Contractor, by accepting this contract, agrees that its products and services do not contain any prohibited items, ingredients or components delineated in Section H.

K.8.3 The Contracting Officer may terminate this contract or take other appropriate actions if the Contractor fails to comply or provide adequate supporting documentation to substantiate compliance with the EPP attributes required under this contract.

CERTIFICATION

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

Signature of Bidder

Date

K-9 SUBCONTRACTING PLAN

Page 1 of 2

PRIME CONTRACTOR INFORMATION:	
Company: _____ Street Address: _____ City & Zip Code: : _____ Phone Number: _____ Fax: _____ Email Address: _____	Solicitation Number: _____ Contractor's Tax ID Number: _____ Caption of Plan: _____ _____ _____
Project Name: _____ Address: _____ _____ Project Descriptions: _____ _____ _____	Duration of the Plan: From _____ to _____ Total Prime Contract Value: \$ _____ Amount of Contract (excluding the cost of materials, goods, supplies and equipment) \$ _____ Amount of all Subcontracts: \$ _____ LSDBE Total: \$ _____ equals _____% <div style="text-align: center; margin-top: 10px;"> LSDBE Subcontract Value Percentage Set Aside </div>

CONTRACTOR INFORMATION: (use continuation sheet for additional subcontracts)										
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____% Tier: : _____ 1st, 2nd, 3rd LSDBE Certification Number: _____ Certification Status: <table border="1" style="display: inline-table; border-collapse: collapse; text-align: center;"> <tr> <td style="padding: 2px 5px;">SBE:</td> <td style="padding: 2px 5px;">LBE:</td> <td style="padding: 2px 5px;">DBE:</td> <td style="padding: 2px 5px;">DZE:</td> <td style="padding: 2px 5px;">ROB:</td> <td style="padding: 2px 5px;">LRB:</td> </tr> </table> (check all that apply)			SBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Point of Contact: _____ Name (Print) Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
SBE:	LBE:	DBE:	DZE:	ROB:	LRB:					

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

CERTIFICATIONS

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

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

PERSON PREPARING THE SUBCONTRACTING PLAN:	
Name: _____ (Print) Telephone Number: () _____ - _____ Fax Number: () _____ - _____ Email Address: _____	Signature: _____ Title: _____ Date: _____

(SUBCONTRACTORS LIST CONTINUED)

Page 2 of 2

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

SUBCONTRACTOR INFORMATION: (use continuation sheet for additional subcontracts)										
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ % Tier : _____ 1st, 2nd, 3rd LSDBE Certification Number: _____ Certification Status: (check all that apply) <table border="1" style="display: inline-table; margin-left: 10px;"> <tr> <td style="width: 30px;">SBE:</td> <td style="width: 30px;">LBE:</td> <td style="width: 30px;">DBE:</td> <td style="width: 30px;">DZE:</td> <td style="width: 30px;">ROB:</td> <td style="width: 30px;">LRB:</td> </tr> </table>			SBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Point of Contact: _____ Name (Print) Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
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SUBCONTRACTOR INFORMATION:										
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ % Tier : _____ 1st, 2nd, 3rd LSDBE Certification Number: _____ Certification Status: (check all that apply) <table border="1" style="display: inline-table; margin-left: 10px;"> <tr> <td style="width: 30px;">SBE:</td> <td style="width: 30px;">LBE:</td> <td style="width: 30px;">DBE:</td> <td style="width: 30px;">DZE:</td> <td style="width: 30px;">ROB:</td> <td style="width: 30px;">LRB:</td> </tr> </table>			SBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Point of Contact: _____ Name (Print) Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
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SUBCONTRACTOR INFORMATION:										
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
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SUBCONTRACTOR INFORMATION:										
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ % Tier : _____ 1st, 2nd, 3rd LSDBE Certification Number: _____ Certification Status: (check all that apply) <table border="1" style="display: inline-table; margin-left: 10px;"> <tr> <td style="width: 30px;">SBE:</td> <td style="width: 30px;">LBE:</td> <td style="width: 30px;">DBE:</td> <td style="width: 30px;">DZE:</td> <td style="width: 30px;">ROB:</td> <td style="width: 30px;">LRB:</td> </tr> </table>			SBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Point of Contact: _____ Name (Print) Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
SBE:	LBE:	DBE:	DZE:	ROB:	LRB:					

Date Plan Received by CO: _____		
Report: <input type="checkbox"/> Acceptable	<input type="checkbox"/> Not Acceptable	Contract Number: _____
Name of CO	Signature	Date

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 METHOD OF AWARD

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

L.2 PREPARATION AND SUBMISSION OF BIDS

- L.2.1** Bidders shall submit a signed original and two (2) copies. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder's offer shall constitute the formal contract. **Each bid shall be submitted as specified in Section A.3 in a sealed envelope conspicuously marked: "Bid in Response to Solicitation No. DCJZ-2011-B-0177".**
- L.2.2** The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.
- L.2.3** The District may reject as non-responsive any bid that fails to conform in any material respect to the IFB.
- L.2.4** The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.
- L.2.5** The bidder must bid on all CLINs to be considered for this award. Failure to bid on all CLINs in Section B.4 will render the bid non-responsive and disqualify a bid.

L.3 FAMILIARIZATION WITH CONDITIONS

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

L. 4 BID SUBMISSION DATE AND TIME

Bids must be submitted no later than 2:00 pm local time on September 6, 2011, Tuesday, as specified in Section A.9.

L.5 WITHDRAWAL OR MODIFICATION OF PROPOSALS

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

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

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

- a. The bid or modification was sent by registered or certified mail no later than the fifth (5th) day before the date specified for receipt of bids; or
- b. The bid or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the District after receipt.

L.6.2 Postmarks

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

L.6.3 Late Submissions

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

L.6.4 Late Modifications

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

L.6.5 Late Bids

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

L.7 HAND DELIVERY OR MAILING OF BIDS

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

L.8 ERRORS IN BIDS

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

L.9 QUESTIONS ABOUT THE SOLICITATION

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions in writing to the Contract Specialist. The prospective bidder shall submit questions no later than 10 days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than 10 days before the date set for submission of bids. The District will furnish responses promptly to all prospective bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

L.10 FAILURE TO SUBMIT BIDS

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the CO (see Section G.7) 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 bid in response to this solicitation. If a recipient does not submit a bid and does not notify the CO, that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.11 BID PROTESTS

Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do

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

L.12 SIGNING OF BIDS

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

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

L.13 ACKNOWLEDGMENT OF AMENDMENTS

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

L.14 BIDS WITH OPTION YEARS

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

L.15 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

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

L.15.2 A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. This mandate also requires the bidder to provide a copy of

the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the bidder is required by law to make such certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

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

L.16 BID OPENING

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

L.17 CERTIFICATES OF INSURANCE

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 to:

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

L.18 GENERAL STANDARDS OF RESPONSIBILITY

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

- L.18.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.18.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.18.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

- L.18.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.18.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.18.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.18.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- L.18.8** If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.

L.19 SPECIAL STANDARDS OF RESPONSIBILITY

In addition to the general standards of responsibility set forth in section L.18, the prospective contractor must demonstrate to the satisfaction of the District specific special responsibility requirement(s) that a bidder must satisfy in order to be eligible for the award. The bidder must submit with its bid convincing evidence that demonstrates that the bidder meets the Special Standard(s) of Responsibility. **Bids submitted in response to this IFB shall be deemed nonresponsive and shall be rejected if the bidder fails to submit the information listed below:**

L.19.1 Past Performance

The Contractor shall submit two (2) verifiable references (total of four references) for each two (2) projects where the company provided janitorial services at a detention or a facility similar in size and scope to the subject solicitation within the past five (5) years. Project information shall include but not limited to:

- a) Contract No.
- b) Agency or Organization
- c) Description of project
- d) Contract amount
- e) Period of Performance
- f) Contact person, telephone number and email address

- L.20 If the bidder submits with its bid the information required by Section L.19 but the information submitted does not establish the bidder's compliance with Section L.19, the bidder shall be deemed nonresponsive and ineligible for award."**

L.21 PRE-BID CONFERENCE AND SITE VISITS

- L.21.1** A pre-bid conference will be held at 9:30 am (EST) on Monday, August 22, 2011 at the Youth Services Center (YSC) Conference Room located at the 2nd floor, 1000 Mt. Olivet Road, NE. Prospective bidders will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose for the conference is to provide a structured and formal opportunity for the District to accept questions from bidders on the solicitation document as well as to clarify the contents of the solicitation. Attending bidders must complete the pre-bid conference attendance roster at the conference so that their attendance can be properly recorded.
- L.21.2** Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-bid conference are only intended for general discussion and do not represent the Department's final position. All oral questions must be submitted in writing following the close of the pre-bid conference but no later than one calendar day after the pre-bid conference in order to generate an official answer. Official answers will be posted on the OCP website at www.ocp.dc.gov.
- L.21.3** Potential bidders are encouraged to attend the scheduled site visits. The site visit at the YSC will be conducted on the same day, right after the pre-bid conference.
- L.21.4** The site visit at the New Beginnings Youth Development Center (NBYDC) will be conducted on the same day, August 22, 2011, at 1:00pm.

SECTION M - EVALUATION FACTORS

M.1. Preferences for Certified Business Enterprises

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

M.1.1. Application of Preferences

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

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

M.1.1.8 Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the LMBE in response to this IFB.

M.1.2 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is twelve per cent (12%) for bids submitted in response to this IFB. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.1.3 Preferences for Certified Joint Ventures

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

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

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

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

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

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

M.2 EVALUATION OF OPTION YEARS

The District will evaluate bids 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.

J.1

**Government of the District of
Columbia Standard Contract
Provisions for Use with the
Supplies and Services Contracts
(March 2007) - available at
www.ocp.dc.gov, click on
“Solicitation Attachments”**

J.2
U.S. Department of Labor
Wage Determination
(Wage Determination No. 2005-
2103, Revision No. 11 dated
June 13, 2011)

Attachment B -Service Contract Act - Wage Determination.txt
 WD 05-2103 (Rev.-11) was first posted on www.wdol.gov on 06/17/2011

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

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

Diane C. Koplewski Division of
 Director Wage Determinations

Wage Determination No.: 2005-2103
 Revision No.: 11
 Date Of Revision: 06/13/2011

States: District of Columbia, Maryland, Virginia

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

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.08
01012 - Accounting Clerk II		16.92
01013 - Accounting Clerk III		22.30
01020 - Administrative Assistant		31.41
01040 - Court Reporter		21.84
01051 - Data Entry Operator I		14.38
01052 - Data Entry Operator II		15.69
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.21
01090 - Duplicating Machine Operator		14.21
01111 - General Clerk I		14.88
01112 - General Clerk II		16.24
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		13.62
01191 - Order Clerk I		15.12
01192 - Order Clerk II		16.50
01261 - Personnel Assistant (Employment) I		18.15
01262 - Personnel Assistant (Employment) II		20.32
01263 - Personnel Assistant (Employment) III		22.65
01270 - Production Control Clerk		22.03
01280 - Receptionist		14.43
01290 - Rental Clerk		16.55
01300 - Scheduler, Maintenance		18.07
01311 - Secretary I		18.07
01312 - Secretary II		20.18
01313 - Secretary III		25.29
01320 - Service Order Dispatcher		16.98
01410 - Supply Technician		28.55
01420 - Survey Worker		20.03
01531 - Travel Clerk I		13.29
01532 - Travel Clerk II		14.36
01533 - Travel Clerk III		15.49
01611 - Word Processor I		15.63
01612 - Word Processor II		17.67
01613 - Word Processor III		19.95
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		25.26
05010 - Automotive Electrician		23.51

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05040	- Automotive Glass Installer	22.15
05070	- Automotive Worker	22.15
05110	- Mobile Equipment Servicer	22.15
05130	- Motor Equipment Metal Mechanic	19.04
05160	- Motor Equipment Metal worker	24.78
05190	- Motor Vehicle Mechanic	22.15
05220	- Motor Vehicle Mechanic Helper	24.78
05250	- Motor Vehicle Upholstery Worker	18.49
05280	- Motor Vehicle Wrecker	21.63
05310	- Painter, Automotive	22.15
05340	- Radiator Repair Specialist	23.51
05370	- Tire Repairer	22.15
05400	- Transmission Repair Specialist	14.44
07000	- Food Preparation And Service Occupations	24.78
07010	- Baker	
07041	- Cook I	13.85
07042	- Cook II	12.55
07070	- Dishwasher	14.60
07130	- Food Service Worker	10.11
07210	- Meat Cutter	10.66
07260	- Waiter/waitress	18.08
09000	- Furniture Maintenance And Repair Occupations	9.70
09010	- Electrostatic Spray Painter	
09040	- Furniture Handler	19.86
09080	- Furniture Refinisher	14.06
09090	- Furniture Refinisher Helper	20.23
09110	- Furniture Repairer, Minor	15.52
09130	- Upholsterer	17.94
11000	- General Services And Support Occupations	19.86
11030	- Cleaner, Vehicles	
11060	- Elevator Operator	10.54
11090	- Gardener	10.54
11122	- Housekeeping Aide	17.52
11150	- Janitor	11.83
11210	- Laborer, Grounds Maintenance	11.83
11240	- Maid or Houseman	13.07
11260	- Pruner	11.26
11270	- Tractor Operator	11.58
11330	- Trail Maintenance Worker	16.04
11360	- Window Cleaner	13.07
12000	- Health Occupations	12.85
12010	- Ambulance Driver	
12011	- Breath Alcohol Technician	20.41
12012	- Certified Occupational Therapist Assistant	20.27
12015	- Certified Physical Therapist Assistant	23.11
12020	- Dental Assistant	21.43
12025	- Dental Hygienist	17.18
12030	- EKG Technician	44.75
12035	- Electroneurodiagnostic Technologist	27.67
12040	- Emergency Medical Technician	27.67
12071	- Licensed Practical Nurse I	20.41
12072	- Licensed Practical Nurse II	19.07
12073	- Licensed Practical Nurse III	21.35
12100	- Medical Assistant	24.13
12130	- Medical Laboratory Technician	15.01
12160	- Medical Record Clerk	18.04
12190	- Medical Record Technician	17.42
12195	- Medical Transcriptionist	19.50
12210	- Nuclear Medicine Technologist	18.77
12221	- Nursing Assistant I	37.60
12222	- Nursing Assistant II	10.80
12223	- Nursing Assistant III	12.14
12224	- Nursing Assistant IV	13.98
		15.69

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12235	- Optical Dispenser	20.17
12236	- Optical Technician	15.80
12250	- Pharmacy Technician	18.12
12280	- Phlebotomist	15.69
12305	- Radiologic Technologist	31.11
12311	- Registered Nurse I	27.64
12312	- Registered Nurse II	33.44
12313	- Registered Nurse II, Specialist	33.44
12314	- Registered Nurse III	40.13
12315	- Registered Nurse III, Anesthetist	40.13
12316	- Registered Nurse IV	48.10
12317	- Scheduler (Drug and Alcohol Testing)	21.73
13000	- Information And Arts Occupations	
13011	- Exhibits Specialist I	
13012	- Exhibits Specialist II	19.86
13013	- Exhibits Specialist III	24.61
13041	- Illustrator I	30.09
13042	- Illustrator II	20.48
13043	- Illustrator III	25.38
13047	- Librarian	31.03
13050	- Library Aide/Clerk	33.88
13054	- Library Information Technology Systems Administrator	14.21
13058	- Library Technician	30.60
13061	- Media Specialist I	19.89
13062	- Media Specialist II	18.73
13063	- Media Specialist III	20.95
13071	- Photographer I	23.36
13072	- Photographer II	16.65
13073	- Photographer III	18.90
13074	- Photographer IV	23.67
13075	- Photographer V	28.65
13110	- Video Teleconference Technician	33.76
14000	- Information Technology Occupations	20.39
14041	- Computer Operator I	
14042	- Computer Operator II	18.92
14043	- Computer Operator III	21.18
14044	- Computer Operator IV	23.60
14045	- Computer Operator V	26.22
14071	- Computer Programmer I	29.05
14072	- Computer Programmer II (see 1)	26.36
14073	- Computer Programmer III (see 1)	
14074	- Computer Programmer IV (see 1)	
14101	- Computer Systems Analyst I (see 1)	
14102	- Computer Systems Analyst II (see 1)	
14103	- Computer Systems Analyst III (see 1)	
14150	- Peripheral Equipment Operator (see 1)	
14160	- Personal Computer Support Technician	18.92
15000	- Instructional Occupations	26.22
15010	- Aircrew Training Devices Instructor (Non-Rated)	
15020	- Aircrew Training Devices Instructor (Rated)	36.47
15030	- Air Crew Training Devices Instructor (Pilot)	44.06
15050	- Computer Based Training Specialist / Instructor	52.81
15060	- Educational Technologist	36.47
15070	- Flight Instructor (Pilot)	35.31
15080	- Graphic Artist	52.81
15090	- Technical Instructor	26.80
15095	- Technical Instructor/Course Developer	25.08
15110	- Test Proctor	30.67
15120	- Tutor	20.20
16000	- Laundry, Dry-Cleaning, Pressing And Related Occupations	20.20
16010	- Assembler	
16030	- Counter Attendant	9.88

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16040 - Dry Cleaner	12.94
16070 - Finisher, Flatwork, Machine	9.88
16090 - Presser, Hand	9.88
16110 - Presser, Machine, Drycleaning	9.88
16130 - Presser, Machine, Shirts	9.88
16160 - Presser, Machine, Wearing Apparel, Laundry	9.88
16190 - Sewing Machine Operator	13.78
16220 - Tailor	14.66
16250 - Washer, Machine	10.88
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.14
19040 - Tool And Die Maker	23.38
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.02
21030 - Material Coordinator	22.03
21040 - Material Expediter	22.03
21050 - Material Handling Laborer	13.83
21071 - Order Filler	15.09
21080 - Production Line Worker (Food Processing)	18.02
21110 - Shipping Packer	15.09
21130 - Shipping/Receiving Clerk	15.09
21140 - Store Worker I	11.72
21150 - Stock Clerk	16.86
21210 - Tools And Parts Attendant	18.02
21410 - Warehouse Specialist	18.02
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.21
23021 - Aircraft Mechanic I	25.83
23022 - Aircraft Mechanic II	27.21
23023 - Aircraft Mechanic III	28.53
23040 - Aircraft Mechanic Helper	17.54
23050 - Aircraft, Painter	24.73
23060 - Aircraft Servicer	19.76
23080 - Aircraft Worker	21.01
23110 - Appliance Mechanic	21.75
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	26.02
23130 - Carpenter, Maintenance	21.40
23140 - Carpet Layer	20.49
23160 - Electrician, Maintenance	27.98
23181 - Electronics Technician Maintenance I	24.94
23182 - Electronics Technician Maintenance II	26.47
23183 - Electronics Technician Maintenance III	27.89
23260 - Fabric Worker	19.13
23290 - Fire Alarm System Mechanic	22.91
23310 - Fire Extinguisher Repairer	17.62
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	25.83
23381 - Ground Support Equipment Servicer	19.76
23382 - Ground Support Equipment Worker	21.01
23391 - Gunsmith I	17.62
23392 - Gunsmith II	20.49
23393 - Gunsmith III	22.91
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.89
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	25.17
23430 - Heavy Equipment Mechanic	22.91
23440 - Heavy Equipment Operator	22.91
23460 - Instrument Mechanic	22.59
23465 - Laboratory/Shelter Mechanic	21.75

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23470 - Laborer	14.98
23510 - Locksmith	21.90
23530 - Machinery Maintenance Mechanic	23.12
23550 - Machinist, Maintenance	22.91
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	22.59
23592 - Metrology Technician II	23.80
23593 - Metrology Technician III	24.96
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.75
23790 - Pipefitter, Maintenance	24.63
23810 - Plumber, Maintenance	22.29
23820 - Pneudraulic Systems Mechanic	22.91
23850 - Rigger	22.91
23870 - Scale Mechanic	20.49
23890 - Sheet-Metal Worker, Maintenance	22.91
23910 - Small Engine Mechanic	20.49
23931 - Telecommunications Mechanic I	29.95
23932 - Telecommunications Mechanic II	31.55
23950 - Telephone Lineman	27.41
23960 - Welder, Combination, Maintenance	22.91
23965 - Well Driller	22.91
23970 - Woodcraft Worker	22.91
23980 - Woodworker	17.62
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.79
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	10.57
24620 - Family Readiness And Support Services Coordinator	16.90
24630 - Homemaker	
25000 - Plant And System Operations Occupations	18.43
25010 - Boiler Tender	
25040 - Sewage Plant Operator	27.30
25070 - Stationary Engineer	20.84
25190 - Ventilation Equipment Tender	27.30
25210 - Water Treatment Plant Operator	19.49
27000 - Protective Service Occupations	20.84
27004 - Alarm Monitor	
27007 - Baggage Inspector	20.57
27008 - Corrections Officer	12.71
27010 - Court Security Officer	22.80
27030 - Detection Dog Handler	24.72
27040 - Detention Officer	20.57
27070 - Firefighter	22.80
27101 - Guard I	24.63
27102 - Guard II	12.71
27131 - Police Officer I	20.57
27132 - Police Officer II	26.52
28000 - Recreation Occupations	29.67
28041 - Carnival Equipment Operator	
28042 - Carnival Equipment Repairer	13.59
28043 - Carnival Equipment Worker	14.63
28210 - Gate Attendant/Gate Tender	9.24
28310 - Lifeguard	13.01
28350 - Park Attendant (Aide)	11.59
28510 - Recreation Aide/Health Facility Attendant	14.56
28515 - Recreation Specialist	10.62
28630 - Sports Official	18.04
28690 - Swimming Pool Operator	11.59
29000 - Stevedoring/Longshoremen Occupational Services	18.21
29010 - Blocker And Bracer	

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29020 - Hatch Tender	
29030 - Line Handler	23.13
29041 - Stevedore I	23.13
29042 - Stevedore II	21.31
30000 - Technical occupations	24.24
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	39.92
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	26.84
30021 - Archeological Technician I	29.56
30022 - Archeological Technician II	20.19
30023 - Archeological Technician III	22.60
30030 - Cartographic Technician	27.98
30040 - Civil Engineering Technician	27.98
30061 - Drafter/CAD Operator I	26.41
30062 - Drafter/CAD Operator II	20.19
30063 - Drafter/CAD Operator III	22.60
30064 - Drafter/CAD Operator IV	25.19
30081 - Engineering Technician I	31.00
30082 - Engineering Technician II	22.92
30083 - Engineering Technician III	25.72
30084 - Engineering Technician IV	28.79
30085 - Engineering Technician V	35.64
30086 - Engineering Technician VI	43.61
30090 - Environmental Technician	52.76
30210 - Laboratory Technician	27.41
30240 - Mathematical Technician	23.38
30361 - Paralegal/Legal Assistant I	28.94
30362 - Paralegal/Legal Assistant II	21.36
30363 - Paralegal/Legal Assistant III	26.47
30364 - Paralegal/Legal Assistant IV	32.36
30390 - Photo-Optics Technician	39.16
30461 - Technical Writer I	27.98
30462 - Technical Writer II	21.93
30463 - Technical Writer III	26.84
30491 - Unexploded Ordnance (UXO) Technician I	32.47
30492 - Unexploded Ordnance (UXO) Technician II	24.74
30493 - Unexploded Ordnance (UXO) Technician III	29.93
30494 - Unexploded (UXO) Safety Escort	35.88
30495 - Unexploded (UXO) Sweep Personnel	24.74
30620 - Weather Observer, Combined Upper Air Or	24.74
Surface Programs	25.19
30621 - Weather Observer, Senior	(see 2)
31000 - Transportation/Mobile Equipment Operation Occupations	(see 2)
31020 - Bus Aide	27.98
31030 - Bus Driver	14.32
31043 - Driver Courier	20.85
31260 - Parking and Lot Attendant	13.98
31290 - Shuttle Bus Driver	10.07
31310 - Taxi Driver	15.66
31361 - Truckdriver, Light	13.98
31362 - Truckdriver, Medium	15.66
31363 - Truckdriver, Heavy	17.90
31364 - Truckdriver, Tractor-Trailer	19.18
99000 - Miscellaneous Occupations	19.18
99030 - Cashier	
99050 - Desk Clerk	10.03
99095 - Embalmer	11.58
99251 - Laboratory Animal Caretaker I	23.05
99252 - Laboratory Animal Caretaker II	11.30
99310 - Mortician	12.35
99410 - Pest Controller	31.73
99510 - Photofinishing Worker	17.69
99710 - Recycling Laborer	13.20
	18.50

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99711 - Recycling Specialist		22.71
99730 - Refuse Collector		16.40
99810 - Sales Clerk		12.09
99820 - School Crossing Guard		13.43
99830 - Survey Party Chief		21.94
99831 - Surveying Aide		13.63
99832 - Surveying Technician		20.85
99840 - Vending Machine Attendant		14.43
99841 - Vending Machine Repairer		18.73
99842 - Vending Machine Repairer Helper		14.43

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.59 per hour or \$143.60 per week or \$622.27 per month

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

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

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

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

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

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

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and

Attachment B -Service Contract Act - Wage Determination.txt
related to user or system design specifications;

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

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

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

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

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

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

**** UNIFORM ALLOWANCE ****

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

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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

Attachment B -Service Contract Act - Wage Determination.txt
Conformances may not be used to artificially split, combine, or subdivide
classifications listed in the wage determination.

J.3
Office of Local Business
Development Equal Employment
Opportunity Information Report
and Mayor's Order 85-85 -
available at www.ocp.dc.gov,
click on "Solicitation
Attachments"

J.4
Department of Employment
Services First Source
Employment Agreement –
available at www.ocp.dc.gov,
click on “Solicitation
Attachments”

J.5
Way to Work Amendment Act of
2006 – Living Wage Notice

“THE LIVING WAGE ACT OF 2006”

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

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

The requirement to pay a living wage applies to:

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

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

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

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

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

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

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

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

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

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

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

64 New York Avenue, N.E., Room 3105, Washington, D.C. 20002

(202) 671-1880

J.6
Way to Work Amendment Act of
2006 – Living Wage Fact Sheet



LIVING WAGE ACT FACT SHEET

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

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

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

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

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

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

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

Enforcement

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

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

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

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

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

J.7
Tax Certification Affidavit –
available at www.ocp.dc.gov,
click on “Solicitation
Attachments”

J.8
DYRS Incident
Notification Form

Department of Youth Rehabilitation Services
Incident Notification Form

1. Report #

2. Incident Date	3. Incident Time:
4. Location:	5. Activity:
6. Reported By:	7. Title:
8. Reported To:	9. Title:
10. Report Date:	11. Report Time:

12. Reportable Incident Types

CLASS I	CLASS II	CLASS III
Death	Youth on Staff Assault	Fight (2 or More Youth)
Fire	Youth on Youth Assault	Accidental Injury
Hostage Taking	Staff on Youth Assault	Staff Discipline
Riot	Suicidal behavior, no injury	Damage to property (excess of \$1000)
Reported Crimes	Felony Arrest (Staff)	Theft (excess of \$500)
AWOL From Furlough	Felony Arrest (Youth)	Inappropriate sexual behavior
Escape	AWOL/Abscondence	Illegal drug/alcohol seized
Attempted Escape	AWOL/Escape-Apprehension	Possession of Contraband
Alleged Child Abuse	Other:	Other:
Serious Injury or Illness (Youth)		
Serious Work Related Injury (Staff)		

13. Data

Name	Assigned Unit	Sex	Race	Court	Most Serious Charge/Offense	Date of Placement
1						
2						
3						
4						

14. Incident Description (In the space below, on back, or use additional pages, describe the "who," "what," "when," "where," and "how" of the incident, including any staff actions, disciplinary action and/or notification of outside agencies.):

Continuation on back

J.9
DYRS Operations Manual –
Searches and Access

SEARCHES AND ACCESS**LESS-SECURE - Administrative Building****Authorized items include:**

- Purses, knapsacks, briefcases, etc
- Keys
- Feminine hygiene items
- Food products/Meals
- Open or unopened beverages (plastic, glass, cans)
- Mobile phones, PDA's, IPOD's, CD's, MP3's
- Laptops
- Prescription and over the counter medication

Unauthorized items include:

- Aerosol cans (i.e., hairspray, paint, deodorant, etc.)
- Can openers
- Cigarette lighters, matches
- Hazardous materials (e.g., gasoline, lye, poisons, cleaning fluids, acids)
- Mace
- Metal eating utensils
- Nail polish, nail files
- Pepper spray (cans or key chain)
- Personal handcuffs and leg irons
- Razor blades
- Sexually suggestive materials (e.g., magazines, pornography, DVDs', CDs')
- Tobacco products (i.e., cigarettes, chewing tobacco, etc.)

Anyone entering the Administrative Building must be searched again before entering the Secure area. No one is permitted to enter the Secure side without exiting the Sally port and being searched again

SEARCHES AND ACCESS

SECURE AREA

Authorized items include:

- Small purses and/or wallets to carry personal information
- Keys
- Feminine hygiene items
- Clear plastic back packs
- Standard briefcases (containing work related materials)
- Food products , meals
- Unopened beverages in plastic bottles
- Prescription and over the counter medication (daily dose)
- Equipment for DYRS use by staff while conducting audits and inspections; and DYRS issued cell phones, laptops, desktop computers or other tools and equipment used by employees in the performance of their duties
- Additional items (e.g., family photos, pictures, etc.) must be approved by management through use of Institution Property Access Form

Unauthorized items include:

- Aerosol cans (i.e., hairspray, paint, deodorant, etc.)
- Can openers
- Cigarette lighters, matches
- Electronics (MP3 player/IPOD)
- Hazardous materials (e.g., gasoline, lye, poisons, cleaning fluids, acids)
- Mace
- Metal eating utensils (forks, spoons, knives etc.)
- Nail polish, nail files
- Open beverage containers (which includes coffee mugs)
- Perfume/Cologne
- Pepper spray (cans or key chain)
- Personal handcuffs and leg irons
- Razor blades
- Sexually suggestive materials (e.g., magazines, pornography, DVDs', CDs')
- Tobacco products (i.e., cigarettes, chewing tobacco, etc.)
- Personal mobile phones and/pagers and personal cameras
- Personal DVDs' and/or Black Market CDs'

J.10
DYRS Facilities Square Footage

**New Beginnings Youth Development Center (NBVDC)
Flooring by Type and Building**

Sum of BLDG		
Location	Flooring	Total
Cntrl Adm	Carpet	29,195
	Ceramic Tile	3,914
	Unfinished Concrete	8,444
	Quarry Tile	1,618
Cntrl Adm Total		43,171
Cottage A	(blank)	-
	Floor Matting	72
	Carpet	4,848
	Ceramic Tile	360
	Unfinished Concrete	226
	Ceramic Tile Floor	200
Cottage A Total		5,706
Cottage B Total		5,706
Cottage C Total		5,706
Gym/Whs	Wood	28,565
	(blank)	
	Ceramic Tile	712
	Unfinished Concrete	4,208
	ware - Unfinished Concrete	6,800
Gym/Whs Total		40,285
(blank)	(blank)	
(blank) Total		
Grand Total		100,574

NOTE: Cottage B and C have the same floor plan.

Youth Services Center Square Footage

1st Floor

Hallway from stairwell

Hallway=/tile952

Game Space/tile=600X2=1,200

PODS/tile=945X4=3,780

Tile= 5,932

Classroom

Tile

E-106/tile=382

E-108/tile=382

E-109/tile=382

E-107/tile=382

Tile=1,528

Office Space

E-102 Floor type/tile=167

E-104 Floor type/tile=167

E-105 Floor type/tile=110

E-110 Floor type/ tile=149

E-111 Floor type/ tile=149

E-112 Floor type/carpet=181

E-113 Floor type/carpet=181

Carpet= 362

Tile= 742

Visitation

Main floor/carpet=1100

Room 1201/tile=184

Room 1202/tile=184

Room 1203/tile=184

Room 1204/carpet=340

Room 1205/carpet=340

Carpet= 1,780

Tile= 552

Public Space

Main hallway from control to secured area/tile=1075

Non Secured side hallway to room tile1600

Hallway to elevator/tile=344

Barbershop tile= 152

Freight elevator lobby /tile=292

Room 1600/tile =893

Tile= 1,681

Medical

Medical entrance from room /tile=184

Room 1510 carpet=140

Room 1504/tile=140

Room 1502tile=196

Room 1503/tile=180

Room 1512/tile=120

Room 1513/tile=130

Room 1507/tile=190

Carpet= 140

Tile= 1,140

Room 1515/tile=192
Room 1516/tile=156
Hallway/Doctors/tile= 248
Hallway /Nurses/tile= 165
Medical to intake /tile= 208
Intake entrance/tile =184
Intake hallway/tile=196

Tile= 1,349

Room 1414/tile =198
Room 1413/tile=198
Room 1402/tile=98
Room 1418 carpet=100
Room 1417 carpet=100

**Carpet= 200
Tile= 494**

MPD Side

Room 1314/tile=180
Room 1315/tile=180
Lounge MPD/tile=110
Cafeteria/tile =185
Room 1322/carpet=81
Room 1323 carpet= 162

**Carpet= 243
Tile= 655**

MPD Workspace/tile 1914
Lounge MPD/tile=100
Kitchen/tile=185
Hallway MPD to control/tile=252

Tile= 2,451

Staff muster/tile=800
Kitchenette/tile=137
Visitor Hallway behind Control/tile= 468
Sally port Control/tile= 196
Hallway Elevator Main/tile= 210

Tile= 1,811

Community Center

Room 1014/carpet= 1,950
Room 1015/carpet= 792
Room 1016/carpet= 693
Room 1017/carpet= 144
Room 1018/carpet= 144
Room 1019/carpet= 144
Room 1020/tile= 91
Room 1021/tile=116

**Carpet= 3,867
Tile= 207**

2nd Floor

Hallway from stairwell
Hallway/tile=952
Game Space/tile=600X2=1,200
PODS/tile=945X4=3,780

Tile= 5,932

Classroom

Tile

E-206/tile=382

E-208/tile=382

E-209/tile=382

E-207/tile=382

Tile= 1,528**Office Space**

E-202 Floor type/tile=167

E-204 Floor type/tile=167

E-205 Floor type/tile=110

E-210 Floor type/ tile=149

E-211 Floor type/ tile=149

E-212 Floor type/carpet=181

E-213 Floor type/carpet=181

Carpet= 362**Tile= 742**

Hallway superintendent/tile=1056

Hallway Nate Williams office/tile=450

Fred Williams Room 2303 carpet= 117

Room 2306/tile=456

Nate Williams Office Room 2305/tile= 504

Education/Workspace/carpet=1406

Room 2412/carpet=199

Room 2411/carpet=199

Room 2401/carpet=620

Room 2405/tile=620

Room 2406/tile=620

Carpet= 2,541**Tile= 3,706****2nd Floor**

Non Secure Admin

Lobby/Carpet = 1600

Room 2001/carpet =285

Room 2002carpet=285

Room 2004/carpet=285

Room 2006/carpet=295

Room 2008/carpet=310

Room 2010/carpet=130

Room 2012/carpet=143

Room 2014/carpet=143

Room 2020/ tile Community intervention=680

Room 2016/carpet=145

Kitchen/tile= 99

Copy room/tile =126

Room Office/carpet 108

Room 2023/carrpet= 108

Room 2025/carpet=144

Sally port to secured side/tile=396

Sprinkler control hallway/carpet=1700

Admin entrance carpet=456

Community intervention hallway/tile=104

Carpet= 6,137**Tile= 1,405**

3rd Floor

Lobby/carpet=1452

Workspace/carpet= 1400

Kitchen/tile=92

Room /carpet3006=120

Room /carpet3004=108

Room /carpet3005=110

Room /carpet3008=168

Room /carpet3007=120

Hallway telecom room /carpet=1056

Hallway exit to lobby/carpet=999

Hallway admin/carpet=910

Room 3016/carpet =358

Room 3015/carpet=400

Hallway Humble Quarters/carpet=246

Carpet= 7,447

Tile= 92

Basement

Room 0101/tile=176

Elevator Lobby tile=324

Tile= 400

Total Carpet Square footage = 23,079 sq. ft.

Total Tile Square footage = 32,347 sq. ft.