SECTION A - HISTORY AND BACKGROUND

The District of Columbia Public Library (DCPL) system is an independent agency comprised of 26 libraries and offers services and programs in other venues throughout the District. The flagship Martin Luther King Jr. Memorial Central Library (MLK) is currently under renovation and is expected to reopen in spectacular fashion in 2020. It was designed by Ludwig Mies van der Rohe ("Mies") who is regarded as one of the pioneers of modern architecture. The MLK Library is a steel and glass structure and is the only building designed and constructed by Mies in the District. It also has the distinction of being the only public library that he designed and has received historic designation.

Twenty-two (22) of the twenty-six (26) libraries have either been totally reconstructed, fully renovated, are in design, will soon be entering the construction phase or are scheduled for capital improvement within the next few years. These iconic buildings have been designed by some of the most renowned architects in the world and have won numerous awards. They were designed and constructed in accordance with LEED standards and requirements and the District of Columbia Green Building Act of 2006.

These buildings reflect the transformative nature of libraries and encompass what a 21st century state-of-art library should be. The libraries are open seven (7) days per week and receive approximately four million (4,000,000) annual visits. This number is expected to rise once MLK is reopened. It is important to note that one (1) library is open in each of the eight (8) wards on Columbus Day, Veteran’s Day, Martin Luther King’s Day, Presidents Day and Emancipation Day.

To ensure that DCPL continues to provide the quality of library services that District residents deserve, the library has developed and is implementing the DC Public Library “Know Your Neighborhood” Strategic Plan (2017-2021). (The plan can be viewed at https://www.dclibrary.org/strategicplan.) The work for which this Request for Proposals (RFP) is issued aligns with this initiative as clean and safe spaces are critical to providing quality programs and services.
SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

B.1 The District of Columbia Public Library (DCPL) is issuing this RFP to engage a qualified Contractor to furnish all labor, management, supervision, equipment, materials and supplies necessary to provide janitorial services and related supplemental services at the twenty-five (25) neighborhood libraries listed in Attachment J.9.

B.1.1 The District contemplates award of one (1) or more fixed price contract(s) in accordance with DCPL Regulations.

B.1.2 The term of the contract will be for a period of one (1) year with an option to extend for four (4) additional one (1) year option periods.

B.2 DESIGNATION OF SOLICITATION FOR THE SMALL BUSINESS SET-ASIDE MARKET ONLY

This RFP is designated only for certified small business enterprise (SBE) offerors under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2014”, D.C. Official Code § 2-218.01 et seq., as amended.

This RFP is being issued in the Set-Aside Market with a 35% SBE subcontracting requirement for contracts in excess of $250,000, in accordance with Paragraph H.9. Contractors that are certified by the District of Columbia, Department of Small and Local Business Development (DSLBD) will receive preference points during the evaluation process in accordance with Section M.5.

An Offeror responding to this solicitation that is required to subcontract shall be required to submit with its proposal, any subcontracting plan required by law. Proposals responding to this RFP may be rejected if the offeror fails to submit a subcontracting plan that is required by law.

B.3 PRICE

Offerors shall quote prices for the base and four (4) option years on each of the Price Schedules in order to receive consideration for contract award. See Attachment J.9 Form of Offer Letter.

B.4 COST REIMBURSEMENT SERVICES

DCPL will procure Supplemental Services on a cost reimbursement basis. The Contractor will be reimbursed for costs incurred in performing the Supplemental Services (See Section C.5.6) using the prices established in the Form of Offer Letter. All reimbursable services will require the Contract Administrator’s (CA) prior approval.
DCPL reserves the right to acquire the reimbursable services from sources other than the Contractor when it is determined to be in the best interest of DCPL to do so, price and other factors considered.

**B.5 SPECIAL PROVISIONS RELATED TO THE COVID-19 EMERGENCY**

(a) Notwithstanding section H.9 SUBCONTRACTING REQUIREMENTS, for all contracts in excess of $250,000 that are unrelated to the District’s response to the COVID-19 emergency but entered into during the COVID-19 emergency, absent a waiver pursuant to D.C. Official Code § 2-218.51, at least 50% of the dollar volume (“CBE minimum expenditure”) of the contract shall be subcontracted to SBEs.

(b) If there are insufficient qualified SBEs to meet the requirement of paragraph (a), the subcontracting requirement may be satisfied by subcontracting the CBE minimum expenditure to any qualified CBE; provided, that best efforts shall be made to ensure that qualified SBEs are significant participants in the overall subcontracting work.

(c) For every dollar expended by the Contractor with a resident-owned business (ROB), as defined in D.C. Official Code § 2-218.02(15), the Contractor shall receive a credit for $1.10 against the CBE minimum expenditure.

(d) For every dollar expended by the Contractor with a disadvantaged business enterprise (DBE), as defined in D.C. Official Code § 2-218.33, the Contractor shall receive a credit for $1.25 against the CBE minimum expenditure.

(e) For every dollar expended by the Contractor that uses a company designated as both a DBE and as a ROB, the Contractor shall receive a credit for $1.30 against the CBE minimum expenditure.

(f) "COVID-19 emergency" means the emergencies declared in the Declaration of Public Emergency (Mayor's Order 2020-045) together with the Declaration of Public Health Emergency (Mayor's Order 2020-046), declared on March 11, 2020, including any extension of those declared emergencies.

(g) This special provision shall apply to all option periods exercised under those contracts.

(h) Except as provided in this paragraph B.5, the requirements of section H.9 shall remain in effect.
SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK

The District of Columbia Public Library (DCPL) is seeking the services of a qualified Contractor to furnish all labor, management, supervision, equipment, materials and supplies necessary to provide janitorial and related supplemental services at the twenty-five (25) neighborhood libraries listed in Attachment J.9.

C.2 APPLICABLE DOCUMENTS

The Contractor shall comply with the most recent versions and any future revisions to all applicable federal and District laws, Court Orders, regulations, policies in the fulfillment of the required services. The following documents and any subsequent revisions are relevant to this procurement and are incorporated by this reference.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Document Type</th>
<th>Title</th>
<th>Version/Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>U.S. Law</td>
<td>Environmental Protection Agency (EPA) 42 USC sections 6901-6976 Concerning Hazardous Substances and Waste <a href="http://www.epa.gov">http://www.epa.gov</a></td>
<td>Latest Version</td>
</tr>
</tbody>
</table>
C.3 SCOPE OF WORK

C.3.1 The Contractor shall provide janitorial and related supplemental services seven (7) days a week at each twenty-five (25) libraries identified in Attachment J.9. The services shall also include policing of the grounds, entrances, debris removal from parking lots, patios, sidewalks, landings, steps, sidewalks, parking areas, facades, moats, and lawns located adjacent to the building and extending to the established property line. Please note that services will be required for a minimum of eight (8) hours per day and may increase based on building usage. The minimum eight (8) hours may not be consecutive. Library hours of operation can be found at http://www.dclibrary.org/ hours-locations.
C.3.2 The Contractor shall be responsible for providing the services outlined in this Section C with the goal of having clean, comfortable and operable neighborhood libraries for DCPL staff and the general public at all times.

C.3.3 “Green or approved equal” germicide cleaning products shall be used by the Contractor subject to approval by the CA. No substitution is permitted without the prior approval of the CA.

C.3.4 Trash and debris shall be placed in the appropriate DCPL provided container for recycling and trash pick-up. DCPL facilities have either an exterior dumpster or an interior trash room at each location for waste collection.

C.3.5 The Contractor shall take such safety and security precautions as necessary to protect the property, lives and occupants of each DCPL building. The Contractor shall immediately correct any fire and safety hazards caused by their personnel.

C.3.6 All materials and equipment used in performance of this contract shall be stored or secured in an approved storage area when not in use and at the end of the workday.

C.3.7 The Contractor shall comply with applicable federal, state and local regulations during the performance of this contract including, ensuring that all staff receive blood-borne pathogen training and receive appropriate equipment and supplies.

C.3.8 All work performed under this contract will be subject to inspection. DCPL representatives will perform random inspections of the quality of work being performed. The CA will be the designated official responsible for verifying contractor compliance. After contract award, any incidents of contractor noncompliance as evidenced by the monitoring procedures will be forwarded immediately to the Contracting Officer for appropriate action.

C.4 REQUIREMENTS

The Contractor shall furnish all personnel, labor, equipment, material, tools, supplies, supervision, management, and services, except as may be expressly set forth as District furnished (See Section H.13), and otherwise do all things necessary to perform and provide the work efforts described in this section. The basic standard services and standard planned services are services included in the monthly price for each building.

C.4.1 Internal Cleaning

The Contractor shall provide standard services and standard planned services of a custodial nature for the interior of the libraries. The Contractor shall use innovation,
technology and other means and methods to develop and perform the most efficient cleaning services for the building.

C.4.2 Exterior Cleaning

The Contractor shall provide standard services of a custodial nature for the exterior of the libraries as described below.

C.4.3 General Appearance and Policing

C.4.3.1 The Contractor shall provide exterior standard services for the work items listed below. The Contractor shall ensure all exterior areas are clean in appearance, free of litter, dirt, trash, debris and discarded items with no obvious signs of removable stains or foreign matter on concrete, brick, or other hard surfaces. The Contractor shall ensure all exterior areas surrounding the building shall be policed at a frequency to prevent trash and debris from accumulating; this includes the possible deposition of syringes, human and avian excrement.

C.4.3.2 The Contractor shall take into consideration that sidewalks in proximity to our properties are heavily traveled therefore, policing services are required at a frequency to maintain a clean appearance. Hosing down exterior areas surrounding the libraries may be required by the CA, weather permitting. When exterior cleaning or policing is performed, persons shall use all safety equipment and procedures specified in Occupational Safety and Health Administration (OSHA) 29 CFR 1910.1030.

C.4.4 Green Cleaning

C.4.4.1 The Contractor shall utilize environmentally preferably janitorial products, specifically: The Contractor shall provide environmentally preferable and effective janitorial products that support the District’s environmentally preferable purchasing (EPP) initiative which emphasizes products and services that have a lesser or reduced effect on human health and the environment, when compared with competing products or services that serve the same purpose. This comparison considers the life cycle of the product from raw material acquisition, production, manufacturing, packaging, distribution, re-use, operation, maintenance and disposal. See Section H for more information on EPP requirements.

C.4.4.2 The Contractor furnished products that are required during the performance of this contract shall be “green or approved equal products”. No substitution is permitted without the prior approval of the CA. This also includes the use of equipment that is efficient and effective in performance and energy conservation.

C.4.5 Safety and Training Manual

A Safety and Training Manual (Manual) will be available on site and accessible to all Contractor staff members. The Manual shall include contact information for product
questions; emergency contact for hazardous event (such as a spill); Material Safety Data Sheets (MSDS) for all products; and step-by-step instructions for proper use of each product (including use, dilution, and disposal). If cleaning staff is non-English speaking, then Training and Safety Manual will have a multi-lingual format. MSDS shall be provided as new products are used.

C.4.6 Schedule/Employee Contact Information

The Contractor shall develop and submit to the CA prior to commencement of services, a detailed staffing list to include, but not limited to: 1) names, titles, and telephone numbers of the Contractor’s employees as well as subcontractors and their employees; 2) emergency contact telephone numbers and email address; 3) the number of staff to be assigned to each building; 4) hiring plans, and 5) shift schedules.

C.4.7 Daily Sign-In and Sign-Out

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

C.5 JANITORIAL CLEANING CHECKLIST FREQUENCY

The Contractor shall provide janitorial services in accordance with the Cleaning Frequency schedule below:

C.5.1 Frequency - Daily

A. Restrooms:

Perform effective restroom cleaning procedures by the removal of harmful germs and bacteria that may be present on door handles, fixtures, walls, floor and floor drains, and other surfaces to prevent the spread of contagious illnesses. There must be a schedule to ensure that they are refreshed frequently and should include restocking of hand soap and hand sanitizer, toilet paper, and paper towels (if used), as well as spot cleaning where required.

a. Clean all floors, counter tops, basins, toilet partitions, toilets, urinals, light switches, mirrors, door knobs, and showers.
b. Disinfect floors; counter tops, basins, toilets, urinals, and showers (if applicable) after cleaning.
c. Ensure floor drains are operating properly.
d. Ensure mirrors, stainless steel casings, and polish surfaces are free from smudges, water spots, and debris.
e. Maintain adequate supplies for soap dispensers, toilet paper dispensers, air fresheners, paper towel dispensers, urinal screens, and toilet seat cover dispensers at all times. (Minimum of 7 day inventory required for back stock).
f. Descaling shall be performed on toilet bowls and urinals as often as needed to keep areas free of scale and other deposits. After descaling, surfaces shall be free from streaks, stains, scale, scum and rust stains.
g. Ensure that waste cans and other waste receptacles are emptied, cleaned, lined, and sanitized as needed.

A. Offices, Staff Workrooms

All interior spaces are to present a uniformly clean appearance. All vertical and horizontal (fewer than 8ft in height) surfaces shall be dusted with a treated dust cloth.

a. All surfaces (desks, counters etc.), shall be free of dirt, dust and debris
b. Glass surfaces (excluding exterior windows) shall be clean and free of smudges.
c. Furniture shall be free of obvious dust, dirt, and debris and realigned to original setting.
d. Carpets shall be free of obvious spots, stains, dirt and debris.
e. Floors requiring a finish shall be maintained at a high luster and shall be free of all marks, dirt and debris.
f. Wood paneling shall be free of soil substances, dust, streaks and spots.
g. Office documents, furniture, and work environment shall not be disturbed by personnel while performing services.
h. Remove cobwebs.

B. Program Rooms and Meeting Spaces

a. Tables and chairs shall be cleaned to remove dirt, smudges, etc.
b. Work surfaces, countertops, tables and chairs (to include legs and sides) shall be wiped down.
c. Each computer and desk (if any) shall be free of dust.
d. All floor surfaces shall be swept, vacuumed and/or moped daily. Floor should be clear from obvious dirt and debris with all spots removed.
e. Tables and chairs shall be returned to the standard meeting room arrangement.
f. Remove cobwebs

C. Entrance, Corridors, and Lobby Areas

a. Entrance/Lobby areas – Areas shall be swept and free from litter, gum, dirt, dust and debris at all times during time services are rendered. Immediate areas outside building entrances must be kept clear of debris and obvious dirt. Mats must be vacuumed and spot cleaned (as needed). Soil and moisture underneath mats shall be removed and mats returned to their normal location.
b. Doors and Windows. Clean the interior of doors and windows at entrances and spot clean the exterior surfaces and glass as needed. After cleaning, there shall be no traces of film, dirt, smudges, water, or other foreign matter.

c. Corridors- Corridor shall present a clean appearance free from litter, dirt, debris, empty boxes, and discarded items. Chairs and other furniture shall not be stored in hallways. Cleaned corridors shall show no signs of liquid spillage, stains or foreign matter.

D. Drinking Fountains/Hydration Stations

Drinking fountains/hydration stations shall be cleaned and free of watermarks, debris or encrustation and shall be sanitized. Polished surfaces shall be wiped free from streaks, stains, scale, scum and rust stains.

E. Trash and Recyclables

Facility trash shall be collected regularly (as necessary) to assure that trash and recyclable materials are not allowed to accumulate and overflow receptacles. Trash/Recycling shall be placed in the identified areas.

a. Dumpster areas shall be kept clean, orderly, and trash shall not be allowed to blow around on the ground.

b. Trash receptacles/waste baskets shall be emptied daily to rid them of dirt, food, beverage spoilage and odors.

c. Trash receptacle liner bags shall be changed daily.

d. Broken furniture, wooden pallets and similar large objects are to be set aside for bulk collection pick up.

e. Recyclables shall be collected separately and stored in designated and appropriately labeled recycle containers. Recyclables shall be transported and stored separately from trash. The transportation of recyclables should be in marked plastic recycling containers.

F. Terraces and Balconies

Terraces and balconies shall be spot swept and monitored for loose debris daily. Trash receptacles shall be emptied and loose debris removed from all areas. Special emphasis shall be given to these areas during warm weather due to increased usage.

G. Corridor Sanitizer Dispensers

All corridor sanitizer dispensers shall be serviced and refilled (if needed) with approved sanitizer.
H. Staff Lounge/Kitchen Area

Clean daily all floors, counter tops, sinks, equipment, light switches, and door knobs/panic bars.

a. Disinfect floors, counter tops, and basins daily (after cleaning)
b. Clean and disinfect tables and chairs (top and underside; disinfect after cleaning)
c. Ensure floor drains (if present) are operating properly and odor-free; flush clogged drains with hot water to remove clog.
d. Empty trash receptacles. Do not allow trash to overflow.
e. Microwaves shall be cleaned, wiped, and free from food scraps and debris.

I. Vacuuming *(For the purpose of this contract, carpet or carpeting includes wall-to-wall carpeting as well as room sized rugs and area rugs located in walkways and foyers.)*

a. All carpets shall be clean and free of dirt, debris and obvious spots and stains. Carpet spotting should be accomplished as needed. Carpet cleaning is the responsibility of DCPL.
b. Vacuum all carpets and floors, extending the vacuuming to remove obvious dirt from, around, and under furniture. Moving of furniture, trash receptacles and easily moved items may be needed in order to vacuum or for the use of an appropriate attachment to the vacuum.
c. Carpet surfaces, including corners, shall be clean and free from dust balls, dirt and other debris.
d. Nap on carpets shall lie in one direction upon completion of the vacuuming task.
e. Main lobbies and high public use areas shall be free from all loose soil, sand, mud, footprints, and present a neat appearance at all times.
f. Any carpet within the elevators shall be vacuumed and spot cleaned as needed.
g. Every effort shall be made to ensure that furniture and baseboards are not struck with equipment. Any marks that are caused by the equipment and cannot be removed shall be reported to the attention of the CA.

C.5.2 Frequency – Weekly

A. Dusting

a. All horizontal, vertical, light fixtures, and furniture surfaces under 7ft in height shall be cleaned of obvious dust, including all tables in reading rooms, study rooms and meeting rooms and from behind monitors with a treated dust cloth. Cobwebs shall be removed along ceiling, baseboards, corners, floor corners, and window sills.
b. Window sills, lounge furniture and associated tables shall be dusted/cleaned to ensure a dust-free appearance. Lobby/foyer and high use common areas shall be free of all paper, trash, empty bottles and other discarded material. There shall be no evidence of wads of gum, spots of tar or wet areas of any foreign substances. Items such as file/storage cabinets, computers, light fixtures, book stacks, hand rails, clocks, window blinds, and upper and lower vents, fire extinguishers boxes, etc. shall be dusted and free of smudges, smears, grim, etc.

B. Carpet Maintenance

Excessive buildup or crusted material shall be removed along with spots, smears and stains. There shall be no evidence of fuzzing caused by harsh rubbing or brushing. Cleaned areas shall blend with adjacent areas of carpeting. Spots and stains which cannot be removed and appear to be permanent, along with any tears and unraveling should be immediately brought to the CA’s attention.

C. Elevator Cleaning

a. Elevators shall be cleaned weekly and shall be taken out of automatic services mode prior to cleaning and returned to the automatic service mode when cleaning is completed.
b. Elevator doors shall not be wedged open.
c. All horizontal and vertical surfaces and louvers shall be dusted with a treated dust cloth.
d. Any carpet within the elevators shall be vacuumed (daily) and spot cleaned.
e. Non-carpeted floors shall be damp mopped (daily) and spray buffed (if required).
f. Elevator door tracks and groves shall be cleaned with the proper equipment and supplies to remove all grit, sand and other debris.
g. Walls shall be spot cleaned and metal (stainless steel and brass) shall be polished.
h. All light fixtures shall be damp wiped.

D. Hard Surface Floor Care

a. Spray buffing, or manufacturer recommended care shall be performed on floors in areas such as entrances, lobbies, main corridors, hallways etc.
b. Floors will be damped mopped and maintained per manufacturer’s recommendations.
c. Floors shall be free of streaks, spots, stains, mop strand marks, and skipped areas. There shall be no build-up in corners or crevices.
d. Walls, baseboards and other surfaces shall be free of finish residue and marks from the equipment.
e. Areas that are accessible to floor cleaning equipment shall be swept, mopped, and maintained. Furniture, trash receptacles and easily moved items shall be moved to maintain floors underneath.

E. Stairways and Landings

a. Floor surfaces shall be swept, mopped and cleaned as appropriate for the particular floor covering. Grease, grime, gum, scuffs and other marks shall be removed from stair guards, handrails and baseboards.

b. All marks, dirt, smudges, scuffs, and other foreign matter shall be removed from the adjoining stairwell walls to maintain a clean, uniform appearance.

C.5.3 Frequency – Monthly

A. High Dusting/Cleaning

High cleaning shall include cleaning horizontal and vertical surfaces above 8’ from floor level including all overhead piping and ceiling areas. All dust, lint, litter, and soil shall be removed from all surfaces. Walls shall be free of dirt, smudges, and markings. Ceilings are to be free of cobwebs and loose dirt.

B. Wall and Baseboard Heaters

Heaters shall be dusted, wiped, and free of dirt, smudges, and markings.

C.5.4 Frequency – Quarterly

Public Restrooms

The Contractor shall provide a deep cleaning (GI) of all public restrooms on a quarterly basis. This service shall be performed during hours when the facilities are closed to the public. (See www.dclibrary.org for hours of operation).

C.5.5 Porter Services

Porter services are considered Additional Services that may be needed for special events or to perform specific services at a particular location as required by the CA. The Contractor shall provide porters during business hours (Monday through Sunday) including Columbus Day, Veteran’s Day, Martin Luther King’s Day, Presidents Day and Emancipation Day. The price for Porter Services shall be as specified in the Form of Offer Letter. Porter services include but are not limited to:

C.5.5.1 Provide conference/meeting style set-up and break down for special events. These events may be held either inside or outside of the building.
C.5.5.2 Empty trash receptacles to prevent over flow during special events to present a clean, sanitary space at all times.
C.5.5.3 Keep floors, tables and other surfaces free of trash and debris.
C.5.5.4 Assist with loading and unloading of equipment, material, supplies and other items used for special events or programs.
C.5.5.6 Provide special cleaning before, during and after special events.
C.5.5.7 Assist with assembly and disassembly of furniture, furnishings, etc.
C.5.5.8 Move furniture, equipment and supplies, etc. upon request by the CA.

C.5.6 **Supplemental Services**

Supplemental Services are services that are above standard and not covered in the monthly price. The services will be requested by the CA on an as needed basis. Supplemental Services will be provided by the Contractor on a cost reimbursement basis (see Section G) at the prices specified in the Form of Offer Letter. Supplemental services include but are not limited to:

1. Specialized floor care services
2. Carpet and rug shampooing
3. High cleaning horizontal and vertical surfaces above 8 ft.
4. Window washing interior
5. Window washing exterior
6. Venetian blind cleaning

C.6 **EQUIPMENT AND SUPPLIES**

C.6.1 Supplies and equipment shall include all necessary supplies and equipment to perform the job duties specified in Section C, i.e. safety data sheets Blood borne Pathogens Spill Kit; properly labeled chemicals; personal protective equipment and chemical dilution units. The Contractor shall also maintain a wet/dry vacuum on site.

C.6.2 The Contractor shall provide the CA with an inventory list of equipment and supplies that will be used to fulfill the requirements of this contract prior to commencement of services.

C.7 **PERFORMANCE CRITERIA**

C.7.1 Acceptable and unacceptable contract performance will be determined between the CA and the Contractor. The CA will require the contractor to explain, in writing, the cause for the unacceptable performance, the corrective action that will be taken to obtain an acceptable service level(s) and preventative actions that will be instituted to prevent a reoccurrence. The contractor may not be paid for the portion of the services determined to be unsatisfactory by the CA. When the performance is considered to be unsatisfactory, a report shall be made by the CA to determine the price deduction to be taken. Deduction rates are explained in Section C.8.
C.7.2 If the Contractor fails or refuses to correct deficiencies promptly, the Contracting Officer may issue an order stopping all or any part of the work, and hold the Contractor in default of the contract.

C.8 PERFORMANCE PAYMENT DEDUCTIONS CHART

C.8.1 The Contractor’s performance will be compared to standards set forth by the “Institute of Inspection, Cleaning and Restoration Certification (IICRC) or its equivalent and shall not exclude common sense considerations as may be applied by the CA. If the performance in any required services is unsatisfactory, and poor performance is clearly the fault of the contractor, monthly payments to the contractor may be reduced by the CA as deemed appropriate. Monetary deductions may also be taken by the DCPL for defective individual services not satisfactorily performed and/or not performed as outlined:

<table>
<thead>
<tr>
<th>Infraction</th>
<th>Explanation</th>
<th>Deduct Amount</th>
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</thead>
<tbody>
<tr>
<td>Attendance/Absenteeism</td>
<td>Any absence shall require a substitute custodian. Failure to do so shall result in a credit to the agency</td>
<td>DCPL shall deduct $65.00/hr. from the Contractor’s monthly invoice for each hour the custodian is absent, with a minimum of four (4) hours charged.</td>
</tr>
<tr>
<td>DCPL provision of service due to failure of contractor to provide services</td>
<td>Contractor fails to provide custodial services and DCPL deems it necessary to provide service by in-house staff</td>
<td>DCPL shall deduct $65.00/hr. from the Contractor’s monthly invoice for each hour the DCPL custodian worked, with a minimum four (4) hour charge.</td>
</tr>
<tr>
<td>Failure to correct deficiencies</td>
<td>Deficiencies are not corrected to the documented satisfaction of DCPL after four (4) efforts to cure</td>
<td>DCPL shall deduct $500/per occurrence. If deficiency persists, contract may be terminated.</td>
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C.8.2 In the event of continued unsatisfactory performance with documentation of four (4) incidences where correction and time to cure has been given, the contract may be terminated for default in accordance with Section H.17.
C.9 **IDENTIFICATION OF CONTRACTOR PERSONNEL AT DCPL FACILITIES**

All Contractor personnel and subcontractors working at or in any DCPL library shall be identified by a Photo ID issued by the Contractor which shows the individual’s photograph, contractor’s company name. Said ID shall be worn in a conspicuous place and be made available for inspection upon request by the CA or other District government personnel.

C.10 **BACKGROUND INVESTIGATIONS**

C.10.1 All Contractor personnel and subcontractors working at or in any library shall have a criminal background check investigation that includes child protection register clearance and drug and alcohol testing.

C.10.2 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).

C.10.3 The Contractor shall provide the results of the background checks to the CA 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, however:

- the staff member shall be supervised at all times
- staff members shall not provide services to in areas designated for children or youth independent of supervision
- staff member will not be allowed to work in any DCPL building should the criminal background check contain information that warrants removal

C.10.4 The Contractor shall conduct the criminal record background checks on an annual basis and for newly acquired employees. The Contractor shall disclose to DCPL through the CA, any arrests or convictions that may occur subsequent to employment and the affected employees shall not be assigned to the DCPL contract.

C.10.5 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.
C.11 QUALITY CONTROL PLAN (QCP)

C.11.1 The Contractor shall establish and implement a complete QCP to ensure the required services are provided effectively and successfully. The Contractor’s QCP shall be a system for identifying and correcting deficiencies in the quality of service delivery before the level of performance becomes unacceptable and identify areas to improve service delivery. The QCP shall be prepared by the Contractor and provided to the CA for review and approval no later than thirty (30) business days after contract award.

C.11.2 The Contractor’s QCP shall be a living document and shall be adjusted to ensure the optimum delivery of service and satisfaction to DCPL. The QCP shall, at a minimum, shall include or address the following:

C.11.2.1 An inspection system covering all work tasks stated in the contract. The inspection system shall include a Janitorial Services Checklist for cleaning personnel to complete each time a space is cleaned. The Checklist shall be posted in a conspicuous place where it is visible to the CA or other inspectors. The Checklist shall specify areas to be cleaned and inspected on a per cleaning basis. Compliance satisfaction may be noted on checklist by the DCPL Branch Manager.

C.11.2.2 The Contractor shall maintain adequate records of all inspections made by cleaning personnel as indicated above and shall include at a minimum, the nature (when, where, what) and number of inspections that were made. Records shall include the name of the inspector and the number, location, type of deficiencies found and the corrective action taken for deficiencies.

C.11.2.3 The QCP shall contain a method for identifying and correcting deficiencies in the quality of services performed before the level of performance becomes unacceptable and to prevent recurrence.

C.11.2.4 The Contractor’s QCP shall be evaluated for adequacy and changed or updated by the Contractor as a part of all preventive and corrective actions.

C.12 STRIKE CONTINGENCY PLAN

The Contractor shall develop and submit a Strike Contingency Plan (SCP). The SCP shall describe in detail how the Contractor shall staff the building to provide the required services in event of a strike by the Contractor’s employees. A copy of this document shall be made available to the CA upon request.

C.13 EXPOSURE CONTROL PLAN

The Contractor shall develop and maintain an Exposure Control Program fully compliant with OSHA 29 CFR 1910.1030 (Applicable Document #1) for each
building under the contract. A copy of this document shall be made available to the CA upon request.

C.14 **PANDEMIC PLAN**

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

Contractor to follow CDC- Cleaning Guidelines Covid-19 Pandemic cleaning and show evidence of such to include:

- PPE- Donning and Doffing practices.
- EPA Disinfectants use in DCPL facilities, identify locations of use.
- Spray vs. wiping techniques.
- Use of sprayers-foggers-misters-electrostatic
- Dwell time and the importance of the dwell-time
- Soil removal
- Hand hygiene
- Describe method of how to clean a potential infected area.
- General Environmental Cleaning Techniques: Provide process, describe method.
- Visual site assessment
- Challenges to safe cleaning
- Need for additional PPE
- Techniques to avoid spreading microorganisms
- Cleaning of low touch surfaces before high-touch surfaces.
- Cleaning of office spaces before restrooms.
- Clean floors last to allow for collection of microorganisms dirt that may have fallen.
**Designated DCPL Space: Prioritize for environmental safety**

- Staff area
- Public space
- Visitor waiting area
- Conference rooms
- Event area
- Distribution space and equipment
- DCPL vehicle sanitation

**C.15 SECURITY REQUIREMENTS**

**C.15.1** The Contractor shall comply with all security requirements and procedures of the library. The Contractor shall take such safety and security precautions as necessary to protect the property, lives and occupants of each library.

**C.15.2** The Contractor shall immediately correct any fire and safety hazards caused by their personnel or subcontractors. All materials and equipment used in performance of this contract shall be stored or secured in an approved storage area when not in use and at the end of the workday. If the Contractor fails or refuses to correct safety deficiencies promptly, the DCPL Chief Procurement Officer (CPO) may issue an order stopping all or part of the work, with the appropriate monetary deduction, until the Contractor corrects the safety deficiency.

**C.16 MEETINGS**

The Contractor shall meet with the CA as often as determined necessary. A mutual effort will be made to resolve any and all problems identified. The purpose of these meetings will be to discuss the Contractor’s performance, areas of deficiencies, areas of satisfaction, and tenant needs or concerns. Frequencies of these meetings may be increased or decreased depending upon performance as determined by the CA.

**C.17 CERTIFICATION OF SERVICES**

**C.17.1** Once a month (the first working day), the Contractor shall post, at each location, an inspection form. The form shall identify the location and all services performed during the month (daily, weekly, monthly or quarterly) and space for the Contractor to initial daily to indicate that service was performed.

**C.17.2** Additionally, space will be provided for the Contractor’s supervisor to make periodic general comments concerning services performed and a space for DCPL staff on site to sign acceptance of the work performed that month. These forms shall be retained.
by the Contractor and a copy provided to the CA within five (5) business days from the month for which services are being performed.

C.18 TRAINING

The Contractor shall communicate all terms, standards, policies and conditions outlined within this scope of work to its’ employees. The Contractor shall provide a training program to ensure that its’ employees are capable of successfully accomplishing all work under this contract. Certification that all Contractor and/or subcontractor staff has received blood-borne pathogen training shall be submitted with the proposal.

C.19 LICENSING, ACCREDITATION AND REGISTRATION

The Contractor and all of its subcontractors (regardless of tier) shall comply with all applicable District of Columbia, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of the contract.

C.20 CONFORMANCE WITH LAWS

It shall be the responsibility of the Contractor to perform under the contract in conformance with the Department’s Procurement Regulations and all statutes, laws, codes, ordinances, regulations, rules, requirements, orders, and policies of governmental bodies.
SECTION D - PACKAGING AND MARKING

This section is not applicable to the solicitation
SECTION E - INSPECTION AND ACCEPTANCE


E.2 INSPECTION AND ACCEPTANCE

The CA identified in Section G.8 of this RFP is responsible for the inspection and acceptance of all services/deliverables submitted under the contract.
SECTION F: PERIOD OF PERFORMANCE

F.1 TERM OF CONTRACT

The term of the contract will be for a period of one (1) year with an option to extend for four (4) additional one (1) year option periods.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

The District may extend the term of this contract for a period of four (4) one (1) year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Chief Procurement Officer prior to expiration of the contract.

F.2.1 If the District exercises this option, the extended contract shall be considered to include this option provision.

F.2.2 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

F.3 FIRST SOURCE REQUIREMENT

The Contractor shall submit to the District, as a deliverable, the report described in Section H.3.5 which is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, the District shall not make final payment to the Contractor pursuant to Section G.7.

F.4 EQUAL EMPLOYMENT OPPORTUNITY AND HIRING OF DISTRICT RESIDENTS

The Contractor shall comply with all applicable laws and regulations regarding equal employment opportunity and affirmative action programs. The Contractor shall ensure that at least fifty-one percent (51%) of the Contractor’s team and every sub-consultant’s and subcontractor’s employees hired after the effective date of the Contract (or after such sub-consultant or subcontractor enters into a contract with the Contractor), to work on the Project shall be residents of the District of Columbia. In addition, the Contractor shall comply with the recently adopted requirement regarding
District labor utilization requirement in the Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011. See Section H.3.
SECTION G - CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

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

G.1.2 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL/E-INVOICING

G.2.1 The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, https://vendorportal.dc.gov and invoices will be paid through the DC Vendor Portal.

G.2.2 Contractor shall submit invoices on a monthly basis or as otherwise specified in the contract;

G.2.3 To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable Purchase Order Number which is listed on the Contractor’s profile.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

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

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

G.3.3 The Contractor shall submit to the District, as a deliverable, the report described in Section H.5.5 which is required by the 51% District Residents New Hires Requirements and the First Source Employment Agreement included herein as Attachment J.2. 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.
G.4 ASSIGNMENT OF CONTRACT PAYMENTS

G.4.1 In accordance with Clause Number 4383-8, Assignments of the Government of the District of Columbia Public Library Standard Contract Provisions for Supply, Service, Architect/Engineer and Construction Solicitations and Contracts dated October 2009, the Contractor shall not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the DCPL CPO.

G.5 THE QUICK PAYMENT CLAUSE

G.5.1 Interest Penalties to Contractors

G.5.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code § 2-221.01 et seq., as amended, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of at least 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before the required payment date. The required payment date shall be:

G.5.1.1.1 The date on which payment is due under the terms of this contract;

G.5.1.1.2 Not later than 7 calendar days, excluding legal holidays, after the date of delivery of meat or meat food products;

G.5.1.1.3 Not later than 10 calendar days, excluding legal holidays, after the date of delivery of a perishable agricultural commodity; or

G.5.1.1.4 30 calendar days, excluding legal holidays, after receipt of a proper invoice for the amount of the payment due.

G.5.1.2 No interest penalty shall be due to the Contractor if payment for the completed delivery of goods or services is made on or before:

G.5.1.2.1 3rd day after the required payment date for meat or a meat product;

G.5.1.2.2 5th day after the required payment date for an agricultural commodity; or

G.5.1.2.3 15th day after any other required payment date.

G.5.1.3 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.
G.5.2 Payments to Subcontractors

G.5.2.1 The Contractor shall take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under the contract:

G.5.2.1.1 Pay the subcontractor(s) for the proportionate share of the total payment received from the District that is attributable to the subcontractor(s) for work performed under the contract; or

G.5.2.1.2 Notify the CO and the subcontractor(s), in writing, of the Contractor’s intention to withhold all or part of the subcontractor’s payment and state the reason for the nonpayment.

G.5.2.2 The Contractor shall pay subcontractors or suppliers interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of at least 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before the:

G.5.2.2.1 3rd day after the required payment date for meat or a meat product;

G.5.2.2.2 5th day after the required payment date for an agricultural commodity; or

G.5.2.2.3 15th day after any other required payment date.

G.5.2.3 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.5.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District is a party. The District may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.5.3 Subcontract requirements

G.5.3.1 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.6 CHIEF PROCUREMENT OFFICER (CPO)

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

Diane Wooden, CPO  
DC Public Library  
Office of Procurement  
901 G Street, NW – Suite 400  
Washington DC 20001  
Telephone: (202) 727-4800  
E-mail: diane.wooden2@dc.gov

G.7 AUTHORIZED CHANGES BY THE DCPL CPO

G.7.1 The CPO is the only person authorized to approve changes in any of the requirements of this contract.

G.7.2 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 CPO.

G.7.3 In the event the Contractor effects any change at the instruction or request of any person other than the CPO, 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.8 CONTRACT ADMINISTRATOR (CA)

G.8.1 The CA is responsible for general administration of the contract and advising the CPO as to the Contractor’s compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

G.8.1.1 Keeping the CPO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CPO of any potential problem areas under the contract;

G.8.1.2 Coordinating site entry for Contractor personnel, if applicable;

G.8.1.3 Reviewing invoices for completed work and recommending approval by the CPO 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.8.1.4 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.8.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

G.8.2 The address and telephone number of the CA is:

Michael Dodson  
Building Services Manager  
DC Public Library  
901 G Street NW – Suite 400  
Washington, DC  20002  
(202) 741-5806  
Email: Michael.Dodson2@dc.gov

G.8.3 The CA shall NOT have the authority to:

G.8.3.1 Award, agree to, or sign any contract, delivery order or task order. Only the CPO shall make contractual agreements, commitments or modifications;

G.8.3.2 Grant deviations from or waive any of the terms and conditions of the contract;

G.8.3.3 Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract;

G.8.3.4 Authorize the expenditure of funds by the Contractor;

G.8.3.5 Change the period of performance; or

G.8.3.6 Authorize the use of District property, except as specified under the contract.

G.8.4 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CPO; 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.9 COST REIMBURSEMENT CEILING

G.9.1 The cost reimbursement ceiling for this contract is $10,000 per year.

G.9.2 The costs for performing this contract shall not exceed the cost reimbursement ceiling specified in Section G.9.1.
G.9.3 The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under this contract within the cost reimbursement ceiling.

G.9.4 The Contractor must notify the CO, in writing, whenever it has reason to believe that the total cost for the performance of this contract will be either greater or substantially less than the cost reimbursement ceiling.

G.9.5 As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of performing this contract.

G.9.6 The District is not obligated to reimburse the Contractor for costs incurred in excess of the cost reimbursement ceiling specified in Section G.9.1, and the Contractor is not obligated to continue performance under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the cost reimbursement ceiling specified in Section G.9.1, until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised cost reimbursement ceiling for performing this contract.

G.9.7 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.9.8 If any cost reimbursement ceiling specified in Section G.9.1 is increased, any costs the Contractor incurs before the increase that are in excess of the previous cost reimbursement ceiling shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

G.9.9 A change order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in the Form of Offer Letter, unless the change order specifically increases the cost reimbursement ceiling.

G.9.10 Only costs determined in writing to be reimbursable in accordance with the cost principles set forth in rules issued pursuant to Title V of the D.C. Procurement Practices Reform Act of 2010 shall be reimbursable.
SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 RESIDENCY HIRING REQUIREMENTS FOR CONTRACTORS AND SUBCONTRACTORS

H.1.1 At least fifty-one percent (51%) of the Contractor’s Team and every sub-consultant’s employees hired after the Contractor enters into a contract with DCPL, or after such sub-consultant enters into a contract with the Contractor, to work on this project, shall be residents of the District of Columbia.

H.1.2 Upon execution of the contract, the Contractor and all of its member firms, if any, and each of its sub-contractors and sub-consultants shall submit to DCPL, a list of current employees that will be assigned to the project, the date that they were hired and whether or not they live in the District of Columbia.

H.1.3 The Contractor shall comply with subchapter III of Chapter II of Title 1, and subchapter II of Chapter II of Title 1 of the D.C. Code, and all successor acts thereto and the rules and regulations promulgated thereunder. The Contractor and all member firms, subcontractors, tier subcontractors, sub-consultants, and suppliers with contracts in the amount of $100,000 or more shall be required to comply with the following: (i) enter into a First Source Employment Agreement with the D.C. Department of Employment Services (“DOES”) upon execution of the contract; (ii) submit an executed First Source Agreement to DOES prior to beginning work on the project; (iii) make best efforts to hire at least 51% District residents for all new jobs created by the project; (iv) list all employment vacancies with DOES; (v) submit monthly compliance reports to DOES by the 10th of each month; (vi) at least 51% apprentices and trainees employed must be residents of the District registered in program approved by the D.C. Apprenticeship Council; and (vii) trade contractors and subcontractors with contracts in the amount of $500,000 or more must register an apprenticeship program with the D.C. Apprenticeship Council.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATION

The Contractor shall be bound by the Wage Determination No. 2015-4282, Revision No. 16 dated 04/23/2020, 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 Attachment J.3 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein. 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 CPO 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

H.4.1 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.

H.4.2 If the Contractor receives a request for such information, the Contractor shall immediately send the request to the CA who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the D.C. Municipal Regulations.

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


H.5.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement (Attachment J.3), in which the Contractor shall agree that:

1. The first source for finding employees to fill all jobs created in order to perform this contract shall be the DOES; and

2. The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.
H.5.3 The Contractor shall submit to DOES, no later than the 10th of each month following execution of the contract, a First Source Agreement Contract Compliance Report ("contract compliance report") to verify its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

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

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

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

1. Document in a report to the CPO the Contractor’s compliance with section H.5.4 of this clause; or
2. Submit a request to the CPO for a waiver of compliance with section H.5.4 and include the following documentation:
   a. Material supporting a good faith effort to comply;
   b. Referrals provided by DOES and other referral sources;
   c. Advertisement of job openings listed with DOES and other referral sources; and
   d. Any documentation supporting the waiver request pursuant to section H.5.6.

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

1. A good faith effort to comply is demonstrated by the Contractor;

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.

(2) The Contractor enters into a special workforce development training or placement arrangement with DOES; or

(3) 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 CPO 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 CPO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CPO shall, within two business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the CA.

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


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

H.7 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 Living Wage Fact Sheet included herein as Attachment J.4 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice included herein as Attachment J.4 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. 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 Chief Procurement 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 CPO, and submit periodic reports, as requested by the CPO, 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.9.2.10 The Subcontracting Plan Form is included herein as Attachment J.5.

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 CPO 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 **Subcontractor Standards**

H.9.4.1 A prime Contractor shall ensure that subcontractors meet the criteria for responsibility described in D.C. Official Code § 2-353.01.
H.9.5 Enforcement and Penalties for Breach of Subcontracting Plan

H.9.5.1 If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CPO determines the Contractor’s failure to be a material breach of the contract, the CPO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

H.9.5.2 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.9.5.3 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 PRIME CONTRACTOR PERFORMANCE REQUIREMENTS APPLICABLE TO JOINT VENTURES

H.10.1 If a certified joint venture is selected as a prime contractor and is granted a price reduction pursuant to the Act or is selected through a set-aside program under the Act, the certified business enterprise partner of the joint venture shall perform at least 50% of the contracting effort, excluding the cost of materials, goods, and supplies, with its own organization and resources and, if the joint venture subcontracts, at least 35% of the subcontracted effort, excluding the cost of materials, goods and supplies, shall be with certified business enterprises.

H.10.2 If the total of the contracting effort, excluding the cost of materials, goods, and supplies, proposed to be performed by the certified business enterprise is less than the amount required by the preceding paragraph, then the certified business enterprise shall not be eligible to receive preference points or a price reduction for a period of not less than two (2) years.

H.11 PERFORMANCE REQUIREMENT FOR CONTRACTS OF $1 MILLION OR LESS

If this is a construction contract of $1 million or less for which a certified business enterprise is selected as prime contractor and is granted a price reduction pursuant to the Act or is selected through a set-aside program under the Act, the certified business enterprise prime contractor shall perform at least 50% of the on-site work with its own work force.
H.12 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

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

H.13 DISTRICT RESPONSIBILITIES

H.13.2 District Furnished Property

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

H.13.3 Storage Space

The District will provide the Contractor with limited space for storage of tools and supplies, office space, and spare parts. The Contractor shall be responsible for accountability and security of all property and facilities furnished for Contractor use or otherwise entrusted to it; and for maintaining it in a clean, neat, and serviceable condition. All spaces made available to the Contractor shall not be used to store illegal materials of any kind.

H.14 CONTRACTOR RESPONSIBILITIES

H.14.1 The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work, and shall hold the District harmless for any action on his part or that of his employees or subcontractors, which results in illness, injury or death.

H.14.2 The Contractor shall be liable for all fines and shall comply with all District regulations for safe handling, storage, disposal, and use of any hazardous materials and chemicals.

H.14.3 The Contractor shall be charged the cost, in the event of fines or penalties levied by the EPA or an Air Quality Management Authority.
H.15 ALLOWABLE SUBCONTRACTING REQUIREMENTS

H.15.1 The Contractor shall ensure that all activities carried out by its subcontractors conform to the provisions of this contract.

H.15.2 It shall be the responsibility of the Contractor to ensure that its subcontractors are capable of meeting the reporting requirements under this Contract and, if they cannot, the Contractor shall not be relieved of the contract requirements.

H.15.3 The Contractor shall notify the DCPL CPO in writing, of the termination of any subcontract for the provision of services, including the arrangements made to ensure continuation of the services covered by the terminated subcontract, not less than forty-five (45) calendar days prior to the effective date of the termination, unless immediate termination of the subcontract is necessary to protect the health and safety of staff or prevent fraud and abuse. In such an event, the Contractor shall notify the CA immediately upon taking such action.

H.15.4 If DCPL determines that the termination or expiration of a subcontract materially affects the ability of the Contractor to carry out its responsibility under this contract, the District may terminate this contract for default.

H.15.5 The Contractor shall ensure subcontracts contain a provision that requires subcontracts to contain all provisions of the Contractor’s contract with DCPL and that the subcontractor look solely to the Contractor for payment for services rendered.

H.16 SUBCONTRACTOR STANDARDS

A prime Contractor shall ensure that subcontractors meet the criteria for responsibility described in D.C. Official Code §2-353-02.

H.17 CONTRACT TERMINATION

In accordance with DCPL Procurement Regulation Title 19 DCMR, Chapter 43, Section 4372, the DCPL CPO may terminate contracts for default or convenience in whole or in part only by written notice to the Contractor. The CPO shall have the discretion to determine the manner in which the written notice is sent to the Contractor.

H.18 GENERAL PROHIBITIONS OF GENDER IDENTITY OR EXPRESSION

It is unlawful for any person or entity, including agencies of the District of Columbia government and its contractors, to discriminate against a person in employment, housing, public accommodations, or educational institutions on the basis of that person’s actual or perceived gender identity or expression, pursuant to 4 DCMR
§§801(e) – 808,899.1. See the Gender Identity and Expression Policy and Factsheet included herein as Attachment J.6.

H.19 PROHIBITION OF WORKPLACE SEXUAL HARASSMENT

It is unlawful for employees, officials, third parties doing business with, or carrying out the goals and objectives of the District of Columbia government, such as vendors, contractors, grantees, customers, and other persons visiting or working at District of Columbia worksites inside and outside District of Columbia, to engage in workplace sexual harassment pursuant to Mayor’s Order 2017-313 dated December 18, 2017.

H.20 PREGNANT WORKERS FAIRNESS

The Contractor shall comply with the Protecting Pregnant Workers Fairness Act of 2016, D.C. Official Code § 32-1231.01 et seq. (PPWF Act).

H.20.1 The Contractor shall not:

(a) Refuse to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding for an employee, unless the Contractor can demonstrate that the accommodation would impose an undue hardship;

(b) Take an adverse action against an employee who requests or uses a reasonable accommodation in regard to the employee's conditions or privileges of employment, including failing to reinstate the employee when the need for reasonable accommodations ceases to the employee's original job or to an equivalent position with equivalent:

(1) Pay;
(2) Accumulated seniority and retirement;
(3) Benefits; and
(4) Other applicable service credits;

(c) Deny employment opportunities to an employee, or a job applicant, if the denial is based on the need of the employer to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding;

(d) Require an employee affected by pregnancy, childbirth, related medical conditions, or breastfeeding to accept an accommodation that the employee chooses not to accept if the employee does not have a known limitation related to
pregnancy, childbirth, related medical conditions, or breastfeeding or the accommodation is not necessary for the employee to perform her duties;

(e) Require an employee to take leave if a reasonable accommodation can be provided; or

(f) Take adverse action against an employee who has been absent from work as a result of a pregnancy-related condition, including a pre-birth complication.

H.20.2 The Contractor shall post and maintain in a conspicuous place a notice of rights in both English and Spanish and provide written notice of an employee's right to a needed reasonable accommodation related to pregnancy, childbirth, related medical conditions, or breastfeeding pursuant to the PPWF Act to:

(a) New employees at the commencement of employment;

(b) Existing employees; and

(c) An employee who notifies the employer of her pregnancy, or other condition covered by the PPWF Act, within ten (10) days of the notification.

H.20.3 The Contractor shall provide an accurate written translation of the notice of rights to any non-English or non-Spanish speaking employee.

H.20.4 Violations of the PPWF Act shall be subject to civil penalties as described in the Act.

H.21 UNEMPLOYED ANTI-DISCRIMINATION


H.21.1 The Contractor shall not:

(a) Fail or refuse to consider for employment, or fail or refuse to hire, an individual as an employee because of the individual's status as unemployed; or

(b) Publish, in print, on the Internet, or in any other medium, an advertisement or announcement for any vacancy in a job for employment that includes:

1. Any provision stating or indicating that an individual's status as Unemployed disqualifies the individual for the job; or
2. Any provision stating or indicating that an employment agency will not consider or hire an individual for employment based on that individual's status as unemployed.

H.21.2 Violations of the Unemployed Anti-Discrimination Act shall be subject to civil penalties as described in the Act.

H.22 BUY AMERICAN ACT PROVISION [NOT USED]

H.23 FAIR CRIMINAL RECORD SCREENING

H.23.1 The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) (“Act” as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.

H.23.2 Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.

H.23.3 After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.

H.23.4 The Contractor may only withdraw a conditional offer of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.

H.23.5 This section and the provisions of the Act shall not apply:

(a) Where a federal or District law or regulation requires the consideration of an applicant’s criminal history for the purposes of employment;

(b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;

(c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or

(d) To employers that employ less than eleven (11) employees.
H.23.6 A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the District of Columbia Office of Human Rights, and the Commission on Human Rights may impose monetary penalties against the Contractor.

H.26 ENVIRONMENTALLY PREFERABLE JANITORIAL PRODUCTS

H.26.1 Environmentally Preferable Product Goals

H.26.1.1 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.26.1.2 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.26.2 Environmentally Preferable Janitorial Products

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

All purpose cleaners and degreasers
Bathroom cleaners (including but not limited to:
  hard surface cleaners, toilet bowl cleaners,
  urinal cleaners, and deodorizers)
Glass, mirror, and window cleaners
Carpet, rug, and upholstery cleaners
Metal polish (including but not limited to:
  chrome and brass cleaner)
Furniture polish
Graffiti remover
Gum remover

Lime and scale remover
Floor cleaners, strippers, and finishes

H.26.3 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:
H.26.4 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.26.4.1 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.26.4.2 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.26.4.3 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 VOC in concentrations that exceed 10% of the weight of the product.

H.26.4.4 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.26.4.5 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.26.4.6 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.26.5 Packaging Reduced/Recyclable

H.26.5.1 If possible, the Contractor shall use products that are in reusable, refillable, or recyclable containers or are otherwise made from recycled content products.

H.26.5.2 No products shall be delivered in aerosol cans.

H.26.5.3 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.26.6 Product Safety

The Contractor shall be responsible for:

a) Any damage to personnel, buildings, furniture or equipment directly traceable to their use or transportation of prohibited products;
b) Any spills or leaks that occur during the use or transportation of their product;
c) Evacuating and warning individuals that might be affected by any spills or leaks that occur when their products are being used or transported; and
d) Paying the cleanup cost for any spills or leaks that occur while they are using or transporting their products.
H.27 ENVIRONMENTALLY PREFERABLE SOLVENT PRODUCTS

H.27.1 Environmentally Preferable Product Goals

H.27.1.1 The District is seeking contractors to provide environmentally preferable and effective solvent products that support the District's EPP contracting initiative.

H.27.1.2 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.27.2 Environmentally Preferable Solvent Products

H.27.2.1 Solvents are fluids or a mixture of fluids capable of dissolving substances to produce compositions for industrial value.

H.27.2.2 Solvent products subject to the requirements of this clause include, but are not limited to, the following classes:

(a) Alcohols. Alcohols are solvents that dissolve substances such as shellacs, vinyls, acrylics, epoxies and silicones.
(b) Aliphatic Hydrocarbons. Aliphatic hydrocarbons are solvents often found in coatings and insecticides. Commonly used as degreasers and solvents for acrylics and epoxies. Common aliphatics include mineral spirits; paint thinner, petroleum distillates, VM&P Naphtha, kerosene, gasoline and heptane (all of which are extremely flammable).
(c) Aromatic Hydrocarbons. Aromatic hydrocarbons are substances used in printing, fiberglass-reinforced products, glues and veneers. Common aromatics include toluene (toluol), xylene (xylol), coal-tar naphtha, styrene and benzene.
(d) Chlorinated Hydrocarbons. Chlorinated hydrocarbons are commonly used degreasers, dry cleaning agents, rubber solvents and paint strippers found in coatings, resins and tars. Common chemicals in this class include perchloroethylene, methylene chloride, carbon tetrachloride, methyl chloroform and trichloroethylene.
(e) Glycols. Glycols, which are water-soluble solvents used as lubricants, are found in cosmetics, coatings, resins and dyes. Glycol ethers include butyl cellusolve (2-butoxyethanol), cellusolve (2-ethoxyethanol), methyl cellusolve (2-methoxyethanol), and cellusolve acetate (2-ethoxyethyl acetate). Most common glycol ethers are combustible.
(f) Esters. Esters have differing chemical properties depending on their use including methyl formate, ethyl acetate, isopropyl acetate, methyl acetate, secamylacetate, and isoamyl acetate (banana oil).

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

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

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

### H.28 SOLVENT ENVIRONMENTAL REQUIREMENTS

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

#### H.28.1 Health Hazards

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;

(a) Inhalation – The Contractor shall not use solvent products that when Inhaled causes headaches, nausea, vomiting and dizziness from contact with the solvents; and

(b) 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.28.2 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 37.5°C (100°F).
H.28.3 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
Trichloroethylene
Trichlorotrifluoroethane
2-methoxyethanol
Methyl chloride
Carbon tetrachloride
1,1,2,2-tetrachloroethane
2-ethoxyethanol
Chlorinated Fluorocarbons

H.28.4 Packaging Reduced/Recyclable

H.28.4.1 If possible, the Contractor shall use products that are in reusable, refillable, or recyclable containers or are otherwise made from recycled content products.

H.28.4.2 No products shall be delivered in aerosol cans.

H.28.4.3 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.28.5 Product Safety

The Contractor shall be responsible for:

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

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The District of Columbia Public Library Standard Contract Provisions for Supply, Service, Architect/Engineer and Construction Solicitations and Contracts dated October 2009 (Attachment J.1) is applicable to this solicitation.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 RIGHTS IN DATA

A. Definitions

“Products” - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.
1. **“Existing Products”** - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.

2. **“Custom Products”** - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.

3. **“District”** – The District of Columbia and its agencies.

**B. Title to Project Deliverables**

The Contractor acknowledges that it is commissioned by the District to perform services detailed in the contract. The District shall have ownership and rights for the duration set forth in the contract to use, copy, modify, distribute, or adapt Products as follows:

1. **Existing Products**: Title to all Existing Licensed Product(s), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall: (1) remain with Contractor or third party proprietary owner, who retains all rights, title and interest (including patent, trademark or copyrights). Effective upon payment, the District is granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the District as part of Contractor’s proposal that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the District’s satisfaction) and distribute Existing Product to District users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose(s) of the project or work plan or contract; and (2) be licensed in the name of the District. The District agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.

2. **Custom Products**: Effective upon Product creation, Contractor hereby conveys, assigns, and transfers to the District the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all patent, trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor.
C. Transfers or Assignments of Existing or Custom Products by the District

The District may transfer or assign Existing or Custom Products and the licenses thereunder to another District agency. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a project or work plan in the course of Contractor’s business.

D. Subcontractor Rights

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

E. Source Code Escrow

1. For all computer software furnished to the District with the rights specified in section B.2, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in section B.2 of this clause. For all computer software furnished to the District with the restricted rights specified in section B.1 of this clause, the District, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the contract or any paid-up maintenance agreement, or if the Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

2. If the Contractor or Product manufacturer/developer of software furnished to the District with the rights specified in section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the District with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/developer has named the District as a named beneficiary of an established escrow arrangement with its designated
escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.

3. The Contractor shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same manner as provided above, and certify such updating of escrow to the District in writing.

F. Indemnification and Limitation of Liability

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

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

I.8 INSURANCE

I.8.1 GENERAL REQUIREMENTS. The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized
to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. Should the Contractor decide to engage a subcontractor for segments of the work under this contract, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided by the CA, to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor and the CA. The Contractor must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor. If the Contractor decides to engage a subcontractor without requesting from ORM specific insurance requirements for the subcontractor, such subcontractor shall have the same insurance requirements as the Contractor.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers’ compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor’s and its subcontractors’ Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor’s and its subcontractors’ liability policies (except for workers’ compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

1. **Commercial General Liability Insurance (“CGL”) -** The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for
all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than $1,000,000 each occurrence, a $2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a $1,000,000 personal and advertising injury limit, and a $2,000,000 products-completed operations aggregate limit.

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

3. Workers’ Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers’ Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

4. Crime Insurance (3rd Party Indemnity) - The Contractor shall provide a Crime policy including 3rd party fidelity to cover the dishonest acts of Contractors, its employees and/or volunteers which result in a loss to the District. The Government of the District of Columbia shall be included as loss payee. The policy shall provide a limit of $10,000 per occurrence.

5. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or
destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Limits may not be shared with other lines of coverage.

6. **Environmental Liability/Contractors Pollution Liability Insurance** - The Contractor shall provide evidence satisfactory to the CO of environmental liability insurance covering losses caused by pollution or other hazardous conditions arising from ongoing or completed operations of the Contractor. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been physically injured), clean-up costs, transit and non-owned disposal sites. Coverage shall extend to defense costs and expenses incurred in the investigation, civil fines, penalties and damages or settlements. There shall be neither an exclusion nor a sublimit for mold or fungus-related claims. The minimum limits required under this paragraph shall be equal to the greater of (i) the limits set forth in the Contractor’s pollution liability policy or (ii) $2,000,000 per occurrence and $2,000,000 in the annual aggregate. If such coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverages under the policy precedes the Contractor’s performance of any work under the Contract and that continuous completed operations coverage will be maintained for at least ten (10) years or an extended reporting period shall be purchased for no less than ten (10) years after completion.

The Contractor also must furnish to CO Owner certificates of insurance evidencing environmental liability insurance maintained by third party transportation and disposal site operators(s) used by the Contractor for losses arising from facility(ies) accepting, storing or disposing hazardous materials or other waste as a result of the Contractor’s operations. Such coverages must be maintained with limits of at least the amounts set forth above.

7. **Sexual/Physical Abuse & Molestation** - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries $1,000,000 per occurrence limits; $2,000,000 aggregate of affirmative abuse and molestation liability coverage. Coverage should include physical abuse, such as sexual or other bodily harm and non-physical abuse, such as verbal, emotional or mental abuse; any actual, threatened or alleged act; errors, omission or misconduct. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called “silent” coverage under a commercial general liability or professional liability policy will not be acceptable. Limits may not be shared with other lines of coverage.

8. **Commercial Umbrella or Excess Liability** - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor’s
umbrella or excess liability policy or (ii) $5,000,000 per occurrence and $5,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE
The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

D. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. However, the required minimum insurance requirements provided above will not in any way limit the contractor’s liability under this contract.

E. CONTRACTOR’S PROPERTY. 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.

F. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

H. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

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

J. CARRIER RATINGS. All Contractor’s and its subcontractors’ insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A-VII (or the equivalent by any other rating agency) and licensed in the District.

I.8.2 PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

I.8.3 DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia, and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

I.8.4 LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR’S LIABILITY UNDER THIS CONTRACT.

I.8.5 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.

I.8.6 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.

I.8.7 NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

I.8.8 CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia and mailed to the attention of:

Diane Wooden, CO
District of Columbia Public Library
901 G Street, NW – Suite 400
Washington, DC  20006
Telephone:  (202) 727-4800
Email: diane.wooden2@dc.gov

The CO may request and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

I.8.9 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.8.10 CARRIER RATINGS. All Contractor’s and its subcontractors’ insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A-VII (or the equivalent by any other rating agency) and licensed in the in the District.

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 Attachment J.7. An award cannot be made to any bidder who has not satisfied the equal employment requirements.

10. INDEMNIFICATION

10.1 The Contractor agrees to defend, indemnify and hold harmless the District, its officers, agencies, departments, agents, and employees (collectively the “District”) from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorney’s fees), resulting from, arising out of, or in any way connected to activities or work performed by the Contractor, the Contractor’s officers, employees, agents, servants, subcontractor, or any other person acting for or by permission of the Contractor in performance of the contract. The Contractor assumes all risks for direct and indirect damages or injury to the property or persons used or employed in performance of the contract. The Contractor shall also repair or replace any District property that is damaged by the Contractor, the Contractor’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor while performing work hereunder. The duty to indemnify covers any claim against the District for its alleged failure to monitor or supervise the Contractor where the underlying claim arises from the conduct, action, or omission of the Contractor, the Contractor’s officers, employees, agents, servants, Sub-Contractor, or any other person acting for or by permission of the Contractor in performance of the contract.

10.2 The indemnification obligation under this section shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor, and shall survive the termination of the contract. The District agrees to give Contractor written notice of any claim of indemnity under this section. The Contractor shall also have the right and sole authority to control the defense or settlement of such claim, provided that no contribution or action by the District is required in connection with the settlement. Monies due or to become due the Contractor under the contract may be retained by the District as necessary to satisfy any outstanding claim which the District may have against the Contractor.
I.11 ORDER OF PRECEDENCE

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

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

(1) An applicable Court Order, if any
(2) Contract document
(4) Contract attachments other than the Standard Contract Provisions
(5) Contractor’s BAFOs (in order of most recent to earliest)
(6) Contractor’s Proposal
(7) RFP as amended
I.12 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 CPO.

I.13 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 DCPL CPO’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 DCPL CPO, 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) (“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 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.15.2.3 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.12.2.2.1 and I.12.2.2.2 concerning non-discrimination and affirmative action.

I.15.2.4 The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants shall receive consideration for employment pursuant to the non-discrimination requirements set forth in subsection I.12.2.2.2.

I.15.2.5 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.15.2.6 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.15.2.7 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.15.2.8 The Contractor shall include in every subcontract the equal opportunity clauses, subsections I.12.2.2.1 through I.12.2.2.9 of this section, so that such provisions shall be binding upon each subcontractor or Contractor.

I.15.2.9 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 Contractor 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  EQUAL ACCESS TO SERVICES/NOTICE OF NON-DISCRIMINATION

I.16.1 In accordance with District and federal laws, the DCPL does not discriminate on the basis of actual or perceived race, color, disability, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an interfamily offense, or place of residence. Harassment based on any of the above protected categories is prohibited by law. Therefore the Contractor shall not engage in such unlawful discrimination against any of its employees, applicants or customers and shall require the same for its sub-contractors. The Contractor agrees to provide equal access to its services under this agreement in accordance with District and federal laws.

I.16.2 DCPL is committed to providing language access services to persons who may have Limited English Proficiency (LEP) or who may be non-English proficiency (NEP) in accordance with the DC Language Access Act of 2004. Language assistance such as translated documents and interpreters are provided by DCPL free of charge. The Contractor agrees to cooperate with DCPL in its efforts to adhere to the Language Access Act. Such cooperation may include but is not limited to directing LEP or NEP customers seeking information or service to a DCPL staff member, providing translated documents or providing documents that may be translated by DCPL, or working with Library staff to hire an interpreter.
## SECTION J
### LIST OF ATTACHMENTS

The following list of attachments are incorporated into the solicitation.

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<td>Department of Employment Services First Source Employment Agreement (Applicable to Proposals $300,000 and Above)</td>
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<td>J.3</td>
<td>U.S. Department of Labor Wage Determination (Wage Determination No. 2015-4282, Revision No. 16 dated 04/23/2020)</td>
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<td>J.4</td>
<td>2021 Living Wage Notice and Fact Sheet</td>
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<td>J.5</td>
<td>Subcontracting Plan Form (Applicable to Proposals $250,000 and Above)</td>
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<td>Gender Identity and Expression Policy and Fact Sheet</td>
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<td>E.E.O. Information and Mayor’s Order 85-85</td>
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<td>Contractor’s Past Performance Evaluation Form</td>
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<td>J.13</td>
<td>DC Master Supplier Information Collection Template and 2018 W9 Form (For Offerors who are not in the Districts PASS System)</td>
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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF CONTRACTORS

K.1 AUTHORIZED NEGOTIATORS

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

____________________________________________________

K.2 BIDDER/OFFEROR CERTIFICATION FORM

Offerors shall complete the Bidder/Offeror Certification Form included herein as Attachment J.12.

K.3 TAX CERTIFICATION

Each Contractor must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.8.
SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO CONTRACTORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District of Columbia Public Library

L.1.1.1 The District of Columbia Public Library intends to award a contract resulting from this solicitation to the responsible Contractor whose offer conforming to the solicitation shall be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.1.2 This procurement is being conducted in accordance with the provisions of Chapter 43, Section 4317 of the Department’s Procurement Regulations (Title 19 DCMR).

L.1.2 Initial Offers

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

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

L.2.1 The Contractor shall submit one (1) original copy and one (1) redacted copy of their proposal electronically to procurementdcpl@dc.gov by 2:00 P.M. EST on Thursday, February 25, 2021 caption of RFP No. DCPL-2021-R-0019 (Janitorial and Related Supplemental Services for the District of Columbia Public Library) and Name of Contractor.

1. Numbering

   Pages are to be numbered sequentially from page 1 to the end, including charts, figures, tables, and appendices.

2. Names

   Include the firm/team name on each page.

3. Offerors shall submit proposals in response to this solicitation in English.

L.2.2 Contractors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The Contractor shall respond to each factor in a way that shall allow the District to evaluate the Contractor’s response. The Contractor shall submit information in a clear, concise, factual and logical manner.
providing a comprehensive description of program supplies and services delivery thereof. The information requested below for the technical proposal shall facilitate evaluation and best value source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in Section C.

L.2.3 Technical Proposal

L.2.3.1 The Contractor’s Technical Proposal shall include a Table of Contents providing the page numbers and location for each section and subsection of the Contractor’s proposal as described in Section L.2.6.

L.2.4 Executive Summary

Each Offer shall provide a summary of the information contained in the following sections.

L.2.5 General Team Information and Firm(s) Data

L.2.5.1 Each Offeror shall provide the following information for the principal firm and each of its subcontractors.

1. Name(s), address(es), and role(s) of each firm (including all subcontractors).

2. The Contractor’s full legal name, address, and phone number.

3. Identification of the Contractor’s authorized representative, the representative’s title, phone number and email address.

4. Identification of the Contractor’s contact person for the proposal, if different from the representative; the contact person’s address, phone number, and email address.

5. Description of the Contractor’s organization.

6. A statement affirming the Contractor’s acceptance of the contract provisions as described in Sections A – K including the Standard Contract Provisions of the solicitation; and

7. Signature of an authorized representative of the Contractor’s organization.
L.2.6 Volume One: Technical Proposal

L.2.6.1 The below documents shall be included in Volume One.

Transmittal Letter

Section 1.......................................................Table of Contents

Section 2.......................................................Executive Summary

Section 3 ..............................................General Team Information and Firm(s) Data

Section 4.......................................................Amendments

Section 5.......................................................Technical Approach

Section 6.......................................................Management Approach

Section 7.......................................................Key Personnel & Resumes

Section 8..............................................Relevant Experience and Past Performance

Section 9.............................................Past Performance Evaluation Forms

L.2.7 Volume Two: Price Proposal and Required Documents

L.2.7.1 The below documents shall be included in Volume Two.

L.2.7.2 The Contractor’s Price Proposal shall include a Table of Contents providing the page numbers and location for each section and subsection of the Contractor’s proposal as described in Section L.2.7.3.

L.2.7.3 Each Offeror shall submit a Form of Offer Letter substantially in the form of Attachment J.9. Material deviations, in the opinion of DCPL, from the Form of Offer Letter will be sufficient to render the price proposal non-responsive.

Transmittal Letter

Section 1..........................................................Table of Contents

Section 2.............................................Form of Offer Letter (Attachment J.9)

Section 3..............Cost Price Disclosure Certification Form (Attachment J.11)

Section 4..............First Source Employment Agreement (Attachment J.2)
Section 5…………………………EEO Information Report (Attachment J.7)

Section 6…………………………..Subcontracting Plan Form (Attachment J.5)

Section 7………………………………………………Tax Affidavit (Attachment J.8)

L.3 PRE-PROPOSAL CONFERENCE, PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.3.1 PRE-PROPOSAL CONFERENCE

L.3.2 Due to the COVID-19 pandemic, DCPL will not be hosting a pre-proposal conference. Contractors are encouraged to visit all twenty-five (25) locations before submitting your proposal. All questions must be submitted in writing in order for DCPL to generate an official answer. Official answers will be posted on the DCPL website at http://www.dclibrary.org/about/opportunities. See Section L.3.3 for information pertaining to questions cutoff period.

L. 3.3 Prospective Offeror’s shall submit questions via email to the DCPL Contract Specialist at Ameer.Abdullah@dc.gov no later than Thursday, February 11, 2021 by 5:00 p.m. EDT. DCPL will not consider any questions received after Thursday, February 11, 2021 by 5:00 p.m. An amendment with official answers will be posted on the DCPL website at http://www.dclibrary.org/about/opportunities.

L.3.4 PROPOSAL SUBMISSION

Proposals must be submitted no later than Thursday, February 25, 2021 by 2:00 p.m. EDT. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

L.3.4.3 The proposal is the only proposal received.

L.3.4.4 WITHDRAWAL OR MODIFICATION OF PROPOSALS

An Offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date for receipt of proposals.
L.3.4.5 LATE MODIFICATIONS

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

L.3.4.6 LATE PROPOSALS

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

L.4 EXPLANATION TO PROSPECTIVE CONTRACTORS

L.4.1 Each Offeror should carefully examine this RFP and any and all amendments, addenda or other revisions, and thoroughly be familiar with all requirements prior to proffering a Submission. Should an Offeror find discrepancies or ambiguities in, or omissions from, the RFP and amendments, addenda or revisions, or otherwise desire an explanation or interpretation of the RFP, any amendments, addenda, or revisions, they must submit a request for interpretation or correction in writing.

L.4.2 Any information given to an Offeror concerning the RFP shall be furnished promptly to all other Offerors as an amendment or addendum to this RFP if in the sole discretion of DCPL that information is necessary in proffering submissions or if the lack of information would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before award of the contract will not be binding.

L.5 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer, that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.6.1 Contractors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:
This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

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

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

“Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.”
L.7 PROPOSALS WITH OPTION YEARS

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

L.8 PROPOSAL PROTESTS

L.8.1 All protests alleging defects in this solicitation shall be governed by Section 4378 of the Department’s Procurement Regulations (19 DCMR § 4378); provide a clear and concise statement of the legal and factual grounds of the protest, including copies of relevant documents, and citations to statutes, regulations or solicitation provisions claimed to be violated; and, be filed in writing with the District of Columbia Contracts Appeals Board (“CAB”), pursuant to title X of the Procurement Practices Reform Act of 2010 (“PPRA”) (D.C. Official Code § 2-360.01 et seq.). Protests alleging defects in this solicitation, which are apparent prior to bid openings, must be filed prior to the time set for receipt of submissions. If an alleged defect does not exist in this initial RFP, but was later incorporated by an amendment or addendum, a protest based on that defect must be filed before the next closing time established for proffering submissions. In all other cases, protests shall be filed not later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. To expedite handling of protests, forward courtesy copies of protests to the Department’s Chief Procurement Officer (“CPO”) with “Protest” labeled on the envelope.

L.8.2 This section is intended to summarize the protest procedures and is for the convenience of the Contractors only. To the extent any provision of this section is inconsistent with the Department’s regulations or the PPRA; the more stringent provisions shall apply.

L.9 SIGNING OF OFFERS

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

L.10 UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the Contractor's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.
L.11 RETENTION OF PROPOSALS

All proposal documents shall be the property of DCPL and retained by DCPL, and therefore shall not be returned to the Contractors.

L.12 NO COMPENSATION FOR PREPARATION OF SUBMISSIONS

DCPL shall not bear or assume any financial obligations or liabilities regarding the preparation of any submissions submitted in response to this RFP, or prepared in connection therewith, including, but without limitation, any submissions, statements, reports, data, information, materials or other documents or items.

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

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

L.14 CERTIFICATES OF INSURANCE

The Contractor shall submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 prior to commencing work.

L.15 ACKNOWLEDGMENT OF AMENDMENTS

The Contractor shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Contractors' failure to acknowledge an amendment may result in rejection of the offer.

L.16 BEST AND FINAL OFFERS

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

L.17 LEGAL STATUS OF CONTRACTOR

Each proposal must provide the following information:

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

L.17.2 A copy of each District of Columbia license, registration or certification that the Contractor is required by law to obtain. This mandate also requires the Contractor to provide a copy of the executed “Clean Hands Certification” that is referenced in D.C. Official Code §47-2862 (2001), if the Contractor is required by law to make such certification. If the Contractor is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

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

L.18 FAMILIARIZATION WITH CONDITIONS

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

L.19 STANDARDS OF RESPONSIBILITY

L.20 The prospective contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit the documentation listed below, within seven (7) calendar days of the request by the District.
L.20.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.20.2 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.20.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L.20.4 Evidence of compliance with the applicable District licensing and tax laws and regulations.

L.20.5 Evidence of a satisfactory performance record, record of integrity and business ethics.

L.20.6 Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

L.20.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

L.20.8 If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be non-responsible.
SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

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

M.2 EVALUATION CRITERIA

Proposals shall be evaluated based on the following evaluation factors in the manner described below:

M.2.1 Technical Approach (0 - 20 points)

The Offeror shall provide a discussion of the Offeror’s approach and methodology to successfully fulfill the required services. The discussion shall clearly and concisely demonstrate the Offeror’s understanding of the District’s requirements. The discussion shall address at a minimum the following requirements:

a. Internal Cleaning;
b. External Cleaning;
c. A comprehensive “green cleaning/housekeeping” program as well as list of Environmentally Preferred Products and Supplies and equipment
d. Staff Scheduling;
e. List of Staff Operational Training and Demonstrated Used of Green Cleaning Products;
f. Staff Safety Manual;
g. Security Requirements;
h. Quality Control Plan (QCP): to address all aspects of ensuring and sustaining a quality control plan per the requirements of the contract; and
i. Conformance with District and Federal laws and statutes.

M.2.2 Management Approach (0-20 points)

M.2.2.1 This factor shall be evaluated based on the extent to which the Offeror demonstrates its effectiveness, adequacy, and appropriateness of its proposed Project Management Plan (PMP) to successfully manage the requirements set forth in Section C at the twenty-five (25) heavily-used public neighborhood libraries. The PMP shall also include the Offeror’s plan for responding to minor and major emergencies.
M.2.2.2 The PMP shall describe how the Offeror will adequately assign qualified personnel; describe the Offeror’s ability to combine expertise of its personnel to cover specified program areas. The PMP shall describe how the Project Manager will supervise and coordinate the program areas. An organizational chart shall be submitted with the PMP.

M.2.2.3 The Offeror shall describe its Training Program and how they will assure DCPL that all current employees, subcontractors and replacement employees have received adequate training necessary to perform the requirements in Section C including the blood-borne pathogen training. Certification that all Contractor and/or subcontractor staff has received blood-borne pathogen training shall be submitted with the proposal. The Offeror shall also describe how industry standards are incorporated into training.

M.2.3 Key Personnel (0 - 25 points)

M.2.3.1 In its proposal, each Offeror shall identify its Key Personnel. DCPL has identified the following as Key Personnel: the company Principal, Project Manager, On-Site Supervisors and the Quality Control Manager.

M.2.3.2 The Offeror’s proposal shall include resumes for the proposed Key Personnel and percentage of time each will be devoted to the contract. Offerors shall note if the Key Personnel submitted are currently performing the duties and responsibilities for the roles being proposed. The resumes shall contain company name/address; telephone number; points of contact; qualifications; number of years of experience; availability; and credentials (education, training and certifications).

M.2.3.3 The key personnel identified will be evaluated on their specific experience and past performance on projects of similar size, type and complexity to the requirements in Section C.

M.2.3.4 The Offeror shall also specify whether each proposed Key Personnel is a current full-time employee or current part-time employee.

M.2.3.5 Key Personnel shall serve in their specified roles unless DCPL approves of the proposed replacement in writing. See Paragraph H.12.

M.2.4 Relevant Experience and Past Performance (0 - 25 points)

M.2.4.1 This factor will be evaluated based on the relevance, breadth and quality of the Offeror’s recent past performance on similar types of work. DCPL will evaluate the Offeror’s past performance based on evaluations provided by clients to DCPL. In addition, DCPL reserves the right to perform customer surveys only for those contracts that are deemed by the Offeror to be most relevant to this procurement.
M.2.4.2 The Offeror shall identify and describe three (3) or more recent ongoing or successfully completed projects performed by the Offeror as the Prime Contractor in at least twelve (12) public, occupied, high traffic buildings simultaneously. *Recent* is defined as within the last three (3) years. *Relevant* is defined as work similar in complexity, magnitude and price to the work identified in the SOW. An Offeror without a record of past performance or for whom information on relevant past performance is not available will be evaluated as neutral.

This information may be provided in a table format that includes the following:

1. Name of the client;
2. Title and description of the project;
3. Contract number;
4. Total dollar amount of the contract;
5. The contract’s period of performance; and
6. Name and title of the contact person and the contact person’s telephone number and email address.

a. The Offeror shall ensure that a Past Performance Evaluation Form (Attachment J.11) is completed by a minimum of three (3) of the above clients. The completed Past Performance Evaluation Forms shall be included in Section 9 of the Technical proposal.

b. The Offeror shall submit the Subcontracting Plan Form, if applicable.

Total Technical Points = 90 points.

M.2.5 Price Criterion (10 Points)

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

\[
\frac{\text{Lowest Price Proposal}}{\text{Price of Proposal Being Evaluated}} \times 10 = \text{Evaluated Price Score}
\]

M.2.6 Preference Points

Total of 12 preferences points shall be awarded as stated in Section M.5.

Total possible points = 112
Total points shall be the cumulative total of the Offeror’s technical criteria points, price criterion points and preference points, if any.

M.3 EVALUATION OF OPTION YEARS

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

M.4 EVALUATION OF PROMPT PAYMENT DISCOUNT

M.4.1 Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered shall form a part of the award and shall be taken by the District if payment is made within the discount period specified by the Contractor.

M.4.2 In connection with any discount offered, time shall be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.

M.5 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 proposals 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.5.1 Application of Preferences

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

M.5.1.1 Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).
M.5.1.2 Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.

M.5.1.3 Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.

M.5.1.4 Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.

M.5.1.5 Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.

M.5.1.6 Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.

M.5.1.7 Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the VOB in response to this RFP.

M.5.1.8 Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

M.5.2 Maximum Preference Awarded

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

M.5.3 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.5.4 Verification of Offeror’s Certification as a Certified Business Enterprise

M.5.4.1 Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The contracting officer will verify the Offeror’s certification with DSLBD, and the offeror should not submit with its proposal any documentation regarding its certification as a certified business enterprise.

M.5.4.2 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 850N
Washington DC 20001

M.5.4.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.