December 4, 2025

The Honorable Phil Mendelson
Chairman
Council of the District of Columbia
John A. Wilson Building
1350 Pennsylvania Avenue, N.W.,Suite 504
Washington, D.C. 20004

Proposed Contract No. GF-2025-C-0020 for Janitorial Services between TPM Group LLC and the University of the District of Columbia.

Chairman Mendelson:

In accordance with the provisions of D.C. Official Code § 1-204.51, enclosed for the Council of the District of Columbia's consideration and approval is a proposed multi-year contract for janitorial services between the University of the District of Columbia and Tyson Project Management Group, LLC (TPM). Included is the Council Contract Summary and the "Proposed Multiyear Contract No. GF-2025-C-0020 with TPM Group LLC Approval Resolution of 2025".

Tyson Project Management Group, LLC, will be responsible for providing janitorial and related services across approximately 1.2 million square feet of university property beginning with a FY2026 base period cost of $2,912,833.55 and four option years for a total cost not to exceed $15,447,657.41. The University has sufficient funding for the base year of the contract and projects similar availability regarding the four option years. The contract is performance-based, with clear standards that allow the University to ensure the provision of quality services.

I respectfully request the Council's favorable consideration of the enclosed contract. Should you have any questions, please contact Avis Marie Russell, General Counsel at 202-274-5604.

Sincerely,

Maurice Edington, Ph.D.
President
University of the District of Columbia

Enclosures

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Office of Contracting and Procurement

Pursuant to section 202(c) of the Procurement Practices Reform Act of 2010, as amended, D.C. Official Code § 2-352.02(c), the following contract summary is provided:

COUNCIL CONTRACT SUMMARY
(Standard and multiyear)

(A) Contract Number: GF-2025-C-0020

Proposed Contractor: TPM Group, LLC

Contract Amount: $14,747,657.41
Cost Reimbursement: $700,000.00 (NTE $140,000.00 per year)
$15,447,657.41

Unit and Method of Compensation: US Dollars, Monthly Progress Payments

Term of Contract: Date of Award – Base Year, Plus Four (4) One Year Options

Type of Contract: Firm Fixed Price Performance Based

Source Selection Method: Competitive Sealed Proposals

(B) For a contract containing option periods, the contract amount for the base period and for each option period. If the contract amount for one or more of the option periods differs from the amount for the base period, provide an explanation of the reason for the difference:

Base Period Amount:	$2,772,833.55
	$140,000.00
Option Period 1 Amount:	$2,772,833.55
	$140,000.00
Option Period 2 Amount:	$2,918,245.84
	$140,000.00
Option Period 3 Amount:	$3,061,311.41
	$140,000.00
Option Period 4 Amount:	$3,222,433.06
	$140,000.00

(C) The goods or services to be provided, the methods of delivering goods or services, and any significant program changes reflected in the proposed contract:

Goods and services to be provided: The contractor shall furnish all labor, materials, equipment, and supervision to provide janitorial services to all of the University of the District of Columbia facilities, including the New Student Center, which shall be maintained throughout the contract period of performance at a quality level that supports the building receiving a LEED Platinum rating.

(D) The selection process, including the number of offerors, the evaluation criteria, and the evaluation results, including price, technical or quality, and past performance components:

The selection process was Competitive Sealed Proposals according to Title 8B DCMR §3017 and Title 8B DCMR §3057 Contractor Responsibility.

On July 14, 2025, the UDC Office of Contracting and Procurement issued Request for Proposals (RFP) No. GF-2025-R-0020 to purchase the services required. The RFP was designated to the Small Business Enterprise (SBE) Market with a 35% Set Aside requirement for DC Department of Small and Local Business Development (DSLBD) Certified Business Enterprises (CBE). It was advertised in the Washington Examiner newspaper and posted on the UDC Website on July 10, 2025. There were two (2) amendments to the solicitation. Technical Proposal versus price is the dominant consideration for an award.

Amendment No. 001 dated July 24, 2025, provided the University of the District of Columbia (UDC)'s response to Offeror questions/clarifications regarding specific requirements that were specified in the RFP. It also provided modifications to the solicitation.

Amendment No. 002, dated August 4, 2025, provided updates on requirements specified in the RFP.

Proposals from the following were received on the due date and time of August 7, 2025, not later than 2:00 p.m. Below is an abstract of the proposals accepted. It includes total prices for the base year and four option periods.

Base + Four Option Years	
Vendor	**Proposal Amount**
Bailey's Real Estate Holdings, LLC	$15,782,194.16
RSC Electrical & Mechanical Contractor's	$14,570,400.00
Tyson Project Management Group, LLC	$14,747,657.41
R&R Building Services	$13,970,000.00
5th Element Consulting, LLC	$17,595,344.50

Technical Evaluation

INITIAL FINAL COMBINED SCORE as of Date: 8-11-25					
RANK	**CONTRACTOR**	**TECHNICAL SCORE (MAX = 80 PTS)**	**PRICE SCORE (MAX = 20 PTS)**	**LSDBE POINTS (MAX = 12 PTS)**	**TOTAL**
1	RSC Electrical & Mechanical Contractors, Inc.	53.66	16.00	9	78.66
2	R & R Building Services	58.33	18.00	12	88.33
3	5th Element Consulting LLC	45.67	5.00	5	55.67
4	Bailey Real Estate Holdings, LLC	59.66	10.00	4	73.66
5	Tyson Project Management Group, LLC	65.33	15.00	9	89.33

BAFO CONSENSUS FINAL COMBINED SCORE as of Date: 8-26-25					
RANK	**CONTRACTOR**	**TECHNICAL SCORE (MAX = 80 PTS)**	**PRICE SCORE (MAX = 20 PTS)**	**LSDBE POINTS (MAX = 12 PTS)**	**TOTAL**
1	RSC Electrical & Mechanical Contractors, Inc.	56.33	16.00	9	81.33
2	R & R Building Services	60.00	18.00	12	90.00
3	5th Element Consulting LLC	51.00	5.00	5	61.00
4	Bailey Real Estate Holdings, LLC	75.67	10.00	4	89.67
5	Tyson Project Management Group, LLC	68.67	15.00	9	92.67

(E) A description of any bid protest related to the award of the contract, including whether the protest was resolved through litigation, withdrawal of the protest by the protestor, or voluntary corrective action by the District. Include the identity of the protestor, the grounds alleged in the protest, and any deficiencies identified by the District as a result of the protest:

There is no protest related to the award of the contract.

(F) The background and qualifications of the proposed contractor, including its organization, financial stability, personnel, and performance on past or current government or private sector contracts with requirements similar to those of the proposed contract:

- The CO reviewed the proposal submitted by Tyson Project Management Group, LLC and determined that it has the necessary organizational experience, technical skills, accounting, and operational controls to provide the contract's requirements.

- Tyson Project Management Group, LLC, has been providing services to the District since March 25, 2009.

- The proposed contractor EEO Employer Information Report and agreement to comply with the requirements of Mayor's Order 85-85 was approved on October 24, 2025.

- The proposed contractor First Source Agreement was approved on November 17, 2025.

(G) A summary of the subcontracting plan required under section 2346 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*. ("Act"), including a certification that the subcontracting plan meets the minimum requirements of the Act and the dollar volume of the portion of the contract to be subcontracted, expressed both in total dollars and as a percentage of the total contract amount:

The CO determined that the company has a subcontracting plan that meets the 35% requirement.

(H) Performance standards and the expected outcome of the proposed contract:

The required performance standards under the proposed contract consist of strict adherence to the terms and conditions of Request for Proposals No. GF-2025-R-0020, including the Standard Contract Provisions for use with the Supplies and Services Contracts, March 2007.

(I) The amount and date of any expenditure of funds by the District pursuant to the contract prior to its submission to the Council for approval:

There are no expenditures against this contract.

(J) A certification that the proposed contract is within the appropriated budget authority for the agency for the fiscal year and is consistent with the financial plan and budget adopted in accordance with D.C. Official Code §§ 47-392.01 and 47-392.02:

The Chief Financial Officer for UDC has certified that the proposed contract is within the appropriated budget authority for the agency for the fiscal years and is consistent with the financial plan and budget adopted in accordance with §§47-392.01 and 47-392.02.

(K) A certification that the contract is legally enough, including whether the proposed contractor has any pending legal claims against the District:

The UDC Office of General Counsel has deemed the proposed contract legally sufficient. UDC has no knowledge of any claim(s) by Tyson Project Management Group, LLC against the District.

(L) A certification that Citywide Clean Hands database indicates that the proposed contractor is current with its District taxes. If the Citywide Clean Hands Database indicates that the proposed contractor is not current with its District taxes, either: (1) a certification that the contractor has worked out and is current with a payment schedule approved by the District; or (2) a certification that the contractor will be current with its District taxes after the District recovers any outstanding debt as provided under D.C. Official Code § 2-353.01(b):

The Citywide Clean Hands report indicates Tyson Project Management Group, LLC is current with its District taxes dated October 28, 2025.

(M) A certification from the proposed contractor that it is current with its federal taxes, or has worked out and is current with a payment schedule approved by the federal government:

The Contractor has certified that Tyson Project Management Group, LLC is in compliance with federal tax requirements.

(N) The status of the proposed contractor as a certified local, small, or disadvantaged business enterprise as defined in 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 contractor's certification number is LSDZ78165092027.

(O) Other aspects of the proposed contract that the Chief Procurement Officer considers significant:

None

(P) A statement indicating whether the proposed contractor is currently debarred from providing services or goods to the District or federal government, the dates of the debarment, and the reasons for debarment:

Tyson Project Management Group, LLC is not listed on the Federal or District Excluded Parties List.

(Q) Where the contract, and any amendments or modifications, if executed, will be made available online:

https://www.udc.edu/procurement/capital-contract-awards/

(R) Where the original solicitation, and any amendments or modifications, will be made available online:

https://www.udc.edu/solicitations/

Government of the District of Columbia
Office of the Chief Financial Officer
Office of Tax and Revenue

1101 4th Street, SW
Washington, DC 20024

Date of Notice: October 28, 2025

Notice Number: L0015128515

TYSON PROJECT MANAGEMENT GROUP, LLC
1301 K ST NW STE 403
WASHINGTON DC 20005-3317

FEIN: **-***9879
Case ID: 18764932

CERTIFICATE OF CLEAN HANDS

As reported in the Clean Hands system, the above referenced individual/entity has no outstanding liability with the District of Columbia Office of Tax and Revenue or the Department of Employment Services. As of the date above, the individual/entity has complied with DC Code § 47-2862, therefore this Certificate of Clean Hands is issued.

TITLE 47. TAXATION, LICENSING, PERMITS, ASSESSMENTS, AND FEES
CHAPTER 28 GENERAL LICENSE
SUBCHAPTER II. CLEAN HANDS BEFORE RECEIVING A LICENSE OR PERMIT
D.C. CODE § 47-2862 (2006)
§ 47-2862 PROHIBITION AGAINST ISSUANCE OF LICENSE OR PERMIT

Authorized By Melinda Jenkins
Branch Chief, Collection and Enforcement Administration

To validate this certificate, please visit MyTax.DC.gov. On the MyTax DC homepage, click the "Validate a Certificate of Clean Hands" hyperlink under the Clean Hands section.

UNIVERSITY OF THE DISTRICT OF COLUMBIA
1851

Office of the General Counsel

CERTIFICATE

To: The Honorable Phil Mendelson
Chairman
Council of the District of Columbia
1350 Pennsylvania Avenue, NW, Suite 504
Washington, DC 20004

From: Avis Marie Russell
General Counsel

Re: Legal Sufficiency Certification – Approval of Proposed Contract No. GF-2025-C-0020 Janitorial Services between TPM Group LLC and the Board of Trustees of the University of the District of Columbia

Date: November 21, 2025

This is to certify that the Office of the General Counsel has reviewed the above-referenced Proposed Contract No. GF-2025-C-0020 Janitorial Services between TPM Group LLC and the Board of Trustees of the University of the District of Columbia and find it is legally sufficient subject to submission of any required materials and Council approval.

If you have any questions, please do not hesitate to contact me on (202) 274-5604.

By: Avis Marie Russell
Avis Marie Russell
General Counsel
University of the District of Columbia

UNIVERSITY OF THE DISTRICT OF COLUMBIA
1851

Office of the Chief Financial Officer

TO: Maurice Edington, Ph.D.
President
University of the District of Columbia

THRU: Roy Layne
Chief Financial Officer
University of the District of Columbia
Office of the Chief Financial Officer, Education Cluster

FROM: Brian Connell
Budget Officer
University of the District of Columbia
Office of the Chief Financial Officer, Education Cluster

DATE: November 6, 2025

RE: Funding Certification for FY26 Proposed Contract between the University of the District of Columbia and Tyson Project Management Group, LLC (TPM Group LLC).

This memorandum is to certify that the University has sufficient fund balance available in the amount of $2,912,833.55 to satisfy the proposed cost of services with TPM Group LLC for janitorial services in the FY26 Operating Budget and subject to the approval of related budget authority for the University to expend its institutional funds in the FY 2027 budget act. Funds are sufficient to satisfy proposed costs of $2,772,833.55 for the base period costs for janitorial services and up to $140,000 in additional porter and janitorial services for special events.

Should you require additional information, please contact me at 202-274-6057.

UNIVERSITY OF THE DISTRICT OF COLUMBIA 1851

Fiscal Impact Statement

TO: The Board of Trustees

FROM: Managing Director of Finance David A. Franklin

DATE: November 13, 2025

SUBJECT: Janitorial Services Agreement – FY26-30 (Base Year Plus Four Option Years)

Conclusion

It is concluded that the custodial contract with Tyson Project Management Group, LLC, will incur costs to the University of the District of Columbia of an amount not to exceed $15,447,657.41 over a period of five (5) years, commencing in FY26, with four option years. The University has sufficient funding for the base year of the contract and projects similar availability regarding the four option years.

Background

The process employed by the Office of Contracting and Procurement in awarding the contract to Tyson Project Management Group, LLC, involved a competitive sealed proposal process. Tyson Project Management Group, LLC's proposal was evaluated and deemed the most responsive and responsible offer based on the evaluation criteria listed in the solicitation.

Tyson Project Management Group, LLC, will be responsible for providing janitorial services across approximately 1.2 million square feet of university property. The contract is performance-based, with clear standards that allow the University to ensure the provision of quality services. For example, poor performance may result in a reduction in the contractor's payments. As a result, it is incumbent upon the contractor to maintain a standard of performance that meets with the satisfaction of the University.

Fiscal Impact

The annualized costs for the janitorial contract include a cost-reimbursement component for additional services for porter and janitorial services for special events with Tyson Project Management Group, LLC, as outlined in **Table 1**. Over the base plus option period, the cost reimbursement component for additional porter and janitorial services for special events totals $700,000, or $140,000/year.

Table 1 – Contractual Terms of Janitorial Services Agreement

Contractual Terms of Janitorial Services Agreement	
Base Year (FY26)	$2,772,833.55
Porter Services	$60,000.00
Special Events	$80,000.00
Total	**$2,912,833.55**
Option Year 1 (FY27)	$2,772,833.55
Porter Services	$60,000.00
Special Events	$80,000.00
Total	**$2,912,833.55**
Option Year 2 (FY28)	$2,918,245.84
Porter Services	$60,000.00
Special Events	$80,000.00
Total	**$3,058,245.84**
Option Year 3 (FY29)	$3,061,311.41
Porter Services	$60,000.00
Special Events	$80,000.00
Total	**$3,201,311.41**
Option Year 4 (FY30)	$3,222,433.06
Porter Services	$60,000.00
Special Events	$80,000.00
Total	**$3,362,433.06**
Grand Total	**$15,447,657.41**

The financial impact to be borne by the University for each fiscal year ranges from $2,912,833.55, including porter and special events janitorial services, in the Base Year (FY26) to $3,362,433.06 in Option Year 4 (FY30). The total cost of the agreement across the five-year period is an amount not to exceed $15,447,657.41.

Risks and Assumptions

Risk Assumptions	Impacts
Monthly Late Payments	Late payments incur a penalty of 1% per month, in accordance with the District Quick Payment Act.
Option Year Funding Availability	The University has sufficient funding for the base year of the contract and projects similar availability regarding the four option years. That said, executing the remaining years of the contract will be subject to funding availability.

	As janitorial services are a critical need, the University will exert all efforts to allocate future funds for those options years as part of the budget development process.

GF-2025-C-0020, Janitorial Services

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Contract

‘/

NEGOTIATED SERVICES CONTRACT NO.: GF-2025-C-0020
FOR JANITORIAL SERVICES

This Contract, Attachments incorporated by reference: (A) Government of the District of Columbia Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts, dated March 2007, (B) Request for Proposals No. GF-2025-R-0020 and its Amendments, (C) Tyson Project Management Group, LLC, proposal dated August 7, 2025, and BAFO response date August 13, 2025, as amended, submitted in response to Request for Proposals No. GF-2025-R-0020, and entered this date of _____ by and between the University of the District of Columbia, a public institution of higher education and independent agency of the District of Columbia (hereinafter, called the "University") and Tyson Project Management Group, LLC (hereinafter, the "Contractor") whose address is 1301 K Street NW, Suite 300 Washington, DC 20005.

WITNESSETH:

WHEREAS, the University requires performance based janitorial services for its facilities, , to support the University of the District of Columbia's Office of the Vice President for Office of Facilities and Real Estate Management, in the performance of its mission;

NOW, THEREFORE, the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

ARTICLE 1: - DESCRIPTION OF WORK:

The Contractor shall provide services as described in Request for Proposals number GF-2025-R-0020 as amended and its proposal as amended and submitted in response and accepted by the University.

ARTICLE 2 - GENERAL

2.1 With respect to all janitorial services and the porter services and special event services, provided to the University upon its request (all collectively “Services”), performed under this Contract, the Contractor shall perform its Services consistent with the professional skill and standard of care ordinarily required and provided by service professionals practicing in the same or similar locality under the same or similar circumstances on contracts with the same or similar scope. The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all studies, reports, recommendations, and other deliverables furnished by the Contractor under this Contract. The Contractor shall, without additional compensation, correct or revise any non-conforming performance and/or deliverables that are a result of unsatisfactory performance or errors in its studies, reports, recommendations and other deliverables.

2.2 All performance, studies, reports, recommendations, and other deliverables are subject to the review and approval of the Contract Administrator (CA). The Contractor shall prepare, modify, and correct all such unsatisfactory performance or non-conforming deliverables in enough detail to secure such approval. All corrections shall be documented by the Contractor to the CA and incorporated at each stage of review. One as indicated in the Contractor's Technical proposal submitted August 7, 2025,

"Performance Standard Chart". A copy of all documentation shall be submitted to the Contracting Officer (CO). The University may deduct payment from the Contractor for unsatisfactory performance according to the "Schedule of Prices for Building Cleaning Deductions."

2.3 Neither the University's review, approval or acceptance of, nor payment for, any of the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract and the Contractor shall be and remain liable to the University in accordance with applicable laws for all damages to the University caused by the Contractor's negligent performance of any of the Services furnished under this Contract.

2.4 During the performance of work under this Contract, the Contractor shall submit each month to the CA two (2) copies of a progress report on the work performed and challenges encountered, and corrective action plans, completely and clearly stating the status of the Contractor's work under this Contract. One (1) copy of the progress report shall be submitted to the CO. The proposed fund for this report shall be submitted for review and approval prior to the first invoice for partial payment.

2.5 The Contractor shall take minutes of any meeting attended in connection with the Services for the University including the recording of any decision that alters, expands, or deletes of any provision which may affect the Contract obligation. One (1) copy of the draft meeting minutes shall be submitted to the CA for comment within 24 hours of the meeting. The CA shall submit comments on the draft minutes to the Contractor within 48 hours of receipt. The Contractor shall submit the final meeting minutes to the CA within 48 hours of receipt of CA’s comment with one (1) copy to the CO.

ARTICLE 3 – INSURANCE

3.1 The Contractor shall procure and maintain during the entire period of performance under this Contract, the types of insurance specified in Request for Proposals Number GF-2025-R-0020, with the University added as an additional insured, and Waiver of Subrogation applies in favor of the University of the District of Columbia for all claims made against the District. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer giving evidence of the required coverage prior to commencing performance under this Contract. In no event shall any work be performed until the required Certificates of insurance signed by an authorized representative of the insurer(s) have been provided to and accepted by the Contracting Officer. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A - VIII or higher. The Contractor shall require all its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all its policies provide that the Contracting Officer shall be given thirty (30) days prior written notice in the event the stated limit in the declaration page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor/Insurance Company shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

3.2 **COMMERCIAL GENERAL PUBLIC LIABILITY INSURANCE LIABILITY**).

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; $2,000,000.00 aggregate; for Bodily Injury and Property Damage including but not limited to: premises- operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the University as an additional insured, shall be primary and non-contributory with any other insurance maintained by the University, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this Contract.

3.3 **AUTOMOBILE LIABILITY INSURANCE**. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this Contract. This policy shall provide a $1,000,000 per occurrence combined single limit for bodily injury and property damage.

3.4 **WORKERS' COMPENSATION INSURANCE**. The Contractor shall provide Workers' Compensation insurance accordance to the statues of the District of Columbia, or the jurisdiction in which the work is performed.

3.5 EMPLOYER'S LIABILITY INSURANCE

The Contractor shall provide employer's liability insurance as follows: $1,000,000.00 per accident for injury; $1,000,000.00 per employee for disease; and $1,000,000.00 for policy disease limit.

3.6 **UMBRELLA LIABILITY INSURANCE**. The Contractor shall provide Umbrella Liability Insurance according to the statues of the District of Columbia, including $2,000,000.00 each occurrence and $2,000,000.00 aggregate.

3.7 **PROFESSIONAL LIABILITY INSURANCE**. The Contractor shall provide Professional Liability insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of $1,000,000.00 per occurrence for each wrongful act and $1,000,000.00 annual aggregate. The Contractor shall maintain this insurance for five (5) years following the University's final acceptance of the work performed under this contract.

3.8 **CRIME INSURANCE (3RD PARTY INDEMNITY)** - The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the University. The policy shall provide a limit of $50,000.00 per occurrence. This coverage shall be endorsed to name the University as joint-loss payee, as their interests may appear.

3.9 **SEXUAL/PHYSICAL ABUSE AND MOLESTATION**. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the Services performed that it carries $1,000,000.00 per occurrence limits; $2,000,000.00 aggregate. The policy coverage shall include the University of the District of Columbia as an additional insured. This insurance requirement will be considered met if the general liability insurance includes sexual abuse and molestation coverage for the required amounts.

3.10 **ENVIRONMENTAL LIABILITY INSURANCE.** The Contractor shall provide a

policy to cover costs associated with bodily injury, property damage and remediation expenses associated with pollution incidents including, but not limited to, mold, asbestos, or lead removal. The policy shall provide a minimum of $1,000,000.00 in coverage per incident and $1,000,000.00 aggregate.

3.11 **EMPLOYMENT PRACTICES LIABILITY**. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of employment related claims which the District of Columbia would be named as a co- defendant in claims arising from: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts. Policy shall include the Client Company Endorsement for Temporary Help Firms and Independent Contractors endorsement. The policy shall provide limits of $1,000,000.00 for each wrongful act and $1,000,000.00 annual aggregate for each wrongful act. The Contractor shall maintain this insurance for five (5) years following the University's final acceptance of the work performed under this Contract.

3.12 **DURATION.** The Contractor shall carry all required insurance until all Contract work is accepted by the University and shall carry the required General Liability; and any required Professional Liability for five (5) years following final acceptance of the work performed under this Contract.

3.13 **LIABILITY.** These are the required minimum insurance requirements established by the University. However, the required minimum insurance requirements provided above will not in any way limit the Contractor's liability under this contract.

3.14 **CONTRACTOR'S PROPERTY.** Contractors 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 University.

3.15 **MEASURE OF PAYMENT.** The University shall not make any separate measures or payment for the cost of insurance and bonds. The Contractor shall include all the costs of insurance and bonds in the contract price.

3.16 **NOTIFICATION,** The Contractor shall immediately provide the Contracting Officer (CO) with written notice if its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate ofinsurance to the CO.

3.17 **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in the Insurance Section prior to commencing work. Evidence of insurance shall be submitted to:

Mary Ann Harris, Chief Contracting Officer
Office of Contracts and Procurement University of the District of Columbia
4200 Connecticut Avenue, NW
Bldg. 39 Suite 200C
Washington, DC 20008
Email: mharris@udc.edu

3.18 **DISCLOSURE OF INFORMATION.** The Contractor agrees that the University may disclose the name and contact information of its insurers to any third party which presents a claim against the University 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.

ARTICLE 4 - SUBCONTRACTING PLAN:

4.1 If the Contractor intends to subcontract under this agreement, it must subcontract at least thirty-five percent (35%) of the dollar value of this Contract. Prior to subcontracting any of the work, the Contractor shall submit a Subcontracting Plan detailing that thirty-five percent (35%) of the work will be performed by certified Small Business Enterprise (SBE) subcontractors only under the provisions of the "Small, Local and Disadvantaged Business Enterprise Development and Assistance Act of 2005" (the Act), Title II, Subtitle N, of the "Fiscal Year 2006 Budget Support Act of 2005". The Contracting Officer's approval of the Contractor's Subcontracting Plan is a condition for execution of the Contract.

4.2 The Contractor shall not make any changes to the Subcontracting Plan without prior written approval of the CO. The approved plan will be incorporated into and become a part of the Contract.

ARTICLE 5- SUBCONTRACTING REQUIREMENTS:

5.1 Mandatory Subcontracting Requirements

5.1.1 Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, all contracts in excess of Two Hundred Fifty Thousand Dollars ($250,000), at least thirty-five percent (35%) of the dollar volume shall be subcontracted to certified small business enterprises (SBE's).

5.1.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph 5.1.1, then the subcontracting may be satisfied by subcontracting thirty-five percent (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.

5.1.3 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 5.1.1 and 5.1.2.

5.1.4 Except as provided herein, a prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least thirty-five percent (35%) of the contracting effort with its own organization and resources and, if it subcontracts, thirty-five percent (35%) of the subcontracting effort shall be with CBE's. A CBE prime contractor that performs less than thirty-five percent (35%) of the contracting effort shall be subject to enforcement actions under D.C. Official Code Section 2-218.63.

5.1.5 A prime contractor that is a certified joint venture and has been granted a bid preference

pursuant to D.C. Official Code Section 2-218.43, or is selected through a set-aside program, shall perform at least fifty percent (50%) of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBE's. A certified joint venture prime contractor that performs less than fifty percent (50%) of the contracting effort shall be subject to enforcement actions under D.C. Official Code Section 2-218.63.

5.1.6 Each CBE utilized to meet these subcontracting requirements shall perform at least thirty-five percent (35%) of its contracting effort with its own organization and resources.

5.1.7 A prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code Section 2-218.43, or is selected through a set-aside program, shall perform at least fifty percent (50%) of the on-site work with its own organization and resources if the Contract is one million dollars ($1,000,000) or less.

5.2 SUBCONTRACTING PLAN

If the prime contractor is required by law to subcontract under this Contract, it shall subcontract at least thirty-five percent (35%) of the dollar volume of this Contract in accordance with the provisions of section 5.1.1 The plan shall be submitted as part of the bid and may only be amended with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan shall ensure the benefit of the University.

Each subcontracting plan shall include the following:
(1) The name and address of each subcontractor;
(2) A current certification number of the small or certified business enterprise;
(3) The scope of work to be performed by each subcontractor; and
(4) The price that the prime contractor will pay each subcontractor.

COPIES OF SUBCONTRACTS

Within twenty-one (21) days of the date of award, the Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, CA, District of Columbia Auditor and the Director of DSLBD.

Subcontracting Plan Compliance Reporting

(1) If the Contractor has a subcontracting plan required by law for this Contract, the Contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

(A) The price that the prime contractor will pay each subcontractor under the Contract;
(B) A description of the goods procured, or the Services subcontracted for;
(C) The amount paid by the prime contractor under the subcontract; and
(D) A copy of the fully executed subcontract, it was not provided with an earlier quarterly report.

(2) If the fully executed subcontract is not provided with the quarterly report, the prime contractor will not receive credit toward its subcontracting requirements for that subcontract.

5.2.1 ANNUAL MEETINGS

Upon at least thirty (30) days written notice provided by DSLBD, the Contractor shall meet annually with the CO, CA, District of Columbia Auditor and the Director of DSLBD to provide an update on its subcontracting plan.

5.2.2 NOTICES

The Contractor shall provide written notice to the DSLBD and the District of Columbia Auditor upon commencement of the Contract and when the Contract is completed.

5.2.3 ENFORCEMENT AND PENALTIES FOR BREACH OF SUBCONTRACTING PLAN

(1) A Contractor shall be deemed to have breached a Subcontracting Plan required by law, if the Contractor (i) fails to submit subcontracting monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required information containing a materially false statement; or (iii) fails to meet its subcontracting requirements,

(2) A Contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a Contract shall be subject to the imposition of penalties, including monetary fine in accordance with D.C. Official Code Section 218.63.

(3) If the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have a cause to terminate the Contract under the default provisions in Clause 8 of the SCP, Default.

ARTICLE 6- KEY PERSONNEL:

As part of this Contract, the Contractor shall retain the names of Key Personnel, as listed in Tyson Project Management Group, LLC proposal dated August 7, 2025 as amended. No substitution of any of the key personnel will be made by the Contractor without the prior written consent of the CO. Before any such substitution, the Contractor shall submit to the CO detailed justification supported by the qualifications of any proposed replacement.

ARTICLE 7 - DESIGNATED REPRESENTATIVE:

The Contractor shall place, in charge of the work to be performed under this Contract, a designated representative, who shall be experienced in the categories of work listed in Article 1 and 2 of this Contract. This representative must be approved by the University and will be the official representative of the Contractor for the purpose of receiving and carrying out the instructions of the University and otherwise acting for the Contractor in any and all matters arising under this Contract.

ARTICLE 8- PERSONNEL PERFORMANCE:

All Services under this Contract shall be performed in a competent and professional manner. The University may, in writing, require the Contractor to remove from the work without additional compensation any employee of the firm that the University reasonably deems incompetent, careless, or otherwise objectionable, and to replace any such employee with suitable personnel reasonably acceptable to the Contracting Officer (CO). The University may also deduct from the Contractor's pay, to be passed on to the employee, for

unsatisfactory work performance.

ARTICLE 9- CONTRACTING OFFICER (CO):

9.1 In accordance with Title 8B DCMR Section 3001, contracts may be entered into and signed on behalf of the University only by the CO. The address and telephone number of the CO is:

Mary Ann Harris, Chief Contracting Officer
Office of Contracting and Procurement University of the District of Columbia
4200 Connecticut Avenue, NW Building 39,
Suite 200C Washington, DC 20008
(202) 274-5426

9.2 The Contract Administrator (CA) is responsible for general administration of the Contract and advising the CO as to the Contractor's compliance or noncompliance with the Contract. This includes the day-to-day monitoring and supervision of performance of the Contract, of ensuring that the work conforms to the requirements of this Contract and such other responsibilities and authorities as may be specified in the Contract. The CA for this Contract shall be appointed in writing by the Contracting Officer who shall notify the Contractor in writing regarding the appointment and contact information.

9.3 The CA shall not have authority to make any changes in the Statement of Work, other requirements, or terms and conditions of the Contract. The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the CO, and 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 University, to take all corrective action necessitated by reason of the unauthorized changes.

ARTICLE 10- COST CONTROL:

The Contractor shall, by continued exercise of proper management techniques and by fiscal, technical and professional surveillance of his sub-contracts, and all personnel assigned by the Contractor and/or his subcontractors to the Contract, take all necessary or appropriate steps to perform, or have performed, all Services described in this Contract and to complete the work and/or Services to the satisfaction of the University.

ARTICLE 11- CONTRACT TYPE:

This is a Fixed Price Performance Based contract, with a cost reimbursement component for the porter services and the special event services provided by the Contractor at the University's request.

ARTICLE 12 - INFORMATION FURNISHED AND WORK PERFORMED BY THE UNIVERSITY:

The University will make available to the Contractor all information and records at University's disposal which may affect the overall Contract. However, the University will not be responsible for making available any information that is not at its disposal. It is the responsibility of the Contractor to acquire such information within the limits of the Contractor's scope of work.

ARTICLE 13 - TERM OF CONTRACT:

The term of the Contract shall be for a base period of one (1) year from the date specified in the Notice to Proceed, with four one-year options.

13.1 OPTION TO EXTEND THE TERM OF THE CONTRACT

13.1.1 The University may extend the term of this Contract for a maximum of four (4) one-year option periods and one four month option period, or successive fractions thereof by written notice to the Contractor before the expiration of the Contract; provided that the University will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the Contract expires. The preliminary notice does not commit the University to an extension. The Contractor may waive the thirty (30) day preliminarynotice requirement by accepting the extension letter issued by the CO.

13.1.2 If the University exercises this option, the extended Contract shall be considered toinclude this option provision.

13.1.3 RESERVED

13.1.4 Exercising the option will be at the sole discretion of the University.

13.2 LENGTH OF CONTRACT

The total duration of this Contract, including the exercise of any options under section F.2of the solicitation, shall not exceed five years.

ARTICLE 14- DELIVERABLES:

The Contractor shall submit reports in accordance with the requirements of Request forProposals No. GF-2025-R-0020 and perform the work as required therein.

ARTICLE 15- PRICE:

The Contract price shall not exceed fifteen million four hundred forty-seven thousand, six hundred fifty-seven thousand dollars and forty-one cents ($15,447,657.41) for the one (1)-year base period, and four (4) one (1)-year option periods.

Base Year

Janitorial Services - Two Million Seven Hundred Seventy-Two Thousand Eight Hundred and Thirty-Three Dollars and Fifty-Five Cents ($2,772,833.55)

University Requested Porter Services – an amount not to exceed ceiling of Sixty Thousand Dollars ($60,000.00)

University Requested Special Events Services - an amount not to exceed ceiling of Eighty Thousand Dollars ($80,000.00)

For a total for the Base Year: an amount not to exceed Two Million Nine Hundred Twelve Thousand Eight Hundred and Thirty-Three Dollars and Fifty-Five Cents ($2,912,833.55)

Option Year-One

Janitorial Services - Two Million Seven Hundred Seventy-Two Thousand Eight Hundred

and Thirty-Three Dollars and Fifty-Five Cents ($2,772,833.55)

University Requested Porter Services – an amount not to exceed ceiling of Sixty Thousand Dollars ($60,000.00)

University Requested Special Events Services - an amount not to exceed ceiling of Eighty Thousand Dollars ($80,000.00)

For a total for the Option Year-One: an amount not to exceed Two Million Nine Hundred Twelve Thousand Eight Hundred and Thirty-Three Dollars and Fifty-Five Cents ($2,912,833.55)

Option Year-Two

Janitorial Services - Two Million Nine Hundred Eighteen Thousand Two Hundred and Forty-Five Dollars and Eighty-Four cents ($2,918,245.84).

University Requested Porter Services – an amount not to exceed ceiling of Sixty Thousand Dollars ($60,000.00)

University Requested Special Events Services - an amount not to exceed ceiling of Eighty Thousand Dollars ($80,000.00)

For a total for the Option Year-Two: For a total for the Base Year an amount not to exceed Three Million Fifty-Eight Thousand Two Hundred and Forty-Five Dollars and Eighty-Four Cents ($3,058,245.84)

Option Year-Three

Janitorial Services - Three Million Sixty-One Thousand Three Hundred Eleven Dollars and Forty-One Cents ($3,061,311.41).

University Requested Porter Services – an amount not to exceed ceiling of Sixty Thousand Dollars ($60,000.00)

University Requested Special Events Services - an amount not to exceed ceiling of Eighty Thousand Dollars ($80,000.00)

For a total for the Option Year-Three: an amount not to exceed Three Million Two Hundred and One Thousand Three Hundred Eleven Dollars and Forty-One Cents ($3,201,311.41).

Option Year-Four

Janitorial Services - Three Million Two Hundred Twenty-Two Thousand, Four Hundred Thirty-Three Dollars and Six cents ($3,222,433.06).

University Requested Porter Services – an amount not to exceed ceiling of Sixty Thousand Dollars ($60,000.00)

University Requested Special Events Services - an amount not to exceed ceiling of Eighty Thousand Dollars ($80,000.00)

For a total for the Option Year-Four: Three Million Three Hundred Sixty-Two Thousand, Four Hundred Thirty-Three Dollars and Six cents ($3,362,433.06).

ARTICLE 16 - INVOICE PAYMENT:

16.1 The University 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.

16. 1.1 The University will pay the Contractor on or before the 30th day after receiving a roper invoice from the Contractor.

16. l.2 The University may deduct from payment according to the deduction table located in Section 8 of Contractor's proposal for unsatisfactory performance.

16.2 INVOICE SUBMITTAL

16.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.2 of the solicitation. Invoices shal1 be prepared in duplicate and submitted to the agency Chief Financial Officer with concurrent copies to the Contract Administrator (CA). The address of the Chief Financial Officer (CFO) is:

University of the District of Columbia Office of the
Controller/Agency CFOAccounts Payable Division
4200 Connecticut Avenue NW
Bldg. 39 Suite 200B
Washington, D.C. 20008

16.2.1.1 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
16.2.1.2 Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal).
16.2.1.3 Contract number and invoice number.
16.2.2.3 Description, price, quantity and the date(s) that the supplies or Services were delivered or performed;
16.2.2.4 Other supporting documentation or information, as may be required by the Contracting Officer, including but not limited to certified payroll II data.
16.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent.
16.2.2.6 Name, title, phone number of persons preparing the invoice.
16.2.2.7 Name, title, phone number and mailing address of person to be notified in the event of a defective invoice; and
16.2.2.8 Authorized signature.

ARTICLE 17 - QUICK PAYMENT CLAUSE:

17.1 Interest Penalties to Contractors

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

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

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

17.2 Payments to Subcontractors

The Contractor must take one of the following actions within fifteen (15) days of receipt of any amount paid to the Contractor by the University for work performed by any subcontractor under a contract:

Pay the subcontractor for the proportionate share of the total payment received from the University that is attributable to the subcontractor for work performed under the Contract; or

Notify the University and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

17.3 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of one (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 3rd day after the required payment date for meat or a meat product;
the 5th day after the required payment date for an agricultural commodity; or the 15th day after the required payment date for any other item.

17.4 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any thirty (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.

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

AR1JCLE 18 - STANDARD CONTRACT PROVISIONS:

Notwithstanding anything in the RFP to the contrary, the District of Columbia Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts, dated March 2007, are incorporated into this Contract and made a part hereof by reference.

ARTICLE 19-INDEM1NITY:

The Contractor shall hold harmless and indemnify the District and the University, and its directors, officers, employees, agents, representatives, and volunteers for damages, expenses, and costs, including reasonable legal costs and expenses, to

the extent caused by the Contractor's negligence in the performance of this Contract, or any negligent act, error, or omission.

ARTICLE 20 - DOCUMENTS INCORPORATED REFERENCE AND ORDER OF PRECEDENCE:

ORDER OF PRECEDENCE: Any inconsistency in this solicitation shall be resolved by giving precedence in the following order.

1. Articles l through 19 of this Contract;

2. (Attachment A) District of Columbia Standard Contract Provisions for use with District ofColumbia Government Supplies and Services Contracts, dated March 2007;

3. (Attachment B) Request for Proposals No. GF-2025-R-0020 including Amendments;

4. (Attachment C) Tyson Project Management Group, LLC, technical and price proposal and BAFO;

5. The Living Wage Act of 2006, and the Living Wage Act Fact Sheet, are set forth as attachments, respectively and incorporated herein by reference.

6. Wage Determination dated April 25, 2025.

THIS CONTRACT shall ensure and be binding upon the parties hereto, heirs: executors,administrators, successors, and assigns.

IN WITNESS WHEREOF, that the authorized parties signed below hereby execute this Contract as of the day and year first above written.

Witness:

University or the District of Columbia,
a public educational institution and
independent agency of the District of Columbia

_____
Mary Ann Harris
Chief Contracting Officer

_____
Date

Witness:

Tyson Project Management Group, LLC

_____
Lincon Tyson
President

_____
Date:

Solicitation

PROPOSAL SOLICITATION DOCUMENT

REQUEST FOR PROPOSAL NO. GF-2025-R-0020

AGENCY: University of the District of Columbia

PROJECT: Janitorial Services

LOCATION: 4200 Connecticut Avenue, NW
Washington, DC 20008

To access our website, please go to:

https://www.udc.edu/about/administration/procurement/solicitations

Forms | University of the District of Columbia | University of the District of Columbia

UNIVERSITY OF THE DISTRICT OF COLUMBIA 1851	1. Solicitation No. GF-2025-R-0020	**2. Type** [] Sealed Bid [x] Sealed Proposal	**3. Date Issued** 7/14/2025	**Page** 1 of 83 (not including cover page)
4. Contract Number	**5. Requisition/Purchase Request No.**		6. [] Open Market with set aside for SBE subcontracting (see Section M.1.6) [x] CBE Set-Aside (See B.2 & Sec. M) Mandatory 35% SBE subcontracting with Section M.5.2	

7. Issued By:	**8. Address Bid To:**
University of the District of Columbia Office of Contracting and Procurement 4200 Connecticut Avenue NW Bldg. 39 Suite 200C Washington, DC 20008	Mary Ann Harris, Chief Contracting Officer c/o Michiko Gadson, Senior Contract Specialist University of the District of Columbia Office of Contracts & Procurement 4200 Connecticut Avenue NW Bldg. 39 Suite 200C Washington, DC 20008

9. **FOR INFORMATION CONTACT**	A. **Name**	B Telephone	C. **E-Mail Address**
	Michiko Gadson	202-274-5191	mgadson@udc.edu

IMPORTANT – The "Bidder" Section of this form must be completed by the Bidder

SOLICITATION

NOTE: In sealed proposal solicitations "proposal" mean "offer to provide good and/or services"

10. Sealed proposals in "original plus 4 copies" to perform the work required shall be received at the place specified in item 8, or hand carried to the counter located at address shown in item 8 not less than 2:00 p.m. local time on August 4, 2025.

11.The University requires performance of work described in strict accordance with the following:

DESCRIPTION	SECTION	PAGE
Solicitation Proposal/Award Form	A	1-2
Contract Type, Supplies or Services and Price/Cost	B	4-10
Scope/Statement of Work	C	11-33
Packaging and Markings	D	34
Inspection and Acceptance	E	35
Deliveries and Performance	F	36-37
Contract Administration Data	G	38-43
Special Contract Requirements	H	44-56
Contract Clauses	I	57-66
List of Attachments	J	67
Representations, Certifications and Other Statements of Bidders	K	68
Instructions to Bidders	L	69-75
Evaluation Preference Points	M	76-83

12. The contractor shall begin performance on the date specified in the written [] Award [X] NTP (Notice to Proceed) and complete all work not later than the date specified in the NTP. This period of performance is [x] Mandatory [] Negotiable.

13. The contractor SHALL furnish a bid bond with bid submission, and performance and payment bonds (Attachment J.11) within 10 calendar days after receiving the UDC Notice of Intent to Award.

14. **Additional Solicitation Considerations**

A. All bids are subject to the work requirements, provisions and clauses incorporated in this solicitation in full text or by reference.

B. **A BID GUARANTEE** [X] is required [] is not required

PERFORMANCE AND PAYMENT BONDS are also required pursuant to Article 12 Sections A, B, and C of the Government of the District of Columbia Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts (March 2007).

UNIVERSITY OF THE DISTRICT OF COLUMBIA OFFICE OF CONTRACTING AND PROCUREMENT		
Proposal (MUST BE FULLY COMPLETED BY OFFEROR PRIOR TO SUBMISSION TO UDC)		
15. Name, Company Name and Address of Bid or/Bidder (with zip code)	16. Telephone No. ( ) 17. E-mail address	18. Remittance Address (if different than item 15)
19. The bid or/bidder agrees to perform the work required at the prices specified herein and according to the BID SCHEDULE (Section B) and in strict accordance with the terms of this solicitation, if this bid/bids is accepted by the University within calendar days after the date bids/bids are due.		
20. The bid or/bidder agrees to furnish any required performance and payment bonds.		
21. ACKNOWLEDGEMENT OF AMENDMENTS The bid or/bidder acknowledges receipt of amendments to the solicitation (number and date each) See Section L.12		
22. Name and Title of Person authorized to sign bid/bid (Type of Print)	22A. Signature	22B. Bid/Bid Date
AWARD (To be completed by the University)		
23. Amount	**24. Accounting and Appropriations data**	
25. PAYMENT WILL BE MADE BY: Office of the Chief Financial Officer 4200 Connecticut Avenue NW Washington, DC 20008	**26. Submit invoices as instructed in Section G of this solicitation (Contract Administration Data)**	
CHIEF CONTRACTING OFFICER WILL COMPLETE ITEM 27 OR 28 AS APPLICABLE		
27. [] NEGOTIATED AGREEMENT (The Contractor is required to sign this document and return ___ copies to the issuing office. The Contractor agrees to furnish and deliver all items or perform all work requirements for the consideration stated in this contract. The rights and obligations of the parties of this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.	**28. [] AWARD** (The contractor is not required to sign this document). Your bid on this solicitation is hereby accepted. This award consummates the contract which consists of (a) the solicitation and your bid, and (b) this contract award. No further contractual document is necessary.	
29. Name and Title of Contractor of Person Authorized to sign (Type or Print)	**30. Name of CO (Type of Print)**	
29A. Signature / **29B. Date**	**30A. Signature**	**30B. Date**
UNIVERSITY OF THE DISTRICT OF COLUMBIA OFFICE OF CONTRACTING AND PROCUREMENT		

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

B.1 The University of the District of Columbia's Office of Contracting and Procurement's Capital Procurement Division, on behalf of Operations and Maintenance of Campus Services Division, is seeking a responsive and responsible contractor to provide Janitorial Services for the University campuses.

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

This RFP is designated only for certified small business enterprises (SBE) with a requirement that 35% be subcontracted to a small business that is certified by the D.C. Department of Small Local Business Development (DSLBD) unless the prime contractor is certified and will perform 100% of the work. Applicable preference points for certified small business enterprise (SBE) pursuant to 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, shall be applied to price evaluation. Bidders must provide documentation with their bid submission that the certified small business identified in their proposed Subcontracting Plan has agreed to be a part of the contract as stated in the Plan. Bids responding to this RFP may be rejected if the bidder fails to submit a subcontracting plan required by law. Bidders and their subcontractors may apply for DSLBD certification online by going to https://dslbd.dc.gov and selecting "Get Certified." Questions about certification email should be directed to cbe.info@dc.gov.

B.3 The University contemplates aggregate award of a single fixed priced performance-based with a Cost Reimbursement Component for **Additional Porter and Janitorial Services for Special Events.**

Porter Services

ITEM DESCRIPTION	BASE PERIOD NOT-TO-EXCEED CEILING	OPTION YEAR ONE NOT-TO-EXCEED CEILING	OPTION YEAR TWO NOT-TO-EXCEED CEILING	OPTION YEAR THREE NOT-TO-EXCEED CEILING	OPTION YEAR FOUR NOT-TO-EXCEED CEILING
REIMBURSABLE SERVICES SECTION (C.4.6)	60,000.00	$60,000.00	$60,000.00	$60,000.00	$60,000.00

Special Events

ITEM DESCRIPTION	BASE PERIOD NOT-TO-EXCEED CEILING	OPTION YEAR ONE NOT-TO-EXCEED CEILING	OPTION YEAR TWO NOT-TO-EXCEED CEILING	OPTION YEAR THREE NOT-TO-EXCEED CEILING	OPTION YEAR FOUR NOT-TO-EXCEED CEILING
REIMBURSABLE SERVICES SECTION (C.4.6)	80,000.00	$80,000.00	$80,000.00	$80,000.00	$80,000.00

B.4 SCHEDULE DESCRIPTION

The Contractor shall furnish all management, labor, equipment, materials and supplies necessary to provide janitorial services in accordance with Section C of

this solicitation and the portions of the offeror' s proposal accepted by the University. The University intends to evaluate the price based on the total amount offered for the base period and option years. See Section M.4.

BASE PERIOD

CLIN	DESCRIPTION	QTY. NTE	UNIT /MONTH	TOTAL
0001	The contractor shall provide janitorial services in accordance with Section C.	12	$	$

TOTAL PRICE IN WORDS FOR CLIN 0001:

_____

_____

CLIN	DESCRIPTION	QTY. NTE	UNIT/MONTH	TOTAL
0002	The contractor shall provide janitorial services in accordance with Section C.	**12**	$	$

TOTAL PRICE IN WORDS FOR CLIN 0002:

_____

_____

TOTAL PRICE FOR CLIN 0001 AND 0002 OF BASE PERIOD:

$ _____

TOTAL PRICE IN WORDS:

_____

_____

OPTION YEAR ONE

CLIN	DESCRIPTION	QTY NTE	UNIT/MONTH	TOTAL
0001	The contractor shall provide janitorial services in accordance with Section C.	**12**	$	$

TOTALPRICE IN WORDS FOR CLIN 0001 FOR OPTION YEAR ONE:

_____

_____

CLIN	DESCRIPTION	QTY NTE	UNIT/MONTH	TOTAL
0002	The contractor shall provide janitorial services in accordance with Section C.	**12**	$	$

TOTAL PRICE IN WORDS FOR CLIN 0002 FOR OPTION YEAR ONE:

_____

_____

TOTAL PRICE FOR CLIN 0001 AND 0002 FOR OPTION YEAR ONE:

$ _____

TOTAL PRICE IN WORDS:

_____

_____

OPTION YEAR TWO

CLIN	DESCRIPTION	QTY NTE	UNIT/MONTH	TOTAL
0001	The contractor shall provide janitorial services in accordance with Section C.	**12**	$	$

TOTALPRICE IN WORDS FOR CLIN 0001 FOR OPTION YEAR TWO:

_____

_____

CLIN	DESCRIPTION	QTY NTE	UNIT/MONTH	TOTAL
0002	The contractor shall provide janitorial services in accordance with Section C.	**12**	$	$

TOTAL PRICE IN WORDS FOR CLIN 0002 FOR OPTION YEAR TWO:

_____

_____

TOTAL PRICE FOR CLIN 0001 AND 0002 FOR OPTION YEAR TWO:

$ _____

TOTAL PRICE IN WORDS:

_____

_____

OPTION YEAR THREE

CLIN	DESCRIPTION	QTY NTE	UNIT/MONTH	TOTAL
0001	The contractor shall provide janitorial services in accordance with Section C.	**12**	$	$

TOTAL PRICE IN WORDS FOR CLIN 0001 FOR OPTION YEAR THREE:

_____

_____

CLIN	DESCRIPTION	QTY NTE	UNIT/MONTH	TOTAL
0002	The contractor shall provide janitorial services in accordance with Section C.	**12**	$	$

TOTAL PRICE IN WORDS FOR CLIN 0002 FOR OPTION YEAR THREE:

_____

_____

TOTAL PRICE FOR CLIN 0001 AND 0002 FOR OPTION YEAR THREE:

$_____

TOTAL PRICE IN WORDS:

_____

_____

OPTION YEAR FOUR

CLIN	DESCRIPTION	QTY NTE	UNIT/MONTH	TOTAL
0001	The contractor shall provide janitorial services in accordance with Section C.	**12**	$	$

TOTAL PRICE IN WORDS FOR CLIN 0001 FOR OPTION YEAR FOUR:

_____

_____

CLIN	DESCRIPTION	QTY NTE	UNIT/MONTH	TOTAL
0002	The contractor shall provide janitorial services in accordance with Section C.	**12**	$	$

TOTAL PRICE IN WORDS FOR CLIN 0002 FOR OPTION YEAR FOUR:

_____

_____

TOTAL PRICE FOR CLIN 0001 AND 0002 FOR OPTION YEAR FOUR:

$ _____

TOTAL PRICE IN WORD:

_____

_____

BASE + FOUR OPTION YEAR FOUR

TOTAL AMOUNT $_____

The maximum total price of this contract is the sum total of the price herein for the base period and four option periods, or fractions thereof, as written below.

PART 1 - SECTION C - STATEMENT OF WORK

C.1 SCOPE

The Offeror shall submit a comprehensive proposal that will serve as the operational blueprint for enhancing and maintaining the current quality of janitorial services across all University of the District of Columbia (UDC) campuses. The proposal must demonstrate the Offeror's ability to deliver these services at a reasonable cost while achieving and sustaining an above-satisfactory performance rating in all service areas throughout the contract period.

A. The proposal should include a clearly identified section of the proposal outlines a specific plan for providing janitorial services to the UDC Student Center. This plan must include measures to support and maintain the building's LEED Platinum certification throughout the entire period of performance. The offeror shall be responsible for providing comprehensive janitorial services, including porter services, at all university campus locations. The Contractor must supply all management personnel, labor, materials, supplies, and equipment necessary to perform the services described in this RFP.

B. Although the CDC has lifted the precaution measures on COVID-19, the Contractor shall provide deep, enhanced cleaning services on all high-touch surfaces and areas, including but not limited to desks, computer mice and keyboards, phones, lockers, cubbies, window sills and computer tops, door, frames, doorknobs and push bars, elevator buttons, light switches, hand rails, faucet and toilet handles, bathroom floors, toilet stall door locks, paper towel dispensers, shower and locker room, office common areas.

C. The Contractor shall provide janitorial services, including porter services, in office spaces, corridors, waste receptacles, entrances/exits of buildings, common areas, laboratories, classrooms, conference rooms, restrooms, and other used areas between 8:00 a.m. and 10:00 p.m. Monday through Friday (excluding Federal holidays) and Saturdays 8:00-5:00 p.m. at the following locations listed under C.2 Requirements for CLIN 0001.

C.2 REQUIREMENTS FOR CLIN 000l

The offeror shall illustrate its understanding of the industry, needs of the University, capability, and determination to always keep the University's campuses at green quality by submitting a comprehensive proposal that offers to be the best solution for always creating and maintaining green quality cleanliness in high traffic volume higher educational buildings. The Offeror proposal shall:

C.2.1 Provide an assessment of the janitorial needs in each building to be served which are located at:

C.2.1.1 UDC Eng. Addition Building 32 (include Saturdays)
4200 Connecticut Avenue
NW Washington, DC 20008
78,983 sqft

C.2.1.2 UDC Business/Student Gov. Building 38 (including Saturdays)
4200 Connecticut Ave NW
Washington DC 20008
115,308 sqft

C.2.1.3 UDC Administration Bldg. 39
4200 Connecticut Ave NW
Washington DC 20008
85,938 sqft

C.2.1.4 UDC Eng. Addition Building 42 (include Saturdays)
4200 Connecticut Avenue
NW Washington, DC 20008
78,983 sqft

C.2.1.5 UDC Auditorium Building 46E
4200 Connecticut Avenue
NW Washington, DC
20008
40,215 sqft

C.2.1.5 UDC Auditorium Building 46W
4200 Connecticut Avenue
NW Washington, DC 20008
23,040 sqft

C.2.1.6 E.B Henderson Sports Complex 47 (including Saturdays)
4200 Connecticut Avenue
NW Washington, DC 20008
93,805 sqft

C.2.1.7 UDC Law School Building 52 (including Saturdays)
4340 Connecticut Avenue
NW Washington, DC 20008
143,560 sqft

C.2.1.8 UDC Airport Hanger No. 2
National Airport Arlington,
VA 22202
12,000 sqft

C.2.1.9 UDC Community College- Lamond Riggs (including Saturdays)
5171 South Dakota Avenue NE
Washington, DC 20008
45,000 sqft

C.2.1.10 Firebird Farm
12001 Old Baltimore Pike
Beltsville MD

C.2.1.11 UDC Student Success Center Bldg. 70
4225 Connecticut Ave NW
Washington DC 20008
19,988

C.2.1.12 UDC Academic Bldg. 71 (including Saturdays)
4250 Connecticut Ave NW
Washington DC 20008
200,000

C.2.1.13 UDC Workforce Dev. Bldg. 72
3100 Martin Luther King Jr SE
Washington, DC 20008
78,985

C.2.2 Provide a corrective action chart, with timetables for completion, for the findings in Section C.2.1.

C.2.3 Provide a chart of ongoing services to be provided, including description and frequency, at each of the buildings above. Describe the frequency, method, and cleaning tools and equipment, as well as the quantity and job title of staff assigned.

C.2.4 Provide a chart of measurable performance standards for each service offered; for example - Excellent, Good, Satisfactory, and Unsatisfactory. Include a measurable description of what constitutes each.

C.2.5 Provide a Deduction of Payment Schedule for unsatisfactory performance, including recurring occurrences.

C.2.6 Provide response time to correction of reports of unsatisfactory performance.

C.2.7 Clearly describe a planned management approach and include:

C.2.7.1 Staff reporting and interaction with UDC personnel chart

C.2.7.2 Quality Control Plan

C.2.7.3 Number of employees, job description, and hourly rates of pay for each

task, or combination thereof, at each location.

C.2.7.4 Resumes of key personnel

C.2.7.5 At least two past performance evaluations and references from customers to whom you have provided similar services during the past two years.

C.2.8 Provide an annual line-item budget that includes projected monthly payments, total annual payments, and total contract amount.

C.3 REQUIREMENTS FOR CLIN 002

The offeror shall illustrate its understanding of the industry, needs of the University, capability, and determination to always keep the University's campuses at green quality by submitting a comprehensive proposal that offers to be the best solution for creating and maintaining Platinum LEED quality cleanliness. Below is a table showing the approximate square footage of both interior and exterior spaces associated with the Student Center that will require cleaning according to the specifications for green cleaning janitorial services as required by the US Green Building Council to attain LEED credits towards platinum certification (See Attachment J.l.l).

C.3.1 UDC Student Center Bldg. 56
4200 Connecticut Ave NW
Washington DC 20008

Type of Space	Area (SF)	Area Type	Flooring
Interior	11,150	Circulation	Polished concrete
	7.700	Offices/Workrooms	Carpet Tile
	2,000	Meeting and Conference Rooms	Carpet Tile
	4,800	Ballroom (Divisible into two separate areas)	Carpet Tile
	375	Warming Kitchen adjacent to Ballroom	Warming Kitchen
	13,500	Open Lounge Spaces	30% Carpet Tile 70%
	3,450	(2) Unisex Toilet Rooms, (l) Men's and (1) Women's Locker Room w/tile showers and toilets	Ceramic and Porcelain
	4,500	Fitness Area	75% Rubber Flooring
	47,475	Total Interior SF	Pavers

	23,000	Exterior paved Areas, Levels I and 2	Pavers
Exterior	1,700	Level 3 Exterior Covered Terrace	Pavers
	24,700	Total Exterior SF	

In addition to the above the Offerors' proposal shall:

C.3.1 Provide an assessment of the janitorial needs in the Student Center.

C.3.2 Provide a corrective action chart, with timetables for completion, for the findings in Section C.3.1**.**

C.3.3 Provide a chart of ongoing services to be provided, including description and frequency, at each of the buildings above. Describe the frequency, method, and cleaning tools and equipment, as well as the quantity and job title of staff assigned.

C.3.4 Provide a chart of measurable performance standards for each service offered; for example - Excellent, Good, Satisfactory, and Unsatisfactory. Include a measurable description of what constitutes each.

C.3.5 Provide a Deduction of Payment Schedule for unsatisfactory performance, including recurring occurrences.

C.3.6 Provide response time to correction of reports of unsatisfactory performance.

C.3.7 Clearly describe a planned management approach and include:

C.3.7.l Staff reporting and interaction with UDC personnel chart

C.3.7.2 Quality Control Plan

C.3.7.3 Number of employees, job description, and hourly rates of pay for each task, or combination thereof, at each location.

C.3.7.4 Resumes of key personnel

C.3.7.5 At least two past performance evaluations and references from customers to whom you have provided similar services during the past two years.

C.3.8 Provide an annual line-item budget that includes projected monthly payments, total annual payments, and total contract amount.

C.4 GENERAL REQUIREMENTS

In addition to the above, within five (5) days following receipt of Notice of Intent to Award, the Contractor shall submit to the Contract Administrator (CA) the following information on each prospective employee who may provide services under the contract:

a) Complete Name
b) Address
c) Social Security
d) Copy of valid ID
e) Security Check

A) The hours of operation of the University are between the hours of 8:00 a.m. through 10:00 p.m.. The Contractor shall perform the basic daily cleaning with two shifts. The day shift (or first shift) begins from 8:00 a.m. to 5:00 p.m. (second shift) starts from 2:00 p.m. to 10:00 p.m. The first shift operates from Monday to Saturday, and the second shift operates Monday to Friday.

C.4.1 Facilities and Locations

The Contractor shall provide janitorial services in office spaces, corridors, waste receptacles, entrances/exits of buildings, common areas, laboratories, conference rooms, classrooms, restrooms, and other used areas between 8:00 a.m. and 10:00 p.m. Monday through Friday (excluding Federal holidays) at the following locations:

C.4.1.A UDC Van Ness campus (also referred to as the Main Campus in this solicitation) located at 4200 4225, 4250, and 4340 Connecticut Avenue, NW Washington, DC, consisting of the following thirteen (13) buildings:

1) Building #32 - Engineering Department
2) Building #38 - Business/Student Government/Services
3) Building #39- Administration
4) Building #42 - Math Department/Engineering Addition
5) Building #43 - Power Plant
6) Building #44 - Health Sciences
7) Building #46E - Auditorium
8) Building #46W - Music Department
9) Building #47 – E.B Henderson Sports Complex
10) Building #52- Law School (located at 4340 Connecticut Avenue)
11) Building #56 – Student Center
12) Building #70 – UDC Student Success Center (located at 4225 Connecticut Avenue)
13) Building #71 – UDC Academic Hub (located at 4250 Connecticut Avenue)

The Main Campus also encompasses classrooms, laboratories, libraries, theatres, an auditorium, a bookstore, a gymnasium, a cafeteria, administrative offices, a

maintenance shop, a health center, an amphitheater, a soccer field, a plaza deck, a swimming pool, a 3 deck parking garages, walkways, warehouse as well as service centers such as mail room and reproduction. The university has parking lots located at 4225, 4250, 4340 Connecticut Ave NW, 5171 South Dakota Ave NE, and 3100 Martin Luther King Ave SE.

B) The University of the District of Columbia – Workforce Development at Old Congress Heights - a single facility located at 3100 Martin Luther King Ave SE, Washington, DC. The facility has three floors, each assigned for office use, classrooms, and laboratories. The Old Congress Heights site also has large hallways and spaces used for community meetings and related educational functions.

C) The University of the District of Columbia - Community College (Lamond Riggs) at Bertie Backus Middle School is an educational facility located at 5171 South Dakota Avenue, NE, Washington, DC, equipped with classrooms, faculty and staff offices, computer and nursing labs as well conference and/or meeting rooms. Office floors are covered with carpet tiles, and the hallway is covered with vinyl tiles.

D) One (1) building located at the Reagan National Airport, Hangar #2 - The aeronautical engineering program at the airport has a finished concrete floor in the workshop and at the hangar. The office floors are carpeted and the hallway including the classrooms are covered with vinyl tiles. The rest room has capacity to accommodate four people at a time.

E) UDC Firebird Research Farm -Two (2) trailers located at 12001 Old Baltimore Pike Beltsville, MD, have restrooms and a training room.

C.4.2 **Standard Services**

The Contractor shall furnish all management, personnel, labor, materials, supplies, and equipment to perform the services described in this section. The standard services are <u>included</u> in the basic <u>monthly price for each building.</u>

C.4.2.1 General Requirement

The Contractor shall perform the following general services applicable to all common areas in all locations:

C.4.2.1.1 Daily Services to Be Performed in All Buildings Restrooms:

Perform effective restroom cleaning procedures; remove harmful germs and bacteria that may be present on door handles, fixtures, walls, floor and floor drains, and other surfaces. All of these must be cleaned and disinfected with regularity daily to prevent the spread of contagious illnesses. Since restrooms are heavily used, there must be a schedule to ensure that they are refreshed frequently. Refresher schedules shall include restocking of hand soap and hand sanitizer, toilet paper, and paper towels, as well as spot cleaning where required. All bathrooms must be sanitized once a week using the University sanitizing equipment. If the university-owned sanitizing equipment

becomes deficient, the Contractor must provide alternate sanitizing equipment. All bathrooms at every campus location WILL be readily available for use at 8:30 a.m.

a. Clean daily: floors, countertops, basins, toilet partitions, toilets, urinals, light switches, mirrors, doorknobs, and showers.

b. Disinfect floors, countertops, basins, toilets, urinals, and showers (if applicable) daily (after cleaning)

c. Ensure floor drains are operating correctly.

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 decaling, surfaces shall be free from streaks, stains, scale, scum, and rust stains.

g. Ensure the waste cans and other waste receptacles are emptied, cleaned, lined, and sanitized as needed.

h. Enhanced cleaning of all bathrooms shall be performed three (3) times daily and service dates and times must be documented.

Interior Space, Offices:

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.

All surfaces' desks, counters, shall be free of dirt, dust and debris.

a. Glass surfaces (excluding exterior windows) shall be clean and free of smudges.

b. Furniture shall be free of obvious dust, dirt, and debris; Furniture should be realigned to the original setting.

c. Carpets will be free of obvious spots and stains and shall be clean and free of dirt and debris.

d. Floors requiring a finish shall be maintained at a high luster and shall be free of all marks, dirt and debris.

e. Wood paneling shall be free of soil substances, dust, streaks and spots.

f. Offices documents, furniture, and work environment shall not be disturbed by personnel while performing services.

Classrooms, Lecture Halls, and Meeting Spaces

Whiteboards/Chalkboards shall be washed, and chalk trays cleaned. Furniture in classrooms must be realigned in the original order. All chairs should face the Whiteboard/Chalkboard except for one (l) table and one (I) chair placed in the front of the blackboard facing all other chairs. Each computer desk shall be free of dust. All floor surfaces shall be swept and mopped daily. The floor should be clear of obvious dirt and debris. All Spots shall be removed.

Classrooms, lecture halls, and meeting spaces shall receive enhanced cleaning after each use.

Note: Classroom schedules shall be provided.

Entrance, Corridors, and Lobby Areas shall receive enhanced cleaning twice daily

a. **Lobby areas.** The surface shall be free from litter, gum, dirt, dust, and debris during school hours (8:00 a.m. – 10:00 p.m.) on weekdays (8:00 a.m.- 5:00 p.m.) on Saturdays. Immediate areas outside the building entrances must be kept clear of debris and noticeable dirt. Mats must be vacuumed and spot-cleaned (as needed). Soil and moisture underneath the mats shall be removed, and the mats shall be 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 during school hours. Door handles should be cleaned frequently.

c. **Corridors.** The 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.

Drinking Fountain/ Hydration Stations

Drinking fountains shall be cleaned to be free of watermarks, debris, or encrustation and shall be sanitized. Polished surfaces shall be wiped free from streaks, stains, scale, scum, and rust stains. **Drinking Fountains and Hydration stations should receive enhanced cleaning twice daily.**

Facility trash and recyclables

Facility trash shall be collected regularly (as necessary) from corridor waste centers to ensure that trash and paper are not allowed to accumulate in overflow receptacles. The university participates in a sustainability program that promotes recycling and conservation. There are exceptions that require office suites to have larger trash cans

that the Contractor shall service. Dumpster sites shall be kept clean and orderly, and trash shall not be allowed to blow around on the ground. Trash receptacles and waste baskets shall be emptied daily to remove dirt, food, beverage spoilage, and odors. Broken furniture, wooden pallets, and similar large objects must be discarded in the roll off dumpsters provided by the university. Recycling materials (white paper mixed paper, newspaper, and corrugated boxes and commingle (mixed) beverage and food containers (i.e., glass and plastic bottles and aluminum and tin cans) from the regular trash. Separation is intended for recyclable commodities to be kept in containers that are different than the trash containers. Commingled bottles and cans should NOT be mixed with recycled paper but placed in a separate container for collection by the recyclable's hauler. Recycling materials must be discarded in dumpsters provided by the university. with signage ••recycling use only".

Note: Recyclables can be housed in centralized containers that are large white corrugated boxes approximately 42" high holding white ledger paper and/or mixed paper and smaller corrugated boxes approximately 18" high holding newspapers within the interior spaces/ offices. The mentioned containers may also be composed of plastic material. Descriptive labels in Spanish and English is required on all containers used to transport trash and recyclables to the loading dock, designated pick-up, or housing areas within each building.

Exterior Grounds, Sidewalks, Steps, and Parking Areas

Sidewalks, steps, parking areas, parking ramps, and parking garages shall be cleaned daily and kept free from all debris from the grounds of each facility.

Elevators

All campus elevators are to be kept clean and free from loose debris. All graffiti, smudges, soil substances, gum, and other foreign matters shall be removed immediately upon discovery. Elevator door sills and cabin panels shall be wiped and free from obvious issues.

Floors

All floor surfaces shall be swept and mopped daily. The floor should be clear of obvious dirt and debris. All Spots shall be removed.

Wood - Including gym floors, the wood floors in common use may be either softwood or hardwood, in a variety of widths, thicknesses, and designs, and they may be either open-grain or closed-grain. Strip flooring is generally nailed to a wooded sub-floor; parquet flooring is generally laid in mastic on top of the sub-floor. Unless the floor is properly sealed, water will raise the grain and roughen the surface. Use of water for cleaning is generally recommended unless used sparingly. ***Avoid strong cleaners.***

Windows, Glass Doors, and Door Transoms (exterior and interior 8'ft and below)

Windows, Door Transoms, and Glass Doors shall be wiped and free from smudges, streaks, fingerprints, taped signage, and other debris. **Handicap push buttons and push bars shall be cleaned three times daily.**

Parking Garage/ Area

Parking Garage trash receptacles shall be emptied daily. Parking areas shall be monitored for overflowing receptacles and loose trash and serviced accordingly. Drains shall be kept clear of obstructions.

Plaza deck, Amphitheater, and Outdoor Fountains

The plaza deck is to be spot-swept and monitored for loose debris daily. The fountains shall be screened, and loose trash removed. Trash receptacles are to be emptied, and loose debris removed from all areas of the plaza deck. Amphitheaters shall be monitored and serviced for trash and loose debris. All receptacles for trash shall be emptied. **Special emphasis shall be given to these areas during warm weather due to increased usage**.

Corridor Sanitizer Dispensers

All corridor sanitizer dispensers shall be serviced and refilled (if needed) with Purell sanitizer. (provided by Janitorial contractor)

Lounges/Food Eating Areas

a. Clean daily: all floors, counter-tops, basins, equipment, light switches, and doorknobs/ panic bars.

b. Disinfect floors, counter-tops, and basins daily (after cleaning)

c. Clean all surfaces that meet food consumption after each meal period or use; keep free of food scraps and debris.

d. Clean tables and chairs (top and underside) after each meal or use; disinfect after cleaning.

e. Keep floors clean, free of food scraps, debris, and any signs of bio-contamination; clean at least once daily.

f. Ensure floor drains are operating properly and odor-free; flush clogged drains with hot water to remove clog.

g. Trash receptacles are to be tightly covered and emptied at least once daily (or when full); do not allow trash to overflow.

h. Microwaves are to be cleaned, wiped, and free from food scraps and debris.

C.4.2.1.2 Weekly Services to Be Performed in All

Buildings

I. Dusting

All horizontal and vertical light fixtures, as well as furniture surfaces under 7 feet in height, shall be cleaned of obvious dust. This includes all tables in operational areas and those located behind monitors. Generally, dusting with treated dust cloth is required. Additionally, removing cobwebs along the ceiling, baseboards, corners, floor corners, and windows is needed. All other windowsills shall be periodically cleaned to maintain a dust-free appearance. Sofas, chairs, and tables in the reception areas of office suites shall be cleaned and dusted as needed to ensure a dust-free appearance. Fabric-covered sofas and chairs in the reception areas should be vacuumed monthly. Main lobbies and high-traffic public use areas shall be free of all paper, trash, empty bottles, and other discarded materials. Wall-hung and floor-type trash receptacles shall be neat and presentable. There shall be no evidence of wads of gum, spots of tar, or wet areas of any foreign substances. Items such as credenzas, file cabinets, computer terminals, light fixtures, tables, shelves, bookcases, storage lockers, handrails, pictures, clocks, window blinds, ceiling fans, upper and lower vents, fire extinguishers boxes, etc.

II. Carpet Spot Cleaning and Office Vacuuming

All carpets shall be clean and free of dirt, debris, and obvious spots and stains. Carpet spotting should be accomplished as needed. Vacuum all carpets and floors, extending the vacuuming to remove obvious dirt from, around, and under furniture. Moving some furniture to a vacuum or an appropriate attachment to the cleaner may serve this purpose. For this contract, whenever the term ‘carpet’ or ‘carpeting’ is used, it is intended to include wall-to-wall carpeting, as well as room-size rugs and area rugs located in walkways and foyers. Carpet surfaces, including comers, shall be clean and free from dust balls, dirt, and other debris; napping on carpets shall lie in one direction upon completion of the vacuuming task. Main lobbies and high-traffic public areas shall be free from all loose soil, sand, mud, and footprints and always present a neat appearance. Because these are high-usage areas, the Contractor should be aware that it will be necessary to vacuum these areas up to once a day.

These areas should be inspected each day to ensure they are presentable and neat in appearance.

1. <u>All areas accessible to the vacuum cleaner shall be vacuumed.</u> Chairs, trash receptacles, and easily removable items shall be moved to maintain floors underneath.

2. <u>Spot Carpet Cleaning</u> - 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 that cannot be removed and appear to be permanent must be brought to CA's attention immediately.

3. All tears, burns, and unraveling shall be brought to the immediate attention of the CA. Every effort shall be made to ensure that furniture and baseboards are not struck by equipment. Any marks on such items shall be immediately removed by the Contractor. The Contractor shall provide adequate clean vacuum bags to minimize dust.

III. Elevator Cleaning

Each elevator should be cleaned weekly and should be taken out of the automatic service mode prior to cleaning and then returned to the automatic service mode when cleaning is completed. At no time should elevator doors be wedged open. All horizontal and vertical surfaces and louvers shall be dusted with a treated dust cloth. Any carpet within the elevators shall be vacuumed and spot-cleaned. Non-carpeted floors shall be damp-mopped, spray-buffed, and door tracks cleaned. Walls shall be spot-cleaned, and metal (stainless steel and brass) shall be polished. All light fixtures shall be damp wiped. Elevator tracks and groves shall be cleaned with a machine specially designed for removing all grit, sand, and other debris.

IV. Spray Buff Floors and Floor Care

Spray buffing shall be performed on floors in areas such as entrances, lobbies, main corridors, hallways, and vending machine areas. Floors will be damp mopped and serviced with a scrubber/polishing machine to preserve consistent high luster and shine. Floors shall be free of streaks, mop strand marks, and skipped areas. There shall be no build-up in corners or crevices. Walls, baseboards, and other surfaces shall be free of finished residue and marks from the equipment. All floor areas must be evenly coated. Spots and strains shall be eliminated. All areas accessible to floor cleaning equipment shall be swept, mopped, and buffed. Chairs, trash receptacles, and easily movable items shall be moved to maintain floors underneath.

V. Clean Stairways and Landings

All Stairway floor surfaces shall be swept, mopped, and cleaned in accordance with the floor care schedule, as appropriate for floor covering. Grease, grime, gum, scuffs, and other marks shall be removed from stair guards, handrails, and baseboards. The Contractor shall remove all marks, dirt, smudges, scuffs, and other foreign matter from adjoining stairwell walls to provide or maintain a clean, uniform appearance.

C.4.2.1.3 Monthly Task Performed

Auditorium Stage/ Gymnasium Floor

Floors shall be scrubbed with non-ammoniated, low suds cleaning solution.

Classrooms/Meeting spaces/ Labs

Floors shall be damp mopped and serviced with a scrubber/polishing machine to preserve the consistent high luster and shine. Floors shall be free of streaks, mop strand marks, and skipped areas. There shall be no build up in corners or crevices. Walls, baseboards, and other surfaces shall be free of finished residue and marks from the equipment. All floor areas must be evenly coated. Spots and strains shall be eliminated. All areas that are accessible to floor cleaning equipment shall be swept, mopped, and buffed. All areas accessible to floor cleaning equipment shall be swept, mopped, and buffed. Chairs, trash receptacles, and easily movable items shall be moved to maintain floors underneath.

High Dusting/Cleaning

High cleaning shall include cleaning horizontal and vertical surfaces above 7' 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.

Furniture/Desk Polishing

All wood surfaces, such as desks, credenza, bookshelves, etc., shall be polished with a wood protector and/or finisher to enhance the luster and shine.

Baseboards/ Wall base/ Heaters

Baseboards/ Wall bases/ Heaters shall be dusted, wiped, and free of dirt, smudges, and markings.

C.4.2.1.4 Semi-Annually Task Performed

Floor Care

Carpet cleaning shall be performed semi-annually as part of periodic deep-cleaning services
or as requested for special needs. Services include thorough cleaning of carpeted areas using industry-approved methods and equipment to remove embedded dirt, stains, allergens, and odors, and to preserve the appearance and lifespan of the carpet.

Tile floor cleaning services shall be performed semi-annually to maintain the cleanliness, safety, and appearance of all hard-surface flooring. Services include deep cleaning of ceramic, porcelain, vinyl or other tile surfaces, including grout lines, using appropriate cleaning methods, solutions, and equipment.

C4.3 PORTER SERVICE:

The Contractor will provide five (5) porters during business hours (Monday through Friday, 8:00 a.m. – 5:00 p.m.), excluding recognized holidays. A replacement is required for assigned staff with absences or scheduled time off. Porters will perform specific required services. Porters will provide services for all University facilities and campuses as required by the CA. As Specified, porters may perform the following tasks but not be limited to:

1. Remove and arrange office and classroom furniture, equipment, and appliances, and move heavy equipment and machinery when assigned.

2. Assist in assembly and disassembly of furniture, furnishings, etc.

3. Clean graffiti from the interior and exterior surfaces of buildings. Provide special cleaning before, during, and after special events. Perform other related duties as assigned by the University's Contract Administrator.

4. The Contractor shall provide the University's Contract Administrator with a daily roster of all porters available.

5. Perform warehouse duties, including palletizing materials, loading and unloading trucks, and labeling items and property.

6. Assist maintenance personnel with special projects.

7. Porters shall not perform basic cleaning services daily to compensate for the absence of cleaning personnel.

8. Perform conference-style set-ups for university functions. Arrangement of tables, chairs, podiums, and other items used in group gatherings.

9. Porters shall power wash the plaza area, garage, walkways, and loading- -dock area on a needed basis and assigned by the CA.

C.4.3.1 PORTER PERSONNEL REQUIREMENTS:

1. All porters must obtain UDC campus ID.
2. Successfully passed background screen and drug test.
3. Able to lift 50lbs (with proper lifting techniques).

4. Always demonstrate UDC acceptable customer service skills at UDC Facilities.
5. Provide and use safety equipment (eyewear, gloves, back-brace, earplugs, kneepads, etc.).
6. Porters shall not perform porter services without receiving the proper work order request form or authorization from the CA.

C.4.4 GREEN CLEAN PROGRAM (GCP)

C.4.4.1 Green Cleaning Initiative

There are two primary benefits to "green" cleaning methods. First, selecting products that do not contain environmental contaminants reduces the ecological impact of cleaning products that end up down the drain, and therefore, merging with the local water systems. Second, cleaning practices that take environmental principles into account improve indoor air quality for building occupants, faculty, and staff. The result is a decrease in building-related illness, greater productivity, and reduced liability for the University. Green cleaning (housekeeping) is shown to reduce suspended particles, volatile organic compounds, as well as bacteria and fungi. The GCP also includes operational standards to ensure effective equipment performance and some energy conservation. Training, involvement, and close collaboration with student constituent groups, faculty, staff, and the community are also key components of the program's promoting environmental principles beyond the college borders.

This plan serves two primary functions. This plan requires the vendor to inform and educate the custodial operations staff on how to achieve "green cleaning/housekeeping" requirements. The implemented plans serve as the US Green Building Council (USGBC) LEED submittal to demonstrate that the intent for “green cleaning & housekeeping" IEQ requirements of LEED have been met.

The University has stated the intent for a "green cleaning/housekeeping" innovation credit as "Reduce exposure of building occupants and maintenance personnel to potentially hazardous chemical, biological, and particulate contaminants that adversely impact air quality, occupant well-being, and the environment. " The Custodial Operations department must demonstrate that a "comprehensive green cleaning/housekeeping program is in place with clear performance goals" to receive this innovation credit. To show that these requirements are met, the USGBC requests and this plan provides the following:

1. Reducing chemical use

The goal is to minimize occupant and worker exposure to aggravating or harmful chemicals released into the indoor environment during cleaning processes. Particular attention is given to floor maintenance procedures that minimize or eliminate chemical use.

a. Apply durable floor finishes; deep scrub with floor cleaner and re-coat finish as necessary (avoid the use of floor strippers);

b. Scrub floors regularly to remove dirt and embedded marks in floor finishes (to reduce the need for stripping); perform floor scrubbing when students and other occupants are not

present in the immediate area; and

c. Ensure cleaning schedule meets actual needs to avoid redundant cleaning.

d. Use microfiber mops and cloths that do not require application of chemicals

2. Staff Training

Training will be provided to all cleaning staff for all methods and products described within this plan. A Safety Manual will be available on-site and accessible to all staff members. The Safety Manual shall include contact information to direct product questions, emergency contact for hazardous events (such as a spill), MSDS for all products, and step-by-step instructions for proper use of each product (including use, dilution, and disposal). If the cleaning staff is non-English speaking, then the Training and Safety Manual will have a multi-lingual format. Training for proper use of specific products will be provided through the product manufacturer or distributor if offered. Training will include, at a minimum:

a. General orientation

b. Review of this plan, including intent, procedures, and products; incorporated.

into semi-annual staff training

c. On-site supervised training

d. General cleaning practices and techniques

e. Use and care of housekeeping equipment and supplies

f. Housekeeping chemicals

g. Review of Safety Manual and where it is located for reference.

h. Review of universal warning symbols pertaining to hazardous substances and waste.

i. Instruction on how to read a material safety data sheet (MSDS)

Checklists will be provided and posted on-site for cleaning staff that describe procedural requirements in accordance with this plan.

3. Requirements & Product Recommendations

Cleaning Practice Requirements

The university objectives for maintaining the interior space of facilities are to maximize the amount of pollutants extracted, minimize worker/occupant exposure to harmful contaminants and cleaning residues, minimize the amount of chemicals, particles, and moisture accumulated and/or released into the air by the cleaning process, and dispose of cleaning waste in an environmentally responsible manner.

To ensure that these objectives are accomplished, the Contractor assigns:

a. Most cleaning duties and responsibilities in evening when there is a decrease in population, except in daytime emergency situations. The primary cleaning is assigned to 2:00 p.m. to 10:00pm (2nd shift).

b. All cleaning procedures meet "green" or. eco-friendly" standards.

c. All chemicals are green seal certified (recommended).

d. The custodians have individual cleaning assignments, which allow them to be familiar with the physical and environmental needs of the facility. This maximizes the quality, quantity, and consistency of green building practices.

4. Product Dilution

a. Dilute all concentrated cleaning chemicals per manufacturer recommendations.

b. Use the lowest concentration possible for each application.

5. Reducing Dust and Dirt

The Contractor shall effectively dust, dust mop, and vacuum thoroughly to capture dust particles and prevent them from circulating into the air, moving t0 other surfaces, or being drawn into ventilation equipment.

a. Provide "walk off' mats at each outside door; vacuum and spot clean "walk off' entryway mats daily and use carpet extractor with wand attachment weekly - proper and frequent entryway cleaning reduces outdoor contaminants from being spread throughout the building, which extends the longevity of the flooring systems and reduces the need for floor maintenance tasks (such as stripping and applying additional coats of floor finish).

b. Replace mats when there is visible surface wear.

c. Vacuum or damp-mop instead of sweeping.

d. Use vacuum cleaners that meet the standards for CRI Green Label.

e. Change vacuum bags when they are 3/4 full check bags prior to each use.

f. Use a damp cloth or microfiber cloth to remove dust.

g. Use burnish or high-speed buffing machines that are equipped with vacuum attachments and dust prevention skirts.

6. Reducing microbial growth

a. Wet-cleaning equipment for carpets should have high-quality extractors that leave carpeting dry to prevent microbial growth.

b. Apply disinfectants where/when required; allow 3-5 minutes for disinfectant to take effect prior to cleaning.

c. Use all-purpose cleansers instead of bleach to remove microbes.

d. Change microfiber mops and cloths on a regular basis; at a minimum, replace mop heads and clothes daily, wash and rinse thoroughly after each use, or when they smell or show visible dirt, even when rinsed thoroughly.

e. Ensure that mops can dry completely between uses; mops should be hung in the janitorial closet on hooks provided, not stored in buckets or slop sink.

f. Clean areas where water collects or condenses.

C.4.5 **ADMINISTRATION**

C.4.5.1 CONTRACTOR QUALITY CONTROL PLAN (OCP)

The Contractor shall develop and maintain a quality control plan to ensure janitorial services are performed in accordance with university requirements and commonly accepted commercial practices. The Contractor shall develop, implement, and submit procedures to identify, prevent, and ensure non-occurrences of defective services. The Contractor shall build quality assurance control procedures addressing all areas.

An inspection plan tailored to the specific cleaning tasks required shall be developed. The inspection plan will detail how services at the work site will be inspected to ensure that the outcome of the work meets all the quality standards of the Performance Task Schedule.

The Contractor shall develop a monitoring plan to identify any deficiencies in work output related to the performance standards outlined in this contract, as well as methods for informing employees of any shortcomings in their respective areas of responsibility. The plan will also include a process to ensure that deficiencies are corrected and do not recur.

The Contractor shall maintain a file of all inspections conducted and any corrective actions taken.

The QCP must always be kept up to date. The system must reflect all contract modifications, changes to building(s), and physical updates to reflect those changes. A copy of the revised QCP shall be provided to CA within 10 business days of changes.

The Contractor shall review the QCP with CA and the Contractor's employees once annually so that said parties have an agreement and understanding of what performance is expected under the conditions of this contract.

The Contractor shall provide the CA and Contracting Officer (CO) with a copy of the most current QCP and updates.

Writing and monitoring the QCP is the responsibility of the Contractor. The university will review and approve the plan and related documents. The university's interest in the plan is to

ensure that the outcome and results of work performed meet all requirements of performance within contract terms. Plans that are not approved will be returned to the Contractor for re-submission. Revised QCP plans shall be re-submitted within 10 business days for approval. If the Contractor cannot submit an acceptable QCP, they will be in default and will be submitted to the Contracting Officer for compliance review.

C.4.5.2 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

This Quality Assurance Surveillance Plan (QASP) was developed to evaluate Contractor actions while implementing the Performance Work Statement (PWS). It is designed to provide an effective surveillance method to monitor Contractor performance and services.

The Contractor, not University, is responsible for the management and quality control actions to meet the requirements and terms of the contract. The role of the University is quality assurance to ensure contract requirements and guidelines are achieved. The Contractor's *Quality Control Plan* is the driver for product quality and performance. The Contractor is required to develop a comprehensive program of inspections and monitoring actions. The Contractor must gain initial approval of the QCP within the 1st 30 days of the contract start date. The University will identify standards and performance measures during that time. The Contractor's QCP must include all elements of the Performance Work Statement. The CA will inspect services using a checklist containing all elements of performance that are met in accordance with the QCP.

Acceptance:

The University will periodically evaluate the Contractor's performance by appointing a Contracting Administrator (CA) to monitor performance to ensure services are received. The University representative will evaluate the Contractor's performance through inspections of the Contractor's work and receipt of complaints. Suppose the University's inspections indicate that work is not performed in accordance with contract specifications. In that case, the CA will immediately notify the Contractor in writing and order rework and improvement in the quality of work. All workmanship must meet university standards to be accepted. Work not accepted by the University is not eligible for payment.

Inspections:

The University will conduct random and scheduled inspections for the quality of workmanship and cleanliness of facilities. Inspections are not required to be predetermined and/or attended by the Contractor. The requirement is to maintain "Cleaning Level 2 or higher" in rated categories using a rating system.

The Contractor shall sign off and include a daily checklist verifying all services that have been completed for that day and recorded in QCP plan files. The Contractor **shall not** submit invoices until the University has accepted the work. The Contractor shall submit the invoices/reports itemizing services performed to the CA monthly in ARREARS. The University will inspect all areas to ensure the quality of services

provided prior to certification of payment.

C.4.5.3 Facilities Operations Contractor Performance Rating System

Appearance Levels for UDC Educational Facilities By

LEVEL I-Orderly Spotlessness

- Floors and base moldings shine and/or are bright and clean; colors are fresh. There is no buildup in corners or along walls.
- All vertical and horizontal surfaces have a freshly cleaned or polished appearance and have no accumulation of dust, dirt, marks, streaks, m\smudges, or fingerprints. Light fixtures are clean.
- Washroom and shower fixtures and tile gleam and are odor-free. Supplies are adequate.
- Trash containers hold only daily waste, are clean and odor-free.

LEVEL 2- Ordinary Tidiness

- Floors and base moldings shine and/or are bright and clean; colors are fresh. There is no buildup in comers or along walls, but there can be up to two days' worth of dust, dirt, stains, or streaks.
- All vertical and horizontal surfaces are clean, but marks, dust, smudges, and fingerprints are noticeable upon close observation. Light fixtures are clean.
- Washroom and shower fixtures and tile gleam and are odor-free. Supplies are adequate.
- Trash containers hold only daily waste are clean and odor-free.

LEVEL 3- Casual Inattention

- Floors are swept or vacuumed clean, but upon close observation, there can be stains. A buildup of dirt and/or floor finish in corners and along walls can be seen.
- There are dull spots and/or matted carpets in walking lanes. There are streaks or splashes on base molding.
- All vertical and horizontal surfaces have obvious dust, dirt, marks, smudges, and fingerprints. Lamp fixtures are clean.
- Trash containers hold only daily waste, are clean and odor-free.

LEVEL 4- Moderate Dinginess

• Floors are swept or vacuumed cleans, but are dull, dingy, and stained. There is a noticeable buildup of dirt and /or floor finish in corners and along walls.

• There is a dull path and/or obviously matted carpet in the walking lanes. Base molding is dull and dingy with streaks or splashes.

• All vertical and horizontal surfaces have conspicuous dust, dirt, smudges, fingerprints, and marks.

The lamp fixtures are dirty.

• Trash containers have old trash present. They are stained and marked. Trash containers smell sour.

LEVEL 5- Unkempt Neglect

• Floors and carpets are dull, dirty, dingy, scuffed, and/or matted. There is a conspicuous buildup of old dirt and/or floor finish in corners and along walls. Base molding is dirty, stained, and streaked.

Gum, stains, dirt, dust balls, and trash are broadcast.

• All vertical and horizontal surfaces have major accumulations of dust, dirt, smudges, and fingerprints, all of which will be difficult to remove. Lack of attention is obvious.

• Light fixtures are dirty with dust balls and flies.

• Trash containers overflow. They are stained and marked. Trash containers smell sour.

NOTE: Cleaning Level 2 is a reasonable standard.

Customer Complaints

The CA will document and validate all submitted complaints, referencing the PWS. The Contractor will be allowed to respond to a complaint to CO/CA. All validated complaints must be re-performed (if necessary) immediately. The Contractor will have three business days to correct validated complaints with CA approval before becoming default" and subject to compliance review by the Contracting Officer. All validated complaints will be added to the Contractor's QCP files.

Key, Personnel

The following personnel are considered key personnel by the University:

Supervisor /Onsite Lead

The contractor shall provide a Supervisor /onsite lead who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the Contracting Officer and CA. The supervisor/onsite lead or alternate shall have full authority to act on behalf of the contractor in all contract matters related to the daily operation of this contract. The Supervisor/Onsite Lead or alternate shall be available on site (1st and 2nd shifts) between 8:00 a.m. and 10:00 p.m., Monday through Friday, except on Federal holidays or when university facilities are closed for administrative reasons. The Supervisor/Onsite Lead must be available via phone after regular business hours, on weekends, and on holidays for emergencies. Supervisor/Onsite Lead must have a LEED

certification.

Supervisor/Onsite Lead Description:

Responsible for the overall management of the projects, tasks, QCP reporting, and employees. Responsible to customers for the coordination and execution of assigned performance tasks. Jointly assesses project/task status with University CA. Advises the University on matters of project performance and administration. Provides full-service management duties and oversees assigned employees. Performs and coordinates daily and long-range task requirements with University. Ensures that contract requirements and deliverables in the quality assurance plan are addressed and reported.

Objectives for the Supervisor/Onsite Lead:

Include, but are not limited to serve as the project manager/onsite lead for personnel, serve as liaison between Contractor personnel and the Contract Administrator (CA), holds overall responsibility of administrative matters including direct Contractor personnel, assign work to specific personnel, deliverable schedule, complaint responses, and review work products to ensure contract requirements are met.

Note: *Key personnel will be screened and approved by the University before the start date. Any changes in* ***Key Personnel*** *after the contract is awarded will be reviewed and approved by University. The contractor must replace all key personnel within 15 calendar days of the position vacancy. Alternates must meet qualifications.*

C.4.6 Reimbursables

Additional Porter and Janitorial Services – Special Events

Additional porter and janitorial services required beyond standard business hours, including evenings and weekends, shall be provided upon request. These services may include, but are not limited to, support for special events, extended facility use, or increased occupancy demands.

Porter services requested in excess of the five (5) porters outlined in the base contract shall be considered supplemental and billed as reimbursables. Janitorial support for special events, including pre-event preparation, on-site service during the event, and post-event cleaning, will also be provided on a cost-reimbursable basis, subject to prior authorization from the CA.

SECTION D: PACKAGING AND MARKING

D.1 The packaging and marking requirements for this contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010. (Attachment J. l)

SECTION E: INSPECTION AND ACCEPTANCE

E.1 The inspection and acceptance requirements for this contract shall be governed by [clause number six (6), Inspection of Services] of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010. (Attachment J.1)

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be for one year from the date specified in the Notice to Proceed with the University's option to extend for four (4) one-year period or a fraction thereof.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The University may extend the term of this contract to a maximum of four (4), one- year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the University will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the University to an extension. The Contractor may waive the thirty (30) day preliminary notice requirement by accepting the extension letter issued by the CO.

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

F.2.3 The price for the option period shall be as specified in B.4 of the contract.

F.2.4 Exercising the option will be at the sole discretion of the University.

F.3 LENGTH OF CONTRACT

The total duration of this contract, including the exercise of any options under F.2 shall not exceed five (5) years.

F.4 PROGRESS Reports

The Contractor is obligated to develop and submit to the CA all required reports including progress reports, special reports, weekly and monthly reports as required by the contract. The Contractor shall keep accurate and detailed written/computerized records of the work performance during all stages. The Contractor shall maintain frequent contacts by telephone, site visits, meetings with all parties involved in the contract and submit a weekly written progress reports to the CA including but not limited to:

1) information concerning the work of the contractor and sub-contractors;
2) percentage of completion;
3) number and amounts of modifications and claims;
4) analyses of the schedules, and other analyses necessary to compare actual performance with planned performance.

F.5 TYPE OF CONTRACT

F.5.1 This is a fixed price performance-based contract.

F.6 DELIVERABLES

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

F.6.1 The Contractor shall submit to the University, as a deliverable, the report described in section H.5 of this contract that is required by the 51% District Residents New Hires Requirement and First Source Employment Agreement for each TO that is $ 100,000.00 and over. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor may not be paid. (Refer to H.5).

F.6.2 The Contractor shall submit all reports in writings according to the University required and approved schedules:

F.6.3 The Contractor shall submit a subcontracting plan (See §H.9.2 and Attachment J.9) with its proposal for the CO's approval.

F.7 The Contractor shall submit to the University, as a deliverable, the report described in section H.5.5 which is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, the University shall not make final payment to the Contractor pursuant to section G.3.2.

SECTION G: CONTRACT ADMINISTRATION

G. l INVOICE PAYMENT

G.1.1 The University 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 University will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

G.2. l The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer with concurrent copies to the Contract Administrator (CA) specified in Section G.9. The address of the Chief Financial Officer (CFO) is:

University of the District of Columbia Office of the Controller/
Agency CFO Accounts Payable Division
4200 Connecticut Avenue NW
Bldg. 39, Suite 200B
Washington, D.C. 20008

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

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

G.2.2.2 Contract number and invoice number;

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

G.2.2.4 Other supporting documentation or information, as may be required by the Chief Contracting Officer, includes but is not limited to certified payroll data.

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

G.2.2.6 Name, title, phone number of people preparing the invoice.

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

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

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

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

G.4 PAYMENT

Unless otherwise specified in this contract, payment will be made on partial deliveries of good and services accepted by the University if:

G.4.1 The amount due on the deliveries warrants it; or

G.4.2 The contractor requests it and the amount due on the deliveries is in accordance with the following:

G.4.2.1 Payment will be made on completion work and University acceptance of each invoice for which the price is consistent with the price Schedules approved by the University with the contractor's proposal and consistent with that included in the Notice to Proceed and any amendment thereto.

G.4.2.2 Payment will be made upon presentation of a properly executed invoice.

G.4.2.3 The University may request, and the Contractor shall provide documentation to support all cost associated with its invoice, without which the invoice is not proper.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

G.5.1 In accordance with 8B DCMR 3059, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.

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

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

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

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

G.6.1. l The University will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.0 l et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of l% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

a) the 3rd day after the required payment date for meat or a meat product;

b) the 5th day after the required payment date for an agricultural commodity; or

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

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

G.6.2 Payments to Subcontractors

G.6.2. l The Contractor shall take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the University for work performed by any subcontractor under this contract:

a) Pay the subcontractor for the proportionate share of the total payment received from the University that is attributable to the subcontractor for work performed under the contract; or

b) Notify the University and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.6.2.2 The Contractor shall pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is

due and ending on the date on which the payment is made. Interest shall be calculated at the rate of I% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

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

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

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

G.6.3 Subcontract requirements

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

G.7 CHIEF CONTRACTING OFFICER (CO)

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

Mary Ann Harris, Chief Contracting Officer
Office of Contracting and Procurement
Address: 4200 Connecticut Avenue NW
Building 39, Suite 200C
Washington DC 20008
mharris@udc.edu

G.8 AUTHORIZED CHANGES BY THE CHIEF CONTRACTING OFFICER

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

G.8.2 The Contractor shall not comply with any order, directive or request that changes or

modifies the requirements of this contract, unless issued in writing and signed by the CO.

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

G.9 CONTRACT ADMINISTRATOR (CA)

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

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

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

G.9.1.3 Reviewing invoices for completed work and recommending approval by the CO if the Contractor's prices and costs are consistent with the contractual amounts and progress is satisfactory and commensurate with the rate of expenditure;

G.9.1.4 Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the University's payment provisions; and

G.9.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers. The contact information for the CA is:

Andy Belachew, Project Manager
Operations and Facilities Maintenance
4200 Connecticut Avenue NW Washington, DC 20008
Email: abelachew@udc.edu

G.9.2 The CA shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or change to the contract terms and conditions. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the

contract,

4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or

6. Authorize the use of University property, except as specified under the contract.

G.9.3 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the University, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2015-4281 Revision No. 33, dated 04/23/20205, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 et seq., and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

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

H.4 FREEDOM OF INFORMATION ACT

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

behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the CA who will provide the request

to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the CA will forward a copy to

the Contractor. In either event, the Contractor is required by Jaw 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 University 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 SOURCEEMPLOYMENTAGREEMENT

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

H.5.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.4) in which the Contractor shall agree that:

(I) 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:

(l) 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 University, the Contractor shall:

(1) Document in a report to the CO the Contractor's compliance with section H.5.4 of this clause; or

(2) Submit a request to the CO for a waiver of compliance with section H.5.4 and include the following documentation:

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

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

(I) A good faith effort to comply is demonstrated by the Contractor;

(2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

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

(4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

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

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

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

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

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

H.7 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. § 1210 l et seq.

H.8 WAY TO WORK AMENDMENT ACT OF 2006

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

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

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

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

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

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

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

H.8.8 The requirements of the Living Wage Act of2006 do not apply to:

(l) 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 50l(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 l 983, effective February 24, 1984 (D.C. Law 5-48; D.C.

Official Code § 44- 501); and
(I 0) 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. l Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, all contracts in excess of $250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises (SBE's).

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.9.1.4 Except as provided herein, a prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBE's. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code Section 2-218.63.

H.9.1.5 A prime contractor that is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code Section 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBE's. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code Section 2-218.63.

H.9.1.6 Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.

H.9.1.7 A prime contractor that is a CBE and has been granted a bid preference pursuant to

D.C. Official Code Section 2-218.43, or is selected through a set-aside program, shall

perform at least 50% of the on-site work with its own organization and resources if the contract is $1 million or less.

H.9.2 Subcontracting Plan

If the prime contractor is required by law to subcontract under this contract, it shall subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section
H.9.1. The plan shall be submitted as part of the bid and may only be amended with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan shall inure to the benefit of the University.

Each subcontracting plan shall include the following:

(1) The name and address of each subcontractor;
(2) A current certification number of the small or certified business enterprise.
(3) The scope of work to be performed by each subcontractor; and
(4) The price that the prime contractor will pay each subcontractor.

H.9.3 Copies of Subcontracts

Within twenty-one (21) days of the date of award, the Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, CA, District of Columbia Auditor and the Director of DSLBD.

H.9.4 Subcontracting Plan Compliance Reporting

(I) If the Contractor has a subcontracting plan required by law for this contract, the

Contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

(A) The price that the prime contractor will pay each subcontractor under the contract;
(B) A description of the goods procured, or the services subcontracted for .
(C) The amount paid by the prime contractor under the subcontract; and
(D) A copy of the fully executed subcontract, it was not provided with an earlier quarterly report.

(2) If the fully executed subcontract is not provided with the quarterly report, the prime contractor will not receive credit toward its subcontracting requirements for that subcontract.

H.9.5 Annual Meetings

Upon at least 30-days written notice provided by DSLBD, the Contractor shall meet annually with the CO, CA, District of Columbia Auditor and the Director of DSLBD to provide an update on its subcontracting plan.

H.9.6 Notices

The Contractor shall provide written notice to the DSLBD and the District of Columbia Auditor upon commencement of the contract and when the contract is completed.

H.9.7 Enforcement and Penalties for Breach of Subcontracting Plan

(l) A Contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (i) fails to submit subcontracting monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required information containing a materially false statement; or (iii) fails to meet its subcontracting requirements,

(2) A Contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fine in accordance with D.C. Official Code Section 218.63.

(3) If the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have a cause to terminate the contract under the default provisions in clause 8 of the SCP, Default.

H.9.8 Proposal responding to this RFP shall be deemed nonresponsive and shall be rejected if the bidder is required to subcontract but fails to submit a subcontracting plan with its bid. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

H.9.8.1 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.9.8.2 A statement of the dollar value of the proposal that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs is available, by any certified business enterprises;

H.9.8.3 The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;

H.9.8.4 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.9.8.5 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.9.8.6 In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the Chief Contracting Officer, that the subcontractor will adopt a subcontracting plan like the subcontracting plan required by the contract.

H.9.8.7 Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the Chief Contracting Officer, and submit periodic reports, as requested by the Chief Contracting Officer, to allow the University to determine the extent of compliance by the prime contractor with the subcontracting plan;

H.9.8.8 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 University's request; and

H.9.8.9 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.9.10 Subcontractor Standards

H.9.l0.1 A prime contractor shall ensure that subcontractors meet the criteria for responsibility described in D.C. Official Code § 2-353.01.

H.10 UNIVERSITY RESPONSIBILITIES

The University shall conduct a pre-award survey to facilitate evaluation of the offeror's determination pursuant to the requirements of the Responsibility Standards and Special Responsibility Standards herein. Non-responsible bidders shall be rejected.

H.11 CONTRACTOR RESPONSIBILITIES

H.11.1 The contractor shall provide support data "evidencing" that meets the General Standards of Responsibility and the Special Standards of Responsibility listed in Sections L.15 and L.16 of this solicitation. Bidder's failure to comply with this requirement shall result in rejection of their bid.

H.11.2 The contractor shall give their subcontractors at every tier a copy of their payment bond upon request.

H.12 CRIMINAL BACKGROUND CHECKS

The Contractor shall obtain criminal history records to investigate persons applying for employment, in a compensated or an unsupervised volunteer position, as well as its current employees and unsupervised volunteers. The Contractor shall request criminal background checks for all employees and volunteers. The contractor shall inform all applicants requiring a criminal background check that a criminal background check must be conducted on the applicant before the applicant may be offered a compensated position or an unsupervised volunteer position. The contractor shall obtain from each applicant, employee and unsupervised volunteer:

A. A written authorization which authorizes the University to conduct a criminal background check;
B. A written confirmation stating that the Contractor has informed him or her that the University is authorized to conduct a criminal background check.
C. A signed affirmation stating whether or not they have been convicted of a crime, pleaded nolo contend ere, or on probation before judgment or placement of a case upon a stet docket, or have been found not guilty by reason of insanity, for any sexual offenses or intra-family offenses in the District or their equivalent in any state or territory, or for any of the following felony offenses or their equivalent in any state or territory:

i. Murder, attempted murder, manslaughter, or arson;
ii. Assault, assault with a dangerous weapon, mayhem, malicious disfigurement, or threats to do bodily harm;
m. Burglary;
iv. Robbery;
v. Illegal use or possession of a firearm;
vi. Sexual offenses, including indecent exposure; promoting, procuring, compelling, soliciting, or engaging in prostitution; corrupting minors (sexual relations with children); molesting; voyeurism; committing sex acts in public; incest; rape; sexual assault; sexual battery; or sexual abuse; but excluding sodomy between consenting adults;
vii. Child abuse or cruelty to children; or
viii. Unlawful distribution of or possession with intent to distribute a controlled substance.

D. A written acknowledgement stating that the Contractor has notified them that they are entitled to receive a copy of the criminal background check and to challenge the accuracy and completeness of the report; and
E. A written acknowledgement stating that the Contractor has notified them that they may be denied employment or a volunteer position or may be terminated as an employee or volunteer based on the results of the criminal background check.

The Contractor shall inform each applicant, employee and unsupervised volunteer that a false statement may subject them to criminal penalties.

Prior to requesting a criminal background check, the Contractor shall provide each applicant, employee, or unsupervised volunteer with a form or forms to be utilized for the following purposes:

A. To authorize the Metropolitan Police Department (MPD), or designee, to conduct the criminal background check and confirm that the applicant, employee, or unsupervised volunteer has been information that the Contractor is authorized and required to conduct a criminal background check.
B. To affirm whether or not the applicant, employee, or unsupervised volunteer has been convicted of a crime, has pleased nolo contendere, is on probation before judgment or placement of a case upon a stet docket, or has been found not guilty by reason of insanity for any sexual offenses or int ra- family offenses in the District or their equivalent in any other state or territory of the United States, or for any of the felony offenses described in paragraph 9C.
C. To acknowledge that the applicant, employee, or unsupervised volunteer has been notified of his or her right to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report.

D. To acknowledge that the applicant may be denied employment, assignment to, or an unsupervised volunteer position for which a criminal background check is required based on the outcome of the criminal background check; and
E. To inform the applicant or employee that a false statement on the form or forms may subject them to criminal penalties pursuant to D.C. Official Code §§22- 2405.

The Contractor shall direct the applicant or employee to complete the form or forms and notify the applicant or employee when and where to report to be fingerprinted.

Unless otherwise provided herein, the Contractor shall request criminal background checks from the Chief, **(MPD** (or designee), who shall be responsible for conducting criminal background checks, including fingerprinting.

The Contractor shall request traffic record checks from the Director, Department of Motor Vehicles (DMV) (or designee), who shall be responsible for conducting traffic record checks.

The Contractor shall provide copies of all criminal background and traffic check reports to the CA within one business day of receipt.

The Contractor shall pay for the costs for the criminal background and traffic record checks, pursuant to the requirements set forth by the MPD and **OMV.** The University shall not make any separate payment for the cost of criminal background and traffic record checks.

The Contractor may make an offer of appointment to, or assign a current employee or applicant to, a compensated position contingent upon receipt from the CO of the CA's decision after his or her assessment of the criminal background or traffic record check.

The Contractor may not make an offer of appointment to an unsupervised volunteer whose position brings him or her into direct contact with children until it receives from the Chief Contracting Officer the CA's decision after his case or her assessment of the criminal background or traffic record check.

The Contractor shall not employ or permit to serve an unsupervised volunteer an applicant or employee who has been convicted of, has pleased nolo contendere to, or is on probation before judgment or placement of a case on the stet docket because of, or has been found not guilty by reason of insanity for any sexual offenses involving a minor.

Unless otherwise specified herein, the Contractor shall conduct periodic criminal background checks upon the exercise of each option year of this contract for current employees and unsupervised volunteers.

An employee or unsupervised volunteer may be subject to administrative action including,

but not limited to, reassignment or termination at the discretion of the CA after his or her assessment of a criminal background check.

The CA shall be solely responsible for assessing the information obtained from each criminal background and traffic records check report to determine whether a final offer may be made to each applicant or employee. The CA shall inform the CO of its decision, and the CO shall inform the Contractor whether an offer may be made to each applicant.

If any application is denied because the CA determines that the applicant presents a present danger to children or youth, the Contractor shall notify the applicant of such determination and inform the application in writing that she or he may appeal the denial to the Commission on Human Rights within thirty (30) days of the determination.

Criminal background and traffic record check reports obtained under this section shall be confidential and are for the exclusive use of making employment-related determinations. The Contractor shall not release or otherwise disclose the reports to any person, except as directed by the CO.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated July 2010 ("SCP") are incorporated as part of the contract and are attached as Attachment J.1.

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 University 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 several days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RIGHTS IN DATA

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

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

and pricing, and management data or other information incidental to contract

administration.

I.5.3 The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent and may be general purpose in nature or designed to satisfy the requirements of a user.

I.5.4The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.

I.5.5 All data first produced in the performance of this Contract shall be the sole property of the University. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the University under this Contract, are works made for hire and are the sole property of the University; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the University the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the University all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the University until such time as the University may have released such data to the public.

I.5.6 The University will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

I.5.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any University installation to which the computer may be transferred by the University;

I.5.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

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

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

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

(ii) RESTRICTED RIGHTS LEGEND

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

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

1.5.8 In addition to the rights granted in Section 1.5.6 above, the Contractor hereby grants to the University a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section 1.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared by the University under this contract. Unless written approval of the Chief Contracting Officer is obtained, the Contractor sha11 not inc1ude in technical data or computer software prepared for or acquired by the University under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the University any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

1.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, 1.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the University's or the Contractor's rights in that subcontractor data or computer software which is required for the University.

1.5.10 For all computer software furnished to the University with the rights specified in Section 1.5.5, the Contractor shall furnish to the University, a copy of the source code with such rights of the scope specified in Section 1.5.5. For a11 computer software furnished to the University with the restricted rights specified in Section 1.5.6, the University, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the University under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

1.5.11 The Contractor shall indemnify and save and hold harmless the University, 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.

1.5.12 Nothing contained in this clause shall imply a license to the University under any patent or be construed as affecting the scope of any license or other right otherwise

granted to the University under any patent.

1.5.13 Paragraphs 1.5.6, 1.5.7, 1.5.8, 1.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the University and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

1.5 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 University employee.

1.6 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 University 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 University, the Contractor shall remain liable to the University for all Contractor's work and services required hereunder.

1.7 INSURANCE

A. GENERAL REQUIREMENTS. The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the 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 VIII or higher. The Contractor shall require all its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

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

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

2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a $1,000,000 per occurrence combined single limit for bodily injury and property damage.

3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

4. Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: $1,000,000 per accident for injury; $1,000,000 per employee for disease; and
$1,000,000 for policy disease limit.

5. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: $2,000,000.00 per occurrence, including the District of Columbia as additional insured.

5. Professional Liability Insurance (Errors & Omissions). The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of $1,000,000.00 per occurrence for each wrongful act and $1,000,000.00 annual aggregate. The Contractor shall maintain this insurance for five (5) years following the University's final acceptance of the work performed under this contract.

6. Crime Insurance (3rd Party Indemnity). The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the University. The policy shall provide a limit of $50,000.00 per occurrence. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their interests may appear.

7. Sexual/Physical Abuse & Molestation. The Contractor shall provide evidence satisfactory to the Chief Contracting Officer with respect to the services performed that it carries $1,000,000 per occurrence Limits; $2,000,000 aggregate. The policy coverage shall include the University of Columbia as an additional insured. This insurance

requirement will be considered met if the general liability insurance includes sexual abuse and molestation coverage for the required amounts.

8. Environmental Liability Insurance. The Contractor shall provide a policy to cover costs associated with bodily injury, property damage and remediation expenses associated with pollution incidents including, but not limited to, mold, asbestos or lead removal. The policy shall provide a minimum of $1,000,000.00 in coverage per incident and $1,000,000.00 aggregate.

9. Employment Practices Liability. The Contractor shall provide evidence satisfactory to the Chief Contracting Officer with respect to the operations performed to cover the defense of employment related claims which the District of Columbia would be named as a co-defendant in claims arising from: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts. Policy shall include the Client Company Endorsement for Temporary Help Firms and the Independent Contractors Endorsement. The policy shall provide limits of $1,000,000.00 for each wrongful act and $1,000,000.00 annual aggregate for each wrongful act. The Contractor shall maintain this insurance for five (5) years following the University's final acceptance of the work performed under this contract.

B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the University and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.

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

D. CONTRACTOR'S PROPERTY. Contractors and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

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

F. NOTIFICATION. The Contractor shall immediately provide the CO with written notice if its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.

G. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Mary Ann Harris, Chief Contracting Officer
Office of Contracts and Procurement
4200 Connecticut Avenue NW Building 39 Suite 200C
Washington, DC 20008
Email:mharris@udc.edu

H. DISCLOSURE OF INFORMATION. The Contractor agrees that the University may disclose the name and contact information of its insurers to any third party which presents a claim against the University 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.

1.8 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.3. An award cannot be given to any offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

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

ORDER OF PRECEDENCE

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

(1) An applicable Court Order, if any

(2) Contract document

(3) Standard Contract Provisions for the use of Supplies and Services Contract

(4) Contract attachments other than the Standard Contract Provisions for the use with Supplies and Services Contract

(5) RFP, as amended

(6) Proposal

I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

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

I.12 GOVERNING LAW

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

I.13 CONTINUITY OF SERVICES

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

I.13.1 Furnish phase-out, phase in (transition) training; and

I.13.2 Exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.

I.13.3 The Contractor shall, upon the CO's written notice:

I.13.3.1 Furnish phase-in, phase-out services for up to 90 days after this contract expires and

I.13.3.2 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 CO's approval.

I.13.3.3 The Contractor shall provide enough 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.l3.3.4 The Contractor shall allow as many personnel as practicable to remain on the job lo 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 them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

I.14 CANCELLATION CEILING

In the event of cancellation of the contract because of non-appropriation for any subsequent fiscal years or any option years, there shall be a cancellation ceiling of zero dollars and zero cents.

SECTION J: ATTACHMENTS

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

Attachment Number	Document
J. 1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at www.ocp.dc.gov click on "Solicitation Attachments"
J.2	U.S. Department of Labor Wage Determination No. 2015-4281 Revision No. 33 dated 04/25/2025 Contact Michiko Gadson mgadson@udc.edu
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at www.ocp.dc.govclick on "Solicitation Attachments"
J.4	Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov click on "Solicitation Attachments"
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice
J.6	Way to Work Amendment Act of2006 - Living Wage Fact Sheet
J.7	Tax Certification Affidavit available at www.ocp.dc .gov click on "Solicitation Attachments″
J.8	Bidder/Offeror Certifications available at www.ocp.dc .gov click on "Solicitation Attachments"
J.9	Subcontracting Plan available at www.ocp.dc .gov click on "Solicitation Attachments"
J.10	Past Performance Evaluation Form available at www.ocp.dc .gov click on "Solicitation Attachments"
J.11	Bond Forms Contact Michiko Gadson mgadson@udc.edu

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OFBIDDERS

Offeror Certifications available at www.ocp.dc.gov click on "Solicitation Attachments" and Attachment J.8.

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the University

The University intends to make a single aggregate award from this solicitation to the responsible offeror whose offer conforming to this solicitation will be most advantageous to the University, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 Initial Offers

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

L.2 PROPOSAL ORGANIZATION AND CONTENT

L.2.1 This solicitation will be conducted electronically. To be considered, the offeror shall submit one technical proposal and one price copy of its proposal before the closing date and time. Telephonic, telegraphic, and facsimile proposals shall not be accepted.

L.2.2 All attachments shall be submitted with the proposal. The University will not be responsible for corruption of any documents submitted. If the submitted document cannot be viewed as submitted, it will not be considered.

L.2.2 The Offeror shall label and submit its proposal in two parts: (l) technical proposal and (2) price proposal.

L.2.3 Offerors are directed to the specific proposal evaluation criteria in Section M of this solicitation, Evaluation factors. The Offeror shall respond to each factor in a way that will allow the University to evaluate the Offerors response. The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of services delivery thereof. The information requested for the technical proposal shall facilitate evaluation of all proposals. The technical proposal must contain enough detail to provide a clear and concise response fully reflecting the way the offeror proposes to fully meet the requirements of Section C.

L.2.4 The bidder shall bid on all CLINs to be considered for this award. Failure to bid on all CLINs will render the bid non-responsive and disqualify a bid.

L.2.5 The offeror shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

L.2.6 The District will reject as non-responsive any proposal that fails to include a subcontracting plan that is required by law.

L.3 FAMILIARIZATION WITH CONDITIONS

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

L.4 PRE-PROPOSAL CONFERENCE

There will be a virtual pre-proposal conference on Wednesday, July 16, 2025, at 1:00 p.m. at the following location:

Teams Meeting – Dial In: 1-206-413-8593
Need Login information – Conference ID: 880-718-211#

Join the meeting now
Meeting ID: 236 445 845 722
Passcode: Du7zx2U9

Dial in by phone
+1 206-413-8593,,880718211# United States, Seattle

Find a local number

Phone conference ID: 880 718 211#

L.5 PROPOSAL SUBMISSION

L.1.1 Proposals must be submitted no later than 2:00 p.m. local time on Monday, August 4, 2025, to Michiko Gadson via email at **mgadson@udc.edu.**

Addressed to: Mary Ann Harris, Chief Contracting Officer
University of the District of Columbia Office of Contracts & Procurement
4200 Connecticut Avenue, N.W., Bldg. 39, Suite 200C
Washington DC 20008

NOTE: "Proposal in Response to Solicitation No.; GF-2025-R-0020, "Janitorial Services"

Offerors shall submit one (1) signed original of their proposal. Submissions should be delivered via email to Michiko Gadson at mgadson@udc.edu.

Part I – Technical Proposal

The Technical Proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in Section C. The offeror shall respond to each factor listed in Sections M.3.1 in a way that will allow the University to evaluate the offeror's response.

Part II – Financial Proposal

- Completed Financial Bid Form – (Attachment J.10)
- Descriptive Financial Proposal in accordance with Section L.2.6
- Completed Attachments J.3, J.4, J.7, J.8, J.9, J.10, and J.11

L.6 WITHDRAWAL OR MODIFICATION OF BIDS

An offeror may modify or withdraw its proposal at any time before the closing date and time for receipt of proposal.

L.7 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

L.7.1 Late Submissions

The University will not accept late proposals or modifications to proposal after the closing date and time for receipt of proposals.

L.7.2 Late Modifications

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

L.8 ERRORS IN PROPOSALS

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

L.9 QUESTIONS ABOUT THE SOLICITATION

If a prospective offeror has any questions related to this solicitation, the prospective offeror shall submit the question in writing to the contact person identified on the front page of the solicitation. The prospective offeror should submit questions by **4:00 p.m. on Monday, July 21, 2025**. The University may not consider any questions received more than two days after the date set for the pre-proposal conference. The University will furnish responses via a written amendment from the Chief Contracting Officer. Oral explanations or instructions given by University officials or others to offerors before proposal submission or the award of the contract will not be binding.

L.10 PROPOSAL PROTESTS

Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract shall file with the Chief Contracting Officer at the University of the District of Columbia a protest within seven (7) working days after the protestor knew or should have known, whichever is earlier, of the facts and circumstances upon which the protest is based. The protest filed with the CCO shall identify the solicitation or contract number and include the protestor's name, address, and phone number. A protest based on alleged improprieties in a solicitation that is apparent at the time set for receipt of initial proposals shall be filed with the Board before the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties that do not exist in the initial solicitation but are subsequently incorporated into the solicitation must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing with the University of the District of Columbia, 4200 Connecticut Avenue, N.W., Room 200C, Washington, D.C. 20008.

L.11 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to this solicitation by submitting an original signed copy with its bid and other signed copies attached to each copy of the bid submitted. The District shall receive the acknowledgment by the date and time specified for receipt of bids. An offeror's failure to acknowledge an amendment may result in rejection of its bid.

L.12 LEGAL STATUS OF OFFEROR

Each proposal shall provide the following information:

L.12.1 Name, address, telephone number and federal tax identification number of offerors.

L.12.2 A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. This mandate also requires the bidder to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the bidder is required by law to make such certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.12.3 If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.13 CERTIFICATES OF INSURANCE

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in Section 1.8 to:

Mary Ann Harris, Chief Contracting Officer
University of the District of Columbia
Office of Contracts and Procurement
4200 Connecticut Avenue NW
Building 39, Suite 200C Washington, DC 20008

L.14 SECURITY BONDS REQUIRED

The offeror shall submit the following security bonds in response to this invitation. Failure to comply shall result in rejection of the proposal.

L.14.1 Bid Bond

The bid bond shall be in the amount of five percent (5%) of the original contract maximum price for one year and shall be submitted with the contractor's proposal.

L.14.2 Performance Bond

The performance security bond shall be for one hundred percent (100%) of the original contract maximum price for one year. It shall be submitted not later than the date and time specified in the Notice of Intent to Award.

L.14.3 Payment Bond

The payment security bond shall be for fifty percent (50%) of the original contract maximum price for one year. It shall be submitted not later than the date and time specified in the Notice of Intent to Award.

L.15 GENERAL STANDARDS OF RESPONSIBILITY

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

L.15. l to be determined responsible, a prospective contractor shall demonstrate that it:

(a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract.

(b) Can comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

(c) Has a satisfactory performance record;

(d) Has a satisfactory record of integrity and business ethics;

(e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;

(t) Has a satisfactory record of compliance with labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 et seq.;

(g) Has, or can obtain, the necessary organization, experience, accounting, and operational control, and technical skills.

(h) Has, or could obtain, the necessary production, construction, technical equipment, and facilities.

(i) Has not exhibited a pattern of overcharging the District;

U) Does not have an outstanding debt with the District or the federal government in a delinquent status; and

(k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

L.15.2 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to decide of responsibility, the CO shall determine the prospective contractor to be non-responsible.

L.16 SPECIAL STANDARDS OF RESPONSIBILITY

L.16.1 In addition to the general standards of responsibility set forth above, the prospective contractor shall demonstrate to the satisfaction of the University the special qualifications of Emergency Response Personnel and other personnel matters listed herein. Specifically, the bidder shall submit with its bid convincing evidence that demonstrates that the bidder meets the following Special Standard(s) of Responsibility:

L.16. l .1 Student Center Personnel - The contractor shall provide qualified personnel to operate and maintain MEP equipment. Personnel must have current LEED certification and knowledge of Geo-thermal cooling systems and LEED administration. The contractor shall develop and administer maintenance plans for building equipment following the LEED Platinum guidelines. Personnel shall hold LEED (Green Associate) certification, however, LEED AP+M (Operations and Maintenance) preferred. Building hours are Monday thru Friday 8a.m. through 11 p.m. and 11 a.m. to 9 p.m. on Saturdays and Sundays.

L.16.1.2 Time and Attendance

The Contractor's employees shall utilize the University's time and attendance system.

The system manages the person(s) assigned to project's time and attendance. Those records will be utilized for verification of billable hours and work performed.

L.16.1.3Emergency Response Personnel

The Contractor shall demonstrate the ability to provide a variety of specialized staff required within 4 hours of notification in the event of an emergency. The Contractor must have access to staffing, materials, and all resources that qualify them as a "Full Service Provider." The Contractor shall provide evidence that they are successful in providing such services (example - Employee rosters with credentials, paid invoices that detail a variety of service, recommendations from current customers.

L.16.1.4 Supervisor/Onsite Lead Qualifications:

Must have a minimum of five years of work experience, focusing on management of administrative functions for campus janitorial services.

- Experience must include at least three years of experience in managing a contract in administrative services, including on-site decision. making authority.

- Must have at least three years of experience in supervising employees, which includes assessing employee training needs, assisting employees in skill building, providing performance feedback, identifying appropriate staffing mix and hiring qualified candidates, and troubleshooting staffing concerns.

- Must have knowledge of applicable OSHA standards specified under 29 CFR 1910. Demonstrate an understanding of safe and sanitary work conditions for employees.

L.16.1.5 The Project manager/ on site lead must be able to communicate effectively, both verbally and in writing. Must be alcohol and drug free and willingly submit to periodic drug testing.

SECTION M: EVALUATION FACTORS

M.1. EVALUATION FOR AWARD

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

M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

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

M.2.2 The technical rating is a weighting mechanism that will be applied to the point of value for each evaluation factor to determine the offeror's score for each factor. The offeror's total technical score will be determined by adding the offeror's score in each evaluation factor. For example, if an evaluation factor has a port value range of zero (0) to forty (40) points, using the Technical Rating Scale above, if the University evaluates the offeror's response as "Good," then the score for that evaluation factor is 4/5 of 40 or 32.

If sub factors are applied, the offeror's total technical score will be determined by adding the offer's score for each sub factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two sub factors of twenty (20) points each, using the Technical Rating Scale above, if the University evaluates the offer's response as "Good" for the first sub factor and "Poor" for the second sub factor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first sub factor plus 1/5 of 20 or 4 for the second sub factor, for a total of 20 for the entire factor.

M.3 EVALUATION CRITERIA

The total sum of the maximum points for Technical Criteria and Price Criterion is 100 points. Proposals shall be evaluated based on the following evaluation factors in the manner described below:

M.3.1 TECHNICAL CRITERIA (80 Points Maximum)

M.3.1.lPast Performance (35 Points Maximum)

M.3.1. l. l Sub factor l -The contractor provided janitorial services to a higher education campus that had multiple buildings during the past 3 years (20 points maximum).

M.3.1.l.2 Sub factor 2 - The contractor provided with its proposal satisfactory or above performance evaluations from 2 former customers for similar services within the past two years (maximum 15 points).

M.3.1.2 Quality Control (35 Points Maximum)

M.3.1.2. l Sub factor I - The contractor's organizational staffing plan clearly identifies staffing for the total project (maximum 10 points).

M.3.l.2.2 Sub factor 2 - The contractor's proposal included a chart showing clear lines of communication and reporting (maximum 5 points).

M.3.l.2.3 Sub factor 3 - The contractor's proposal included measurable performance standards (maximum 10 points)

M.3.1.2.4 Sub factor 4 - The contractor's proposal included a clear price reduction table applicable to its proposed performance standards (maximum 10 points)

M.3.l.3 Key Personnel (10 Points Maximum)

M.3. l.3.1 Sub factor l - The proposed Project Manager has current LEED AP certification (maximum 5 points).

M.3.1.3.2 Sub factor 2 - The contractor submitted a verifiable resume of the proposed Project Manager that demonstrates five years' experience performing the work required (maximum 5 points).

M.3.2 Price Criterion (20 Points Maximum)

The price evaluation will be objective. The offeror with the lowest price will received the maximum price points. All other price proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

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

M.3.2 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.5.2 (12 Points Maximum)

M.3.3 TOTAL POINTS (100 Points Maximum)

Total points shall be the cumulative total of the offeror's technical criteria points, price criterion points and preference points, if any.

M.4 EVALUATION OF OPTION YEARS

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

M.5 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

Under the prov1s1ons of the ..Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2014", D.C. Official Code§ 2-218.01 et seq. as amended ("Act", as used in this section), the District shall apply preferences in evaluating bids from businesses that are certified by the Department of Small and Local Business Development (DSLBD) pursuant to Part D of the Act.

M.5.1. Application of Preferences

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

M.5. l. l A prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to this Request for Proposal (RFP).

M.5.1.2 A prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive a five percent (5%) reduction in the bid price for a bid submitted by the ROB in response to this RFP.

M.5.1.3 A prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to this RFP.

M.5. l.4 A prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to this RFP.

L.5. l .5 A prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive a two percent (2%)

reduction in the bid price for a bid submitted by the DZE in response to this RFP.

M.5.1.6 A prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to this RFP.

M.5.1.7 A prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the YOB in response to this RFP.

M.5.1.8 A prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the LMBE in response to this RFP.

M.5.2 Maximum Preference Awarded

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

M.5.3 Preferences for Certified Joint Ventures

A certified joint venture will receive preference as determined by DSLBD in accordance with D.C. Official Code Section 2-218.39a (h).

M.5.4 Verification of Bidder's Certification as a Certified Business Enterprise

M.5.4. l Any vendor seeking to receive preferences on this solicitation shall be certified at the time of submission of its proposal. The CO will verify the bidder’s certification with DSLBD, and the bidder should not submit with its bid any documentation regarding its certification as a certified business enterprise.

M.5.1.4.2 Any vendor seeking 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.5.1.4.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.5.2 SUBCONTRACTING REQUIREMENTS

M.5.2.1 Mandatory Subcontracting Requirements

M.5.2.l. l Unless the Director of the Department of Small and Local Business Development

(DSLBD) has approved a waiver in writing, all contracts in excess of $250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises (SBE's);

M.5.2. l.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.

M.5.2.1.1.3 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.

M.5.2.1.1.4 Except as provided herein, a prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBE's. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code Section 2-218.63.

M.5.2.1. l .5 A prime contractor that is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code Section 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBE's. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code Section 2-218.63.

M.5.2.1.1.6 Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.

M.5.2.1. l.7 A prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code Section 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is $1 million or less.

M.5.3 Subcontracting Plan

If the prime contractor is required by law to subcontract under this contract, it shall subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1. The plan shall be submitted as part of the bid and may only be amended with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

(1) The name and address of each subcontractor;
(2) A current certification number of the small or certified business enterprise;
(3) The scope of work to be performed by each subcontractor; and
(4) The price that the prime contractor will pay each subcontractor.

M.5.4 Copies of Subcontracts

Within twenty-one (21) days of the date of the award, the Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, CA, District of Columbia Auditor and the Director of DSLBD.

M.5.5 Subcontracting Plan Compliance Reporting

(l) If the Contractor has a subcontracting plan required by law for this contract, the Contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

(A) The price that the prime contractor will pay each subcontractor under the contract;

(B) A description of the goods procured, or the services subcontracted for.

(C) The amount paid by the prime contractor under the subcontract; and

(D) A copy of the fully executed subcontract, it was not provided with an earlier quarterly report.

(2) If the fully executed subcontract is not provided with the quarterly report, the prime contractor will not receive credit toward its subcontracting requirements for that subcontract.

M.5.6 Annual Meetings

Upon at least 30-days written notice provided by DSLBD, the Contractor shall meet annually with the CO, CA, District of Columbia Auditor and the Director of DSLBD to provide an update on its subcontracting plan.

M.5.7 Notices

The Contractor shall provide written notice to the DSLBD and the District of Columbia Auditor upon commencement of the contract and when the contract is completed.

M.5.8 Enforcement and Penalties for Breach of Subcontracting Plan

(l) A Contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (i) fails to submit subcontracting monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required information containing a materially false statement; or
(iii) fails to meet its subcontracting requirements,

(2) A Contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fine in accordance with D.C.

Official Code Section 218.63.

(3) If the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have a cause to terminate the contract under the default provisions in clause 8 of the SCP, Default.

M.5.9 Offerors responding to this RFP shall be deemed nonresponsive and shall be rejected if the bidder is required to subcontract but fails to submit a subcontracting plan with its bid. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

M.5.9. 1 A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

M.5.9.2 A statement of the dollar value of the proposal that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

M.5.9.3 The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;

M.5.9.4 The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;

M.5.9.5 A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available. that certified business enterprises will have an equitable opportunity to compete for subcontracts;

M.5.9.6 In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement. approved by the Chief Contracting Officer. that the subcontractor will adopt a subcontracting plan like the subcontracting plan required by the contract.

M.5.9.7 Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the Chief Contracting Officer, and submit periodic reports, as requested by the Chief Contracting Officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;

M.5.9.8 A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and

M.5.9.9 A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award

M.5.9.10 subcontracts to them.

M.5.10 Subcontractor Standards

M.5.10.1 A prime contractor shall ensure that subcontractors meet the criteria for responsibility described in D.C. Official Code § 2-353.0 l.

GOVERNMENT OF THE DISTRICT OF COLUMBIA

STANDARD CONTRACT PROVISIONS

FOR USE WITH

DISTRICT OF COLUMBIA GOVERNMENT
SUPPLIES AND SERVICES CONTRACTS

March 2007

OFFICE OF CONTRACTING AND PROCUREMENT
SUITE 700 SOUTH
441 4th STREET, NW
WASHINGTON, DC 20001

STANDARD CONTRACT PROVISIONS

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1. Covenant Against Contingent Fees:

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the District will have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of the commission, percentage, brokerage, or contingent fee.

2. Shipping Instructions – Consignment:

Unless otherwise specified in this Invitation for Bids/Request for Proposals, each case, crate, barrel, package, etc., delivered under this contract must be plainly stencil marked or securely tagged, stating the Contractor's name, contract number and delivery address as noted in the contract. In case of carload lots, the Contractor shall tag the car, stating Contractor's name and contract number. Any failure to comply with these instructions will place the material at the Contractor's risk. Deliveries by rail, water, truck or otherwise, must be within the working hours and in ample time to allow for unloading and if necessary, the storing of the materials or supplies before closing time. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the contact person identified in the contract at the delivery point.

3. Patents:

The Contractor shall hold and save the District, its officers, agents, servants, and employees harmless from liability of any nature or kind, including costs, expenses, for or on account of any patented or unpatented invention, article, process, or appliance, manufactured or used in the performance of this contract, including their use by the District, unless otherwise specifically stipulated in the contract.

4. Quality:

Contractor's workmanship shall be of the highest grade, and all materials provided under this Contract shall be new, of the best quality and grade, and suitable in every respect for the purpose intended.

5. Inspection Of Supplies:

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

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

(c) The Contractor shall provide and maintain an inspection system acceptable to the District covering supplies under this contract and shall tender to the District for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the

system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the District during contract performance and for as long afterwards as the contract requires. The District may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under this contract.

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

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

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

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

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

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

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

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

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

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

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

(m) If acceptance is not conclusive for any of the reasons in subparagraph (l) hereof, the District, in addition to any other rights and remedies provided by law, or under provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or noncompliance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the District will have the right to return the rejected materials at Contractor's risk and expense or contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the District thereby.

6. Inspection Of Services:

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

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

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

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

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

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

7. Waiver:

The waiver of any breach of the contract will not constitute a waiver of any subsequent breach thereof, or a waiver of the contract.

8. Default:

(a) The District may, subject to the provisions of paragraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:

(1) If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(b) In the event the District terminates this contract in whole or in part as provided in paragraph (a) of this clause, the District may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or service similar to those so terminated, and the Contractor shall be liable to the District for any excess costs for similar supplies or services; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

(c) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the District or Federal Government in either their sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without fault or negligence of the Contractor. If the failure to perform is caused by the default of the subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess cost for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

(d) If this contract is terminated as provided in paragraph (a) of this clause, the District, in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the District, in the manner and to the extent directed by the Contracting Officer, (i) completed supplies, and (ii) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures plans, drawing information, and contract rights (hereinafter called "manufacturing materials") as the Contractor has specifically produced or specifically acquired for the performance of such part of this contract as has been terminated; and the Contractor shall, upon direction of the Contracting Officer, protect and preserve property in possession of the Contractor in which the District has an interest. Payment for completed supplies delivered to and accepted by the District will be at the contract price. Payment for manufacturing materials delivered to and accepted by the District will be at the contract price. Payment for manufacturing materials delivered to and accepted by the District and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and Contracting Officer; failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes". The District may withhold from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sum as the Contracting Officer determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.

(e) If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination of convenience of the District, be the same as if the notice of termination had been issued pursuant to such clause. See Clause 20 for Termination for Convenience of the District.

(f) The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(g) As used in paragraph (c) of this clause, the terms "subcontractor(s) means subcontractor(s) at any tier.

9. Indemnification:

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 attorneys' fees), resulting from, arising out of, or in any way connected to activities or work performed by the Contractor, Contractor' s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor in performance of this Contract. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of this Contract. The Contractor shall also repair or replace any District property that is damaged by the Contractor, Contractor' s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor while performing work hereunder.

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 Contractor or any subcontractor, and shall survive the termination of this Contract. The District agrees to give Contractor written notice of any claim of indemnity under this section. Additionally, Contractor shall 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.

10. Transfer:

No contract or any interest therein shall be transferred by the parties to whom the award is made; such transfer will be null and void and will be cause to annul the contract.

11. Taxes:

(a) The Government of the District of Columbia is exempt from and will not pay Federal Excise Tax, Transportation Tax, and the District of Columbia Sales and Use Taxes.

(b) Tax exemption certificates are no longer issued by the District for Federal Excise Tax. The following statement may be used by the supplier when claiming tax deductions for Federal Excise Tax exempt items sold to the District.

"The District of Columbia Government is Exempt from Federal Excise Tax – Registration No. 52-73-0206-K, Internal Revenue Service, Baltimore, Maryland."

Exempt From Maryland Sales Tax, Registered With The Comptroller Of The Treasury As Follows:

a) Deliveries to Glenn Dale Hospital – Exemption No. 4647

b) Deliveries to Children' s Center – Exemption No. 4648

c) Deliveries to other District Departments or Agencies – Exemption No. 09339

"The District of Columbia Government is Exempt from Sales and Use Tax – Registration No. 53-600, The District of Columbia Office of Tax and Revenue."

12. Appointment of Attorney:

(a) The bidder/offeror or contractor (whichever the case may be) does hereby irrevocably designate and appoint the Clerk of the District of Columbia Superior Court and his successor in office as the true and lawful attorney of the Contractor for the purpose of receiving service of all notices and processes issued by any court in the District of Columbia, as well as service of all pleadings and other papers, in relation to any action or legal proceeding arising out of or pertaining to this contract or the work required or performed hereunder.

(b) The bidder/offeror or contractor (whichever the case may be) expressly agrees that the validity of any service upon the said Clerk as herein authorized shall not be affected either by the fact that the contractor was personally within the District of Columbia and otherwise subject to personal service at the time of such service upon the said Clerk or by the fact that the contractor failed to receive a copy of such process, notice or other paper so served upon the said Clerk provided the said Clerk shall have deposited in the United States mail, registered and postage prepaid, a copy of such process, notice, pleading or other paper addressed to the bidder/offeror or contractor at the address stated in this contract.

13. District Employees Not To Benefit:

Unless a determination is made as provided herein, no officer or employee of the District will be admitted to any share or part of this contract or to any benefit that may arise therefrom, and any contract made by the Contracting Officer or any District employee authorized to execute contracts in which they or an employee of the District will be personally interested shall be void, and no payment shall be made thereon by the District or any officer thereof, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit. A District employee shall not be a party to a contract with the District and will not knowingly cause or allow a business concern or other organization owned or substantially owned or controlled by the employee to be a party to such a contract, unless a written determination has been made by the head of the procuring agency that there is a compelling reason for contracting with the employee, such as when the District's needs cannot reasonably otherwise be met. (DC Procurement Practices Act of l985, D.C. Law 6-85, D.C. Official Code, section 2-310.01, and Chapter 18 of the DC Personnel Regulations)

The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

14. Disputes:

A. All disputes arising under or relating to this contract shall be resolved as provided herein.

B. Claims by a Contractor against the District.

Claim, as used in Section B of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that

contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

(a) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the Contracting Officer for a decision. The contractor's claim shall contain at least the following:

(1) A description of the claim and the amount in dispute;

(2) Any data or other information in support of the claim;

(3) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and

(4) The Contractor's request for relief or other action by the Contracting Officer.

(b) The Contracting Officer may meet with the Contractor in a further attempt to resolve the claim by agreement.

(c) For any claim of $50,000 or less, the Contracting Officer shall issue a decision within sixty (60) days from receipt of a written request from a Contractor that a decision be rendered within that period.

(d) For any claim over $50,000, the Contracting Officer shall issue a decision within ninety (90) days of receipt of the claim. Whenever possible, the Contracting Officer shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.

(e) The Contracting Officer's written decision shall do the following:

(1) Provide a description of the claim or dispute;

(2) Refer to the pertinent contract terms;

(3) State the factual areas of agreement and disagreement;

(4) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;

(5) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;

(6) Indicate that the written document is the contracting officer's final decision; and

(7) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

(f) Any failure by the Contracting Officer to issue a decision on a contract claim within the required time period will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as authorized by D.C. Official Code § 2-309.04.

(g) (1) If a Contractor is unable to support any part of his or her claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim.

(2) Liability under paragraph (g)(1) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.

(h) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor as authorized by D. C. Official Code § 2-309.04.

(i) Pending final decision of an appeal, action, or final settlement, a Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

C. Claims by the District against a Contractor

(a) Claim as used in Section C of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

(b) (1) All claims by the District against a Contractor arising under or relating to a contract shall be decided by the Contracting Officer.

(2) The Contracting Officer shall send written notice of the claim to the Contractor. The Contracting Officer's written decision shall do the following:

(a) Provide a description of the claim or dispute;

(b) Refer to the pertinent contract terms;

(c) State the factual areas of agreement and disagreement;

(d) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;

(e) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;

(f) Indicate that the written document is the Contracting Officer's final decision; and

(g) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

(3) The decision shall be supported by reasons and shall inform the Contractor of its rights as provided herein.

(4) The authority contained in this clause shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle, or determine.

(5) This clause shall not authorize the Contracting Officer to settle, compromise, pay, or otherwise adjust any claim involving fraud.

(c) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor as authorized by D.C. Official Code §2-309.04.

(d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

15. Changes:

The Contracting Officer may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of this contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment under this paragraph must be asserted within ten (10) days from the date the change is offered; provided, however, that the Contracting Officer, if he or she determines that the facts justify such action, may receive, consider and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in the Disputes clause at Section 18. Nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

16. Termination For Convenience Of The District:

(a) The District may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the District's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all contracts to the extent they relate to the work terminated.

(4) Assign to the District, as directed by the Contracting Officer, all rights, title and interest of the Contractor under the subcontracts terminated, in which case the District will have the right to settle or pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts. The approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the District (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other materials produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract has been completed, would be required to be furnished to the District.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the District has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (6) above; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the District under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) After the expiration of ninety (90) days (or such longer period as may be agreed to) after receipt by the Contracting Officer of acceptable inventory schedules, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality of termination inventory not previously disposed of excluding items authorized for disposition by the Contracting Officer. The Contractor may request the District to remove those items or enter into an agreement for their storage. Within fifteen (15) days, the District will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within forty five (45) days from submission of the list, and shall correct the list, as necessary, before final settlement.

(d) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than one year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this one year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be

received and acted on after one year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due to the Contractor because of the termination and shall pay the amount determined.

(e) Subject to paragraph (d) above, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (e) or paragraph (f) below, exclusive of costs shown in subparagraph (f)(3) below, may not exceed the total contract price as reduced by (1) the amount of payment previously made and (2) the contract price of work not terminated. The contract shall be amended, and the Contractor paid the agreed amount. Paragraph (f) below shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(f) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (e) above:

(1) The contract price for completed supplies or services accepted by the District (or sold or acquired under subparagraph (b)(9) above) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of :

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) above;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subparagraph (f)(1) above; and

(iii) A sum, as profit on subparagraph f(1) above, determined by the Contracting Officer to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subparagraph (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable cost of settlement of the work terminated, including-

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontractors (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(g) Except for normal spoilage, and except to the extent that the District expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (f) above, the fair value as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the District or to a buyer.

(h) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraphs (d), (f) or (j), except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (d) or (j), and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraph (d), (f) or (j), the District will pay the Contractor (1) the amount determined by the Contracting Officer if there is no right of appeal or if no timely appeal has been taken, or (2) the amount finally determined on an appeal.

(i) In arriving at the amount due the Contractor under this clause, there shall be deducted:

(1) All unliquidated advances or other payments to the Contractor under the termination portion of the contract;

(2) Any claim which the District has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the District.

(j) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within ninety (90) days from the effective date of termination unless extended in writing by the Contracting Officer.

(k) (1) The District may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor shall be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the District upon demand together with interest computed at the rate of 10 percent (10%) per year. Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess payment is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or

other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(l) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the District, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, micrographs, or other authentic reproductions may be maintained instead of original records and documents.

17. Recovery Of Debts Owed The District:

The Contractor hereby agrees that the District may use all or any portion of any consideration or refund due the Contractor under the present contract to satisfy, in whole or part, any debt due the District.

18. Retention and Examination Of Records:

The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation.

The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of three (3) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of three (3) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.

The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer.

The Contracting Officer, the Inspector General and the District of Columbia Auditor, or any of their duly authorized representatives shall, until three years after final payment, have the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions related to the contract.

19. Non-Discrimination Clause:

(a) The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, approved December 13, 1977, as amended (D. C. Law 2-38; D. C. Official Code §2-1402.11) (2001 Ed.)("Act" as used in this Section). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, Contractor agrees and any subcontractor shall agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause as provided in Section 251 of the Act.

(b) Pursuant to rules of the Office of Human Rights, published on August 15, 1986 in the D. C. Register, Mayor's Order 2002-175 (10/23/02), 49 DCR 9883 and Mayor's Order 2006-151 (11/17/06), 52 DCR 9351, the following clauses apply to this contract:

(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, genetic information, 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.

(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, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, genetic information, 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.

(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 (b)(1) and (b)(2) concerning non-discrimination and affirmative action.

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

(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.

(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.

(8) The Contractor shall include in every subcontract the equal opportunity clauses, subsections (b)(1) through (b)(9) of this section, so that such provisions shall be binding upon each subcontractor or vendor.

(9) The Contractor shall take such action with respect to any subcontract as the Contracting Officer may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

20. Definitions:

The terms Mayor, Chief Procurement Officer, Contract Appeals Board and District will mean the Mayor of the District of Columbia, the Chief Procurement Officer of the District of Columbia or his/her alternate, the Contract Appeals Board of the District of Columbia, and the Government of the District of Columbia respectively. If the Contractor is an individual, the term Contractor shall mean the Contractor, his heirs, his executor and his administrator. If the Contractor is a corporation, the term Contractor shall mean the Contractor and its successor.

21. Health And Safety Standards:

Items delivered under this contract shall conform to all requirements of the Occupational Safety and Health Act of 1970, as amended ("OSHA"), and Department of Labor Regulations under OSHA, and all Federal requirements in effect at time of bid opening/proposal submission.

22. Appropriation Of Funds:

The District's liability under this contract is contingent upon the future availability of appropriated monies with which to make payment for the contract purposes. The legal liability on the part of the District for the payment of any money shall not arise unless and until such appropriation shall have been provided.

23. Buy American Act:

(a) The Buy American Act (41 U.S.C. §10a) provides that the District give preference to domestic end products.

"Components," as used in this clause, means those articles, materials, and supplies incorporated directly into the end products.

"Domestic end product," as used in this clause, means, (1) an unmanufactured end product mined or produced in the United States, or (2) an end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States, exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the products referred to in paragraphs (b)(2) or (3) of this clause shall be treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

"End products," as used in this clause, means those articles, materials, and supplies to be acquired for public use under this contract.

(b) The Contractor shall deliver only domestic end products, except those-

(1) For use outside the United States;

(2) That the District determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality;

(3) For which the District determines that domestic preference would be inconsistent with the public interest; or

(4) For which the District determines the cost to be unreasonable.

24. <u>Service Contract Act of 1965:</u>

(a) <u>Definitions.</u> "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. §351, *et seq.)*.

(1) "Contractor," as used in this clause, means the prime Contractor or any subcontractor at any tier.

(2) "Service employee," as used in this clause, means any person (other than a person employed in a bona fide executive, administrative, or professional capacity as defined in 29 CFR 541) engaged in performing a District contract not exempted under 41 U.S.C. §356, the principal purpose of which is to furnish services in the United States, as defined in section 22.1001 of the Federal Acquisition Regulation. It includes all such persons regardless of the actual or alleged contractual relationship between them and a contractor.

(b) <u>Applicability.</u> To the extent that the Act applies, this contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (20 CFR part 4). All interpretations of the Act in Subpart C of 29 CFR 4 are incorporated in this contract by reference. This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. §356, as interpreted in Subpart C of 29 CFR 4.

(c) <u>Compensation</u>.

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or the Secretary's authorized representative, as specified in any wage determination attached to this contract.

(2) If a wage determination is attached to this contract, the Contractor shall classify any class of service employees not listed in it, but to be employed under this contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph. This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee.

(a) The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration (ESA), Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary;

(b) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contracting Officer with a written copy of such determination or it shall be posted as a part of the wage determination;

(c) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General

Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed;

(d) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds to a contract under which the classification in question was previously conformed pursuant to this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (*i.e*., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in this clause need not be followed;

(e) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended;

(f) The wage rate and fringe benefits finally determined under this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract;

(g) Upon discovery of failure to comply with this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) If the term of this contract is more than 1 year, the minimum wages and fringe benefits required for service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by ESA.

(4) The Contractor can discharge the obligation to furnish fringe benefits specified in the attachment or determined under paragraph (2) of this clause by furnishing any equivalent combinations of bona fide fringe

benefits, or by making equivalent or differential cash payments, in accordance with Subpart B and C of 29 CFR 4.

(d) Minimum wage: In the absence of a minimum wage attachment for this contract, the Contractor shall not pay any service or other employees performing this contract less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. §206). Nothing in this clause shall relieve the Contractor of any other legal or contractual obligation to pay a higher wage to any employee.

(e) Successor contracts: If this contract succeeds a contract subject to the Act under which substantially the same services were furnished and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, then, in the absence of a minimum wage attachment to this contract, the Contractor may not pay any service employee performing this contract less than the wages and benefits, including those accrued and any prospective increases, provided for under that agreement. No Contractor may be relieved of this obligation unless the limitations of 29 CFR 4.1c(b) apply or unless the Secretary of Labor or the Secretary's authorized representative:

(1) Determines that the agreement under the predecessor was not the result of arms-length negotiations; or

(2) Finds, after a hearing under 29 CFR 4.10, that the wages and benefits provided for by that agreement vary substantially from those prevailing for similar services in the locality or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and 4.11 and parts 6 and 8 that some or all of the wages and fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(f) Notification to employees: The Contractor shall notify each service employee commencing work on this contract of a minimum wage and any fringe benefits required to be paid, or shall post a notice of these wages and benefits in a prominent and accessible place at the worksite, using such poster as may be provided by the Department of Labor.

(g) Safe and sanitary working conditions: The Contractor shall not permit services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor that are unsanitary, hazardous, or dangerous to the health or safety of service employees. The Contractor shall comply with the health standards applied under 29 CFR Part 1925.

(h) Records: The Contractor shall maintain for 3 years from the completion of work, and make available for inspection and transcription by authorized ESA representatives, a record of the following:

(1) For each employee subject to the Act:

(a) Name and address;

(b) Work classification or classifications, rate or rates of wages and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(c) Daily and weekly hours worked; and

(d) Any deductions, rebates, or refunds from total daily or weekly compensation.

(2) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by ESA under the terms of paragraph (c)(3) of this clause. A copy of the report required by paragraph (e) of this clause will fulfill this requirement.

(3) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by this clause. The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division. Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases. The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(i) Pay periods: The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(j) Withholding of payments and termination of contract: The Contracting Officer shall withhold from the prime Contractor under this or any other District contract

with the prime contractor any sums the Contracting Officer, or an appropriate officer of the Labor Department, decides may be necessary to pay underpaid employees. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination for default. In such event, the District may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(k) Subcontracts: The Contractor agrees to insert this clause in all subcontracts.

(l) Contractor's report:

(1) If there is a wage determination attachment to this contract and any classes of service employees not listed on it are to be employed under the contract, the Contractor shall report promptly to the Contracting Officer the wages to be paid and the fringe benefits to be provided each of these classes, when determined under paragraph (c) of this clause.

(2) If wages to be paid or fringe benefits to be furnished any service employees under the contract are covered in a collective bargaining agreement effective at any time when the contract is being performed, the Contractor shall provide to the Contracting Officer a copy of the agreement and full information on the application and accrual of wages and benefits (including any prospective increases) to service employees working on the contract. The Contractor shall report when contract performance begins, in the case of agreements then in effect, and shall report subsequently effective agreements, provisions, or amendments promptly after they are negotiated.

(m) Contractor's Certification: By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded District contracts by virtue of the sanctions imposed under section 5 of the Act. No part of this contract shall be subcontracted to any person or firm ineligible for award of a District contract under section 5 of the Act. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. §1001.

(n) Variations, tolerances, and exemptions involving employment: Notwithstanding any of the provisions in paragraphs (c) through (l) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions authorized by the Secretary of Labor.

(1)(i) In accordance with regulations issued under Section 14 of the Fair Labor Standards Act of 1938 by the Administrator of the Wage and Hour Division, ESA (29 CFR 520, 521, 524, and 525), apprentices, student learners, and workers whose earning capacity is impaired by age or by physical or mental deficiency or injury, may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1)

of the Service Contract Act, without diminishing any fringe benefits or payments in lieu of these benefits required under section 2(a)(2) of the Act.

(ii) The Administrator will issue certificates under the Act for employing apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages, but without changing requirements concerning fringe benefits or supplementary cash payments in lieu of these benefits.

(iii) The Administrator may also withdraw, annul, or cancel such certificates under 29 CFR 525 and 528.

(2) An employee engaged in an occupation in which the employee customarily and regularly receives more than $30 a month in tips shall be credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with regulations in 29 CFR 531. However, the amount of credit shall not exceed 40 percent of the minimum rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 as amended.

25. Cost and Pricing Data:

(a) This paragraph and paragraphs b through e below shall apply to contractors or offerors in regards to: (1) any procurement in excess of $100,000, (2) any contract awarded through competitive sealed proposals, (3) any contract awarded through sole source procurement, or (4) any change order or contract modification. By entering into this contract or submitting this offer, the Contractor or offeror certifies that, to the best of the Contractor's or offeror's knowledge and belief, any cost and pricing data submitted was accurate, complete and current as of the date specified in the contract or offer.

(b) Unless otherwise provided in the solicitation, the offeror or Contractor shall, before entering into any contract awarded through competitive sealed proposals or through sole source procurement or before negotiating any price adjustments pursuant to a change order or modification, submit cost or pricing data and certification that, to the best of the Contractor's knowledge and belief, the cost or pricing data submitted was accurate, complete, and current as of the date of award of this contract or as of the date of negotiation of the change order or modification.

(c) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified by the Contractor, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified by the Contractor, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(d) Any reduction in the contract price under paragraph c above due to defective data from a prospective subcontractor that was not subsequently awarded, the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided that the actual subcontract price was not itself affected by defective cost or pricing data.

(e) Cost or pricing data includes all facts as of the time of price agreement that prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or pricing data are factual, not judgmental, and are therefore verifiable. While they do not indicate the accuracy of the prospective Contractor's judgment about estimated future costs or projections, cost or pricing data do include the data forming the basis for that judgment. Cost or pricing data are more than historical accounting data; they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred.

(f) The following specific information should be included as cost or pricing data, as applicable:

(1) Vendor quotations;

(2) Nonrecurring costs;

(3) Information on changes in production methods or purchasing volume;

(4) Data supporting projections of business prospects and objectives and related operations costs;

(5) Unit – cost trends such as those associated with labor efficiency;

(6) Make or buy decisions;

(7) Estimated resources to attain business goals;

(8) Information on management decisions that could have a significant bearing on costs.

(g) If the offeror or contractor is required by law to submit cost or pricing data in connection with pricing this contract or any change order or modification of this contract, the Contracting Officer or representatives of the Contracting Officer shall have the right to examine all books, records, documents and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the contract, change order or modification, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used. Contractor shall make available at its office at all reasonable times the materials described above for examination, audit, or reproduction until three years after the later of:

(1) final payment under the contract;

(2) final termination settlement; or

(3) the final disposition of any appeals under the disputes clause or of litigation or the settlement of claims arising under or relating to the contract.

26. Multiyear Contract:

If this contract is a multiyear contract, then the following provision is made part of this contract:

If funds are not appropriated or otherwise made available for the continued performance in a subsequent year of a multiyear contract, the contract for the subsequent year shall be terminated, either automatically or in accordance with the termination clause of the contract. Unless otherwise provided for in the contract, the effect of termination is to discharge both the District and the Contractor from future performance of the contract, but not from the existing obligations. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

27. Termination Of Contracts For Certain Crimes And Violations:

(a) The District may terminate without liability any contract and may deduct from the contract price or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid in violation of this title if:

(1) The Contractor has been convicted of a crime arising out of or in connection with the procurement of any work to be done or any payment to be made under the contract; or

(2) There has been any breach or violation of:

(A) Any provision of the Procurement Practices Act of 1985, as amended, or

(B) The contract provision against contingent fees.

(b) If a contract is terminated pursuant to this section, the Contractor:

(1) May be paid only the actual costs of the work performed to the date of termination, plus termination costs, if any; and

(2) Shall refund all profits or fixed fees realized under the Contract.

(c) The rights and remedies contained in this are in addition to any other right or remedy provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law.

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

Daniel W. Simms
Director

Division of
Wage Determinations

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

Wage Determination No.: 2015-4281
Revision No.: 33
Date Of Last Revision: 04/25/2025

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
Maryland Counties of Charles, Prince George's
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, Loudoun, Manassas, Manassas Park, Prince William, Stafford

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		21.83
01012 - Accounting Clerk II		24.50
01013 - Accounting Clerk III		27.41
01020 - Administrative Assistant		39.97
01035 - Court Reporter		29.26
01041 - Customer Service Representative I		17.59***
01042 - Customer Service Representative II		19.19
01043 - Customer Service Representative III		21.54
01051 - Data Entry Operator I		19.11
01052 - Data Entry Operator II		20.85
01060 - Dispatcher, Motor Vehicle		25.71
01070 - Document Preparation Clerk		21.07
01090 - Duplicating Machine Operator		21.07

01111 - General Clerk I	20.12
01112 - General Clerk II	21.96
01113 - General Clerk III	24.65
01120 - Housing Referral Assistant	26.61
01141 - Messenger Courier	22.01
01191 - Order Clerk I	20.25
01192 - Order Clerk II	22.10
01261 - Personnel Assistant (Employment) I	22.42
01262 - Personnel Assistant (Employment) II	25.08
01263 - Personnel Assistant (Employment) III	27.95
01270 - Production Control Clerk	28.45
01290 - Rental Clerk	21.83
01300 - Scheduler, Maintenance	21.33
01311 - Secretary I	21.33
01312 - Secretary II	23.86
01313 - Secretary III	26.61
01320 - Service Order Dispatcher	22.98
01410 - Supply Technician	39.97
01420 - Survey Worker	22.94
01460 - Switchboard Operator/Receptionist	19.12
01531 - Travel Clerk I	22.65
01532 - Travel Clerk II	24.70
01533 - Travel Clerk III	26.66
01611 - Word Processor I	18.97
01612 - Word Processor II	21.29
01613 - Word Processor III	23.81
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	29.21
05010 - Automotive Electrician	28.76
05040 - Automotive Glass Installer	27.09
05070 - Automotive Worker	27.09
05110 - Mobile Equipment Servicer	23.30
05130 - Motor Equipment Metal Mechanic	30.28
05160 - Motor Equipment Metal Worker	27.09
05190 - Motor Vehicle Mechanic	30.28
05220 - Motor Vehicle Mechanic Helper	21.32
05250 - Motor Vehicle Upholstery Worker	25.28
05280 - Motor Vehicle Wrecker	27.09
05310 - Painter, Automotive	28.76
05340 - Radiator Repair Specialist	27.09
05370 - Tire Repairer	21.12
05400 - Transmission Repair Specialist	30.28
07000 - Food Preparation And Service Occupations	
07010 - Baker	17.87
07041 - Cook I	20.40
07042 - Cook II	23.72
07070 - Dishwasher	17.70***
07130 - Food Service Worker	17.41***
07210 - Meat Cutter	22.13
07260 - Waiter/Waitress	18.48
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	28.23
09040 - Furniture Handler	15.47***
09080 - Furniture Refinisher	24.81
09090 - Furniture Refinisher Helper	18.38
09110 - Furniture Repairer, Minor	21.80
09130 - Upholsterer	21.85
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	17.68***
11060 - Elevator Operator	17.84
11090 - Gardener	25.16
11122 - Housekeeping Aide	17.84
11150 - Janitor	17.84
11210 - Laborer, Grounds Maintenance	19.16
11240 - Maid or Houseman	17.70***

11260 - Pruner	18.28
11270 - Tractor Operator	23.02
11330 - Trail Maintenance Worker	19.16
11360 - Window Cleaner	18.70
12000 - Health Occupations	
12010 - Ambulance Driver	24.09
12011 - Breath Alcohol Technician	31.01
12012 - Certified Occupational Therapist Assistant	40.02
12015 - Certified Physical Therapist Assistant	36.67
12020 - Dental Assistant	23.78
12025 - Dental Hygienist	52.41
12030 - EKG Technician	45.58
12035 - Electroneurodiagnostic Technologist	45.58
12040 - Emergency Medical Technician	24.09
12071 - Licensed Practical Nurse I	27.72
12072 - Licensed Practical Nurse II	31.01
12073 - Licensed Practical Nurse III	34.57
12100 - Medical Assistant	22.48
12130 - Medical Laboratory Technician	34.27
12160 - Medical Record Clerk	25.58
12190 - Medical Record Technician	28.61
12195 - Medical Transcriptionist	20.72
12210 - Nuclear Medicine Technologist	49.45
12221 - Nursing Assistant I	15.11***
12222 - Nursing Assistant II	17.01***
12223 - Nursing Assistant III	18.56
12224 - Nursing Assistant IV	20.83
12235 - Optical Dispenser	28.14
12236 - Optical Technician	23.50
12250 - Pharmacy Technician	21.90
12280 - Phlebotomist	23.72
12305 - Radiologic Technologist	41.51
12311 - Registered Nurse I	31.84
12312 - Registered Nurse II	38.95
12313 - Registered Nurse II, Specialist	38.95
12314 - Registered Nurse III	47.12
12315 - Registered Nurse III, Anesthetist	47.12
12316 - Registered Nurse IV	56.48
12317 - Scheduler (Drug and Alcohol Testing)	38.42
12320 - Substance Abuse Treatment Counselor	30.37
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	24.30
13012 - Exhibits Specialist II	30.10
13013 - Exhibits Specialist III	36.82
13041 - Illustrator I	25.90
13042 - Illustrator II	32.08
13043 - Illustrator III	39.23
13047 - Librarian	43.76
13050 - Library Aide/Clerk	21.22
13054 - Library Information Technology Systems Administrator	39.51
13058 - Library Technician	24.49
13061 - Media Specialist I	28.52
13062 - Media Specialist II	31.90
13063 - Media Specialist III	35.55
13071 - Photographer I	24.22
13072 - Photographer II	27.09
13073 - Photographer III	33.55
13074 - Photographer IV	41.04
13075 - Photographer V	49.65
13090 - Technical Order Library Clerk	26.65
13110 - Video Teleconference Technician	30.84
14000 - Information Technology Occupations	
14041 - Computer Operator I	27.25
14042 - Computer Operator II	30.48

14043 - Computer Operator III		33.99
14044 - Computer Operator IV		37.76
14045 - Computer Operator V		41.82
14071 - Computer Programmer I	(see 1)	
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		27.25
14160 - Personal Computer Support Technician		37.76
14170 - System Support Specialist		41.82
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		41.82
15020 - Aircrew Training Devices Instructor (Rated)		50.59
15030 - Air Crew Training Devices Instructor (Pilot)		60.66
15050 - Computer Based Training Specialist / Instructor		41.82
15060 - Educational Technologist		48.91
15070 - Flight Instructor (Pilot)		60.66
15080 - Graphic Artist		39.60
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		60.66
15086 - Maintenance Test Pilot, Rotary Wing		60.66
15088 - Non-Maintenance Test/Co-Pilot		60.66
15090 - Technical Instructor		32.56
15095 - Technical Instructor/Course Developer		39.83
15110 - Test Proctor		26.28
15120 - Tutor		26.28
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		20.03
16030 - Counter Attendant		20.03
16040 - Dry Cleaner		22.90
16070 - Finisher, Flatwork, Machine		20.03
16090 - Presser, Hand		20.03
16110 - Presser, Machine, Drycleaning		20.03
16130 - Presser, Machine, Shirts		20.03
16160 - Presser, Machine, Wearing Apparel, Laundry		20.03
16190 - Sewing Machine Operator		23.86
16220 - Tailor		24.82
16250 - Washer, Machine		20.99
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		31.46
19040 - Tool And Die Maker		38.21
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		24.07
21030 - Material Coordinator		28.45
21040 - Material Expediter		28.45
21050 - Material Handling Laborer		19.81
21071 - Order Filler		18.01
21080 - Production Line Worker (Food Processing)		24.07
21110 - Shipping Packer		21.99
21130 - Shipping/Receiving Clerk		21.99
21140 - Store Worker I		19.08
21150 - Stock Clerk		22.91
21210 - Tools And Parts Attendant		24.07
21410 - Warehouse Specialist		24.07
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		46.69
23019 - Aircraft Logs and Records Technician		37.02
23021 - Aircraft Mechanic I		44.33
23022 - Aircraft Mechanic II		46.69
23023 - Aircraft Mechanic III		48.97
23040 - Aircraft Mechanic Helper		31.21
23050 - Aircraft, Painter		42.10
23060 - Aircraft Servicer		37.02

23070 - Aircraft Survival Flight Equipment Technician 42.10
23080 - Aircraft Worker 39.66
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I 39.66
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II 44.33
23110 - Appliance Mechanic 27.81
23120 - Bicycle Repairer 20.03
23125 - Cable Splicer 43.10
23130 - Carpenter, Maintenance 28.58
23140 - Carpet Layer 24.79
23160 - Electrician, Maintenance 36.28
23181 - Electronics Technician Maintenance I 35.18
23182 - Electronics Technician Maintenance II 37.35
23183 - Electronics Technician Maintenance III 39.32
23260 - Fabric Worker 29.06
23290 - Fire Alarm System Mechanic 31.36
23310 - Fire Extinguisher Repairer 26.78
23311 - Fuel Distribution System Mechanic 37.07
23312 - Fuel Distribution System Operator 28.53
23370 - General Maintenance Worker 26.68
23380 - Ground Support Equipment Mechanic 44.33
23381 - Ground Support Equipment Servicer 37.02
23382 - Ground Support Equipment Worker 39.66
23391 - Gunsmith I 26.78
23392 - Gunsmith II 31.14
23393 - Gunsmith III 34.80
23410 - Heating, Ventilation And Air-Conditioning Mechanic 34.66
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility) 36.51
23430 - Heavy Equipment Mechanic 34.05
23440 - Heavy Equipment Operator 29.25
23460 - Instrument Mechanic 37.03
23465 - Laboratory/Shelter Mechanic 33.05
23470 - Laborer 19.81
23510 - Locksmith 35.47
23530 - Machinery Maintenance Mechanic 33.73
23550 - Machinist, Maintenance 34.32
23580 - Maintenance Trades Helper 20.27
23591 - Metrology Technician I 37.03
23592 - Metrology Technician II 39.00
23593 - Metrology Technician III 40.91
23640 - Millwright 29.89
23710 - Office Appliance Repairer 24.28
23760 - Painter, Maintenance 24.00
23790 - Pipefitter, Maintenance 33.08
23810 - Plumber, Maintenance 31.42
23820 - Pneudraulic Systems Mechanic 34.80
23850 - Rigger 34.16
23870 - Scale Mechanic 31.14
23890 - Sheet-Metal Worker, Maintenance 30.59
23910 - Small Engine Mechanic 24.40
23931 - Telecommunications Mechanic I 37.06
23932 - Telecommunications Mechanic II 39.03
23950 - Telephone Lineman 45.15
23960 - Welder, Combination, Maintenance 28.87
23965 - Well Driller 32.07
23970 - Woodcraft Worker 34.80
23980 - Woodworker 26.78

24000 - Personal Needs Occupations
24550 - Case Manager 23.07
24570 - Child Care Attendant 17.20***
24580 - Child Care Center Clerk 21.46
24610 - Chore Aide 17.91

24620 - Family Readiness And Support Services Coordinator	23.07
24630 - Homemaker	23.07
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	42.88
25040 - Sewage Plant Operator	32.51
25070 - Stationary Engineer	42.88
25190 - Ventilation Equipment Tender	30.19
25210 - Water Treatment Plant Operator	32.51
27000 - Protective Service Occupations	
27004 - Alarm Monitor	29.26
27007 - Baggage Inspector	20.31
27008 - Corrections Officer	33.19
27010 - Court Security Officer	32.91
27030 - Detection Dog Handler	22.72
27040 - Detention Officer	33.19
27070 - Firefighter	32.62
27101 - Guard I	20.31
27102 - Guard II	22.72
27131 - Police Officer I	36.09
27132 - Police Officer II	40.11
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	21.74
28042 - Carnival Equipment Repairer	23.76
28043 - Carnival Worker	17.22***
28210 - Gate Attendant/Gate Tender	21.78
28310 - Lifeguard	16.92***
28350 - Park Attendant (Aide)	24.36
28510 - Recreation Aide/Health Facility Attendant	17.78
28515 - Recreation Specialist	30.17
28630 - Sports Official	19.40
28690 - Swimming Pool Operator	27.63
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	35.81
29020 - Hatch Tender	35.81
29030 - Line Handler	35.81
29041 - Stevedore I	33.42
29042 - Stevedore II	38.01
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	52.72
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	36.35
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	40.04
30021 - Archeological Technician I	24.14
30022 - Archeological Technician II	27.00
30023 - Archeological Technician III	33.44
30030 - Cartographic Technician	33.44
30040 - Civil Engineering Technician	41.58
30051 - Cryogenic Technician I	37.04
30052 - Cryogenic Technician II	40.90
30061 - Drafter/CAD Operator I	24.14
30062 - Drafter/CAD Operator II	27.00
30063 - Drafter/CAD Operator III	30.09
30064 - Drafter/CAD Operator IV	37.04
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61
30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	31.79
30095 - Evidence Control Specialist	33.44
30210 - Laboratory Technician	29.01
30221 - Latent Fingerprint Technician I	37.63
30222 - Latent Fingerprint Technician II	41.56
30240 - Mathematical Technician	42.36

30361 - Paralegal/Legal Assistant I		25.58
30362 - Paralegal/Legal Assistant II		31.69
30363 - Paralegal/Legal Assistant III		38.77
30364 - Paralegal/Legal Assistant IV		46.90
30375 - Petroleum Supply Specialist		40.90
30390 - Photo-Optics Technician		33.44
30395 - Radiation Control Technician		40.90
30461 - Technical Writer I		31.78
30462 - Technical Writer II		38.87
30463 - Technical Writer III		47.03
30491 - Unexploded Ordnance (UXO) Technician I		33.50
30492 - Unexploded Ordnance (UXO) Technician II		40.54
30493 - Unexploded Ordnance (UXO) Technician III		48.59
30494 - Unexploded (UXO) Safety Escort		33.50
30495 - Unexploded (UXO) Sweep Personnel		33.50
30501 - Weather Forecaster I		37.04
30502 - Weather Forecaster II		45.05
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	30.09
30621 - Weather Observer, Senior	(see 2)	33.44
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		40.54
31020 - Bus Aide		20.16
31030 - Bus Driver		28.94
31043 - Driver Courier		21.14
31260 - Parking and Lot Attendant		17.17***
31290 - Shuttle Bus Driver		21.06
31310 - Taxi Driver		17.71***
31361 - Truckdriver, Light		23.10
31362 - Truckdriver, Medium		25.07
31363 - Truckdriver, Heavy		28.39
31364 - Truckdriver, Tractor-Trailer		28.39
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		19.76
99030 - Cashier		16.73***
99050 - Desk Clerk		17.76
99095 - Embalmer		34.10
99130 - Flight Follower		33.50
99251 - Laboratory Animal Caretaker I		20.32
99252 - Laboratory Animal Caretaker II		22.20
99260 - Marketing Analyst		40.69
99310 - Mortician		34.10
99410 - Pest Controller		21.91
99510 - Photofinishing Worker		22.57
99710 - Recycling Laborer		23.14
99711 - Recycling Specialist		28.16
99730 - Refuse Collector		22.08
99810 - Sales Clerk		17.18***
99820 - School Crossing Guard		20.44
99830 - Survey Party Chief		31.00
99831 - Surveying Aide		19.26
99832 - Surveying Technician		29.45
99840 - Vending Machine Attendant		17.68***
99841 - Vending Machine Repairer		22.47
99842 - Vending Machine Repairer Helper		17.68***

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75 per hour) or 13658 ($13.30 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into

with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands. The minimum wage requirements of Executive Order 14026 also are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $5.36 per hour, up to 40 hours per week, or $214.40 per week or $929.07 per month

HEALTH & WELFARE EO 13706: $4.93 per hour, up to 40 hours per week, or $197.20 per week, or $854.53 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

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

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least $27.63 per hour (or at least $684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

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

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

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

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

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

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

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

** UNIFORM ALLOWANCE **

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

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

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the ""Service Contract Act Directory of Occupations"", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

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

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

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

When preparing a conformance request, the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

BUSINESS LETTERHEAD HERE

NOTICE OF COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY (EEO) REQUIREMENTS

Mayor's Order 85-85, "Compliance with Equal Opportunity Requirements in Contracts," effective June 10, 1985 ("Mayor's Order 85-85"); the rules implementing Mayor's Order 85-85, 4 DCMR § 1100 et seq.; and the D.C. Human Rights Act of 1977, as amended, D.C. Code § 2-1401 et seq. ("D.C. Human Rights Act") are hereby included as part of this bid/proposal. Therefore, each bidder/offeror shall indicate below their written commitment to comply with Mayor's Order 85-85, the implementing rules, and the D.C. Human Rights Act. Failure to comply with these provisions shall result in rejection of the respective bid/proposal.

I, _____, the authorized representative of _____ (Name of Contractor/Business), hereinafter referred to as "the Contractor" certify that the Contractor is fully aware of all of all of the provisions of Mayor's Order 85-85, the implementing rules, and the D.C. Human Rights Act. I further certify that the Contractor shall fully comply with Mayor's Order 85-85, the implementing rules, and the D.C. Human Rights Act for the trades, crafts, and skills to be used during the term of the performance of the contract whether or not the work is subcontracted if the Contractor is awarded the D.C. Government Contract referenced by the contract number, solicitation number, and/or bid number entered below. Further, I certify that the Contractor acknowledges and understands that the award of said contract and its continuation are specifically conditioned upon the Contractor's compliance with Mayor's Order 85-85, the implementing rules, and the D.C. Human Rights Act.

_____ _____

Name of Authorized Official and Title Date

_____ _____

Signature of Authorized Official Name of Contractor/Business

_____

Contract/Solicitation/Bid Number

BUSINESS LETTERHEAD HERE

EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY COMMITMENT

_____ (Name of Contractor/Business) shall not discriminate against any employee or applicant for employment because of age, color, credit information, disability, family responsibilities, gender identity and expression, genetic information, homeless status, marital status, matriculation, national origin, personal appearance, political affiliation, race, religion, sex, sexual orientation, or status of a victim or family member of a victim of domestic violence, a sexual offense, or stalking.

_____ (Name of Contractor/Business) agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, color, credit information, disability, family responsibilities, gender identity and expression, genetic information, homeless status, marital status, matriculation, national origin, personal appearance, political affiliation, race, religion, sex, sexual orientation, or status of a victim or family member of a victim of domestic violence, a sexual offense, or stalking. The affirmative action shall include, but not be limited to, the following: (1) employment, upgrading, or transfer; (2) recruitment or recruitment advertising; (3) demotion, layoff, or termination; (4) rates of pay, or other forms of compensation; and (5) selection for training and apprenticeship.

_____ (Name of Contractor/Business) agrees to post in conspicuous places, available to employees and applicants for employment, the above provisions concerning non-discrimination and equal employment opportunity.

_____ (Name of Contractor/Business) shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment pursuant to the above provisions concerning non-discrimination and equal employment opportunity.

_____ (Name of Contractor/Business) agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement, or other contract or understanding, a notice that it will comply with the above provisions concerning non-discrimination and equal employment opportunity and the contractor’s commitments represented herein, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

_____ (Name of Contractor/Business) agrees to permit access to all books, records, and accounts, pertaining to its employment practices, by the Director of the Office of Human Rights and the Contracting Agency for purposes of investigation to ascertain compliance with the above provisions concerning non-discrimination and equal employment opportunity, and to require under terms of any subcontractor agreement each subcontractor to permit access of the subcontractors, books, records, and accounts for such purposes.

_____ (Name of Contractor/Business) agrees to comply with all guidelines concerning non-discrimination and equal employment opportunity applicable in the District of Columbia.

_____ (Name of Contractor/Business) shall include in every subcontract the above provisions concerning non-discrimination and equal employment opportunity, so that these provisions shall be binding upon each subcontractor or vendor.

_____ (Name of Contractor/Business) shall take action with respect to any subcontract as the Contracting Officer may direct as a means of enforcing these provisions, including sanctions for non-compliance; provided, that in the event the prime contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the prime contractor may request the District to enter into such litigation to protect the interest of the District.

_____	_____
Name of Authorized Official and Title	Date
_____	_____
Signature of Authorized Official	Name of Contractor/Business

EQUAL EMPLOYMENT OPPORTUNITY
EMPLOYER INFORMATION REPORT

GOVERNMENT OF THE DISTRICT OF COLUMBIA DC Office of Contracting and Procurement Employer Information Report (EEO)	Reply to: Office of Contracting and Procurement 441 4th Street, NW, Suite 700 South Washington, DC 20001

Instructions:

Two (2) copies of DAS 84-404 or Federal Form EEO-1 shall be submitted to the Office of Contracting and Procurement to comply with Section D of this report ONLY. One copy shall be retained by the Contractor.

Section A – TYPE OF REPORT

1. Indicate by marking in the appropriate box the type of reporting unit for which this copy of the form is submitted (MARK ONLY ONE BOX)

Single Establishment Employer

(1) ☐ Single-establishment Employer Report

Multi-establishment Employer

(2) ☐ Consolidated Report

(3) ☐ Headquarters Report

(4) ☐ Individual Establishment Report (submit one for each establishment with 25 or more employees)

(5) ☐ Special Report

2. Total number of reports being filed by this Company. _____

Section B – COMPANY IDENTIFICATION OFFICIAL (To be answered by all employers) — OFFICIAL USE ONLY

1. Name of Company which owns or controls the establishment for which this report is filed — a.

Address (Number and street)	City or Town	Country	State	Zip Code	b.

b. Employer Identification No. | | | | | | | | | |

2. Establishment for which this report is filed. — OFFICIAL USE ONLY

a. Name of establishment — c.

Address (Number and street)	City or Town	Country	State	Zip Code	d.

b. Employer Identification No. | | | | | | | | | |

3. Parent of affiliated Company

a. Name of parent or affiliated Company	b. Employer Identification No.									

Address (Number and street)	City or Town	Country	State	Zip Code

Section C - ESTABLISHMENT INFORMATION

1. Is the location of the establishment the same as that reported last year?

☐ Yes ☐ No ☐ Did not report last year ☐ Report on combined basis

2. Is the major business activity at this establishment the same as that reported last year?

☐ Yes ☐ No ☐ Did not report last year ☐ Report on combined basis

OFFICIAL USE ONLY

3. What is the major activity of this establishment? (Be specific, i.e., manufacturing steel castings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or service provided, as well as the principal business or industrial activity.) — e.

4. MINORITY GROUP MEMBERS: Indicate if you are a minority business enterprise (50% owned or 51% controlled by minority members).

☐ YES ☐ NO

SECTION D – EMPLOYMENT DATA

Employment at this establishment – Report all permanent, temporary, or part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zero. *In columns 1, 2, and 3, include ALL employees in the establishment Including those in minority groups*

JOB CATEGORIES	TOTAL EMPLOYEES IN ESTABLISHMENT			MINORITY GROUP EMPLOYEES							
				MALE				FEMALE			
	Total Employees Including Minorities (1)	Total Male Including Minorities (2)	Total Female Including Minorities (3)	Black (4)	Asian (5)	American Indian (6)	Hispanic (7)	Black (8)	Asian (9)	American Indian (10)	Hispanic (11)
Officials and Managers											
Professionals											
Technicians											
Sales Workers											
Office and Clerical											
Craftsman (Skilled)											
Operative (Semi-Skilled)											
Laborers (Unskilled)											
Service Workers											
TOTAL											
Total employ reported in previous report											

(The trainee below should also be included in the figures for the appropriate occupation categories above)

Formal On-The-Job Trainee	White collar	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
	Production											

1. How was information as to race or ethnic group in Section D obtained?
a. ☐Visual Survey c. ☐Other Specify_____
b. ☐Employment Record_____

2. Dates of payroll period used: _____

3. Pay period of last report submitted for this establishment: _____

Section E – REMARKS Use this Item to give any identification data appearing on last report which differs from that given above, explain major changes in composition or reporting units, and other pertinent information.

Section F - CERTIFICATION

Check one ☐ (1) All reports are accurate and were prepared in accordance with the instructions (check on consolidated only)
☐ (2) This report is accurate and was prepared in accordance with the instructions.

_____

Name of Authorized Official **Title** **Signature** **Date**

Name of person contact regarding this report Address (Number and Street)

Title **City and State** **Zip Code** **Telephone Number** **Extension**

INFORMATION CITED HEREIN SHALL BE HELD IN CONFIDENCE

GOVERNMENT OF THE DISTRICT OF COLUMBIA
FIRST SOURCE EMPLOYMENT AGREEMENT 2
FOR NON CONSTRUCTION CONTRACTS ONLY

GOVERNMENT-ASSISTED CONTRACT INFORMATION

CONTRACT/SOLICITATION NUMBER: _____
DISTRICT CONTRACTING AGENCY: _____
CONTRACTING OFFICER: _____
TELEPHONE NUMBER:_____Email:_____
TOTAL CONTRACT AMOUNT_____
EMPLOYER CONTRACT AMOUNT:_____
CONTRACT NAME: _____
CONTRACT ADDRESS:_____
CITY: _____ STATE: _____ ZIP CODE: _____
CONTRACT START DATE:_____CONTRACT END DATE: _____
EMPLOYER START DATE:_____EMPLOYER END DATE: _____

TOTAL GOVERNMENT ASSISTED FUNDED AMOUNT:_____DATE_____

☐ CONTRACT ☐ GRANT ☐ LOAN ☐ TAX ABATEMENT OR EXEMPTION ☐ LAND TRANSFER ☐ LAND DISPOSITION AND DEVELOPMENT AGREEMENT ☐ TAX INCREMENT FINANCING ☐ ANY ADDITIONAL LEGISLATION, IF YES _____
D.C. CODE#

BASE YEAR ☐ OPTION YEAR: 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ ***(SELECT CONTRACT YEAR)***
DESCRIPTION OF WORK:_____

_____

EMPLOYER INFORMATION

EMPLOYER NAME: _____
EMPLOYER ADDRESS: _____
CITY: _____ STATE: _____ ZIP CODE: _____
TELEPHONE NUMBER:_____FEDERAL IDENTIFICATION NO.:_____
CONTACT PERSON: _____
TITLE: _____
E-MAIL:_____TELEPHONE NUMBER: _____
CERTIFIED BUSINESS ENTERPRISE CERTIFICATION NUMBER: _____
D.C. APPRENTICESHIP COUNCIL REGISTRATION NUMBER: _____
ARE YOU A SUBCONTRACTOR ☐ YES ☐ NO IF YES, NAME OF PRIME CONTRACTOR: _____
NONPROFIT ORGANIZATION WITH 50 EMPLOYEES OR LESS: YES ☐ No ☐

This First Source Employment Agreement (Agreement), in accordance with Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Official Code §§ 2-219.01 – 2-219.05) and relevant provisions of the Apprenticeship Requirements Amendment Act of 2004 (D.C. Official Code § 2-219.03 and § 32-1431 is between the District of Columbia Department of Employment Services (DOES) and EMPLOYER.

Pursuant to this Agreement, the EMPLOYER, which includes all contractors and subcontractors, shall meet the following requirements:

Employer shall hire 51% District of Columbia residents (DC residents) for all new jobs created by the Contract and 35% of all apprenticeship hours worked in connection with the Contract shall be worked by DC residents registered in programs approved by the District of Columbia Apprenticeship Council.

EMPLOYER shall use DOES as its first source for recruitment, referral, and placement of new hires for all new jobs created by the Government Assisted Project or Contract (Contract).

EMPLOYER began work on the Contract, prior to receipt of an accepted First Source Employment Agreement (Agreement) from DOES, in violation of D.C. Code §2-219.03. In order to continue to work on the Contract, Employer shall adhere to the Agreement requirements retroactive to the date that work began and continuing until Contract completion.

The Parties agree to the terms and conditions of the Agreement as follows:

I. DEFINITIONS

The following definitions shall govern the terms used in this Agreement.

A. **Apprentice** means a worker who is employed to learn an apprenticeable occupation under the terms and conditions of approved apprenticeship standards.

B. **Beneficiary** means:
   1. The signatory to a contract executed by the Mayor which involves any District of Columbia government funds or funds which, in accordance with a federal grant or otherwise, the District government administers and which details the number and description of all jobs created by a government-assisted Contract for which the beneficiary is required to use the First Source Register.

   2. A recipient of a District government economic development action, including contracts, grants, loans, tax abatements, land transfers for redevelopment, or tax increment financing that results in a financial benefit of $300,000 or more from an agency, commission, instrumentality, or other entity of the District government, including a financial or banking institution which serves as the repository for $1 million or more of District of Columbia funds.

   3. A retail or commercial tenant that is a direct recipient of a District government economic development action, including contracts, grants, loans, tax abatements, land transfers for public redevelopment, or tax increment financing in excess of $300,000.

C. **Contracting Agency** means any District of Columbia agency that is awarded a government-assisted Contract totaling $300,000 or more.

D. **Direct labor costs** means all costs, including wages and benefits, associated with the hiring and employment of personnel assigned to a process in which payroll expenses are traced to the units of output and are included in the cost of goods sold.

E. **EMPLOYER** means any entity awarded a government-assisted Project or Contract totaling $300,000.00 or more, including all individual contractor and subcontractor entities at any tier, who performed work on the Project or Contract.

F. **First Source Employer Portal** means the website consisting of a connected group of static and dynamic (functional) pages and forms on the World Wide Web accessible by Uniform Resource Locator (URL) and maintained by DOES to provide information and reporting functionality to EMPLOYERS.

G. **First Source Register** means the DOES Automated Applicant Files, which consists of the names of District of Columbia residents registered with DOES.

H. **Good faith effort** means an EMPLOYER has exhausted all reasonable means to comply with any affirmative action, hiring, or contractual goal(s) pursuant to the First Source law and Agreement.

I. **Government-assisted Project or Contract (Contract)** means any construction or non-construction Project or Contract receiving funds or resources, valued at $300,00 or more, from the District of Columbia or funds or resources which, in accordance with a federal grant or otherwise, the District of Columbia government administers, including contracts, grants, loans, tax abatements or exemptions, land transfers, land disposition and development agreements, tax increment financing, or any combination of the aforementioned.

J. **Hard to employ** means a District of Columbia resident who is confirmed by DOES as:

1. An ex-offender who has been released from prison within the last 10 years;
2. A participant of the Temporary Assistance for Needy Familiesprogram;
3. A participant of the Supplemental Nutrition Assistance Program;
4. Living with a permanent disability verified by the Social Security Administration or District vocational rehabilitation program;
5. Unemployed for six (6) months or more in the last 12-month period;
6. Homeless;
7. A participant or graduate of the Transitional Employment Program established by § 32-1331; or
8. An individual who qualified for inclusion in the Work Opportunity Tax Credit Program as certified by DOES.

K. **Indirect labor costs** means all costs, including wages and benefits, that are part of operating expenses and are associated with the hiring and employment of personnel assigned to tasks other than producing products.

L. **Jobs** means any union and non-union managerial, non-managerial, professional, nonprofessional, technical or nontechnical position, including: clerical and sales occupations; service occupations; processing occupations; machine trade occupations; bench work occupations; structural work occupations; agricultural, fishery, forestry, and related occupations; and any other occupations as DOES may identify in the Dictionary of Occupational Titles, United States Department of Labor.

M. **New Hire:** New employee hired by EMPLOYER to work on the government assisted Contract or Project for the new job created.

N. **Transfer:** Existing employees EMPLOYER who has already worked for company and has been moved from one contract to another contract.

O. **Revised Employment Plan** means a document prepared and submitted by the EMPLOYER that includes the following:

1. A projection of the total number of new positions that will be created as a result of

the contract, including the job title, number of positions available, indication of part-time or full-time status, salary range, union affiliation (if applicable), and the contracted hire dates;

2. A roster of all current employees to include the name, affirmation of DC residence (check mark), and Ward, including apprentices, trainees, and transfers from other projects or contracts, who will be employed on the Contract;

3. A projection of the total number of full-time and part-time salaried employees on an annual basis that will be utilized on the Contract and the total number of full-time and part-time salaried employees that will be District residents;

4. A projection of the total number of hours to be worked on the Contract by full-time and part-time hourly wage employees on an annual basis and a projection of the total number of hours to be worked on the Contract by full-time and part-time hourly wage employees who are District residents;

5. A timetable outlining the total number of hours to be worked on the Contract by full-time and part-time hourly wage employees by job category and the total number of full-time and part-time salaried employees by job category over the duration of the life of the hiring requirements set forth by DOES and an associated hiring schedule which predicts when specific job openings will be available;

6. Descriptions of the skill requirements by job title or position, including industry-recognized certifications required for the different positions;

7. A strategy to fulfill DC resident hiring percentage pursuant to this Agreement, including a component on communicating these requirements to contractors and subcontractors and a component on potential community outreach partnerships with the University of the District of Columbia, the University of the District of Columbia Community College, DOES, Jointly Funded Apprenticeship Programs, the District of Columbia Workforce Intermediary, or other government-approved, community-based job training providers;

8. A remediation strategy to ameliorate any problems associated with meeting these hiring requirements, including any problems encountered with contractors and subcontractors;

9. The designation of a senior official from the EMPLOYER who will be responsible for implementing the hiring and reporting requirements;

10. Descriptions of the health and retirement benefits that will be provided to DC residents working on the Contract or Project;

11. A strategy to ensure that DC residents who work on the Contract or Project receive ongoing employment and training opportunities after they complete work on the job for which they were initially hired and a review of past practices in continuing to employ DC residents from one Contract or Project to the next;

12. A strategy to hire graduates of District of Columbia Public Schools, District of Columbia Public Charter Schools, and community-based job training providers, and hard-to-employ DC residents; and

13. A disclosure of past compliance with the Workforce Act and the Davis-Bacon Act,

where applicable, and the EMPLOYER'S general DC resident hiring practices on projects or contracts completed within the last 2 years.

P. **Tier Subcontractor** means any contractor selected by the primary subcontractor to perform portion(s) or all work related to the trade or occupation area(s) on a contract or project subject to this First Source Agreement**.**

Q. **Washington Metropolitan Statistical Area** means the District of Columbia; Virginia Cities of Alexandria, Fairfax, Falls Church, Fredericksburg, Manassas, and Manassas Park; the Virginia Counties of Arlington, Clarke, Fairfax, Fauquier, Loudon, Prince William, Spotsylvania, Stafford, and Warren; the Maryland Counties of Calvert, Charles, Frederick, Montgomery, and Prince Georges; and the West Virginia County of Jefferson.

R. **Workforce Intermediary Pilot Program** means the intermediary between employers and training providers to provide employers with qualified DC resident job applicants. See DC Official Code § 2-219.04b.

II. GENERAL TERMS

A. Subject to the terms and conditions set forth herein, DOES will receive the Agreement from the Contracting Agency no less than seven (7) calendar days in advance of the Contract start date. No work associated with the relevant Contract can begin until the Agreement has been accepted by DOES.

B. The EMPLOYER shall require all contract Employers with contracts or subcontracts, under a contract receiving government assistance or benefits valued at $300,000 or more, to enter into an Agreement with DOES.

C. DOES will provide recruitment, referral, and placement services to the EMPLOYER, subject to the limitations in this Agreement.

D. Agreement will take affect once beneficiary/Employer been awarded a contract and has started work on the government assisted contract and no work can begin prior to execution of the Agreement and will be fully effective through the duration, any extension or modifications of the contract and until such as construction is complete and a certificate of occupancy is issued.

E. If an EMPLOYER began work prior to the execution of a First Source Employment Agreement, the EMPLOYER shall cease work on the contract and sign a revised First Source Employment Agreement to be bound by the applicable First Source Employment Agreement requirements, retroactively, from the start of work throughout the duration of the contract.

F. DOES and the EMPLOYER agree that, for purposes of this Agreement, new hires and jobs created for the Contract (both union and nonunion) include all of EMPLOYER'S job openings and vacancies in the Washington Metropolitan Statistical Area created for the Contract as a result of internal promotions, terminations, and expansions of the EMPLOYER'S workforce.

G. This Agreement includes apprentices as defined in D.C. Official Code §§ 32-1401- 1431.

H. DOES will make every effort to work within the terms of all collective bargaining agreements to which the EMPLOYER is a party. The EMPLOYER will provide DOES with written documentation that the EMPLOYER has provided the representative of any collective bargaining unit involved with this Contract a copy of this Agreement and has requested comments or objections. If the representative has any comments or objections, the

EMPLOYER will promptly provide them to DOES.

I. EMPLOYER with a contract with the District of Columbia government to perform construction, renovation work, or information technology work with a single contract, or cumulative contracts, of at least $500,000, within a 12-month period will be required to register an apprenticeship program with the District of Columbia Apprenticeship Council as required by DC Code 32-1431.

J. If, during the term of this Agreement, the EMPLOYER should transfer possession of all or a portion of its business concerns affected by this Agreement to any other party by lease, sale, assignment, merger, or otherwise this First Source Agreement shall remain in full force and effect and transferee shall remain subject to all provisions herein. In addition, the EMPLOYER as a condition of transfer shall:

1. Notify the party taking possession of the existence of this EMPLOYER'S First Source Employment Agreement.

2. Notify DOES within seven (7) business days of the transfer. This notice will include the name of the party taking possession and the name and telephone of that party's representative.

K. The EMPLOYER and DOES may mutually agree to modify this Agreement. Any modification shall be in writing, signed by the EMPLOYER and DOES, and attached to the original Agreement.

L. To the extent that this Agreement is in conflict with any federal labor laws or governmental regulations, the federal laws or regulations shall prevail.

III. TRAINING

A. DOES and the EMPLOYER may agree to develop skills training and on-the-job training programs as approved by DOES; the training specifications and cost for such training will be mutually agreed upon by the EMPLOYER and DOES and will be set forth in a separate Training Agreement.

IV. RECRUITMENT

A. The Employer shall complete a Revised Employment Plan that will include the information outlined in Section I.O.

B. The EMPLOYER shall register and post all job vacancies with the Job Bank Services of DOES at www.dcnetworks.org for a minimum of 10 calendar days. Should Employer need assistance posting job vacancies, Employer may contact Job Bank Services at (202) 698-6001.

C. The EMPLOYER shall notify DOES of all new jobs created for the Contract within at least seven (7) business days (Monday - Friday) of the EMPLOYER'S identification/creation of the new jobs. The Notice of New Job Creation shall include the number of employees needed by job title, qualifications and specific skills required to perform the job, hiring date, rate of pay, hours of work, duration of employment, and a description of the work to be performed. This must be done before using any other referral source.

D. Job openings to be filled by internal promotion from the EMPLOYER'S current workforce shall be reported to DOES for placement and referral, if the job is newly created. EMPLOYER shall provide DOES a Notice of New Job Creation that details such promotions in accordance with Section IV.B.

E. The EMPLOYER shall submit to DOES, prior to commencing work on the Contract, a list of current employees that includes the name, Social Security Number, and residency status of all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Contract. All EMPLOYER information reviewed or gathered, including Social Security Numbers, as a result of DOES' monitoring and enforcement activities will be held confidential in accordance with all District and federal confidentiality and privacy laws and used only for the purposes that it was reviewed or gathered.

V. REFERRAL

A. DOES will screen applicants through carefully planned recruitment and training events and provide the EMPLOYER with a list of qualified applicants according to the number of employees needed by job title, qualifications and specific skills required to perform the job, hiring date, rate of pay, hours of work, duration of employment, and a description of the work to be performed as supplied by the EMPLOYER in its Notice of New Job Creation set forth above in Section IV.B.

B. DOES will notify the EMPLOYER of the number of applicants DOES will refer, prior to the anticipated hiring dates.

VI. PLACEMENT

A. The EMPLOYER shall in good faith, use reasonable efforts to select its new hires or employees from among the qualified applicants referred by DOES. All hiring decisions are made by the EMPLOYER.

B. In the event that DOES is unable to refer qualified applicants meeting the EMPLOYER'S established qualifications, within seven (7) business days (Monday - Friday) from the date of notification from the EMPLOYER, the EMPLOYER will be free to directly fill remaining positions for which no qualified applicants have been referred. However, EMPLOYER shall still be required to meet the First Source hiring requirements for all new jobs created by the Contract.

C. After the EMPLOYER has selected its employees, DOES is not responsible for the employees' actions and the EMPLOYER hereby releases DOES, and the Government of the District of Columbia, the District of Columbia Municipal Corporation, and the officers and employees of the District of Columbia from any liability for employees' actions.

VII. REPORTING REQUIREMENTS

A. EMPLOYER with Contracts receiving government assistance valued at $300,000 or more shall hire DC residents for at least 51% of all new jobs created by the contract and 35% of all apprenticeship hours worked in connection with the Contract shall be worked by DC residents registered in programs approved by the District of Columbia Apprenticeship Council.

B. EMPLOYER shall register in the First Source Online Registration and Reporting System for electronic submission of all monthly Contract Compliance data, payroll records and any other

documents required by DOES for reporting and monitoring.

C. EMPLOYER shall submit to the Department of Employment Services each month from the start of the contract a hiring compliance report for the contract that includes the following Contract Compliance data:
    1. Number of new job openings created/available;
    2. Number of new job openings listed with DOES, or any other District Agency;
    3. Number of DC residents hired for new jobs;
    4. Number of employees transferred to the Contract;
    5. Number of DC residents transferred to the Contract;
    6. Direct or indirect labor cost associated with the Contract;
    7. Each employee's name, job title, Social Security Number, hire date, residence, and referral source;
    8. Number of apprenticeship hours worked;
    9. Number of apprenticeship hours worked by DC residents; and
    10. Workforce statistics throughout the entire Contract tenure.

D. Monthly, EMPLOYER must electronically submit the Contract Compliance data to DOES. EMPLOYER is also required to make payroll and employment records available to DOES as a part of compliance monitoring, upon request.

VIII. FINAL REPORT AND GOOD FAITH EFFORTS

A. With the submission of the final request for payment from the Contracting Agency, the EMPLOYER shall:

    1. Document in a report to DOES its compliance with the hiring percentage requirements for all new jobs created by the Contract and the percentages of DC residents employed in all Job Classifications, for each area of the Contract; or

    2. Submit to DOES a request for a waiver of the hiring percentage requirements for all new jobs created by the Contract that will include the following documentation:

        a. Documentation supporting EMPLOYER'S good faith effort to comply;
        b. Referrals provided by DOES and other referral sources; and
        c. Advertisement of job openings listed with DOES and other referral sources.

B. DOES may waive the hiring percentage requirements for all new jobs created by the Contract, and/or the required percentages of DC residents in all Job Classifications areas on the Contract, if DOES finds that:

    1. DOES certified that Beneficiary or EMPLOYER demonstrated a good faith effort to comply, as set forth in Section VIII.C.; or

    2. EMPLOYER is located outside the Washington Metropolitan Statistical Area and none of the contract work is performed inside the Washington Metropolitan Statistical Area; or

    3. The beneficiary published each job opening or part-time work needed for 7 calendar days in a District newspaper of city-wide circulation; and

4. DOES certified that there are insufficient numbers of DC residents in the labor market possessing the skills required by the EMPLOYER for the positions created as a result of the Contract.

5. EMPLOYER entered into a special workforce development training or placement arrangement with DOES or with the District of Columbia Workforce Intermediary.

C. DOES shall consider documentation of the following when making a determination of a good-faith effort to comply:

1. DOES has certified that there are insufficient number of District residents in the labor market possessing the skills required by the Employer for the positions created as a result of the Project;

2. Whether the EMPLOYER posted the jobs on the DOES job website for a minimum of ten (10) calendar days;

3. Whether the EMPLOYER advertised each job opening in a District newspaper with city-wide circulation for a minimum of seven (7) calendar days;

4. Whether the EMPLOYER advertised each job opening in special interest publications and on special interest media for a minimum of seven (7) calendar days;

5. Whether the EMPLOYER hosted informational/recruiting or hiring fairs;

6. Whether the EMPLOYER contacted churches, unions, and/or additional Workforce Development Organizations;

7. Whether the EMPLOYER interviewed employable candidates;

8. Whether the EMPLOYER created or participated in a workforce development program approved by DOES;

9. Whether the EMPLOYER created or participated in a workforce development program approved by the District of Columbia Workforce Intermediary;

10. Whether the EMPLOYER substantially complied with the relevant monthly reporting requirements set forth in this section;

11. Whether the EMPLOYER has submitted and substantially complied with its most recent employment plan that has been approved by DOES; and

12. Any additional documented efforts.

IX. MONITORING

A. DOES is the District agency authorized to monitor and enforce the requirements of the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Official Code §§ 2-219.01 – 2.219.), and relevant provisions of the Apprenticeship Requirements Amendment Act of 2004 (D.C. Official Code § 2-219.03 and § 32-1431). As a part of monitoring and enforcement, DOES may require and EMPLOYER shall grant access to Contract sites, employees, and documents.

B. EMPLOYER'S noncompliance with the provisions of this Agreement may result in the imposition of penalties.

C. All EMPLOYER information reviewed or gathered, including Social Security Numbers, as a result of DOES' monitoring and enforcement activities will be held confidential in accordance with all District and federal confidentiality and privacy laws and used only for the purposes that it was reviewed or gathered.

D. DOES shall monitor all Contracts as authorized by law. DOES will:

1. Review all contract controls to determine if the Beneficiary or EMPLOYER, including any Contractors or Subcontractors, are subject to the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011.

2. Notify stakeholders and company officials and establish meetings to provide technical assistance involving the First Source process.

3. Make regular site visits to determine if the EMPLOYER or Subcontractor's workforce is in concurrence with the submitted Agreement and Monthly Compliance Reports.

4. Inspect and copy payroll, personnel records and any other records or information necessary to ensure the required workforce utilization is in compliance with the First Source Law.

5. Conduct desk reviews of *Monthly Compliance Reports*.

6. Educate EMPLOYERS about additional services offered by DOES, such as On-the-Job Training programs and tax incentives for EMPLOYERS who hire from certain categories.

7. Monitor and complete statistical reports that identify the overall Contract, Employer, contractor, and subcontractors' hiring.

8. Provide formal notification of non-compliance with the required hiring or any alleged breach of the First Source Law to all contracting agencies, and stakeholders.

X. PENALTIES

A. Willful Breach of the Agreement by the EMPLOYER, failure to submit the contract compliance reports, deliberate submission of falsified data may result in DOES imposing a fine of 5% of the total amount of the direct and indirect labor costs of the contract, in addition to other penalties provided by law. Failure to meet the required hiring requirements or failure to receive good faith waiver may result in the Department of Employment Services imposing a penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the beneficiary fail to meet the hiring requirements.

B. EMPLOYERS who have been found in violation two (2) times or more over a 10-year period may be debarred and/or deemed ineligible for consideration for Contracts for a period of five (5) years.

C. Appeals of violations or fines will be filed with the Contract Appeals Board.

I hereby certify that I have the authority to bind the EMPLOYER to this Agreement from the start of work on the Contract throughout the duration of the Contract.

By:

_____ _____

EMPLOYER Senior Official (Print) Date

_____

EMPLOYER Senior Official (Signature)

_____

Name of Company

_____

_____

Address

_____

Telephone

_____

Email

_____ _____

Signature Department of Employment Service Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA

REVISED EMPLOYMENT PLAN

Contracts over $5 Million Only

I. REVISED FIRST SOURCE EMPLOYMENT PLAN

GOVERNMENT-ASSISTED PROJECT/CONTRACT INFORMATION

DISTRICT CONTRACTING AGENCY: _____
CONTRACTING OFFICER: _____
TELEPHONE NUMBER: _____
TOTAL CONTRACT AMOUNT: _____
EMPLOYER CONTRACT AMOUNT: _____
PROJECT NAME: _____
PROJECT ADDRESS: _____
CITY:_____STATE:__ZIP CODE: _____
PROJECT DESCRIPTION OF WORK:_____
_____
PROJECT START DATE:_____PROJECT END DATE: _____
EMPLOYER START DATE:_____EMPLOYER END DATE: _____

EMPLOYER INFORMATION

EMPLOYER NAME: _____
COMPANY NAME: _____
EMPLOYER ADDRESS: _____
CITY:_____STATE:_____ZIP CODE: _____
TELEPHONE NUMBER:_____FEDERAL IDENTIFICATION NO.:_____
CONTACT PERSON: _____
TITLE: _____
E-MAIL:_____TELEPHONE NUMBER: _____
EMPLOYER DESCRIPTION OF WORK:_____
_____

ARE YOU A SUBCONTRACTOR YES ☐ NO ☐
IF YES, NAME OF PRIME CONTRACTOR:_____

PRIME CONTRACTOR WILL MEET HOURS WORKED PERCENTAGES REQUIREMENTS
FOR ENTIRE PROJECT ☐ OR PER EACH SUBCONTRACTOR ☐

II. EMPLOYMENT HOURS TO BE WORKED PROJECTIONS

First Source law requires EMPLOYERS (winning bidders) to submit a revised Employment Plan.

A. For construction projects receiving $5 million or more in government assistance, Employers to provide projection of the total number of hours to be worked on the project by trade.

JOURNEY WORKER

Provide a projection of the total number of journey worker hours, by trade, to be worked on the project or contract and the total number of journey worker hours, by trade, to be worked by District residents.

This page to be completed by Employer

_____
Employer Initials

Projection of Total Number of Journey Worker Hours	Trade	Projection of Total Number of Journey Worker Hours by DC Residents *(First Source Law requires 20%)*

APPRENTICE
Provide a projection of the total number of apprentice hours, by trade, to be worked on the project or contract and the total number of apprentice hours, by trade, to be worked by District residents.

Projection of Total Number of Apprentice Hours	Trade	Projection of Total Number of Apprentice Hours by DC Residents *(First Source Law requires 60%)*

SKILLED WORKER
Provide a projection of the total number of skilled laborer hours, by trade, to be worked on the project or contract and the total number of skilled laborer hours, by trade, to be worked by District residents.

Projection of Total Number of Skilled Labor Hours	Trade	Projection of Total Number of Skilled Labor Hours by DC Residents *(First Source Law requires 51%)*

COMMON LABORER
Provide a projection of the total number of common laborer hours to be worked on the project or contract and the total number of common laborer hours to be worked by District residents.

Projection of Total Number of Common Laborer Hours	Trade	Projection of Total Number of Common Laborer Hours by DC Residents *(First Source Law requires 70%)*

This page to be completed by Employer _____
Employer Initials

B. EMPLOYMENT HIRING PROJECTIONS

ALL EMPLOYERS:

Please indicate ALL new position(s) you will create as a result of the project. If you WILL NOT be creating any new employment opportunities, please complete the attached justification sheet with an explanation. Attach additional sheets as needed.

JOB TITLE		# OF JOBS F/T P/T	SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE
A					
B					
C					
D					
E					
F					
G					
H					
I					
J					
K					

This page to be completed by Employer

_____
Employer Initials

C. JUSTIFICATION SHEET: Please provide a detailed explanation of why the Employer will not have any new hires on the project.

This page to be completed by Employer

_____
Employer Initials

D. EMPLOYMENT PROJECTIONS

I. Provide a timetable outlining the total hours worked by trade over the life of the project or contract and an associated hiring schedule.

II. Provide descriptions of the skill requirements by job title or position, including industry-recognized certifications required for the different positions.

III. Provide a strategy to fill the hours required to be worked by District residents, including a component on communicating these requirements to contractors and subcontractors and a component on potential community outreach partnerships with the University of the District of Columbia, the University of the District of Columbia Community College, the Department of Employment Services, Jointly Funded Apprenticeship Programs, the District of Columbia Workforce Intermediary, or other government-approved, community-based job training providers.

This page to be completed by Employer

_____
Employer Initials

D. EMPLOYMENT PROJECTIONS (Continued)

IV. A remediation strategy to ameliorate any problems associated with meeting these worked hours percentage requirements, including any problems encountered with contractors and subcontractors.

V. The designation of a senior official from the general contractor who will be responsible for implementing the hours worked percentages and reporting requirements.

VI. Provide descriptions of the health and retirement benefits that will be provided to District residents working on the project or contract.

VII. Provide a strategy to ensure that District residents who work on the project or contract receive ongoing employment and training opportunities after they complete work on the job for which they were initially hired and a review of past practices in continuing to employ District residents from one project or contract to the next.

This page to be completed by Employer _____
Employer Initials

D. EMPLOYMENT PROJECTIONS *(continued)*

VIII. Provide a strategy to hire graduates of District of Columbia Public Schools, District of Columbia Public Charter Schools, community-based job training providers, and hard-to-employ residents.

IX. Please disclose past compliance with the First Source Employment Agreement Act of 1984 or the Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011 and the Davis-Bacon Act, where applicable, and the bidder or offeror's general District-resident hiring practices on projects or contracts completed within the last two (2) years.

X. Please note that EMPLOYERS on construction projects must submit weekly certified payrolls from all subcontractors at any tier working on the project or contract, as well as make such payroll and personnel records available upon request at job sites to the contracting District of Columbia agency.

This page to be completed by Employer

Employer Initials _____

GOVERNMENT OF THE DISTRICT OF COLUMBIA

REVISED EMPLOYMENT PLAN

Once approved, this revised employment plan shall not be amended except with the approval of Department of Employment Services.

By:

_____ _____

EMPLOYER Senior Official (Print) Date

_____

EMPLOYER Senior Official (Signature)

_____

Name of Company

_____

_____

Address

_____

Telephone

_____

Email

_____ _____

Signature Department of Employment Services Date

THE LIVING WAGE ACT OF 2006

D.C. Code §§ 2-220.01 – 2-220.11

Recipients of new contracts or government assistance shall pay affiliated employees and subcontractors who perform services under the contracts no less than the current living wage.

Effective January 1, 2025 until June 30, 2025, the Living Wage rate is $17.50 per hour. Effective July 1, 2025, the District's Minimum Wage and Living Wage rates will increase to $17.95 per hour.

The requirement to pay a living wage applies to:

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

"Contract" means a written agreement between a recipient and the District government.
"Government assistance" means a grant, loan, or tax increment financing that result in a financial benefit from an agency, commission, instrumentality, or other entity of the District government.
"Affiliated employee" means any individual employed by a recipient who received compensation directly from government assistance or a contract with the District of Columbia government, including employees of the District of Columbia, any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or contract. The term "affiliated employee" does not include those individuals who perform only intermittent or incidental services with respect to the contract or government assistance or who are otherwise employed by the contractor, recipient, or subcontractor.

Certain exemptions apply: 1) Contracts or agreements subject to wage determinations required by federal law which are higher than the wage required by this Act; 2) Existing and future collecting bargaining agreements, provided that the future agreement results in employees being paid no less than the current living wage; 3) contracts for electricity, telephone, water , sewer performed by regulated utilities; 4) contracts for services needed immediately to prevent or respond to a disaster or imminent threat declared by the Mayor; 5) contracts awarded to recipients that provide trainees with services, including but not limited to case management and job readiness services, provided the trainee does not replace employees; 6) employees under 22 years of age employed during a school vacation period, or enrolled as a full-time student who works less than 25 hours per week; 7) tenants or retail establishments that occupy property constructed or improved by government assistance, provided there is no receipt of direct District government assistance; 8) employees of nonprofit organizations that employ not more than 50 individuals and qualify for 501(c)(3) status; 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 persons with intellectual disabilities as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983; D.C. Code § 44-501; and 10) contracts or agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

Home Care Final Rule: The Department of Labor extended overtime protections to home care workers and workers who provide companionship services. Employers within this industry are now subject to recordkeeping provisions.

Each recipient and subcontractor of a recipient shall provide this notice to each affiliated employee covered by this notice, and shall also post this notice in a conspicuous site in its place of business. All recipients and subcontractors shall retain payroll records created and maintained in the regular course of business under District of Columbia law for a period of at least 3 years.

To file a claim, visit: Department of Employment Services, Office of Wage-Hour, 4058 Minnesota Avenue, NE, Suite 3600, Washington, D.C. 20019; call: (202) 671-1880; or file your claim on-line: does.dc.gov. Go to "File a Claim" tab.

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

MURIEL BOWSER
MAYOR

DR. UNIQUE MORRIS-HUGHES
DIRECTOR

LIVING WAGE ACT FACT SHEET

The Living Wage Act of 2006, D.C. Code §§ 2-220.01 – 2-220.11, provides that District of Columbia government contractors and recipients of government assistance (grants, loans, tax increment financing), in the amount of $100,000 or more, shall pay affiliated employees wages at no less than the current living wage rate.

Effective January 1, 2025 until June 30, 2025, the Living Wage rate is $17.50 per hour.
Effective July 1, 2025, the District's Minimum Wage and Living Wage rates will increase to $17.95 per hour.

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

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

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

1. Contracts or other agreements that are subject to higher wage level determinations required by federal law (i.e., if a contract is subject to the Service Contract Act and certain wage rates are lower than the District's current living wage, the contractor must pay the higher of the two rates);

2. Existing and future collective bargaining agreements, provided that the future collective bargaining agreement results in the employee being paid no less than the current living wage;

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

4. Contracts for services needed immediately to prevent or respond to a disaster or 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;

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

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

8. Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to Section 501 (c) (3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68 A 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 persons with intellectual disabilities as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983; D.C. Official Code § 44-501; and

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

Enforcement

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

Home Care Final Rule: The Department of Labor extended overtime protections to home care workers and workers who provide companionship services. Employers within this industry are now subject to recordkeeping provisions.

If you learn that a contractor subject to this law is not paying at least the current living wage, you should report it to the contracting officer. If you believe that your employer is subject to this law and is not paying at least the current living wage, you may file a complaint with the DOES Office of Wage - Hour, located at 4058 Minnesota Avenue, N.E. Suite 3600, Washington, D.C. 20019, call (202) 671-1880, or file your claim on-line: www.does.dc.gov. Go to "File a Claim" tab.

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

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

BIDDER/OFFEROR CERTIFICATION FORM

COMPLETION

The person(s) completing this form must be knowledgeable about the bidder's/offeror's business and operations.

RESPONSES

Every question must be answered. Each response must provide all relevant information that can be obtained within the limits of the law. Individuals and sole proprietors may use a Social Security number but are encouraged to obtain and use a federal Employer Identification Number (EIN). Provide any explanation at the end of the section or attach additional sheets with numbered responses. Include the bidder's/offeror's name at the top of each attached page.

GENERAL INSTRUCTIONS

This form contains four (4) sections. Section I concerns the bidder's/offeror's responsibility; Section II includes additional required certifications; Section III relates to Domestic Preferences (if applicable); and Section IV requires the bidder's/offeror's signature.

SECTION I. BIDDER/OFFEROR RESPONSIBILITY CERTIFICATIONS

***Instructions for Section I:** Section I contains seven (7) parts. Part 1 requests information concerning the bidder's/offeror's business entity. Part 2 inquires about current or former owners, partners, directors, officers or principals. Part 3 relates to the responsibility of the bidder's/offeror's business. Part 4 concerns the bidder's/offeror's business certificates and licenses. Part 5 inquires about legal proceedings. Part 6 relates to the bidder's/offeror's financial and organizational status. Part 7 relates to disclosures under the District of Columbia Freedom of Information Act (FOIA).*

PART 1: BIDDER/OFFEROR INFORMATION

Legal Business Entity Name:	Solicitation #:	
Address of the Principal Place of Business (street, city, state, zip code):	Telephone # and ext.:	Fax #:
Email Address:	Website:	

Additional Legal Business Entity Identities: If applicable, list any other DBA, Trade Name, Former Name, Other Identity and EIN used in the last five (5) years and the status (active or inactive).

Type:	Name:	EIN:	Status:

1.1 Business Type (Please check the appropriate box and provide additional information if necessary.):

☐ Corporation (including PC)	Date of Incorporation:
☐ Joint Venture	Date of Organization:
☐ Limited Liability Company (LLC or PLLC)	Date of Organization:
☐ Nonprofit Organization	Date of Organization:
☐ Partnership (including LLP, LP or General)	Date of Registration or Establishment:
☐ Sole Proprietor	How many years in business?:
☐ Other	Date established?:

If "Other," please explain:

1.2 Was the bidder's/offeror's business formed or incorporated in the District of Columbia?	☐ Yes ☐ No

If "No" to Subpart 1.2, provide the jurisdiction where the bidder's/offeror's business was formed or incorporated. Attach a Certificate or Letter of Good Standing from the applicable jurisdiction and a certified Application for Authority from the District, or provide an explanation if the documents are not available.

State _____ Country _____

1.3 Please provide a copy of each District of Columbia license, registration or certification that the bidder/offeror is required by law to obtain (other than those provided in Subpart 1.2). If the bidder/offeror is not providing a copy of its license, registration or certification to transact business in the District of Columbia, it shall either:

(a) Certify its intent to obtain the necessary license, registration or certification prior to contract award; or

(b) Explain its exemption from the requirement.

PART 2: INDIVIDUAL RESPONSIBILITY

***Additional Instructions for Section I, Parts 2 through 8:** Provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).*

Within the past five (5) years, has any current or former owner, partner, director, officer, principal or any person in a position involved in the administration of funds, or currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the bidder/offeror with any government entity:

2.1 Been sanctioned or proposed for sanction relative to any business or professional permit or license?	☐ Yes ☐ No
2.2 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	☐ Yes ☐ No
2.3 Been proposed for suspension or debarment?	☐ Yes ☐ No
2.4 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	☐ Yes ☐ No
2.5 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or a plea bargain for: (a) Any business-related activity; or (b) Any crime the underlying conduct of which was related to truthfulness?	☐ Yes ☐ No
2.6 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract?	☐ Yes ☐ No

Please provide an explanation for each "Yes" in Part 2.

PART 3: BUSINESS RESPONSIBILITY

Within the past five (5) years, has the bidder/offeror:

3.1 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	☐ Yes ☐ No
3.2 Been proposed for suspension or debarment?	☐ Yes ☐ No
3.3 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	☐ Yes ☐ No
3.4 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or plea bargain for: (a) Any business-related activity; or (b) Any crime the underlying conduct of which was related to truthfulness?	☐ Yes ☐ No
3.5 Been disqualified or proposed for disqualification on any government permit or license?	☐ Yes ☐ No
3.6 Been denied a contract award or had a bid or proposal rejected based upon a non-responsibility finding by a government entity?	☐ Yes ☐ No
3.7 Had a low bid or proposal rejected on a government contract for failing to make good faith efforts on any Certified Business Enterprise goal or statutory affirmative action requirements on a previously held contract?	☐ Yes ☐ No
3.8 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract?	☐ Yes ☐ No

Please provide an explanation for each "Yes" in Part 3.

PART 4: CERTIFICATES AND LICENSES

4.1 Within the past five (5) years, has the bidder/offeror had a denial, decertification, revocation or forfeiture of District of Columbia certification of any Certified Business Enterprise or federal certification of Disadvantaged Business Enterprise status for other than a change of ownership?	☐ Yes ☐ No

Please provide an explanation for "Yes" in Subpart 4.1.

4.2 Please provide a copy of the bidder's/offeror's District of Columbia Office of Tax and Revenue Tax Certification Affidavit.

PART 5: LEGAL PROCEEDINGS

Within the past five (5) years, has the bidder/offeror:

5.1 Had any liens or judgments (not including UCC filings) over $25,000 filed against it which remain undischarged? ☐ Yes ☐ No

If "Yes" to Subpart 5.1, provide an explanation of the issue(s), relevant dates, the Lien Holder or Claimant's name, the amount of the lien(s) and the current status of the issue(s).

5.2 Had a government entity find a willful violation of District of Columbia compensation or prevailing wage laws, the Service Contract Act or the Davis-Bacon Act? ☐ Yes ☐ No

5.3 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful? ☐ Yes ☐ No

Please provide an explanation for each "Yes" in Part 5.

PART 6: FINANCIAL AND ORGANIZATIONAL INFORMATION

6.1 Within the past five (5) years, has the bidder/offeror received any formal unsatisfactory performance assessment(s) from any government entity on any contract? ☐ Yes ☐ No

If "Yes" to Subpart 6.1, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).

6.2 Within the past five (5) years, has the bidder/offeror had any liquidated damages assessed by a government entity over $25,000? ☐ Yes ☐ No

If "Yes" to Subpart 6.2, provide an explanation of the issue(s), relevant dates, the government entity involved, the amount assessed and the current status of the issue(s).

6.3 Within the last seven (7) years, has the bidder/offeror initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending? ☐ Yes ☐ No

If "Yes" to Subpart 6.3, provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "initiated," "pending" or "closed".

6.4 During the past three (3) years, has the bidder/offeror failed to file a tax return or pay taxes required by federal, state, District of Columbia or local laws? ☐ Yes ☐ No

If "Yes" to Subpart 6.4, provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the bidder/offeror failed to file/pay and the current status of the tax liability.

6.5 During the past three (3) years, has the bidder/offeror failed to file a District of Columbia unemployment insurance return or failed to pay District of Columbia unemployment insurance? ☐ Yes ☐ **No**

If "Yes" to Subpart 6.5, provide the years the bidder/offeror failed to file the return or pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).

6.6 During the past three (3) years, has the bidder/offeror failed to comply with any payment agreement with the Internal Revenue Service, the District of Columbia Office of Tax and Revenue and the Department of Employment Services? ☐ Yes ☐ No

If "Yes" to Subpart 6.6, provide the years the bidder/offeror failed to comply with the payment agreement, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).

6.7 Indicate whether the bidder/offeror owes any outstanding debt to any state, federal or District of Columbia government. ☐ Yes ☐ No

If "Yes" to Subpart 6.7, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).

6.8 During the past three (3) years, has the bidder/offeror been audited by any government entity? ☐ Yes ☐ No

(a) If "Yes" to Subpart 6.8, did any audit of the bidder/offeror identify any significant deficiencies in internal controls, fraud or illegal acts; significant violations of provisions of contract or grant agreements; significant abuse; or any material disallowance? ☐ Yes ☐ No

(b) If "Yes" to Subpart 6.8(a), provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).

PART 7: FREEDOM OF INFORMATION ACT (FOIA)

7.1 Indicate whether the bidder/offeror asserts that any information provided in response to a question in Section I is exempt from disclosure under the District of Columbia Freedom of Information Act (FOIA), effective March 25, 1977 (D.C. Law 1-96; D.C. Code §§ 2-531, *et seq* .). Include the question number(s) and explain the basis for the claim. (The District will determine whether such information is, in fact, exempt from FOIA at the time of request for disclosure under FOIA.) ☐ Yes ☐ No

SECTION II. ADDITIONAL REQUIRED BIDDER/OFFEROR CERTIFICATIONS

Instructions for Section II: Section II contains ten (10) parts. Part 1 requests information concerning ethical obligations. Part 2 applies to the bidder/offeror's pricing. Part 3 relates to equal employment opportunity and human rights requirements. Part 4 relates to First Source Act requirements. Part 5 relates to employment eligibility requirements. Part 6 relates to Language Access Act requirements. Part 7 relates to conflicts of interest. Part 8 relates to subcontracting obligations. Part 9 relates to special requirements related to the Campaign Finance Reform obligations. Part 10 relates to any pending litigation against the District.

PART 1. ETHICAL OBLIGATIONS

1.1 The bidder/offeror certifies that it has not provided, directly or indirectly, any gift, gratuity, favor, discount, or other thing of value to an officer or employee of the District of Columbia in order to affect, directly or indirectly, the decision to award this contract.

1.2 The District requires disclosure of any officer or employee of the District of Columbia that may benefit from this contract. Accordingly, the following officer or employee may benefit from this contract:

(a) _____

(b) _____

PART 2: INDEPENDENT PRICE DETERMINATION REQUIREMENTS

The bidder/offeror certifies that:

2.1 The signature of the bidder/offeror is considered to be a certification by the signatory that:

(a) The contract prices have been arrived at independently without, for the purpose of restricting competition, any consultation, communication or agreement with any bidder/offeror or competitor related to:

(i) Those prices;

(ii) The intention to submit a bid/proposal; or

(iii) The methods or factors used to calculate the prices in the contract.

(b) The prices in this contract have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid/proposal opening unless otherwise required by law; and

(c) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

2.2 The signature on the bid/proposal is considered to be a certification by the signatory that the signatory:

(a) Is the person in the bidder's/offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above; or

(b) Has been authorized, in writing, to act as an agent for the following principal in certifying that the principal has not participated, and will not participate, in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above:

_____

[Insert full name of person(s) in the organization responsible for determining the prices offered in this contract and the title of his or her position in the bidder's/offeror's organization]

(i) As an authorized agent, certifies that the principals named in subparagraph 2.2(b) above have not participated, and will not participate, in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above; and

(ii) As an agent, has not participated and will not participate in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above.

2.3 If the bidder/offeror deletes or modifies subparagraph 2.1(b) above, the bidder/offeror must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

PART 3: EQUAL OPPORTUNITY AND HUMAN RIGHTS OBLIGATIONS

3.1 The bidder/offeror certifies that it will abide by the D.C. Human Rights Act of 1977, as amended, D.C. Code § 2-1401.01 et seq., including its prohibitions on sexual harassment. The bidder/offeror certifies that it is fully aware of the contents of Mayor's Order 85-85, Mayor's Order 2017-313, Mayor's Order 2023-131, and the Office of Human Rights' regulations in Chapter 11 of title 4 of the DCMR, and agrees to comply with them while performing this contract.

PART 4: FIRST SOURCE OBLIGATIONS

4.1 The bidder/offeror certifies that it is fully aware of the requirements of the First Source Employment Agreement Act of 1984, as amended, D.C. Code §§ 2-219.01 *et seq*., and agrees to enter into a First Source Employment Agreement with the Department of Employment Services if awarded any contract valued at $300,000 or more which receives funds or resources from the District, or funds or resources which, in accordance with a federal grant or otherwise, is administered by the District government.

4.2 The bidder/offeror certifies that the Initial Employment Plan submitted with its bid or proposal is true and accurate.

PART 5: EMPLOYMENT ELIGIBILITY OBLIGATIONS

5.1 The bidder/offeror certifies that it has verified the identity and employment eligibility of all of its employees.

PART 6: LANGUAGE ACCESS OBLIGATIONS

6.1 For contracts where the contracting agency is a "covered entity" or "covered entity with major public contact" as defined in Sections 2(2) and 2(3) of the Language Access Act of 2004 (D.C. Code § 2-1931(2) and § 2-1931(3)), the bidder/offeror certifies that it will comply with Language Access compliance requirements of the contracting agency while performing this contract.

PART 7: CONFLICTS OF INTEREST

7.1 The bidder/offeror certifies that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its obligations under the contract.

PART 8: SUBCONTRACTING OBLIGATIONS

8.1 The bidder/offeror certifies that it has verified with the Department of Small and Local Business Development (DSLBD) the current certifications of its proposed certified business enterprise (CBE) subcontractors.

8.2 The bidder/offeror certifies that it has verified with the Department of Licensing and Consumer Protection (DLCP), and any other licensing authority, that its proposed subcontractors possess all applicable licenses and permits required to perform the work.

PART 9: CAMPAIGN FINANCE REFORM OBLIGATIONS

9.1 The bidder/offeror certifies that it has not been determined by the Campaign Finance Board to be in violation of D.C. Code § 1-1163.34a.

9.2 The bidder/offeror certifies that it currently is not and will not be in violation of D.C. Code § 1-1163.34a.

PART 10: PENDING LITIGATION AGAINST THE DISTRICT

10.1(a) Does the bidder/offeror have any pending litigation against the District of Columbia, its current or former officers, agents, employees, agencies, or departments? ☐ Yes ☐ No

10.1(b) If "Yes" to Subpart 10.1(a), provide a description of the pending matter(s) and the current status of each.

SECTION III. DOMESTIC PREFERENCE CERTIFICATIONS

Instructions for Section III: Section III contains three (3) parts which should be completed by all bidders/offerors..

PART 1: BUY AMERICAN ACT COMPLIANCE (Applies if the bidder/offeror will provide goods to the District that are subject to the requirements of the Buy American Act)

1.1 In accordance with 41 USC 8301 *et. seq* . and implementing regulations, the bidder/offeror certifies that each end product, except the end products listed below, is a domestic end product. ☐ Yes ☐ No ☐ **N/A**

_____ EXCLUDED END PRODUCTS

_____ COUNTRY OF ORIGIN

PART 2: FHWA BUY AMERICA ACT COMPLIANCE (Applies to FHWA-funded construction contracts)

2.1 In accordance with 23 CFR 635.410(b), the bidder/offeror certifies that only steel or iron materials manufactured in the United States will be used for permanent incorporation on the project. ☐ Yes ☐ No ☐ **N/A**

PART 3: BUY AMERICAN ACT COMPLIANCE (Applies to locally-funded construction contracts)

3.1 In accordance with 41 USC 8301 *et. seq* . and implementing regulations, the bidder/offeror certifies that only construction materials manufactured in the United States will be used on the project. ☐ Yes ☐ No ☐ N/A

SECTION IV. CERTIFICATION

Instruction for Section IV: This section must be completed by all bidder/offerors.

I, [ ], as the person authorized to sign these certifications, hereby certify that the information provided in this form is true and accurate. In accordance with the requirements of section 302(c) of the Procurement Practices Reform Act of 2010 (D.C. Code § 2-353.02(c)), I shall update any response provided in this form within 60 days of a material change to a response and prior to the exercise of an option period.

Name [Print and sign]:	Telephone #:	Fax #:
Title:	Email Address:	
Date:	Contract No:	

The District of Columbia is authorized to verify the above information with appropriate government authorities. Penalty for making false statements is a fine of not more than $1,000.00, imprisonment for not more than 180 days, or both, as prescribed in D.C. Code § 22-2405. Penalty for false swearing is a fine of not more than $2,500.00, imprisonment for not more than three (3) years, or both, as prescribed in D.C. Code § 22-2404.

SBE Subcontracting Plan
FAQs & Checklist

This Checklist and FAQs are being provided to assist you in completing the SBE Subcontracting Plan. You must submit the Subcontracting Plan for all construction and non-construction contracts for government-assisted projects and for any application for a Class A Operator, Class B Operator, or Management Service Provider (MSP) license to be issued by the Office of Lottery & Gaming (OLG). You must adhere to all District laws regarding the requirements of Subcontracting Plans, the instructions on the SBE Subcontracting Plan (below), and any instructions provided by the procuring agency or OLG.

FREQUENTLY ASKED QUESTIONS

- **Who is required to complete an SBE Subcontracting Plan?**
  - All beneficiaries of construction or non-construction contracts for government-assisted projects in excess of $250,000 must submit an SBE Subcontracting Plan unless the subcontracting requirement is otherwise fully waived by the Director of the Department of Small & Local Business Development. A partial waiver still requires an SBE Subcontracting Plan.
- **What is the duration for allocating at least 35% of the contract value to SBE?**
  - For an agency contract at least 35% of the dollar volume of the contract shall be subcontracted to a qualified SBE for each performance period for the life of the contract.
- **I am a CBE Prime Contractor doing 100% of the work under my contract, am I required to complete the SBE Subcontracting Plan?**
  - If a CBE Prime is selected as a beneficiary of a construction or non-construction contract and will perform 100% of the work, subcontracting is not required. If 100% of the work is performed by the CBE Prime, it shall attest to completing 100% of the work. However, if a CBE Prime subcontracts any portion of the work, 35% of the total amount subcontracted must be with anSBE. For example, if a CBE Prime receives a contract for $1,000,000 and will perform only $900,000 of the contract, 35% of the remaining $100,000 (*i.e.*, $35,000) must be subcontracted to qualified SBEs. The SBE Subcontracting Plan, based on this example, should be completed.
- **Will DSLBD credit 100% of a CBE's subcontract towards my subcontracting goal?**
  - DSLBD will only provide credit towards your subcontracting goal for work whereby a SBE provides a commercially useful function. For example, if a Prime contractor awards a $100,000 contract to an SBE subcontractor to procure software licenses at $95,000, and the remaining $5,000 is paid to the SBE for obtaining those software licenses, only the $5,000 will be credited towards the subcontracting goal. Any pass-thru costs or other work where the SBE is not providing a commercially useful function--with its own organization and resources--will not be credited.
- **Does my SBE Subcontracting Plan have to cover all options periods of the contract or solely the current performance period?**
  - The SBE Subcontracting Plan should only include information for the current period of performance. Thus, the SBE Subcontracting Plan should not represent anticipated option periods. A new subcontracting plan must be submitted and executed before the start of each period of performance.
- **The base period of my contract was awarded during the COVID-19 Public Health Emergency (*i.e.*, March 11, 2020, through November 5, 2021). What is my subcontracting requirement for my performance periods that fall outside of those dates?**
  - If the base period of your contract was awarded during the public health emergency, you are required to maintain a 50% subcontracting requirement for all options and extensions associated with that contract unless otherwise reduced or waived by the Director of DSLBD.
- **I do not believe I can meet the required 35% or 50% subcontracting requirement. What must I do to waive this requirement?**
  - If you believe you cannot achieve the required subcontracting requirements, you should communicate this concern to the contracting officer or other procuring staff before signing your contract. Only the Director of DSLBD can waive the subcontracting requirements, and DSLBD does not retroactively approve waivers. For instance, if a contract is executed before a final determination has been rendered by DSLBD's Director, you will be required to achieve the subcontracting requirement, or the contract may be voided, pursuant to District law.
  - The contracting officer is required to submit a waiver request to DSLBD for the contract **for each period of performance**. Beneficiaries are not permitted to submit a waiver request. DSLBD does

not approve waivers retroactively; therefore, contracting officers and beneficiaries should ensure that the waiver is approved prior to executing the contract. Otherwise, the contract is **voidable** pursuant to District law.

- **Can I utilize any CBE to meet my subconctrcting requirements or does it have to be an SBE specifically?**

  If there are insufficient qualified SBEs to completely fulfill the subcontracting requirement, then the requirement may be satisfied by subcontracting a CBE; provided, that all reasonable efforts shall be made to ensure that qualified SBEs are significant participants in the overall subcontracting work.

SBE SUBCONTRACTING PLAN

INSTRUCTIONS: All construction & non-construction contracts for **government-assisted projects (agency contracts & private projects with a District subsidy)** over $250,000, shall require at least 35% of the total dollar volume of the contract (i.e., the total amount of agency contract or total private project development costs) be subcontracted to Small Business Enterprises (SBE), and if insufficient qualified SBEs to Certified Business Enterprises (CBE). The SBE Subcontracting Plan must list all SBE and CBE subcontracts at every tier. Once the SBE Subcontracting Plan is submitted for agency contracts, options, and extension, it can only be amended by the Director of the Department of Small & Local Business Development

SUBMISSION OF CBE PLAN:

- ◊ For **agency** solicitations – submit to the agency with bid/proposal.
- ◊ For **agency** options & extensions – submit to the agency before an option or extension is exercised.
- ◊ For **public-private projects** – submit to DSLBD, the agency project manager, and with each quarterly report. As private projects may not have awarded all contracts at the time the District subsidy is granted, the SBE Subcontracting Plan may be submitted simultaneously with each quarterly report and list all SBE/CBE subcontracts executed by the time of submission.

CREDIT: For each subcontract listed on the SBE Subcontracting Plan, credit will only be given for the portion of the subcontract performed, at every tier, by an SBE/CBE using *its own organization and resources*. **COPIES OF EACH FULLY EXECUTED SUBCONTRACT WITH SBEs AND CBEs (AT EVERY TIER) MUST BE PROVIDED TO RECEIVE CREDIT**.

CERTIFICATION INFORMATION: Certification as a Local Business Enterprise (**LBE**) is a prerequisite to be certified in any additional business enterprise category within the CBE Program.
The Small Business Enterprise (**SBE**) is a category of the Certification. However, not all CBEs have a Small Business Enterprise (SBE) category. If the subcontracting plan is with a CBE without the SBE category, the contract may not receive credit towards the subcontracting goal for work provided by the CBE if there were qualified SBEs that could have been utilized to completely fulfill the subcontracting requirement.

The certification number must include the **Local Business Enterprise (LBE**) and **Small Business Enterprise (SBE) categories**. i.e., Certification Number:**LS**XXXXXXXXX2026.

SUBCONTRACTING CREDIT PURSUANT D.C. LAW 24-39:
Pursuant to the Coronavirus Support Temporary Amendment Act of 2021 and the Public Emergency Extension and Eviction and Utility Moratorium Phasing Emergency Amendment Act of 2021, contracts awarded during the Public Health Emergency shall receive credit as follows:

(1) For every dollar expended by a beneficiary with a resident-owned business, the beneficiary shall receive a credit for $1.10 against the CBE minimum expenditure.
(2) For every dollar expended by a beneficiary with a disadvantaged business enterprise, the beneficiary shall receive a credit for $1.25 against the CBE minimum expenditure.
(3) For every dollar expended by a beneficiary that uses a company designated as both a disadvantaged business enterprise and as a resident-owned business, the beneficiary shall receive a maximum credit for $1.30 against the CBE minimum expenditure.

EXEMPTION: If the **Beneficiary (e.g., the Prime Contractor or Developer)** is a CBE and will perform the ENTIRE **government-assisted project** with *its own organization and resources* and will NOT subcontract any portion of the services and goods, then the CBE Beneficiary is not required to subcontract to SBEs.

SECTION 1.BENEFICIARY AND SOLICITATION/CONTRACT/SPORTS WAGERING APPLICANTINFORMATION

Section 1A. BENEFICIARY INFORMATION

Company: _____ Contact #: _____ Email address: _____

Street Address: _____ City/ State/ Zip Code: _____

Company's point of contact for agency contract, private project, or Sports Wagering Licensee:

Point of Contact: _____ Title: _____

Contact #: _____ Email address: _____

Street Address: _____

Section 1B. SOLICITATION/CONTRACT/SPORTS WAGERING APPLICANT INFORMATION

Solicitation /Contract/ApplicantNo.: _____

Agency: _____

Solicitation Due Date: _____

Total Dollar Amount of Contract: _____

Total Value of **ALL** CBE Subcontracts: _____
(*Include all lower tiers*)

Please select all the applicable subcontracting requirements for this solicitation:

☐ 35% Subcontracting Requirement
☐ 50% Subcontracting Requirement
☐ DSLBD approved an adjusted subcontracting requirement:
- Adjusted Subcontracting Requirement: ____%

I affirm that the value of all my CBE Subcontracts meets or exceeds the subcontracting requirement required under this solicitation or contract. Further, I understand that DSLBD will only provide credit towards my SBE Subcontracting Requirement for work whereby a CBE provided a commercially useful function with its own organization and resources.

☐ I AGREE
☐ I DISAGREE

Section 1C. CBE BENEFICIARY (ONLY COMPLETE IF THE BENEFICIARY IS A CERTIFIED BUSINESS ENTERPRISE)

If the Beneficiary is a Certified Business Enterprise, select all that apply and provide the following information:

☐ I am a CBE that **WILL** perform 100% of the contracting effort with my own organization and resources and will not subcontract any portion of the contract. Therefore, I am NOT required to submit an SBE Subcontracting Plan that demonstrates subcontracting.

☐ I am a CBE that **WILL NOT** perform 100% of the contracting effort with my own organization and resources and will subcontract a portion of the contract. Therefore, I understand I am required to submit an SBE Subcontracting Plan (located in Section on 2) that demonstrates that the required subcontracting amount, as indicated above, will go to qualified CBEs.

Please include the percentage of the contract the CBE Prime will perform under the contract or project.
- The CBE Prime will self-perform ____% of the contract's total dollar volume of the contract or project.

Please provide the current CBE Certification Number of the CBE Prime.
- CBE Certification No. _____

BENEFICIARY ATTESTATION

I declare, certify, verify, attest, and state under penalty of perjury that the information provided above is true and correct to the best of my knowledge and belief. Pursuant to D.C. Official Code § 22-2402, I understand that a person convicted of perjury shall be fined not more than $5,000 or imprisoned for not more than 10 years, or both. I understand that any false or fraudulent statement that I provide or assert may be grounds for revocation of my CBE registration pursuant to D.C. Official Code § 2-218.63. Further, a Prime Contractor, Developer, CBE, Certified Joint Venture, or Sports Wagering Licensee that fails to comply with the requirements of the Small and Certified Business Enterprise Development and Assistance Amendment Act of 2005, as amended, (D.C. Law 20-108) (the "Act"), shall be subject to penalties as outlined in the Act.

PRINT NAME: _____ SIGNATURE: _____

JOB TITLE: _____ DATE: _____

Section 2. SBE/CBE SUBCONTRACTORS (FOR EACH TIER):

CBE Subcontractor Company Name	Address	Certification No.	Price to be paid to the CBE Subcontractor	Description of subcontract scope of work to be performed that shall be for a commercially useful function by the CBE

SBE/CBE Point of Contact:	CBE Subcontractor Self-Performance Indicator:
Name: _____ Title: _____ Telephone Number: _____ Email Address: _____	☐ This CBE will perform the ENTIRE subcontract with its own organization and resources. ☐ This CBE will subcontract a portion of the subcontract and will perform ____% of the subcontract's total dollar volume. **NOTE: If the CBE will not self-perform 100% of the subcontract, it must list each lower-tier CBE subcontractor below.**

LOWER TIER CBE Subcontractor Name	Address	Certification No.	Price to be paid to the CBE Subcontractor	Description of subcontract scope of work to be performed that shall be for a commercially useful function by the CBE	Tier (e.g., 1st, 2nd, 3rd, 4th, etc.)
			$		
			$		
			$		
			$		
			$		

CBE Subcontractor Company Name	Address	Certification No.	Price to be paid to the CBE Subcontractor	Description of subcontract scope of work to be performed that shall be for a commercially useful function by the CBE

SBE/CBE Point of Contact:	CBE Subcontractor Self-Performance Indicator:
Name: _____ Title: _____ Telephone Number: _____ Email Address: _____	☐ This CBE will perform the ENTIRE subcontract with its own organization and resources. ☐ This CBE will subcontract a portion of the subcontract and will perform ____% of the subcontract's total dollar volume. **NOTE: If the CBE will not self-perform 100% of the subcontract, it must list each lower-tier CBE subcontractor below.**

LOWER TIER CBE Subcontractor Name	Address	Certification No.	Price to be paid to the CBE Subcontractor	Description of subcontract scope of work to be performed that shall be for a commercially useful function by the CBE	Tier (e.g., 1st, 2nd, 3rd, 4th, etc.)
			$		
			$		
			$		
			$		
			$		

CBE Subcontractor Company Name	Address	Certification No.	Price to be paid to the CBE Subcontractor	Description of subcontract scope of work to be performed that shall be for a commercially useful function by the CBE

SBE/CBE Point of Contact:	CBE Subcontractor Self-Performance Indicator:
Name: _____ Title: _____ Telephone Number: _____ Email Address: _____	☐ This CBE will perform the ENTIRE subcontract with its own organization and resources. ☐ This CBE will subcontract a portion of the subcontract and will perform ____% of the subcontract's total dollar volume. **NOTE: If the CBE will not self-perform 100% of the subcontract, it must list each lower-tier CBE subcontractor below.**

LOWER TIER CBE Subcontractor Name	Address	Certification No.	Price to be paid to the CBE Subcontractor	Description of subcontract scope of work to be performed that shall be for a commercially useful	Tier (e.g., 1st, 2nd, 3rd, 4th, etc.)

				function by the CBE	
			$		
			$		
			$		
			$		
			$		

CBE Subcontractor Company Name	Address	Certification No.	Price to be paid to the CBE Subcontractor	Description of subcontract scope of work to be performed that shall be for a commercially useful function by the CBE

SBE/CBE Point of Contact:

Name:

Title:

Telephone Number:

Email Address:

CBE Subcontractor Self-Performance Indicator:

☐ This CBE will perform the ENTIRE subcontract with its own organization and resources.
☐ This CBE will subcontract a portion of the subcontract and will perform ____% of the subcontract's total dollar volume.
NOTE: If the CBE will not self-perform 100% of the subcontract, it must list each lower-tier CBE subcontractor below.

LOWER TIER CBE Subcontractor Name	Address	Certification No.	Price to be paid to the CBE Subcontractor	Description of subcontract scope of work to be performed that shall be for a commercially useful function by the CBE	Tier (e.g., 1st, 2nd, 3rd, 4th, etc.)
			$		
			$		
			$		
			$		
			$		

AGENCY CONTRACT AWARD

Agency: _____
Prime Contractor: _____
Contract Number: _____
Date SBE Subcontracting Plan Accepted: _____
Date agency contract signed: _____

Anticipated Start Date of Contract: _____
Anticipated End Date of Contract: _____

Total Dollar Amount of Contract: $_____

**Design-Build must include total contract amount for both design and build phase of the project.*

35% of the Total Contract Amount: $_____

35% of the Applicable Performance Period: $_____

50% of Total Dollar Amount of Contract: $_____
(pursuant to D.C. Law 24-39)

Total Amount of All SBE/CBE Subcontracts: $_____
(include every tier)

(✓ if applies)
☐ Base Period Contract – Option/Extension Period: _____
☐ Multi-year Contract
First Year (Period) of Contract: _____
Current Year (Period) of Contract: _____
☐ Design-Build – Date of Guaranteed Contract: _____

☐ Check if prime contractor is a CBE and will perform the ENTIRE government-assisted project (agency contract) with *its own organization and resources and NOT subcontract any portion of the services or goods.*

PRIVATE PROJECT SUBSIDY AWARD

Agency Providing Subsidy: _____
District Subsidy: _____
Developer: _____
Amount of District Subsidy: _____
Date District Subsidy Provided/ contract signed: _____

Anticipated Start Date of Project: _____
Anticipated End Date of Project: _____

Project Name: _____
Project Address: _____

Total Development Project Budget: $_____
(include pre-construction and construction costs)

35% of the Total Development Project Budget: $_____

50% of Total Dollar Amount of Contract: $_____
(pursuant to D.C. Law 24-39)

Total Amount of All SBE/CBE Subcontracts: $_____
(include every lower tier)

☐ Check if developer is a CBE and will perform the ENTIRE government-assisted project (private project) with *its own organization and resources and NOT subcontract any portion of services or goods.*

☐ AGENCY CONTRACTING OFFICER'S AFFIRMATION OR ☐ AGENCY PROJECT MANAGER'S AFFIRMATION
(✓ which applies)

The below Agency Contracting Officer or Agency Project Manager affirms the following (✓ to affirm):
☐ If the Beneficiary is a CBE, DSLBD was contacted to confirm Beneficiary's CBE certification.

☐ The fully executed Contract (Base or Option or Extension or Multi-Year) or subsidy document, between the Beneficiary and Agency, was emailed to DSLBD at Compliance.Enforcement@dc.gov within five (5) days of signing:

☐ **FOR AGENCY CONTRACT** the SBE Subcontracting Plan, submitted by Beneficiary, was emailed to DSLBD at Compliance.Enforcement@dc.gov within five (5) days of signing the contract between the Beneficiary and Agency.

_____
Name of Agency Contracting Officer or Agency Project Manager

_____
Title of Agency Contracting Officer or Agency Project Manager

_____ | _____
Signature | Date

VENDOR VERIFICATION FORM ("VVF")

Year: *2025* **Quarter**: *Jan-Mar*

PART I. Agency Contract/ Project Details:

Contract/Project Name: _____

(✓ one)

☐ District Agency Contract: Prime Contractor _____ District Agency _____ & Contract # _____
☐ Private Project: Beneficiary _____

PART II. SBE/ CBE Contractor/ Subcontractor & Lower Tier Subcontractor Details:

Insert Company Name is an (✓ one) ☐ **SBE/CBE *Subcontractor*** ☐ ***SBE/CBE Lower Tier Subcontractor*** ☐ ***SBE/CBE General Contractor*** providing the following scope of work/ products **using its own organization and resources (specify)** :_____. The SBE/CBE Company's CBE certification is active and the number is _____.

PART III. SBE/CBE Company's Subcontracts to Lower Tier SBE/CBE or Non-CBE Companies: (✓ one)

☐ a. SBE/CBE Company provided 100% of all services and/or products provided for the ***Entire Project/Contract*** **using its own organization and resources**, and did not subcontract any portion to a lower tier subcontractor. (*Skip to Part IV.)*

☐ b. SBE/CBE Company provided 100% of all services and/or products provided for the ***Entire Subcontract*** **using its own organization and resources**, and did not subcontract any portion to a lower tier subcontractor. (*Skip to Part IV.)*

☐ c. SBE/CBE Company **subcontracted a portion of the Contract/Subcontract** to a lower tier subcontractor. (List every CBE and non-CBE lower tier subcontractor.)

Lower Tier Subcontractor Name	Lower Tier Subcontractor is: SBE, CBE or Non-CBE	Total Amount of Lower Tier Subcontract	Amount Paid to Lower Tier Subcontractor This Quarter	Amount Paid to Lower Tier Subcontractor to Date	Detailed Description of lower tier subcontractor's scope of work	CBE Certification Number	Fully Executed Lower Tier Subcontract provided with this VVF*
1.	**Select**	$	$	$			**Select**
2.	**Select**	$	$	$			**Select**
3.	**Select**	$	$	$			**Select**
4.	**Select**	$	$	$			**Select**

***THIS VVF WILL NOT BE ACCEPTED, AND NO CREDIT GIVEN, UNTIL THE FULLY EXECUTED CONTRACTS/ SUBCONTRACTS AND VVFs FOR ALL SBEs & CBEs LISTED IN PART III c. ARE PROVIDED!**

SBE/ CBE Subcontracting Credit will only be assessed for the portion of services & goods provided by each SBE/ CBE Company AND each SBE/ CBE Lower Tier Subcontractor ***USING ITS OWN ORGANIZATION AND RESOURCES***.

PART IV: Provide DETAILED Description of Scope of Work Provided by SBE/CBE Company:

The total amount of the contract/subcontract = $ _____ (*amount should include all change orders*); the total amount subcontracted to SBE & CBE lower tier subcontractors = $ _____ (*amount should include all change orders*). SBE/CBE Company was paid total of $ _____, during this quarter. The total amount SBE/CBE has been paid to date for portion of contract/subcontract performed with its own organization and resources is $ _____. The remaining amount to be paid to the SBE/CBE Company for portion of contract/subcontract performed with its own organization and resources is $ _____.

ACKNOWLEDGEMENT

I declare, certify, verify, attest or state under penalty of perjury that the information contained in this Vendor Verification Form, and any supporting documents submitted, are true and correct to the best of my knowledge and belief. I further declare, certify, verify, attest or state under penalty of perjury that I have the authority and specific knowledge of the goods and services provided under each contract/subcontract contained in this Vender Verification Form. I understand that pursuant to D.C. Official Code § 22-2402, any person convicted of perjury shall be fined not more than $5,000 or imprisoned for not more than 10 years, or both. I understand that any false or fraudulent statement contained in this Vender Verification Form may be grounds for revocation of my CBE registration pursuant to D.C. Official Code § 2-218.63. I also understand that failure to complete this Vender Verification Form properly will result in no credit towards the SBE and CBE Subcontracting Requirements. Further, a Prime Contractor, Developer, CBE, or Certified Joint Venture, if subject to, that fails to comply with the requirements of the Small and Certified Business Enterprise Development and Assistance Amendment Act of 2014 (D.C. Law 20-108) (the "Act"), shall be subject to penalties as outlined in the Act.

NOTARIZATION

The undersigned, as a duly authorized representative of _____, CBE/SBE Company, swears or affirms that the statements made herein are true and correct.

Signature: _____ Title:_____

Print Name: _____ Date:_____

District of Columbia (or State/Commonwealth of _____); to wit:

Signed and sworn to or affirmed before me on this day of ,

, by , who is well known to me or has been sufficiently verified as the person who executed the foregoing affidavit and who acknowledged the same to be his/her free act and deed.

Notary signature: _____

(Seal)

My commission expires: _____

ATTACHMENT 6

DOCUMENTATION OF ADDITIONAL OUTREACH EFFORTS

The following written documentation may be submitted as evidence of certified business enterprise "CBE" outreach and involvement efforts:

(a) A listing of specific work scopes on a trade specific basis identified in which there are subcontracting opportunities for CBEs;

(b) Copies of written solicitations used to solicit CBEs for these subcontracting opportunities;

(c) A description of attempts to personally contact the solicited CBEs including the names, addresses, dates and telephone numbers of the CBEs contacted, a description of the information provided to the CBEs regarding plans, specifications and anticipated schedules for the work to be performed, and the responses of the CBEs to the solicitation;

(d) In the event CBE subcontractors are found to be unavailable, a written request of a Statement of CBE Unavailability from the DSLBD is required;

(e) A description of efforts to seek waiver of bonding requirements for CBEs, if bonding is required;

(f) A copy of the request for reduction in or partial release of retainage for CBE;

(g) A copy of the contract with each CBE subcontractor if a contract is executed between the District and the prime Contractor.

PAST PERFORMANCE EVALUATION FORM

(Check appropriate box)

Performance Elements	Excellent	Good	Acceptable	Poor	Unacceptable
Quality of Services/ Work					
Timeliness of Performance					
Cost Control					
Business Relations					
Customer Satisfaction					

1. Name & Title of Evaluator:_____

2. Signature of Evaluator:_____

3. Name of Organization: _____

4. Telephone Number of Evaluator:_____

5. State type of service received: _____

6. State Contract Number, Amount and period of Performance _____

   _____

7. Remarks on Excellent Performance: Provide data supporting this observation. Continue on separate sheet if needed)

8. Remarks on unacceptable performance: Provide data supporting this observation. (Continue on separate sheet if needed)

RATING GUIDELINES

Summarize Contractor performance in each of the rating areas. Assign each area a rating of 0 (Unacceptable), 1 (Poor), 2 (Acceptable), 3 (Good), 4(Excellent), or ++ (Plus). Use the following instructions a guidance in making these evaluations.

	Quality Product/Service	**Cost Control**	**Timeless of Performance**	**Business Relations**
	-Compliance with contract requirements -Accuracy of reports -Appropriateness of personnel -Technical excellence	-Within budget (over/ under target costs) -Current, accurate, and complete billings -Relationship of negated costs to actual -Cost efficiencies -Change order issue	-Meet Interim milestones -Reliable -Responsive to technical directions -Completed on time, including wrap-up and -contract administration -No liquidated damages assessed	-Effective management -Businesslike correspondence -Responsive to contract requirements -Prompt notification of contract problems -Reasonable/cooperative -Flexible -Pro-active -effective contractor recommended solutions -Effective snail/small disadvantaged business Subcontracting program
0. Zero	Nonconformances are comprises the achievement of contract requirements, despite use of Agency resources	Cost issues are comprising performance of contract requirements.	Delays are comprising the achievement of contract requirements, Despite use of Agency resources.	Response to inquiries, technical/ service/administrative issues is not effective and responsive.
1, Unacceptable	Nonconformances require major Agency resources to ensure achievement of contract requirements.	Cost issues require major Agency resources to ensure achievement of contract requirements.	Delays require major Agency resources to ensure achievement of contract requirements.	response to inquiries, technical/ service/administrative issues is marginally effective and responsive.
2. Poor	Nonconformances require minor Agency resources to ensure achievement of contract requirements.	Costs issues require minor Agency resources to ensure achievement of contract requirements.	Delays require minor Agency resources to ensure achievement of contract requirements.	Responses to inquiries, technical/ service/administrative issues is somewhat effective and responsive.
3. Acceptable	Nonconformances do not impact achievement of contract requirements.	Cost issues do not impact achievement of contract requirements.	Delays do not impact achievement of contract requirements.	Responses to inquires, technical/ service/administrative issues is usually effective and responsive.
4. Good	There are no quality problems.	There are no cost issues.	There are not delays.	Responses to inquiries, technical/ service/administrative issues is effective and responsive,
5. Excellent	The contractor has demonstrated an exceptional performance level in some or all of the above categories.			

PROPOSAL BOND (JANITORIAL SERVICES) (See Instructions on Reverse)	Date Bond Executed (Must be same or later than date of Contract)

PRINCIPAL (Legal Name and Address)	TYPE OF ORGANIZATION ("x") ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ JOINT VENTURE ☐ CORPORATION STATE OF INCORPORATION
SURETY (IES) (Name(s) and Address(es)	**PENAL SUM OF BOND** MILLION(S) / THOUSAND(S) / HUNDRED(S) / CENTS CONTRACT DATE / CONTRACT NUMBER

KNOW ALL MEN BY THESE PRESENTS. That we, the Principal and Surety(ies) hereto are firmly bounds to the District of Columbia Government, a municipal corporation, hereinafter called the District, in the above penal sum for the payment of which we bind ourselves, our heirs, executors, and successors, bind ourselves in such sum "jointly" and "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into the Contract identified above.

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all undertakings, covenants, terms and condition, and agreements of the Contract during the original term of the Contract and any extension thereof that may be granted by the District with or without notice to the Surety, and during the life of guaranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, and shall save harmless and indemnify the District from any and all claims, delays, suits, costs, charges, damages, counsel fees, judgments and decrees to which the District may be subjected at any time on account of any infringement by the Principal of letters, patents, or copyrights, unless otherwise specifically stipulated in the Contract or on account of any injury to persons or damage to property or premises that occur as a result of any act or omission of Principal in connection with the prosecution of the work under the Contract and shall pay the same, then the above obligation shall be void; otherwise to remain in full force and virtue.

IN WITNESS WEHREOF, the Principal and Surety(ies) have executed this performance bond and have affixed their seals on the date set forth above.

PRINCIPAL

1. Signature (Seal)	1. Attest	Corporate Seal
Name & Title (typed)	Name & Title (typed)	
2. Signature (Seal)	2. Attest	Corporate Seal
Name & Title (typed)		

SURETY (IES)

1. Name & Address (typed)	State of Inc.	Liability Limit	Corporate Seal
Signature of Attorney-in-Fact	Attest (Signature)		
Name & Address (typed)	Name & Address (typed)		

1. Name & Address (typed)	State of Inc.	Liability Limit	Corporate Seal
Signature of Attorney-in-Fact	Attest (Signature)		
Name & Address (typed)	Name & Address (typed)		

BOND PREMIUM

Rate Per Thousand	Total Premium	Name & Address of Agency or Agent Receiving Commission

Approved By:

_____

Contracting Officer

INSTRUCTIONS

1. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of this form. The bond shall be signed by the authorized person signing the Contract. When such person signing is other than the President or Vice-President of a corporation, evidence of authority shall be furnished. Such evidence shall be in the form of either an Extract of Minutes of a meeting of the Board of Directors, or Extract of Bylaws, certified by the Corporate Secretary, or Assistant Secretary and with Corporate Seal affixed thereto.

2. Corporations executing the bond as sureties shall be among those appearing on the U.S. Treasury Department's list of approved sureties and shall be acting within the limitations set forth therein, and shall also be licensed by the Insurance Administration, Department of Consumer and Regulatory Affairs, to do business in the District of Columbia. The surety shall (1) insert on the bond form the name and addresses of the agency receiving the commission; and (2) attach an adequate Power-of-Attorney for each representative signing the bond.

3. Corporations executing the bond shall affix their Corporate Seals. Individuals shall sign full first name, middle initial and last name opposite the word "seal"; two witnesses shall sign and include their addresses, under the word "witness". If executed in Maine or New Hampshire, an adhesive seal shall be affixed.

4. The name of each person signing this performance bond shall be typed in the space provided.

PAYMENT BOND (JANITORIAL SERVICES) (See Instructions on Reverse)	Date Bond Executed (Must be same or later than date of Contract)

PRINCIPAL (Legal Name and Address)	TYPE OF ORGANIZATION ("x") ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ JOINT VENTURE ☐ CORPORATION STATE OF INCORPORATION
SURETY (IES) (Name(s) and Address(es))	**PENAL SUM OF BOND** MILLION(S) / THOUSAND(S) / HUNDRED(S) / CENTS CONTRACT DATE / CONTRACT NUMBER

KNOW ALL MEN BY THESE PRESENTS. That we, the Principal and Surety(ies) hereto are firmly bounds to the District of Columbia Government, a municipal corporation, hereinafter called the District, in the above penal sum for the payment of which we bind ourselves, our heirs, executors, and successors, bind ourselves in such sum "jointly" and "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into the Contract identified above.

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all undertakings, covenants, terms and condition, and agreements of the Contract during the original term of the Contract and any extension thereof that may be granted by the District with or without notice to the Surety, and during the life of guaranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, and shall save harmless and indemnify the District from any and all claims, delays, suits, costs, charges, damages, counsel fees, judgments and decrees to which the District may be subjected at any time on account of any infringement by the Principal of letters, patents, or copyrights, unless otherwise specifically stipulated in the Contract or on account of any injury to persons or damage to property or premises that occur as a result of any act or omission of Principal in connection with the prosecution of the work under the Contract and shall pay the same, then the above obligation shall be void; otherwise to remain in full force and virtue.

IN WITNESS WEHREOF, the Principal and Surety (ies) have executed this payment bond and have affixed their seals on the date set forth above.

PRINCIPAL

1. Signature (Seal)	1. Attest	Corporate Seal
Name & Title (typed)	Name & Title (typed)	
2. Signature (Seal)	2. Attest	Corporate Seal
Name & Title (typed)		

SURETY (IES)

1. Name & Address (typed)	State of Inc.	Liability Limit	Corporate Seal
Signature of Attorney-in-Fact	Attest (Signature)		
Name & Address (typed)	Name & Address (typed)		

1. Name & Address (typed)	State of Inc.	Liability Limit	Corporate Seal
Signature of Attorney-in-Fact	Attest (Signature)		
Name & Address (typed)	Name & Address (typed)		

BOND PREMIUM

Rate Per Thousand	Total Premium	Name & Address of Agency or Agent Receiving Commission

Approved By:

_____

Contracting Officer

INSTRUCTIONS

1. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of this form. The bond shall be signed by the authorized person signing the Contract. When such person signing is other than the President or Vice-President of a corporation, evidence of authority shall be furnished. Such evidence shall be in the form of either an Extract of Minutes of a meeting of the Board of Directors, or Extract of Bylaws, certified by the Corporate Secretary, or Assistant Secretary and with Corporate Seal affixed thereto.

2. Corporations executing the bond as sureties shall be among those appearing on the U.S. Treasury Department's list of approved sureties and shall be acting within the limitations set forth therein, and shall also be licensed by the Insurance Administration, Department of Consumer and Regulatory Affairs, to do business in the District of Columbia. The surety shall (1) insert on the bond form the name and addresses of the agency receiving the commission; and (2) attach an adequate Power-of-Attorney for each representative signing the bond.

3. Corporations executing the bond shall affix their Corporate Seals. Individuals shall sign full first name, middle initial and last name opposite the word "seal"; two witnesses shall sign and include their addresses, under the word "witness". If executed in Maine or New Hampshire, an adhesive seal shall be affixed.

4. The name of each person signing this payment bond shall be typed in the space provided.

PERFORMANCE BOND (CONSTRUCTION) (See Instructions on Reverse)	Date Bond Executed (Must be same or later than date of Contract)

PRINCIPAL (Legal Name and Address)	TYPE OF ORGANIZATION ("x") ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ JOINT VENTURE ☐ CORPORATION STATE OF INCORPORATION
SURETY (IES) (Name(s) and Address(es)	**PENAL SUM OF BOND** MILLION(S) / THOUSAND(S) / HUNDRED(S) / CENTS CONTRACT DATE / CONTRACT NUMBER

KNOW ALL MEN BY THESE PRESENTS. That we, the Principal and Surety(ies) hereto are firmly bounds to the District of Columbia Government, a municipal corporation, hereinafter called the District, in the above penal sum for the payment of which we bind ourselves, our heirs, executors, and successors, bind ourselves in such sum "jointly" and "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into the Contract identified above.

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all undertakings, covenants, terms and condition, and agreements of the Contract during the original term of the Contract and any extension thereof that may be granted by the District with or without notice to the Surety, and during the life of guaranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, and shall save harmless and indemnify the District from any and all claims, delays, suits, costs, charges, damages, counsel fees, judgments and decrees to which the District may be subjected at any time on account of any infringement by the Principal of letters, patents, or copyrights, unless otherwise specifically stipulated in the Contract or on account of any injury to persons or damage to property or premises that occur as a result of any act or omission of Principal in connection with the prosecution of the work under the Contract and shall pay the same, then the above obligation shall be void; otherwise to remain in full force and virtue.

IN WITNESS WEHREOF, the Principal and Surety(ies) have executed this performance bond and have affixed their seals on the date set forth above.

PRINCIPAL

1. Signature (Seal)	1. Attest	Corporate Seal
Name & Title (typed)	Name & Title (typed)	
2. Signature (Seal)	2. Attest	Corporate Seal
Name & Title (typed)		

SURETY (IES)			
1. Name & Address (typed)	State of Inc.	Liability Limit	Corporate Seal
Signature of Attorney-in-Fact	Attest (Signature)		
Name & Address (typed)	Name & Address (typed)		
1. Name & Address (typed)	State of Inc.	Liability Limit	Corporate Seal
Signature of Attorney-in-Fact	Attest (Signature)		
Name & Address (typed)	Name & Address (typed)		

BOND PREMIUM		
Rate Per Thousand	Total Premium	Name & Address of Agency or Agent Receiving Commission

Approved By:

_____

Contracting Officer

INSTRUCTIONS

1. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of this form. The bond shall be signed by the authorized person signing the Contract. When such person signing is other than the President or Vice-President of a corporation, evidence of authority shall be furnished. Such evidence shall be in the form of either an Extract of Minutes of a meeting of the Board of Directors, or Extract of Bylaws, certified by the Corporate Secretary, or Assistant Secretary and with Corporate Seal affixed thereto.

2. Corporations executing the bond as sureties shall be among those appearing on the U.S. Treasury Department's list of approved sureties and shall be acting within the limitations set forth therein, and shall also be licensed by the Insurance Administration, Department of Consumer and Regulatory Affairs, to do business in the District of Columbia. The surety shall (1) insert on the bond form the name and addresses of the agency receiving the commission; and (2) attach an adequate Power-of-Attorney for each representative signing the bond.

3. Corporations executing the bond shall affix their Corporate Seals. Individuals shall sign full first name, middle initial and last name opposite the word "seal"; two witnesses shall sign and include their addresses, under the word "witness". If executed in Maine or New Hampshire, an adhesive seal shall be affixed.

4. The name of each person signing this payment bond shall be typed in the space provided.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract Number	Page of Pages	
		1	17

2. Amendment/Modification Number	3. Effective Date	4. Requisition/Purchase Request No.	5. Solicitation Caption
GF-2025-R-0020_001	See item 16C		Janitorial Services

6. Issued By: Code	7. Administered By (If other than line 6)
University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW, Room C01, Building 38 Washington, DC 20008	University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW, Room C01, Building 38 Washington, DC 20008

8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)	(X)	9A. Amendment of Solicitation No.
		GF-2025-R-0020
		9B. Dated (See Item 11)
		10A. Modification of Contract/Order No.
		10B. Dated (See Item 13)
Code Facility		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended. [X] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copy of the amendment: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (If Required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14

	A. This change order is issued pursuant to: (Specify Authority) The changes set forth in Item 14 are made in the contract/order no. in item 10A.
	B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.
	C. This supplemental agreement is entered into pursuant to authority of:
	D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 1 copy to the issuing office.

14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)

Solicitation No. GF-2025-R-0020 for Janitorial Services is hereby amended as follows:

1. Question and Answers (Attachment A).
2. On page 1, section 10, delete and replace entire section. (Attachment B)
3. Under section L.5 Proposal Submission, delete L.1.1, and replace it with L.5.1. (Attachment C)
4. Under section L.5 Part II - Price Proposal, delete L.2.6 and replace it with L.2. (Attachment C)
5. Delete: C.3.1 UDC Student Center Bldg. 56 (Attachment D)
   Replace with: C.3.1 UDC Student Center Bldg. 56 (including Saturdays)
6. Pre-proposal conference sign-in sheet. (Attachment E)

All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect

15A. Name and Title of Signer (Type or print)		16A. Name of Contracting Officer	
Lincoln Tyson _ Principal		Mary Ann Harris	
15B. Name of Contractor	15C. Date Signed	16B. District of Columbia	16C. Date Signed
Lincoln Tyson (Signature of person authorized to sign)	8/2/2025	Mary Ann Harris (Signature of Contracting Officer)	7/24/2025

Attachment A

Questions & Answers
GF-2025-R-0020, Janitorial Services

No.	Question	Response
1	Page 1, item #10 of the of the RFP states: “Sealed proposals in “original plus 4 copies” to perform the work required shall be received at the place specified in item 8, or hand carried to the counter located at address shown in item 8 not less than 2:00 p.m. local time on August 4, 2025,” while Section L.5 Proposal Submission (L.1.1) states proposals shall be submitted via email. Please confirm if only the electronic submission of the proposal via email as described is required	Offerors shall submit one (1) signed original of their proposal, Part I – Technical Proposal & Part II – Price Proposal. Submissions should be delivered via email to Michiko Gadson at mgadson@udc.edu. (see attachment A). Additionally, your proposal should be submitted along with the RFP offer letter (Attachment C)..
2	Can you please clarify section B.2, designation for small business set aside market only. Is this RFP as set aside for Certified Business Enterprises (CBE) as certified by the DSLBD? Or a set-aside for certified Small Business Enterprises only? Page 1, item #6 of the RFP states it is a CBE set-aside with a 35% SBE subcontracting requirement.	This RFP is designated only for certified small business enterprises (SBEs) with a requirement that 35% of the work be subcontracted to a small business certified by the D.C. Department of Small and Local Business Development (DSLBD), unless the prime contractor is certified and will perform 100% of the work.
3	If it is a set aside for CBE, is the 35% subcontracting requirement applicable? Will a CBE as certified by DSLBD be required to subcontract to an SBE if they are a designated CBE with LBE/DZE under DSLBD?	No, if the prime contractor is certified and will perform 100% of the work. Please note that the subcontracting plan must be submitted along with your proposal.
4	C.2.1.10 states Firebird Farm at 12001 Old Baltimore Pike, Beltsville MD is a part of the sites to be serviced. Incumbent provides services to East Capitol Urban Farm. Does the scope of work as outlined in the RFP require services at both locations?	The Firebird Farm, located at 12001 Old Baltimore Pike, Beltsville, MD, is the only location for services.
5	Throughout the RFP scope of work, anything up to 8ft in height is to be addressed under regular/daily cleaning efforts. Sections C.4.2.1.2 and C.4.2.1.3 deem surfaces above 7 ft “high cleaning” and tasks are to be executed monthly. Please confirm if high cleaning tasks shall be considered from 7 ft or 8 ft from the floor.	High cleaning tasks are performed above 8 ft from the floor.
6	Is the Supervisor/Onsite Lead required to have their LEED certification at the time of proposal submission or prior to notice of award?	The Supervisor/Onsite Lead is required to have their LEED certification at the time of proposal submission.
7	Section L.5 Proposal Submission, L.1.1 Part II – Financial Proposal states submission should include a Descriptive Financial Proposal in accordance with Section L.2.6, however, L.2.6 only states the proposal will be rejected as non-responsive if not a subcontracting plan as required by law is not included. Please confirm if this information referenced was the intended subsection/requirement with reference to the Financial Proposal.	See attachment B.

8	Should the Technical and Financial Proposals submitted as separate documents within the same submission, or can they be placed together in one singular file?	Yes, please submit two separate packages. Part I should be labeled Technical Proposal, and Part II should be labeled Price Proposal.
9	Is a portion or any of the properties serviced covered by a Collective Bargaining Agreement - union? If so, can you please provide the name of the union?	SEIU Local 32BJ-CAD
10	Will UDC be providing any consumable supplies (toilet paper, paper towels, sanitary hygiene products, sanitary disposal bags, toilet seat liners, hand soap, trash can liners, recycling bin liners, kitchen/coffee area paper towels, air fresheners, urinal screens, deodorizer cartridges, facial tissue, hand sanitizers, gym wipes) or will contractor be responsible for providing these items? Is the contractor allowed to bill the cost of any of these items to UDC?	Yes, the contractor is responsible for providing the mentioned items. Cost for the items indicated is part of the contract.
11	C.2.7.5 and C.3.7.5 ask for at least two past performance evaluations and references. Can the same two be used for both C.2.7.5 and C.3.7.5?	Yes, if the evaluations are based on the requirements in section C.3.
12	Please provide the name and type of sanitizing equipment reflected in C.4.2.1.1 on pages 17-18 of rfp that the university will provide.	KAIVOC Cleaning System, Model #KV2150, Serial #2150-3249
13	Are there any minimum number of vehicles the contractor is to provide?	NONE
14	Page 21 of the rfp states that all corridor sanitizer dispensers shall be serviced and refilled with Purell sanitizer (provided by Janitorial contractor). Can UDC provide the number and type of hand sanitizer dispensers? Also, does UDC expect the hand sanitizer refills to be provided by the contractor and billed back to UDC. Or does UDC want the hand sanitizer cost to be included in the fixed price monthly cost?	Yes, the hand sanitizer refills are provided by the contractor.
15	Can UDC please provide the floor care schedule that is mentioned in the rfp and was mentioned in the pre-proposal call?	The floor care schedule shall be made available to the contractor on board.
16	Page 71 of the rfp mentions Financial Bid Form as Attachment J.10, but J.10 is the Past Performance form. Can you please provide the correct Financial Bid Form to be used?	Please see attachment C.
17	Page 7 of the rfp mentions “Descriptive Financial Proposal in accordance with Section L.2.6” but we do not see anything regarding the financial proposal in L.2.6. Please clarify.	Please see attachment B.
18	Regarding the insurance requirements, for Professional Liability – Would UDC consider waiving this requirement? Our understanding is that this insurance is typically more for industries that are designing plans, building, stamping plans, etc.	No.

19	Provide an annual line-item budget that includes projected monthly payments, total annual payments, and total contract amount. Is this the cost that would be provided on the Financial Bid Form?	The University will not be able to provide an annual line-item budget that includes monthly payments, total annual payments, and the total contract amount.
20	Provide an assessment of the janitorial needs in each building to be served. Please provide some clarity on what UDC is requesting in response to this question.	Assessment of janitorial needs in each building is specified in the scope.
21	Are there any cleaning services required after 10 p.m. at any of the UDC locations?	No cleaning services required after 10:00 p.m.
22	What time do evening classes end?	Evening classes end at 10:00 p.m.

Attachment B

UNIVERSITY OF THE DISTRICT OF COLUMBIA 1851	1. Solicitation No. GF-2025-R-0020	**2. Type** [] Sealed Bid [x] Sealed Proposal	**3. Date Issued** 7/14/2025	**Page** 1 of 83 (not including cover page)
4. Contract Number	**5. Requisition/Purchase Request No.**		6. [] Open Market with set aside for SBE subcontracting (see Section M.1.6) [x] CBE Set-Aside (See B.2 & Sec. M) Mandatory 35% SBE subcontracting with Section M.5.2	

7. Issued By:	**8. Address Bid To:**
University of the District of Columbia Office of Contracting and Procurement 4200 Connecticut Avenue NW Bldg. 39 Suite 200C Washington, DC 20008	Mary Ann Harris, Chief Contracting Officer c/o Michiko Gadson, Senior Contract Specialist University of the District of Columbia Office of Contracts & Procurement 4200 Connecticut Avenue NW Bldg. 39 Suite 200C Washington, DC 20008

9. **FOR INFORMATION CONTACT**	A. **Name**	B Telephone	C. **E-Mail Address**
	Michiko Gadson	202-274-5191	mgadson@udc.edu

IMPORTANT – The "Bidder" Section of this form must be completed by the Bidder

SOLICITATION

NOTE: In sealed proposal solicitations "proposal" mean "offer to provide good and/or services"

10. Sealed proposals shall be sent to the email address shown in item 9.C, not less than 2:00 p.m. local time on August 4, 2025.

11.The University requires performance of work described in strict accordance with the following:

DESCRIPTION	SECTION	PAGE
Solicitation Proposal/Award Form	A	1-2
Contract Type, Supplies or Services and Price/Cost	B	4-10
Scope/Statement of Work	C	11-33
Packaging and Markings	D	34
Inspection and Acceptance	E	35
Deliveries and Performance	F	36-37
Contract Administration Data	G	38-43
Special Contract Requirements	H	44-56
Contract Clauses	I	57-66
List of Attachments	J	67
Representations, Certifications and Other Statements of Bidders	K	68
Instructions to Bidders	L	69-75
Evaluation Preference Points	M	76-83

12. The contractor shall begin performance on the date specified in the written [] Award [X] NTP (Notice to Proceed) and complete all work not later than the date specified in the NTP. This period of performance is [x] Mandatory [] Negotiable.

13. The contractor SHALL furnish a bid bond with bid submission, and performance and payment bonds (Attachment J.11) within 10 calendar days after receiving the UDC Notice of Intent to Award.

14. **Additional Solicitation Considerations**

A. All bids are subject to the work requirements, provisions and clauses incorporated in this solicitation in full text or by reference.

B. **A BID GUARANTEE** [X] is required [] is not required

PERFORMANCE AND PAYMENT BONDS are also required pursuant to Article 12 Sections A, B, and C of the Government of the District of Columbia Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts (March 2007).

Attachment C

L.5 PROPOSAL SUBMISSION

Delete:

L.1.1 Proposals must be submitted no later than 2:00 p.m. local time on Monday, August 4, 2025, to Michiko Gadson via email at **mgadson@udc.edu.**

Replace with:

L.5.1 Proposals must be submitted no later than 2:00 p.m. local time on Monday, August 4, 2025, to Michiko Gadson via email at **mgadson@udc.edu.**

Delete:

Part II – Price Proposal

- Descriptive Financial Proposal in accordance with Section L.2.6.

Replace with:

Part II – Price Proposal

- Descriptive Financial Proposal in accordance with Section L.2.

L.5 PROPOSAL SUBMISSION

L.5.1 Proposals must be submitted no later than 2:00 p.m. local time on Monday, August 4, 2025, to Michiko Gadson via email at **mgadson@udc.edu.**

Addressed to: Mary Ann Harris, Chief Contracting Officer
University of the District of Columbia Office of Contracts & Procurement
4200 Connecticut Avenue, N.W., Bldg. 39, Suite 200C
Washington DC 20008

NOTE: "Proposal in Response to Solicitation No.; GF-2025-R-0020, "Janitorial Services"

Offerors shall submit one (1) signed original of their proposal. Submissions should be delivered via email to Michiko Gadson at mgadson@udc.edu.

Part I – Technical Proposal

The Technical Proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in Section C. The offeror shall respond to each factor listed in Sections M.3.1 in a way that will allow the University to evaluate the offeror's response.

Part II – Price Proposal

- Completed Financial Bid Form – (Attachment J.10)
- Descriptive Financial Proposal in accordance with Section L.2.
- Completed Attachments J.3, J.4, J.7, J.8, J.9, J.10, and J.11

Attachment D

task, or combination thereof, at each location.

C.2.7.4 Resumes of key personnel

C.2.7.5 At least two past performance evaluations and references from customers to whom you have provided similar services during the past two years.

C.2.8 Provide an annual line-item budget that includes projected monthly payments, total annual payments, and total contract amount.

C.3 REQUIREMENTS FOR CLIN 002

The offeror shall illustrate its understanding of the industry, needs of the University, capability, and determination to always keep the University's campuses at green quality by submitting a comprehensive proposal that offers to be the best solution for creating and maintaining Platinum LEED quality cleanliness. Below is a table showing the approximate square footage of both interior and exterior spaces associated with the Student Center that will require cleaning according to the specifications for green cleaning janitorial services as required by the US Green Building Council to attain LEED credits towards platinum certification (See Attachment J.l.l).

C.3.1 DC Student Center Bldg. 56 (Including Saturday s
4200 Connecticut Ave NW
Washington DC 20008

Type of Space	Area (SF)	Area Type	Flooring
Interior	11,150	Circulation	Polished concrete
	7.700	Offices/Workrooms	Carpet Tile
	2,000	Meeting and Conference Rooms	Carpet Tile
	4,800	Ballroom (Divisible into two separate areas)	Carpet Tile
	375	Warming Kitchen adjacent to Ballroom	Warming Kitchen
	13,500	Open Lounge Spaces	30% Carpet Tile 70%
	3,450	(2) Unisex Toilet Rooms, (l) Men's and (1) Women's Locker Room w/tile showers and toilets	Ceramic and Porcelain
	4,500	Fitness Area	75% Rubber Flooring
	47,475	Total Interior SF	Pavers

Attachment E

PRE-PROPOSAL CONFERENCE ATTENDANCE (July 16, 2025 at 11:00 A.M.)				
GF-2025-R-0020, Janitorial Services				
NO	**NAME**	**COMPANY**	**TELEPHONE NO.**	**EMAIL ADDRESS**
1	Mary Ann Harris, Chief Contracting Officer	UDC, OCP	202-274-5181	mharris@udc.edu
2	Michiko Gadson, Senior Contract Specialist	UDC, OCP	202-274-5191	mgadson@udc.edu
3	Lincoln Tyson	TPM Group	301-367-0470	tyson@tysonpmgroup.com
4	Kiyo Oden Tyson	TPM Group	301-367-0470	ktyson@tysonpmgroup.com
5	Christopher Belo	TPM Group	301-367-0470	
6	LeVon Dock	TPM Group	301-367-0470	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract Number	Page of Pages	
		1	5

2. Amendment/Modification Number	3. Effective Date	4. Requisition/Purchase Request No.	5. Solicitation Caption
GF-2025-R-0020_002	See item 16C		Janitorial Services

6. Issued By: Code	7. Administered By (If other than line 6)
University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW, Room C01, Building 38 Washington, DC 20008	University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW, Room C01, Building 38 Washington, DC 20008

8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)	(X)	9A. Amendment of Solicitation No.
		GF-2025-R-0020
		9B. Dated (See Item 11)
		10A. Modification of Contract/Order No.
		10B. Dated (See Item 13)
Code Facility		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [x] is extended. [ ] is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copy of the amendment: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (If Required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14

	A. This change order is issued pursuant to: (Specify Authority) The changes set forth in Item 14 are made in the contract/order no. in item 10A.
	B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.
	C. This supplemental agreement is entered into pursuant to authority of:
	D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 1 copy to the issuing office.

14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)

Solicitation No. GF-2025-R-0020 for Janitorial Services is hereby amended as follows:

Section C.1 Requirements for CLIN 0001 (Attachment A)

1. Add: C.2.1.14 UDC Health Sciences Building 44
   4200 Connecticut Avenue N.W.
   Washington, DC 20008
   110,421 sqft
2. Add: C.2.9 Provide a vehicle for transportation purposes.
3. The submission of the proposal is extended to Thursday, August 7, 2025, by 2:00 p.m..

All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect

15A. Name and Title of Signer (Type or print)		16A. Name of Contracting Officer Mary Ann Harris	
15B. Name of Contractor (Signature of person authorized to sign)	15C. Date Signed	16B. District of Columbia Mary Ann Harris (Signature of Contracting Officer)	16C. Date Signed 8/4/2025

Attachment A

C.1 REQUIREMENTS FOR CLIN 000l

The offeror shall illustrate its understanding of the industry, needs of the University, capability, and determination to always keep the University's campuses at green quality by submitting a comprehensive proposal that offers to be the best solution for always creating and maintaining green quality cleanliness in high traffic volume higher educational buildings. The Offeror proposal shall:

C.1.1 Provide an assessment of the janitorial needs in each building to be served which are located at:

C.2.1.1 UDC Eng. Addition Building 32 (include Saturdays)
4200 Connecticut
Avenue NW
Washington, DC
20008
78,983 sqft

C.2.1.2 UDC Business/Student Gov. Building 38 (including Saturdays)
4200 Connecticut Ave NW
Washington DC 20008
115,308 sqft

C.2.1.3 UDC Administration Bldg. 39
4200 Connecticut Ave NW
Washington DC 20008
85,938 sqft

C.2.1.4 UDC Eng. Addition Building 42 (include Saturdays)
4200 Connecticut
Avenue NW
Washington, DC
20008
78,983 sqft

C.2.1.5 UDC Auditorium Building 46E
4200 Connecticut Avenue
NW Washington, DC
20008
40,2015 sqft

C.2.1.5 UDC Auditorium Building 46W
4200 Connecticut
Avenue NW
Washington, DC 20008
23,040 sqft

C.2.1.6 E.B Henderson Sports Complex 47 (including Saturdays)

4200 Connecticut
Avenue NW
Washington, DC 20008
93,805 sqft

C.2.1.7 UDC Law School Building 52 (including Saturdays)
4340 Connecticut
Avenue NW
Washington, DC 20008
143,560 sqft

C.2.1.8 UDC Airport Hanger No. 2
National Airport
Arlington, VA 22202
12,000 sqft

C.2.1.9 UDC Community College- Lamond Riggs (including Saturdays)
5171 South Dakota
Avenue NE
Washington, DC
20008
45,000 sq.ft.

C.2.1.10 Firebird Farm
12001 Old Baltimore Pike
Beltsville MD

C.2.1.11 UDC Student Success Center Bldg. 70
4225 Connecticut Ave NW
Washington DC 20008
19,988 sqft

C.2.1.12 UDC Academic Bldg. 71 (including Saturdays)
4250 Connecticut Ave NW
Washington DC 20008
200,000 sqft

C.2.1.13 UDC Workforce Dev. Bldg. 72
3100 Martin Luther
King Jr SE
Washington, DC 20008
78,985 sqft

C.2.1.14 UDC Health Sciences Building 44
4200 Connecticut Avenue, NW
Washington, DC 20008
110,421 sqft

C.2.2 Provide a corrective action chart, with timetables for

completion, for the findings in Section C.2.1.

C.2.3 Provide a chart of ongoing services to be provided, including description and frequency, at each of the buildings above. Describe the frequency, method, and cleaning tools and equipment, as well as the quantity and job title of staff assigned.

C.2.4 Provide a chart of measurable performance standards for each service offered; for example - Excellent, Good, Satisfactory, and Unsatisfactory. Include a measurable description of what constitutes each.

C.2.5 Provide a Deduction of Payment Schedule for unsatisfactory performance, including recurring occurrences.

C.2.6 Provide response time to correction of reports of unsatisfactory performance.

C.2.7 Clearly describe a planned management approach and include:

C.2.7.1 Staff reporting and interaction with UDC personnel chart

C.2.7.2 Quality Control Plan

C.2.7.3 Number of employees, job description, and hourly rates of pay for each task, or combination thereof, at each location.

C.2.7.4 Resumes of key personnel

C.2.7.5 At least two past performance evaluations and references from customers to whom you have provided similar services during the past two years.

C.2.8 Provide an annual line-item budget that includes projected monthly payments, total annual payments, and total contract amount.

C.2.9 Provide a vehicle for transportation purposes.

Proposal/BAFO

TPM GROUP

University of the District of Columbia (UDC)

Proposal Title: Janitorial Services

Solicitation Number: GF-2025-R-0020

Due Date: August 7, 2025, 2:00 P.M. Local Time

Part II – Price Proposal

SUBMITTED TO:

Name: Michiko Gadson

Email: mgadson@udc.edu

SUBMITTED BY:

Company Name: Tyson Project Management Group, LLC (TPM Group LLC)

Location: 1301 K Street, NW, STE 300, Washington, DC 20005

Web: https://www.tysonpmgroup.com/

DUNS: 830222209

Tax ID Number: 26-4539879

CBE Number: LSDZ78165092027

Point of Contact:
Lincoln Tyson
Managing Principal
tyson@tysonpmgroup.com
(202) 775-0096 (Office)

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets marked. ***TPM Group acknowledges having valid and active SAM registration.***

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1.4 Security Bonds Required (Attachment J.11)..... 27

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

1.2 Descriptive Financial Proposal

TPM Group's pricing proposal was prepared in accordance with the requirements in Section L.2 of the RFP. Our pricing proposal contains the required details as set forth in Section L.2.

In accordance with Section H.2, **TPM Group agrees to be bound by and has prepared its pricing in accordance with the Wage Determination No. 2015-4281 Revision No. 33, dated 04/23/20205, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 et seq., and incorporated herein as Section J.2.**"

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

1 Financial Proposal

1.1 Financial Bid Form

TPM GROUP

8/7/2025

Mary Ann Harris

University of the District of
Columbia 4200 Connecticut
Avenue, NW Washington, DC
20008

Attn: Chief Contracting Officer
Reference: Request for Proposal No. GF-2025-R-0020, Janitorial Services

Dear Mr. Whitaker:

On behalf of TPM Group LLC, I am pleased to submit this proposal in response to the University of the District of Columbia's Request for Proposal (RFP) No. GF-2025-R-0020, Janitorial Services for the University of the District of Columbia. The Offeror has reviewed the RFP and the attachments to it, as well as any addenda to it, and has conducted due diligence and analysis as the Offeror, in its sole judgment, has deemed necessary to submit its Bid in response to the RFP.

The Offeror's proposal is as follows:

PRICE SCHEDULE

The contractor must provide a lump sum price for the following contract line items (CLINs) as described below.

B.4 Contract Line Item No. (CLIN)	ITEM DESCRIPTION	Total Price
001	Base Period	$2,578,105.23
002	Base Period	$194,728.32
001	Option Year One	$2,578,105.23
002	Option Year One	$194,728.32
001	Option Year Two	$2,713,531.82
002	Option Year Two	$204,714.02
001	Option Year Three	$2,851,086.13
002	Option Year Three	$210,225.28
001	Option Year Four	$3,001,143.29
002	Option Year Four	$221,289.77
LUMP SUM PRICE		$14,747,657.41
The Offeror's Price Proposal shall include a detailed breakdown.		

TPM GROUP, LLC
1301 K Street, NW, Suite 300
Washington, DC 20005
202.775.0096 Office
WWW.TYSONPMGROUP.COM

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

1.2.1 Section – B - Annual Line-Item Budget for CLIN 001 and CLIN 002

Janitorial Services

BASE PERIOD

CLIN	DESCRIPTION	QTY. NTE	UNIT /MONTH	TOTAL
0001	The contractor shall provide janitorial services in accordance with Section C.	12	$ $214,842.10	$ $2,578,105.23

TOTAL PRICE IN WORDS FOR CLIN 0001:

Two million, five hundred seventy-eight thousand, one hundred five dollars and twenty-three cents.

CLIN	DESCRIPTION	QTY. NTE	UNIT/MONTH	TOTAL
0002	The contractor shall provide janitorial services in accordance with Section C.	12	$ $16,227.36	$ $194,728.32

TOTAL PRICE IN WORDS FOR CLIN 0002:

One hundred ninety-four thousand, seven hundred twenty-eight dollars and thirty-two cents.

TOTAL PRICE FOR CLIN 0001 AND 0002 OF BASE PERIOD:

$ $2,772,833.55

TOTAL PRICE IN WORDS:

Two million, seven hundred seventy-two thousand, eight hundred thirty-three dollars and fifty-five cents.

5

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

Janitorial Services

OPTION YEAR ONE

CLIN	DESCRIPTION	QTY NTE	UNIT/MONTH	TOTAL
0001	The contractor shall provide janitorial services in accordance with Section C.	12	$ $214,842.10	$ $2,578,105.23

TOTALPRICE IN WORDS FOR CLIN 0001 FOR OPTION YEAR ONE:

Two million, five hundred seventy-eight thousand, one hundred five dollars and twenty-three cents.

CLIN	DESCRIPTION	QTY NTE	UNIT/MONTH	TOTAL
0002	The contractor shall provide janitorial services in accordance with Section C.	12	$ $16,227.36	$ $194,728.32

TOTAL PRICE IN WORDS FOR CLIN 0002 FOR OPTION YEAR ONE:

One hundred eighty-nine thousand seven hundred twenty-eight dollars and thirty-two cents.

TOTAL PRICE FOR CLIN 0001 AND 0002 FOR OPTION YEAR ONE:

$ $2,772,833.55

TOTAL PRICE IN WORDS:

One hundred ninety-four thousand, seven hundred twenty-eight dollars and thirty-two cents.

OPTION YEAR TWO

6

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

Janitorial Services

CLIN	DESCRIPTION	QTY NTE	UNIT/MONTH	TOTAL
0001	The contractor shall provide janitorial services in accordance with Section C.	12	$$226,127.65	$ $2,713,531.82

TOTALPRICE IN WORDS FOR CLIN 0001 FOR OPTION YEAR TWO:

Two million, seven hundred thirteen thousand, five hundred thirty-one dollars and eighty-two cents.

CLIN	DESCRIPTION	QTY NTE	UNIT/MONTH	TOTAL
0002	The contractor shall provide janitorial services in accordance with Section C.	12	$$17,059.50	$$204,714.02

TOTAL PRICE IN WORDS FOR CLIN 0002 FOR OPTION YEAR TWO:

Two hundred four thousand, seven hundred fourteen dollars and two cents.

TOTAL PRICE FOR CLIN 0001 AND 0002 FOR OPTION YEAR TWO:

$ $2,918,245.84

TOTAL PRICE IN WORDS:

Two million, nine hundred eighteen thousand, two hundred forty-five dollars and eighty-four cents.

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Janitorial Services

OPTION YEAR THREE

CLIN	DESCRIPTION	QTY NTE	UNIT/MONTH	TOTAL
0001	The contractor shall provide janitorial services in accordance with Section C.	12	$ $237,590.51	$ $2,851,086.13

TOTAL PRICE IN WORDS FOR CLIN 0001 FOR OPTION YEAR THREE:

Two million eight hundred fifty-one thousand eighty-six dollars and thirteen cents.

CLIN	DESCRIPTION	QTY NTE	UNIT/MONTH	TOTAL
0002	The contractor shall provide janitorial services in accordance with Section C.	12	$ $17,518.77	$ $210,225.28

TOTAL PRICE IN WORDS FOR CLIN 0002 FOR OPTION YEAR THREE:

Two hundred ten thousand two hundred twenty-five dollars and twenty-eight cents.

TOTAL PRICE FOR CLIN 0001 AND 0002 FOR OPTION YEAR THREE:

$ $3,061,311.41

TOTAL PRICE IN WORDS:

Three million sixty-one thousand three hundred eleven dollars and forty-one cents.

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

Janitorial Services

OPTION YEAR FOUR

CLIN	DESCRIPTION	QTY NTE	UNIT/MONTH	TOTAL
0001	The contractor shall provide janitorial services in accordance with Section C.	**12**	$ $250,095.27	$ $3,001,143.29

TOTAL PRICE IN WORDS FOR CLIN 0001 FOR OPTION YEAR FOUR:

Three million, one hundred forty-three dollars and twenty-nine cents

CLIN	DESCRIPTION	QTY NTE	UNIT/MONTH	TOTAL
0002	The contractor shall provide janitorial services in accordance with Section C.	**12**	$ $18,440.81	$ $221,289.77

TOTAL PRICE IN WORDS FOR CLIN 0002 FOR OPTION YEAR FOUR:

Three million one thousand one hundred forty-three dollars and twenty-nine cents.

TOTAL PRICE FOR CLIN 0001 AND 0002 FOR OPTION YEAR FOUR:

$ $3,222,433.06

TOTAL PRICE IN WORD:

Three million two hundred twenty-two thousand four hundred thirty-three dollars and six cents.

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Janitorial Services

BASE + FOUR OPTION YEAR FOUR

TOTAL AMOUNT $ $14,747,657.41

The maximum total price of this contract is the sum total of the price herein for the base period and four option periods, or fractions thereof, as written below.

Fourteen million, seven hundred forty-seven thousand, six hundred fifty-seven dollars and forty-one cents.

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1.3 Completed Attachments

1.3.1 Attachment J3

TPM GROUP

NOTICE OF COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY (EEO) REQUIREMENTS

Mayor's Order 85-85, "Compliance with Equal Opportunity Requirements in Contracts," effective June 10, 1985 ("Mayor's Order 85-85"); the rules implementing Mayor's Order 85-85, 4 DCMR § 1100 et seq.; and the D.C. Human Rights Act of 1977, as amended, D.C. Code § 2-1401 et seq. ("D.C. Human Rights Act") are hereby included as part of this bid/proposal. Therefore, each bidder/offeror shall indicate below their written commitment to comply with Mayor's Order 85-85, the implementing rules, and the D.C. Human Rights Act. Failure to comply with these provisions shall result in rejection of the respective bid/proposal.

I, Lincoln Tyson, the authorized representative of TPM Group, LLC (Name of Contractor/Business), hereinafter referred to as "the Contractor" certify that the Contractor is fully aware of all of all of the provisions of Mayor's Order 85-85, the implementing rules, and the D.C. Human Rights Act. I further certify that the Contractor shall fully comply with Mayor's Order 85-85, the implementing rules, and the D.C. Human Rights Act for the trades, crafts, and skills to be used during the term of the performance of the contract whether or not the work is subcontracted if the Contractor is awarded the D.C. Government Contract referenced by the contract number, solicitation number, and/or bid number entered below. Further, I certify that the Contractor acknowledges and understands that the award of said contract and its continuation are specifically conditioned upon the Contractor's compliance with Mayor's Order 85-85, the implementing rules, and the D.C. Human Rights Act.

Lincoln Tyson
Name of Authorized Official and Title

7/31/2025
Date

Lincoln Tyson
Signature of Authorized Official

TPM GROUP, LLC
Name of Contractor/Business

GF-2025-R-0020
Contract/Solicitation/Bid Number

1301 K Street NW, Suite 300
Washington, DC 20005
(202) 775-0096

Revised 10.18.2024

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TPM GROUP

EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY COMMITMENT

TPM GROUP, LLC (Name of Contractor/Business) shall not discriminate against any employee or applicant for employment because of age, color, credit information, disability, family responsibilities, gender identity and expression, genetic information, homeless status, marital status, matriculation, national origin, personal appearance, political affiliation, race, religion, sex, sexual orientation, or status of a victim or family member of a victim of domestic violence, a sexual offense, or stalking.

TPM GROUP, LLC (Name of Contractor/Business) agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, color, credit information, disability, family responsibilities, gender identity and expression, genetic information, homeless status, marital status, matriculation, national origin, personal appearance, political affiliation, race, religion, sex, sexual orientation, or status of a victim or family member of a victim of domestic violence, a sexual offense, or stalking. The affirmative action shall include, but not be limited to, the following: (1) employment, upgrading, or transfer; (2) recruitment or recruitment advertising; (3) demotion, layoff, or termination; (4) rates of pay, or other forms of compensation; and (5) selection for training and apprenticeship.

TPM GROUP, LLC (Name of Contractor/Business) agrees to post in conspicuous places, available to employees and applicants for employment, the above provisions concerning non-discrimination and equal employment opportunity.

TPM GROUP, LLC (Name of Contractor/Business) shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment pursuant to the above provisions concerning non-discrimination and equal employment opportunity.

TPM GROUP, LLC (Name of Contractor/Business) agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement, or other contract or understanding, a notice that it will comply with the above provisions concerning non-discrimination and equal employment opportunity and the contractor's commitments represented herein, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

TPM GROUP, LLC (Name of Contractor/Business) agrees to permit access to all books, records, and accounts, pertaining to its employment practices, by the Director of the Office of Human Rights and the Contracting Agency for purposes of investigation to ascertain compliance with the above provisions concerning non-discrimination and equal employment opportunity, and to require under terms of any subcontractor agreement each subcontractor to permit access of the subcontractors, books, records, and accounts for such purposes.

Revised 10.18.2024

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

TPM GROUP, LLC (Name of Contractor/Business) agrees to comply with all guidelines concerning non-discrimination and equal employment opportunity applicable in the District of Columbia.

TPM GROUP, LLC (Name of Contractor/Business) shall include in every subcontract the above provisions concerning non-discrimination and equal employment opportunity, so that these provisions shall be binding upon each subcontractor or vendor.

TPM GROUP, LLC (Name of Contractor/Business) shall take action with respect to any subcontract as the Contracting Officer may direct as a means of enforcing these provisions, including sanctions for non-compliance; provided, that in the event the prime contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the prime contractor may request the District to enter into such litigation to protect the interest of the District.

Lincoln Tyson, Principal	7/31/2025
Name of Authorized Official and Title	Date
Lincoln Tyson	TPM GROUP, LLC
Signature of Authorized Official	Name of Contractor/Business

1301 K Street, NW, Suite 300
Washington, DC 20005
(202) 775-0096

Revised 10.18.2024

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EQUAL EMPLOYMENT OPPORTUNITY
EMPLOYER INFORMATION REPORT

GOVERNMENT OF THE DISTRICT OF COLUMBIA DC Office of Contracting and Procurement Employer Information Report (EEO)	Reply to: Office of Contracting and Procurement 441 4th Street, NW, Suite 700 South Washington, DC 20001

Instructions:
Two (2) copies of DAS 84-404 or Federal Form EEO-1 shall be submitted to the Office of Contracting and Procurement to comply with Section D of this report ONLY. One copy shall be retained by the Contractor.

Section A – TYPE OF REPORT

1. Indicate by marking in the appropriate box the type of reporting unit for which this copy of the form is submitted (MARK ONLY ONE BOX)

Single Establishment Employer
(1) ☑ Single-establishment Employer Report

Multi-establishment Employer
(2) ☐ Consolidated Report
(3) ☐ Headquarters Report
(4) ☐ Individual Establishment Report (submit one for each establishment with 25 or more employees)
(5) ☐ Special Report

2. Total number of reports being filed by this Company. 1

Section B – COMPANY IDENTIFICATION OFFICIAL (To be answered by all employers) — OFFICIAL USE ONLY

1. Name of Company which owns or controls the establishment for which this report is filed: Tyson Project Management Group, LLC — a.

Address (Number and street)	City or Town	Country	State	Zip Code	b.
1301 K Street NW #300	Washington	USA	DC	20005	

b. Employer Identification No. 2 6 4 5 3 9 8 7 9

2. Establishment for which this report is filed: Same as above — OFFICIAL USE ONLY

a. Name of establishment — c.

Address (Number and street)	City or Town	Country	State	Zip Code	d.
Same as above					

b. Employer Identification No.

3. Parent of affiliated Company: N/A

a. Name of parent or affiliated Company	b. Employer Identification No.			
N/A				
Address (Number and street)	**City or Town**	**Country**	**State**	**Zip Code**

Section C - ESTABLISHMENT INFORMATION

1. Is the location of the establishment the same as that reported last year?
☒ Yes ☐ No ☐ Did not report last year ☐ Report on combined basis

2. Is the major business activity at this establishment the same as that reported last year? Yes
☐ Yes ☐ No ☐ Did not report last year ☐ Report on combined basis

OFFICIAL USE ONLY

3. What is the major activity of this establishment? (Be specific, i.e., manufacturing steel castings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or service provided, as well as the principal business or industrial activity.) — e.
Project Management

4. MINORITY GROUP MEMBERS: Indicate if you are a minority business enterprise (50% owned or 51% controlled by minority members).
☑ YES ☐ NO

DAS 84-404 (Replaces D.C. Form 2640.9 Sept. 74 which is Obsolete) 84-2P891

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

SECTION D – EMPLOYMENT DATA

Employment at this establishment – Report all permanent, temporary, or part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zero. *In columns 1, 2, and 3, include ALL employees in the establishment Including those in minority groups*

JOB CATEGORIES	TOTAL EMPLOYEES IN ESTABLISHMENT			MINORITY GROUP EMPLOYEES							
				MALE				FEMALE			
	Total Employees Including Minorities (1)	Total Male Including Minorities (2)	Total Female Including Minorities (3)	Black (4)	Asian (5)	American Indian (6)	Hispanic (7)	Black (8)	Asian (9)	American Indian (10)	Hispanic (11)
Officials and Managers	8	7	1	8	0	0	0	1	0	0	0
Professionals	1		1	0	0	0	0	1	0	0	0
Technicians											
Sales Workers	1		1	0	0	0	0	1	0	0	0
Office and Clerical	3		3	0	0	0	0	3	0	00	
Craftsman (Skilled)	7	7	0	7	0	0	0	0	0	0	0
Operative (Semi-Skilled)											
Laborers (Unskilled)	33	32	1	30	0		2	1			
Service Workers	53	46	7								
TOTAL											
Total employ reported in previous report											

(The trainee below should also be included in the figures for the appropriate occupation categories above)

		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
Formal On-The-Job Trainee	White collar	0	0	0	0	0	0	0	0	0	0	0
	Production	0	0	0	0	0	0	0	0	0	0	0

1. How was information as to race or ethnic group in Section D obtained?
   a. ☑ Visual Survey c. ☐ Other Specify_____
   b. ☐ Employment Record_____
2. Dates of payroll period used: 7/25/2025
3. Pay period of last report submitted for this establishment: _____

Section E – REMARKS Use this Item to give any identification data appearing on last report which differs from that given above, explain major changes in composition or reporting units, and other pertinent information.

Section F - CERTIFICATION

Check one
☐ (1) All reports are accurate and were prepared in accordance with the instructions (check on consolidated only)
☑ (2) This report is accurate and was prepared in accordance with the instructions.

Cynthia Watts, Office Adminstrator	Cynthia Watts	7/31/2025
Name of Authorized Official / Title	**Signature**	**Date**

Name of person contact regarding this report	Address (Number and Street)			
1301 K Street NW #300	Washington, DC 20005	202-775-0096		
Title	**City and State**	**Zip Code**	**Telephone Number**	**Extension**

INFORMATION CITED HEREIN SHALL BE HELD IN CONFIDENCE

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

1.3.2 Attachment J.4

GOVERNMENT OF THE DISTRICT OF COLUMBIA
FIRST SOURCE EMPLOYMENT AGREEMENT 2
FOR NON CONSTRUCTION CONTRACTS ONLY

GOVERNMENT-ASSISTED CONTRACT INFORMATION

CONTRACT/SOLICITATION NUMBER: GF-2025-R-0020
DISTRICT CONTRACTING AGENCY: University of the District of Columbia
CONTRACTING OFFICER: Michiko Gadson
TELEPHONE NUMBER: 202-274-5161 Email: mgadson@udc.edu
TOTAL CONTRACT AMOUNT
EMPLOYER CONTRACT AMOUNT:
CONTRACT NAME:
CONTRACT ADDRESS:
CITY: STATE: ZIP CODE:
CONTRACT START DATE: CONTRACT END DATE:
EMPLOYER START DATE: EMPLOYER END DATE:

TOTAL GOVERNMENT ASSISTED FUNDED AMOUNT: DATE

☐ CONTRACT ☐ GRANT ☐ LOAN ☐ TAX ABATEMENT OR EXEMPTION ☐ LAND TRANSFER ☐ LAND DISPOSITION AND DEVELOPMENT AGREEMENT ☐ TAX INCREMENT FINANCING ☐ ANY ADDITIONAL LEGISLATION, IF YES
D.C. CODE#

BASE YEAR ☐ OPTION YEAR: 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ ***(SELECT CONTRACT YEAR)***
DESCRIPTION OF WORK:

EMPLOYER INFORMATION

EMPLOYER NAME: Tyson Project Management Group, LLC
EMPLOYER ADDRESS: 1301 K Street NW, Suite 300
CITY: Washington STATE: DC ZIP CODE: 20005
TELEPHONE NUMBER: 202-775-0096 FEDERAL IDENTIFICATION NO.: 26-453-9879
CONTACT PERSON: Lincoln Tyson
TITLE: Principal
E-MAIL: tyson@tysonpmgroup.com TELEPHONE NUMBER: 202-775-0096
CERTIFIED BUSINESS ENTERPRISE CERTIFICATION NUMBER: LSDB78165092027
D.C. APPRENTICESHIP COUNCIL REGISTRATION NUMBER:
ARE YOU A SUBCONTRACTOR ☐ YES ☐ NO IF YES, NAME OF PRIME CONTRACTOR:
NONPROFIT ORGANIZATION WITH 50 EMPLOYEES OR LESS: YES ☐ No ☑

This First Source Employment Agreement (Agreement), in accordance with Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Official Code §§ 2-219.01 – 2-219.05) and relevant provisions of the Apprenticeship Requirements Amendment Act of 2004 (D.C. Official Code § 2-219.03 and § 32-1431 is between the District of Columbia Department of Employment Services (DOES) and EMPLOYER.

Pursuant to this Agreement, the EMPLOYER, which includes all contractors and subcontractors, shall meet the following requirements:

Employer shall hire 51% District of Columbia residents (DC residents) for all new jobs created by the Contract and 35% of all apprenticeship hours worked in connection with the Contract shall be worked by DC residents registered in programs approved by the District of Columbia Apprenticeship Council.

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EMPLOYER shall use DOES as its first source for recruitment, referral, and placement of new hires for all new jobs created by the Government Assisted Project or Contract (Contract).

EMPLOYER began work on the Contract, prior to receipt of an accepted First Source Employment Agreement (Agreement) from DOES, in violation of D.C. Code §2-219.03. In order to continue to work on the Contract, Employer shall adhere to the Agreement requirements retroactive to the date that work began and continuing until Contract completion.

The Parties agree to the terms and conditions of the Agreement as follows:

I. DEFINITIONS

The following definitions shall govern the terms used in this Agreement.

A. **Apprentice** means a worker who is employed to learn an apprenticeable occupation under the terms and conditions of approved apprenticeship standards.

B. **Beneficiary** means:
   1. The signatory to a contract executed by the Mayor which involves any District of Columbia government funds or funds which, in accordance with a federal grant or otherwise, the District government administers and which details the number and description of all jobs created by a government-assisted Contract for which the beneficiary is required to use the First Source Register.

   2. A recipient of a District government economic development action, including contracts, grants, loans, tax abatements, land transfers for redevelopment, or tax increment financing that results in a financial benefit of $300,000 or more from an agency, commission, instrumentality, or other entity of the District government, including a financial or banking institution which serves as the repository for $1 million or more of District of Columbia funds.

   3. A retail or commercial tenant that is a direct recipient of a District government economic development action, including contracts, grants, loans, tax abatements, land transfers for public redevelopment, or tax increment financing in excess of $300,000.

C. **Contracting Agency** means any District of Columbia agency that is awarded a government-assisted Contract totaling $300,000 or more.

D. **Direct labor costs** means all costs, including wages and benefits, associated with the hiring and employment of personnel assigned to a process in which payroll expenses are traced to the units of output and are included in the cost of goods sold.

E. **EMPLOYER** means any entity awarded a government-assisted Project or Contract totaling $300,000.00 or more, including all individual contractor and subcontractor entities at any tier, who performed work on the Project or Contract.

F. **First Source Employer Portal** means the website consisting of a connected group of static and dynamic (functional) pages and forms on the World Wide Web accessible by Uniform Resource Locator (URL) and maintained by DOES to provide information and reporting functionality to EMPLOYERS.

G. **First Source Register** means the DOES Automated Applicant Files, which consists of the names of District of Columbia residents registered with DOES.

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

H. **Good faith effort** means an EMPLOYER has exhausted all reasonable means to comply with any affirmative action, hiring, or contractual goal(s) pursuant to the First Source law and Agreement.

I. **Government-assisted Project or Contract (Contract)** means any construction or non-construction Project or Contract receiving funds or resources, valued at $300,00 or more, from the District of Columbia or funds or resources which, in accordance with a federal grant or otherwise, the District of Columbia government administers, including contracts, grants, loans, tax abatements or exemptions, land transfers, land disposition and development agreements, tax increment financing, or any combination of the aforementioned.

J. **Hard to employ** means a District of Columbia resident who is confirmed by DOES as:

1. An ex-offender who has been released from prison within the last 10 years;
2. A participant of the Temporary Assistance for Needy Families program;
3. A participant of the Supplemental Nutrition Assistance Program;
4. Living with a permanent disability verified by the Social Security Administration or District vocational rehabilitation program;
5. Unemployed for six (6) months or more in the last 12-month period;
6. Homeless;
7. A participant or graduate of the Transitional Employment Program established by § 32-1331; or
8. An individual who qualified for inclusion in the Work Opportunity Tax Credit Program as certified by DOES.

K. **Indirect labor costs** means all costs, including wages and benefits, that are part of operating expenses and are associated with the hiring and employment of personnel assigned to tasks other than producing products.

L. **Jobs** means any union and non-union managerial, non-managerial, professional, nonprofessional, technical or nontechnical position, including: clerical and sales occupations; service occupations; processing occupations; machine trade occupations; bench work occupations; structural work occupations; agricultural, fishery, forestry, and related occupations; and any other occupations as DOES may identify in the Dictionary of Occupational Titles, United States Department of Labor.

M. **New Hire:** New employee hired by EMPLOYER to work on the government assisted Contract or Project for the new job created.

N. **Transfer:** Existing employees EMPLOYER who has already worked for company and has been moved from one contract to another contract.

O. **Revised Employment Plan** means a document prepared and submitted by the EMPLOYER that includes the following:

1. A projection of the total number of new positions that will be created as a result of

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the contract, including the job title, number of positions available, indication of part-time or full-time status, salary range, union affiliation (if applicable), and the contracted hire dates;

2. A roster of all current employees to include the name, affirmation of DC residence (check mark), and Ward, including apprentices, trainees, and transfers from other projects or contracts, who will be employed on the Contract;

3. A projection of the total number of full-time and part-time salaried employees on an annual basis that will be utilized on the Contract and the total number of full-time and part-time salaried employees that will be District residents;

4. A projection of the total number of hours to be worked on the Contract by full-time and part-time hourly wage employees on an annual basis and a projection of the total number of hours to be worked on the Contract by full-time and part-time hourly wage employees who are District residents;

5. A timetable outlining the total number of hours to be worked on the Contract by full-time and part-time hourly wage employees by job category and the total number of full-time and part-time salaried employees by job category over the duration of the life of the hiring requirements set forth by DOES and an associated hiring schedule which predicts when specific job openings will be available;

6. Descriptions of the skill requirements by job title or position, including industry-recognized certifications required for the different positions;

7. A strategy to fulfill DC resident hiring percentage pursuant to this Agreement, including a component on communicating these requirements to contractors and subcontractors and a component on potential community outreach partnerships with the University of the District of Columbia, the University of the District of Columbia Community College, DOES, Jointly Funded Apprenticeship Programs, the District of Columbia Workforce Intermediary, or other government-approved, community-based job training providers;

8. A remediation strategy to ameliorate any problems associated with meeting these hiring requirements, including any problems encountered with contractors and subcontractors;

9. The designation of a senior official from the EMPLOYER who will be responsible for implementing the hiring and reporting requirements;

10. Descriptions of the health and retirement benefits that will be provided to DC residents working on the Contract or Project;

11. A strategy to ensure that DC residents who work on the Contract or Project receive ongoing employment and training opportunities after they complete work on the job for which they were initially hired and a review of past practices in continuing to employ DC residents from one Contract or Project to the next;

12. A strategy to hire graduates of District of Columbia Public Schools, District of Columbia Public Charter Schools, and community-based job training providers, and hard-to-employ DC residents; and

13. A disclosure of past compliance with the Workforce Act and the Davis-Bacon Act,

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where applicable, and the EMPLOYER'S general DC resident hiring practices on projects or contracts completed within the last 2 years.

P. **Tier Subcontractor** means any contractor selected by the primary subcontractor to perform portion(s) or all work related to the trade or occupation area(s) on a contract or project subject to this First Source Agreement.

Q. **Washington Metropolitan Statistical Area** means the District of Columbia; Virginia Cities of Alexandria, Fairfax, Falls Church, Fredericksburg, Manassas, and Manassas Park; the Virginia Counties of Arlington, Clarke, Fairfax, Fauquier, Loudon, Prince William, Spotsylvania, Stafford, and Warren; the Maryland Counties of Calvert, Charles, Frederick, Montgomery, and Prince Georges; and the West Virginia County of Jefferson.

R. **Workforce Intermediary Pilot Program** means the intermediary between employers and training providers to provide employers with qualified DC resident job applicants. See DC Official Code § 2-219.04b.

II. GENERAL TERMS

A. Subject to the terms and conditions set forth herein, DOES will receive the Agreement from the Contracting Agency no less than seven (7) calendar days in advance of the Contract start date. No work associated with the relevant Contract can begin until the Agreement has been accepted by DOES.

B. The EMPLOYER shall require all contract Employers with contracts or subcontracts, under a contract receiving government assistance or benefits valued at $300,000 or more, to enter into an Agreement with DOES.

C. DOES will provide recruitment, referral, and placement services to the EMPLOYER, subject to the limitations in this Agreement.

D. Agreement will take affect once beneficiary/Employer been awarded a contract and has started work on the government assisted contract and no work can begin prior to execution of the Agreement and will be fully effective through the duration, any extension or modifications of the contract and until such as construction is complete and a certificate of occupancy is issued.

E. If an EMPLOYER began work prior to the execution of a First Source Employment Agreement, the EMPLOYER shall cease work on the contract and sign a revised First Source Employment Agreement to be bound by the applicable First Source Employment Agreement requirements, retroactively, from the start of work throughout the duration of the contract.

F. DOES and the EMPLOYER agree that, for purposes of this Agreement, new hires and jobs created for the Contract (both union and nonunion) include all of EMPLOYER'S job openings and vacancies in the Washington Metropolitan Statistical Area created for the Contract as a result of internal promotions, terminations, and expansions of the EMPLOYER'S workforce.

G. This Agreement includes apprentices as defined in D.C. Official Code §§ 32-1401-1431.

H. DOES will make every effort to work within the terms of all collective bargaining agreements to which the EMPLOYER is a party. The EMPLOYER will provide DOES with written documentation that the EMPLOYER has provided the representative of any collective bargaining unit involved with this Contract a copy of this Agreement and has requested comments or objections. If the representative has any comments or objections, the

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EMPLOYER will promptly provide them to DOES.

I. EMPLOYER with a contract with the District of Columbia government to perform construction, renovation work, or information technology work with a single contract, or cumulative contracts, of at least $500,000, within a 12-month period will be required to register an apprenticeship program with the District of Columbia Apprenticeship Council as required by DC Code 32-1431.

J. If, during the term of this Agreement, the EMPLOYER should transfer possession of all or a portion of its business concerns affected by this Agreement to any other party by lease, sale, assignment, merger, or otherwise this First Source Agreement shall remain in full force and effect and transferee shall remain subject to all provisions herein. In addition, the EMPLOYER as a condition of transfer shall:

1. Notify the party taking possession of the existence of this EMPLOYER'S First Source Employment Agreement.

2. Notify DOES within seven (7) business days of the transfer. This notice will include the name of the party taking possession and the name and telephone of that party's representative.

K. The EMPLOYER and DOES may mutually agree to modify this Agreement. Any modification shall be in writing, signed by the EMPLOYER and DOES, and attached to the original Agreement.

L. To the extent that this Agreement is in conflict with any federal labor laws or governmental regulations, the federal laws or regulations shall prevail.

III. TRAINING

A. DOES and the EMPLOYER may agree to develop skills training and on-the-job training programs as approved by DOES; the training specifications and cost for such training will be mutually agreed upon by the EMPLOYER and DOES and will be set forth in a separate Training Agreement.

IV. RECRUITMENT

A. The Employer shall complete a Revised Employment Plan that will include the information outlined in Section I.O.

B. The EMPLOYER shall register and post all job vacancies with the Job Bank Services of DOES at www.dcnetworks.org for a minimum of 10 calendar days. Should Employer need assistance posting job vacancies, Employer may contact Job Bank Services at (202) 698-6001.

C. The EMPLOYER shall notify DOES of all new jobs created for the Contract within at least seven (7) business days (Monday - Friday) of the EMPLOYER'S identification/creation of the new jobs. The Notice of New Job Creation shall include the number of employees needed by job title, qualifications and specific skills required to perform the job, hiring date, rate of pay, hours of work, duration of employment, and a description of the work to be performed. This must be done before using any other referral source.

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D. Job openings to be filled by internal promotion from the EMPLOYER'S current workforce shall be reported to DOES for placement and referral, if the job is newly created. EMPLOYER shall provide DOES a Notice of New Job Creation that details such promotions in accordance with Section IV.B.

E. The EMPLOYER shall submit to DOES, prior to commencing work on the Contract, a list of current employees that includes the name, Social Security Number, and residency status of all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Contract. All EMPLOYER information reviewed or gathered, including Social Security Numbers, as a result of DOES' monitoring and enforcement activities will be held confidential in accordance with all District and federal confidentiality and privacy laws and used only for the purposes that it was reviewed or gathered.

V. REFERRAL

A. DOES will screen applicants through carefully planned recruitment and training events and provide the EMPLOYER with a list of qualified applicants according to the number of employees needed by job title, qualifications and specific skills required to perform the job, hiring date, rate of pay, hours of work, duration of employment, and a description of the work to be performed as supplied by the EMPLOYER in its Notice of New Job Creation set forth above in Section IV.B.

B. DOES will notify the EMPLOYER of the number of applicants DOES will refer, prior to the anticipated hiring dates.

VI. PLACEMENT

A. The EMPLOYER shall in good faith, use reasonable efforts to select its new hires or employees from among the qualified applicants referred by DOES. All hiring decisions are made by the EMPLOYER.

B. In the event that DOES is unable to refer qualified applicants meeting the EMPLOYER'S established qualifications, within seven (7) business days (Monday - Friday) from the date of notification from the EMPLOYER, the EMPLOYER will be free to directly fill remaining positions for which no qualified applicants have been referred. However, EMPLOYER shall still be required to meet the First Source hiring requirements for all new jobs created by the Contract.

C. After the EMPLOYER has selected its employees, DOES is not responsible for the employees' actions and the EMPLOYER hereby releases DOES, and the Government of the District of Columbia, the District of Columbia Municipal Corporation, and the officers and employees of the District of Columbia from any liability for employees' actions.

VII. REPORTING REQUIREMENTS

A. EMPLOYER with Contracts receiving government assistance valued at $300,000 or more shall hire DC residents for at least 51% of all new jobs created by the contract and 35% of all apprenticeship hours worked in connection with the Contract shall be worked by DC residents registered in programs approved by the District of Columbia Apprenticeship Council.

B. EMPLOYER shall register in the First Source Online Registration and Reporting System for electronic submission of all monthly Contract Compliance data, payroll records and any other

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documents required by DOES for reporting and monitoring.

C. EMPLOYER shall submit to the Department of Employment Services each month from the start of the contract a hiring compliance report for the contract that includes the following Contract Compliance data:
   1. Number of new job openings created/available;
   2. Number of new job openings listed with DOES, or any other District Agency;
   3. Number of DC residents hired for new jobs;
   4. Number of employees transferred to the Contract;
   5. Number of DC residents transferred to the Contract;
   6. Direct or indirect labor cost associated with the Contract;
   7. Each employee's name, job title, Social Security Number, hire date, residence, and referral source;
   8. Number of apprenticeship hours worked;
   9. Number of apprenticeship hours worked by DC residents; and
   10. Workforce statistics throughout the entire Contract tenure.

D. Monthly, EMPLOYER must electronically submit the Contract Compliance data to DOES. EMPLOYER is also required to make payroll and employment records available to DOES as a part of compliance monitoring, upon request.

VIII. FINAL REPORT AND GOOD FAITH EFFORTS

A. With the submission of the final request for payment from the Contracting Agency, the EMPLOYER shall:

   1. Document in a report to DOES its compliance with the hiring percentage requirements for all new jobs created by the Contract and the percentages of DC residents employed in all Job Classifications, for each area of the Contract; or

   2. Submit to DOES a request for a waiver of the hiring percentage requirements for all new jobs created by the Contract that will include the following documentation:

      a. Documentation supporting EMPLOYER'S good faith effort to comply;
      b. Referrals provided by DOES and other referral sources; and
      c. Advertisement of job openings listed with DOES and other referral sources.

B. DOES may waive the hiring percentage requirements for all new jobs created by the Contract, and/or the required percentages of DC residents in all Job Classifications areas on the Contract, if DOES finds that:

   1. DOES certified that Beneficiary or EMPLOYER demonstrated a good faith effort to comply, as set forth in Section VIII.C.; or

   2. EMPLOYER is located outside the Washington Metropolitan Statistical Area and none of the contract work is performed inside the Washington Metropolitan Statistical Area; or

   3. The beneficiary published each job opening or part-time work needed for 7 calendar days in a District newspaper of city-wide circulation; and

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4. DOES certified that there are insufficient numbers of DC residents in the labor market possessing the skills required by the EMPLOYER for the positions created as a result of the Contract.

5. EMPLOYER entered into a special workforce development training or placement arrangement with DOES or with the District of Columbia Workforce Intermediary.

C. DOES shall consider documentation of the following when making a determination of a good-faith effort to comply:

1. DOES has certified that there are insufficient number of District residents in the labor market possessing the skills required by the Employer for the positions created as a result of the Project;

2. Whether the EMPLOYER posted the jobs on the DOES job website for a minimum of ten (10) calendar days;

3. Whether the EMPLOYER advertised each job opening in a District newspaper with city-wide circulation for a minimum of seven (7) calendar days;

4. Whether the EMPLOYER advertised each job opening in special interest publications and on special interest media for a minimum of seven (7) calendar days;

5. Whether the EMPLOYER hosted informational/recruiting or hiring fairs;

6. Whether the EMPLOYER contacted churches, unions, and/or additional Workforce Development Organizations;

7. Whether the EMPLOYER interviewed employable candidates;

8. Whether the EMPLOYER created or participated in a workforce development program approved by DOES;

9. Whether the EMPLOYER created or participated in a workforce development program approved by the District of Columbia Workforce Intermediary;

10. Whether the EMPLOYER substantially complied with the relevant monthly reporting requirements set forth in this section;

11. Whether the EMPLOYER has submitted and substantially complied with its most recent employment plan that has been approved by DOES; and

12. Any additional documented efforts.

IX. MONITORING

A. DOES is the District agency authorized to monitor and enforce the requirements of the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Official Code §§ 2-219.01 – 2.219.), and relevant provisions of the Apprenticeship Requirements Amendment Act of 2004 (D.C. Official Code § 2-219.03 and § 32-1431). As a part of monitoring and enforcement, DOES may require and EMPLOYER shall grant access to Contract sites, employees, and documents.

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B. EMPLOYER'S noncompliance with the provisions of this Agreement may result in the imposition of penalties.

C. All EMPLOYER information reviewed or gathered, including Social Security Numbers, as a result of DOES' monitoring and enforcement activities will be held confidential in accordance with all District and federal confidentiality and privacy laws and used only for the purposes that it was reviewed or gathered.

D. DOES shall monitor all Contracts as authorized by law. DOES will:

1. Review all contract controls to determine if the Beneficiary or EMPLOYER, including any Contractors or Subcontractors, are subject to the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011.

2. Notify stakeholders and company officials and establish meetings to provide technical assistance involving the First Source process.

3. Make regular site visits to determine if the EMPLOYER or Subcontractor's workforce is in concurrence with the submitted Agreement and Monthly Compliance Reports.

4. Inspect and copy payroll, personnel records and any other records or information necessary to ensure the required workforce utilization is in compliance with the First Source Law.

5. Conduct desk reviews of *Monthly Compliance Reports*.

6. Educate EMPLOYERS about additional services offered by DOES, such as On-the-Job Training programs and tax incentives for EMPLOYERS who hire from certain categories.

7. Monitor and complete statistical reports that identify the overall Contract, Employer, contractor, and subcontractors' hiring.

8. Provide formal notification of non-compliance with the required hiring or any alleged breach of the First Source Law to all contracting agencies, and stakeholders.

X. PENALTIES

A. Willful Breach of the Agreement by the EMPLOYER, failure to submit the contract compliance reports, deliberate submission of falsified data may result in DOES imposing a fine of 5% of the total amount of the direct and indirect labor costs of the contract, in addition to other penalties provided by law. Failure to meet the required hiring requirements or failure to receive good faith waiver may result in the Department of Employment Services imposing a penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the beneficiary fail to meet the hiring requirements.

B. EMPLOYERS who have been found in violation two (2) times or more over a 10-year period may be debarred and/or deemed ineligible for consideration for Contracts for a period of five (5) years.

C. Appeals of violations or fines will be filed with the Contract Appeals Board.

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I hereby certify that I have the authority to bind the EMPLOYER to this Agreement from the start of work on the Contract throughout the duration of the Contract.

By:
Lincoln Tyson
EMPLOYER Senior Official (Print)

7/31/2025
Date

Lincoln Tyson
EMPLOYER Senior Official (Signature)

Tyson Project Management Group, LLC
Name of Company

1301 K Street NW, Suite 300

Washington, DC 20005
Address

202-775-0096
Telephone

tyson@tysonpmgroup.com
Email

Signature Department of Employment Service

Date

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

1.3.3 Attachment J.7

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Office of the Chief Financial Officer
Office of Tax and Revenue

TAX CERTIFICATION AFFIDAVIT

THIS AFFIDAVIT IS TO BE COMPLETED ONLY BY THOSE WHO ARE REGISTERED TO CONDUCT BUSINESS IN THE DISTRICT OF COLUMBIA.

Date 7/31/2025

Authorized Agent	Lincoln Tyson
Name of Organization/Entity	Tyson Project Management Group, LLC DBA TPM Group
Business Address (include zip code)	1301 K Street NW, Suite 300, Washington, DC 20005
Business Phone Number	202-775-0096

Authorized Agent	Lincoln Tyson
Principal Officer Name and Title	Lincoln Tyson, Principal
Square and Lot Information	
Federal Identification Number	26-4539879
Contract Number	202-775-0096
Unemployment Insurance Account No.	162844

I hereby authorize the District of Columbia, Office of the Chief Financial Officer, Office of Tax and Revenue to release my tax information to an authorized representative of the District of Columbia agency with which I am seeking to enter into a contractual relationship. I understand that the information released will be limited to whether or not I am in compliance with the District of Columbia tax laws and regulations solely for the purpose of determining my eligibility to enter into a contractual relationship with a District of Columbia agency. I further authorize that this consent be valid for one year from the date of this authorization.

I hereby certify that I am in compliance with the applicable tax filing and payment requirements of the District of Columbia. The Office of Tax and Revenue is hereby authorized to verify the above information with the appropriate government authorities.

Signature of Authorizing Agent Lincoln Tyson **Title** Principal

The penalty for making false statement is a fine not to exceed $5,000.00, imprisonment for not more than 180 days, or both, as prescribed by D.C. Official Code §47-4106.

Office of Tax and Revenue, PO Box 37559, Washington, DC 20013

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1.3.4 Attachment J.8

BIDDER/OFFEROR Certification Form has been attached as a separate PDF file titled – **"J.8 - Bidder-Offeror Certification Form".**

1.3.5 Attachment J.9

The attachment J.9 Subcontractor Plan has been attached in Part I – Technical Proposal, under heading 3.

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1.4 Security Bonds Required (Attachment J.11).

PROPOSAL BOND
(JANITORIAL SERVICES)
(See Instructions on Reverse)

Date Bond Executed (Must be same or later than date of Contract)
August 4, 2025

PRINCIPAL (Legal Name and Address)

Tyson Project Management Group, LLC dba TPM Group
1301 K St NW Suite 300,
Washington, DC 20005

TYPE OF ORGANIZATION ("x")

☐ INDIVIDUAL ☐ PARTNERSHIP
☐ JOINT VENTURE ☒ CORPORATION

STATE OF INCORPORATION
DC

SURETY (IES) (Name(s) and Address(es)

Markel Insurance Company
4521 Highwoods Parkway,
Glen Allen, VA 23060

PENAL SUM OF BOND

MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
5% of bid amount	5% of bid amount	5% of bid amount	5% of bid amount

CONTRACT DATE	CONTRACT NUMBER
Bid date: August 4, 2025	GF-2025-R-0020

KNOW ALL MEN BY THESE PRESENTS. That we, the Principal and Surety(ies) hereto are firmly bounds to the District of Columbia Government, a municipal corporation, hereinafter called the District, in the above penal sum for the payment of which we bind ourselves, our heirs, executors, and successors, bind ourselves in such sum "jointly" and "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into the Contract identified above.

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all undertakings, covenants, terms and condition, and agreements of the Contract during the original term of the Contract and any extension thereof that may be granted by the District with or without notice to the Surety, and during the life of guaranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, and shall save harmless and indemnify the District from any and all claims, delays, suits, costs, charges, damages, counsel fees, judgments and decrees to which the District may be subjected at any time on account of any infringement by the Principal of letters, patents, or copyrights, unless otherwise specifically stipulated in the Contract or on account of any injury to persons or damage to property or premises that occur as a result of any act or omission of Principal in connection with the prosecution of the work under the Contract and shall pay the same, then the above obligation shall be void; otherwise to remain in full force and virtue.

IN WITNESS WEHREOF, the Principal and Surety(ies) have executed this performance bond and have affixed their seals on the date set forth above.

Tyson Project Management Group, LLC dba TPM Group **PRINCIPAL**

1. Signature (Seal)	1. Attest	Corporate Seal
Name & Title (typed)	Name & Title (typed)	
2. Signature (Seal)	2. Attest	Corporate Seal
Name & Title (typed)		

Form No. DC 26-40-7 86-p4002-1 wd-206

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SURETY (IES)

1. Name & Address (typed)	State of Inc.	Liability Limit
Markel Insurance Company 4521 Highwoods Parkway, Glen Allen, VA 23060	IL	$266,232,000.00

Signature of Attorney-in-Fact	Attest (Signature)
Lauren K. Burkhart ,Lauren K. Burkhart	, Melody Gist
Name & Address (typed)	Name & Address (typed)

Corporate Seal

1. Name & Address (typed)	State of Inc.	Liability Limit

Signature of Attorney-in-Fact	Attest (Signature)
Name & Address (typed)	Name & Address (typed)

Corporate Seal

BOND PREMIUM

Rate Per Thousand	Total Premium	Name & Address of Agency or Agent Receiving Commission
25/15/10/7.5	$34,500.00 annually	Zach Dixon 230 Schilling Circle, Suite 338, Hunt Valley, MD 21031

Approved By:

Contracting Officer

INSTRUCTIONS

1. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of this form. The bond shall be signed by the authorized person signing the Contract. When such person signing is other than the President or Vice-President of a corporation, evidence of authority shall be furnished. Such evidence shall be in the form of either an Extract of Minutes of a meeting of the Board of Directors, or Extract of Bylaws, certified by the Corporate Secretary, or Assistant Secretary and with Corporate Seal affixed thereto.

2. Corporations executing the bond as sureties shall be among those appearing on the U.S. Treasury Department's list of approved sureties and shall be acting within the limitations set forth therein, and shall also be licensed by the Insurance Administration, Department of Consumer and Regulatory Affairs, to do business in the District of Columbia. The surety shall (1) insert on the bond form the name and addresses of the agency receiving the commission; and (2) attach an adequate Power-of-Attorney for each representative signing the bond.

3. Corporations executing the bond shall affix their Corporate Seals. Individuals shall sign full first name, middle initial and last name opposite the word "seal"; two witnesses shall sign and include their addresses, under the word "witness". If executed in Maine or New Hampshire, an adhesive seal shall be affixed.

4. The name of each person signing this performance bond shall be typed in the space provided.

Rev. July 1986

86-p4002-2 wd-206

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JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Courtney W. Judge, Laura E. Scholze, John T. Whipple, Thomas A. Whipple, Lauren K. Burkhart, Melody Gist, Eric B. Goldstein

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

One Hundred Million and 00/100 Dollars ($100,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 14th day of May , 2025 .

SureTec Insurance Company

By: _____
Michael C. Keimig, President

Markel Insurance Company

By: _____
Lindey Jennings, Vice President

State of Texas
County of Harris:

On this 14th day of May , 2025 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

CHELSEA TURNER NOTARY PUBLIC STATE OF TEXAS ID 132564214 Exp 07/06/2028

By: _____
Chelsea Turner, Notary Public
My commission expires 7/6/2028

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 4 day of August , 2025 .

SureTec Insurance Company

By: _____
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: _____
Andrew Marquis, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 2010006
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

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TPM GROUP

University of the District of Columbia (UDC)

Proposal Title: Janitorial Services

Solicitation Number: GF-2025-R-0020

Due Date: August 7, 2025, 2:00 P.M. Local Time

Part I – Technical Proposal

SUBMITTED TO:

Name: Michiko Gadson

Email: mgadson@udc.edu

SUBMITTED BY:

Company Name: Tyson Project Management Group, LLC (TPM Group LLC)

Location: 1301 K Street, NW, STE 300, Washington, DC 20005

Web: https://www.tysonpmgroup.com/

DUNS: 830222209

Tax ID Number: 26-4539879

CBE Number: LSDZ78165092027

Point of Contact:

Lincoln Tyson

Managing Principal

tyson@tysonpmgroup.com

(202) 775-0096 (Office)

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets marked. ***TPM Group acknowledges having valid and active SAM registration.***

Executive Summary

TPM Group LLC is a Certified Business Enterprise (CBE) (LSDZ78165092027) headquartered in the District of Columbia and has operated as a full-service project management firm since its founding in 2009. As a trusted partner of the University of the District of Columbia (UDC) since 2011, TPM is uniquely positioned to deliver expert, high-quality, and value-driven janitorial services in alignment with the University's operational standards and expectations. We are proud to have supported UDC with a broad range of facilities-related services for more than 14 years.

Our executive leadership brings over 25 years of experience in project management, specializing in facilities support, janitorial operations, and logistics services. Our deep expertise directly aligns with the requirements outlined in the Statement of Work. TPM has earned a reputation as a leader in the industry, serving both government and commercial sectors with a strong focus on federal and local agencies, as well as educational institutions ranging from K-12 to higher education. Our portfolio of relevant and ongoing janitorial contracts includes work with the District of Columbia Public Schools (DCPS) system-wide, the University of Maryland, and the U.S. Naval Academy, all of which reflect the scale, complexity, and service quality expectations consistent with this RFP.

What our customers have to say

In the DC area, when large-scale projects require intricate installations and deadlines that cannot budge, it's imperative that TPM is at the table. A top-tier firm in every way, TPM exceeds expectations and provides a refreshing dose of honesty and timeliness in their communications to keep all project partners accountable, informed, and on track. The firm's team members confront challenges head-on with the utmost confidence, commitment, and creativity. I am always excited when I have the opportunity to refer TPM Group because I know they will never disappoint."

~ Novella Brady, Government Contractor

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Cover Letter

August 4, 2025

University of the District of Columbia
Office of Contracting and Procurement
4200 Connecticut Avenue NW Bldg. 39 Suite 200C
Washington, DC 20008

Attn: Mary Ann Harris

Subject: Response to RFP (GF-2025-R-0020) - *Janitorial Services to University of the District of Columbia (UDC).*

Dear Ms. Harris,

TPM Group is pleased to submit this response to RFP - "Janitorial Services" to the University of the District of Columbia. We will offer quality janitorial services across all University of the District of Columbia (UDC) campuses and facilities at fair and reasonable prices, bringing a depth of capability to satisfy any requirements, large or small.

TPM Group will take responsibility for providing deep, enhanced cleaning services as required pursuant to the RFP. We will provide janitorial services, including porter services, in office spaces, corridors, waste receptacles, entrances/exits of buildings, common areas, laboratories, classrooms, conference rooms, restrooms, and other used areas between 8:00 a.m. and 10:00 p.m. Monday through Friday (excluding Federal holidays) and Saturdays 8:00-5:00 p.m.

As a long-time and trusted vendor of UDC, TPM Group brings profound experience to satisfy these requirements across the specific tasks as outlined in the Statement of Work (SOW). We are responsive, capable, and committed to UDC's mission and stand ready to perform this effort with quality assurance throughout the period of work. We have experienced over a decade of growth in delivering for customers both large and small, in every facet of janitorial services. Our response follows UDC's instructions, demonstrating our existing processes and procedures for all the required services.

TPM Group (LSDZ78165092027) is pleased to announce our strategic subcontracting arrangement with Bolana Capitol Enterprises, Inc. (Bolana) (LSDZ84272062027) for the requirements under the RFP. Under this arrangement, TPM Group will serve as the Prime Contractor, with full responsibility for contract performance, compliance, quality assurance, and client satisfaction. Bolana will serve as our subcontractor, bringing added depth, resources, and specialized expertise to our team. To strengthen our team, we bring together the extensive industry experience of Bolana, a District of Columbia Certified Business Enterprise (CBE) and full-service janitorial company. Bolana applies a science-based approach to cleaning that emphasizes protecting both health and the environment. As a Green Seal GS-42 Certified firm, Bolana is committed to delivering exceptional cleaning services while minimizing environmental impact, perfectly aligned with the University's green-cleaning and sustainability goals, particularly for CLIN 0002, which covers the LEED Platinum-certified New Student Center.

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TPM Group will lead and integrate all janitorial operations, ensuring seamless collaboration and unified performance across all CLINs. Our Project Manager (PM) will serve as the single point of contact for UDC, accountable for all programmatic oversight, contract compliance, and real-time responsiveness to evolving university needs. Our PM will manage personnel from both TPM and Bolana, promoting a fully integrated team aligned with common performance goals. To support transparency, coordination, and contract efficiency, TPM will oversee messaging, supervision, collaboration workflows, and continuous performance monitoring. Our project and legacy managers will coordinate directly with UDC stakeholders to ensure that all services are executed with precision, reliability, and a commitment to exceeding expectations.

Together, TPM Group and Bolana Enterprises represent a powerful team with complementary strengths, a shared mission of service excellence, and the demonstrated capacity to support UDC's operational needs with integrity, environmental stewardship, and high performance.

TPM Group agrees to hold the prices in this quote firm for 120 calendar days from the date specified for receipt of offers and acknowledges amendments 001 and 002

Sincerely,



Lincoln Tyson

TPM Group

Title: Principal

Email: tyson@tysonpmgroup.com

Phone: (202) 775-0096

CBE Number: LSDZ78165092027

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1 REQUIREMENTS FOR CLIN 0001

a. Understanding of the Industry and the University's Needs for Maintaining Green Quality and Cleanliness

TPM Group understands that maintaining green quality cleanliness on a university campus goes far beyond basic custodial services. In the context of a higher education environment, especially one as active and multifaceted as the University of the District of Columbia, cleanliness plays a direct role in supporting the health, safety, and academic performance of students, faculty, and visitors. It also reflects the University's broader commitment to sustainability and environmental responsibility. Our industry experience has shown that institutions like UDC require a cleaning program that is consistent, responsive, and environmentally sound. Campus facilities, including classrooms, laboratories, libraries, athletic centers, and student common areas, experience constant use and fluctuating occupancy throughout the day and academic calendar. Maintaining a visibly clean environment is important, but so is controlling indoor air quality, limiting the use of harmful chemicals, and supporting the University's Leadership in Energy and Environmental Design (LEED) standards and green initiatives.

b. Our Industry-Aligned, University-Centered Approach

TPM Group's strategy for achieving and maintaining green quality cleanliness at all times is centered on three integrated components: staffing and training, the use of environmentally preferred products and equipment, and a flexible, building-specific cleaning model.

We begin by deploying properly trained custodial personnel across two full shifts each day, with additional coverage on weekends and for special events. Our staff are uniformed, clearly identifiable, and trained in both standard janitorial procedures and Leadership in Energy and Environmental Design (LEED) -compliant green cleaning methods. Supervisors and a full-time on-site Project Manager oversee daily operations and respond quickly to evolving needs. In terms of cleaning standards and tools, TPM Group only uses certified, environmentally friendly products. Our cleaning agents are Green Seal certified and designed to reduce chemical exposure for building occupants. We rely on microfiber cleaning systems, HEPA-filtered vacuums, and automated dilution systems to ensure consistent quality while protecting the environment. Equipment is selected based on its effectiveness, efficiency, and alignment with indoor environmental quality standards.

Each UDC facility will receive a tailored cleaning plan based on its purpose and traffic levels. For instance, high-use areas such as restrooms, entryways, stairwells, and student lounges will receive multiple cleanings per day, while administrative offices may follow a different schedule. Our teams are also equipped to respond to urgent needs such as spill response, restroom re-servicing, or event turnaround cleaning. Flexibility is embedded into our daily operations.

c. Demonstrated Capability and Commitment

TPM Group and its team has successfully supported green-focused janitorial contracts in high-volume, high-visibility environments similar to UDC. We have developed quality assurance systems that include performance tracking, inspection checklists, and real-time corrective action documentation. This ensures that cleaning results are measurable and auditable. Our centralized dashboard allows both our team and UDC stakeholders to view cleaning activity, schedule compliance, and inspection outcomes in real time. In addition, we maintain regular communication

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with the University through daily reports, weekly check-ins, and quarterly performance reviews to ensure complete alignment and responsiveness. Above all, TPM Group is committed to supporting the University's mission through a service model that provides consistent cleanliness, enhances campus appearance, protects occupant health, and reinforces the University's reputation as a sustainability leader.

1.1 Assessment of the Janitorial Needs

As part of our commitment to delivering high-quality, responsive, and sustainable janitorial services, TPM Group has conducted a comprehensive assessment of the custodial needs for each UDC facility listed in the solicitation. Our assessment considers the square footage, primary building functions, traffic volume, specialized usage (e.g., laboratories, event spaces, athletic facilities), and LEED/sustainability objectives. Our approach ensures that cleaning frequencies, service levels, staffing, and equipment allocation are appropriately tailored to meet the operational demands and health standards of each site. The following building-by-building analysis is structured to demonstrate our clear understanding of the University's environment and to provide a roadmap for maintaining consistent "green quality" cleanliness across all campuses.

Table 1- Assessment of Janitorial Needs CLIN 0001

Building Name	***SF***	***Assessment of Janitorial Needs***
UDC Eng. Addition Building 32 4200 Connecticut Avenue, NW, Washington, DC 20008	78,983.00	It is our understanding that this building consists of classrooms, laboratories, a multipurpose room, corridors, common areas, a seminar room, restrooms, etc. Serviced 6 days per week.
UDC Business/Student Gov. Building 38 4200 Connecticut Avenue, NW, Washington, DC 20008	115,308.00	It is our understanding that this building houses several important departments and offices related to business and student governance. It consists of Student Government offices, other offices, a common area and assembly spaces, a fitness center, a bookstore, dining facilities, meeting spaces, and a career center. Serviced 6 days per week.
UDC Administration Building 39 4200 Connecticut Avenue, NW, Washington, DC 20008	85,938.00	It is our understanding that this building houses various administrative offices that support the University's operations. The building is a central hub providing essential services to students, faculty, and staff. Serviced 5 days per week.
UDC Eng. Addition Building 42 4200 Connecticut Avenue, NW, Washington, DC 20008	78,983.00	It is our understanding that this building consists of classrooms, laboratories, common areas, restrooms, etc. Serviced 6 days per week.
UDC Auditorium Building 46E 4200 Connecticut Avenue, NW, Washington, DC 20008	40,215.00	It is our understanding that this building is a venue for various events and performances, a

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		stage common area, common areas, restrooms, etc. Serviced 5 days per week.
UDC Auditorium Building 46W 4200 Connecticut Avenue, NW, Washington, DC 20008	23,040.00	It is our understanding that this building is a venue for various events and performances, a stage common area, common areas, restrooms, etc. Serviced 5 days per week.
E.B. Henderson Sports Complex 47 4200 Connecticut Avenue, NW, Washington, DC 20008	93,805.00	It is our understanding that this complex features sports venues, locker rooms, offices, common areas, restrooms, and a conference room.
UDC Law School Building 52 4340 Connecticut Avenue, NW, Washington, DC 20008	143,560.00	It is our understanding that this building is exclusive to the School of Law and consists of classrooms, offices, a library, study rooms, common areas, and restrooms. Serviced 6 days per week.
UDC Airport Hangar No. 2 National Airport, Arlington, VA 22202	12,000.00	It is our understanding that this building consists of offices/classrooms, a workshop, and restrooms. Serviced 5 days per week.
UDC Community College - Lamond Riggs 5171 South Dakota Avenue, NE, Washington, DC 20008	45,000.00	It is our understanding that this building consists of classrooms, faculty and staff offices, computer and nursing labs, conference/meeting rooms, common areas, and restrooms. Serviced 6 days per week.
Firebird Farm 12001 Old Baltimore Pike, Beltsville, MD		It is our understanding that these are 2 two trailers with restrooms and training rooms. Serviced 5 days per week.
UDC Student Success Center Building 70 4225 Connecticut Avenue, NW, Washington, DC 20008	19,988.00	It is our understanding that this building consists of a fitness center, cafeteria, academic areas, offices, common areas, and restrooms. Serviced 5 days per week.
UDC Academic Building 71 4250 Connecticut Avenue, NW, Washington, DC 20008	200,000.00	It is our understanding that this building consists of academic areas, resource centers, a wellness center, classrooms, offices, an IT support area, lab technician offices, a multipurpose room, Dean's event space, nursing program administrative office, common areas, and restrooms. Serviced 6 days per week.
UDC Workforce Dev. Building 72 3100 Martin Luther King Jr., SE, Washington, DC 20008	78,985.00	It is our understanding that this is a 3-story, single facility building consisting of offices, classrooms, laboratories, large hallways, community and educational function meeting spaces, common areas, and restrooms. Serviced 6 days per week.

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UDC Health Sciences Bldg 44 4200 Connecticut Avenue, NW, Washington, DC 20008	110,421.00	It is our understanding that this building is a prominent facility that serves as the main hub for University Health Services. It consists of reception and administrative space; consultation and exam rooms for appointments and visits; facilities for medical consultation and immunizations; spaces for student coordination and insurance liaison services; health services support offices, etc. Serviced 6 days per week.

1.2 Corrective Action Chart

TPM Group recognizes the importance of maintaining consistent, high-quality janitorial performance across all University of the District of Columbia (UDC) facilities. Based on our review of Section C.2.1 and its facility listing, we have developed a corrective action plan tailored to address potential deficiencies, service gaps, or challenges related to building usage, traffic volume, and functional needs. The corrective actions outlined below are preventive and proactive, grounded in industry benchmarks, and aligned with the University's expectations for "green quality" cleaning. Each action is paired with a responsible lead, target completion time, and measurable outcome, forming a structured roadmap for immediate and sustained service improvement. There are three (3) major components for which we expect to implement corrective action:

Table 2 - Corrective Actions

Area	*Corrective Action*
Floor Care	While we understand that the condition of floors is a major component of the appearance of a building, we would focus on daily maintenance and buffing in order to get the floors up to the standard of the specifications of the contract within 6 months of the start of the contract. We would meet with UDC's CA in order to review the floor care needs and come to an agreement together to outline which buildings to focus on first and in which order they should be addressed. Our floor care team will rotate to perform periodic services, including any required carpet shampooing, tile stripping, and refinishing per the scope of work. An estimate to get through all floor care services is 1 year. Our roving floor care team would complete approximately 5,000 s.f. per night. Services include stripping and refinishing of VCT tile, shampooing of carpets, scrubbing and wet mopping of concrete, and wood floor assessment to determine exact procedures to follow.
Daily Services	The supervisor of each building would focus on their team, ensuring proper training and completion of the required Scope of Work services each night.
Restrooms	Upon starting this contract, we would focus on the restrooms according to the specifications, as they are an important part of the impression of cleanliness. Our goal would be to implement corrective action on all restrooms and have them up to the specifications within 90 days of starting the contract.

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Table 3- Corrective Action Chart for Deficiencies

Corrective Action Chart for Deficiencies		
Step	***Action***	***Responsible Party***
1	Identify Deficiency Routine inspection or client notification reveals a deficiency. Any inspections with a score of 85% or less must be forwarded to our Project Manager.	QA Manager and Project Manager
2	Deficiency documented. Deficiencies found during inspections are documented on the QA Manager's report.	QA Manager
3	Deficiency assigned to the Supervisor. Deficiency is communicated to the Supervisor, and the Supervisor assigns corrective action to the employee.	QA Manager and Supervisor
4	Develop a corrective plan of action. The QA Manager, together with the Supervisor, develops a corrective plan of action.	QA Manager and Supervisor
5	Implement a corrective plan of action. The Supervisor ensures corrective action is carried out and initials the inspection report to confirm completion. The signed report is given to the QA Manager and Project Manager.	Supervisor, Assigned Janitorial Staff, and Project Manager
6	Re-inspection of the area. The area of deficiency is reinspected by the QA Manager and Project Manager to verify that proper corrective action was taken. If the deficiency is not 100% corrected, the process is repeated until they are.	QA Manager and Project Manager

1.3 Ongoing Services Chart

The ongoing janitorial services plan for UDC is designed to align with the functional demands, square footage, and occupancy patterns of each building identified in Section C. This plan outlines the daily and periodic services necessary to maintain a clean, safe, and environmentally responsible campus environment. It specifies the type of services to be performed, service frequency, cleaning methods and tools to be used, and the quantity and job titles of staff assigned to each facility. TPM Group has tailored this plan based on industry best practices, green-cleaning standards, and the University's performance expectations. By matching service levels with building use and traffic, we ensure optimal resource allocation, cleanliness, and compliance with quality assurance metrics.

Table 4: Ongoing Services Chart

Building Name	***Staffing Qty and Job Titles***
UDC Eng. Addition Building 32 4200 Connecticut Avenue, NW, Washington, DC 20008	2 General Cleaners 1 Restroom Cleaner 1 Floor person
UDC Business/Student Gov. Building 38 4200 Connecticut Avenue, NW, Washington, DC 20008	3 General Cleaners 2 General Cleaners (Wknd)

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	1 Restroom Cleaner 1 Restroom Cleaner (Wknd) 2 Floor persons
UDC Administration Building 39 4200 Connecticut Avenue, NW, Washington, DC 20008	2 General Cleaners 1 Restroom Cleaner 2 Floor persons
UDC Eng. Addition Building 42 4200 Connecticut Avenue, NW, Washington, DC 20008	2 General Cleaners 1 Restroom Cleaners 1 Floor person
UDC Auditorium Building 46E 4200 Connecticut Avenue, NW, Washington, DC 20008	1 General Cleaner 1 Restroom Cleaners
UDC Auditorium Building 46W 4200 Connecticut Avenue, NW, Washington, DC 20008	1 General Cleaner
E.B. Henderson Sports Complex 47 4200 Connecticut Avenue, NW, Washington, DC 20008	2 General Cleaners 1 Restroom Cleaner 2 Floor persons
UDC Law School Building 52 4340 Connecticut Avenue, NW, Washington, DC 20008	2 General Cleaners 2 Restroom Cleaners 2 Floor persons
UDC Airport Hanger No. 2 National Airport, Arlington, VA 22202	1 General Cleaner
UDC Community College - Lamond Riggs 5171 South Dakota Avenue, NE, Washington, DC 20008	1 General Cleaner 1 Restroom Cleaner
Firebird Farm 12001 Old Baltimore Pike, Beltsville, MD	1 General Cleaner
UDC Student Success Center Building 70 4225 Connecticut Avenue, NW, Washington, DC 20008	1 General Cleaner
UDC Academic Building 71 4250 Connecticut Avenue, NW, Washington, DC 20008	5 General Cleaners 2 Restroom Cleaners 2 Floor persons
UDC Workforce Dev. Building 72 3100 Martin Luther King Jr., SE, Washington, DC 20008	2 General Cleaner 1 Restroom Cleaners 1 Floor person
UDC Student Center Building 56 (Total Interior & Exterior Space) 4200 Connecticut Avenue, NW, Washington, DC 20008	2 General Cleaner 1 Restroom Cleaners 1 Floor person
UDC Health Sciences Bldg 44 4200 Connecticut Avenue, NW, Washington, DC 20008	2 General Cleaners 1 Restroom Cleaner 1 Floorperson

Ongoing Performance Services Chart

This chart shall apply to all services performed under this contract. The frequencies of performance specified herein shall be considered minimum standards of performance required to perform acceptable levels of service as per the Statement of Work.

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		Daily	Weekly	Monthly	Quarterl	Annuall
	General Cleaning, Classrooms, Admin Offices, Etc.					
a.	Wastepaper: Wastebaskets shall be emptied daily. Trash generated by normal, daily office routine shall be emptied into trash containers and new bags shall be put in wastebaskets as needed.	**X**				
b.	Dusting: All unobstructed furniture, file cabinets, and horizontal surfaces which can be reached while standing on the floor will be dusted with a chemically treated cloth. Thorough dusting of unobstructed surfaces will be accomplished weekly.		**X**			
c.	Water Coolers: All water coolers shall be cleaned.	**X**				
d.	Spot Cleaning: Walls, doors and painted surfaces shall be kept free from hand prints and smudges which can be removed with a cloth and neutral cleaner.		**X**			
e.	High Dusting: Pipes, ledges, moldings, etc. shall be dusted. Some very high surfaces may be out of reach of conventional services above 8 feet.				**X**	
f.	Vacuuming: All public areas will be vacuumed daily; private offices shall be vacuumed daily. All hard-to-get spots, edges and corners shall be cleaned with the necessary tools a minimum of once a week.	**X**	**X**			
g.	General Cleaning daily services including dusting, emptying trash/recycling, glass surface cleaning, elevator cleaning, whiteboard & chalkboard washing, entrance cleaning, drinking fountain cleaning, vacuuming, mopping, lounge/food areas will be performed per the Scope of Work. Our team will be properly trained to follow the description of the services as per the Scope of Work. Cleaning tools used include but are not limited to: cleaning cloths, trigger sprayers, dust mops, wet mops, buckets with wringers or pump up sprayer with one bucket, stainless steel cleaner and polish, wet floor signs, vacuum cleaners, liners.					
	Restrooms					
a.	All doors, kickplates, door frames, walls, light switches, glass thresholds, and partitions shall be damp wiped with mild, non-abrasive detergent.	**X**				
b.	Towels and toilet tissue dispensers, flushometers, shelves, piping, tampon machines, toilet hinges and other metal surfaces shall be cleaned to remove all soil as necessary.	**X**				
c.	Glass mirrors and vanity tops will be cleaned, removing all fingerprints, streaks, smudges and splash marks.	**X**				
d.	All waste containers will be emptied and damp wiped using proper odorless disinfectant and germicide cleaner. Each container shall be relined with proper liner.	**X**				

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		Daily	Weekly	Monthly	Quarterl	Annuall
e.	Toilets and urinals shall be cleaned with proper combination non-abrasive lavatory cleaner, disinfectant removing all streaks, stains and deposits. All chrome work shall be cleaned. Both sides of toilet seats shall be washed and disinfected.	X				
f.	All toilet tissue, towel, hand soap and toilet seat cover dispensers shall be refilled.	X				
g.	Restroom Floors: All litter shall be removed. Floors will be wet mopped with proper cleaner and disinfectant. Shall include underneath sinks, toilets, and urinals.	X				
h.	Partitions shall be washed to remove streaks, stains and smudges with proper non-abrasive lavatory cleaner. Graffiti shall be removed where possible.		X			
i.	All baseboards shall be damp wiped.			X		
j.	Ventilating diffusers and light lenses within reach shall be dusted.				X	
k.	Restroom daily cleaning services including supply replenishment; clean and disinfect counters, basins, toilets, partitions, urinals, light switches, mirrors, doorknobs, floors; empty and sanitize waste cans and receptacles will be performed per the Scope of Work. Our team will be properly trained to follow the description of services as per the Scope of Work. Cleaning tools used include but are not limited to: cleaning cloths, trigger spray bottles, wet mop and handles, buckets with wringers or 1 bucket and pump up sprayer, broom and dust pan, liners for waste receptacles, bowl swab, clean bucket for rinse water, wet floor signs, gloves, goggles.					
	Floor Maintenance					
a.	Dust Mopping Floors: Non-carpet floors shall be dust mopped with a treated yarn dust mop daily with special attention being given to areas under desks and furniture to prevent the accumulation of dust and dirt.	X				
b.	Wet Mopping: All hard surface floors shall be damp mopped when dirt cannot be swept or dusted, and spots shall be removed daily. Thorough wet mopping will be performed 2 times per week.		X			
c.	Floor Refinishing and Buffing: All building standard resilient floors shall be refinished with Underwriters Laboratory approved floor finish materials. The frequency of the refinishing shall be determined by the amount of wear caused by weather, traffic and other conditions. The floors and traffic areas shall be treated so as to maintain a uniform appearance throughout the buildings.					X

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		Daily	Weekly	Monthly	Quarterl	Annuall
d.	Stripping, Machine Scrubbing and Refinishing: This operation shall be accomplished depending on the need to remove dirt-embedded finishes, stains, spillage and buildup.					**X**
e.	We have a team of floor care technicians trained in the various floor care services required by this contract. Carpeted floors, concrete floors, VCT tile floors, and wood floors will all be cleaned per the Scope of Work and in compliance with manufacturer's recommendations. Cleaning tools used include, but are not limited to: Mop heads with handles, buckets with wringers, brooms and dust pans, floor machines, stripping pads, wet/dry vacuums, floor squeegees, stand up scrubber, wet floors signs, gloves, goggles, protective footwear, high speed floor machines, white pads, trigger spray bottles, dust mops, walk off mats, exterior broom, vacuum cleaners, extraction machines, carpet spotter, vacuum bags, hand scrub brush and bucket, protective pads for furniture legs, putty knife.					
	Stairways and Elevators					
a.	Stairways and Landings: All stairwells and landings shall be swept or dust mopped daily and/or vacuumed.	**X**				
b.	Railings, ledges and equipment shall be damp wiped.		**X**			
c.	Stairways will be fully damp mopped.			**X**		
d.	Elevators: The interior surfaces, door exteriors and fixtures for the elevators and the elevator lobby doors shall be dusted and damp wiped.	**X**				
e.	All carpets will be vacuumed nightly and spot cleaned as needed.	**X**				
f.	All hard surface floors will be dust mopped and damp mopped daily.	**X**				
	Lounge/Kitchen Cleaning					
a.	Sweep and mop the floor, move work stations and chairs to mop underneath.	**X**				
b.	Disinfect and clean all door handles.	**X**				
c.	Disinfect and clean sinks.	**X**				
d.	Empty trash bins and replace liners.	**X**				
	Janitorial Closets					
a.	Leave area clean and organized.	**X**				
b.	Sweep and mop floors.			**X**		
c.	Clean janitor sinks.		**X**			
d.	Keep equipment clean and operable.	**X**				

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1.4 Measurable Performance Standards Chart

To ensure consistent, high-quality janitorial performance aligned with the University of the District of Columbia's expectations, TPM Group applies a standardized framework of measurable performance standards across all services. Each service is evaluated using four rating levels, such as Excellent, Good, Satisfactory, and Unsatisfactory, based on observable criteria such as cleanliness, completion, response time, and adherence to safety and sustainability protocols. The following chart defines how each level is applied to everyday janitorial tasks, providing the University with transparent, auditable benchmarks for quality assurance.

Excellent = All services exceed the requirements of the scope of work.

Good = All services meet the requirements of the scope of work.

Unsatisfactory = Services do not meet the requirements of the scope of work.

Table 5 - Measurable Performance Standards

Service	***Measurable Performance Examples***	
Restrooms	Excellent	Fixtures, countertops, basins, toilets, partitions, mirrors, doorknobs, stainless steel, and showers are all free of smudges, water spots, and dirt. Supplies are all fully stocked. All waste receptacles are emptied, cleaned, and lined.
	Good	Fixtures, countertops, basins, toilets, partitions, mirrors, doorknobs, stainless steel, and showers are all clean. Supplies are all sufficiently stocked. Waste receptacles are emptied, cleaned, and lined.
	Unsatisfactory	Fixtures, countertops, basins, toilets, partitions mirrors, doorknobs, stainless steel, and showers have smudges, water spots, and/or dirt. Supplies are in need of restocking. Waste receptacles are full and in need of emptying.
Floor Care	Excellent	Floors are serviced and mopped, and appear in higher-than-average condition.
	Good	Floors are serviced and mopped, and appear in good condition.
	Unsatisfactory	Floors do not appear to be mopped and are in poor condition.
Daily Lecture Halls/Classrooms	Excellent	The Whiteboards and chalkboards are washed and cleaned with clean chalk trays. The Furniture is all realigned in the original order, with chairs facing the proper direction. The desks are free of dust. The floors are swept and mopped and appear in excellent condition.
	Good	The Whiteboards and chalkboards are clean. Most furniture is all realigned in its original order. The

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		desks appear to be clean. The floors are swept and mopped, and they appear to be in good condition.
	Unsatisfactory	Classrooms and lecture halls do not appear to be serviced, dusted, floor care, and are in poor condition.
Offices	Excellent	The offices are dusted, and desk and glass surfaces are clean without smudges. The carpets are clean and free of spots/stains. Floors requiring finish are high-luster and free of all marks.
	Good	Offices are dusted, desk surfaces and glass surfaces are clean. Carpets are clean. Floors requiring finish clean.
	Unsatisfactory	Offices are in need of dusting, desk surfaces and glass surfaces appear to have smudges and in need of cleaning. Carpets do not appear to be clean and are in poor condition. Floors requiring finish do not appear to be clean and are in poor condition.
Entrances, Corridors & Lobby Areas	Excellent	Lobby appears to be serviced and free of litter, gum, dirt, dust, and debris. Mats are vacuumed and spot cleaned with no soil or moisture underneath. Glass appears clean and smudge-free. Corridors are free of litter, dirt, debris, boxes, etc., and show no signs of liquid spillage or stains.
	Good	The lobby appears to be serviced and clean. The mats are vacuumed and spot-cleaned, and the glass appears clean and smudge-free. The corridors are free of litter, dirt, debris, boxes, etc.
	Unsatisfactory	Lobby appears to be in need of service. Mats are in need of vacuuming. Glass has smudges. Corridors are in need of vacuuming and the removal of items.
Drinking Fountains/Hydration Stations	Excellent	Fountains/Stations cleaned, polished, and sanitized. Surfaces are free of all watermarks, debris, encrustation, streaks, stains, etc.
	Good	Fountains/Stations cleaned, polished, and sanitized. Surfaces are free of most watermarks, debris, encrustation, streaks, stains, etc.
	Unsatisfactory	Fountains/Stations do not appear to be serviced and have watermarks, debris, streaks, encrustations, and/or stains.
Trash and Recyclables	Excellent	Trash has been collected and emptied with no overflow. Dumpster sites are clean and orderly. Recycling is not comingled.
	Good	Trash has been collected and emptied. Dumpster sites are clean and orderly. Recycling is not comingled.

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	Unsatisfactory	The trash has not all been collected and has some overflow. Dumpster sites have trash blowing on the ground. Trash containers need cleaning. Recycling is comingled.
Elevators	Excellent	Elevators are serviced and mopped, sils and cabin panels are clean. The elevator appears in higher-than-average condition.
	Good	Elevators are serviced, mopped, and cleaned. Elevator appears in good condition.
	Unsatisfactory	Elevators do not appear to be serviced and are in poor condition.
Lounges/Food Eating Areas	Excellent	Lounges/Food Areas are serviced and disinfected. Floors, surfaces, counters, equipment, door knobs, tables and chairs, drains, microwaves, etc., are cleaned, free of food and debris, and in above-average condition. Trash is emptied.
	Good	Lounges/Food Areas are serviced and disinfected. Floors, surfaces, counters, equipment, door knobs, tables & chairs, drains, microwaves, etc. are cleaned, free of food and debris, and in good condition. Trash is emptied.
	Unsatisfactory	Lounges/Food Areas appear to need service. The floors, surfaces, counters, equipment, door knobs, tables and chairs, drains, microwaves, etc., are dirty, have food and debris, and are in poor condition. The trash needs to be emptied.
Plaza Deck, Amphitheater, and Outdoor Fountains	Excellent	Areas appear to be serviced. The plaza deck is free of loose debris. The fountains are screened and free of loose trash. The trash receptacles are empty. The amphitheaters are free of trash and debris. All trash has been emptied, and the areas appear to be in above-average condition.
	Good	The areas appear to be serviced. The plaza deck is free of most loose debris. The fountains are screened and free of most loose trash. The trash receptacles have been emptied. The amphitheaters are free of most trash and debris. The areas appear to be in good condition.
	Unsatisfactory	Areas need service. The plaza deck and fountains have loose debris and/or trash. The amphitheaters have trash and debris. The trash is overflowing and needs to be emptied. The areas are in poor condition.

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1.5 Deduction of Payment Schedule

TPM Group Teamed with Bolana Capitol Enterprises Deficiency Price Reduction Schedule Based on Performance Standards.

All of the services to be rendered under this contract are subject to UDC inspection, both during and after completion of the tasks. UDC inspections are not a substitute for Quality Control by TPM Group. It is the responsibility of TPM Group's leadership to ensure we satisfactorily perform the services specified herein. Consequences of non-performance of required service: TPM Group's lack to perform under the terms and frequencies specified herein may result in a reduction in the monthly payment to TPM Group. The types of reductions described below may, at UDC's option, be imposed after notification to TPM Group of any deficiencies and failure to provide remedies. TPM Management shall be required to ensure, as requested, to correct the noted deficiencies. The deficiencies of such a nature as to warrant immediate correction or the use and enjoyment of the Facility will be negatively affected. Deficiencies may include gross in nature, like an entire bathroom not being cleaned, but can also be relatively minor if they adversely affect the students and faculty. For example, a bathroom had no hand towels. Should TPM Group fail to respond as required to make corrections, UDC may deduct a portion of the payment due to TPM Group equal to the amount as described below.

Performance Deficiency Deductions

In accordance with what has been stated above, the following is a detailed listing of our suggested deductions authorized per instance for deficiencies and non-performance by TPM Group with respect to the required janitorial services to be provided to all UDC buildings listed in the RFP.

Table 6 - Performance Deficiency Deductions

Infraction	*Amount of Proposed Reduction*
Failure of TPM employees to be properly attired in the company uniform.	$30.00
Failure to utilize approved Green Seal cleaning products.	$45.00
Failure to properly store cleaning products/devices upon completion of the cleaning cycle.	$25.00
General Duties – Missed Daily Service to a specific area.	$65.00
General Duties – Missed Daily Service to a specific restroom.	$80.00
General Duties – Missed Daily Service to a specific classroom or conference room.	$60.00
General Duties – Missed Daily Service to a specific office, faculty, or break room.	$45.00
Failure to provide backup employees for the required 5 5-day porters reporting to CA each day.	$150.00
Failure to notify UDC of a change in employees	$25.00
Failure to perform scheduled service – no service provided to the entire building location during a scheduled service day.	$100.00

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While we have proposed this deduction schedule, we hope that we would be able to work with the CA and possibly make up or supply another service so that deductions would not be warranted.

1.6 Response Time to Correction of Reports

TPM Group strives to provide continuous outstanding service and deficiency prevention over deficiency detection. In addition to measuring quality assurance, we routinely poll our customers and measure their satisfaction. In the event of a report of unsatisfactory performance, our response time goals for correction are:

Emergency Deficiencies (example: safety hazards such as wet floors, etc.)

Response time is immediate, within 1 hour upon notification, and staff must respond and initiate correction.

High Priority but Non-Emergency Deficiencies (example: common area spills, trash, low restroom supplies)

Response time is within 2 hours and corrected in order to avoid disruption.

Routine Deficiencies (example: trash requests, vacuuming requests, smudges on glass)

Response time is within 3 hours and corrected by the next day or before the next shift.

1.7 Management Approach for CLIN 0001 and CLIN 0002

TPM Group's management methodology for CLIN 0001 and CLIN 0002 is firmly rooted in the Project Management Institute's PMBOK® framework, guiding each stage of our work from the initial chartering and planning activities through execution, monitoring, and controlling, and ultimately contract closeout with precision and transparency. At the center of our oversight structure, the Program Manager orchestrates cross-functional coordination, ensuring that standardized cleaning protocols across the Van Ness campus and specialized, LEED-compliant practices in the New Student Center operate in concert. Working in collaboration with our dedicated Quality Assurance Manager, who is charged with real-time performance validation, safety compliance, and the continuous measurement of client satisfaction, TPM ensures that every cleaning assignment is planned, executed, and reviewed against rigorous benchmarks. Our collaborative leadership model guarantees that daily operations align with both the broad contractual requirements of CLIN 0001 and the stringent green-cleaning objectives of CLIN 0002, while delivering consistent, data-driven improvements over the life of the contract. Figure 1 below illustrates the process outlined in our management plan.

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Figure 1- Our Management Plan

a. Project Initiation and Planning

TPM Group will immediately initiate a structured transition process in collaboration with UDC's Contracting Officer (CO) and Contracting Officer's Representative (COR). Our process begins with a formal kick-off meeting to finalize a unified Project Charter that captures the full breadth of CLIN 0001's campus-wide janitorial requirements and the specialized, LEED-driven green-cleaning objectives of CLIN 0002. Within thirty days of the Notice to Proceed, TPM will deliver an integrated suite of foundational documents: a Comprehensive Management Plan that details our work breakdown structure, resource allocations, risk register, and stakeholder communication protocols; a rigorous Quality Control Plan (QCP) mapping daily, weekly, and semi-annual cleaning cycles for traditional academic and administrative buildings alongside

TPM Group differentiators:

- Structured, Collaborative Transition Process.
- Tailored Approach to Dual CLIN Requirements.
- Use of work breakdown structure.
- Use of Risk register.
- Integration of standard cleaning cycles (daily, weekly, semi-annual) with LEED Platinum environmental quality requirements.

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advanced Platinum LEED indoor environmental quality measures for the New Student Center; and a bespoke Quality Assurance Surveillance Plan (QASP) that defines surveillance activities, performance metrics, and escalation processes. The QCP will establish clear performance thresholds such as minimum cleaning frequencies, acceptable appearance levels, and sustainability targets supported by digital inspection checklists, corrective-action workflows, and key performance indicators for scope, schedule, cost, and green-cleaning compliance. TPM ensures that every aspect of service delivery is aligned with UDC's standards, underpinned by transparent governance, and poised for continuous, data-driven improvement by embedding these documents in our planning phase.

b. Supervisory Structure and Field Oversight

TPM Group has established a strong, layered supervisory structure to ensure comprehensive coverage, consistent service delivery, and contract compliance across both CLIN 0001 (standard janitorial services) and CLIN 0002 (LEED-compliant green cleaning of the New Student Center). Each major building cluster under CLIN 0001 is assigned a dedicated Site Supervisor, while the New Student Center under CLIN 0002 benefits from a Supervisor/Onsite Lead with specialized expertise in high-performance, sustainable cleaning. Both supervisory roles are staffed by professionals with LEED certification, ensuring alignment with UDC's sustainability standards and environmental goals.

TPM Group differentiators:

- Dual-Track Supervision Tailored to CLIN 0001 and CLIN 0002.
- LEED Certified, On-Site Authority Presence.
- Structured Shift Oversight Model.
- Centralized Command and Communication.
- Roving Area Supervisors for Coverage, Flexibility, and Quality Audits.

Our supervisors will serve as the contractor's authoritative presence on-site, overseeing all aspects of daily operations, including staff deployment, cleaning quality, safety compliance, and adherence to the Quality Control Plan (QCP). Each shift begins with a pre-shift briefing led by the supervisor, covering service priorities, inspection findings, hazard awareness, and any special requests issued by UDC stakeholders. Supervisors also conduct mid- and post-shift walk-throughs, verify that key performance indicators (KPIs) are being met, and document results in our centralized inspection system. All Site Supervisors report directly to the Project Manager, who functions as the single point of contact between TPM Group and the University. The Project Manager consolidates operational data from all supervisors, integrates reporting from both traditional and green-cleaning tracks, and maintains real-time communication with the Contracting Officer's Representative (COR) to ensure that service expectations are met or exceeded at all times.

To maintain continuity and oversight during planned absences, staff shortages, or periods of heightened activity, TPM deploys a rotating team of Roving Area Supervisors. These individuals are cross-trained across all facility types, academic, administrative, event, and specialized environments. They are responsible for performing unannounced quality audits, validating compliance with LEED standards in the Student Center, and addressing immediate issues as they arise. Floating Supervisors also serve as relief supervisors, ensuring uninterrupted coverage and operational flexibility.

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Our multi-tiered oversight framework, combining static site supervision with mobile inspection and centralized command, ensures that TPM's performance remains accountable, transparent, and responsive across all service areas. Whether through routine janitorial care or high-standard green cleaning, our supervisory structure reinforces a culture of continuous improvement, real-time responsiveness, and rigorous adherence to UDC's performance and environmental benchmarks.

c. Quality and Compliance Monitoring

TPM Group maintains a strong, structured quality and compliance monitoring framework to ensure that all janitorial services delivered to UDC meet the highest standards of cleanliness, health, and contract compliance. Our system is built on the consistent use of inspection checklists, corrective action logs, and routine documentation reviews, allowing for practical oversight, accountability, and performance transparency.

TPM Group differentiators:

- Dual-Track Quality Monitoring for CLIN 0001 and CLIN 0002.
- Detailed and Standardized Evaluation Tools.
- LEED-Specific Compliance Tracking.
- Corrective Action Log System.
- On-Site Quality Binder for Real-Time Review.
- Delivery of Level 2 Cleaning Standards or Higher.

To support the day-to-day monitoring of service delivery under CLIN 0001 (standard janitorial services) and CLIN 0002 (LEED-based green cleaning at the New Student Center), TPM utilizes site-specific, inspection checklists tailored to each building's functional needs and service level requirements. Site Supervisors fill out these checklists during scheduled and unscheduled inspections, and cover key categories such as:

- Restroom sanitation
- Floor care and surface cleanliness
- Trash removal and odor control
- High-touch surface disinfection
- LEED-compliant cleaning practices (for CLIN 0002)
- General appearance and orderliness

Each item on the checklist is rated using a clear and simple scale: Excellent, Good, Satisfactory, or Unsatisfactory, to ensure consistency in evaluation, to help supervisors quickly identify service gaps and prioritize follow-up. For buildings under CLIN 0002, special checklist sections document adherence to LEED Indoor Environmental Quality (IEQ) practices, such as microfiber usage, low-toxicity chemical application, and reduced dust protocols.

When deficiencies or missed tasks are noted, they are recorded in a Corrective Action Log, a bound ledger maintained by each Site Supervisor. This log captures the date, location, nature of the issue, assigned personnel for correction, and confirmation of resolution. Supervisors initial the entry once the issue has been addressed, and the Project Manager reviews the logs weekly to ensure all items have been closed out in a timely and acceptable manner. All completed checklists and corrective logs are collected and stored in an on-site quality binder, which is available at any time for review

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by UDC's Contracting Officer's Representative (COR) or other designated officials. Our binder also contains monthly summaries, inspection reports, training attendance sheets, and safety inspection forms, providing a physical and organized record of all quality assurance activities.

To ensure regular communication with the University, TPM's Project Manager will conduct monthly quality review meetings with the COR. These meetings include reviewing the latest checklists and logs, discussing trends or recurring service issues, and planning for upcoming facility needs, special events, or staff adjustments. The Quality Assurance Manager will also attend these meetings to discuss systemic observations and propose improvements or retraining where necessary. In addition to routine checks, Roving Area Supervisors conduct surprise inspections using the same paper checklists to provide an independent layer of oversight. These supervisors rotate between buildings and report any observations back to the Project Manager for discussion and resolution with site teams.

Our quality assurance system enables us to deliver a reliable, visible, and audit-ready record of performance. It supports our ability to maintain cleaning Level 2 standards or higher across all UDC properties. It ensures that both routine janitorial tasks and LEED-compliant services are executed to contract specifications.

d. Communication and Escalation

Effective communication is foundational to TPM Group's ability to maintain seamless service delivery, ensure responsiveness to evolving University needs, and uphold rigorous performance standards across all properties under CLIN 0001 and CLIN 0002. Our structured communication and escalation framework is purpose-built to ensure clarity, accountability, and swift resolution of service-related matters, thereby reducing operational risk and strengthening our relationship with UDC.

TPM Group differentiators:

- Purpose-Built, Multi-Layered Communication Framework.
- Daily Pre-Shift Huddles with Site Supervisors.
- Weekly Written Status Reports to COR.
- Real-Time Incident Reporting Protocol.

At the core of TPM's daily operational rhythm is a system of structured, in-person communication touchpoints, beginning with pre-shift huddles led by Site Supervisors. These huddles serve as critical coordination sessions to assign daily work zones, review any special requests or facility-specific instructions, address safety protocols, and ensure all staff are fully briefed before deployment. This daily engagement reinforces team alignment and allows supervisors to immediately adapt schedules or resources based on urgent University needs, staffing fluctuations, or changing site conditions. In addition to daily briefings, weekly written status reports are compiled by Site Supervisors and submitted to the University's Contracting Officer's Representative (COR). These reports provide a concise, factual overview of completed tasks, inspection outcomes, outstanding service requests, staffing notes, equipment usage, and any incidents or deviations from schedule. When needed, these reports are supplemented by direct verbal briefings or meetings, ensuring UDC personnel always have a clear view of operational

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status and performance metrics. This consistent and transparent flow of information supports continuous situational awareness and provides the foundation for joint decision-making.

For incident response, TPM has instituted a real-time incident reporting protocol designed to flag and escalate urgent or non-routine matters, such as biohazard spills, missed service zones, security access issues, or equipment failure, that require immediate attention. These incidents are recorded manually in site-specific incident logs and escalated through a defined command hierarchy to ensure a timely and appropriate response.

Our escalation structure is clearly delineated and followed across all service sites:

- Level 1- Site Supervisor: Acts as the first responder for all day-to-day issues, staff oversight, and minor corrective actions. They are authorized to make decisions in the field and resolve routine operational matters on the spot.
- Level 2- Roving Area Supervisor: Provides supervisory support across buildings and serves as a second-level resource when Site Supervisors require reinforcement, especially during staff shortages, complex issues, or unresolved service discrepancies.
- Level 3- Project Manager: Serves as the primary liaison between TPM Group and the University. The Project Manager is responsible for interpreting patterns of concern, implementing systemic improvements, coordinating resources across multiple buildings, and addressing service-related concerns that require broader operational changes.

Our escalation structure ensures each issue is addressed at the appropriate level of authority, with no delays in communication or response. It reinforces operational resilience, supports consistent service levels, and empowers TPM personnel to act decisively within their roles.

Moreover, TPM holds monthly coordination meetings with the COR and other relevant stakeholders to review escalations, validate responses, and evaluate whether additional training, staffing adjustments, or procedural updates are needed. These meetings also review recurring service trends, client feedback, and forward-looking priorities, allowing TPM and UDC to remain agile and aligned.

Through our layered and proactive communication approach built on face-to-face engagement, written reporting, incident tracking, and defined escalation pathways, TPM Group ensures that the University is never left uncertain about who is responsible, how quickly an issue will be addressed, or what actions are being taken to maintain operational excellence. Our framework enhances transparency and strengthens trust and accountability in TPM's partnership with UDC.

e. Staffing and Training

TPM Group is deeply committed to a high-performing, dependable, and safety-conscious janitorial workforce to support UDC across both CLIN 0001 and CLIN 0002. We recognize that our staff are the backbone of service delivery, and our staffing and training framework is designed to ensure that every member of our team is fully prepared to meet UDC's operational demands, safety requirements, and high-performance expectations.

Our staffing model begins with a rigorous recruitment and screening process that ensures all personnel, whether assigned to general cleaning duties under CLIN 0001 or green-certified cleaning operations at the New Student Center under CLIN 0002, possess the appropriate

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background, physical capabilities, and work ethic to operate in a professional university environment. All employees undergo background checks, drug screenings, and physical assessments to ensure compliance with UDC's personnel standards, including the ability to lift up to 50 pounds and adhere to prescribed safety protocols.

TPM Group differentiators:

- Tailored Staffing Model per CLINs.
- Comprehensive Pre-Employment Screening.
- Specialized, Role-Specific Training Framework.
- Performance Monitoring and Career Advancement.
- Staggered Shift Planning for Continuity.

Once selected, each janitorial staff member participates in comprehensive, role-specific training before assignment to any site. Training is developed and delivered by TPM's quality assurance and training leads, and it addresses both foundational cleaning skills and advanced requirements relevant to the specific building type and scope of work. Topics include:

- LEED-Compliant Green Cleaning Practices: Employees are trained to use Green Seal-certified products, microfiber mopping systems, HEPA-filtered equipment, and environmentally safe cleaning agents that align with LEED Indoor Environmental Quality (IEQ) credits. These practices are mandatory for CLIN 0002 and are increasingly adopted across CLIN 0001 buildings to support UDC's sustainability goals.
- PPE Use and Safety Compliance: Personnel receive in-depth instruction on OSHA-mandated Personal Protective Equipment (PPE), including proper selection, use, maintenance, and disposal of gloves, masks, eye protection, and ergonomic supports such as back braces and knee pads. Staff are also trained in basic first aid awareness and emergency preparedness procedures.
- Chemical Handling and GHS Standards: All employees are educated on proper storage, dilution, and usage of cleaning chemicals per Globally Harmonized System (GHS) guidelines. Training includes reading and interpreting Safety Data Sheets (SDS), using closed-loop dispensing systems, and responding to accidental spills.
- Customer Service and Campus Protocols: Given that UDC's environment includes active engagement with students, faculty, and administrators, janitorial personnel are also trained in professional conduct, verbal communication, discretion, and courteous response to service inquiries. This ensures that all TPM staff contribute to a positive campus atmosphere while maintaining productivity.

Our training program combines classroom instruction, practical demonstrations, site walkthroughs, shadowing sessions, and on-the-job performance validation. All training sessions are documented, and each employee's training record is maintained in their personnel file. Periodic refresher courses are scheduled to reinforce best practices and incorporate new regulations or technologies. To ensure complete coverage across UDC's distributed and diverse facilities, TPM maintains a real-time staffing roster system that is organized by building and shift. These rosters are reviewed daily by Site Supervisors to validate coverage in all high-traffic zones such as

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restrooms, laboratories, classrooms, auditoriums, and student spaces. We strategically deploy our workforce across staggered shifts, including early morning, mid-day, evening, and weekend coverage, to guarantee uninterrupted service during both standard hours and after-hours events.

TPM also maintains a trained reserve pool of floating and on-call relief staff. These employees are cross-trained across all facility types, enabling rapid deployment in the event of staff absences, surge requirements, or last-minute requests. Floaters are integrated seamlessly into daily operations to prevent service interruptions and uphold the consistent delivery of contract requirements. Our staffing and training approach is closely monitored by TPM's Project Manager and Quality Assurance Manager, who collaborate to evaluate staff performance through regular observations, supervisor feedback, and audit results. Employees who demonstrate exceptional competence and initiative are offered opportunities for advancement into lead or supervisory roles, reinforcing retention and morale while rewarding excellence.

In sum, TPM Group's staffing and training framework is designed to meet the immediate requirements of the UDC janitorial contract and to elevate service delivery through continuous development, accountability, and readiness. By investing in our staff and building a responsive, flexible workforce, TPM ensures that UDC receives consistent, high-quality service that supports both its academic mission and sustainability vision.

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Organizational Chart

Figure 2 below illustrates our organizational structure for delivering Janitorial Services to UDC.

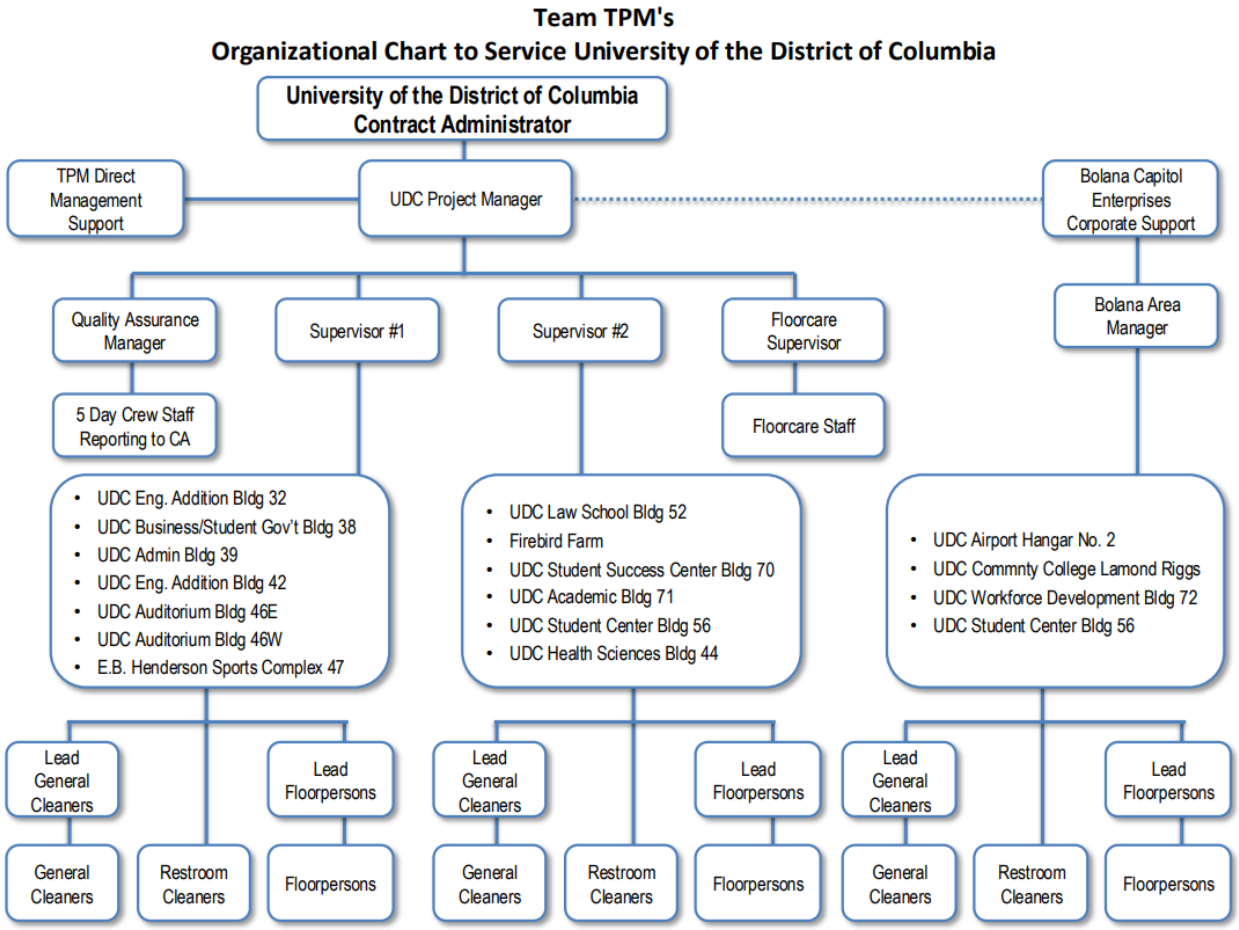


Figure 2 - Our Organizational Chart for UDC's Janitorial Services

TPM Group's management approach is purpose-built to deliver reliable, high-quality janitorial services that meet and exceed UDC's expectations. Our methodology is grounded in the proven principles of the Project Management Institute's PMBOK® framework, ensuring that every aspect of service delivery, from initiation through closeout, is governed by structure, transparency, and accountability.

At the core of our strategy is a commitment to proactive planning, precision in execution, and continuous improvement. We begin by establishing clear operational baselines and deliverables through a comprehensive Project Charter, Management Plan, Quality Control Plan (QCP), and Quality Assurance Surveillance Plan (QASP). These documents, developed in close coordination with UDC stakeholders, lay the foundation for performance expectations, inspection protocols, escalation procedures, and corrective action workflows.

Our supervisory structure is designed to provide consistent leadership and direct oversight across all campus facilities. Site Supervisors, assigned to logical building clusters, manage daily operations, verify service delivery, and ensure adherence to the QCP. For CLIN 0002, which includes the LEED Platinum-certified New Student Center, a dedicated Supervisor/Onsite Lead

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with LEED credentials ensures specialized green-cleaning standards are upheld. Floating Area Supervisors provide cross-campus quality assurance support, conduct unannounced audits, and reinforce operational continuity during staff absences or peak periods.

TPM's commitment to quality assurance is reinforced through routine inspections, simplified checklists, and manual logs that are reviewed daily by supervisors and weekly by management. Our quality monitoring does not rely on digital platforms alone but emphasizes hands-on documentation, physical walkthroughs, and in-person performance reviews to ensure thoroughness and accountability. Non-conformances are recorded and addressed immediately through our corrective action process, and performance trends are reviewed in monthly meetings with UDC to validate service effectiveness and identify opportunities for improvement.

Communication is a critical pillar of our success. TPM fosters open, two-way communication at all levels from frontline janitorial staff to executive leadership. Daily pre-shift briefings, weekly status reports, and structured incident escalation ensure that issues are surfaced and resolved quickly. Our escalation framework ensures that the right personnel are engaged at the right time, preserving service continuity while maintaining transparency with UDC stakeholders.

Our staffing and training model emphasizes competency, consistency, and coverage. All staff undergo thorough pre-deployment training, including modules on OSHA safety compliance, LEED-compliant cleaning practices, chemical handling (GHS), and professional conduct. Staff are assigned to specific zones on staggered shifts to ensure 24/7 coverage when needed. Floaters and on-call personnel are maintained as a ready reserve to mitigate absenteeism and unplanned demand. TPM also prioritizes employee retention through performance recognition and opportunities for advancement, ensuring a motivated and experienced team is always in place.

By aligning people, process, and oversight with the University's operational and sustainability goals, TPM Group ensures each facility is maintained at a consistently high standard of cleanliness, safety, and environmental stewardship. Our approach is not only compliant, it is adaptable, resilient, and centered on long-term partnership. With clearly defined roles, repeatable systems, and responsive communication, we are confident in our ability to deliver dependable janitorial services that support UDC's mission while building a relationship rooted in performance, integrity, and trust.

1.7.1 Quality Control for CLIN 0001 and CLIN 0002

TPM Group's Quality Control Plan (QCP) is the cornerstone of our commitment to delivering consistently high-quality janitorial services across all University of the District of Columbia (UDC) facilities, encompassing both CLIN 0001 (comprehensive campus-wide cleaning) and CLIN 0002 (LEED-compliant services at the New Student Center). Developed in alignment with industry best practices, contractual requirements, and UDC's specific cleanliness and environmental goals, our QCP provides a structured, measurable, and proactive framework to manage service delivery, enforce accountability, and drive ongoing performance improvement.

Our QCP is a dynamic and living document continuously reviewed and refined to reflect evolving conditions such as changes in scope, updated performance standards, newly constructed or reconfigured spaces, feedback from UDC stakeholders, and regulatory updates. It encompasses clearly defined quality benchmarks, task frequencies, inspection procedures, corrective action protocols, and reporting requirements tailored to the specific characteristics of both CLINs.

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Central to the successful execution of the QCP is TPM Group's dedicated Quality Assurance Manager (QA Manager). This individual plays a mission-critical role in overseeing the implementation of all quality-related functions across both standard and LEED-certified facilities. The QA Manager leads all scheduled inspections, ensures service delivery aligns with the SOW, verifies adherence to safety and sustainability protocols, and maintains thorough records of inspections and corrective actions. They serve as the central authority for performance analysis and are the key liaison with the UDC Contracting Officer's Representative (COR) and Contract Administrator (CA) on all quality-related matters. Figure 2 below illustrates the process outlined in our management plan.



Figure 3 - Quality Control Plan

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a. Inspection and Evaluation Strategy

TPM Group employs a structured, facility-specific inspection and evaluation strategy that ensures full compliance with UDC performance requirements for both CLIN 0001 (standard janitorial services across academic, administrative, and support buildings) and CLIN 0002 (LEED Platinum-certified cleaning for the New Student Center). Our approach emphasizes manual, detail-oriented inspections using paper-based checklists to maintain consistency, accountability, and transparency across all facilities.

TPM Group differentiators:

- Facility-Specific Inspection Approach by CLIN.
- Manual, Checklist-Based System for Accountability.
- Tailored Checklists by Building Function.
- LEED-Centric Audit Strategy for CLIN 0002.
- Differentiated Inspection Frequency by Facility Type.
- Centralized Oversight via QA Manager.
- Performance History & Trend Monitoring.

For CLIN 0001, TPM assigns trained Site Supervisors to each logical cluster of buildings. These supervisors conduct routine evaluations using printed quality assurance checklists tailored to each building's function and usage. The checklists contain designated fields to rate performance in core cleaning categories—such as restroom sanitation, floor care, waste removal, surface disinfection, and general appearance using a standardized scoring scale of *Excellent, Good, Satisfactory,* or *Unsatisfactory*. Each checklist is specific to the building's environment and usage type—for example, classroom buildings prioritize dust control and desk sanitation; laboratories require attention to contamination risks and chemical residue; administrative offices focus on appearance, trash removal, and surface cleaning.

For CLIN 0002, TPM deploys a dedicated Supervisor/Onsite Lead with active LEED credentials, specifically trained in sustainable cleaning protocols and Indoor Environmental Quality (IEQ) performance standards. Our Supervisor/Onsite Lead will conduct daily audits of the New Student Center using a specialized inspection checklist that aligns with LEED Platinum requirements. These checklists emphasize low-emitting product usage, microfiber dust control systems, green-certified chemical storage practices, non-toxic floor care, and indoor air quality standards. The inspections also include environmental checks such as odor monitoring, filter cleanliness (if applicable to janitorial scope), and the overall sustainability of materials and methods in use.

Inspection Frequencies

- High-traffic academic buildings (CLIN 0001):
  Inspected *daily* by Site Supervisors with focus areas including restrooms, entryways, elevators, classrooms, and corridors to ensure a consistently clean and welcoming environment.
- Administrative and moderate-use areas (CLIN 0001):
  Inspected *weekly* using a rotating zone coverage approach that allows full building evaluation over time, while prioritizing key public-facing and high-traffic spaces.

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- Specialty-use buildings such as labs and STEM facilities (CLIN 0001):
  Inspected *weekly* with a heightened emphasis on sanitation, chemical safety, floor integrity, and contamination prevention to align with the unique sensitivity of these environments.
- Remote and lower-occupancy sites (e.g., Airport Hangar, Building 72):
  Inspected *bi-weekly* by an Area Supervisor, who conducts full-site walkthroughs and completes checklist-based assessments that address the full scope of janitorial service tasks for those facilities.
- New Student Center (CLIN 0002):
  Inspected *daily* through rigorous green-cleaning audits. Each inspection assesses chemical selection and usage, storage of environmentally friendly products, microfiber mop rotation schedules, HEPA filtration (if applicable), and odor or allergen sources. This ensures continued compliance with LEED Platinum Indoor Environmental Quality credits.

Documentation and Oversight

All inspection results are recorded manually by the inspecting supervisor, signed upon completion, and submitted to the Quality Assurance Manager (QA Manager) for centralized review. Each completed checklist is stored in a facility-specific quality control binder, which is maintained onsite and made available for internal audits and periodic review by UDC's Contracting Officer (CO) or Contracting Administrator (CA). These binders serve as both a compliance archive and a performance history reference, ensuring TPM has the documentation necessary to demonstrate adherence to contract standards, identify performance trends, and support corrective actions where needed.

b. Deficiency Identification and Corrective Action Procedures

TPM Group maintains a proactive, structured approach to identifying, addressing, and preventing janitorial service deficiencies across both CLIN 0001 (standard campus facilities) and CLIN 0002 (LEED Platinum-certified New Student Center). Our process centers on early detection, transparent documentation, timely resolution, and continuous accountability—ensuring that no deficiency is left unaddressed and that long-term service quality remains high.

i. Deficiency Identification

Deficiencies may arise from a variety of operational challenges—such as incomplete cleaning tasks, improper chemical use, missed waste disposal, or inadequate supply replenishment. To capture these issues comprehensively, TPM uses three primary sources for detection:

1. Routine quality control inspections are conducted by site supervisors and the QA manager using printed checklists.
2. Direct Feedback from UDC Personnel, including reports submitted to the Contracting Officer's Representative (COR) or Contract Administrator (CA).
3. Real-Time Field Observations made by TPM Supervisors and Area Supervisors during shift oversight or walkthroughs.

By using multiple channels of observation and feedback, TPM ensures a 360-degree view of service delivery across all buildings and service categories.

ii. Corrective Action Logging

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Once a deficiency is identified, it is formally recorded in the **Corrective Action Log**, a centralized paper-based record maintained and reviewed by the Quality Assurance Manager (QA Manager). This log includes the following fields:

- Date and time of the report
- Building and room/location
- Nature of the deficiency (e.g., unsanitized restroom fixtures, soiled floors, unemptied trash bins)
- Name of responsible staff member (if identifiable)
- Supervisory personnel involved
- Immediate corrective actions taken
- Verification status and follow-up notes

Each entry is initialed by the QA Manager and supervisor involved, ensuring that all corrective actions are traceable and that no deficiencies are left unresolved.

iii. Timely Resolution Protocol

Timeliness is critical to TPM's service integrity. Site Supervisors for CLIN 0001 buildings and the dedicated LEED Supervisor/Onsite Lead for CLIN 0002 are accountable for initiating and completing corrective actions within 24 hours of identification.

- CLIN 0001 Facilities: Corrections typically involve re-cleaning, supply restocking, or floor care touch-ups.
- CLIN 0002 Student Center: Because this facility follows strict LEED protocols, any deviations—such as improper chemical application or failure to use microfiber materials—require immediate correction, supervisor validation, and mandatory retraining of the personnel involved.

In both CLINs, corrective measures are documented and tracked until resolution is verified by the QA Manager.

iv. Personnel Coaching and Performance Management

If a deficiency is linked to individual performance, the responsible staff member is informed by their supervisor and receives documented feedback. For first-time issues, informal coaching is provided. Repeat concerns result in progressive disciplinary action, which may include:

- Formal written coaching notes
- Refresher training on specific procedures
- Performance improvement plans or warnings for repeated noncompliance

All coaching and retraining sessions are recorded and placed in the employee's personnel file, ensuring alignment with TPM's accountability policies and fair labor practices.

v. Follow-Up and Non-Recurrence Assurance

To confirm that deficiencies are fully resolved and not recurring, follow-up inspections are conducted within 48 to 72 hours after corrective actions are completed. These are performed by

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the same supervisory staff and reviewed by the QA Manager. Each follow-up is logged manually, includes a verification signature, and is cross-referenced against the original deficiency entry.

This follow-up mechanism helps TPM detect service trends, assess the effectiveness of remediation strategies, and inform training updates.

vi. Reporting to UDC

Each month, TPM compiles a Quality and Corrective Action Summary Report for UDC's COR and CA. This report includes:

- Total number of deficiencies logged
- Nature and category of issues (e.g., restroom, classroom, lobby)
- Time taken to resolve each item
- Repeat issues by location or staff
- Preventive measures implemented (e.g., retraining, product changes, process adjustments)

This report ensures that UDC stakeholders have full visibility into TPM's quality assurance process and a documented record of how service issues are handled and prevented.

Through these clearly defined, rigorously implemented deficiency and corrective action procedures, TPM Group ensures that both standard and LEED-certified janitorial services across the University of the District of Columbia remain consistently compliant, high-performing, and aligned with institutional expectations.

c. QCP Maintenance and Continuous Improvement

TPM Group regards the Quality Control Plan (QCP) as a dynamic, living framework—one that not only enforces baseline service standards but also drives ongoing performance improvement and adaptability across all facilities under CLIN 0001 and CLIN 0002. Our QCP is designed to evolve alongside the operational realities, institutional goals, and sustainability commitments of UDC. Rather than treating it as a static compliance document, TPM continuously updates the QCP to reflect shifting conditions, refine service methodologies, and address stakeholder input.

i. Triggers for Review and Updates

The QCP is reviewed and revised on a rolling basis to ensure alignment with any of the following operational developments:

- Revisions to the SOW: Whether due to contractual updates, clarifications, or redefined service expectations, any modification to the scope or frequency of janitorial tasks results in a corresponding update to QCP protocols.
- Facility Adjustments: Changes in the list of buildings or spaces receiving service such as new construction, facility renovations, temporary closures, or reassignments trigger updates to inspection schedules, checklist content, and staffing allocations.
- University Scheduling or Feedback: Modifications to UDC's academic calendar, special event programming, or direct feedback from the Contracting Officer (CO), Contract Administrator (CA), or facility occupants will be promptly reflected in service timing, routing, or inspection emphasis.

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- Staffing and Protocol Changes: Any internal adjustment to shift coverage, team structure, cleaning products, tools, or procedures will be reviewed for QCP implications and incorporated into the plan to ensure consistent quality oversight.

All changes to the QCP are formalized in writing and submitted to the University's CA and COR within ten (10) business days of the triggering event. These updates are disseminated to TPM supervisors and staff during scheduled weekly management briefings, where implementation timelines and training needs are also addressed. This ensures that the entire operations team remains aligned with the most current quality expectations and performance procedures.

ii. Annual QCP Review Session

In addition to ongoing updates, TPM Group conducts an Annual QCP Review Session in collaboration with UDC stakeholders. Led by the Quality Assurance Manager (QA Manager), this comprehensive session serves as a formal checkpoint to assess quality control effectiveness, share performance insights, and develop strategies for the upcoming contract year.

The annual review includes:

- Comparative Performance Metrics: Inspection scores, audit outcomes, and service ratings are analyzed across buildings and task categories to detect trends, compare year-over-year performance, and identify outlier facilities or service types needing focused attention.
- Corrective Action Analysis: Logs of deficiencies and their resolutions are reviewed to pinpoint recurring issues, evaluate the effectiveness of interventions, and develop preventive strategies.
- Stakeholder Feedback: Comments from UDC administrators, faculty, students, and other building occupants received through formal channels or informal observations are incorporated to assess user satisfaction and perception of janitorial service quality.
- Focused Improvement Plans: Based on these insights, TPM defines targeted action plans for enhancing specific service areas, such as restroom sanitation, floor maintenance, supply readiness, or customer interaction. These plans may include staff retraining, revised checklists, adjusted inspection frequencies, or updates to supervision protocols.
- Integration of Sustainability Measures: For CLIN 0002, the session also includes a review of green cleaning metrics, adherence to LEED protocols, and opportunities to improve environmentally responsible practices.

iii. QA Manager's Oversight

The QA Manager plays a central role in both ongoing QCP maintenance and annual reviews. Their responsibilities include:

- Leading update initiatives based on performance data and stakeholder input;
- Coordinating cross-functional review teams for feedback and validation;
- Training staff and supervisors on any new or revised quality procedures;
- Documenting and archiving changes for compliance and audit readiness.

By embedding the principles of continuous improvement and operational flexibility into our QCP maintenance process, TPM Group ensures that quality assurance is not just a compliance function

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but a core driver of service excellence. Our responsive, data-informed approach empowers our team to anticipate challenges, elevate standards, and remain aligned with the evolving needs of the University of the District of Columbia across both standard janitorial services (CLIN 0001) and LEED-certified environments (CLIN 0002).

Through our structured, checklist-driven Quality Control Plan, TPM Group guarantees the consistent delivery of high-quality janitorial services across all UDC facilities. By combining strong field oversight, hands-on inspections, detailed documentation, and continuous improvement, our QCP ensures that both standard cleaning operations under CLIN 0001 and LEED-focused green cleaning under CLIN 0002 are held to the highest possible standard. With the QA Manager providing dedicated oversight and accountability, TPM remains responsive to evolving needs, capable of addressing service concerns swiftly, and committed to fostering a clean, safe, and sustainable campus environment.

a. Sub-factor 1 – Organizational Staffing Plan

Organizational Staffing Plan

TPM Group has developed a robust and scalable organizational staffing plan that directly supports the successful execution of janitorial operations under both CLIN 0001 and CLIN 0002 of the University of the District of Columbia's janitorial services contract. Our structure is purposefully designed to ensure complete geographic and functional coverage across UDC's diverse facilities, integrating both traditional janitorial services and high-performance LEED Platinum-compliant cleaning practices for the New Student Center.

Our staffing model is aligned with the SOW, the required service frequencies, and quality assurance protocols, ensuring that every space under our care, from academic buildings to administrative offices, laboratories, and event venues, is maintained to the University's high standards for cleanliness, safety, and sustainability.

1. Executive Leadership and Program Oversight

At the head of TPM's staffing structure is the Project Manager (1 FTE), who serves as the senior representative to the University and assumes full responsibility for the day-to-day operation and strategic direction of the contract. The Project Manager is accountable for overall contract performance, client engagement, compliance with scope, schedule, and service quality, and is empowered to make decisions on all matters relating to personnel, delivery, and escalation.

Directly supporting the Project Manager is the Quality Assurance (QA) Manager (1 FTE), who leads the execution of TPM's Quality Control Plan (QCP). The QA Manager is responsible for designing inspection routines, tracking performance metrics, logging and resolving deficiencies, and supporting continuous improvement initiatives. The QA Manager ensures that cleaning operations across both CLINs are not only compliant with contract standards but are also aligned with industry best practices and evolving campus needs.

2. Supervisory Oversight and Specialized Roles

To provide effective supervision and maintain a high level of service delivery consistency, TPM deploys a strong mid-tier management layer consisting of:

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- 2 Building Supervisors who oversee designated building clusters under CLIN 0001. Each is responsible for staff scheduling, daily assignment validation, zone inspections, and addressing service-related issues raised by University stakeholders.
- 1 Floor Care Supervisor, dedicated to leading floor care operations. This supervisor manages both the routine floor crew and the roving specialists performing scheduled scrubbing, buffing, carpet extraction, and strip-and-wax operations.
- 1 Lead Day Porter who manages daytime porter activities, assists with scheduling coverage in high-traffic areas, and ensures rapid response to ad hoc service requests or facility-specific needs.

All supervisory staff operate as key field liaisons between frontline workers and executive management, enforcing quality standards, monitoring performance, and coordinating resources to meet workload demands.

3. Field Service Personnel

TPM's field teams are segmented into specialized functional units to optimize coverage and quality:

- 4 Day Porters maintain lobbies, restrooms, corridors, and other public-facing spaces throughout the day, ensuring high visibility and fast response to emerging needs.
- 15 Lead General Cleaners guide cleaning crews within their assigned buildings, manage checklist compliance, and serve as point contacts for supervisors.
- 16 General Cleaners are deployed across academic, administrative, and support spaces to perform daily cleaning, trash removal, dusting, and surface sanitation.
- 16 Restroom Cleaners, trained specifically in restroom protocols, are responsible for the cleanliness, sanitation, and restocking of restrooms across the campus.
- 1 Weekend Restroom Cleaner ensures restrooms remain clean and operational during weekend events and facility use.
- 26 Floorpersons support hard-floor and carpet care operations across all UDC buildings. Their responsibilities include dust mopping, auto-scrubbing, stain removal, carpet vacuuming, and restorative floor maintenance.
- 1 Weekend Floorperson supports events and custodial needs during weekend hours.
- 3 Roving Floor Care Workers, under the Floor Care Supervisor, rotate among buildings as needed for periodic deep-cleaning or emergency support, including flood response, floor restoration, and seasonal detailing.

All personnel are trained on safety procedures, green-cleaning protocols, and UDC-specific service expectations before assignment, and they receive recurring refresher training to maintain compliance with TPM's performance benchmarks.

4. CLIN 0002: LEED Platinum Staffing

For CLIN 0002, which covers the LEED Platinum-certified New Student Center, TPM has appointed a dedicated Supervisor/Onsite Lead with LEED certification. This individual oversees all green-cleaning activities, ensuring that every service—from restroom sanitation to floor care

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and supply replenishment—is executed in accordance with Indoor Environmental Quality (IEQ) guidelines and the facility's LEED Platinum maintenance standards. The Supervisor/Onsite Lead directly manages a subset of general cleaners and floor staff cross-trained in low-emitting chemicals, microfiber systems, and sustainability-focused cleaning protocols.

5. Relief Staffing and Operational Redundancy

To safeguard against absenteeism, schedule conflicts, or surge demands, TPM maintains a qualified pool of on-call relief personnel who are cross-trained in both traditional and green janitorial procedures. These staff are deployed as needed to ensure uninterrupted service, especially during peak academic periods, special events, or unforeseen absences. Floaters are built into our weekly rotation to provide additional operational flexibility.

6. Accountability and Coordination

Daily zone rosters are maintained and verified by supervisors. Pre-shift briefings, mid-day quality spot checks, and post-shift walkthroughs are used to reinforce expectations and confirm task completion. All supervisory and field staff participate in weekly coordination meetings, during which performance feedback, training needs, staffing adjustments, and service priorities are discussed. This fosters a culture of accountability, transparency, and operational excellence throughout the contract lifecycle.

7. Employee Retention Strategy

TPM recognizes that high retention leads to better service consistency, deeper institutional knowledge, and stronger client relationships. Therefore, our staffing plan is supported by a multi-tiered employee retention strategy designed to reduce turnover, recognize performance, and create a culture of respect and advancement:

1. Fair Compensation and Shift Stability: TPM offers competitive wages, consistent scheduling, and predictable shift rotations to reduce burnout and increase job satisfaction.
2. Performance Incentives and Recognition Programs: We reward high-performing employees with monthly and quarterly recognition, such as "Employee of the Month" awards and spot bonuses. Outstanding performers are considered first for promotions and advanced responsibilities.
3. Training and Professional Development: Employees receive ongoing training not only in cleaning methods but also in safety, leadership, and LEED-aligned practices. TPM provides clear pathways for advancement from General Cleaner to Lead, then to Supervisor roles.
4. Supportive Work Environment: Supervisors and leads conduct regular one-on-one check-ins, maintain an open-door policy, and foster a team-oriented atmosphere where every employee feels heard and valued.
5. Job Stability Through Cross-Training: Staff are cross-trained across buildings and service types, enabling flexible deployment and ensuring employees have multiple skill sets, leading to job security and increased confidence.
6. Onboarding and Mentorship: New hires are paired with experienced team members during their first 30 days to provide guidance and reduce early attrition. This mentorship model builds trust and smooths integration into TPM's culture.

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b. Sub-factor 2 – Communication and Reporting Chart

TPM Group acknowledges the importance of early and effective communication in establishing a strong foundation for the successful delivery of janitorial services to UDC. We are fully aligned with the approach outlined and confirm our readiness to proceed accordingly.

Kickoff Meeting Scheduling
Upon notification of the award, the TPM Group will prioritize scheduling the Kickoff Meeting as soon as possible. We will coordinate with both UDC and our strategic partner to ensure full representation and participation. Our initial meeting will serve as a platform to build rapport, align expectations, and solidify the collaboration between all parties.

RFP Overview and Presentation of Purpose and Objectives
During the Kickoff Meeting, TPM Group will present a clear overview of our understanding of the RFP's purpose, goals, scope of services, and key milestones. Our presentation will highlight our commitment to delivering LEED Platinum-level janitorial services that align with UDC's sustainability and service quality standards.

Defined Roles and Responsibilities
We will introduce our organizational structure, clearly articulating the roles and responsibilities of each TPM Group and Bolana Capitol team member, including introductions to our Lead AP Project Manager and supporting personnel. We will also seek to understand the specific responsibilities of UDC team members and the Contracting Authority (CA), ensuring clarity in communication and task ownership across all levels.

Communication Protocols
TPM Group will collaborate with UDC to establish mutually agreed-upon communication channels, update frequencies, and preferred timing for reports and meetings. We will also outline our internal communication practices to ensure seamless coordination between TPM Group, Bolana Capitol, and UDC. Openness, transparency, and timely feedback will be encouraged throughout the contract performance period.

Initial Meeting Agenda
We concur with the proposed agenda and will be prepared to address each item, including:

1. Introducing our Lead AP Project Manager and core management team
2. Clarifying each TPM Group corporate position and its respective functions
3. Understanding and documenting UDC roles and meeting the CA
4. Requesting guidance on UDC's operational priorities, including critical do's and don'ts
5. Establishing a recurring meeting schedule, with the first follow-up meeting to be held within three weeks of the kickoff

We view this initial meeting as a strategic alignment opportunity, and we look forward to a productive collaboration with UDC, TPM Group

Figure 4 below illustrates our communication and reporting structure for the UDC Janitorial Services.

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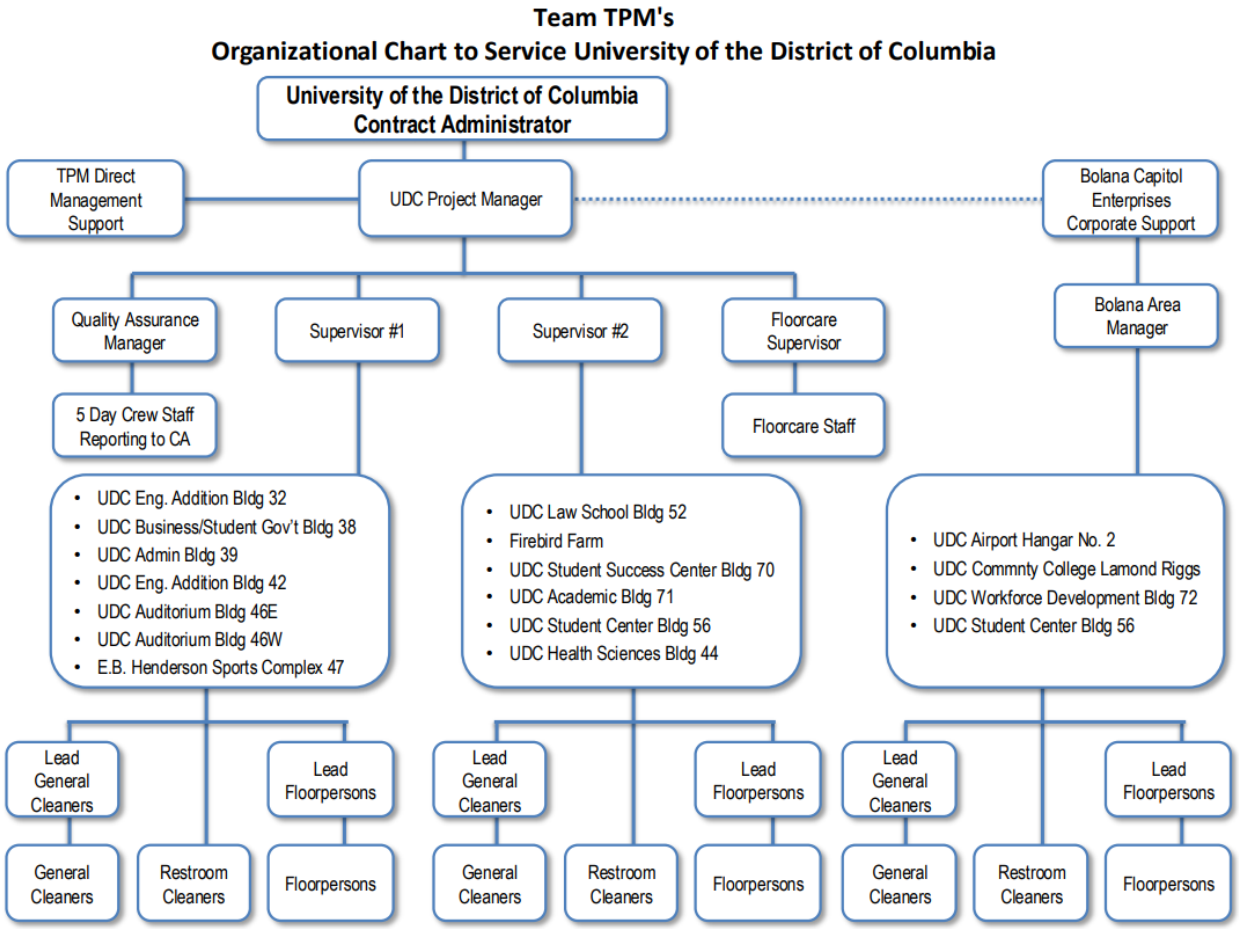


Figure 4 - Our Communication and Reporting Chart

c. Sub-factor 3 – Measurable Performance Standards

The table below presents the measurable performance standards that will be applied to UDC's Janitorial Services.

Table 7- Measurable Performance Standards

Service	*Measurable Performance Examples*	
Restrooms	Excellent	Fixtures, countertops, basins, toilets, partitions, mirrors, doorknobs, stainless steel, and showers are all free of smudges, water spots, and dirt. Supplies are all fully stocked. All waste receptacles are emptied, cleaned, and lined.
	Good	Fixtures, countertops, basins, toilets, partitions, mirrors, doorknobs, stainless steel, and showers are all clean. Supplies are all sufficiently stocked. Waste receptacles are emptied, cleaned, and lined.
	Unsatisfactory	Fixtures, countertops, basins, toilets, partitions mirrors, doorknobs, stainless steel, and showers have smudges, water spots, and/or dirt. Supplies are

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		in need of restocking. Waste receptacles are full and in need of emptying.
Floor Care	Excellent	Floors are serviced and mopped, and appear in higher-than-average condition.
	Good	Floors are serviced and mopped, and appear in good condition.
	Unsatisfactory	Floors do not appear to be mopped and are in poor condition.
Daily Lecture Halls/Classrooms	Excellent	The Whiteboards and chalkboards are washed and cleaned with clean chalk trays. The Furniture is all realigned in the original order, with chairs facing the proper direction. The desks are free of dust. The floors are swept and mopped and appear in excellent condition.
	Good	The Whiteboards and chalkboards are clean. Most furniture is all realigned in its original order. The desks appear to be clean. The Floors are swept and mopped, and appear to be in good condition.
	Unsatisfactory	Classrooms and lecture halls do not appear to be serviced, dusted, floor care, and are in poor condition.
Offices	Excellent	The offices are dusted, desk surfaces and glass surfaces are clean without smudges. The carpets are clean and free of spots/stains. Floors requiring finish are at high luster and free of all marks.
	Good	Offices are dusted, desk surfaces and glass surfaces are clean. Carpets are clean. Floors requiring finish clean.
	Unsatisfactory	Offices are in need of dusting, desk surfaces and glass surfaces appear to have smudges and in need of cleaning. Carpets do not appear to be clean and are in poor condition. Floors requiring finish do not appear to be clean and are in poor condition.
Entrances, Corridors & Lobby Areas	Excellent	Lobby appears to be serviced and free of litter, gum, dirt, dust, and debris. Mats are vacuumed and spot cleaned with no soil or moisture underneath. Glass appears clean and smudge-free. Corridors are free of litter, dirt, debris, boxes, etc., and show no signs of liquid spillage or stains.
	Good	Lobby appears to be serviced and clean. Mats are vacuumed and spot cleaned. Glass appears clean and smudge-free. Corridors free of litter, dirt, debris, boxes, etc.

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	Unsatisfactory	Lobby appears to be in need of service. Mats are in need of vacuuming. Glass has smudges. Corridors are in need of vacuuming and the removal of items.
Drinking Fountains/Hydration Stations	Excellent	Fountains/Stations cleaned, polished, and sanitized. Surfaces are free of all watermarks, debris, encrustation, streaks, stains, etc.
	Good	Fountains/Stations cleaned, polished, and sanitized. Surfaces are free of most watermarks, debris, encrustation, streaks, stains, etc.
	Unsatisfactory	Fountains/Stations do not appear to be serviced and have watermarks, debris, streaks, encrustations, and/or stains.
Trash and Recyclables	Excellent	Trash has been collected and emptied with no overflow. Dumpster sites are clean and orderly. Recycling is not comingled.
	Good	Trash has been collected and emptied. Dumpster sites are clean and orderly. Recycling is not comingled.
	Unsatisfactory	The trash has not all been collected and has some overflow. Dumpster sites have trash blowing on the ground. Trash containers need cleaning. Recycling is comingled.
Elevators	Excellent	Elevators are serviced and mopped, sils and cabin panels are clean. The elevator appears in higher-than-average condition.
	Good	Elevators are serviced, mopped, and cleaned. Elevator appears in good condition.
	Unsatisfactory	Elevators do not appear to be serviced and are in poor condition.
Lounges/Food Eating Areas	Excellent	Lounges/Food Areas are serviced and disinfected. Floors, surfaces, counters, equipment, door knobs, tables and chairs, drains, microwaves, etc. are cleaned, free of food and debris, and in above-average condition. Trash is emptied.
	Good	Lounges/Food Areas are serviced and disinfected. Floors, surfaces, counters, equipment, door knobs, tables & chairs, drains, microwaves, etc. are cleaned, free of food and debris, and in good condition. Trash is emptied.
	Unsatisfactory	Lounges/Food Areas appear to need service. The floors, surfaces, counters, equipment, door knobs, tables and chairs, drains, microwaves, etc., are dirty, have food and debris, and are in poor condition. The trash needs to be emptied.

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Plaza Deck, Amphitheater, and Outdoor Fountains	Excellent	Areas appear to be serviced. The plaza deck is free of loose debris. Fountains are screened and free of loose trash. Trash receptacles are empty. Amphitheaters are free of trash and debris. All trash has been emptied and areas appear to be in above average condition.
	Good	Areas appear to be serviced. Plaza deck is free of most loose debris. Fountains are screened and free of most loose trash. Trash receptacles have been emptied. Amphitheaters are free of most trash and debris. Areas appear to be in good condition.
	Unsatisfactory	Areas are in need of service. Plaza deck and fountains have loose debris and/or trash. Amphitheaters have trash and debris. Trash is overflowing and needs to be emptied. Areas in poor condition.

d. Sub-factor 4 – Price Reduction Table

The following table outlines the details of the price reduction.

Table 8 - Price Reduction Table

Infraction	*Amount of Proposed Reduction*
Failure of TPM employees to be properly attired in the company uniform.	$30.00
Failure to utilize approved Green Seal cleaning products.	$45.00
Failure to properly store cleaning products/devices upon completion of the cleaning cycle.	$25.00
General Duties – Missed Daily Service to a specific area.	$65.00
General Duties – Missed Daily Service to a specific restroom.	$80.00
General Duties – Missed Daily Service to a specific classroom or conference room.	$60.00
General Duties – Missed Daily Service to a specific office, faculty, or break room.	$45.00
Failure to provide backup employees for the required 5 5-day porters reporting to CA each day.	$150.00
Failure to notify UDC of a change in employees	$25.00
Failure to perform scheduled service – no service provided to the entire building location during a scheduled service day.	$100.00

1.7.2 Employee Count, Job Descriptions, and Hourly Rates

a. Number of Employees Including CLIN 0001 and CLIN 0002

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Table 9: Number of Employees Including CLIN 0001 and CLIN 0002

Qty.	*Position*
1	Project Manager
1	QA Manager
5	Day Porters – Report to UDC Contract Administrator (CA) Daily
1	Floor Care Supervisor
2	Floor Care Workers (Roving)
2	Supervisors
11	Lead Cleaners
19	General Cleaners
14	Restroom Cleaners
15	Floor persons

b. Hourly Rates

Minimum hourly rates for each position are as per the mandated Wage Determination No. 2015-4281 Revision No. 33.

Position	*Wage Rate*	*H&W*	*Total Hourly Rate Paid to Staff*
General Cleaners, Janitors, Restroom Cleaners	$17.84	$4.93	$22.77
5-Day Porters UDC – CA	$18.14	$4.93	$23.07
Floor Persons	$18.09	$4.93	$23.02
Lead Cleaners	$18.09	$4.93	$23.02

c. Job Descriptions

1. Project Manager

The Project Manager leads day-to-day operational support to provide a safe, attractive, efficient, and clean facility for visitors, students, and employees of the facilities we service. This position is responsible for assigning and directing support and inspecting the work that will be performed by the custodians on an assigned shift. The project manager will also perform routine work according to the operational schedule required by the SOW and/or specifications.

Duties and responsibilities include: provide support and direct tasks to the custodian team to promote cleanliness and safety throughout the building, equipment and facility premises; instructs and trains the custodial team in proper custodial cleaning practices and safety standards; inspect all areas of the facility, including restrooms, stairwells and open locations for cleanliness and unusual activity to maintain clean safe public and business spaces throughout shifts; assist in proper cleaning tasks when needed; reassigns and adjust crews to respond to special facility operations or unforeseen situations; assures that the cleaning checklist and daily assignments are completed during the shift; ensure safe and proper cleaning methods are used while attending situations that involve exposure to bodily fluids and other hazardous materials; reports activities and unusual events to the supervisor and team via memos, email, and other daily logs; report unsafe conditions (repairs), damages and acts of vandalism of equipment to proper channels of

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communication/authorities; ensure proper and timely radio communication within the team while promoting professional and courteous etiquette; maintain storage areas and cleaning equipment, materials, and supplies in a safe, secure and orderly manner in order to ensure the safety of staff and the public; maintain an adequate supply of cleaning materials and supplies in custodial closets and distribute supplies to custodians as needed.

2. Day Porter

The Day Porter responsibilities include removing and arranging office and classroom furniture, equipment, and appliances, and moving heavy equipment and machinery when assigned; assisting in assembly and disassembly of furniture and furnishings; cleaning graffiti from interior and exterior surfaces of buildings; providing special cleaning before, during and after special events; performing warehouse duties, including palletizing materials, loading and unloading trucks, and labeling items and property; assisting maintenance personnel with special projects; performing conference style setups for university functions; arranging tables, chairs, podiums, and other items used in group gatherings; power washing plaza area, garage, walkways, and loading dock areas on a needed basis and must also be able to lift up to 50 pounds using proper lifting techniques to ensure safety and avoid injury during assigned tasks and assigned by CA; and other related duties as assigned by CA. Porters shall not perform basic cleaning services daily to compensate for the absence of cleaning personnel.

3. QA Manager

The Quality Assurance Manager is responsible for ensuring cleaning operations meet established standards of cleanliness, safety, and client satisfaction. This role involves conducting regular inspections, identifying and correcting deficiencies, training staff on best practices, and coordinating with supervisors to implement continuous improvement. The manager serves as the key point of contact for quality-related concerns and ensures compliance with contract requirements and industry regulations. The QA Manager regularly visits key clients and tenants to speak with them and ask about their level of satisfaction. The QA Manager is a key team member in scheduled meetings between our team and the University of District of Columbia's representatives.

4. Working Supervisor and Lead Person Job Description

The Working Supervisor/Lead Person reports directly to the Project Manager. Their duties shall include, but are not limited to the following: the administration of area assignments and key control, issuing of supplies, ensuring all employees clock in properly, ensuring all employees are in uniform and possess proper identification, and giving each specific instructions as to work schedule for each day. Also, the Supervisors ensure all employees commence work promptly and in an orderly manner, ensure all work is performed as scheduled, train personnel properly in performing work in accordance with cleaning tasks and approved methods, inspect all buildings and spot check daily cleaning, turn in a daily report of work performed, and keep current periodic work reports.

5. Restroom Technician

The Restroom Technician reports directly to their Supervisor. Job responsibilities are to perform work as defined by the work schedule and contract specifications, including: empty trash; clean and disinfect sinks and countertops; clean and polish all mirrors; clean and disinfect all partitions;

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clean and disinfect commodes, urinals, sinks, counters, partitions and surrounding wall areas; empty, clean, and sanitize all sanitary napkin and trash receptacles and remove all waste material to the core area for pickup; spot clean walls; refill all dispensers and expendable paper products; clean and polish all bright work; detail dust high and low horizontal surfaces; sweep and mop floor with disinfectant cleaner; follow all safety regulations; report any damaged or broken items such as fixtures, doorknobs, etc.; all other duties as defined by Supervisor.

6. General Cleaner/Maintenance Technician

The General Cleaner/ Maintenance Technician reports directly to their Supervisor. They are responsible for work performed as defined by the Work Schedule and contract specifications, including picking, sweeping, mopping, trash removal, policing, etc. Responsibilities include: follow guidelines set by Work Schedule and our contract specifications in carrying out job tasks; empty all trashcans and keep clean and sanitized and include a plastic liner which fits the can; empty all recycling boxes; clean and sanitize all drinking fountains; report any damaged/broken items that have been identified; follow safety regulations strictly, including (but not limited to) OSHA regulations; sweep and mop floors; vacuum classrooms; dust mop, spot mop and wet mop floor; clean break room areas; all other duties as defined by Supervisor.

7. Floor Care Technician

The Floor Care Technician reports directly to their Supervisor and is responsible for work performed as defined by the Work Schedule and contract specifications. Our Floor Care Technicians are thoroughly trained professionals experienced in floor care, including the requirements mandated in the scope of work and experience with high traffic areas. Responsibilities include: sweep clean all stairways and wet mop; clean elevator tracks; vacuum all carpeted corridor areas and spot clean stains in carpet; sweep, damp mop and spray buff all tiled areas, including hardwood floors and marble tile; perform carpet spotting as assigned; remove all scuff marks, fingerprints and chewing gum wherever found; clean door threshold plates; be sure walls/cabinets/office furniture/doors, etc. aren't splashed w/floor maintenance products; clean all floor care equipment after each use and store equipment properly; Floor Care Tech will be required to perform any and all types of janitorial maintenance services; be sure that all edges and corners of floor serviced are clean; follow safety regulations strictly, including (but not limited to) OSHA regulations; ensure floor care is administered following manufacturer's recommendations; must possess ability and skill level required to operate all motorized floor care equipment.

1.8 Key Personnel

Lazaro Santa Cruz, LEED GA, SMT, SMA Contract Position: **Supervisor/Onsite Lead/Project Manager**
Related Project Experience • District of Columbia Public Schools (2021 - Present) • Cushman & Wakefield (2017 – Present)
Qualifications • Over 27 years of commercial facilities operations and janitorial experience, with over 15 years in a supervisory capacity. • Performs all contract and project oversight. • Acts as company liaison and primary POC for all contract-related matters.

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- Support all team leads and supervisors in the implementation of best practices and training.
- Coordinates with the end users and client representatives to ensure all rules and regulations are compliant.
- Provide on-site project management on all major projects
- Serve as the key point-of-contact between the end-user and the onsite team on all projects

Certifications

- US Green Building Council – LEED General Associate
- BOMI International – SMA and SMT (Systems Maintenance Administrator)

Representative Experience

TPM Group, LLC 2021 - Present

Project Manager

- Oversees government contracts in areas of janitorial, logistics, and facilities support services.
- Responsible for the overall management of the projects, tasks, QCP reporting, and employees.
- Responsible for customers for the coordination and execution of assigned performance tasks.
- Provides full-service management duties and oversees assigned employees.
- Performs and coordinates daily and long-range task requirements with clients. Ensures that contract requirements and deliverables in the quality assurance plan are addressed and reported.

Cushman & Wakefield 2017 - Present

Chief Operations Engineer

- Supervise maintenance team, enhancing personnel development and training programs.
- Manage facilities projects and janitorial operations.
- Conduct regular and emergency repairs and cleaning on building mechanical systems and facilities.
- Oversee all building systems, including fire/life safety, plumbing, HVAC, and electrical systems.

Collier Systems 2015 - 2017

Chief Engineer

- Oversaw 1.4 million sq. ft. of mixed-use Class A properties, maximizing operational efficiency.
- Managed staff, coordinated with stakeholders, and ensured smooth build-outs and repairs.
- Conducted daily inspections, scheduled life safety testing, and managed budget effectively.
- Implemented preventive maintenance programs and led major mechanical projects, delivering on schedule and within budget.

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

1.9 Past Performance

1.9.1 Past Performance #1 - Janitorial Services

Past Performance Reference #1

Contract Name:	Janitorial Services
Contract Number:	PO#134623, 79744, 100100, 73856, 1206
Customer Name:	University of Maryland - College Park
Period of Performance:	August 2025 – Present
Place of Performance:	College Park, MD
Total Value of the Contract:	$1,600,000.00
Point of Contact (POC):	***Name:*** Anthony Stewart, Facilities Management ***Phone Number:*** 240-876-7263 ***Email:*** stewarta@umd.edu
Description of the work performed.	
Bolana provides green janitorial and related services for over 20 locations of the University of Maryland's buildings. Services are provided 7 days per week and include Day Porter services and evening cleaning services. General cleaning of public and common areas, lobbies, offices, classrooms, restrooms, administrative areas, conference rooms, kitchens, laboratories, and exterior areas. Periodic and special project cleaning, including cleaning of mechanical rooms, stripping and refinishing of floors, carpet cleaning, etc. Bolana provides full-time and part-time staff augmentation as requested by the University on a short and long-term basis. Bolana also provides event cleaning, porter services, and post-event cleaning services for the events and activities at Xfinity Center and SECU Stadium. Our team removes trash and recycling and patrols restrooms and corridors during events to ensure that the stadium is looking good for the fans. During the post-cleaning, we thoroughly clean the concourse, concessions, seating areas, and steps between levels, entrances and lobbies, and exterior areas of the stadium, and prepare for the next scheduled event. We provide full-time and part-time staff augmentation as requested by the University on a short and long-term basis.	

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Past Performance Evaluation #1

Bolana Capitol Enterprises, Inc.

Page 1 of 2

PAST PERFORMANCE EVALUATION FORM
(Check appropriate box)

Performance Elements	Excellent	Good	Acceptable	Poor	Unacceptable
Quality of Services/ Work	✓				
Timeliness of Performance	✓				
Cost Control	✓				
Business Relations	✓				
Customer Satisfaction	✓				

1. Name & Title of Evaluator: Anthony Stewart, Facilities Management
2. Signature of Evaluator: Anthony Stewart
3. Name of Organization: University of Maryland - Multiple Buildings, Xfinity Center & SECU Stadium
4. Telephone Number of Evaluator: 240-876-7263 stewarta@umd.edu
5. State type of service received: Janitorial and related services.
6. State Contract Number, Amount and period of Performance PO#134623, 79744, 100100, 73856, 1206

   Period of Performance: 2015 through Present
7. Remarks on Excellent Performance: Provide data supporting this observation. Continue on separate sheet if needed)
8. Remarks on unacceptable performance: Provide data supporting this observation. (Continue on separate sheet if needed)

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

1.9.2 Past Performance #2 - Janitorial/Deep Cleaning Services – DC Public Schools

Past Performance Reference #2

Contract Name:	Janitorial/Deep Cleaning Services – DC Public Schools
Contract Number:	GAGA—Q-0188 (Most recent) (2021 – 2024)
Customer Name:	District of Columbia Public Schools
Period of Performance:	12/2021 through 01/2024
Place of Performance:	Washington, DC (DC Public School system-wide)
Total Value of the Contract:	$1,049,269.00
Point of Contact (POC):	***Name:*** Roger Asterilla ***Phone Number:*** (202) 478-1401 ***Email:*** roger.asterilla@k12.dc.gov
Description of the work performed.	
TPM Group was engaged to deliver full-scale janitorial augmentation services across the District of Columbia Public Schools (DCPS) system, providing end-to-end operational support designed to maintain a clean, safe, and healthy environment for students, staff, and visitors. Our scope of work encompassed the provision of all necessary labor, supervision, management oversight, and administrative coordination required to execute these services efficiently and at scale. TPM's responsibilities included deploying trained janitorial personnel across multiple DCPS schools and facilities, where we provided both daily support and supplemental labor as needed. This included janitorial deep cleaning services tailored to high-traffic and high-touch areas such as classrooms, cafeterias, gymnasiums, restrooms, and administrative offices. The services were delivered in alignment with DCPS cleanliness protocols, public health guidelines, and safety standards to reduce the spread of contaminants and maintain consistent hygiene levels throughout the school system. In addition to core cleaning services, TPM managed all logistical and administrative functions associated with scheduling, task assignment, quality control, and site supervision. Our supervisory teams conducted regular walkthroughs and ensured that services were delivered in accordance with established performance expectations. TPM's management staff coordinated closely with DCPS leadership to adjust staffing levels, respond to emergency requests, and meet peak-period demands during school openings, special events, or seasonal sanitation initiatives.	

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

Past Performance Evaluation #2

Page 1 of 2

PAST PERFORMANCE EVALUATION FORM
(Check appropriate box)

Performance Elements	Excellent	Good	Acceptable	Poor	Unacceptable
Quality of Services/ Work	X				
Timeliness of Performance	X				
Cost Control	X				
Business Relations	X				
Customer Satisfaction	X				

1. Name & Title of Evaluator: Roger Asterilla; Director, Warehouse & Logistical Operations
2. Signature of Evaluator: [signature]
3. Name of Organization: TPM Group
4. Telephone Number of Evaluator: 202- 478-1401
5. State type of service received: Janitorial/ Deep Cleaning Services for DCPS school wide schools
6. State Contract Number, Amount and period of Performance 1.P.O. 658641,12/2021-06/2022, $269,000.00
   2.8/2022-8/2023,$497,000.00GAGA-2022-E-0319 3.08/2023-01/2024,$263,000.00, GAGA-2023
   4. 04/2024-12/2024, $289,000.00, GAGA-2024-Q-0188
7. Remarks on Excellent Performance: Provide data supporting this observation. Continue on separate sheet if needed)
8. Remarks on unacceptable performance: Provide data supporting this observation. (Continue on separate sheet if needed)

1.10 Annual Line-Item Budget

The Annual Line-Item Budget has been addressed in Part II – Price Proposal, under heading 1.2.1

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2 REQUIREMENTS FOR CLIN 0002

1. Understanding of Industry Standards and LEED Requirements

TPM Group recognizes that the University of the District of Columbia's New Student Center is designed to serve as a central hub for student engagement and services and also to embody the University's commitment to sustainability and environmental stewardship. Our approach to janitorial service delivery under CLIN 0002 is rooted in adherence to the U.S. Green Building Council's LEED AP+M (Operations and Maintenance) standards, particularly those related to Indoor Environmental Quality (IEQ), green cleaning products and equipment, and waste management protocols.

Our cleaning methodology is designed to meet and support Leadership in Energy and Environmental Design (LEED) Platinum certification goals, which represent the highest level of achievement under the LEED rating system. We understand that every product, process, and procedural choice must align with the LEED scorecard and demonstrate measurable contributions toward points in categories such as:

- Green Cleaning Policy
- Purchasing of Sustainable Cleaning Products and Materials
- Equipment Maintenance and Sustainability
- Indoor Chemical and Pollutant Source Control

2. Approach to Green Janitorial Service Delivery

TPM Group's services in the New Student Center will be phased in as the building becomes fully occupied. Our scalable approach ensures that cleaning levels are commensurate with actual usage, while maintaining uninterrupted compliance with LEED expectations. Key components of our service model include:

- Certified Green Products: All cleaning chemicals will meet or exceed Green Seal (GS-37/GS-40), EcoLogo, or EPA Safer Choice certifications. Products will be stored and diluted using controlled systems to reduce chemical exposure and waste.
- High-Efficiency Equipment: We will use CRI Green Label vacuum cleaners (HEPA-rated), low-decibel auto scrubbers, microfiber mops and cloths, and water-saving technologies to reduce environmental impact and maximize indoor air quality.
- Ventilation and Dust Control: All HVAC vents, registers, and surfaces prone to dust accumulation will be maintained according to LEED IEQ protocols, supporting air quality and minimizing pollutant load.
- Waste Stream Management: Waste, recycling, and compost collection points will be serviced in line with the building's material stream strategy. Color-coded liners and signage support occupant compliance and LEED MRc6 (Solid Waste Management).
- Sustainable Practices Training: All staff assigned to CLIN 0002 will receive specialized training in green cleaning protocols, LEED credit compliance, chemical-free floor maintenance, PPE usage, and environmental stewardship.

3. Capability and Commitment to Maintain Platinum-Level Cleanliness

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TPM Group's commitment to maintaining the New Student Center at Platinum LEED quality includes:

- A dedicated supervisory team trained in LEED for Existing Buildings: Operations & Maintenance (EBOM) requirements.
- Use of daily digital quality inspection tools focused on green cleaning metrics and reported through a centralized dashboard accessible to UDC personnel.
- A performance tracking system that ties janitorial tasks directly to LEED compliance categories and service frequency.
- Full compliance documentation, including MSDS sheets, vendor certifications, product usage logs, equipment maintenance records, and green cleaning policy adherence, all of which are required to support third-party LEED audits.

4. Understanding of Building and Operational Needs

The New Student Center includes a variety of high-traffic, mixed-use interior spaces, student lounges, dining areas, conference rooms, offices, restrooms, and fitness facilities, along with exterior hardscapes and transit-accessible entrances. Each of these spaces requires tailored cleaning frequencies and methods that balance heavy use with sustainability:

- Restrooms and dining areas will receive multiple daily cleanings with low-VOC, non-toxic products and real-time monitoring.
- Glass and metal surfaces in public zones will be maintained with microfiber cloths and biodegradable cleaners to preserve aesthetics without residue.
- Exterior surfaces, including entranceways and plazas, will be pressure-cleaned using water-conserving systems during off-peak hours to minimize disruption and runoff.

Through our expertise in sustainable cleaning, LEED-aligned operational protocols, and responsive facility management, TPM Group is uniquely positioned to help the University of the District of Columbia maintain the New Student Center at a Platinum LEED cleanliness level. Our proposed solution reflects not only our technical capabilities but also our alignment with UDC's environmental mission and student-centered vision.

2.1 Assessment of the Janitorial Needs

Table 10 below illustrates the assessment of CLIN 002.

Table 10- Assessment of Janitorial Needs CLIN 0002

Building Name	*Staffing Qty and Job Titles*	*Ongoing Services Description & Frequency, Method, and Tools & Equipment*
UDC Student Center Building 56 (Total Interior & Exterior Space) 4200 Connecticut Avenue, NW, Washington, DC 20008	1 Lead General Cleaner 1 General Cleaner 1 Restroom Cleaners 2 Floorpersons	**General Cleaning** General Cleaning daily services, including dusting, emptying trash/recycling, glass surface cleaning, elevator cleaning, whiteboard/chalkboard washing,

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		entrance cleaning, drinking fountain cleaning, vacuuming, mopping, and lounge/food areas, will be performed per the Scope of Work. Our team will be properly trained to follow the description of the services as per the Scope of Work. Cleaning tools used include but are not limited to: cleaning cloths, trigger sprayers, dust mops, wet mops, buckets with wringers or pump up sprayer with one bucket, stainless steel cleaner and polish, wet floor signs, vacuum cleaners, liners. **Restroom Cleaning** Restroom daily cleaning services including supply replenishment; clean and disinfect counters, basins, toilets, partitions, urinals, light switches, mirrors, doorknobs, floors; empty and sanitize waste cans and receptacles will be performed per the Scope of Work. Our team will be properly trained to follow the description of services as per the Scope of Work. Cleaning tools used include but are not limited to: cleaning cloths, trigger spray bottles, wet mop and handles, buckets with wringers or 1 bucket and pump up sprayer, broom and dust pan, liners for waste receptacles, bowl swab, clean bucket for rinse water, wet floor signs, gloves, goggles. **Floor Care** We have a team of floor care technicians trained in the various floor care services required by this contract. Carpeted floors,

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		concrete floors, VCT tile floors, and wood floors will all be cleaned per the Scope of Work and in compliance with the manufacturer's recommendations. Cleaning tools used include, but are not limited to: Mop heads with handles, buckets with wringers, brooms and dust pans, floor machines, stripping pads, wet/dry vacuums, floor squeegees, stand up scrubber, wet floors signs, gloves, goggles, protective footwear, high speed floor machines, white pads, trigger spray bottles, dust mops, walk off mats, exterior broom, vacuum cleaners, extraction machines, carpet spotter, vacuum bags, hand scrub brush and bucket, protective pads for furniture legs, putty knife.

2.2 Corrective Action Chart

Please see the response for CLIN 0001 in section 1, heading 1.2

2.3 Ongoing Services Chart

The ongoing janitorial services plan for UDC is designed to align with the functional demands, square footage, and occupancy patterns of each building identified in Section C. This plan outlines the daily and periodic services necessary to maintain a clean, safe, and environmentally responsible campus environment. It specifies the type of services to be performed, service frequency, cleaning methods and tools to be used, and the quantity and job titles of staff assigned to each facility. TPM Group has tailored this plan based on industry best practices, green-cleaning standards, and the University's performance expectations. By matching service levels with building use and traffic, we ensure optimal resource allocation, cleanliness, and compliance with quality assurance metrics.

Table 11 - Ongoing Services Chart

Building Name	*Staffing Qty and Job Titles*
UDC Student Center Building 56 (Total Interior & Exterior Space) 4200 Connecticut Avenue, NW, Washington, DC 20008	2 General Cleaner 1 Restroom Cleaners 1 Floor person

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Ongoing Performance Services Chart

This chart shall apply to all services performed under this contract. The frequencies of performance specified herein shall be considered minimum standards of performance required to perform acceptable levels of service as per the Statement of Work.

		Daily	Weekly	Monthly	Quarterly	Annually
	General Cleaning, Classrooms, Admin Offices, Etc.					
a.	Wastepaper: Wastebaskets shall be emptied daily. Trash generated by normal, daily office routine shall be emptied into trash containers and new bags shall be put in wastebaskets as needed.	**X**				
b.	Dusting: All unobstructed furniture, file cabinets, and horizontal surfaces that can be reached while standing on the floor will be dusted with a chemically treated cloth. Thorough dusting of unobstructed surfaces will be accomplished weekly.		**X**			
c.	Water Coolers: All water coolers shall be cleaned.	**X**				
d.	Spot Cleaning: Walls, doors, and painted surfaces shall be kept free from handprints and smudges, which can be removed with a cloth and neutral cleaner.		**X**			
e.	High Dusting: Pipes, ledges, moldings, etc., shall be dusted. Some very high surfaces may be out of reach of conventional services above 8 feet.				**X**	
f.	Vacuuming: All public areas will be vacuumed daily; private offices shall be vacuumed daily. All hard-to-get spots, edges, and corners shall be cleaned with the necessary tools a minimum of once a week.	**X**	**X**			
g.	General Cleaning daily services, including dusting, emptying trash/recycling, glass surface cleaning, elevator cleaning, whiteboard & chalkboard washing, entrance cleaning, drinking fountain cleaning, vacuuming, mopping, and lounge/food areas, will be performed per the Scope of Work. Our team will be properly trained to follow the description of the services as per the Scope of Work. Cleaning tools used include, but are not limited to: cleaning cloths, trigger sprayers, dust mops, wet mops, buckets with wringers or pump up sprayer with one bucket, stainless steel cleaner and polish, wet floor signs, vacuum cleaners, liners.					
	Restrooms					
a.	All doors, kickplates, door frames, walls, light switches, glass thresholds, and partitions shall be damp wiped with mild, non-abrasive detergent.	**X**				

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		Daily	Weekly	Monthly	Quarterly	Annually
b.	Towels and toilet tissue dispensers, flushometers, shelves, piping, tampon machines, toilet hinges, and other metal surfaces shall be cleaned to remove all soil as necessary.	**X**				
c.	Glass mirrors and vanity tops will be cleaned, removing all fingerprints, streaks, smudges, and splash marks.	**X**				
d.	All waste containers will be emptied and damp-wiped using proper odorless disinfectant and germicide cleaner. Each container shall be relined with a proper liner.	**X**				
e.	Toilets and urinals shall be cleaned with a proper combination of non-abrasive lavatory cleaner and disinfectant, removing all streaks, stains, and deposits. All chrome work shall be cleaned. Both sides of the toilet seats shall be washed and disinfected.	**X**				
f.	All toilet tissue, towels, hand soap, and toilet seat cover dispensers shall be refilled.	**X**				
g.	Restroom Floors: All litter shall be removed. Floors will be wet mopped with proper cleaner and disinfectant. Shall include underneath sinks, toilets, and urinals.	**X**				
h.	Partitions shall be washed to remove streaks, stains, and smudges with proper non-abrasive lavatory cleaner. Graffiti shall be removed where possible.		**X**			
i.	All baseboards shall be damp-wiped.			**X**		
j.	Ventilating diffusers and light lenses within reach shall be dusted.				**X**	
k.	Restroom daily cleaning services, including supply replenishment; clean and disinfect counters, basins, toilets, partitions, urinals, light switches, mirrors, doorknobs, floors; empty and sanitize waste cans and receptacles, will be performed per the Scope of Work. Our team will be properly trained to follow the description of services as per the Scope of Work. Cleaning tools used include but are not limited to: cleaning cloths, trigger spray bottles, wet mop and handles, buckets with wringers or 1 bucket and pump up sprayer, broom and dust pan, liners for waste receptacles, bowl swab, clean bucket for rinse water, wet floor signs, gloves, and goggles.					
	Floor Maintenance					
a.	Dust Mopping Floors: Non-carpet floors shall be dust mopped with a treated yarn dust mop daily, with special	**X**				

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		Daily	Weekly	Monthly	Quarterly	Annually
	attention being given to areas under desks and furniture to prevent the accumulation of dust and dirt.					
b.	Wet Mopping: All hard surface floors shall be damp mopped when dirt cannot be swept or dusted, and spots shall be removed daily. Thorough wet mopping will be performed 2 times per week.		**X**			
c.	Floor Refinishing and Buffing: All building standard resilient floors shall be refinished with Underwriters Laboratory-approved floor finish materials. The frequency of the refinishing shall be determined by the amount of wear caused by weather, traffic and other conditions. The floors and traffic areas shall be treated so as to maintain a uniform appearance throughout the buildings.					**X**
d.	Stripping, Machine Scrubbing and Refinishing: This operation shall be accomplished depending on the need to remove dirt-embedded finishes, stains, spillage, and buildup.					**X**
e.	We have a team of floor care technicians trained in the various floor care services required by this contract. Carpeted floors, concrete floors, VCT tile floors, and wood floors will all be cleaned per the Scope of Work and in compliance with the manufacturer's recommendations. Cleaning tools used include, but are not limited to: Mop heads with handles, buckets with wringers, brooms and dust pans, floor machines, stripping pads, wet/dry vacuums, floor squeegees, stand up scrubber, wet floors signs, gloves, goggles, protective footwear, high speed floor machines, white pads, trigger spray bottles, dust mops, walk off mats, exterior broom, vacuum cleaners, extraction machines, carpet spotter, vacuum bags, hand scrub brush and bucket, protective pads for furniture legs, putty knife.					
	Stairways and Elevators					
a.	Stairways and Landings: All stairwells and landings shall be swept or dust-mopped daily and/or vacuumed.	**X**				
b.	Railings, ledges, and equipment shall be damp-wiped.		**X**			
c.	Stairways will be fully damp-mopped.			**X**		
d.	Elevators: The interior surfaces, door exteriors, and fixtures for the elevators and the elevator lobby doors shall be dusted and damp-wiped.	**X**				
e.	All carpets will be vacuumed nightly and spot cleaned as needed.	**X**				

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		Daily	Weekly	Monthly	Quarterly	Annually
f.	All hard surface floors will be dust-mopped and damp-mopped daily.	X				
	Lounge/Kitchen Cleaning					
a.	Sweep and mop the floor, move work stations and chairs to mop underneath.	X				
b.	Disinfect and clean all door handles.	X				
c.	Disinfect and clean sinks.	X				
d.	Empty trash bins and replace liners.	X				
	Janitorial Closets					
a.	Leave area clean and organized.	X				
b.	Sweep and mop floors.			X		
c.	Clean janitor sinks.		X			
d.	Keep equipment clean and operable.	X				

2.4 Chart of Measurable Performance Standards

Please see the response for CLIN 0001 in section 1, heading 1.4

2.5 Deduction of Payment Schedule

Please see the response for CLIN 0001 in section 1, heading 1.5

2.6 Response Time to Correction of Reports

Please see the response for CLIN 0001 in section 1, heading 1.6

2.7 Management Approach

Please see the response for CLIN 0001 in section 1, heading 1.7

2.7.1 Quality Control Plan

Please see the response for CLIN 0001 in section 1, heading 1.7.1

2.7.2 Number of employees, job description, and hourly rates

Please see the response for CLIN 0001 in section 1, heading 1.7.2

2.8 Key personnel

Please see the response for CLIN 0001, section 1, heading 1.8

2.9 Past Performance

Please see the response for CLIN 0001 in section 1, heading 1.9

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

2.10 Annual Line-Item Budget

The Annual Line-Item Budget has been addressed in Part II – Price Proposal, under heading 1.2.1

3 Subcontracting Plan

TEAM TPM

TPM Group is a Certified Business Enterprise (CBE) in the District of Columbia. Notwithstanding our expertise and experience as a trusted UDC vendor, we will engage the industry experience of Bolana Enterprises, Inc. ("Bolana") as a subcontractor to augment our service offerings to UDC.

Bolana Capitol Enterprises, Inc.

Bolana is a District of Columbia CBE/SBE and a full-service janitorial services company. Bolana offers a science-based approach to cleaning to protect health and the environment. Bolana is **Green Seal GS-42 Certified** and committed to providing excellent cleaning services while making a conscious effort to lessen our impact on the environment. Serving commercial, government, and **higher education** clients in the Washington, DC region, Bolana's approach and experience in providing clean and healthy environments for its clients will further bolster TPM's experience as a trusted long-term UDC vendor and industry leader in providing a wide range of building-related services.

TPM will integrate, manage, and control all janitorial activities, serving as an effective single point of contact for contract issues and responding in real time to evolving requirements. Our Project Manager will have overall program responsibility and accountability for team performance. Our messaging, collaboration, and legacy project managers will oversee contract performance. Personnel from each company will work together as a single team under the Project Manager toward common performance goals. Our integrated approach will ensure that we manage team members efficiently, with TPM as the UDC's single point of contact.

Bolana brings its Green Seal certification and Green cleaning expertise to our team, in addition to its vast experience in providing superior janitorial services to institutions of higher education, including but not limited to the University of Maryland and the US Naval Academy. If awarded, we anticipate incorporating Bolana's resources under the direction and leadership of TPM's Project Manager as follows:

Assigned areas:

- UDC Airport Hangar No. 2
- UDC Community College Lamond Riggs
- UDC Workforce Development Bldg. 72
- UDC Student Center

Assigned personnel:

- Area Manager
- Lead General Cleaners

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- General Cleaners
- Lead Floorpersons
  - Floorpersons
- Restroom Cleaners

GREEN SEAL CERTIFIED

Green Seal,™ Inc. Proudly Presents Certification to

Bolana Capitol Enterprises

Green Seal, Inc. certifies that the following program complies with the Green Seal Standard for Commercial and Institutional Cleaning Services (GS-42) and is licensed to use the Green Seal Certification Mark:

Commercial Cleaning Service

Certified this 14th day of December, 2017.

Mary Swanson, Interim President

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

6/10/2024

Valarie Dock
Bolana Capitol Enterprises, Inc.
4922 NANNIE HELEN BURROUGHS AVENUE NE Suite 102
WASHINGTON DC, 20019

RE: LSDZ84272062027

Dear Valarie Dock:

The District of Columbia Department of Small and Local Business Development (DSLBD) on 6/10/2024, approved your application for Self Recert and registered your business in the Certified Business Enterprise (CBE) Program as established by the Small and Certified Business Enterprise Development and Assistance Act of 2005 (D.C. Law 20-0108; 52 DCR 7503), as amended.

Please view your business profile on our Website . In the CBE Certified Contractors page, you will be able to enter the first word of your business name using the "Business Name" field and click "Search" to locate your business. Click on the link for your business name to view your profile. The profile outlines your approved certification categories and NIGP codes.

DSLBD generates paperless approval notices only. This being the case, this is the only approval notice you will receive.

PLEASE BE ADVISED, D.C. LAW 20-0108 MANDATES THE FOLLOWING REQUIREMENTS FOR CERTIFIED BUSINESSES:

- **This certification, pursuant to D.C. Law 20-0234, will expire three (3) years from the date of approval.**
- **Your application for re-certification should be submitted ninety (90) days prior to your expiration date. All certified businesses must comply with all provisions of D.C. Law 20-0108.**
- **Pursuant to D.C. Law 20-0108, DSLBD may revoke or suspend the certificate of registration of a business enterprise that is engaged in fraud or deceit in obtaining registration; furnished substantially inaccurate or incomplete ownership or financial information; acted in gross negligence, incompetence, financial irresponsibility or misconduct in the practice or trade or profession.**
- **If there are any changes to your business that may affect your eligibility in the CBE program (e.g. change or address or ownership change), you must notify DSLBD within thirty (30) days of the date of the change.**

Notification of any changes can be sent to cbe.info@dc.gov.

CERTIFICATION NUMBER: LSDZ84272062027
DATE OF APPROVAL: 6/10/2024
DATE OF EXPIRATION: 6/10/2027

If you have any questions, please do not hesitate to contact the certification division on 202-727-3900 or at cbe.info@dc.gov.

Rosemary Suggs-Evans
Acting Director
DC Department of Small and Local Business Development
441 4 th Street, NW, Suite 850N, Washington, DC 20001
Phone: 202-727- 3900
Email: rosemary.suggs-evans@dc.gov, Web: http://dslbd.dc.gov

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3.1 Attachment J.9

SECTION 1.BENEFICIARY AND SOLICITATION/CONTRACT/SPORTS WAGERING APPLICANTINFORMATION

Section 1A. BENEFICIARY INFORMATION

Company: Tyson Projec Management Group, LLC Contact #: 202-775-0096 Email address: tyson@tysonpmgroup.com

Street Address: 1301 K Street, NW, Suite 300 City/ State/ Zip Code: Washington, DC 20005

Company's point of contact for agency contract, private project, or Sports Wagering Licensee:

Point of Contact: Lincoln Tyson Title: Managing Principal

Contact #: 202-775-0096 Email address: tyson@tysonpmgroup.com

Street Address: Same as above

Section 1B. SOLICITATION/CONTRACT/SPORTS WAGERING APPLICANT INFORMATION

Solicitation /Contract/ApplicantNo.: GF-2025-R-0012 Solicitation Due Date: 8/7/25

Agency: University of the District of Columbia

Total Dollar Amount of Contract: $14,717,657.39

Total Value of **ALL** CBE Subcontracts: $5,151,180.08
(*Include all lower tiers*)

Please select all the applicable subcontracting requirements for this solicitation:

- ☑ 35% Subcontracting Requirement
- ☐ 50% Subcontracting Requirement
- ☐ DSLBD approved an adjusted subcontracting requirement:
  - ➢ Adjusted Subcontracting Requirement: ____%

I affirm that the value of all my CBE Subcontracts meets or exceeds the subcontracting requirement required under this solicitation or contract. Further, I understand that DSLBD will only provide credit towards my SBE Subcontracting Requirement for work whereby a CBE provided a commercially useful function with its own organization and resources.

- ☑ I AGREE
- ☐ I DISAGREE

Section 1C. CBE BENEFICIARY (ONLY COMPLETE IF THE BENEFICIARY IS A CERTIFIED BUSINESS ENTERPRISE)

If the Beneficiary is a Certified Business Enterprise, select all that apply and provide the following information:

☐ I am a CBE that **WILL** perform 100% of the contracting effort with my own organization and resources and will not subcontract any portion of the contract. Therefore, I am NOT required to submit an SBE Subcontracting Plan that demonstrates subcontracting.

☐ I am a CBE that **WILL NOT** perform 100% of the contracting effort with my own organization and resources and will subcontract a portion of the contract. Therefore, I understand I am required to submit an SBE Subcontracting Plan (located in Section on 2) that demonstrates that the required subcontracting amount, as indicated above, will go to qualified CBEs.

Please include the percentage of the contract the CBE Prime will perform under the contract or project.

- ➢ The CBE Prime will self-perform 65% of the contract's total dollar volume of the contract or project.

Please provide the current CBE Certification Number of the CBE Prime.

- ➢ CBE Certification No. LSDZ78165092027

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BENEFICIARY ATTESTATION

I declare, certify, verify, attest, and state under penalty of perjury that the information provided above is true and correct to the best of my knowledge and belief. Pursuant to D.C. Official Code § 22-2402, I understand that a person convicted of perjury shall be fined not more than $5,000 or imprisoned for not more than 10 years, or both. I understand that any false or fraudulent statement that I provide or assert may be grounds for revocation of my CBE registration pursuant to D.C. Official Code § 2-218.63. Further, a Prime Contractor, Developer, CBE, Certified Joint Venture, or Sports Wagering Licensee that fails to comply with the requirements of the Small and Certified Business Enterprise Development and Assistance Amendment Act of 2005, as amended, (D.C. Law 20-108) (the "Act"), shall be subject to penalties as outlined in the Act.

PRINT NAME: Lincoln Tyson
JOB TITLE: Managing Principal
SIGNATURE: Lincoln Tyson
DATE: August 7, 2025

Section 2. SBE/CBE SUBCONTRACTORS (FOR EACH TIER):

CBE Subcontractor Company Name	Address	Certification No.	Price to be paid to the CBE Subcontractor	Description of subcontract scope of work to be performed that shall be for a commercially useful function by the CBE
Bolana Capitol Enterprises, Inc.	4299 Nannie Helen Boroughs Ave., NE Washington, DC 20019	LSDZ4272062027	$5,102,830.50	Janitorial area management and services

SBE/CBE Point of Contact:	CBE Subcontractor Self-Performance Indicator:
Name: Valarie Dock Title: CEO Telephone Number: 202-396-1636 Email Address: vdock@bplanacapitol.com	☑ This CBE will perform the ENTIRE subcontract with its own organization and resources. ☐ This CBE will subcontract a portion of the subcontract and will perform ____% of the subcontract's total dollar volume. **NOTE: If the CBE will not self-perform 100% of the subcontract, it must list each lower-tier CBE subcontractor below.**

LOWER TIER CBE Subcontractor Name	Address	Certification No.	Price to be paid to the CBE Subcontractor	Description of subcontract scope of work to be performed that shall be for a commercially useful function by the CBE	Tier (e.g., 1st, 2nd, 3rd, 4th, etc.)
			$		
			$		
			$		
			$		
			$		

SBE SUBCONTRACTNG PLAN | Revised October 2023

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AGENCY CONTRACT AWARD	PRIVATE PROJECT SUBSIDY AWARD
Agency: _____ Prime Contractor: _____ Contract Number: _____ Date SBE Subcontracting Plan Accepted: _____ Date agency contract signed: _____ Anticipated Start Date of Contract: _____ Anticipated End Date of Contract: _____ Total Dollar Amount of Contract: $_____ **Design-Build must include total contract amount for both design and build phase of the project.* 35% of the Total Contract Amount: $_____ 35% of the Applicable Performance Period: $_____ 50% of Total Dollar Amount of Contract: $_____ (pursuant to D.C. Law 24-39) Total Amount of All SBE/CBE Subcontracts: $_____ *(include every tier)* (✓ if applies) ☐ Base Period Contract – Option/Extension Period: _____ ☐ Multi-year Contract First Year (Period) of Contract: _____ Current Year (Period) of Contract: _____ ☐ Design-Build – Date of Guaranteed Contract: _____ ☐ Check if prime contractor is a CBE and will perform the ENTIRE government-assisted project (agency contract) with *its own organization and resources and NOT subcontract any portion of the services or goods.*	Agency Providing Subsidy: _____ District Subsidy: _____ Developer: _____ Amount of District Subsidy: _____ Date District Subsidy Provided/ contract signed: _____ Anticipated Start Date of Project: _____ Anticipated End Date of Project: _____ Project Name: _____ Project Address: _____ Total Development Project Budget: $_____ *(include pre-construction and construction costs)* 35% of the Total Development Project Budget: $_____ 50% of Total Dollar Amount of Contract: $_____ (pursuant to D.C. Law 24-39) Total Amount of All SBE/CBE Subcontracts: $_____ *(include every lower tier)* ☐ Check if developer is a CBE and will perform the ENTIRE government-assisted project (private project) with *its own organization and resources and NOT subcontract any portion of services or goods.*

☐ AGENCY CONTRACTING OFFICER'S AFFIRMATION OR ☐ AGENCY PROJECT MANAGER'S AFFIRMATION
(✓ which applies)

The below Agency Contracting Officer or Agency Project Manager affirms the following (✓ to affirm):
☐ If the Beneficiary is a CBE, DSLBD was contacted to confirm Beneficiary's CBE certification.

☐ The fully executed Contract (Base or Option or Extension or Multi-Year) or subsidy document, between the Beneficiary and Agency, was emailed to DSLBD at Compliance.Enforcement@dc.gov within five (5) days of signing:

☐ FOR AGENCY CONTRACT the SBE Subcontracting Plan, submitted by Beneficiary, was emailed to DSLBD at Compliance.Enforcement@dc.gov within five (5) days of signing the contract between the Beneficiary and Agency.

_____
Name of Agency Contracting Officer or Agency Project Manager

_____
Title of Agency Contracting Officer or Agency Project Manager

_____ | _____
Signature | Date

SBE SUBCONTRACTNG PLAN | Revised October 2023

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VENDOR VERIFICATION FORM ("VVF")

Year: *2025* **Quarter:** *Jan-Mar*

PART I. Agency Contract/ Project Details:

Contract/Project Name: _____

(✓ one)

☐ District Agency Contract: Prime Contractor _____ District Agency _____ & Contract # _____
☐ Private Project: Beneficiary _____

PART II. SBE/ CBE Contractor/ Subcontractor & Lower Tier Subcontractor Details:

Insert Company Name is an (✓ one) ☐ **SBE/CBE** *Subcontractor* ☐ *SBE/CBE Lower Tier Subcontractor* ☐ *SBE/CBE General Contractor* providing the following scope of work/ products **using its own organization and resources (specify)** :_____. The SBE/CBE Company's CBE certification is active and the number is _____.

PART III. SBE/CBE Company's Subcontracts to Lower Tier SBE/CBE or Non-CBE Companies: (✓ one)

☐ a. SBE/CBE Company provided 100% of all services and/or products provided for the *Entire Project/Contract* **using its own organization and resources**, and did not subcontract any portion to a lower tier subcontractor. *(Skip to Part IV.)*

☐ b. SBE/CBE Company provided 100% of all services and/or products provided for the *Entire Subcontract* **using its own organization and resources**, and did not subcontract any portion to a lower tier subcontractor. *(Skip to Part IV.)*

☐ c. SBE/CBE Company **subcontracted a portion of the Contract/Subcontract** to a lower tier subcontractor. (List every CBE and non-CBE lower tier subcontractor.)

Lower Tier Subcontractor Name	Lower Tier Subcontractor is: SBE, CBE or Non-CBE	Total Amount of Lower Tier Subcontract	Amount Paid to Lower Tier Subcontractor This Quarter	Amount Paid to Lower Tier Subcontractor to Date	Detailed Description of lower tier subcontractor's scope of work	CBE Certification Number	Fully Executed Lower Tier Subcontract provided with this VVF*
1.	Select	$	$	$			Select
2.	Select	$	$	$			Select
3.	Select	$	$	$			Select
4.	Select	$	$	$			Select

***THIS VVF WILL NOT BE ACCEPTED, AND NO CREDIT GIVEN, UNTIL THE FULLY EXECUTED CONTRACTS/ SUBCONTRACTS AND VVFs FOR ALL SBEs & CBEs LISTED IN PART III c. ARE PROVIDED!**

SBE/ CBE Subcontracting Credit will only be assessed for the portion of services & goods provided by each SBE/ CBE Company AND each SBE/ CBE Lower Tier Subcontractor *USING ITS OWN ORGANIZATION AND RESOURCES*.

Page 1 of 2
VVF (Revised - January 10, 2025)

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PART IV: Provide DETAILED Description of Scope of Work Provided by SBE/CBE Company:

The total amount of the contract/subcontract = $_____ (*amount should include all change orders*); the total amount subcontracted to SBE & CBE lower tier subcontractors = $_____ (*amount should include all change orders*). SBE/CBE Company was paid total of $_____, during this quarter. The total amount SBE/CBE has been paid to date for portion of contract/subcontract performed with its own organization and resources is $_____. The remaining amount to be paid to the SBE/CBE Company for portion of contract/subcontract performed with its own organization and resources is $_____.

ACKNOWLEDGEMENT

I declare, certify, verify, attest or state under penalty of perjury that the information contained in this Vendor Verification Form, and any supporting documents submitted, are true and correct to the best of my knowledge and belief. I further declare, certify, verify, attest or state under penalty of perjury that I have the authority and specific knowledge of the goods and services provided under each contract/subcontract contained in this Vender Verification Form. I understand that pursuant to D.C. Official Code § 22-2402, any person convicted of perjury shall be fined not more than $5,000 or imprisoned for not more than 10 years, or both. I understand that any false or fraudulent statement contained in this Vender Verification Form may be grounds for revocation of my CBE registration pursuant to D.C. Official Code § 2-218.63. I also understand that failure to complete this Vender Verification Form properly will result in no credit towards the SBE and CBE Subcontracting Requirements. Further, a Prime Contractor, Developer, CBE, or Certified Joint Venture, if subject to, that fails to comply with the requirements of the Small and Certified Business Enterprise Development and Assistance Amendment Act of 2014 (D.C. Law 20-108) (the "Act"), shall be subject to penalties as outlined in the Act.

NOTARIZATION

The undersigned, as a duly authorized representative of_____, CBE/SBE Company, swears or affirms that the statements made herein are true and correct.

Signature: _____ Title:_____

Print Name: _____ Date:_____

District of Columbia (or State/Commonwealth of _____); to wit:

Signed and sworn to or affirmed before me on this day of ,

, by , who is well known to me or has been sufficiently verified as the person who executed the foregoing affidavit and who acknowledged the same to be his/her free act and deed.

Notary signature: _____

(Seal)

My commission expires: _____

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ATTACHMENT 6

DOCUMENTATION OF ADDITIONAL OUTREACH EFFORTS

The following written documentation may be submitted as evidence of certified business enterprise "CBE" outreach and involvement efforts:

(a) A listing of specific work scopes on a trade specific basis identified in which there are subcontracting opportunities for CBEs;

(b) Copies of written solicitations used to solicit CBEs for these subcontracting opportunities;

(c) A description of attempts to personally contact the solicited CBEs including the names, addresses, dates and telephone numbers of the CBEs contacted, a description of the information provided to the CBEs regarding plans, specifications and anticipated schedules for the work to be performed, and the responses of the CBEs to the solicitation;

(d) In the event CBE subcontractors are found to be unavailable, a written request of a Statement of CBE Unavailability from the DSLBD is required;

(e) A description of efforts to seek waiver of bonding requirements for CBEs, if bonding is required;

(f) A copy of the request for reduction in or partial release of retainage for CBE;

(g) A copy of the contract with each CBE subcontractor if a contract is executed between the District and the prime Contractor.

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4 General Requirements

4.1 Contract Administrator (CA)

TPM Group will comply fully with the University of the District of Columbia's personnel onboarding requirements. Within five days of receiving the Notice of Intent to Award, TPM will submit to the Contract Administrator a complete set of required documentation for each prospective employee. This includes the individual's full name, residential address, Social Security number, a copy of valid government-issued identification, and proof of completed or pending background security checks. All information will be transmitted securely and in accordance with data protection protocols.

To align with the University's operational schedule, TPM will implement a two-shift janitorial staffing structure. The first shift will operate from 8:00 a.m. to 5:00 p.m., Monday through Saturday, focusing on daily cleaning and daytime support services. The second shift will run from 2:00 p.m. to 10:00 p.m., Monday through Friday, concentrating on floor care, disinfection, and evening sanitation tasks. Site Supervisors will oversee daily shift coverage and ensure service continuity through designated floaters and on-call relief staff.

Our approach ensures that all personnel are vetted appropriately and that services are delivered reliably across the University's facilities during all operational hours.

4.2 Facilities and Locations

TPM Group understands the comprehensive scope of janitorial services required by UDC across its diverse campuses and facilities. We are fully prepared to deliver high-quality, consistent cleaning services that maintain the University's academic, administrative, and research environments to the highest standards.

Janitorial services will be provided Monday through Friday between 8:00 a.m. and 10:00 p.m., excluding federal holidays. Our trained staff will service all designated areas, including but not limited to: office spaces, classrooms, laboratories, restrooms, hallways, conference and meeting rooms, entrances/exits, waste receptacles, and specialized zones such as gymnasiums, libraries, cafeterias, and mechanical areas.

a. UDC Van Ness Campus – Main Campus

Located across multiple addresses on Connecticut Avenue NW, this campus includes thirteen buildings of varying function and complexity. Our cleaning teams will be assigned by building clusters, with site-specific protocols established for:

- Academic buildings (e.g., Engineering, Math, Health Sciences) requiring routine lab sanitation, classroom upkeep, and specialized equipment area cleaning.
- Administrative and student services facilities (e.g., Buildings #38, #39, #70, #71), where cleaning will emphasize high-touch surfaces, meeting rooms, and office spaces.
- Recreational and public spaces (e.g., Auditorium, Music Department, E.B. Henderson Sports Complex), requiring frequent restroom maintenance, event space readiness, and floor care.

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- Shared-use areas like the Student Center (Building #56), amphitheater, cafeteria, mailroom, swimming pool, and three-deck parking garage, which will receive targeted daily service supported by porter staff for continuous upkeep.

Our cleaning plan will also cover all external features, including walkways, plaza decks, and entrances, to maintain a welcoming and sanitary environment across the main campus.

b. Workforce Development at Old Congress Heights

This three-story facility, located at 3100 Martin Luther King Jr. Ave SE, contains classrooms, labs, and large community-use corridors. TPM will implement a service model tailored to accommodate high foot traffic and community events. Special attention will be given to hallway surfaces and lab cleanliness, along with frequent restroom sanitation.

c. UDC Community College – Lamond Riggs (Bertie Backus Site)

At 5171 South Dakota Avenue NE, this educational facility houses classrooms, faculty offices, computer labs, and conference rooms. Our team will provide detailed care for both carpeted office areas and vinyl-tiled hallways, using appropriate green-certified cleaning equipment and solutions to preserve flooring integrity and minimize environmental impact.

d. Reagan National Airport – Hangar #2

Located within a specialized aviation training environment, this facility presents a mix of workshop concrete floors, carpeted offices, and tiled hallways. TPM will deploy trained personnel familiar with industrial spaces to manage dust, debris, and specialized spill prevention in the workshop area, while maintaining a clean and professional environment in the adjacent educational and office spaces.

e. UDC Firebird Research Farm – Beltsville, MD

This rural facility consists of two trailers containing restrooms and a training room. Our janitorial team will perform weekly and on-call cleanings based on occupancy and usage levels, ensuring sanitary conditions for both educational and research staff.

5 Standard Services

TPM Group acknowledges and accepts the requirement to provide all standard janitorial services as part of the base monthly price for each facility under this contract. In accordance with the solicitation, TPM will furnish all necessary resources, including management oversight, trained personnel, cleaning materials, consumable supplies, and equipment to perform the full range of services outlined in Section C.

5.1 Daily Services to Be Performed in All Buildings Restrooms

TPM Group will deliver comprehensive daily restroom cleaning and sanitation services across all buildings under UDC contract. Our approach is structured to meet high-frequency usage demands while aligning with LEED Platinum green-cleaning standards and indoor environmental quality (IEQ) goals. We recognize restrooms as critical service areas, and thus prioritize them in our janitorial operations to ensure they remain clean, safe, and fully operational throughout the service day.

a. Daily Cleaning and Disinfection Procedures

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TPM will conduct thorough daily cleaning using Green Seal-certified disinfectants and microfiber tools designed to minimize chemical impact and optimize soil removal. Cleaning tasks will include:

- Cleaning and disinfecting of all restroom surfaces including floors, countertops, basins, toilet partitions, toilets, urinals, light switches, mirrors, doorknobs, and showers (where applicable).
- Use of EPA-registered disinfectants that comply with LEED Indoor Environmental Quality requirements and are appropriate for restroom sanitation.
- Particular focus on high-touch surfaces to prevent cross-contamination and the spread of bacteria and viruses.

b. Enhanced Cleaning Schedule

Each restroom facility will receive enhanced servicing three (3) times daily, scheduled during peak use periods (e.g., mid-morning, afternoon, and early evening). Tasks include complete inspection, restocking, and touch-up cleaning. All services will be electronically logged and made available to UDC oversight personnel.

c. Sanitization Equipment and Protocols

To support weekly deep sanitization, TPM will utilize the KAIVAC Cleaning System, Model #KV2150, Serial #2150-3249, a high-performance, no-touch cleaning solution that combines pressure washing, vacuum extraction, and chemical application in a single system. This equipment is approved for use in LEED-certified environments and is especially effective for restrooms with heavy daily traffic.

- Weekly deep sanitization will be scheduled for all restrooms using the KAIVAC system.
- To maintain continuity in the event of equipment malfunction or unavailability, TPM will provide alternative, green-certified sanitizing equipment, such as HEPA-filtered foggers or electrostatic sprayers.
- Preventive Maintenance and Detailing
- To prevent the build-up of scale and residue, toilet bowls and urinals will be descaled routinely using non-toxic, environmentally friendly descalers.
- Drains will be inspected to ensure functionality and cleaned if necessary to prevent odor or backflow.
- Mirrors, stainless steel surfaces, and fixtures will be cleaned and polished to a smudge-free finish.

d. Restocking and Inventory Control

TPM will maintain a minimum seven-day back stock of all essential restroom supplies, monitored weekly:

- Hand soap and sanitizer (low-VOC, biodegradable)
- Toilet paper and seat covers
- Paper towels

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- Urinal screens and eco-friendly air fresheners

Supplies will be replenished during each shift's service cycle, ensuring no lapse in product availability.

e. Waste Management

Restroom waste bins, including sanitary disposal containers, will be emptied, disinfected, and relined during each service cycle. TPM adheres to OSHA standards for biohazard handling and maintains clean, odor-free receptacles across all facilities.

f. Operational Readiness Standard

TPM will ensure that all restrooms across all UDC campuses are fully cleaned, restocked, and ready for use by 8:30 a.m. daily. Completion is verified through timestamped digital checklists and documented in our centralized QA dashboard.

5.2 Interior Space, Offices

TPM Group understands the critical importance of maintaining clean, orderly, and presentable interior office environments at the University of the District of Columbia. Our cleaning protocols for interior spaces, particularly faculty offices, administrative areas, and shared work environments, are structured to support daily functionality, health, and aesthetic standards while respecting the operational integrity of each workspace.

All services are executed using Green Seal-certified products, microfiber cloths, and low-noise equipment to support LEED green-cleaning standards and minimize disruption in active office areas.

a. General Surface Cleaning

- All horizontal and vertical surfaces below 8 feet in height will be dusted using treated microfiber cloths, which trap fine particulate matter and reduce allergen circulation.
- Special attention is given to workstation surfaces, counters, and tables, ensuring they remain free from dust, crumbs, dirt, and smudges.
- Surfaces are wiped with neutral pH cleaners that are safe for electronics and do not interfere with sensitive documents or equipment.

b. Glass and Furniture Care

- Glass partitions, interior windows, and desktop glass inlays are cleaned daily to ensure they remain free of fingerprints, smudges, or dust accumulation.
- Office furniture, including chairs, shelves, and cabinets, is dusted and spot-cleaned as needed. All visible surfaces will be kept clean and free from debris, and furniture will be realigned to its original configuration after service completion.

c. Floor and Carpet Maintenance

- Carpeted areas will be vacuumed daily with HEPA-filtered vacuums and spot-cleaned as necessary to eliminate stains and maintain a professional appearance.

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- Hard flooring, particularly those requiring a finish, will be maintained to preserve a high-luster sheen and kept free of scratches, scuff marks, and debris through routine polishing and buffing as required.
- Wood paneling, often found in executive offices or conference rooms, will be cleaned with appropriate non-abrasive agents to remove streaks, fingerprints, and surface dust without compromising the finish.

d. Operational Sensitivity

- TPM staff are trained to avoid disrupting active workspaces. Personal belongings, confidential documents, and desktop arrangements are left untouched.
- Cleaning is scheduled outside of peak office hours whenever feasible to avoid interfering with academic or administrative activity.
- Staff are instructed to remain respectful and professional in office environments and to follow pre-approved entry and exit protocols.

5.3 Classrooms, Lecture Halls, and Meeting Spaces

TPM Group recognizes the University of the District of Columbia's ongoing commitment to maintaining a safe, healthy, and academically conducive environment, especially in high-occupancy, high-turnover learning spaces such as classrooms, lecture halls, and meeting areas. While the Centers for Disease Control and Prevention (CDC) has officially lifted mandatory COVID-19 precautionary measures, TPM maintains a proactive approach by implementing routine deep-cleaning of high-touch surfaces and post-use sanitation protocols, in alignment with both CDC best practices and the University's elevated hygiene expectations.

a. Enhanced Disinfection of High-Touch Surfaces

TPM performs daily and event-based deep cleaning of all high-touch surfaces in instructional spaces, using EPA-registered disinfectants approved for use in LEED-compliant green-cleaning programs. The following touchpoints are sanitized regularly, with frequency increasing in spaces that experience multiple sessions per day:

- Desks and chairs, including armrests and undersides
- Computer mice, keyboards, and monitor tops
- Phones, lockers, cubbies, and podium equipment
- Window sills, door frames, push bars, doorknobs
- Elevator buttons and handrails in adjacent lobbies
- Light switches, thermostats, and control panels
- Restroom fixtures including faucet handles, toilet handles, paper towel dispensers, and stall locks
- Shower and locker room benches, doors, and lockers, where applicable
- Office common areas within academic departments

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TPM staff are equipped with color-coded microfiber cloths and electrostatic sprayers to ensure thorough and safe application of disinfectant products. The KAIVAC Cleaning System, Model #KV2150, Serial #2150-3249, is also deployed for weekly deep sanitization of high-use academic buildings and locker facilities.

b. Classroom and Lecture Hall Cleaning Protocols

In instructional spaces, TPM ensures that all surfaces and furniture are visibly clean, properly aligned, and ready for next-day or next-session use:

- Whiteboards and chalkboards are washed and free of writing residue, while trays are cleaned and wiped dry.
- Chairs and desks are realigned after each service session to their standard configuration. Specifically, all student chairs are positioned facing the instructional board, with one table and one chair placed at the front of the room, facing the class.
- Computer desks and surrounding surfaces are dusted and disinfected daily.
- Hard floors are swept and mopped with green-certified solutions. Visible dirt, dust, and spots are removed promptly.
- Carpeted lecture halls, if applicable, are vacuumed using HEPA-filtered machines and spot-treated for stains on a rolling basis.

c. Post-Use and Event-Based Cleaning

Classrooms, lecture halls, and meeting spaces that are scheduled for multiple uses per day or for special events will receive enhanced post-use cleaning. This includes the full disinfection of surfaces and restaging of furniture between uses. TPM coordinates closely with UDC's scheduling and facilities management teams to receive event calendars and ensure cleaning staff are deployed immediately after each use.

All cleaning procedures are documented in digital logs accessible to UDC's Contracting Officer's Representative (COR). These logs detail the date, time, staff assigned, services performed, and any deficiencies identified and corrected.

5.4 Entrance, Corridors, and Lobby Areas

TPM Group acknowledges the University of the District of Columbia's expectation for maintaining highly visible, high-traffic areas, such as entrances, corridors, and lobbies, in a consistently clean, safe, and welcoming condition. These spaces represent the University's public image and serve as critical zones for occupant health and safety. Our janitorial strategy for these areas is grounded in enhanced cleaning protocols, real-time visual inspection, and LEED-compliant maintenance methods.

a. Daily Enhanced Cleaning Frequency

All lobby areas, building entrances, and corridors will receive enhanced cleaning at least twice daily, with additional spot cleaning as needed throughout the day. Cleaning schedules are coordinated with building usage patterns to ensure minimal disruption to faculty, staff, students, and visitors while sustaining high levels of cleanliness during the University's operational hours (Monday through Friday, 8:00 a.m. – 10:00 p.m.; Saturday, 8:00 a.m. – 5:00 p.m.).

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b. Lobby Areas and Building Entrances

- Floors and Surfaces: Lobby flooring, including tile, vinyl, or carpeted surfaces, is cleaned multiple times per day to remove dirt, gum, litter, dust, and debris. TPM staff use Green Seal-certified detergents and microfiber mops to ensure floors remain free from residue, scuff marks, or spills.
- Entrance Mats: Floor mats at all entry points are vacuumed and spot-cleaned twice daily or more frequently during inclement weather. Moisture and soil underneath mats are removed, and mats are returned to their designated alignment.
- Exterior Approaches: Immediate exterior areas at building entrances are checked continuously for debris, leaves, trash, and dirt. Any visible accumulation is promptly addressed to maintain a clean threshold in the building.
- Spot Cleaning Protocols: High-traffic points, such as visitor seating, trash receptacles, and display areas, are cleaned on a rolling basis throughout the day. Staff monitor these zones during scheduled rounds to prevent buildup or unsightly conditions.

c. Doors and Windows

- Glass Panels and Frames: The interior sides of all entry doors and windows are cleaned daily. Spot cleaning of the exterior surfaces is performed as needed to maintain a smudge-free, clear appearance. Staff ensure no film, streaks, or watermarks remain after cleaning.
- Door Handles and Touchpoints: High-touch areas, including handles, push bars, and handrails, are disinfected multiple times per shift using green, hospital-grade disinfectants to mitigate the spread of germs and viruses. This is particularly emphasized during flu season or in periods of increased public health concerns.

d. Corridors and Hallways

- Floor Surfaces: All corridor floors are swept and damp-mopped at least once per shift using low-moisture mopping techniques to prevent slips and reduce chemical residue. Special attention is given to corners and high-traffic intersections where dirt tends to accumulate.
- Visual Order and Cleanliness: Corridors must remain free of litter, dirt, boxes, and any non-approved stored furniture or equipment. All spills, sticky residues, and foreign matter are addressed immediately. Chairs and carts are promptly relocated if left unattended in passageways.
- Furniture and Fixtures: Wall-mounted units, public seating, and handrails are dusted and wiped down daily. Decorative features and signage are kept clean, aligned, and free from fingerprints.

By adhering to a twice-daily enhanced cleaning schedule, leveraging eco-friendly cleaning products, and ensuring continuous visual inspection, TPM maintains lobby, corridor, and entrance areas that meet both functional cleanliness standards and the University's expectations for aesthetic appeal and environmental safety. Our approach supports health, safety, and institutional pride across all UDC facilities.

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5.5 Drinking Fountain/ Hydration Stations

TPM Group recognizes the critical importance of maintaining clean and sanitary drinking fountains and hydration stations, which serve as essential amenities for students, staff, and visitors throughout the University of the District of Columbia's campuses. These fixtures must meet high standards of cleanliness and hygiene, particularly due to their frequent public use and direct contact with potable water access points.

To meet these standards, TPM will implement enhanced cleaning procedures twice daily for all drinking fountains and hydration stations across all UDC facilities. These procedures are designed to remove physical debris, eliminate microbial contamination, and restore a polished, visibly clean appearance to all water-dispensing fixtures.

Cleaning Procedures and Protocols

- Twice-Daily Enhanced Cleaning: Each unit is cleaned and sanitized a minimum of two times per day, once during the morning shift and once in the evening shift. Additional cleanings may be scheduled during peak usage periods or in response to specific service requests or weather-related concerns.
- Sanitization: All surfaces, including the spout, water basin, activation buttons, and surrounding areas, are disinfected using EPA-approved, Green Seal-certified sanitizers. Our process ensures the elimination of bacteria, viruses, and biofilm while maintaining compliance with the University's commitment to environmentally responsible cleaning.
- Surface Restoration: Polished metal and stainless steel components are wiped clean and buffed to remove watermarks, streaks, stains, and encrustation. Special attention is given to scale, scum, and rust deposits, which are removed with non-abrasive, LEED-compliant descaling agents.
- Visual Standards: After cleaning, the drinking fountains and hydration stations are inspected to confirm that all visible surfaces are free of smudges, residue, or foreign matter. Units are left dry and streak-free, promoting both visual appeal and hygienic safety.
- Documentation: The site supervisor logs each cleaning task as part of TPM's routine quality assurance process. Inspections are verified during supervisory rounds, and results are uploaded to the centralized quality dashboard accessible to the Contracting Officer's Representative (COR).

By integrating enhanced cleaning frequencies, green-certified sanitization practices, and real-time inspection logs, TPM Group ensures that all hydration stations and drinking fountains across UDC's campuses remain clean, safe, and visually presentable at all times. Our practice supports the University's broader public health objectives while contributing to a positive user experience in high-traffic areas.

5.6 Facility trash and recyclables

TPM Group fully understands the importance of maintaining a clean, odor-free, and environmentally responsible waste disposal system that aligns with the University of the District of Columbia's sustainability goals. Our approach to waste and recycling management is designed

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to support both daily operational cleanliness and the University's broader environmental initiatives, including its recycling and conservation programs.

a. Trash Collection and Disposal Procedures

- Routine Trash Collection: Facility trash will be collected from all designated corridor waste centers multiple times daily, especially in high-traffic zones, to prevent overflow and unsanitary buildup. Our staff will ensure that trash receptacles are emptied, wiped, and relined with fresh liners to eliminate odors and residue from food and beverage waste.
- Office Suites and Large Receptacles: In areas where oversized trash bins are used, particularly in administrative office suites, our janitorial teams will service these containers daily. All waste is handled in compliance with OSHA and EPA guidelines, with staff trained in safe handling and PPE use.
- Dumpster Area Maintenance: All exterior and interior dumpster areas will be kept clean and orderly. Our staff will ensure that loose debris is immediately collected, and wind-scattered trash is prevented through routine policing of the surrounding areas. Large items such as broken furniture and wooden pallets will be disposed of in roll-off dumpsters as specified by UDC.

b. Recycling Program Compliance

TPM supports UDC's participation in a robust recycling initiative and will implement procedures that ensure proper segregation and disposal of recyclable materials.

- Material Segregation: Recycling will be separated into the following streams:
  - Paper Products: White paper, mixed paper, and newspapers
  - Corrugated Boxes: Flattened and placed in appropriate recycling containers
  - Commingled Items: Glass and plastic beverage bottles, aluminum and tin cans
- Dedicated Recycling Containers: Recycling bins will be clearly marked and maintained separately from trash receptacles.
  - Interior Containers: Large white corrugated or plastic boxes (approx. 42" high) will be used for white and mixed paper, while smaller containers (approx. 18" high) will be used for newspapers.
  - Commingled Items: Placed in designated containers not shared with paper recyclables to avoid contamination.
- Labeling and Signage: All transport containers used to move trash and recyclables from interior spaces to designated loading docks or collection points will bear bilingual signage in English and Spanish. These labels will clearly identify the container's contents and purpose (e.g., "Recycling Only").
- University-Designated Dumpsters: The final disposal of all recyclable materials will occur in university-provided recycling dumpsters that are clearly labeled "RECYCLING USE ONLY." TPM staff will ensure that materials are placed in the appropriate bins without cross-contamination.

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TPM Group will uphold UDC's cleanliness standards and actively contribute to the University's sustainability objectives by maintaining a disciplined trash collection routine, enforcing source separation of recyclables, and ensuring orderly waste transfer practices. Our team will continuously monitor and refine trash and recycling protocols to support compliance, operational efficiency, and environmental stewardship.

5.7 Cleaning of Exterior Grounds, Elevators, Floors, and Parking Areas:

TPM Group is committed to delivering high standards of cleanliness and environmental stewardship across both interior and exterior campus environments. Our janitorial service model integrates proactive oversight and customized cleaning protocols to ensure that all exterior grounds, vertical circulation spaces like elevators, and specialty surfaces such as wood and windows remain safe, sanitary, and visually appealing throughout the year.

a. Exterior Grounds, Sidewalks, Steps, and Parking Areas

TPM personnel will conduct daily cleaning and debris removal across all sidewalks, steps, parking areas, parking ramps, and garages located at each facility. Our teams will monitor these spaces during operational hours to promptly address windblown litter, leaves, sand, or incidental debris. A designated groundskeeping crew will use push brooms, backpack blowers, and mechanized sweepers to ensure consistent upkeep and safety on all paved pedestrian pathways and vehicular access points.

b. Elevators

All elevators across UDC buildings will be maintained in a clean and hygienic state. Our janitorial staff will:

- Remove any graffiti, gum, smudges, or foreign substances upon discovery.
- Wipe down elevator panels, call buttons, mirrors, and doors regularly to remove fingerprints and ensure a polished appearance.
- Vacuum and clean door sills and flooring, paying special attention to corners and tracks where debris may accumulate.
- Service all elevator cabs at least twice daily, with additional cleanings during peak academic and event periods.

c. Floors

TPM will perform daily sweeping and mopping of all hard floor surfaces, including classrooms, lobbies, corridors, and common areas. Our teams will ensure that floors are:

- Free from visible dirt, dust, and spills.
- Treated with appropriate floor finishes to maintain safety and aesthetics.
- Immediately spot-cleaned in the event of stains or slip hazards.

Special care will be taken on floors requiring high-gloss finishes, using auto-scrubbers and microfiber systems to maintain shine without buildup or streaking.

d. Wood Surfaces (Including Gym Floors)

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Wooden flooring, particularly in gymnasiums and assembly spaces, will be cleaned using non-abrasive and moisture-controlled methods. Recognizing the susceptibility of wood to water damage, TPM will:

- Avoid excess water during cleaning procedures.
- Use pH-neutral cleaners with lightly dampened microfiber mops.
- Ensure protective finishes are not compromised during service.
- Coordinate with facility management to preserve sealed wood areas, extending their lifespan and appearance.

e. Windows, Glass Doors, and Door Transoms (Interior/Exterior - Up to 8 feet)

Glass surfaces, including windows, entry doors, and interior transoms, will be:

- Wiped daily using ammonia-free, streak-resistant solutions.
- Cleared of fingerprints, taped signage, smudges, and dust.
- Push bars and handicap access buttons will receive enhanced cleaning three times daily to support hygiene and high-touch disinfection protocols.

f. Parking Garages and Receptacle Management

Parking garages and adjacent open-air parking lots will be serviced daily with a focus on:

- Emptying all trash receptacles and replacing liners.
- Sweeping and policing loose litter from all lanes and walkways.
- Ensuring all drainage systems remain unobstructed, especially during inclement weather seasons to prevent pooling or flooding.
- Using mechanized sweepers on scheduled intervals for comprehensive cleaning of garage decks.

g. Plaza Decks, Amphitheater, and Outdoor Fountains

Public gathering areas such as the plaza deck, amphitheater, and fountains will be maintained to high aesthetic and sanitary standards, particularly during periods of increased foot traffic in warmer weather months. TPM will:

- Spot-sweep plaza surfaces daily and remove debris as it accumulates.
- Empty trash bins throughout these areas with increased frequency during events or community programming.
- Screen and clean outdoor fountains, removing floating litter and maintaining the aesthetic quality of the water features.
- Monitor amphitheater seating and stage areas to ensure that trash and windblown debris are promptly removed, preserving a clean and welcoming environment.

Through our comprehensive and responsive approach, we ensure that UDC's exterior and specialized facilities reflect the professionalism, safety, and sustainability that align with the University's standards. Regular inspections, environmentally responsible practices, and dedicated

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staffing make our plan effective and adaptable to the dynamic needs of a higher education environment.

5.8 Corridor Sanitizer Dispensers and Lounges/Food Eating Areas

TPM Group will implement a structured sanitation and hygiene protocol for all corridor sanitizer dispensers and lounges/food consumption areas, ensuring consistent health standards, infection control, and aesthetic upkeep throughout University facilities.

a. Corridor Hand Sanitizer Dispensers

TPM will be responsible for the full maintenance and supply of all corridor-mounted hand sanitizer dispensers. These units are essential for occupant hygiene and infection prevention in high-traffic zones. Our procedure includes:

- Daily servicing and inspection of all dispensers for functionality and inventory levels.
- Refilling dispensers with Purell brand sanitizer, a recognized industry-standard solution with >60% alcohol content for effective hand sanitization.
- Sanitizing dispenser surfaces to remove buildup, smudges, or microbial residue.
- Replacing malfunctioning units immediately to ensure 100% uptime across all designated hallway locations.

All servicing activities will be documented via digital checklist and integrated into the building's custodial logs, available for UDC oversight review.

b. Lounges and Food Eating Areas

TPM understands that lounges and food service areas require elevated hygiene protocols to mitigate contamination risks and maintain compliance with public health guidelines, especially in shared academic environments. Our custodial program includes the following measures:

- Daily Cleaning Tasks:
    - Clean all floor surfaces, countertops, sinks/basins, light switches, and frequently touched surfaces, including doorknobs and panic bars.
    - Trash receptacles will be emptied at least once per day (or more frequently if filled), with replacement liners installed. Lids will remain tightly closed when not in use to prevent pest attraction and odor spread.
    - Microwave interiors and exteriors will be cleaned daily and kept free of grease, spills, or food debris.
- Disinfection Protocols:
    - Following the initial cleaning cycle, disinfectant-grade chemicals (EPA-approved) will be applied to all food-contact and hand-contact surfaces, including countertops, tables, and basins.
    - Tables and chairs, including undersides, will be cleaned and disinfected after each use or meal period to maintain hygiene in communal settings.

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- Floor disinfection will be conducted daily, with additional spot cleaning as needed during peak use periods.

- Post-Use Maintenance:
  - All surfaces where food consumption occurs will be cleaned and disinfected immediately following each use. This includes common tables, preparation counters, and shared appliances.
  - TPM staff will ensure all floor drains are functioning and odor-free. In the event of a blockage or slow drainage, hot water flushes and physical cleaning will be applied to prevent clogs and biological odors.
  - Floors will remain free of food debris, spills, or signs of bio-contamination through periodic sweeping, mopping, and disinfecting cycles.

These services are scheduled and executed by trained janitorial personnel using color-coded microfiber cloths, LEED-compliant green cleaning products, and non-toxic disinfectants safe for food-contact surfaces. All cleaning staff receive task-specific training aligned with UDC's sanitation standards and public health compliance obligations.

6 Weekly Services to Be Performed in All Janitorial Services 22 Buildings

6.1 Dusting

TPM Group recognizes the importance of thorough and consistent dusting practices as a fundamental aspect of a clean and healthy indoor environment. Our dusting protocol is designed to uphold the aesthetic, air quality, and hygiene standards expected within high-traffic academic, administrative, and public-use spaces across all UDC facilities.

Under this service category, our janitorial teams will clean all horizontal and vertical surfaces under seven feet in height with meticulous attention. This includes desks, counters, and tables located in operational areas as well as surfaces situated behind monitors and under workstations. Treated microfiber dust cloths will be used to effectively trap and remove dust without redistributing particles into the air, thereby supporting indoor air quality and minimizing allergen accumulation. Beyond routine surface dusting, our teams will actively monitor for and remove cobwebs from high corners, ceiling lines, baseboards, and floor edges to maintain a visually clean and professional environment. Special attention is paid to window sills and lower ledges, which will be cleaned periodically to prevent dust buildup and streaking. Soft furnishings in reception areas, such as fabric-covered sofas and upholstered chairs, will be vacuumed on a monthly basis using HEPA-filtered vacuums to remove embedded dust and maintain cleanliness in shared waiting and greeting spaces.

Dusting within the main lobbies and other prominent public areas will be executed with increased frequency. These high-visibility zones will be kept entirely free of dust, dirt, and unsightly debris. Our custodial personnel will ensure that surfaces in these areas remain presentable throughout operational hours, with all paper litter, empty bottles, or other materials promptly removed. Wall-mounted and freestanding trash receptacles will also be wiped and maintained in a neat, hygienic condition, with no accumulation of gum, tar, or other foreign residues. In addition to standard

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fixtures, specialized attention will be directed toward less obvious dust-prone objects such as credenzas, file cabinets, computer equipment, light fixtures, bookshelves, storage lockers, window blinds, and interior vents. These components, while often overlooked, are essential to delivering a uniformly clean visual standard across academic and professional environments. Elements like handrails, framed artwork, clocks, fire extinguisher enclosures, and ceiling fans will also be included in scheduled dusting routines.

TPM's integrated dusting approach is supported by trained custodial professionals, detailed task schedules, and building-specific cleaning protocols to ensure all spaces reflect a consistent level of care and attention, contributing to a healthier, greener, and more inviting university environment.

6.2 Carpet Spot Cleaning and Office Vacuuming

TPM Group's carpet maintenance and vacuuming program is designed to ensure that all carpeted areas across UDC facilities maintain a clean, professional, and healthy appearance. Our custodial staff is trained to deliver a high standard of care for both wall-to-wall carpeting and area rugs located in walkways, foyers, and individual offices, with specific attention to spot cleaning, vacuuming techniques, and the preservation of carpet integrity.

All carpeted surfaces are to remain clean and free of visible dirt, dust, debris, and stains. Daily inspections are conducted in high-traffic areas such as main lobbies and public corridors to assess appearance, remove footprints, loose soil, or other marks, and ensure the surfaces remain neat and welcoming. These spaces may require daily vacuuming, and TPM's personnel are prepared to provide such services with flexibility and consistency. Vacuuming will extend to all accessible carpeted areas, including the perimeter and areas around and under furniture. Where necessary, lightweight items such as trash receptacles and chairs will be temporarily moved to allow for a thorough clean. The goal is to eliminate all traces of dust, debris, and buildup in corners, under desks, and around fixtures without disturbing the functional arrangement of the space. Carpet nap will be properly aligned and brushed in a uniform direction upon completion, creating a visually consistent finish.

Spot cleaning is conducted as needed and prioritized when stains, smudges, or crusted material appear on any section of carpeting. TPM's trained technicians use gentle, fabric-safe cleaning agents and soft mechanical agitation to address these blemishes. Great care is taken to avoid over-rubbing, which may cause fuzzing or damage to the carpet pile. Cleaned areas will be blended seamlessly with surrounding carpet to maintain a uniform appearance. If a stain is found to be permanent or beyond the scope of remediation, it will be promptly reported to the Contract Administrator (CA) for further instruction. As part of routine inspections, our staff will also identify and report any damage to carpet such as tears, burns, or unraveling. These issues will be escalated immediately to UDC's designated point of contact to ensure timely maintenance or corrective action. In addition, TPM's team takes care to protect baseboards, walls, and furniture during the vacuuming process. If contact marks or scuffs are accidentally created, our staff will clean the affected areas promptly and professionally.

All vacuum equipment used by TPM will be maintained in top operating condition and fitted with clean, effective dust-filtering bags to prevent the redistribution of particles into the air. By adhering to this detailed and responsive approach, TPM ensures that the University's carpeted environments

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remain visually appealing, hygienically maintained, and supportive of a positive campus experience.

6.3 Elevator Cleaning

TPM Group approaches elevator cleaning with a detailed and safety-conscious protocol to ensure that each unit across the University of the District of Columbia's campuses remains clean, hygienic, and fully operational. In accordance with contract specifications, each elevator will be cleaned weekly, using a systematic process that emphasizes thoroughness, equipment protection, and passenger safety.

Prior to cleaning, the elevator is properly removed from automatic service mode to prevent unintended operation during the cleaning process. TPM's staff is trained never to wedge elevator doors open, thereby protecting the mechanical systems and ensuring compliance with elevator safety protocols. Once the elevator is secured, the cleaning process begins with the removal of all dust and particulate matter from horizontal and vertical surfaces, including control panels, interior walls, and louvers. A treated dust cloth is used to ensure static removal of dust while minimizing redistribution into the cabin air. Carpeted elevator flooring is vacuumed and spot-cleaned to eliminate stains, dust buildup, and debris. For non-carpeted elevator floors, the surface is damp-mopped and spray-buffed to restore shine and cleanliness, followed by precision cleaning of the door tracks and grooves. These tracks are cleaned using a specialized machine designed to remove embedded grit, sand, and fine debris that can impair elevator door performance and compromise safety. Elevator walls receive a comprehensive spot-cleaning treatment to remove fingerprints, smudges, and surface grime. Stainless steel and brass finishes are carefully polished to maintain their aesthetic quality, using non-abrasive, metal-safe products that enhance luster without scratching or dulling. Light fixtures within the cab are damp-wiped to remove dust, ensuring clear illumination and contributing to the overall appearance of cleanliness and order.

6.4 Spray Buff Floors and Floor Care

TPM Group delivers spray buffing and floor care services with precision and consistency to ensure that all hard floor surfaces across UDC maintain a clean, polished, and professional appearance. Our floor care operations focus especially on high-traffic zones such as entrances, lobbies, main corridors, hallways, and vending machine areas, where foot traffic and wear are most pronounced.

Spray buffing is performed as a scheduled maintenance task and begins with a thorough damp mopping of the targeted area to remove surface dirt and debris. Once pre-cleaned, floors are treated using high-performance scrubber/polishing machines that restore the luster and shine of the surface without damaging the underlying finish. Our machines apply a fine mist of approved floor finish restoration solution, which is then evenly distributed and burnished to create a uniform gloss across the entire floor area. The result is a smooth, high-luster surface that enhances the overall presentation of the space while improving slip resistance and longevity. Special care is taken to ensure that the finished floor is free of any visual defects such as streaks, mop strand marks, skipped areas, or product buildup. Attention is given to edges, corners, and baseboards to prevent the accumulation of polish residue or buffing marks. Where needed, hand detailing is used to remove any finish overflow or machine contact marks on adjacent surfaces. To support comprehensive coverage, all areas accessible to floor care equipment are swept, mopped, and buffed. Chairs, trash receptacles, and other movable objects are temporarily relocated to allow

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cleaning underneath, ensuring no part of the floor is neglected. Once service is completed, all items are returned to their original positions, maintaining the room's setup.

TPM's meticulous spray buffing and floor care practices contribute significantly to the professional appearance and cleanliness of UDC facilities, extending the life of flooring materials while aligning with the University's aesthetic and safety expectations.

6.5 Clean Stairways and Landings

TPM Group approaches stairway and landing cleaning with the same precision and high standards applied throughout our janitorial operations to ensure safety, cleanliness, and aesthetic integrity. Stairway floor surfaces are routinely swept and mopped in accordance with the established floor care schedule, with specific cleaning methods tailored to the type of flooring be it concrete, vinyl, tile, or carpet to prevent surface damage and preserve appearance.

As stairways are high-traffic and critical safety areas, special attention is paid to the complete removal of grime, grease, gum, and scuff marks that typically accumulate from foot traffic. Handrails and stair guards are disinfected and polished to maintain hygiene and a well-maintained appearance, particularly in areas subject to frequent physical contact. These surfaces are treated with appropriate disinfectants and polish agents that comply with EPA and LEED green-cleaning standards. Baseboards and vertical risers are similarly cleaned to eliminate dirt and buildup that may collect in crevices or edges. Walls adjoining stairwells are spot-cleaned and wiped down to remove marks, smudges, and any foreign matter that detracts from the visual cleanliness or could suggest neglect.

TPM ensures that all cleaning agents and tools used in stairwells and landings are chosen for their compatibility with the materials in place and for their effectiveness in removing residue without leaving behind slippery surfaces or chemical odors. By maintaining a consistent and thorough cleaning regimen, TPM guarantees that all stairways and landings across UDC campuses remain safe, visibly clean, and in compliance with both appearance and health standards.

7 Monthly Tasks Performed

7.1 Auditorium Stage/ Gymnasium

a. Auditorium Stage / Gymnasium Floor Maintenance

TPM Group recognizes that the auditorium stage and gymnasium floors are high-visibility, high-use surfaces that require specialized maintenance. These floors will be scrubbed using a non-ammoniated, low-suds cleaning solution specifically selected to preserve the integrity of the finish and prevent surface damage. The use of low-sudsing agents ensures residue-free cleaning, which minimizes slip hazards and enhances floor appearance. Special attention will be given to the grain and construction of wood flooring commonly found in such spaces to ensure the cleaning process supports both longevity and aesthetic quality. Floors will be serviced using professional-grade auto scrubbers equipped with non-abrasive pads, and edge work will be completed manually to ensure no area is missed.

b. Classrooms / Meeting Spaces / Laboratories – Floor Care

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The flooring in classrooms, meeting spaces, and laboratories will be maintained to a high-luster, professional finish through a scheduled program of damp mopping, scrubbing, and buffing. Our janitorial team will use an auto scrubber or low-speed polisher with eco-friendly floor finishes to remove dirt, grime, and scuff marks. Surfaces will be left free from streaks, mop strand residue, and missed patches. Special care is taken to eliminate buildup in corners and crevices, ensuring a uniform appearance throughout. Prior to cleaning, chairs, trash receptacles, and other movable furnishings will be relocated to allow full access to all floor areas. Walls, baseboards, and any adjacent surfaces will be protected from finish splatter or machine markings. Post-cleaning inspections will verify that all surfaces are evenly coated and spot-free, aligning with both aesthetic and hygienic standards.

c. High Dusting / Overhead Cleaning

TPM will perform routine high dusting to eliminate accumulated dirt, cobwebs, and allergens on surfaces located 7 feet and above. This includes overhead piping, exposed ceiling beams, HVAC diffusers, and other vertical structures. Technicians will use extendable poles with treated microfiber cloths or vacuum attachments fitted with HEPA filters to capture fine particulate matter without dispersing it into the air. All overhead surfaces will be carefully wiped or vacuumed to remove dust, lint, and loose soil. Walls will be thoroughly cleaned to eliminate smudges and marks, and ceilings will be checked for signs of neglect such as spider webs or discoloration. Our process adheres to indoor air quality best practices and ensures compliance with both OSHA and LEED cleanliness standards, especially in spaces where sensitive electronic or lab equipment is present.

d. Furniture / Desk Polishing

To maintain a professional and welcoming environment, TPM will regularly polish all wood furnishings—including desks, credenzas, and bookshelves—using environmentally preferred wood protectors and finishers. These products enhance the natural luster of surfaces while providing a protective barrier against dust, fingerprints, and wear. Surfaces will be cleaned prior to polishing to remove dirt and debris, ensuring the polish adheres evenly and without streaks. Where applicable, polishing will be completed in the direction of the grain to maintain wood integrity and appearance. Care will be taken not to disturb personal items or sensitive paperwork during the process.

e. Baseboards / Wall Bases / Radiator Heaters – Detailing

Baseboards, wall bases, and exposed radiator heaters will be regularly wiped down to ensure they remain free from accumulated dust, scuff marks, and stains. Technicians will use microfiber cloths and appropriate non-corrosive cleaning agents to eliminate grime without damaging painted or metal finishes. Particular attention will be given to corners and tight spaces, which often collect hidden dirt. These areas, often overlooked, contribute significantly to the visual cleanliness of a facility, and TPM includes them in its quality inspection checklists. Regular detailing enhances overall building presentation and contributes to a clean, healthy environment.

8 Semi-Annually Task Performed

As part of TPM Group's comprehensive floor care process, semi-annual deep cleaning is conducted for both carpeted and tile surfaces to maintain a pristine and hygienic environment throughout the University facilities. These services are designed not only to uphold aesthetic

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standards but also to extend the usable life of flooring materials and support indoor air quality and occupant health.

For carpeted areas, TPM utilizes industry-certified hot water extraction methods (commonly referred to as steam cleaning) or low-moisture encapsulation techniques, depending on the specific material, traffic level, and environmental sensitivity of the space. Our approach targets embedded soil, allergens, and organic contaminants that daily vacuuming cannot address. Prior to cleaning, carpets are thoroughly vacuumed using HEPA-filtered equipment. Pre-treatment solutions are applied to high-traffic areas and spots to loosen stains, followed by machine extraction and controlled drying processes. Where applicable, post-cleaning carpet grooming is performed to realign the nap and restore a uniform appearance. This service significantly reduces microbial buildup and odors while preserving carpet integrity. For tile and other hard-surface floors, TPM performs deep scrubbing using specialized floor machines equipped with appropriate pads and brushes for the specific floor type, whether vinyl composition tile (VCT), ceramic, porcelain, or other resilient flooring. Cleaning agents are selected based on manufacturer guidelines to avoid surface damage and maintain finish integrity. Grout lines are cleaned with detail brushes or grout-cleaning attachments to remove staining and biological buildup. In areas where flooring is finished with a protective coating, a reapplication of floor finish may be performed after deep cleaning, as required, to restore luster and durability. Non-slip conditions are verified after cleaning to ensure compliance with safety standards.

Each semi-annual task is scheduled during low-occupancy periods to minimize disruption, and all activities are documented with before-and-after photos and inspection reports. This program forms a critical component of TPM's lifecycle floor maintenance strategy, ensuring long-term performance, occupant satisfaction, and alignment with UDC's standards for health and cleanliness.

9 Porter Service

TPM Group will deliver a dedicated Porter Service Program aligned with the University of the District of Columbia's (UDC) operational needs and expectations for professionalism, responsiveness, and safety. A minimum of five (5) trained porters will be deployed during standard business hours, Monday through Friday, from 8:00 a.m. to 5:00 p.m., excluding recognized holidays. TPM will ensure full staffing at all times, providing immediate replacement coverage in the event of porter absences due to leave or other scheduled time off.

All porter activities will be driven by a formal work order system overseen by UDC's Contract Administrator (CA), ensuring that tasks are clearly authorized, prioritized, and properly documented. Porters will not be redirected to basic janitorial duties in the absence of cleaning personnel, preserving their availability for critical support functions as directed. The scope of services provided by TPM's porter team will include, but not be limited to, the relocation and arrangement of classroom, office, and meeting furniture; transport and setup of equipment and appliances; and safe movement of heavy equipment and machinery. Porters will be trained in proper lifting techniques and safety procedures to handle objects weighing up to 50 pounds without injury or incident. As requested, they will support event operations through assembly and disassembly of furnishings and conference-style setups, including arrangement of tables, chairs, podiums, and other functional items.

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In addition to logistical support, porters will provide specialized cleaning services, including the removal of graffiti from both interior and exterior surfaces, pre- and post-event cleaning, and power washing of designated areas such as plaza decks, walkways, loading docks, and parking garages. These power washing tasks will be completed using appropriate equipment and eco-friendly detergents in accordance with UDC environmental and safety policies. Porters will also be available to perform select warehouse support functions, including the palletization of materials, labeling of property, and the loading and unloading of supplies, as well as to assist maintenance personnel on assigned special projects. Their presence will significantly improve the University's agility in handling time-sensitive operational needs.

Daily accountability will be maintained via submission of a porter roster to the CA at the start of each workday, listing each assigned porter and their deployment location(s). This enables transparency and facilitates performance tracking and communication. All porters will be badged with official UDC Campus ID, having first passed mandatory background checks and drug screenings. TPM will ensure that each porter is equipped with the required personal protective equipment (PPE), including but not limited to safety eyewear, gloves, back braces, kneepads, and ear protection. Furthermore, porters will receive ongoing training in customer service protocols specific to the UDC environment, reinforcing a professional, courteous, and student-focused presence on all campuses.

By structuring our porter services within this clear operational and compliance framework, TPM Group will provide responsive, safe, and mission-aligned support that enhances the University's daily functions and special initiatives across all its facilities.

10 Green Clean Program (GCP)

TPM Group and its subcontractor Bolana are committed to delivering high-performance janitorial services that are effective and environmentally responsible. Our Green Cleaning Program (GCP) reflects UDC's commitment to achieving and maintaining Platinum LEED certification by emphasizing sustainable practices that improve indoor air quality, reduce environmental contaminants, and support occupant health and wellness. This program meets all requirements under the US Green Building Council's (USGBC) Innovation in Environmental Quality (IEQ) credit criteria. We are proud to add Bolana's Green Seal expertise in the provision of environmentally responsible cleaning services for UDC.

Our approach follows a Healthy Cleaning for Healthy Buildings model, reducing exposure to hazardous chemicals and enhancing indoor environmental quality. The initiative incorporates low-risk cleaning chemicals, HEPA-filtered equipment, microfiber technologies, and staff engagement in eco-conscious behavior. These practices align with the University's objective to maintain a high-performing, healthy campus while promoting sustainability beyond institutional boundaries.

a. Reducing Chemical Use

Our GCP prioritizes cleaning protocols that limit or eliminate harmful chemical usage. Our floor care program includes the application of durable finishes and scheduled deep scrubbing instead of stripping, especially during low-occupancy periods to minimize disruption and exposure. All microfiber mops and cloths are used chemical-free where possible, minimizing the need for daily application of aggressive agents. We promote an evidence-based practice of using neutral cleaners

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and Green Seal™-certified products to avoid indoor air contamination and protect both surfaces and occupants.

b. Staff Training and Safety Protocols

Every cleaning technician receives comprehensive onboarding and continuous training on green cleaning principles and safe chemical handling. All training is multilingual, accessible, and includes:

- Review of the GCP framework
- Step-by-step product usage instructions
- Emergency spill protocols and MSDS accessibility
- Proper equipment use, PPE requirements, and universal hazard symbols
- On-site supervised application of learned procedures

Our Safety Manual, available on-site, is updated with OSHA Bloodborne Pathogen standards and guides on disinfectant dwell times, safe disposal methods, and required ventilation when using potentially hazardous materials like restroom cleaners.

c. Cleaning Practice Requirements

To support UDC's sustainability goals, our team adopts cleaning practices that:

- Maximize pollutant extraction
- Minimize airborne particles and VOCs
- Ensure minimal use of chemicals and moisture
- Schedule major cleaning during second shift (2:00 p.m. – 10:00 p.m.) to reduce occupant exposure
- Assign dedicated custodians to zones for familiarity and accountability
- Enforce use of Green Seal™-certified products and HEPA-filtered vacuum equipment

These practices increase consistency, improve outcomes, and lower the carbon and chemical footprint of cleaning operations across all UDC campuses.

d. Product Dilution and Use Compliance

Our team strictly adheres to manufacturer-recommended dilution ratios for all concentrated cleaning solutions. The lowest effective concentration is always used to ensure environmental safety and optimal performance. Staff are trained to measure accurately using closed-loop dilution systems, further preventing chemical overuse and reducing environmental discharge into the water system.

e. Reducing Dust and Dirt Intrusion

As a frontline defense against indoor pollutants, our team emphasizes soil control and dust mitigation:

- Entry mats at all doors are vacuumed daily and deep-cleaned weekly
- Carpets are vacuumed with CRI Green Label-certified machines

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- Dusting uses microfiber cloths to trap and remove particulates rather than displace them
- High-speed burnishers with vacuum attachments and skirts are used to prevent airborne dust during floor maintenance
- Vacuum bags are replaced at ¾ capacity, with equipment inspected before each use

These actions prevent dirt migration, reduce allergic reactions, and extend the lifecycle of UDC's flooring systems.

f. Reducing Microbial Growth

To combat microbial contamination, especially in high-touch and high-moisture areas:

- High-performance carpet extractors are used to dry carpets rapidly
- Disinfectants are applied with proper dwell time (3–5 minutes minimum) per label directions
- Microfiber mop heads and cloths are changed and washed daily or as needed
- Mops are air-dried between uses and never stored wet in slop sinks
- Cleaning targets areas of water collection, such as around urinals, under sinks, and in corners prone to condensation

These best practices eliminate microbial reservoirs and are key contributors to improving indoor hygiene and occupant safety.

Healthy Cleaning for Healthy Buildings Certification and Integration

Our subcontractor, Bolana, is a Green Seal GS-42 certified contractor and has designed its program to meet and exceed the LEED green housekeeping IEQ credit. We understand that cleaning impacts more than appearance; it directly affects building asset value and occupant health. Our team's process-driven model goes beyond compliance; it builds a culture of sustainability through daily operations, collaboration, and education.

Through coordination with UDC faculty, students, and staff, we will encourage environmentally responsible behavior and promote awareness of the role each stakeholder plays in keeping the university green, safe, and clean. Team TPM will work hand-in-hand with UDC to conduct regular reviews, gather feedback, and adapt the program to evolving campus needs, emerging green technologies, and updated LEED standards.

Our Green Cleaning Program is more than a service approach; it's an institutional partnership for sustainability. It embodies a modern, science-backed cleaning standard tailored to protect health, preserve resources, and support UDC in achieving and maintaining LEED Platinum certification. We will maintain complete documentation of chemical inventories, training records, and GCP compliance artifacts as required for USGBC LEED submittals, and ensure transparency with UDC's Contract Administrator. This program reflects our deep commitment to "cleaning for health and performance," aligning perfectly with UDC's long-term environmental and operational objectives.

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

11 Administration

11.1 Contractor Quality Control Plan (OCP)

Please see the response in Section 1 CLIN 001, Heading 1.7.1

11.2 Quality Assurance Surveillance Plan (QASP)

TPM Group formally acknowledges receipt and full understanding of the Quality Assurance Surveillance Plan (QASP) outlined above. As the contracted service provider, we affirm our commitment to adhere to the provisions, standards, and expectations detailed in the QASP for the execution of services under the SOW.

Key Acknowledgements and Commitments:

- Contractor Responsibility: TPM Group accepts full responsibility for managing and executing all quality control measures necessary to fulfill contract requirements. We understand that the University's role is one of quality assurance—monitoring and validating our performance to ensure contract compliance.
- Quality Control Plan (QCP): TPM Group will develop and submit a comprehensive Quality Control Plan within thirty (30) days of contract start. This QCP will address all performance elements outlined in the PWS and will include inspection checklists, procedures, and documentation standards. We recognize that the QCP is a foundational component for driving quality outcomes and sustaining performance consistency.
- Performance Inspections and Standards: We acknowledge that the University, through its appointed Contract Administrator (CA), will conduct both random and scheduled inspections using predefined performance criteria and checklists. TPM Group will cooperate fully with these evaluations and will maintain a "Cleaning Level 2 or higher" across all rated categories as defined by the University's standards.
- Daily Service Verification: TPM Group will complete and retain daily checklists documenting the status of all services performed. These records will be kept in accordance with our approved QCP and will serve as verification of service delivery and quality compliance.
- Work Acceptance and Invoicing: We understand that invoices may only be submitted after the University has accepted the work performed. Any service not meeting the required specifications will be reworked promptly at no additional cost. TPM Group will submit itemized invoices monthly in arrears, with all required documentation for verification.

TPM Group is committed to delivering high-quality janitorial services that meet or exceed contract standards and expectations. We view the QASP as an essential instrument for accountability, service transparency, and performance excellence.

11.3 Facilities Operations Contractor Performance Rating System

TPM Group formally acknowledges and fully understands the Facilities Operations Contractor Performance Rating System for UDC, including the defined Appearance Levels for UDC

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educational facilities. We accept and commit to maintaining Level 2 – Ordinary Tidiness as the minimum acceptable standard across all serviced facilities.

We recognize the importance of these levels in guiding quality expectations, ensuring operational consistency, and supporting the University's academic environment with clean, healthy, and professionally maintained spaces. Specifically:

- **Level 2: Ordinary Tidiness** represents a high-quality, sustainable cleaning outcome that reflects a commitment to cleanliness, attention to detail, and routine maintenance. TPM Group will train our custodial staff accordingly and enforce inspection protocols to maintain this standard consistently.
- **Level 1: Orderly Spotlessness** will be our target benchmark in priority and high-visibility areas (e.g., main lobbies, restrooms, and event spaces), especially during special events or inspections, aligning with UDC's expectations for excellence.

TPM Group will proactively prevent decline into Levels 3, 4, or 5 through a vigorous Quality Control Plan (QCP), daily inspections, and corrective action processes. We will continuously monitor and document our service levels using the University's checklist-based inspection approach and submit performance documentation for University review.

Our team is committed to upholding UDC's cleaning performance goals as a matter of operational discipline and professional pride.

11.4 Customer Complaints

TPM Group hereby acknowledges and accepts the University of the District of Columbia's policy regarding Customer Complaints as outlined.

We fully understand that:

- All complaints submitted by University stakeholders will be documented and validated by the Contract Administrator (CA), with reference to the SOW.
- TPM Group will be provided the opportunity to formally respond to each complaint through the Contracting Officer (CO) and/or CA.
- Any validated complaint will be addressed immediately, and corrective actions will be performed without delay where required.
- The Contractor will have a maximum of three (3) business days to resolve validated complaints, subject to CA approval, before the issue is considered a default and referred for compliance review by the Contracting Officer.
- All validated complaints will be included in the Contractor's Quality Control Plan (QCP) records for continuous improvement and compliance tracking.

TPM Group is committed to upholding the highest standards of service and accountability. We view customer complaints as critical feedback and will incorporate them into our ongoing quality improvement process to ensure prompt resolution, full compliance, and client satisfaction.

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11.5 Key Personnel

TPM Group formally acknowledges UDC's requirements and expectations for Key Personnel, as outlined.

We understand that the Supervisor/Onsite Lead is designated as key personnel and accept the responsibility to provide a qualified individual in this role. TPM Group will also designate, in writing, an alternate who will act on behalf of the Supervisor/Onsite Lead in their absence. Both individuals will be submitted to the Contracting Officer and the Contract Administrator (CA) for written approval prior to assignment.

We recognize the following responsibilities and requirements for the Supervisor/Onsite Lead:

- Full authority to act on behalf of TPM Group in all matters related to daily contract operations.
- On-site availability is required across both 1st and 2nd shifts, Monday through Friday, from 8:00 a.m. to 10:00 p.m., excluding federal holidays or university closures.
- Must be reachable by phone during non-business hours, weekends, and holidays for emergency situations.
- LEED certification is a mandatory qualification for the Supervisor/Onsite Lead.

Duties of the Supervisor/Onsite Lead will include full project management oversight, quality control program reporting, coordination of daily and long-term tasks, acting as liaison between TPM Group and the CA, overseeing all contract deliverables, handling complaint resolution, personnel assignment, scheduling, and ensuring performance compliance with contract terms.

TPM Group agrees that all key personnel are subject to University screening and approval before the contract start date. We will promptly notify and request approval for any changes in key personnel post-award. In the event of a vacancy, TPM Group commits to replacing the key personnel within 15 calendar days and ensuring all alternates fully meet the required qualifications.

We are committed to staffing the project with capable, certified, and responsive leadership to uphold contract integrity and exceed University expectations.

11.6 Reimbursables

TPM Group understands and accepts the Reimbursables requirements as outlined by the University of the District of Columbia. We understand that additional porter and janitorial services beyond the base scope including evenings, weekends, or periods of increased facility usage, shall be provided upon formal request. These services may involve, but are not limited to:

- Support for special events and functions
- Extended hours of facility operations
- Higher-than-normal occupancy demands

TPM Group further acknowledges that:

- Porter services exceeding the five (5) porters defined in the base contract are considered supplemental and will be billed as cost-reimbursable services.

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- Janitorial services related to special events, such as pre-event setup, service during the event, and post-event cleaning, shall also be provided on a reimbursable basis, contingent on prior written authorization from the Contract Administrator (CA).

We are fully prepared to support the University's evolving operational needs. We will coordinate closely with the CA to ensure all supplemental services are pre-approved, clearly documented, and invoiced in accordance with contractual terms.

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12 Acknowledgment Of Amendments

TPM Group acknowledges amendments 001 and 002 and has attached signed copies of them below.

Janitorial Services GF-2025-R-0020

UNIVERSITY OF THE DISTRICT OF COLUMBIA 1851	1. Solicitation No. GF-2025-R-0020	2. Type [] Sealed Bid [x] Sealed Proposal	3. Date Issued 7/14/2025	Page 1 of 83 (not including cover page)
4. Contract Number	5. Requisition/Purchase Request No.		6. [] Open Market with set aside for SBE subcontracting (see Section M.1.6) [x] CBE Set-Aside (See B.2 & Sec. M) Mandatory 35% SBE subcontracting with Section M.5.2	

7. Issued By:	8. Address Bid To:
University of the District of Columbia Office of Contracting and Procurement 4200 Connecticut Avenue NW Bldg. 39 Suite 200C Washington, DC 20008	Mary Ann Harris, Chief Contracting Officer c/o Michiko Gadson, Senior Contract Specialist University of the District of Columbia Office of Contracts & Procurement 4200 Connecticut Avenue NW Bldg. 39 Suite 200C Washington, DC 20008

9. FOR INFORMATION CONTACT	A. Name	B Telephone	C. E-Mail Address
	Michiko Gadson	202-274-5191	mgadson@udc.edu

IMPORTANT – The "Bidder" Section of this form must be completed by the Bidder

SOLICITATION

NOTE: In sealed proposal solicitations "proposal" mean "offer to provide good and/or services"

10. Sealed proposals in "original plus 4 copies" to perform the work required shall be received at the place specified in item 8, or hand carried to the counter located at address shown in item 8 not less than 2:00 p.m. local time on August 4, 2025.

11.The University requires performance of work described in strict accordance with the following:

DESCRIPTION	SECTION	PAGE
Solicitation Proposal/Award Form	A	1-2
Contract Type, Supplies or Services and Price/Cost	B	4-10
Scope/Statement of Work	C	11-33
Packaging and Markings	D	34
Inspection and Acceptance	E	35
Deliveries and Performance	F	36-37
Contract Administration Data	G	38-43
Special Contract Requirements	H	44-56
Contract Clauses	I	57-66
List of Attachments	J	67
Representations, Certifications and Other Statements of Bidders	K	68
Instructions to Bidders	L	69-75
Evaluation Preference Points	M	76-83

12. The contractor shall begin performance on the date specified in the written [] Award [X] NTP (Notice to Proceed) and complete all work not later than the date specified in the NTP. This period of performance is [x] Mandatory [] Negotiable.

13. The contractor SHALL furnish a bid bond with bid submission, and performance and payment bonds (Attachment J.11) within 10 calendar days after receiving the UDC Notice of Intent to Award.

14. **Additional Solicitation Considerations**
A. All bids are subject to the work requirements, provisions and clauses incorporated in this solicitation in full text or by reference.
B. **A BID GUARANTEE** [X] is required [] is not required
PERFORMANCE AND PAYMENT BONDS are also required pursuant to Article 12 Sections A, B, and C of the Government of the District of Columbia Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts (March 2007).

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UNIVERSITY OF THE DISTRICT OF COLUMBIA OFFICE OF CONTRACTING AND PROCUREMENT		
Proposal (MUST BE FULLY COMPLETED BY OFFEROR PRIOR TO SUBMISSION TO UDC)		
15. Name, Company Name and Address of Bid or/Bidder (with zip code) Tyson Project Management Group, LLC (TPM Group LLC) 1301 K Street, NW, STE 300, Washington, DC 20005 HACESFB4R759	16. Telephone No. (202) 775-0096 17. E-mail address tyson@tysonpmgroup.com	18. Remittance Address (if different than item 15)
19. The bid or/bidder agrees to perform the work required at the prices specified herein and according to the BID SCHEDULE (Section B) and in strict accordance with the terms of this solicitation, if this bid/bids is accepted by the University within calendar days after the date bids/bids are due.		
20. The bid or/bidder agrees to furnish any required performance and payment bonds.		

21. ACKNOWLEDGEMENT OF AMENDMENTS

The bid or/bidder acknowledges receipt of amendments to the solicitation (number and date each) See Section L.12

Amendment Number	001	002								
Date	7/24/2025	8/4/2025								

22. Name and Title of Person authorized to sign bid/bid (Type of Print)	22A. Signature	22B. Bid/Bid Date
Lincoln Tyson - Principal		8/7/2025

AWARD (To be completed by the University)

23. Amount	**24. Accounting and Appropriations data**
25. PAYMENT WILL BE MADE BY: Office of the Chief Financial Officer 4200 Connecticut Avenue NW Washington, DC 20008	**26. Submit invoices as instructed in Section G of this solicitation (Contract Administration Data)**

CHIEF CONTRACTING OFFICER WILL COMPLETE ITEM 27 OR 28 AS APPLICABLE

27. [] NEGOTIATED AGREEMENT (The Contractor is required to sign this document and return ___ copies to the issuing office. The Contractor agrees to furnish and deliver all items or perform all work requirements for the consideration stated in this contract. The rights and obligations of the parties of this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.	**28. [] AWARD** (The contractor is not required to sign this document). Your bid on this solicitation is hereby accepted. This award consummates the contract which consists of (a) the solicitation and your bid, and (b) this contract award. No further contractual document is necessary.
29. Name and Title of Contractor of Person Authorized to sign (Type or Print)	**30. Name of CO (Type of Print)**

29A. Signature	**29B. Date**	**30A. Signature**	**30B. Date**

UNIVERSITY OF THE DISTRICT OF COLUMBIA OFFICE OF CONTRACTING AND PROCUREMENT

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13 Legal Status of Offeror

Prime Contractor

Company Name:	Tyson Project Management Group, LLC
Certification:	Certified Business Enterprise (CBE) - LSDZ78165092027
Address:	1301 K Street, NW, STE 300, Washington, DC 20005
Tax identification number (TIN):	26-4539879
Point of Contact:	***Name:*** Lincoln Tyson | ***Position:*** Managing Principal ***Office Number:*** (202) 775-0096 | ***E-mail:*** tyson@tysonpmgroup.com

Subcontractor

Company Name:	Bolana Capitol Enterprises, Inc
Certification:	Certified Business Enterprise (CBE) - LSDZ84272062027
Address:	4922 Nannie Helen Burroughs Avenue NE, Suite 102, Washington, DC, 20019
Point of Contact:	***Name:*** Valarie Dock | ***Position:*** President ***Email:*** vdock@bolanacapitol.com

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract Number	Page of Pages	
	1	17

2. Amendment/Modification Number	3. Effective Date	4. Requisition/Purchase Request No.	5. Solicitation Caption
GF-2025-R-0020_001	See item 16C		Janitorial Services

6. Issued By: Code
University of the District of Columbia
Capital Procurement Division
4200 Connecticut Avenue, NW, Room C01, Building 38
Washington, DC 20008

7. Administered By (If other than line 6)
University of the District of Columbia
Capital Procurement Division
4200 Connecticut Avenue, NW, Room C01, Building 38
Washington, DC 20008

8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)

Code | Facility

(X) 9A. Amendment of Solicitation No. GF-2025-R-0020

9B. Dated (See Item 11)

10A. Modification of Contract/Order No.

10B. Dated (See Item 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended. [X] is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copy of the amendment: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (If Required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14

[ ] A. This change order is issued pursuant to: (Specify Authority)
The changes set forth in Item 14 are made in the contract/order no. in item 10A.

[ ] B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.

[ ] C. This supplemental agreement is entered into pursuant to authority of:

[ ] D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 1 copy to the issuing office.

14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)

Solicitation No. GF-2025-R-0020 for Janitorial Services is hereby amended as follows:

1. Question and Answers (Attachment A).
2. On page 1, section 10, delete and replace entire section. (Attachment B)
3. Under section L.5 Proposal Submission, delete L.1.1, and replace it with L.5.1. (Attachment C)
4. Under section L.5 Part II - Price Proposal, delete L.2.6 and replace it with L.2. (Attachment C)
5. Delete: C.3.1 UDC Student Center Bldg. 56 (Attachment D)
   Replace with: C.3.1 UDC Student Center Bldg. 56 (including Saturdays)
6. Pre-proposal conference sign-in sheet. (Attachment E)

All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect

15A. Name and Title of Signer (Type or print)		16A. Name of Contracting Officer	
Lincoln Tyson _ Principal		Mary Ann Harris	
15B. Name of Contractor	15C. Date Signed	16B. District of Columbia	16C. Date Signed
Lincoln Tyson (Signature of person authorized to sign)	8/7/2025	Mary Ann Harris (Signature of Contracting Officer)	7/24/2025

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract Number	Page of Pages	
	1	5

2. Amendment/Modification Number	3. Effective Date	4. Requisition/Purchase Request No.	5. Solicitation Caption
GF-2025-R-0020_002	See item 16C		Janitorial Services

6. Issued By: Code	7. Administered By (If other than line 6)
University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW, Room C01, Building 38 Washington, DC 20008	University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW, Room C01, Building 38 Washington, DC 20008

8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)	(X)	9A. Amendment of Solicitation No. GF-2025-R-0020
		9B. Dated (See Item 11)
		10A. Modification of Contract/Order No.
		10B. Dated (See Item 13)
Code Facility		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [x] is extended. [ ] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copy of the amendment: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (If Required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14

	A. This change order is issued pursuant to: (Specify Authority) The changes set forth in Item 14 are made in the contract/order no. in item 10A.
	B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.
	C. This supplemental agreement is entered into pursuant to authority of:
	D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 1 copy to the issuing office.

14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)

Solicitation No. GF-2025-R-0020 for Janitorial Services is hereby amended as follows:

Section C.1 Requirements for CLIN 0001 (Attachment A)

1. Add: C.2.1.14 UDC Health Sciences Building 44
   4200 Connecticut Avenue N.W.
   Washington, DC 20008
   110,421 sqft
2. Add: C.2.9 Provide a vehicle for transportation purposes.
3. The submission of the proposal is extended to Thursday, August 7, 2025, by 2:00 p.m..

All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect

15A. Name and Title of Signer (Type or print)	16A. Name of Contracting Officer
Lincoln Tyson_ Principal	Mary Ann Harris

15B. Name of Contractor	15C. Date Signed	16B. District of Columbia	16C. Date Signed
Lincoln Tyson (Signature of person authorized to sign)	8/7/2025	Mary Ann Harris (Signature of Contracting Officer)	8/4/2025

13.1 Clean Hands Certification

Government of the District of Columbia
Office of the Chief Financial Officer
Office of Tax and Revenue

1101 4th Street, SW
Washington, DC 20024

Date of Notice: July 9, 2025

Notice Number: L0014353338

TYSON PROJECT MANAGEMENT GROUP, LLC
1301 K ST NW STE 403
WASHINGTON DC 20005-3317

FEIN: **-***9879
Case ID: 18647802

CERTIFICATE OF CLEAN HANDS

As reported in the Clean Hands system, the above referenced individual/entity has no outstanding liability with the District of Columbia Office of Tax and Revenue or the Department of Employment Services. As of the date above, the individual/entity has complied with DC Code § 47-2862, therefore this Certificate of Clean Hands is issued.

TITLE 47. TAXATION, LICENSING, PERMITS, ASSESSMENTS, AND FEES
CHAPTER 28 GENERAL LICENSE
SUBCHAPTER II. CLEAN HANDS BEFORE RECEIVING A LICENSE OR PERMIT
D.C. CODE § 47-2862 (2006)
§ 47-2862 PROHIBITION AGAINST ISSUANCE OF LICENSE OR PERMIT

Authorized By Melinda Jenkins
Branch Chief, Collection and Enforcement Administration

To validate this certificate, please visit MyTax.DC.gov. On the MyTax DC homepage, click the "Validate a Certificate of Clean Hands" hyperlink under the Clean Hands section.

1101 4th Street SW, Suite W270, Washington, DC 20024/Phone: (202) 724-5045/MyTax.DC.gov

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13.2 Business License

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Muriel Bowser, Mayor

Department of Licensing and Consumer Protection
Business License Division
1100 4th Street S.W.
Washington DC 20024

Date Issued: 09/18/2024
Category: 4105
License#: 410523000043
License Period: 10/1/2024 - 9/30/2026

BASIC BUSINESS LICENSE

Billing Name and Address:	Premise/Application's Name and Address:	Registered Agent's Name and Address:
TYSON PROJECT MANAGEMENT GROUP, LLC LINCOLN TYSON	TYSON PROJECT MANAGEMENT GROUP	C T CORPORATION SYSTEM
8201 CORPORATE DRIVE SUITE #800 HYATTSVILLE, MD 20785	1301 K ST NW WASHINGTON, DC 20005	1015 15TH STREET NW WASHINGTON DC20005

Owner's Name
Corp. Name TYSON PROJECT MANAGEMENT GROUP
Trade Name TPM GROUP

CofO/HOP#:CO1803378	SSL: 0248 0830	Zone: D-6	Ward: 2	ANC:2F	PERM NO.
CLASS: B		UNITS: 1			

Regulated Businesses

General Service and Repair
Gen Contr/Construction Mngr

-- THE LAW REQUIRES THIS LICENSE TO BE POSTED IN A CONSPICUOUS PLACE ON THE PREMISES --

*License Effective from the later of Issued or Start of License-Period Date

Tiffany Crowe
Director

14 General Standards of Responsibility

TPM Group hereby acknowledges receipt of the responsibility determination requirements as outlined in Section L.15.1 of the solicitation. We fully understand that, upon request, we are required to submit documentation within five (5) business days to demonstrate our capability to perform all contract requirements to the satisfaction of the University of the District of Columbia.

TPM Group affirms its commitment to comply with the following conditions for responsibility determination:

- Financial Capacity: We possess adequate financial resources and/or the ability to secure the resources necessary to perform the contract successfully.
- Performance Schedule Compliance: We will fully comply with the required performance and delivery schedule, accounting for all current commercial and government commitments.

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

- Performance Record: We maintain a proven and satisfactory performance record with both public and private sector clients.
- Integrity and Business Ethics: We uphold a strong and consistent record of integrity and ethical business practices.
- District Licensing and Tax Compliance: We are in good standing and fully compliant with all applicable District of Columbia licensing and tax laws and regulations.
- Labor and Civil Rights Compliance: We comply with all labor and civil rights laws and rules, including the First Source Employment Agreement Act of 1984, as amended (D.C. Official Code §2-219.01 et seq.).
- Organizational and Technical Capability: We possess and can deploy the organizational structure, relevant experience, accounting controls, operational oversight, and technical skillsets necessary to fulfill contract requirements.
- Operational Resources: We have, or can readily acquire, the production, construction, equipment, and facilities needed to support contract execution.
- Fair Pricing History: We affirm that we have not exhibited a pattern of overcharging the District.
- Outstanding Debt Status: We do not have any outstanding debt to the District or the federal government that is in a delinquent status.
- Eligibility for Award: We confirm that we are fully qualified and eligible to receive an award under all applicable laws and regulations.

TPM Group is committed to complete transparency and timely submission of all requested supporting documentation to facilitate the University's responsibility determination process.

15 Special Standards of Responsibility

TPM Group is fully prepared to meet and exceed the University of the District of Columbia's Special Standards of Responsibility outlined in Section L.16.1.1, including the provision of qualified Student Center Personnel, compliance with Time and Attendance protocols, and readiness to deploy qualified Emergency Response Personnel within four hours of notification.

a. Student Center Personnel (CLIN 0002 – LEED Platinum Facility)

TPM Group has identified and committed qualified personnel to support janitorial and maintenance services within the LEED Platinum-certified New Student Center. The designated Supervisor/Onsite Lead for this facility holds a current LEED Green Associate Certification, with documented experience in operating and supporting facilities with advanced environmental and sustainability requirements.

Our assigned team has demonstrable working knowledge of:

- LEED administrative practices, including Indoor Environmental Quality (IEQ) standards and performance tracking.
- Geo-thermal cooling systems and integrated mechanical-electrical-plumbing (MEP) systems are typically found in high-efficiency green buildings.
- Maintenance planning and scheduling, aligned with LEED O+M (Operations and Maintenance) standards, including energy use tracking, sustainable material handling, and indoor air quality assurance.

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

Our team actively uses green-certified chemicals, microfiber systems, low-emitting cleaning tools, and EPA Safer Choice-compliant materials to ensure LEED points are maintained throughout the building's life cycle. Preferred qualifications, such as LEED AP+M (Operations and Maintenance), are strongly considered in our personnel recruitment and succession planning, and we have access to certified candidates within our hiring pool should additional staffing be required.

b. Time and Attendance System Compliance

TPM fully understands and accepts the University's requirement that all contractor employees utilize the University's Time and Attendance system. Our staff will undergo orientation on proper system usage prior to deployment. The Project Manager and Site Supervisors will monitor compliance daily, and supervisors will perform weekly reconciliations of time logs to ensure accuracy and accountability. We acknowledge that the University's timekeeping records will serve as the official documentation for verification of billable hours and actual work performed, and we have integrated this into our internal payroll and compliance review processes.

c. Emergency Response Personnel (4-Hour Response Time Guarantee)

TPM Group qualifies as a Full Service Provider with a proven ability to supply a variety of emergency janitorial and maintenance staff trained and equipped to respond within four (4) hours of notification, 24/7, including holidays and weekends.

We maintain a dedicated roster of cross-trained emergency personnel, including:

- General and Restroom Cleaners
- Floor Technicians (certified in flood response and microbial remediation)
- Team Leads and Supervisors
- Porter Staff for post-event recovery

To support our emergency response readiness, TPM Group retains a contingency equipment cache including wet vacuums, air scrubbers, HEPA-filtered vacuums, dehumidifiers, electrostatic sprayers, and PPE pre-staged and ready for deployment from our local service hub.

d. Supervisor/Onsite Lead Qualifications:

TPM Group acknowledges the qualification requirements for the Supervisor/Onsite Lead as outlined in Section L.16.1.5 of the solicitation. We fully understand the importance of meeting these standards to ensure successful contract performance at the University of the District of Columbia (UDC).

TPM affirms that it will provide a qualified Supervisor/Onsite Lead who meets or exceeds the following criteria:

- Experience in Janitorial Management: The candidate will have a minimum of five (5) years of professional work experience, specifically focused on managing administrative functions related to campus janitorial services.
- Contract Oversight Experience: At least three (3) of those years will include experience managing a janitorial or administrative services contract, with full on-site decision-making authority.

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

- Supervisory and Staff Development Experience: The Supervisor/Onsite Lead will also have a minimum of three (3) years of experience in employee supervision. This includes:
    - Evaluating training needs
    - Supporting employee skill development
    - Delivering performance feedback
    - Determining appropriate staffing structures
    - Hiring qualified staff
    - Addressing and resolving staffing issues as they arise
- Safety and Regulatory Knowledge: The candidate will possess demonstrated knowledge of applicable OSHA standards as outlined under 29 CFR 1910, with the ability to implement and enforce safe and sanitary working conditions for all employees.
- Communication and Conduct: The Supervisor/Onsite Lead will possess strong verbal and written communication skills, essential for interfacing with University stakeholders, staff, and TPM management.
- Drug-Free Compliance: The Supervisor/Onsite Lead will be alcohol- and drug-free and will submit to periodic drug testing as required under contract terms.

TPM Group is committed to staffing this position with a highly qualified professional who embodies leadership, regulatory awareness, staff development capabilities, and integrity in alignment with the University's expectations.

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

UNIVERSITY OF THE DISTRICT OF COLUMBIA
1851

Mary Ann Harris, MPA
Director

Office of Contracting and Procurement

August 12, 2025

Lincoln Tyson, President
TPM Group
1301 K Street, NW, STE 300
Washington, DC 20005

Subject: **Request for Best and Final Offer (BAFO)**
GF-2025-R-0020, Janitorial Services

Dear Mr. Tyson:

The University of the District of Columbia, Office of Contracting and Procurement Facilities & Real Estate Management, has concluded its evaluation of your proposal submitted in response to the subject solicitation.

Your BAFO may include any revisions you deem appropriate to your proposal, but should address items outlined below:

Factor 3: Subfactor 1. Please clarify which proposed team member fulfills the role of the supervisor / onsite lead, and if they are LEED certified.

Your proposal should be submitted by email to mgadson@udc.edu **by noon on Wednesday, August 13, 2025**. This BAFO is subject to the provisions of 8 DCMR, Chapter 3017, regarding receipt of BAFO. Therefore, if no BAFO is received by the specified time, your offer accepted on August 7, 2025, will be considered your BAFO.

Should you have questions related to this process, please contact Michiko Gadson, Senior Contract Specialist, at (202) 274-5191.

Sincerely,

Mary Ann Harris

Mary Ann Harris
Chief Contracting Officer

TPM GROUP

August 13, 2025

Michiko Gadson
Senior Contract Specialist
The University of the District of Columbia
Office of Contracting and Procurement
4200 Connecticut Ave., N.W.
Building 39, Suite 200C, Room 250
Washington DC, 20008

RE: BAFO: GF-2025-R-0020, UDC Janitorial Services

Hello Ms. Gadson:

The proposed onsite supervisor is Lazaro Santa Cruz. He has his LEED Certification, and his resume is in the proposal.

Sincerely,

Lincoln Tyson

Lincoln Tyson

1301 K Street NW
Suite 300
Washington, DC 20005

Certificate of Clean Hands

Government of the District of Columbia
Office of the Chief Financial Officer
Office of Tax and Revenue

1101 4th Street, SW
Washington, DC 20024

Date of Notice: October 28, 2025

Notice Number: L0015128515

TYSON PROJECT MANAGEMENT GROUP, LLC
1301 K ST NW STE 403
WASHINGTON DC 20005-3317

FEIN: **-***9879
Case ID: 18764932

CERTIFICATE OF CLEAN HANDS

As reported in the Clean Hands system, the above referenced individual/entity has no outstanding liability with the District of Columbia Office of Tax and Revenue or the Department of Employment Services. As of the date above, the individual/entity has complied with DC Code § 47-2862, therefore this Certificate of Clean Hands is issued.

TITLE 47. TAXATION, LICENSING, PERMITS, ASSESSMENTS, AND FEES
CHAPTER 28 GENERAL LICENSE
SUBCHAPTER II. CLEAN HANDS BEFORE RECEIVING A LICENSE OR PERMIT
D.C. CODE § 47-2862 (2006)
§ 47-2862 PROHIBITION AGAINST ISSUANCE OF LICENSE OR PERMIT

Authorized By Melinda Jenkins
Branch Chief, Collection and Enforcement Administration

To validate this certificate, please visit MyTax.DC.gov. On the MyTax DC homepage, click the "Validate a Certificate of Clean Hands" hyperlink under the Clean Hands section.

Office of Human Rights
District of Columbia

M E M O R A N D U M

TO: **Michiko Gadson/UDC**

FROM: Mary Wallace
EEO Compliance Review & Training Officer

DATE: **October 24, 2025**

SUBJECT: EEO Compliance, TPM Group, LLC

CONTRACT: GF-2025-R-0020

We have reviewed the above-referenced contractor's Notice of Compliance with Equal Employment Opportunity (EEO) Requirements, EEO Policy Commitment, and EEO Employer Information Report, submitted by UDC on October 15, 2025. We find the forms are in conformity with Mayor's Order 85-85, "Compliance with Equal Opportunity Requirements in Contracts."

If your Agency has any questions, contact OHR at 202-727-4559. **ALL QUESTIONS FROM THE CONTRACTOR SHOULD BE DIRECTED TO THE APPROPRIATE AGENCY REPRESENTATIVE, WHO MAY THEN CONTACT OHR.**

UDC/OHR/GF-2025-R-0020

Marion S. Barry Jr. Building, 441 4th Street NW, Suite 570 North Washington, DC 20001
ohr.dc.gov | Email: ohr@dc.gov | Phone: (202) 727-4559 | Fax: (202) 727-9589 | TTY: 711

First Source Agreement
Pending

Bidder Certification Form

BIDDER/OFFEROR CERTIFICATION FORM

COMPLETION

The person(s) completing this form must be knowledgeable about the bidder's/offeror's business and operations.

RESPONSES

Every question must be answered. Each response must provide all relevant information that can be obtained within the limits of the law. Individuals and sole proprietors may use a Social Security number but are encouraged to obtain and use a federal Employer Identification Number (EIN). Provide any explanation at the end of the section or attach additional sheets with numbered responses. Include the bidder's/offeror's name at the top of each attached page.

GENERAL INSTRUCTIONS

This form contains four (4) sections. Section I concerns the bidder's/offeror's responsibility; Section II includes additional required certifications; Section III relates to Domestic Preferences (if applicable); and Section IV requires the bidder's/offeror's signature.

SECTION I. BIDDER/OFFEROR RESPONSIBILITY CERTIFICATIONS

***Instructions for Section I:** Section I contains seven (7) parts. Part 1 requests information concerning the bidder's/offeror's business entity. Part 2 inquires about current or former owners, partners, directors, officers or principals. Part 3 relates to the responsibility of the bidder's/offeror's business. Part 4 concerns the bidder's/offeror's business certificates and licenses. Part 5 inquires about legal proceedings. Part 6 relates to the bidder's/offeror's financial and organizational status. Part 7 relates to disclosures under the District of Columbia Freedom of Information Act (FOIA).*

PART 1: BIDDER/OFFEROR INFORMATION

TYSON PROJECT MANAGEMENT GROUP, LLC	GF-2025-R-0020	
1301 K Street, NW, Suite 300, Washington, DC 20005	202-775-0096	26-4539879
TYSON@TYSONPMGROUP.COM	Website:	

Additional Legal Business Entity Identities: If applicable, list any other DBA, Trade Name, Former Name, Other Identity and EIN used in the last five (5) years and the status (active or inactive).

Type:	Name:	EIN:	Status:
DBA	TPM GROUP	26-4539879	ACTIVE

1.1 Business Type (Please check the appropriate box and provide additional information if necessary.):

☐ Corporation (including PC)	Date of Incorporation:
☐ Joint Venture	Date of Organization:
☑ Limited Liability Company (LLC or PLLC)	3/25/2009
☐ Nonprofit Organization	Date of Organization:
☐ Partnership (including LLP, LP or General)	Date of Registration or Establishment:
☐ Sole Proprietor	How many years in business?:
☐ Other	Date established?:

If "Other," please explain:

1.2 Was the bidder's/offeror's business formed or incorporated in the District of Columbia?	☑ Yes ☐ No

If "No" to Subpart 1.2, provide the jurisdiction where the bidder's/offeror's business was formed or incorporated. Attach a Certificate or Letter of Good Standing from the applicable jurisdiction and a certified Application for Authority from the District, or provide an explanation if the documents are not available.

State _____ Country _____

1.3 Please provide a copy of each District of Columbia license, registration or certification that the bidder/offeror is required by law to obtain (other than those provided in Subpart 1.2). If the bidder/offeror is not providing a copy of its license, registration or certification to transact business in the District of Columbia, it shall either:

(a) Certify its intent to obtain the necessary license, registration or certification prior to contract award; or

(b) Explain its exemption from the requirement.

PART 2: INDIVIDUAL RESPONSIBILITY

Additional Instructions for Section I, Parts 2 through 8: *Provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).*

Within the past five (5) years, has any current or former owner, partner, director, officer, principal or any person in a position involved in the administration of funds, or currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the bidder/offeror with any government entity:

2.1 Been sanctioned or proposed for sanction relative to any business or professional permit or license?	☐ Yes ☑ No
2.2 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	☐ Yes ☑ No
2.3 Been proposed for suspension or debarment?	☐ Yes ☑ No
2.4 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	☐ Yes ☑ No
2.5 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or a plea bargain for: (a) Any business-related activity; or (b) Any crime the underlying conduct of which was related to truthfulness?	☐ Yes ☑ No
2.6 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract?	☐ Yes ☑ No

Please provide an explanation for each "Yes" in Part 2.

PART 3: BUSINESS RESPONSIBILITY

Within the past five (5) years, has the bidder/offeror:

3.1 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	☐ Yes ☑ No
3.2 Been proposed for suspension or debarment?	☐ Yes ☑ No
3.3 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	☐ Yes ☑ No
3.4 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or plea bargain for: (a) Any business-related activity; or (b) Any crime the underlying conduct of which was related to truthfulness?	☐ Yes ☑ No

3.5 Been disqualified or proposed for disqualification on any government permit or license?	☐ Yes ☑ No
3.6 Been denied a contract award or had a bid or proposal rejected based upon a non-responsibility finding by a government entity?	☐ Yes ☑ No
3.7 Had a low bid or proposal rejected on a government contract for failing to make good faith efforts on any Certified Business Enterprise goal or statutory affirmative action requirements on a previously held contract?	☐ Yes ☑ No
3.8 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract?	☐ Yes ☑ No
Please provide an explanation for each "Yes" in Part 3.	

PART 4: CERTIFICATES AND LICENSES

4.1 Within the past five (5) years, has the bidder/offeror had a denial, decertification, revocation or forfeiture of District of Columbia certification of any Certified Business Enterprise or federal certification of Disadvantaged Business Enterprise status for other than a change of ownership?	☐ Yes ☑ No
Please provide an explanation for "Yes" in Subpart 4.1.	
4.2 Please provide a copy of the bidder's/offeror's District of Columbia Office of Tax and Revenue Tax Certification Affidavit.	

PART 5: LEGAL PROCEEDINGS

Within the past five (5) years, has the bidder/offeror:

5.1 Had any liens or judgments (not including UCC filings) over $25,000 filed against it which remain undischarged?	☐ Yes ☐ No
If "Yes" to Subpart 5.1, provide an explanation of the issue(s), relevant dates, the Lien Holder or Claimant's name, the amount of the lien(s) and the current status of the issue(s).	
5.2 Had a government entity find a willful violation of District of Columbia compensation or prevailing wage laws, the Service Contract Act or the Davis-Bacon Act?	☐ Yes ☑ No
5.3 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	☐ Yes ☑ No
Please provide an explanation for each "Yes" in Part 5.	

PART 6: FINANCIAL AND ORGANIZATIONAL INFORMATION

6.1 Within the past five (5) years, has the bidder/offeror received any formal unsatisfactory performance assessment(s) from any government entity on any contract?	☐ Yes ☑ No
If "Yes" to Subpart 6.1, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
6.2 Within the past five (5) years, has the bidder/offeror had any liquidated damages assessed by a government entity over $25,000?	☐ Yes ☑ No
If "Yes" to Subpart 6.2, provide an explanation of the issue(s), relevant dates, the government entity involved, the amount assessed and the current status of the issue(s).	
6.3 Within the last seven (7) years, has the bidder/offeror initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	☐ Yes ☑ No
If "Yes" to Subpart 6.3, provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "initiated," "pending" or "closed".	
6.4 During the past three (3) years, has the bidder/offeror failed to file a tax return or pay taxes required by federal, state, District of Columbia or local laws?	☐ Yes ☑ No
If "Yes" to Subpart 6.4, provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the bidder/offeror failed to file/pay and the current status of the tax liability.	
6.5 During the past three (3) years, has the bidder/offeror failed to file a District of Columbia unemployment insurance return or failed to pay District of Columbia unemployment insurance?	☐ Yes ☑ **No**
If "Yes" to Subpart 6.5, provide the years the bidder/offeror failed to file the return or pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).	
6.6 During the past three (3) years, has the bidder/offeror failed to comply with any payment agreement with the Internal Revenue Service, the District of Columbia Office of Tax and Revenue and the Department of Employment Services?	☐ Yes ☑ No
If "Yes" to Subpart 6.6, provide the years the bidder/offeror failed to comply with the payment agreement, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).	
6.7 Indicate whether the bidder/offeror owes any outstanding debt to any state, federal or District of Columbia government.	☐ Yes ☑ No
If "Yes" to Subpart 6.7, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
6.8 During the past three (3) years, has the bidder/offeror been audited by any government entity?	☐ Yes ☑ No
(a) If "Yes" to Subpart 6.8, did any audit of the bidder/offeror identify any significant deficiencies in internal controls, fraud or illegal acts; significant violations of provisions of contract or grant agreements; significant abuse; or any material disallowance?	☐ Yes ☑ No
(b) If "Yes" to Subpart 6.8(a), provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	

PART 7: FREEDOM OF INFORMATION ACT (FOIA)

7.1 Indicate whether the bidder/offeror asserts that any information provided in response to a question in Section I is exempt from disclosure under the District of Columbia Freedom of Information Act (FOIA), effective March 25, 1977 (D.C. Law 1-96; D.C. Code §§ 2-531, *et seq* .). Include the question number(s) and explain the basis for the claim. (The District will determine whether such information is, in fact, exempt from FOIA at the time of request for disclosure under FOIA.)	☐ Yes ☑ No

SECTION II. ADDITIONAL REQUIRED BIDDER/OFFEROR CERTIFICATIONS

Instructions for Section II: Section II contains ten (10) parts. Part 1 requests information concerning ethical obligations. Part 2 applies to the bidder/offeror's pricing. Part 3 relates to equal employment opportunity and human rights requirements. Part 4 relates to First Source Act requirements. Part 5 relates to employment eligibility requirements. Part 6 relates to Language Access Act requirements. Part 7 relates to conflicts of interest. Part 8 relates to subcontracting obligations. Part 9 relates to special requirements related to the Campaign Finance Reform obligations. Part 10 relates to any pending litigation against the District.

PART 1. ETHICAL OBLIGATIONS

1.1 The bidder/offeror certifies that it has not provided, directly or indirectly, any gift, gratuity, favor, discount, or other thing of value to an officer or employee of the District of Columbia in order to affect, directly or indirectly, the decision to award this contract.

1.2 The District requires disclosure of any officer or employee of the District of Columbia that may benefit from this contract. Accordingly, the following officer or employee may benefit from this contract:

(a) _____

(b) _____

PART 2: INDEPENDENT PRICE DETERMINATION REQUIREMENTS

The bidder/offeror certifies that:

2.1 The signature of the bidder/offeror is considered to be a certification by the signatory that:

(a) The contract prices have been arrived at independently without, for the purpose of restricting competition, any consultation, communication or agreement with any bidder/offeror or competitor related to:

(i) Those prices;

(ii) The intention to submit a bid/proposal; or

(iii) The methods or factors used to calculate the prices in the contract.

(b) The prices in this contract have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid/proposal opening unless otherwise required by law; and

(c) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

2.2 The signature on the bid/proposal is considered to be a certification by the signatory that the signatory:

(a) Is the person in the bidder's/offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above; or

(b) Has been authorized, in writing, to act as an agent for the following principal in certifying that the principal has not participated, and will not participate, in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above:

Lincoln Tyson

[Insert full name of person(s) in the organization responsible for determining the prices offered in this contract and the title of his or her position in the bidder's/offeror's organization]

(i) As an authorized agent, certifies that the principals named in subparagraph 2.2(b) above have not participated, and will not participate, in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above; and

(ii) As an agent, has not participated and will not participate in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above.

2.3 If the bidder/offeror deletes or modifies subparagraph 2.1(b) above, the bidder/offeror must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

PART 3: EQUAL OPPORTUNITY AND HUMAN RIGHTS OBLIGATIONS

3.1 The bidder/offeror certifies that it will abide by the D.C. Human Rights Act of 1977, as amended, D.C. Code § 2-1401.01 et seq., including its prohibitions on sexual harassment. The bidder/offeror certifies that it is fully aware of the contents of Mayor's Order 85-85, Mayor's Order 2017-313, Mayor's Order 2023-131, and the Office of Human Rights' regulations in Chapter 11 of title 4 of the DCMR, and agrees to comply with them while performing this contract.

PART 4: FIRST SOURCE OBLIGATIONS

4.1 The bidder/offeror certifies that it is fully aware of the requirements of the First Source Employment Agreement Act of 1984, as amended, D.C. Code §§ 2-219.01 *et seq* ., and agrees to enter into a First Source Employment Agreement with the Department of Employment Services if awarded any contract valued at $300,000 or more which receives funds or resources from the District, or funds or resources which, in accordance with a federal grant or otherwise, is administered by the District government.

4.2 The bidder/offeror certifies that the Initial Employment Plan submitted with its bid or proposal is true and accurate.

PART 5: EMPLOYMENT ELIGIBILITY OBLIGATIONS

5.1 The bidder/offeror certifies that it has verified the identity and employment eligibility of all of its employees.

PART 6: LANGUAGE ACCESS OBLIGATIONS

6.1 For contracts where the contracting agency is a "covered entity" or "covered entity with major public contact" as defined in Sections 2(2) and 2(3) of the Language Access Act of 2004 (D.C. Code § 2-1931(2) and § 2-1931(3)), the bidder/offeror certifies that it will comply with Language Access compliance requirements of the contracting agency while performing this contract.

PART 7: CONFLICTS OF INTEREST

7.1 The bidder/offeror certifies that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its obligations under the contract.

PART 8: SUBCONTRACTING OBLIGATIONS

8.1 The bidder/offeror certifies that it has verified with the Department of Small and Local Business Development (DSLBD) the current certifications of its proposed certified business enterprise (CBE) subcontractors.

8.2 The bidder/offeror certifies that it has verified with the Department of Licensing and Consumer Protection (DLCP), and any other licensing authority, that its proposed subcontractors possess all applicable licenses and permits required to perform the work.

PART 9: CAMPAIGN FINANCE REFORM OBLIGATIONS

9.1 The bidder/offeror certifies that it has not been determined by the Campaign Finance Board to be in violation of D.C. Code § 1-1163.34a.

9.2 The bidder/offeror certifies that it currently is not and will not be in violation of D.C. Code § 1-1163.34a.

PART 10: PENDING LITIGATION AGAINST THE DISTRICT

10.1(a) Does the bidder/offeror have any pending litigation against the District of Columbia, its current or former officers, agents, employees, agencies, or departments?	☐ Yes ☐ No

10.1(b) If "Yes" to Subpart 10.1(a), provide a description of the pending matter(s) and the current status of each.

SECTION III. DOMESTIC PREFERENCE CERTIFICATIONS

Instructions for Section III: Section III contains three (3) parts which should be completed by all bidders/offerors..

PART 1: BUY AMERICAN ACT COMPLIANCE (Applies if the bidder/offeror will provide goods to the District that are subject to the requirements of the Buy American Act)

1.1 In accordance with 41 USC 8301 *et. seq* . and implementing regulations, the bidder/offeror certifies that each end product, except the end products listed below, is a domestic end product.	☐ Yes ☐ No ☐ N/A

_____ EXCLUDED END PRODUCTS

_____ COUNTRY OF ORIGIN

PART 2: FHWA BUY AMERICA ACT COMPLIANCE (Applies to FHWA-funded construction contracts)

2.1 In accordance with 23 CFR 635.410(b), the bidder/offeror certifies that only steel or iron materials manufactured in the United States will be used for permanent incorporation on the project.	☐ Yes ☐ No ☐ N/A

PART 3: BUY AMERICAN ACT COMPLIANCE (Applies to locally-funded construction contracts)

3.1 In accordance with 41 USC 8301 *et. seq* . and implementing regulations, the bidder/offeror certifies that only construction materials manufactured in the United States will be used on the project.	☐ Yes ☐ No ☐ N/A

SECTION IV. CERTIFICATION

Instruction for Section IV: This section must be completed by all bidder/offerors.

Lincoln Tyson

Lincoln Tyson	**202-775-0096**	**202-869-8039**
Principal	Tyson@tysonpmgroup.com	

7/31/2025	**GF-2025-R-0020**
The District of Columbia is authorized to verify the above information with appropriate government authorities. Penalty for making false statements is a fine of not more than $1,000.00, imprisonment for not more than 180 days, or both, as prescribed in D.C. Code § 22-2405. Penalty for false swearing is a fine of not more than $2,500.00, imprisonment for not more than three (3) years, or both, as prescribed in D.C. Code § 22-2404.	

Business License

13.2 Business License

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Muriel Bowser, Mayor

Department of Licensing and Consumer Protection
Business License Division
1100 4th Street S.W.
Washington DC 20024

Date Issued: 09/18/2024
Category: 4105
License#: 410523000043
License Period: 10/1/2024 - 9/30/2026

BASIC BUSINESS LICENSE

Billing Name and Address:	Premise/Application's Name and Address:	Registered Agent's Name and Address:
TYSON PROJECT MANAGEMENT GROUP, LLC LINCOLN TYSON	TYSON PROJECT MANAGEMENT GROUP	C T CORPORATION SYSTEM
8201 CORPORATE DRIVE SUITE #800 HYATTSVILLE, MD 20785	1301 K ST NW WASHINGTON, DC 20005	1015 15TH STREET NW WASHINGTON DC20005

Owner's Name
Corp. Name TYSON PROJECT MANAGEMENT GROUP
Trade Name TPM GROUP

CofO/HOP#:CO1803378	SSL: 0248 0830	Zone: D-6	Ward: 2	ANC:2F	PERM NO.
CLASS: B		UNITS: 1			

Regulated Businesses

General Service and Repair
Gen Contr/Construction Mngr

-- THE LAW REQUIRES THIS LICENSE TO BE POSTED IN A CONSPICUOUS PLACE ON THE PREMISES --

*License Effective from the later of Issued or Start of License-Period Date

Tiffany Crowe
Director

14 General Standards of Responsibility

TPM Group hereby acknowledges receipt of the responsibility determination requirements as outlined in Section L.15.1 of the solicitation. We fully understand that, upon request, we are required to submit documentation within five (5) business days to demonstrate our capability to perform all contract requirements to the satisfaction of the University of the District of Columbia.

TPM Group affirms its commitment to comply with the following conditions for responsibility determination:

- Financial Capacity: We possess adequate financial resources and/or the ability to secure the resources necessary to perform the contract successfully.
- Performance Schedule Compliance: We will fully comply with the required performance and delivery schedule, accounting for all current commercial and government commitments.

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

Performance & Payment Bonds

Bond No. 4483133

PERFORMANCE BOND
(CONSTRUCTION)
(See Instructions on Reverse)

Date Bond Executed (Must be same or later than date of Contract)

September 12, 2025

PRINCIPAL (Legal Name and Address)

Tyson Project Management Group, LLC dba TPM Group
1220 12th Street SE,
Suite G80
Washington, DC 20003

TYPE OF ORGANIZATION ("x")

☐ INDIVIDUAL ☐ PARTNERSHIP
☐ JOINT VENTURE ☒ CORPORATION

STATE OF INCORPORATION
DC

SURETY (IES) (Name(s) and Address(es)

Markel Insurance Company
4521 Highwoods Parkway,
Glen Allen, VA 23060

PENAL SUM OF BOND

MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
2	949	531	0

CONTRACT DATE	CONTRACT NUMBER
	GF-2025-T-0022

BASE YEAR
***BOND TERM EFFECTIVE: 9/12/2025-9/12/2026**

KNOW ALL MEN BY THESE PRESENTS. That we, the Principal and Surety(ies) hereto are firmly bounds to the District of Columbia Government, a municipal corporation, hereinafter called the District, in the above penal sum for the payment of which we bind ourselves, our heirs, executors, and successors, "jointly" and "severally"; Provided that, where the Surety(ies) are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly" and "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into the Contract identified above.

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all undertakings, covenants, terms and condition, and agreements of the Contract during the original term of the Contract and any extension thereof that may be granted by the District with or without notice to the Surety, and during the life of guaranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, and shall save harmless and indemnify the District from any and all claims, delays, suits, costs, charges, damages, counsel fees, judgments and decrees to which the District may be subjected at any time on account of any infringement by the Principal of letters, patents, or copyrights, unless otherwise specifically stipulated in the Contract or on account of any injury to persons or damage to property or premises that occur as a result of any act or omission of Principal in connection with the prosecution of the work under the Contract and shall pay the same, then the above obligation shall be void; otherwise to remain in full force and virtue.

IN WITNESS WEHREOF, the Principal and Surety(ies) have executed this performance bond and have affixed their seals on the date set forth above.

PRINCIPAL

1. Signature (Seal)	1. Attest	Corporate Seal
Name & Title (typed)	Name & Title (typed)	
2. Signature (Seal)	2. Attest	Corporate Seal
Name & Title (typed)		

Bond No. 4483133

SURETY (IES)

1. Name & Address (typed)	State of Inc.	Liability Limit
Markel Insurance Company 4521 Highwoods Parkway, Glen Allen, VA 23060	IL	$2,949,531.00

Signature of Attorney-in-Fact	Attest (Signature)
Lauren K. Burkhart	Melody Gist
Name & Address (typed) Lauren K. Burkhart, Attorney-In-Fact 230 Schilling Circle, Suite 338, Hunt Valley, MD 21031	Name & Address (typed) Melody Gist 230 Schilling Circle, Suite 338, Hunt Valley, MD 21031

Corporate Seal

1. Name & Address (typed)	State of Inc.	Liability Limit

Signature of Attorney-in-Fact	Attest (Signature)
Name & Address (typed)	Name & Address (typed)

Corporate Seal

BOND PREMIUM

Rate Per Thousand	Total Premium	Name & Address of Agency or Agent Receiving Commission
25/15/10/7.5	$31,871.00	RSC Ins Brokerage Inc 230 Schilling Circle, Suite 338, Hunt Valley, MD 21031

Approved By:

_____

INSTRUCTIONS

1. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of this form. The bond shall be signed by the authorized person signing the Contract. When such person signing is other than the President or Vice-President of a corporation, evidence of authority shall be furnished. Such evidence shall be in the form of either an Extract of Minutes of a meeting of the Board of Directors, or Extract of Bylaws, certified by the Corporate Secretary, or Assistant Secretary and with Corporate Seal affixed thereto.

2. Corporations executing the bond as sureties shall be among those appearing on the U.S. Treasury Department's list of approved sureties and shall be acting within the limitations set forth therein, and shall also be licensed by the Insurance Administration, Department of Consumer and Regulatory Affairs, to do business in the District of Columbia. The surety shall (1) insert on the bond form the name and addresses of the agency receiving the commission; and (2) attach an adequate Power-of-Attorney for each representative signing the bond.

3. Corporations executing the bond shall affix their Corporate Seals. Individuals shall sign full first name, middle initial and last name opposite the word "seal"; two witnesses shall sign and include their addresses, under the word "witness". If executed in Maine or New Hampshire, an adhesive seal shall be affixed.

4. The name of each person signing this performance bond shall be typed in the space provided.

Bond No. 4483133

PAYMENT BOND (CONSTRUCTION) (See Instructions on Reverse)	Date Bond Executed (Must be same or later than date of Contract)
	September 12, 2025

PRINCIPAL (Legal Name and Address)	TYPE OF ORGANIZATION ("x")
Tyson Project Management Group, LLC dba TPM Group 1220 12th Street SE, Suite G80 Washington, DC 20003	☐ INDIVIDUAL ☐ PARTNERSHIP ☐ JOINT VENTURE ☒ CORPORATION STATE OF INCORPORATION DC

SURETY (IES) (Name(s) and Address(es))	PENAL SUM OF BOND			
Markel Insurance Company 4521 Highwoods Parkway, Glen Allen, VA 23060	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
	1	474	765	50
	CONTRACT DATE		CONTRACT NUMBER	
			GF-2025-T-0022	

BASE YEAR
***BOND TERM EFFECTIVE: 9/12/2025-9/12/2026**

KNOW ALL MEN BY THESE PRESENTS. That we, the Principal and Surety(ies) hereto are firmly bounds to the District of Columbia Government, a municipal corporation, hereinafter called the District, in the above penal sum for the payment of which we bind ourselves, our heirs, executors, and successors, "jointly" and "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into the Contract identified above.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in the Contract, and any and all duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to the Surety(ies) being hereby waived, then the above obligation shall be void; otherwise to remain in full force and virtue.

IN WITNESS WEHREOF, the Principal and Surety (ies) have executed this performance bond and have affixed their seals on the date set forth above.

PRINCIPAL

1. Signature (Seal)	1. Attest	Corporate Seal
Name & Title (typed)	Name & Title (typed)	
2. Signature (Seal)	2. Attest	Corporate Seal
Name & Title (typed)		

Bond No. 4483133

Form No. DC 26-40-8 86-p4003-1 wd-206

SURETY (IES)

1. Name & Address (typed)	State of Inc.	Liability Limit	
Markel Insurance Company 4521 Highwoods Parkway, Glen Allen, VA 23060	IL	$2,949,531.00	Corporate Seal
Signature of Attorney-in-Fact Lauren K. Burkhart	Attest (Signature) Melody Gist		
Name & Address (typed) Lauren K. Burkhart, Attorney-In-Fact 230 Schilling Circle, Suite 338, Hunt Valley, MD 21031	Name & Address (typed) Melody Gist 230 Schilling Circle, Suite 338, Hunt Valley, MD 21031		
1. Name & Address (typed)	State of Inc.	Liability Limit	Corporate Seal
Signature of Attorney-in-Fact	Attest (Signature)		
Name & Address (typed)	Name & Address (typed)		

BOND PREMIUM

Rate Per Thousand	Total Premium	Name & Address of Agency or Agent Receiving Commission
25/15/10/7.5	$31,871.00	RSC Ins Brokerage Inc 230 Schilling Circle, Suite 338, Hunt Valley, MD 21031

Approved By:

_____

INSTRUCTIONS

1. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of this form. The bond shall be signed by the authorized person signing the Contract. When such person signing is other than the President or Vice-President of a corporation, evidence of authority shall be furnished. Such evidence shall be in the form of either an Extract of Minutes of a meeting of the Board of Directors, or Extract of Bylaws, certified by the Corporate Secretary, or Assistant Secretary and with Corporate Seal affixed thereto.

2. Corporations executing the bond as sureties shall be among those appearing on the U.S. Treasury Department's list of approved sureties and shall be acting within the limitations set forth therein, and shall also be licensed by the Insurance Administration, Department of Consumer and Regulatory Affairs, to do business in the District of Columbia. The surety shall (1) insert on the bond form the name and addresses of the agency receiving the commission; and (2) attach an adequate Power-of-Attorney for each representative signing the bond.

3. Corporations executing the bond shall affix their Corporate Seals. Individuals shall sign full first name, middle initial and last name opposite the word "seal"; two witnesses shall sign and include their addresses, under the word "witness". If executed in Maine or New Hampshire, an adhesive seal shall be affixed.

4. The name of each person signing this payment bond shall be typed in the space provided.

POA# 2010006

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Courtney W. Judge, Laura E. Scholze, John T. Whipple, Thomas A. Whipple, Lauren K. Burkhart, Melody Gist, Eric B. Goldstein

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

One Hundred Million and 00/100 Dollars ($100,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 14th day of May , 2025 .

SureTec Insurance Company

By: _____
Michael C. Keimig, President

Markel Insurance Company

By: _____
Lindey Jennings, Vice President

State of Texas
County of Harris:

On this 14th day of May , 2025 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

CHELSEA TURNER NOTARY PUBLIC STATE OF TEXAS ID 132564214 EXP 07/06/2028

By: _____
Chelsea Turner, Notary Public
My commission expires 7/6/2028

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 12 day of September , 2025 .

SureTec Insurance Company

By: _____
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: _____
Andrew Marquis, Assistant Secretary

Any Instrument Issued in excess of the penalty stated above is totally void and without any validity. 2010006
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

Subcontracting Plan

SECTION 1.BENEFICIARY AND SOLICITATION/CONTRACT/SPORTS WAGERING APPLICANTINFORMATION

Section 1A. BENEFICIARY INFORMATION

Company: Tyson Project Management Group, LLC Contact #: 202-775-0096 Email address: Tyson@tysonpmgroup.com

Street Address: 1301 K Street, NW, Suite 300 City/ State/ Zip Code: Washington, DC 20005

Company's point of contact for agency contract, private project, or Sports Wagering Licensee:

Point of Contact: Lincoln Tyson Title: Managing Principal

Contact #: 202-775-0096 Email address: tyson@tysonpmgroup.com

Street Address: 1301 K Street, NW, Suite 300, Washington, DC 20005

Section 1B. SOLICITATION/CONTRACT/SPORTS WAGERING APPLICANT INFORMATION

Solicitation /Contract/ApplicantNo.: GF-2025-R-0020

Agency: University of the District of Columbia

Solicitation Due Date: 8/7/25

Total Dollar Amount of Contract: $14,747,657.41

Total Value of **ALL** CBE Subcontracts: $5,161,680.10
(*Include all lower tiers*)

Please select all the applicable subcontracting requirements for this solicitation:

☑ 35% Subcontracting Requirement
☐ 50% Subcontracting Requirement
☐ DSLBD approved an adjusted subcontracting requirement:
- Adjusted Subcontracting Requirement: ____%

I affirm that the value of all my CBE Subcontracts meets or exceeds the subcontracting requirement required under this solicitation or contract. Further, I understand that DSLBD will only provide credit towards my SBE Subcontracting Requirement for work whereby a CBE provided a commercially useful function with its own organization and resources.

☑ I AGREE
☐ I DISAGREE

Section 1C. CBE BENEFICIARY (ONLY COMPLETE IF THE BENEFICIARY IS A CERTIFIED BUSINESS ENTERPRISE)

If the Beneficiary is a Certified Business Enterprise, select all that apply and provide the following information:

☐ I am a CBE that **WILL** perform 100% of the contracting effort with my own organization and resources and will not subcontract any portion of the contract. Therefore, I am NOT required to submit an SBE Subcontracting Plan that demonstrates subcontracting.

☑ I am a CBE that **WILL NOT** perform 100% of the contracting effort with my own organization and resources and will subcontract a portion of the contract. Therefore, I understand I am required to submit an SBE Subcontracting Plan (located in Section on 2) that demonstrates that the required subcontracting amount, as indicated above, will go to qualified CBEs.

Please include the percentage of the contract the CBE Prime will perform under the contract or project.
- The CBE Prime will self-perform 65 % of the contract's total dollar volume of the contract or project.

Please provide the current CBE Certification Number of the CBE Prime.
- CBE Certification No. LSDZ78165092027

BENEFICIARY ATTESTATION

I declare, certify, verify, attest, and state under penalty of perjury that the information provided above is true and correct to the best of my knowledge and belief. Pursuant to D.C. Official Code § 22-2402, I understand that a person convicted of perjury shall be fined not more than $5,000 or imprisoned for not more than 10 years, or both. I understand that any false or fraudulent statement that I provide or assert may be grounds for revocation of my CBE registration pursuant to D.C. Official Code § 2-218.63. Further, a Prime Contractor, Developer, CBE, Certified Joint Venture, or Sports Wagering Licensee that fails to comply with the requirements of the Small and Certified Business Enterprise Development and Assistance Amendment Act of 2005, as amended, (D.C. Law 20-108) (the "Act"), shall be subject to penalties as outlined in the Act.

PRINT NAME: Lincoln Tyson

SIGNATURE: Lincoln Tyson

JOB TITLE: Managing Principal

DATE: August 7, 2025

Section 2. SBE/CBE SUBCONTRACTORS (FOR EACH TIER):

CBE Subcontractor Company Name	Address	Certification No.	Price to be paid to the CBE Subcontractor	Description of subcontract scope of work to be performed that shall be for a commercially useful function by the CBE
Bolana Capitol Enterprises, Inc.	4299 Nannie Helen Boroughs Ave., NE Washington, DC 20019	LSDZ4272062027	$5,102,830.50	Janitorial area management and services

SBE/CBE Point of Contact:	CBE Subcontractor Self-Performance Indicator:
Name: Valarie Dock Title: CEO Telephone Number: 202-396-1636 Email Address: vdock@bolanacapitol.com	☑ This CBE will perform the ENTIRE subcontract with its own organization and resources. ☐ This CBE will subcontract a portion of the subcontract and will perform ____% of the subcontract's total dollar volume. **NOTE: If the CBE will not self-perform 100% of the subcontract, it must list each lower-tier CBE subcontractor below.**

LOWER TIER CBE Subcontractor Name	Address	Certification No.	Price to be paid to the CBE Subcontractor	Description of subcontract scope of work to be performed that shall be for a commercially useful function by the CBE	Tier (e.g., 1st, 2nd, 3rd, 4th, etc.)
			$		
			$		
			$		
			$		
			$		

Certificate of Insurance

Client#: 1727867 TYSONPRO1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/15/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Services LLC-CL
3190 Fairview Park Drive Suite 400
Falls Church, VA 22042-4546
703 698-0788

CONTACT NAME: Kaliyah Locke-Miller
PHONE (A/C, No, Ext): 703 698-0788 **FAX (A/C, No):** 610 362-8377
E-MAIL ADDRESS: USI.CertRequest@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Cas. Co. of America	25674
INSURER B : Charter Oak Fire Insurance Company	25615
INSURER C : Travelers Casualty & Surety Co. of Amer	31194
INSURER D : Travelers Indemnity Co of America	25666
INSURER E :	
INSURER F :	

INSURED
Tyson Project Management Group, LLC
dba TM Group
1301 K Street NW, Suite 300
Washington, DC 20005

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			P6602N271111TIL25	02/17/2025	02/17/2026	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
D	AUTOMOBILE LIABILITY			BA2N2085522543G	02/17/2025	02/17/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X HPD-Comp:1000 X HPD-Comp:1000							$
A	X UMBRELLA LIAB X OCCUR			CUP2N2714732543	02/17/2025	02/17/2026	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			UB2N2079242543G	02/17/2025	02/17/2026	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	CRIME-Client Prop			107226438	02/17/2025	02/17/2026	$100,000; Ret $2,500	
C	CYBER LIABILITY			107226438	02/17/2025	03/05/2025	$1,000,000	
C	CYBER LIABILITY			107226438	03/05/2025	02/17/2026	$5,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Insurer A | PROP/Inland Marine | Pol. No. P6602N271111TIL25 | Eff: 2/17/2025 2/17/2026 | Limit: Blanket per item/aggregate $100,000/Ded: $1,000 | SpecForm/ACV | Unsched Rented/Borrowed/Leased Contractor's Tools and Equipment

The General Liability policy includes an automatic Additional Insured endorsement that provides Additional (See Attached Descriptions)

CERTIFICATE HOLDER
University of the District of Columbia
4200 Connecticut Avenue NW
Washington, DC 20008

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

Insured status to University of the District of Columbia, only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured. A Waiver of Subrogation applies in favor of the University of the District of Columbia for all claims made against the District.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section **III** – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

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(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV** – Commercial General Liability Conditions.

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

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c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR SERVICE INDUSTRIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Who Is An Insured – Unnamed Subsidiaries

B. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees And Co-Volunteer Workers

C. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies

D. Blanket Additional Insured – Broad Form Vendors

E. Blanket Additional Insured – Controlling Interest

F. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers

G. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises

H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

I. Blanket Additional Insured – Grantors Of Franchises

J. Incidental Medical Malpractice

K. Blanket Waiver Of Subrogation

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

B. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to

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your other "volunteer workers" while performing duties related to the conduct of your business.

C. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1**. of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization, other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

D. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

a. Occurs subsequent to the signing of that contract or agreement; and

b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such vendor does not apply to:

(1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;

(2) Any change in "your products" made by such vendor;

(3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";

(5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or

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(6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or

b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

E. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph **4.** of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

F. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

G. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings,

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canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

I. BLANKET ADDITIONAL INSURED – GRANTORS OF FRANCHISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that grants a franchise to you is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of your operations in the franchise granted by that person or organization.

If a written contract or agreement exists between you and such additional insured, the limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist, occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

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5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

K. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. **BROAD FORM NAMED INSURED**

B. **BLANKET ADDITIONAL INSURED**

C. **EMPLOYEE HIRED AUTO**

D. **EMPLOYEES AS INSURED**

E. **SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

F. **HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS**

G. **WAIVER OF DEDUCTIBLE – GLASS**

H. **HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

I. **PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

J. **PERSONAL PROPERTY**

K. **AIRBAGS**

L. **NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

M. **BLANKET WAIVER OF SUBROGATION**

N. **UNINTENTIONAL ERRORS OR OMISSIONS**

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

   (1) Any covered "auto" you lease, hire, rent or borrow; and

   (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

THIS POLICY, INPART, PROVIDES FOLLOW-FORM LIABILITY COVERAGE.

COVERAGE WILL APPLY ON A CLAIMS-MADE BASIS WHEN FOLLOWING CLAIMS-MADE UNDERLYING INSURANCE.

COVERAGE WILL APPLY ON A DEFENSE-WITHIN-LIMITS BASIS WHEN FOLLOWING UNDERLYING INSURANCE UNDER WHICH DEFENSE EXPENSES ARE PAYABLE WITHIN, AND NOT IN ADDITION TO, THE LIMITS OF INSURANCE. WHEN FOLLOWING SUCH UNDERLYING INSURANCE, PAYMENT OF DEFENSE EXPENSES UNDER THIS POLICY WILL REDUCE, AND MAY EXHAUST, THE LIMITS OF INSURANCE OF THIS POLICY.

PLEASE READ THE ENTIRE POLICY CAREFULLY.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI – DEFINITIONS**.

SECTION I – COVERAGES

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

1. We will pay on behalf of the insured those sums, in excess of the "applicable underlying limit", that the insured becomes legally obligated to pay as damages to which Coverage **A** of this insurance applies, provided that the "underlying insurance" would apply to such damages but for the exhaustion of its applicable limits of insurance. If a sublimit is specified in any "underlying insurance", Coverage **A** of this insurance applies to damages that are in excess of that sublimit only if such sublimit is shown for that "underlying insurance" in the Schedule Of Underlying Insurance.

2. Coverage **A** of this insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance", except with respect to any provisions to the contrary contained in this insurance.

3. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**.

4. For the purposes of Paragraph **1.** above:

a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance will be considered to be reduced or exhausted only by the following payments:

(1) Payments of judgments or settlements for damages that are covered by that "underlying insurance". However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for damages that would not be covered by this Excess Follow-Form And Umbrella Liability

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Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance";

(2) Payments of "medical expenses" that are covered by that "underlying insurance" and are incurred for "bodily injury" caused by an accident that takes place during the policy period of this Excess Follow-Form And Umbrella Liability Insurance; or

(3) Payments of defense expenses that are covered by that "underlying insurance", only if such "underlying insurance" includes such payments within the limits of insurance. However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for defense expenses that would not be covered by this Excess Follow-Form And Umbrella Liability Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance".

If the applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance is actually reduced or exhausted by other payments, Coverage **A** of this insurance is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had such limit not been actually reduced or exhausted by such other payments.

b. If any "underlying insurance" has a limit of insurance greater than the amount shown for that insurance in the Schedule of Underlying Insurance, this insurance will apply in excess of that greater amount. If any "underlying insurance" has a limit of insurance, prior to any reduction or exhaustion by payment of damages, "medical expenses" or defense expenses described in Paragraph **a.** above, that is less than the amount shown for that insurance in the Schedule Of Underlying Insurance, this insurance will apply in excess of the amount shown for such insurance in the Schedule Of Underlying Insurance.

5. When the "underlying insurance" applies on a claims-made basis and includes a retroactive date provision, the retroactive date for Coverage **A** of this insurance is the same as the retroactive date of that "underlying insurance".

B. COVERAGE B – UMBRELLA LIABILITY

1. We will pay on behalf of the insured those sums in excess of the "self-insured retention" that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which Coverage **B** of this insurance applies.

2. Coverage **B** of this insurance applies to "bodily injury" or "property damage" only if:

a. The "bodily injury" or "property damage" is caused by an "occurrence" that takes place anywhere in the world;

b. The "bodily injury" or "property damage" occurs during the policy period; and

c. Prior to the policy period, no insured listed under Paragraph **1.** in Paragraph **B.**, **COVERAGE B – UMBRELLA LIABILITY**, of **SECTION II – WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, in whole or in part, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

3. Coverage **B** of this insurance applies to "personal injury" or "advertising injury" caused by an offense arising out of your business, but only if the offense was committed during the policy period anywhere in the world.

4. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**.

5. "Bodily injury" or "property damage":

a. Which occurs during the policy period; and

b. Which was not prior to, but was during, the policy period known to have occurred by any insured listed under Paragraph **1.** in Paragraph **B.**, **COVERAGE B – UMBRELLA LIABILITY** of **SECTION II – WHO IS AN INSURED**, or any "employee" authorized by you to give notice of an "occurrence" or claim;

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includes any continuation, change or resumption of the "bodily injury" or "property damage" after the end of the policy period.

6. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** in Paragraph **B.**, **COVERAGE B – UMBRELLA LIABILITY**, of **SECTION II – WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

a. Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

b. Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

c. Becomes aware by any other means that the "bodily injury" or "property damage" has occurred or has begun to occur.

7. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

8. Coverage **B** of this insurance does not apply to damages covered by any "underlying insurance" or that would have been covered by any "underlying insurance" but for the exhaustion of its applicable limit of insurance.

C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES

1. We will reimburse the insured, or pay on the insured's behalf, "crisis management service expenses" to which Coverage **C** applies.

2. Coverage **C** of this insurance applies to "crisis management service expenses" that:

a. Arise out of a "crisis management event" that first commences during the policy period;

b. Are incurred by the insured, after a "crisis management event" first commences and before such event ends; and

c. Are submitted to us within 180 days after the "crisis management advisor" advises you that the "crisis management event" no longer exists.

3. A "crisis management event" will be deemed to:

a. First commence at the time when any "executive officer" first becomes aware of an "event" or "occurrence" that leads to that "crisis management event"; and

b. End when we decide that the crisis no longer exists or when the Crisis Management Service Expenses Limit has been exhausted, whichever occurs first.

4. The amount we will pay for "crisis management service expenses" is limited as described in **SECTION III – LIMITS OF INSURANCE**.

5. A "self-insured retention" does not apply to "crisis management service expenses".

6. Any payment of "crisis management service expenses" that we make will not be determinative of our obligations under this insurance with respect to any claim or "suit" or create any duty to defend or indemnify any insured for any claim or "suit".

D. DEFENSE AND SUPPLEMENTARY PAYMENTS

1. We will have the right and duty to defend the insured:

a. Under Coverage **A**, against a "suit" seeking damages to which such coverage applies, if:

(1) The "applicable underlying limit" is the applicable limit of insurance stated for a policy of "underlying insurance" in the Schedule Of Underlying Insurance and such limit has been exhausted solely due to payments as permitted in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**; or

(2) The "applicable underlying limit" is the applicable limit of any "other insurance" and such limit has been exhausted by payments of judgments, settlements or medical expenses, or related costs or expenses (if such costs or expenses reduce such limits).

For any "suit" for which we have the right and duty to defend the insured under Coverage **A**, defense expenses will be within the limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance"; or

b. Under Coverage **B**, against a "suit" seeking damages to which such coverage applies.

2. We have no duty to defend any insured against any "suit":

a. Seeking damages to which this insurance does not apply; or

b. If any other insurer has a duty to defend.

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3. When we have the duty to defend, we may, at our discretion, investigate and settle any claim or "suit". In all other cases, we may, at our discretion, participate in the investigation, defense and settlement of any claim or "suit" for damages to which this insurance may apply. If we exercise such right to participate, all expenses we incur in doing so will not reduce the applicable limits of insurance.

4. Our duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements, or defense expenses if such expenses are within the limits of insurance of this policy.

5. We will pay, with respect to a claim we investigate or settle, or "suit" against an insured we defend:

a. All expenses we incur.

b. The cost of:

(1) Bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this insurance applies; or

(2) Appeal bonds and bonds to release attachments;

but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of such claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

f. All interest that accrues on the full amount of any judgment after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance. If we do not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, we will not pay any interest that accrues on that portion of the judgment.

With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY**, these payments will not reduce the applicable limits of insurance, but only if the applicable "underlying insurance" provides for such payments in addition to its limits of insurance. With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE B – UMBRELLA LIABILITY**, these payments will not reduce the applicable limits of insurance.

SECTION II – WHO IS AN INSURED

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

With respect to Coverage **A**, the following persons and organizations qualify as insureds:

1. The Named Insured shown in the Declarations; and

2. Any other person or organization qualifying as an insured in the "underlying insurance". If you have agreed to provide insurance for that person or organization in a written contract or agreement:

a. The limits of insurance afforded to such person or organization will be:

(1) The amount by which the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement exceed the total limits of insurance of all applicable "underlying insurance"; or

(2) The limits of insurance of this policy;

whichever is less; and

b. Coverage under this policy does not apply to such person or organization if the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement are wholly within the total limits of insurance of all available applicable "underlying insurance".

B. COVERAGE B – UMBRELLA LIABILITY

With respect to Coverage **B**:

1. The Named Insured shown in the Declarations is an insured.

2. If you are:

a. An individual, your spouse is also an insured, but only with respect to the conduct of a business of which you are the sole owner.

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b. A partnership or joint venture, your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, your members are also insureds, but only with respect to the conduct of your business. Your managers are also insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, your "officers" and directors are also insureds, but only with respect to their duties as your "officers" or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, your trustees are also insureds, but only with respect to their duties as trustees.

3. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Property damage" to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees" or "volunteer workers", any of your partners or members (if you are a partnership or joint venture), or any of your members (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

4. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you

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maintain an ownership interest of more than 50%, on the first day of the policy period is an insured and will qualify as a Named Insured. No such organization is an insured or will qualify as a Named Insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

5. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, is an insured and will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage for such organization does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal injury" or "advertising injury" arising out of an offense committed;

before you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Paragraph **B.** of **SECTION II – WHO IS AN INSURED**.

C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES

With respect to Coverage **C**, the following persons and organizations are insureds and will qualify as Named Insureds:

1. The Named Insured shown in the Declarations.

2. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, on the first day of the policy period. No such organization is an insured or will qualify as a Named Insured for "crisis management service expenses" arising out of a "crisis management event" that first commences after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage for such organization does not apply to "crisis management service expenses" arising out of a "crisis management event" that occurred before you acquired or formed the organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis management event" after the date you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

A. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay for the amounts described below to which this insurance applies regardless of the number of:

1. Insureds;

2. Claims made or "suits" brought;

3. Number of vehicles involved;

4. Persons or organizations making claims or bringing "suits"; or

5. Coverages provided under this insurance.

As indicated in Paragraph **D.1.** of **SECTION I – COVERAGES**, for any "suit" for which we have the right and duty to defend the insured under Coverage **A**, defense expenses will be within the limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance".

B. The General Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and

2. Defense expenses if such expenses are within the limits of insurance of this policy;

except:

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1. Damages and defense expenses because of "bodily injury" or "property damage" included in the "auto hazard";
2. Damages and defense expenses because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; or
3. Damages and defense expenses for which insurance is provided under any Aircraft Liability coverage included as "underlying insurance" to which no aggregate limit applies.

C. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and
2. Defense expenses if such expenses are within the limits of insurance of this policy;

because of "bodily injury" or "property damage" included in the "products-completed operations hazard".

D. Subject to Paragraph **B.** or **C.** above, whichever applies, the Occurrence Limit is the most we will pay for the sum of all:

1. Damages, and defense expenses if such expenses are within the limits of insurance of this policy, under Coverage **A** arising out of any one "event" to which the "underlying insurance" applies a limit of insurance that is separate from any aggregate limit of insurance; and
2. Damages under Coverage **B** because of all "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence".

For the purposes of determining the applicable Occurrence Limit, all related acts or omissions committed in the providing or failing to provide first aid or "Good Samaritan services" to any one person will be considered one "occurrence".

E. The Crisis Management Service Expenses Limit is the most we will pay for the sum of all "crisis management service expenses" arising out of all "crisis management events". Payment of such "crisis management service expenses" is in addition to, and will not reduce, any other limit of insurance of this policy.

F. The limits of insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

SECTION IV – EXCLUSIONS

This insurance does not apply to:

A. With respect to Coverage **A** and Coverage **B**:

1. Asbestos

a. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the damages are caused or contributed to by the hazardous properties of asbestos.

b. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any damages described in Paragraph **a.** above.

c. Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

2. Employment-Related Practices

Damages because of injury to:

a. A person arising out of any:

(1) Refusal to employ that person;

(2) Termination of that person's employment; or

(3) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment, applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is

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committed before, during or after the time of that person's employment; or

b. The spouse, child, parent, brother or sister of that person as a consequence of injury to that person as described in Paragraphs **a.(1)**, **(2)** or **(3)** above.

This exclusion applies:

a. Whether the insured may be liable as an employer or in any other capacity; and

b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

3. ERISA, COBRA And Similar Laws

Any obligation of the insured under:

a. The Employees Retirement Income Security Act Of 1974 (ERISA) or any of its amendments;

b. The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) or any of its amendments; or

c. Any similar common or statutory law of any jurisdiction.

4. Medical Expenses Or Payments

Any obligation of the insured under any "medical expenses" or medical payments coverage.

5. Nuclear Material

Damages arising out of:

a. The actual, alleged or threatened exposure of any person or property to; or

b. The "hazardous properties" of;

any "nuclear material".

As used in this exclusion:

a. "Hazardous properties" includes radioactive, toxic or explosive properties;

b. "Nuclear material" means "source material", "special nuclear material" or "by-product material"; and

c. "Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or any of its amendments.

6. Uninsured or Underinsured Motorists, No-Fault And Similar Laws

Any liability imposed on the insured, or the insured's insurer, under any of the following laws:

a. Uninsured motorists;

b. Underinsured motorists;

c. Auto no-fault or other first-party personal injury protection (PIP);

d. Supplementary uninsured/underinsured motorists (New York); or

e. Medical expense benefits and income loss benefits (Virginia).

7. War

Damages arising out of:

a. War, including undeclared or civil war; or

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

8. Workers Compensation And Similar Laws

Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

B. With respect to Coverage **B**:

1. Expected Or Intended Bodily Injury Or Property Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. Contractual Liability

"Bodily injury", "property damage", "personal injury" or "advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

3. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be liable by reason of:

a. Causing or contributing to the intoxication of any person, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on your premises for consumption on your premises;

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b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

4. Employers Liability

"Bodily injury" to:

a. An "employee" of the insured arising out of and in the course of:

(1) Employment by the insured; or

(2) Performing duties related to the conduct of the insured's business; or

b. The spouse, child, parent, brother or sister of that "employee" as a consequence of "bodily injury" described in Paragraph **a.** above.

This exclusion applies:

a. Whether the insured may be liable as an employer or in any other capacity; and

b. To any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

5. Pollution

a. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".

b. Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or any other person or organization test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

6. Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is owned or operated by or rented or loaned to any insured.

7. Auto

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any "auto". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any "auto".

This exclusion does not apply to "bodily injury" or "property damage" caused by an "occurrence" that takes place outside of the United States of America (including its territories and possessions), Puerto Rico and Canada.

8. Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to a watercraft:

a. While ashore on premises owned by or rented to any insured; or

b. That is 50-feet long or less and that:

(1) You own; or

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(2) You do not own and is not being used to carry any person or property for a charge.

9. Electronic Data

Damages claimed for the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

10. Damage To Property, Products Or Work

"Property damage" to:

a. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person or organization, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

b. Premises you sell, give away or abandon if the "property damage" arises out of any part of those premises;

c. Property loaned to you;

d. Personal property in the care, custody or control of the insured;

e. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations if the "property damage" arises out of those operations;

f. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it;

g. "Your product" arising out of "your product" or any part of it; or

h. "Your work" arising out of "your work" or any part of it and included in the "products-completed operations hazard".

11. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property", or property that has not been physically injured, arising out of:

a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

b. A delay or failure by you, or anyone acting on your behalf, to fulfill the terms of a contract or agreement.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

12. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

a. "Your product";

b. "Your work"; or

c. "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

13. Violation Of Consumer Financial Protection Laws

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of a "consumer financial protection law", or any other "bodily injury", "property damage", "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such violation.

14. Unsolicited Communication

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

15. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

16. Knowing Violation Of Rights Of Another

"Personal injury" or "advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal injury" or "advertising injury".

17. Material Published With Knowledge Of Falsity

"Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

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18. Material Published Or Used Prior To Policy Period

a. "Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

b. "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

19. Criminal Acts

"Personal injury" or "advertising injury" arising out of a criminal act committed by or at the direction of the insured.

20. Breach Of Contract

"Personal injury" or "advertising injury" arising out of a breach of contract.

21. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

22. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

23. Intellectual Property

"Personal injury" or "advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

a. Copyright;

b. Patent;

c. Trade dress;

d. Trade name;

e. Trademark;

f. Trade secret; or

g. Other intellectual property rights or laws.

This exclusion does not apply to:

a. "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

b. Any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

24. Insureds In Media And Internet Type Business

"Personal injury" or "advertising injury" arising out of an offense committed by an insured whose business is:

a. Advertising, "broadcasting" or publishing;

b. Designing or determining content of web-sites for others; or

c. An Internet search, access, content or service provider.

This exclusion does not apply to Paragraphs **a.(1)**, **(2)** and **(3)** of the definition of "personal injury".

For the purposes of this exclusion:

a. Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

b. The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

25. Electronic Chatrooms Or Bulletin Boards

"Personal injury" or "advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns or over which the insured exercises control.

26. Unauthorized Use Of Another's Name Or Product

"Personal injury" or "advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

C. With respect to Coverage **C**:

Newly Acquired, Controlled Or Formed Entities

"Crisis management service expenses" arising out of a "crisis management event" that involves any organization you newly acquire or form and that occurred prior to the date you acquired or formed that organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis

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management event" after the date you acquired or formed such organization.

SECTION V – CONDITIONS

A. APPEALS

1. If the insured or the insured's "underlying insurer" elects not to appeal a judgment which exceeds the "applicable underlying limit" or "self-insured retention", we may do so.

2. If we appeal such a judgment, we will pay all costs of the appeal. These payments will not reduce the applicable limits of insurance. In no event will our liability exceed the applicable limit of insurance.

B. BANKRUPTCY

1. Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this insurance.

2. In the event of bankruptcy or insolvency of any "underlying insurer", this insurance will not replace such bankrupt or insolvent "underlying insurer's" policy, and this insurance will apply as if such "underlying insurer" had not become bankrupt or insolvent.

C. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this insurance by mailing or delivering to us advance written notice of cancellation.

2. We may cancel this insurance by mailing or delivering to such first Named Insured written notice of cancellation at least:

a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

b. 60 days before the effective date of cancellation if we cancel for any other reason.

3. We will mail or deliver our notice to such first Named Insured's last mailing address known to us.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this insurance is cancelled, we will send such first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If such first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.

D. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. No change can be made in the terms of this insurance except with our consent. The terms of this insurance can be amended or waived only by endorsement issued by us and made a part of this policy.

E. CURRENCY

Payments for damages or expenses described in Paragraph **5.** of Paragraph **D.**, **DEFENSE AND SUPPLEMENTARY PAYMENTS**, of **SECTION I – COVERAGES** will be in the currency of the United States of America. At our sole option, we may make these payments in a different currency. Any necessary currency conversion for such payments will be calculated based on the rate of exchange published in the Wall Street Journal immediately preceeding the date the payment is processed.

F. DUTIES REGARDING AN EVENT, OCCURRENCE, CLAIM OR SUIT

1. You must see to it that we are notified as soon as practicable of an "event" or "occurrence" which may result in a claim under this insurance. To the extent possible, notice should include:

a. How, when and where the "event" or "occurrence" took place;

b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the names and addresses of any witnesses; and

c. The nature and location of any injury or damage arising out of the "event" or "occurrence".

2. If a claim is made or "suit" is brought against any insured which may result in a claim under this insurance, you must see to it that we receive written notice of the claim or "suit" as soon as practicable.

3. With respect to Coverage **A**, the insured must:

a. Cooperate with us in the investigation, settlement or defense of any claim or "suit";

b. Comply with the terms of the "underlying insurance"; and

c. Pursue all rights of contribution or indemnity against any person or organization who may be liable to the insured because of the injury, damage or loss for which insurance is provided under

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this policy or any policy of "underlying insurance".

4. With respect to Coverage **B**, the insured must:
   a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
   b. Authorize us to obtain necessary records and other information;
   c. Cooperate with us in the investigation, settlement or defense of any claim or "suit"; and
   d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which Coverage **B** may apply.
5. No insured will, except at that insured's own expense, voluntarily make a payment, assume any obligation, make any admission or incur any expense, other than for first aid for "bodily injury" covered by this insurance, without our consent.
6. Knowledge of an "event", "occurrence", claim or "suit" by your agent, servant or "employee" will not constitute knowledge by you, unless your insurance or risk manager, or anyone working in the capacity as your insurance or risk manager, or anyone you designate with the responsibility of reporting an "event", "occurrence", claim or "suit":
   a. Has received notice of such "event", "occurrence", claim or "suit" from such agent, servant or "employee"; or
   b. Otherwise has knowledge of such "event", "occurrence", claim or "suit".

G. DUTIES REGARDING A CRISIS MANAGEMENT EVENT

You must:

1. Notify us within 30 days of a "crisis management event" that may result in "crisis management service expenses".
2. Provide written notice of the "crisis management event" as soon as practicable. To the extent possible, notice should include:
   a. How, when and where that "crisis management event" took place;
   b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the named and addresses of any witnesses;
   c. The nature and location of any injury or damage arising out of that "crisis management event"; and
   d. The reason that "crisis management event" is likely to involve damages covered by this insurance in excess of the "applicable underlying limit" or "self-insured retention" and involve regional or national media coverage.

H. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this insurance:

1. At any time during the policy period;
2. Up to three years after the end of the policy period; and
3. Within one year after final settlement of all claims under this insurance.

I. EXTENDED REPORTING PERIOD OPTION

1. When the "underlying insurance" applies on a claims-made basis, any automatic or basic "extended reporting period" in such "underlying insurance" will apply to this insurance.
2. When the "underlying insurance" applies on a claims-made basis and you elect to purchase an optional or supplemental "extended reporting period" in such "underlying insurance," that "extended reporting period" will apply to this insurance only if:
   a. A written request to purchase an Extended Reporting Period endorsement for this insurance is made by you and received by us within 90 days after the end of the policy period;
   b. You have paid all premiums due for this policy at the time you make such request;
   c. You promptly pay the additional premium we charge for the Extended Reporting Period endorsement for this insurance when due. We will determine that additional premium after we have received your request for the Extended Reporting Period endorsement for this insurance. That additional premium is not subject to any limitation stated in the "underlying insurance" on the amount or percentage of additional premium that may be charged for the "extended reporting period" in such "underlying insurance"; and

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d. That Extended Reporting Period endorsement is issued by us and made a part of this policy.

3. Any Extended Reporting Period endorsement for this insurance will not reinstate or increase the Limits of Insurance or extend the policy period.

4. Except with respect to any provisions to the contrary contained in Paragraphs **1.**, **2.** or **3.** above, all provisions of any option to purchase an "extended reporting period" granted to you in the "underlying insurance" apply to this insurance.

J. INSPECTIONS AND SURVEYS

1. We have the right but are not obligated to:

a. Make inspections and surveys at any time;

b. Give you reports on the conditions we find; and

c. Recommend changes.

2. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:

a. Are safe or healthful; or

b. Comply with laws, regulations, codes or standards.

K. LEGAL ACTION AGAINST US

1. No person or organization has a right under this insurance:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this insurance unless all of its terms have been fully complied with.

2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:

a. Are not payable under the terms of this insurance; or

b. Are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

L. MAINTENANCE OF UNDERLYING INSURANCE

1. The insurance afforded by each policy of "underlying insurance" will be maintained for the full policy period of this Excess Follow-Form And Umbrella Liability Insurance. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**. As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, Coverage **A** is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.

2. The first Named Insured shown in the Declarations must give us written notice of any change in the "underlying insurance" as respects:

a. Coverage;

b. Limits of insurance;

c. Termination of any coverage; or

d. Exhaustion of aggregate limits.

3. If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of the "underlying insurance", Coverage **A** is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

M. OTHER INSURANCE

This insurance is excess over any valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing, excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization that qualifies as an insured under this insurance must apply on a primary basis, or a primary and non-contributory basis, then insurance provided under Coverage **A** is subject to the following provisions:

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1. This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.

2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

N. PREMIUM

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.

2. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph **4.** below.

3. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.

4. Additional premium may become payable when coverage is provided for additional insureds under the provisions of **SECTION II – WHO IS AN INSURED**.

O. PREMIUM AUDIT

The premium for this policy is the amount stated in Item **5.** of the Declarations. The premium is a flat charge unless it is specified in the Declarations as adjustable.

P. PROHIBITED COVERAGE – UNLICENSED INSURANCE

1. With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.

2. We do not assume responsibility for:

a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or

b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Q. PROHIBITED COVERAGE – TRADE OR ECONOMIC SANCTIONS

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or

2. Any other applicable trade or economic sanction, prohibition or restriction.

R. REPRESENTATIONS

By accepting this insurance, you agree:

1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;

2. Those statements are based upon representations you made to us; and

3. We have issued this insurance in reliance upon your representations.

S. SEPARATION OF INSUREDS

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured shown in the Declarations, this insurance applies:

1. As if each Named Insured were the only Named Insured; and

2. Separately to each insured against whom claim is made or "suit" is brought.

T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and the insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us, and with respect to Coverage **A**, the "underlying insurer", enforce them.

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the

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execution of that contract or agreement by such insured.

2. Reimbursement of any amount recovered will be made in the following order:

a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance;

b. Next, to us; and

c. Then, to any person or organization (including the insured and with respect to Coverage **A**, the "underlying insurer") that is entitled to claim the remainder, if any.

3. Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

U. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE

1. Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.

2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

V. UNINTENTIONAL OMISSION OR ERROR

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

W. WHEN LOSS IS PAYABLE

If we are liable under this insurance, we will pay for injury, damage or loss after:

1. The insured's liability is established by:

a. A court decision; or

b. A written agreement between the claimant, the insured, any "underlying insurer" and us; and

2. The amount of the "applicable underlying limit" or "self-insured retention" is paid by or on behalf of the insured.

SECTION VI – DEFINITIONS

A. With respect to all coverages of this insurance:

1. "Applicable underlying limit" means the sum of:

a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance subject to the provisions in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**; and

b. The applicable limit of insurance of any "other insurance" that applies.

The limits of insurance in any policy of "underlying insurance" will apply even if:

a. The "underlying insurer" claims the insured failed to comply with any term or condition of the policy; or

b. The "underlying insurer" becomes bankrupt or insolvent.

2. "Auto hazard" means all "bodily injury" and "property damage" to which liability insurance afforded under an auto policy of "underlying insurance" would apply but for the exhaustion of its applicable limits of insurance.

3. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

4. "Event" means an "occurrence", offense, accident, act, error, omission, wrongful act or loss.

5. "Extended reporting period" means any period of time, starting with the end of the policy period of your claims-made insurance, during which claims or "suits" may be first made, brought or reported for that insurance.

6. "Medical expenses" means expenses to which any Medical Payments section of any policy of Commercial General Liability "underlying insurance" applies.

7. "Other insurance" means insurance, or the funding of losses, that is provided by, through or on behalf of:

a. Another insurance company;

b. Us or any of our affiliated insurance companies;

c. Any risk retention group;

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d. Any self-insurance method or program, in which case the insured will be deemed to be the provider of such insurance; or

e. Any similar risk transfer or risk management method.

"Other insurance" does not include:

a. Any "underlying insurance"; or

b. Any policy of insurance specifically purchased to be excess of the limits of insurance of this policy shown in the Declarations.

8. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all the work called for in your contract has been completed;

(b) When all the work to be done at the job site has been completed if your contract calls for work at more than one job site; or

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification listed in a policy of Commercial General Liability "underlying insurance" states that products-completed operations are subject to the General Aggregate Limit.

9. "Suit" means a civil proceeding which alleges damages. "Suit" includes:

a. An arbitration proceeding in which damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding to which the insured submits with our consent.

10. "Underlying insurance":

a. Means the policy or policies of insurance listed in the Schedule Of Underlying Insurance.

b. Includes any renewal or replacement of such policies if such renewal or replacement is during the policy period of this Excess Follow-Form And Umbrella Liability Insurance.

c. Does not include any part of the policy period of any of the policies described in Paragraphs **a.** or **b.** above that began before, or that continues after, the policy period of this Excess Follow-Form And Umbrella Liability Insurance.

11. "Underlying insurer" means any insurer which provides a policy of insurance listed in the Schedule Of Underlying Insurance.

B. With respect to Coverage **B** and, to the extent that the following terms are not defined in the "underlying insurance", to Coverage **A**:

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Advertising injury":

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a. Means injury, other than "personal injury", caused by one or more of the following offenses:

(1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;

(2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light; or

(3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

3. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

4. "Bodily injury" means:

a. Physical harm, including sickness or disease, sustained by a person; or

b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.

5. "Broadcasting" means transmitting any audio or visual material for any purpose:

a. By radio or television; or

b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:

(1) Radio or television programming being transmitted;

(2) Other entertainment, educational, instructional, music or news programming being transmitted; or

(3) Advertising transmitted with any such programming.

6. "Consumer financial identity information" means any of the following information for a person that is used or collected for the purpose of serving as a factor in establishing such person's eligibility for personal credit, insurance or employment or for the purpose of conducting a business transaction:

a. Part or all of the account number, the expiration date or the balance of any credit, debit, bank or other financial account;

b. Information bearing on a person's credit worthiness, credit standing or credit capacity;

c. Social security number;

d. Driver's license number; or

e. Birth date.

7. "Consumer financial protection law" means:

a. The Fair Credit Reporting Act (FCRA) and any of its amendments, including the Fair and Accurate Credit Transactions Act (FACTA);

b. California's Song-Beverly Credit Card Act and any of its amendments; or

c. Any other law or regulation that restricts or prohibits the collection, dissemination, transmission, distribution or use of "consumer financial identity information".

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

10. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

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b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

11. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

12. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

13. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads.

b. Vehicles maintained for use solely on or next to premises you own or rent.

c. Vehicles that travel on crawler treads.

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers.

e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers.

f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

14. "Occurrence" means:

a. With respect to "bodily injury" or "property damage":

(1) An accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results in "bodily injury" or "property damage". All "bodily injury" or "property damage" caused by such exposure to substantially the same general harmful conditions will be deemed to be caused by one "occurrence"; or

(2) An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor, unless you are in the business or occupation of providing professional health care services;

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b. With respect to "personal injury", an offense arising out of your business that results in "personal injury". All "personal injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits"; and

c. With respect to "advertising injury", an offense committed in the course of advertising your goods, products and services that results in "advertising injury". All "advertising injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits".

15. "Officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

16. "Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

(1) False arrest, detention or imprisonment;

(2) Malicious prosecution;

(3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

(4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

(5) Oral or written publication, including publication by electronic means, of material that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

17. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

18. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

19. "Self-insured retention" is the greater of:

a. The amount shown in the Declarations which the insured must first pay under Coverage **B** for damages because of all "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence"; or

b. The applicable limit of insurance of any "other insurance" that applies.

20. "Slogan":

a. Means a phrase that others use for the purpose of attracting attention in their advertising.

b. Does not include a phrase used as, or in, the name of:

(1) Any person or organization other than you; or

(2) Any business, or any of the premises, goods, products, services or work, of any person or organization other than you.

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21. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

22. "Title" means the name of a literary or artistic work.

23. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

24. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed by you.

25. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

26. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

C. With respect to Coverage **C**:

1. "Crisis management advisor" means any public relations firm or crisis management firm approved by us that is hired by you to perform "crisis management services" in connection with a "crisis management event".

2. "Crisis management event" means an "event" or "occurrence" that your "executive officer" reasonably determines has resulted, or may result, in:

a. Damages covered by this Coverage **A** or Coverage **B** that are in excess of the total applicable limits of the "underlying insurance" or "self-insured retention"; and

b. Significant adverse regional or national media coverage.

3. "Crisis management service expenses" means amounts incurred by you, after a "crisis management event" first commences and before such event ends:

a. For the reasonable and necessary:

(1) Fees and expenses of a "crisis management advisor" in the performance for you of "crisis management services" solely for a "crisis management event"; and

(2) Costs for printing, advertising, mailing of materials or travel by your directors, officers, employees or agents or a "crisis management advisor" solely for a "crisis management event"; and

b. For the following expenses resulting from such "crisis management event", provided that such expenses have been approved by us:

(1) Medical expenses;

(2) Funeral expenses;

(3) Psychological counseling;

(4) Travel expenses;

(5) Temporary living expenses;

(6) Expenses to secure the scene of a "crisis management event"; or

(7) Any other expenses pre-approved by us.

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4. "Crisis management services" means those services performed by a "crisis management advisor" in advising you or minimizing potential harm to you from a "crisis management event" by maintaining or restoring public confidence in you.

5. "Executive officer" means your:

a. Chief Executive Officer;

b. Chief Operating Officer;

c. Chief Financial Officer;

d. President;

e. General Counsel;

f. General partner (if you are a partnership); or

g. Sole proprietor (if you are a sole proprietorship);

or any person acting in the same capacity as any individual listed above.

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Living Wage Fact

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

MURIEL BOWSER
MAYOR

DR. UNIQUE MORRIS-HUGHES
DIRECTOR

LIVING WAGE ACT FACT SHEET

The Living Wage Act of 2006, D.C. Code §§ 2-220.01 – 2-220.11, provides that District of Columbia government contractors and recipients of government assistance (grants, loans, tax increment financing), in the amount of $100,000 or more, shall pay affiliated employees wages at no less than the current living wage rate.

Effective January 1, 2025 until June 30, 2025, the Living Wage rate is $17.50 per hour.
Effective July 1, 2025, the District's Minimum Wage and Living Wage rates will increase to $17.95 per hour.

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

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

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

1. Contracts or other agreements that are subject to higher wage level determinations required by federal law (i.e., if a contract is subject to the Service Contract Act and certain wage rates are lower than the District's current living wage, the contractor must pay the higher of the two rates);

2. Existing and future collective bargaining agreements, provided that the future collective bargaining agreement results in the employee being paid no less than the current living wage;

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

4. Contracts for services needed immediately to prevent or respond to a disaster or 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;

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

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

8. Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to Section 501 (c) (3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68 A 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 persons with intellectual disabilities as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983; D.C. Official Code § 44-501; and

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

Enforcement

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

Home Care Final Rule: The Department of Labor extended overtime protections to home care workers and workers who provide companionship services. Employers within this industry are now subject to recordkeeping provisions.

If you learn that a contractor subject to this law is not paying at least the current living wage, you should report it to the contracting officer. If you believe that your employer is subject to this law and is not paying at least the current living wage, you may file a complaint with the DOES Office of Wage - Hour, located at 4058 Minnesota Avenue, N.E. Suite 3600, Washington, D.C. 20019, call (202) 671-1880, or file your claim on-line: www.does.dc.gov. Go to "File a Claim" tab.

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

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

Living Wage Notice

THE LIVING WAGE ACT OF 2006

D.C. Code §§ 2-220.01 – 2-220.11

Recipients of new contracts or government assistance shall pay affiliated employees and subcontractors who perform services under the contracts no less than the current living wage.

Effective January 1, 2025 until June 30, 2025, the Living Wage rate is $17.50 per hour. Effective July 1, 2025, the District's Minimum Wage and Living Wage rates will increase to $17.95 per hour.

The requirement to pay a living wage applies to:

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

"Contract" means a written agreement between a recipient and the District government.
"Government assistance" means a grant, loan, or tax increment financing that result in a financial benefit from an agency, commission, instrumentality, or other entity of the District government.
"Affiliated employee" means any individual employed by a recipient who received compensation directly from government assistance or a contract with the District of Columbia government, including employees of the District of Columbia, any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or contract. The term "affiliated employee" does not include those individuals who perform only intermittent or incidental services with respect to the contract or government assistance or who are otherwise employed by the contractor, recipient, or subcontractor.

Certain exemptions apply: 1) Contracts or agreements subject to wage determinations required by federal law which are higher than the wage required by this Act; 2) Existing and future collecting bargaining agreements, provided that the future agreement results in employees being paid no less than the current living wage; 3) contracts for electricity, telephone, water , sewer performed by regulated utilities; 4) contracts for services needed immediately to prevent or respond to a disaster or imminent threat declared by the Mayor; 5) contracts awarded to recipients that provide trainees with services, including but not limited to case management and job readiness services, provided the trainee does not replace employees; 6) employees under 22 years of age employed during a school vacation period, or enrolled as a full-time student who works less than 25 hours per week; 7) tenants or retail establishments that occupy property constructed or improved by government assistance, provided there is no receipt of direct District government assistance; 8) employees of nonprofit organizations that employ not more than 50 individuals and qualify for 501(c)(3) status; 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 persons with intellectual disabilities as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983; D.C. Code § 44-501; and 10) contracts or agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

Home Care Final Rule: The Department of Labor extended overtime protections to home care workers and workers who provide companionship services. Employers within this industry are now subject to recordkeeping provisions.

Each recipient and subcontractor of a recipient shall provide this notice to each affiliated employee covered by this notice, and shall also post this notice in a conspicuous site in its place of business. All recipients and subcontractors shall retain payroll records created and maintained in the regular course of business under District of Columbia law for a period of at least 3 years.

To file a claim, visit: Department of Employment Services, Office of Wage-Hour, 4058 Minnesota Avenue, NE, Suite 3600, Washington, D.C. 20019; call: (202) 671-1880; or file your claim on-line: does.dc.gov. Go to "File a Claim" tab.

Government of the District of Columbia Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts, dated March 2007

GOVERNMENT OF THE DISTRICT OF COLUMBIA

STANDARD CONTRACT PROVISIONS

FOR USE WITH

DISTRICT OF COLUMBIA GOVERNMENT
SUPPLIES AND SERVICES CONTRACTS

March 2007

OFFICE OF CONTRACTING AND PROCUREMENT
SUITE 700 SOUTH
441 4th STREET, NW
WASHINGTON, DC 20001

STANDARD CONTRACT PROVISIONS

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1. Covenant Against Contingent Fees:

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the District will have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of the commission, percentage, brokerage, or contingent fee.

2. Shipping Instructions – Consignment:

Unless otherwise specified in this Invitation for Bids/Request for Proposals, each case, crate, barrel, package, etc., delivered under this contract must be plainly stencil marked or securely tagged, stating the Contractor's name, contract number and delivery address as noted in the contract. In case of carload lots, the Contractor shall tag the car, stating Contractor's name and contract number. Any failure to comply with these instructions will place the material at the Contractor's risk. Deliveries by rail, water, truck or otherwise, must be within the working hours and in ample time to allow for unloading and if necessary, the storing of the materials or supplies before closing time. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the contact person identified in the contract at the delivery point.

3. Patents:

The Contractor shall hold and save the District, its officers, agents, servants, and employees harmless from liability of any nature or kind, including costs, expenses, for or on account of any patented or unpatented invention, article, process, or appliance, manufactured or used in the performance of this contract, including their use by the District, unless otherwise specifically stipulated in the contract.

4. Quality:

Contractor's workmanship shall be of the highest grade, and all materials provided under this Contract shall be new, of the best quality and grade, and suitable in every respect for the purpose intended.

5. Inspection Of Supplies:

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

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

(c) The Contractor shall provide and maintain an inspection system acceptable to the District covering supplies under this contract and shall tender to the District for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the

system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the District during contract performance and for as long afterwards as the contract requires. The District may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under this contract.

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

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

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

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

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

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

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

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

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

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

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

(m) If acceptance is not conclusive for any of the reasons in subparagraph (l) hereof, the District, in addition to any other rights and remedies provided by law, or under provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or noncompliance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the District will have the right to return the rejected materials at Contractor's risk and expense or contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the District thereby.

6. Inspection Of Services:

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

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

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

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

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

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

7. Waiver:

The waiver of any breach of the contract will not constitute a waiver of any subsequent breach thereof, or a waiver of the contract.

8. Default:

(a) The District may, subject to the provisions of paragraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:

(1) If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(b) In the event the District terminates this contract in whole or in part as provided in paragraph (a) of this clause, the District may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or service similar to those so terminated, and the Contractor shall be liable to the District for any excess costs for similar supplies or services; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

(c) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the District or Federal Government in either their sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without fault or negligence of the Contractor. If the failure to perform is caused by the default of the subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess cost for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

(d) If this contract is terminated as provided in paragraph (a) of this clause, the District, in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the District, in the manner and to the extent directed by the Contracting Officer, (i) completed supplies, and (ii) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures plans, drawing information, and contract rights (hereinafter called "manufacturing materials") as the Contractor has specifically produced or specifically acquired for the performance of such part of this contract as has been terminated; and the Contractor shall, upon direction of the Contracting Officer, protect and preserve property in possession of the Contractor in which the District has an interest. Payment for completed supplies delivered to and accepted by the District will be at the contract price. Payment for manufacturing materials delivered to and accepted by the District will be at the contract price. Payment for manufacturing materials delivered to and accepted by the District and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and Contracting Officer; failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes". The District may withhold from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sum as the Contracting Officer determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.

(e) If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination of convenience of the District, be the same as if the notice of termination had been issued pursuant to such clause. See Clause 20 for Termination for Convenience of the District.

(f) The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(g) As used in paragraph (c) of this clause, the terms "subcontractor(s) means subcontractor(s) at any tier.

9. Indemnification:

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 attorneys' fees), resulting from, arising out of, or in any way connected to activities or work performed by the Contractor, Contractor' s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor in performance of this Contract. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of this Contract. The Contractor shall also repair or replace any District property that is damaged by the Contractor, Contractor' s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor while performing work hereunder.

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 Contractor or any subcontractor, and shall survive the termination of this Contract. The District agrees to give Contractor written notice of any claim of indemnity under this section. Additionally, Contractor shall 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.

10. Transfer:

No contract or any interest therein shall be transferred by the parties to whom the award is made; such transfer will be null and void and will be cause to annul the contract.

11. Taxes:

(a) The Government of the District of Columbia is exempt from and will not pay Federal Excise Tax, Transportation Tax, and the District of Columbia Sales and Use Taxes.

(b) Tax exemption certificates are no longer issued by the District for Federal Excise Tax. The following statement may be used by the supplier when claiming tax deductions for Federal Excise Tax exempt items sold to the District.

"The District of Columbia Government is Exempt from Federal Excise Tax – Registration No. 52-73-0206-K, Internal Revenue Service, Baltimore, Maryland."

Exempt From Maryland Sales Tax, Registered With The Comptroller Of The Treasury As Follows:

a) Deliveries to Glenn Dale Hospital – Exemption No. 4647

b) Deliveries to Children' s Center – Exemption No. 4648

c) Deliveries to other District Departments or Agencies – Exemption No. 09339

"The District of Columbia Government is Exempt from Sales and Use Tax – Registration No. 53-600, The District of Columbia Office of Tax and Revenue."

12. Appointment of Attorney:

(a) The bidder/offeror or contractor (whichever the case may be) does hereby irrevocably designate and appoint the Clerk of the District of Columbia Superior Court and his successor in office as the true and lawful attorney of the Contractor for the purpose of receiving service of all notices and processes issued by any court in the District of Columbia, as well as service of all pleadings and other papers, in relation to any action or legal proceeding arising out of or pertaining to this contract or the work required or performed hereunder.

(b) The bidder/offeror or contractor (whichever the case may be) expressly agrees that the validity of any service upon the said Clerk as herein authorized shall not be affected either by the fact that the contractor was personally within the District of Columbia and otherwise subject to personal service at the time of such service upon the said Clerk or by the fact that the contractor failed to receive a copy of such process, notice or other paper so served upon the said Clerk provided the said Clerk shall have deposited in the United States mail, registered and postage prepaid, a copy of such process, notice, pleading or other paper addressed to the bidder/offeror or contractor at the address stated in this contract.

13. District Employees Not To Benefit:

Unless a determination is made as provided herein, no officer or employee of the District will be admitted to any share or part of this contract or to any benefit that may arise therefrom, and any contract made by the Contracting Officer or any District employee authorized to execute contracts in which they or an employee of the District will be personally interested shall be void, and no payment shall be made thereon by the District or any officer thereof, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit. A District employee shall not be a party to a contract with the District and will not knowingly cause or allow a business concern or other organization owned or substantially owned or controlled by the employee to be a party to such a contract, unless a written determination has been made by the head of the procuring agency that there is a compelling reason for contracting with the employee, such as when the District's needs cannot reasonably otherwise be met. (DC Procurement Practices Act of l985, D.C. Law 6-85, D.C. Official Code, section 2-310.01, and Chapter 18 of the DC Personnel Regulations)

The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

14. Disputes:

A. All disputes arising under or relating to this contract shall be resolved as provided herein.

B. Claims by a Contractor against the District.

Claim, as used in Section B of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that

contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

(a) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the Contracting Officer for a decision. The contractor's claim shall contain at least the following:

(1) A description of the claim and the amount in dispute;

(2) Any data or other information in support of the claim;

(3) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and

(4) The Contractor's request for relief or other action by the Contracting Officer.

(b) The Contracting Officer may meet with the Contractor in a further attempt to resolve the claim by agreement.

(c) For any claim of $50,000 or less, the Contracting Officer shall issue a decision within sixty (60) days from receipt of a written request from a Contractor that a decision be rendered within that period.

(d) For any claim over $50,000, the Contracting Officer shall issue a decision within ninety (90) days of receipt of the claim. Whenever possible, the Contracting Officer shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.

(e) The Contracting Officer's written decision shall do the following:

(1) Provide a description of the claim or dispute;

(2) Refer to the pertinent contract terms;

(3) State the factual areas of agreement and disagreement;

(4) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;

(5) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;

(6) Indicate that the written document is the contracting officer's final decision; and

(7) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

(f) Any failure by the Contracting Officer to issue a decision on a contract claim within the required time period will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as authorized by D.C. Official Code § 2-309.04.

(g) (1) If a Contractor is unable to support any part of his or her claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim.

(2) Liability under paragraph (g)(1) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.

(h) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor as authorized by D. C. Official Code § 2-309.04.

(i) Pending final decision of an appeal, action, or final settlement, a Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

C. Claims by the District against a Contractor

(a) Claim as used in Section C of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

(b) (1) All claims by the District against a Contractor arising under or relating to a contract shall be decided by the Contracting Officer.

(2) The Contracting Officer shall send written notice of the claim to the Contractor. The Contracting Officer's written decision shall do the following:

(a) Provide a description of the claim or dispute;

(b) Refer to the pertinent contract terms;

(c) State the factual areas of agreement and disagreement;

(d) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;

(e) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;

(f) Indicate that the written document is the Contracting Officer's final decision; and

(g) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

(3) The decision shall be supported by reasons and shall inform the Contractor of its rights as provided herein.

(4) The authority contained in this clause shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle, or determine.

(5) This clause shall not authorize the Contracting Officer to settle, compromise, pay, or otherwise adjust any claim involving fraud.

(c) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor as authorized by D.C. Official Code §2-309.04.

(d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

15. Changes:

The Contracting Officer may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of this contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment under this paragraph must be asserted within ten (10) days from the date the change is offered; provided, however, that the Contracting Officer, if he or she determines that the facts justify such action, may receive, consider and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in the Disputes clause at Section 18. Nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

16. Termination For Convenience Of The District:

(a) The District may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the District's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all contracts to the extent they relate to the work terminated.

(4) Assign to the District, as directed by the Contracting Officer, all rights, title and interest of the Contractor under the subcontracts terminated, in which case the District will have the right to settle or pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts. The approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the District (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other materials produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract has been completed, would be required to be furnished to the District.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the District has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (6) above; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the District under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) After the expiration of ninety (90) days (or such longer period as may be agreed to) after receipt by the Contracting Officer of acceptable inventory schedules, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality of termination inventory not previously disposed of excluding items authorized for disposition by the Contracting Officer. The Contractor may request the District to remove those items or enter into an agreement for their storage. Within fifteen (15) days, the District will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within forty five (45) days from submission of the list, and shall correct the list, as necessary, before final settlement.

(d) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than one year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this one year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be

received and acted on after one year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due to the Contractor because of the termination and shall pay the amount determined.

(e) Subject to paragraph (d) above, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (e) or paragraph (f) below, exclusive of costs shown in subparagraph (f)(3) below, may not exceed the total contract price as reduced by (1) the amount of payment previously made and (2) the contract price of work not terminated. The contract shall be amended, and the Contractor paid the agreed amount. Paragraph (f) below shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(f) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (e) above:

(1) The contract price for completed supplies or services accepted by the District (or sold or acquired under subparagraph (b)(9) above) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of :

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) above;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subparagraph (f)(1) above; and

(iii) A sum, as profit on subparagraph f(1) above, determined by the Contracting Officer to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subparagraph (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable cost of settlement of the work terminated, including-

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontractors (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(g) Except for normal spoilage, and except to the extent that the District expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (f) above, the fair value as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the District or to a buyer.

(h) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraphs (d), (f) or (j), except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (d) or (j), and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraph (d), (f) or (j), the District will pay the Contractor (1) the amount determined by the Contracting Officer if there is no right of appeal or if no timely appeal has been taken, or (2) the amount finally determined on an appeal.

(i) In arriving at the amount due the Contractor under this clause, there shall be deducted:

(1) All unliquidated advances or other payments to the Contractor under the termination portion of the contract;

(2) Any claim which the District has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the District.

(j) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within ninety (90) days from the effective date of termination unless extended in writing by the Contracting Officer.

(k) (1) The District may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor shall be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the District upon demand together with interest computed at the rate of 10 percent (10%) per year. Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess payment is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or

other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(l) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the District, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, micrographs, or other authentic reproductions may be maintained instead of original records and documents.

17. Recovery Of Debts Owed The District:

The Contractor hereby agrees that the District may use all or any portion of any consideration or refund due the Contractor under the present contract to satisfy, in whole or part, any debt due the District.

18. Retention and Examination Of Records:

The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation.

The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of three (3) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of three (3) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.

The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer.

The Contracting Officer, the Inspector General and the District of Columbia Auditor, or any of their duly authorized representatives shall, until three years after final payment, have the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions related to the contract.

19. Non-Discrimination Clause:

(a) The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, approved December 13, 1977, as amended (D. C. Law 2-38; D. C. Official Code §2-1402.11) (2001 Ed.)("Act" as used in this Section). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, Contractor agrees and any subcontractor shall agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause as provided in Section 251 of the Act.

(b) Pursuant to rules of the Office of Human Rights, published on August 15, 1986 in the D. C. Register, Mayor's Order 2002-175 (10/23/02), 49 DCR 9883 and Mayor's Order 2006-151 (11/17/06), 52 DCR 9351, the following clauses apply to this contract:

(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, genetic information, 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.

(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, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, genetic information, 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.

(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 (b)(1) and (b)(2) concerning non-discrimination and affirmative action.

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

(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.

(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.

(8) The Contractor shall include in every subcontract the equal opportunity clauses, subsections (b)(1) through (b)(9) of this section, so that such provisions shall be binding upon each subcontractor or vendor.

(9) The Contractor shall take such action with respect to any subcontract as the Contracting Officer may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

20. Definitions:

The terms Mayor, Chief Procurement Officer, Contract Appeals Board and District will mean the Mayor of the District of Columbia, the Chief Procurement Officer of the District of Columbia or his/her alternate, the Contract Appeals Board of the District of Columbia, and the Government of the District of Columbia respectively. If the Contractor is an individual, the term Contractor shall mean the Contractor, his heirs, his executor and his administrator. If the Contractor is a corporation, the term Contractor shall mean the Contractor and its successor.

21. Health And Safety Standards:

Items delivered under this contract shall conform to all requirements of the Occupational Safety and Health Act of 1970, as amended ("OSHA"), and Department of Labor Regulations under OSHA, and all Federal requirements in effect at time of bid opening/proposal submission.

22. Appropriation Of Funds:

The District's liability under this contract is contingent upon the future availability of appropriated monies with which to make payment for the contract purposes. The legal liability on the part of the District for the payment of any money shall not arise unless and until such appropriation shall have been provided.

23. Buy American Act:

(a) The Buy American Act (41 U.S.C. §10a) provides that the District give preference to domestic end products.

"Components," as used in this clause, means those articles, materials, and supplies incorporated directly into the end products.

"Domestic end product," as used in this clause, means, (1) an unmanufactured end product mined or produced in the United States, or (2) an end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States, exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the products referred to in paragraphs (b)(2) or (3) of this clause shall be treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

"End products," as used in this clause, means those articles, materials, and supplies to be acquired for public use under this contract.

(b) The Contractor shall deliver only domestic end products, except those-

(1) For use outside the United States;

(2) That the District determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality;

(3) For which the District determines that domestic preference would be inconsistent with the public interest; or

(4) For which the District determines the cost to be unreasonable.

24. <u>Service Contract Act of 1965:</u>

(a) <u>Definitions.</u> "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. §351, *et seq.)*.

(1) "Contractor," as used in this clause, means the prime Contractor or any subcontractor at any tier.

(2) "Service employee," as used in this clause, means any person (other than a person employed in a bona fide executive, administrative, or professional capacity as defined in 29 CFR 541) engaged in performing a District contract not exempted under 41 U.S.C. §356, the principal purpose of which is to furnish services in the United States, as defined in section 22.1001 of the Federal Acquisition Regulation. It includes all such persons regardless of the actual or alleged contractual relationship between them and a contractor.

(b) <u>Applicability.</u> To the extent that the Act applies, this contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (20 CFR part 4). All interpretations of the Act in Subpart C of 29 CFR 4 are incorporated in this contract by reference. This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. §356, as interpreted in Subpart C of 29 CFR 4.

(c) <u>Compensation</u>.

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or the Secretary's authorized representative, as specified in any wage determination attached to this contract.

(2) If a wage determination is attached to this contract, the Contractor shall classify any class of service employees not listed in it, but to be employed under this contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph. This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee.

(a) The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration (ESA), Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary;

(b) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contracting Officer with a written copy of such determination or it shall be posted as a part of the wage determination;

(c) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General

Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed;

(d) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds to a contract under which the classification in question was previously conformed pursuant to this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (*i.e*., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in this clause need not be followed;

(e) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended;

(f) The wage rate and fringe benefits finally determined under this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract;

(g) Upon discovery of failure to comply with this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) If the term of this contract is more than 1 year, the minimum wages and fringe benefits required for service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by ESA.

(4) The Contractor can discharge the obligation to furnish fringe benefits specified in the attachment or determined under paragraph (2) of this clause by furnishing any equivalent combinations of bona fide fringe

benefits, or by making equivalent or differential cash payments, in accordance with Subpart B and C of 29 CFR 4.

(d) Minimum wage: In the absence of a minimum wage attachment for this contract, the Contractor shall not pay any service or other employees performing this contract less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. §206). Nothing in this clause shall relieve the Contractor of any other legal or contractual obligation to pay a higher wage to any employee.

(e) Successor contracts: If this contract succeeds a contract subject to the Act under which substantially the same services were furnished and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, then, in the absence of a minimum wage attachment to this contract, the Contractor may not pay any service employee performing this contract less than the wages and benefits, including those accrued and any prospective increases, provided for under that agreement. No Contractor may be relieved of this obligation unless the limitations of 29 CFR 4.1c(b) apply or unless the Secretary of Labor or the Secretary's authorized representative:

(1) Determines that the agreement under the predecessor was not the result of arms-length negotiations; or

(2) Finds, after a hearing under 29 CFR 4.10, that the wages and benefits provided for by that agreement vary substantially from those prevailing for similar services in the locality or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and 4.11 and parts 6 and 8 that some or all of the wages and fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(f) Notification to employees: The Contractor shall notify each service employee commencing work on this contract of a minimum wage and any fringe benefits required to be paid, or shall post a notice of these wages and benefits in a prominent and accessible place at the worksite, using such poster as may be provided by the Department of Labor.

(g) Safe and sanitary working conditions: The Contractor shall not permit services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor that are unsanitary, hazardous, or dangerous to the health or safety of service employees. The Contractor shall comply with the health standards applied under 29 CFR Part 1925.

(h) Records: The Contractor shall maintain for 3 years from the completion of work, and make available for inspection and transcription by authorized ESA representatives, a record of the following:

(1) For each employee subject to the Act:

(a) Name and address;

(b) Work classification or classifications, rate or rates of wages and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(c) Daily and weekly hours worked; and

(d) Any deductions, rebates, or refunds from total daily or weekly compensation.

(2) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by ESA under the terms of paragraph (c)(3) of this clause. A copy of the report required by paragraph (e) of this clause will fulfill this requirement.

(3) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by this clause. The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division. Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases. The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(i) Pay periods: The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(j) Withholding of payments and termination of contract: The Contracting Officer shall withhold from the prime Contractor under this or any other District contract

with the prime contractor any sums the Contracting Officer, or an appropriate officer of the Labor Department, decides may be necessary to pay underpaid employees. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination for default. In such event, the District may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(k) Subcontracts: The Contractor agrees to insert this clause in all subcontracts.

(l) Contractor's report:

(1) If there is a wage determination attachment to this contract and any classes of service employees not listed on it are to be employed under the contract, the Contractor shall report promptly to the Contracting Officer the wages to be paid and the fringe benefits to be provided each of these classes, when determined under paragraph (c) of this clause.

(2) If wages to be paid or fringe benefits to be furnished any service employees under the contract are covered in a collective bargaining agreement effective at any time when the contract is being performed, the Contractor shall provide to the Contracting Officer a copy of the agreement and full information on the application and accrual of wages and benefits (including any prospective increases) to service employees working on the contract. The Contractor shall report when contract performance begins, in the case of agreements then in effect, and shall report subsequently effective agreements, provisions, or amendments promptly after they are negotiated.

(m) Contractor's Certification: By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded District contracts by virtue of the sanctions imposed under section 5 of the Act. No part of this contract shall be subcontracted to any person or firm ineligible for award of a District contract under section 5 of the Act. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. §1001.

(n) Variations, tolerances, and exemptions involving employment: Notwithstanding any of the provisions in paragraphs (c) through (l) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions authorized by the Secretary of Labor.

(1)(i) In accordance with regulations issued under Section 14 of the Fair Labor Standards Act of 1938 by the Administrator of the Wage and Hour Division, ESA (29 CFR 520, 521, 524, and 525), apprentices, student learners, and workers whose earning capacity is impaired by age or by physical or mental deficiency or injury, may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1)

of the Service Contract Act, without diminishing any fringe benefits or payments in lieu of these benefits required under section 2(a)(2) of the Act.

(ii) The Administrator will issue certificates under the Act for employing apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages, but without changing requirements concerning fringe benefits or supplementary cash payments in lieu of these benefits.

(iii) The Administrator may also withdraw, annul, or cancel such certificates under 29 CFR 525 and 528.

(2) An employee engaged in an occupation in which the employee customarily and regularly receives more than $30 a month in tips shall be credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with regulations in 29 CFR 531. However, the amount of credit shall not exceed 40 percent of the minimum rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 as amended.

25. Cost and Pricing Data:

(a) This paragraph and paragraphs b through e below shall apply to contractors or offerors in regards to: (1) any procurement in excess of $100,000, (2) any contract awarded through competitive sealed proposals, (3) any contract awarded through sole source procurement, or (4) any change order or contract modification. By entering into this contract or submitting this offer, the Contractor or offeror certifies that, to the best of the Contractor's or offeror's knowledge and belief, any cost and pricing data submitted was accurate, complete and current as of the date specified in the contract or offer.

(b) Unless otherwise provided in the solicitation, the offeror or Contractor shall, before entering into any contract awarded through competitive sealed proposals or through sole source procurement or before negotiating any price adjustments pursuant to a change order or modification, submit cost or pricing data and certification that, to the best of the Contractor's knowledge and belief, the cost or pricing data submitted was accurate, complete, and current as of the date of award of this contract or as of the date of negotiation of the change order or modification.

(c) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified by the Contractor, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified by the Contractor, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(d) Any reduction in the contract price under paragraph c above due to defective data from a prospective subcontractor that was not subsequently awarded, the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided that the actual subcontract price was not itself affected by defective cost or pricing data.

(e) Cost or pricing data includes all facts as of the time of price agreement that prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or pricing data are factual, not judgmental, and are therefore verifiable. While they do not indicate the accuracy of the prospective Contractor's judgment about estimated future costs or projections, cost or pricing data do include the data forming the basis for that judgment. Cost or pricing data are more than historical accounting data; they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred.

(f) The following specific information should be included as cost or pricing data, as applicable:

(1) Vendor quotations;

(2) Nonrecurring costs;

(3) Information on changes in production methods or purchasing volume;

(4) Data supporting projections of business prospects and objectives and related operations costs;

(5) Unit – cost trends such as those associated with labor efficiency;

(6) Make or buy decisions;

(7) Estimated resources to attain business goals;

(8) Information on management decisions that could have a significant bearing on costs.

(g) If the offeror or contractor is required by law to submit cost or pricing data in connection with pricing this contract or any change order or modification of this contract, the Contracting Officer or representatives of the Contracting Officer shall have the right to examine all books, records, documents and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the contract, change order or modification, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used. Contractor shall make available at its office at all reasonable times the materials described above for examination, audit, or reproduction until three years after the later of:

(1) final payment under the contract;

(2) final termination settlement; or

(3) the final disposition of any appeals under the disputes clause or of litigation or the settlement of claims arising under or relating to the contract.

26. Multiyear Contract:

If this contract is a multiyear contract, then the following provision is made part of this contract:

If funds are not appropriated or otherwise made available for the continued performance in a subsequent year of a multiyear contract, the contract for the subsequent year shall be terminated, either automatically or in accordance with the termination clause of the contract. Unless otherwise provided for in the contract, the effect of termination is to discharge both the District and the Contractor from future performance of the contract, but not from the existing obligations. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

27. Termination Of Contracts For Certain Crimes And Violations:

(a) The District may terminate without liability any contract and may deduct from the contract price or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid in violation of this title if:

(1) The Contractor has been convicted of a crime arising out of or in connection with the procurement of any work to be done or any payment to be made under the contract; or

(2) There has been any breach or violation of:

(A) Any provision of the Procurement Practices Act of 1985, as amended, or

(B) The contract provision against contingent fees.

(b) If a contract is terminated pursuant to this section, the Contractor:

(1) May be paid only the actual costs of the work performed to the date of termination, plus termination costs, if any; and

(2) Shall refund all profits or fixed fees realized under the Contract.

(c) The rights and remedies contained in this are in addition to any other right or remedy provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law.

BOARD OF TRUSTEES
UNIVERSITY OF THE DISTRICT OF COLUMBIA
UDC RESOLUTION NO. 2025 – 45

SUBJECT: APPROVAL OF CONTRACT NUMBER GF-2025-C-0020 FOR JANITORIAL SERVICES BY AND BETWEEN TYSON PROJECT MANAGEMENT GROUP, LLC AND THE BOARD OF TRUSTEES OF THE UNIVERSITY OF THE DISTRICT OF COLUMBIA ("CONTRACT")

WHEREAS, in accordance with the D.C. Official Code § 38-1202.01(a)(8), the Board of Trustees ("Board") is charged with the responsibility of governing the University of the District of Columbia ("University") and possesses all the powers necessary or convenient to make contracts and procure and contract for goods and services; and

WHEREAS, pursuant to 8B DCMR §3000.4, specific approval of the President is required for contracts totaling Two Hundred Fifty Thousand Dollars ($250,000.00) or more; and

WHEREAS, pursuant to 8B DCMR § 205.4(e), specific authorization of the Board is required for any commitment greater than one million dollars ($1,000,000.00) in a single fiscal year for certain University procurements; and

WHEREAS, in accordance with the D.C. Code § 1-204.51(b)(1), approval of the Council of the District of Columbia ("Council") is required for all contracts involving expenditures in excess of one million dollars ($1,000,000.00) during a twelve (12)-month period; and

WHEREAS, University desires to enter into the proposed Contract with Tyson Project Management Group, LLC for janitorial, porter and special event services in the amount of two million seven hundred seventy-two thousand eight hundred thirty-three dollars and fifty-five cents ($2,772,833.55) for Fiscal Year (FY) 2026, with allocations of amounts not to exceed sixty thousand dollars ($60,000.00) for porter services and eighty thousand dollars ($80,000.00) for special event services, for a total amount not to exceed two million nine hundred twelve thousand eight hundred thirty-three dollars and fifty-five cents ($2,912,833.55); and

WHEREAS, the Contract includes, at the University's discretion, the option to extend the term for four (4) additional one (1)-year terms; and

WHEREAS, if such options are exercised, the total Contact amount shall be an amount not to exceed fifteen million, four hundred and forty-seven thousand, six hundred and fifty-seven dollars and forty-one cents ($15,447,657.41); and

WHEREAS, the President has approved the Contract; and

WHEREAS, the Board is satisfied that the Contract represents the proper culmination of the University's procurement process and represents the best value to the University; and

NOW THEREFORE BE IT RESOLVED, that, subject to the required approval of the Council, the Board approves the Contract and each the President and the University's Chief Contracting

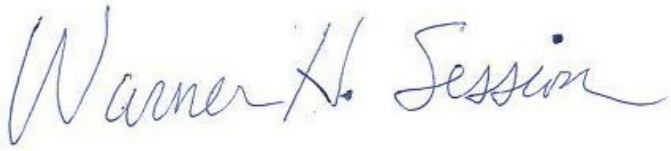
BOARD OF TRUSTEES
UNIVERSITY OF THE DISTRICT OF COLUMBIA
UDC RESOLUTION NO. 2025 – 45

Officer are authorized to execute the Contract for FY 2026 in substantially the form attached hereto as **Attachment A,** and exercise the options to extend the term subject to Council approval.

BE IT FURTHER RESOLVED, that as soon as practicable, the President is hereby directed to transmit the Contract to the Council for its approval.

Submitted by the Operations Committee*:* November 13, 2025

Approved by the Board of Trustees: November 13, 2025



Warner H. Session
Chairperson of the Board