

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA**

EDWARD BANKS, *et al.*,

Plaintiffs,

v.

No. 1:20-cv-849 (CKK)

QUINCY BOOTH, in his official capacity  
as Director of the District of Columbia  
Department of Corrections, *et al.*,

Defendants.

**REPORT SUBMITTED BY *AMICUS CURIAE* PURSUANT  
TO APRIL 28, 2020 CONSENT ORDER**

Pursuant to the April 28, 2020 Consent Order issued in the above-captioned matter, *Amici*, Grace M. Lopes and Mark Jordan, submit the following report for the Court's consideration.

**I. INTRODUCTION**

On April 9, 2020 *amici* were appointed to provide specific information to the Court regarding medical services and environmental health and hygiene at two detention facilities operated by the District of Columbia Department of Corrections ("DOC"), the Central Detention Facility ("CDF") and the Correctional Treatment Facility ("CTF"). Pursuant to that order *amici* provided information to the Court during an April 15, 2020 teleconference and in a written report on April 18, 2020. On April 19, 2020, the Court issued an order granting plaintiffs' request for a Temporary Restraining Order ("TRO") and requiring the defendants to take certain specified actions. Thereafter, on April 28, 2020 *amici* were appointed to provide information to the Court

regarding certain matters related to the TRO, which concern the COVID-19 pandemic at the CDF and the CTF. Following issuance of the April 28, 2020 order and using the same methodology applied in their earlier review, *amici* collected and analyzed data obtained from site visits at both facilities; conducted structured interviews with DOC managers, line staff, inmates, and contractors; reviewed electronic health records; and analyzed multiple electronic datasets extracted from information management systems maintained by the DOC or its contract services providers.

The April 28, 2020 order required *amici* to provide information to the Court by answering five questions during an oral report to the Court on May 11, 2020, and four additional questions in a written report required to be submitted by May 20, 2020. Accordingly, during a teleconference with the Court and the parties on May 11, 2020, *amici* presented their findings concerning the first five questions reflected in the order. This report supplements but does not restate that presentation and summarizes *amici*'s responses to the remaining four questions reflected in the order. In addition, this report explains the methodology *amici* relied upon to conduct their assessment, addresses relevant background data regarding the facilities subject to the assessment, and presents updated information concerning the prevalence of COVID-19 cases at both the CDF and CTF.

The defendants have continued to cooperate fully with *amici*'s requests for information. DOC and contract staff at every level, as well as representatives from the Office of the Attorney General, have continued to make themselves available on short notice, on every day of the week, and well after traditional office hours. Data reports and other records have continued to be produced on abbreviated timelines. *Amici* appreciate the efforts the defendants have continued to make to facilitate their review.

## II. METHODOLOGY

Following the issuance of the April 28, 2020 order, *amici* conducted unannounced and unescorted site visits on multiple shifts on May 7 and 8, 2020, at both the CDF and CTF, respectively. In addition, *amici* conducted an unannounced and unescorted site visit at the CDF during the PM shift on May 14, 2020. During the course of these site visits, *amici* visited general population, maximum and medium security housing units, including housing units on isolation, quarantine and non-quarantine status, special management and mental health units at both facilities, and the CTF infirmary and urgent care clinic. Five housing units at the CDF (N-1, NW-1, SW-3, SE-2 and N-2) and six housing units (C3A, C3B, SMUB, D2A, E4B, E4A) in addition to the infirmary at the CTF were visited. The isolation unit at the CDF (N-2) was visited on two separate dates. Observations in housing units included cells, dayrooms, restrooms, supply storage areas, and shower facilities. At both facilities, medical units, administrative offices, and visitor entry areas were visited.

Structured in-person and/or telephone interviews were conducted with members of the DOC executive management team, including the DOC Deputy Directors of Administration, Operations, Programs and Case Management, and Professional Development and College and Career Readiness; the DOC Medical Director; the Medical Director, Director of Nursing, and other members of the Correctional Health Program at Unity Health Care, Inc. (“Unity”);<sup>1</sup> the CDF and CTF Warden and the Deputy Warden assigned to the CTF; and dozens of correctional officers and supervisory correctional staff assigned to various posts throughout the facilities. In-person interviews were also conducted, in groups and individually, with over 100 inmates on

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<sup>1</sup> Unity provides medical services on a contractual basis to inmates at the CDF and CTF.

isolation, quarantine and non-quarantine status as well as in restricted housing units and in the general population at both facilities.

In addition to the information collected during site visits and from interviews, *amici* requested and continued to receive access from the DOC to the electronic health records of inmates confined at the CDF and CTF.<sup>2</sup> Review and analysis of samples from these records has been conducted and the results were presented during the May 11, 2020 teleconference. The following data for both facilities were also obtained from the DOC and analyzed:

- Daily census data, including inmate housing assignments, for the period April 1, 2020 to May 14, 2020;
- Data related to sick call requests for the period April 19, 2020 to April 30, 2020;
- Data related to urgent care encounters for the period April 19, 2020 to April 30, 2020;
- Data related to all COVID-19 tests conducted on inmates housed at both facilities through May 14, 2020; and
- Open work orders for maintenance activities as of May 15, 2020.

Data related to DOC correctional staffing levels was also reviewed and is addressed below.

### III. BACKGROUND

As described in *amici*'s April 18, 2020 report, the CDF is a multi-story, secure detention center. At the time of the May 2020 site visits, population levels hovered at approximately 970, a decrease relative to population levels at the time of the April site visits. The facility has 18 housing units, which are both single and double celled. Analysis of DOC housing data shows that as of May 13, 2020, 59 percent of the inmates housed at the CDF were housed in single cells

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<sup>2</sup> The team *amici* assembled for this stage of their work included two additional members. The majority of case record reviews were conducted by Janet Maher, an attorney who has extensive experience in working in institutional and health-care settings. Ms. Maher headed the Office of Corporation Counsel's Mental Health Division from 1992 to 2000, worked as Deputy General Counsel and Chief of Staff for the District's Child and Family Services Agency from 2000 to 2007 and as DOJ Compliance Officer at Saint Elizabeths Hospital from 2007 to 2014. From 2013 to her retirement in 2016, she headed the Hospital's Performance Improvement Department. She also has provided consultative services to the Maryland and Pennsylvania behavioral health systems and to the Special Arbiter appointed by the Superior Court in *Jerry M. v. District of Columbia*, Superior Court of the District of Columbia, C.A. No. 1519-85. Case records were also reviewed by Brenda Foust, a senior paralegal with substantial experience in similar institutional contexts.

and 41 percent were housed in cells with another inmate, which represents an increase in the proportion of inmates housed in single cells compared with the previous month.<sup>3</sup> As of May 18, 2020, DOC representatives reported that 41 cells at the CDF could not be occupied because of maintenance issues. All cells at the CDF are “wet” cells, *i.e.*, they have toilets and sinks. Cellblocks are divided into two sides, and for most of the facility’s housing units, each side contains two tiers with 20 cells per tier.<sup>4</sup> Each cellblock tier of 20 cells has two showers, which are shared by inmates housed in the unit and located in a common area. The CDF Culinary Unit, which is operated by a contractor and up until April 11, 2020 employed inmate workers, currently supports the food service program for both the CDF and the CTF.<sup>5</sup>

At the time of the May 2020 site visits, 15 housing units were open and three were closed. In contrast to the April 2020 site visits when there were only two quarantine units and less than a handful of inmates on isolation status, of the 15 open housing units at the CDF, 10 were quarantine units and one was an isolation unit with 26 inmates who had tested positive for COVID-19.<sup>6</sup>

The CTF had a population of approximately 365 inmates at the time of the May site visits, a decrease relative to the approximately 400 inmates confined there during the April site visits. The facility has 27 housing units. In addition to the 26-room 40-bed infirmary, a limited medical mobility unit can house up to 37 inmates. Eighteen housing units have a capacity of 50

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<sup>3</sup> *Amici* previously reported that as of April 13, 2020 43 percent of inmates at the CDF were housed in single cells. See Report Submitted by Amicus Curiae Pursuant to April 9, 2020 Consent Order, filed on April 19, 2020 [hereinafter *Amici’s April 2020 Report*] at 4.

<sup>4</sup> There are two exceptions: N-1 is a restrictive housing unit with 72 cells and NE-3 is a mental health step-down unit with 36 cells.

<sup>5</sup> The CTF has a separate Culinary Unit that is responsible for that facility’s food service program. At the time of the April and May site visits, the Culinary Unit at the CTF was closed due to a COVID-19 issue and it remains closed. The closure of the CTF Culinary Unit has continued to place an evident strain on the food service program at the CDF.

<sup>6</sup> The number of quarantine and isolation units is, of course, variable, as is the number of inmates assigned to those housing units.

beds, four have a capacity of 96 beds, two have a capacity of 23 beds,<sup>7</sup> and one has a capacity of 65 beds. According to DOC housing assignment records, as of May 13, 2020, consistent with the levels reported in April, 95 percent of the inmates at the CTF were housed in single cells and five percent were housed with another inmate. As of May 18, 2020, DOC representatives reported that four cells at the CTF could not be occupied because of maintenance issues. With the exception of eight housing units,<sup>8</sup> all of the CTF's housing units have wet cells. At the time of *amici's* May site visits, 11 housing units were closed and there was one quarantine unit. There were no open isolation units.<sup>9</sup> The four inmates who were confined at the facility on isolation status were housed in the infirmary. The infirmary and all of the quarantine units that were operating had wet cells. In contrast, during *amici's* April site visits, the CTF had eight quarantine housing units and three isolation housing units.<sup>10</sup>

During the May 11, 2020 hearing, *amici* presented updated data regarding COVID-19 test administration results at the CDF and CTF through May 6, 2020. Subsequent to that hearing, *amici* obtained and analyzed data regarding COVID-19 testing data at both facilities through May 14, 2020. This analysis indicates that during the two-month period from March 14, 2020 to May 14, 2020, a total of 220 COVID-19 tests were administered to inmates at the CDF and 95 were administered to inmates at the CTF. Medical staff at the CDF ordered three additional tests; however, the inmates refused testing and were assumed to be positive for the virus. At the CDF, as of May 14, 2020, 121 inmates tested positive or were presumed to be COVID-19 positive and at the CTF 64 inmates tested positive.<sup>11</sup> The seven-day average peak for positive

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<sup>7</sup> Each of the two restrictive housing units can house up to 23 inmates.

<sup>8</sup> Three of the eight housing units that do not have toilets and sinks were open during the site visits.

<sup>9</sup> A closed housing unit was designated for inmates on isolation status, should the need arise.

<sup>10</sup> See *Amici's April 2020 Report* at 5.

<sup>11</sup> See Ex. 1, Chart, COVID-19 Tests Administered at the CTF and CDF, by Date of Administration and Test Result, March 14, 2020 – May 14, 2020. The results of one COVID-19 test was pending as of May 17, 2020.

COVID-19 test results at the CTF was April 5 and April 6, 2020 (an average of five positive test results per day) whereas the peak for positive COVID-19 test results at the CDF was approximately two weeks later, on April 18, 2020 (an average of 5.86 positive test results).<sup>12</sup> At the CTF there have been three positive test results out of 12 administered in the approximately one-month period between April 16, 2020 and May 14, 2020. At the CDF, inmates continued to test positive during the first two weeks of May, albeit in lower numbers than during the mid- to late-April peak.

The COVID-19 pandemic has presented formidable challenges for the defendants and has had a significant impact on operations at both the CDF and the CTF. Many of these challenges are the result of decreases in correctional officer and supervisory correctional staffing levels on many shifts at both facilities, which appear in large part to be attributable to decreases in DOC workforce members who are available for duty.<sup>13</sup>

In order to assess available staffing levels, *amici* obtained a copy of the official DOC record that reflects every funded correctional officer and supervisory correctional position in the agency. According to this document, which is referred to as the “Schedule A,” as of May 9, 2020, the DOC had a total of 994 correctional staff positions. Of the 994 positions, 844 were correctional officer positions, 93 were lead correctional officer positions, and 57 were supervisory correctional officer positions.<sup>14</sup>

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<sup>12</sup> Peaks were measured using seven-day averages of positive COVID-19 test results. *See* Ex. 2, Table, COVID-19 Test Data, by Facility, by Date, and Seven-Day Average of Positive Test Results, March 14, 2020 – May 14, 2020.

<sup>13</sup> Other factors related to the pandemic also have affected staffing levels at both facilities. For example, since approximately mid-March, correctional staff assigned to both facilities have been deployed to external posts in hospitals. This type of assignment is staff intensive, requiring two correctional officers to supervise each hospitalized inmate. At its peak, DOC managers reported that there were as many as 11 inmates in DOC custody at hospitals, which created a need to fill 22 external posts on each shift with correctional officers. This increase in demand for correctional officers placed additional strain on the already diminished workforce.

<sup>14</sup> The Schedule A is maintained by the agency’s independent chief financial officer, and reflects every funded position allocated to the agency.

Because the Schedule A does not include work availability status nor work assignment location, *amici* obtained that data from DOC executives. These data were not consistent with the data reflected in the Schedule A.<sup>15</sup> For the purposes of analyzing staff availability for duty, *amici* relied upon the data provided by DOC executives. According to that data, 20 percent of the 925 correctional officers and supervisory correctional officers employed by the agency were unavailable for duty.<sup>16</sup> At the CDF, 21 percent (118 of 568 assigned correctional staff) were unavailable, and at the CTF, 19 percent (52 of 279 assigned correctional staff) were unavailable.<sup>17</sup> These calculations do not include budgeted, but unfilled correctional officer and correctional supervisory positions (*i.e.*, vacant positions). According to the Schedule A, as of May 9, 2020, the DOC had 51 funded, vacant correctional positions. When these 51 vacant positions are added to the reported number of correctional staff who are not available for duty, the percentage of positions in the correctional workforce that were either unfilled or filled by staff unavailable for duty is 24 percent.

According to CDF and CTF management, numerous correctional staff have returned to work in the past week, which has made staffing shortages less acute. Particularly at the CTF, where the inmate population is low and numerous housing units are closed, it appears staffing shortages are not having as severe an impact as was evident in the recent past.

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<sup>15</sup> The Schedule A reflects a total of 943 filled correctional officer and supervisory correctional officer positions. Data provided by DOC executive staff reflected a total of 925 filled positions.

<sup>16</sup> Reasons staff may be unavailable for duty include the following: workers' compensation, military leave, family leave, extended sick leave, absent without leave, and quarantine status following close contact with an individual known to have COVID-19.

<sup>17</sup> Ex. 3, Table, Correctional Officer and Supervisory Correctional Officer Staff Availability, by Assignment Location, as of May 12, 2020. The Table also reflects that 17 percent of correctional staff assigned to the Central Cell Block and 35 percent of correctional staff assigned to the Transportation Unit were unavailable for duty.

#### IV. FINDINGS

This section provides additional information related to two of the five questions in the April 28, 2020 Consent Order that were addressed during the May 11, 2020 teleconference. As contemplated by the order, the narrative provided does not restate *amici's* May 11, 2020 presentation to the Court. *Amici's* more comprehensive responses to the remaining four questions delineated in the order are also set forth below.

##### A. Supplement to May 11, 2020 Oral Report

As noted above, the April 28, 2020 Consent Order required *amici* to report orally on their answers to five specified questions during the May 11, 2020 teleconference. Supplemental information regarding questions one and three is summarized below.

**Question One: How are residents on non-quarantine units able to access medical care, including reporting symptoms of COVID-19 to medical staff?**

During the May 11, 2020 hearing, *amici* described significant barriers to access to health care that exist for inmates on non-quarantine housing units, including the absence of independent access to sick call request forms (*i.e.*, inmates must request sick call request forms from correctional offices) and current policy that limits out-of-cell time to one hour daily. *Amici* reported that in practice at the CDF many inmates were not receiving one hour of out-of-cell time daily on a consistent basis and that at times several days elapsed before they were offered any out-of-cell time. Moreover, at the CDF, the combination of staffing limitations, population levels in housing units, and efforts to limit the number of inmates out of their cells at one time have resulted in out-of-cell time being conducted around the clock. This results in some inmates being offered out-of-cell time in the middle of the night. As explained in more detail below, these practices have limited the opportunities for inmates on non-quarantine units to access health care.

On May 8, 2020, the defendants provided *amici* with a document that describes the following six processes through which inmates can access medical care currently at both facilities:<sup>18</sup> 1) sick call; 2) enhanced access in sick call clinic; 3) urgent care clinic; 4) chronic care clinic; 5) quarantine housing unit monitoring; and 6) medical emergencies. Most inmates on non-quarantine housing units who want to access medical care for non-emergent medical conditions at both the CDF and the CTF rely on the sick call process. As implemented by the DOC, this process requires inmates to request sick call forms<sup>19</sup> from correctional officers and to submit those forms to health care staff through designated collection boxes on the housing units.<sup>20</sup>

As noted above, because inmates do not have independent access to the sick call forms, they must request them from the correctional staff, complete them, and submit them during out-of-cell time. During the April and May site visits, *amici* found that sick call forms were not readily available at both facilities, in all housing units, on a consistent basis. Given the limitations on out-of-cell time, particularly at the CDF, lack of an independent means for requesting sick call, and inconsistencies in the availability of the sick call forms at both facilities, the sick call process does not provide reliable, timely access to health care for inmates on non-quarantine housing units.<sup>21</sup>

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<sup>18</sup> See Ex. 4, May 8, 2020 e-mail from Eric Glover, General Counsel, District of Columbia Department of Corrections, to Grace M. Lopes, with attached untitled document describing six methods by which inmates in all housing units can access medical care.

<sup>19</sup> See, e.g., Ex. 5, District of Columbia Department of Corrections Central Detention and Central Treatment Facilities, Sick Call Request Form.

<sup>20</sup> The collection boxes are locked and a key to the boxes is only issued to health care staff. According to Unity's health care managers, a nursing assistant or nurse collects the sick call forms from the boxes on a daily basis. The forms are reviewed and triaged for urgency by a nurse. Urgent requests are referred to advanced care providers in the urgent care clinic on an expedited basis and routine requests are expected to be scheduled for sick call on the calendar day following collection of the request form. A nursing sick call triage protocol, which addresses certain COVID-19 symptoms, was issued on May 5, 2020 and is included in the Appendix to this report. See Ex. 6, Unity Health Care, Inc., Sick Call Triage, May 5, 2020.

<sup>21</sup> During the May 11, 2020 hearing, *amici* reported on the timeliness of the sick call process and noted the possibility of including in this report an analysis addressing whether sick call encounters were responsive to the

In the defendants' May 8, 2020 submission, they report that since April 13, 2020, medical staff have been providing enhanced access to sick call, including sick call providers "going out to the [housing unit] tiers and seeing if there are any residents not on the [sick call] schedule who need to be seen that day."<sup>22</sup> This type of process would provide an opportunity for inmates locked in their cells to communicate health problems directly to medical staff on a daily basis, and mitigate the current barriers to accessing medical care for inmates on non-quarantine housing units. During the May 7 and May 8, 2020 site visits, *amici* could not verify through interviews with inmates and staff that this process is being implemented on non-quarantine housing units.

During a May 15, 2020 telephone interview, a DOC manager explained initiatives to bolster the sick call process that the defendants expected to implement on May 18, 2020, including the daily collection and triage of sick call requests forms by 11:00 a.m. and the scheduling of same-day sick call appointments. The manager reported that sick call request forms would be modified to include COVID-19-like symptoms and date stamped prior to distribution by medical staff on a daily basis in an effort to promote more accurate tracking of submission and response timelines.<sup>23</sup> While these measures may improve certain aspects of the sick call process for those able to submit request forms, they do not address the barriers accessing sick call that are identified in this report for inmates on non-quarantine units.

The other processes outlined in the defendants' May 8, 2020 submission do not directly address the health care access issues experienced by inmates on non-quarantine units. For

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issues inmates listed on sick call request forms. In light of time constraints, *amici* were unable to conduct a comprehensive qualitative analysis of an adequate sample of sick call requests relevant to this issue and thus this matter is not addressed herein.

<sup>22</sup> See Ex. 4, *supra* note 18, Attachment at 1.

<sup>23</sup> The manager stated that periodically sick call request forms are found in a collection box for inmate grievance forms. Thus, DOC staff responsible for collecting inmate grievance forms have been asked to identify any sick call request forms that may have been incorrectly submitted and immediately transmit those forms to the medical staff.

example, access to the urgent care clinic is dependent upon the intervention of the correctional staff and the availability of escort staff to accompany an inmate to the medical clinic.

Furthermore, chronic care clinics are applicable only to those inmates who have been diagnosed with chronic health conditions. These clinics generally occur at one, two, or three-month intervals, and do not lend themselves to reporting health conditions that may arise between scheduled appointments.

**Question Three: Is the DOC providing consistent and reliable access to legal calls, personal telephone calls, running water, daily showers, and clean clothing and clean linens to all inmates in isolation status?**

During the May 11, 2020 hearing, in response to questions from the Court and counsel, *amici* were unable to confirm cleaning practices applicable to the telephones that are made available to inmates on rolling carts in the infirmary and isolation units and to telephones used for inmate legal calls in the offices of case managers. Subsequent review of interview and observation notes as well as a follow-up site visit conducted on May 14, 2020 indicate that the expectation is for the telephone on the rolling cart in the isolation units and infirmary to be cleaned by detail inmates after each inmate uses the telephone, and if detail inmates are not out of their cells, by the correctional staff.<sup>24</sup> *Amici* have not had the opportunity to determine cleaning practices applicable to the telephones inmates use in the offices of case managers.

## **B. Questions Six through Nine**

**Question Six: Have DOC staff received training on properly fitted PPE, disposal of PPE, and operations of non-touch, infrared thermometers?**

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<sup>24</sup> *Amici* have been informed that the detail inmates who perform cleaning functions in the isolation units are inmates who are housed on that unit who have tested positive for COVID-19. Correctional staff report they select the inmates to be part of the detail cohort in the isolation units after conferring with the medical staff about whether the inmate is medically fit to perform the job.

The defendants report that beginning on April 27, 2020 all DOC staff and food service contractors were required to participate in a mandatory training program addressing the proper donning, doffing and disposal of personal protective equipment (“PPE”).<sup>25</sup> The training, which was developed by staff in the DOC Center for Professional Development and Learning in consultation with the agency’s infection control specialist, was offered on-line through “Bridge,” the DOC’s online professional development platform,<sup>26</sup> as well as through written materials that were distributed to staff at both facilities.<sup>27</sup> The defendants report that 91 percent of the DOC workforce available for duty participated in the mandatory training as of May 19, 2020.<sup>28</sup> In addition to this training program, relative to the signage *amici* observed during the April site visits, the defendants have increased the number of informational signs addressing the use of PPE, including donning, doffing and disposal, throughout the CDF and CTF. The defendants also provided online training to correctional staff regarding the use of non-touch infrared thermometers; however, DOC managers have explained that the training was intended merely to familiarize those staff with the operation of the thermometers and there was no expectation that correctional staff would conduct temperature checks on inmates, staff, or visitors.

The defendants report that on April 30, 2020 the DOC made an emergency request through a District-wide COVID-related emergency funding process, to fit test 150 DOC employees for N-95 respirators and train an additional 20 DOC employees to serve as fit testers. This funding has not yet been forthcoming. As an adjunct to this initiative, on May 5, 2020, a representative from DC Fire-EMS fit tested an initial cohort of 40 DOC staff for N-95

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<sup>25</sup> See Ex. 7, Open Letter to All Employees from Director Quincy L. Booth, April 27, 2020, Mandatory Training: IR Thermometer and Personal Protective Equipment.

<sup>26</sup> See Ex. 8, “Wearing Personal Protection Equipment,” On-Line Training for DOC Staff.

<sup>27</sup> See Ex. 9, Wearing Personal Protective Equipment Training, Handout.

<sup>28</sup> This calculation is consistent with *amici*’s independent review of training data that the defendants have provided. *Amici* also analyzed specifically the percentage of the correctional staff who completed the training, which was 87 percent.

respirators. Staff members with duty assignments that present the greatest risk of exposure were selected for this initial testing. Two of the 40 staff members received training in how to conduct fit testing on DOC staff. The defendants anticipate that the two trained fit testers will work with the 20 additional staff members the DOC hopes to train to fit test the balance of the DOC workforce and thereafter conduct annual fit testing. As of May 18, 2020, the DOC's emergency funding request remained pending and unresolved.

**Question Seven: Has the DOC retained a registered sanitarian to oversee the environmental health and safety programs?**

The defendants report that efforts are underway to hire a full-time sanitarian at the DOC. The position has been established and on May 18, 2020 the agency received authorization to post the position vacancy. Effective May 18, 2020, on an interim basis until a sanitarian can be employed by the agency, the defendants report that the DOC has retained the services of a vendor to perform the following services related to environmental health and safety:<sup>29</sup>

1) conduct an audit of environmental conditions in the CDF and the CTF, make findings, develop recommendations and formulate a corrective action plan; 2) develop a COVID-19 cleaning protocol for the DOC's cleaning contractor to implement; and 3) provide oversight for a defined period to the DOC's on-site cleaning contractor to ensure that the protocol is followed.<sup>30</sup> The task order is for an initial period of three months and includes three, one-month option periods. The services of a registered sanitarian to oversee the DOC environmental health and safety program are not required by the task order; however, DOC management reports that

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<sup>29</sup> Ex. 10, Task Order Agreement No. CW82753, with Attachment A, Statement of Work. The version of the Task Order that defendants submitted to *amici* on May 19, 2020 is unsigned and undated; however, DOC executives informed *amici* that work under the contract began on May 18, 2020.

<sup>30</sup> The task order specifies that following implementation of the cleaning protocol, the vendor will have no fewer than two personnel on site at the CDF and CTF to "shadow the onsite cleaning contractor" for not more than ten eight-hour days. See Ex. 10, Attachment A at 2, *supra* note 29. The task order also provides for two "follow up monthly COVID-2 inspections" and requires the vendor to submit additional recommendations "to ensure the recommended protocols are sustainable beyond the contract term." *Id.*

the vendor will provide a team of two sanitarians to perform on-site oversight and inspections related to the COVID-19 cleaning protocol during the period of the service agreement.

**Question Eight: Has the DOC contracted for professional cleaning services on the secure side of the facility?**

On May 12, 2020 the District finalized a 90-day emergency contract with Rock Solid District Group, LLC, for comprehensive hazardous materials environmental cleaning services related to the SARS-CoV-2 (COVID-19) pandemic at the CDF.<sup>31</sup> The contract provides for environmental HAZMAT-level cleaning services on the secure and non-secure sides of the facility, including the common areas of all housing units.<sup>32</sup> The defendants report that a virtually identical emergency contract was finalized this week with a different contractor for services at the CTF. *Amici* has requested but not obtained a contract reflecting service delivery at the CTF.<sup>33</sup>

**Question Nine: Has the DOC consulted with public health professional[s] regarding strategies to strengthen the COVID-19-related education program for both staff and inmates; if so, has the DOC implemented those education program strategies?**

According to DOC management, the agency developed certain educational materials related to COVID-19, which they transmitted for review and comment to staff in the District of Columbia Department of Health's epidemiology division on May 9, 2020. These materials include frequently asked questions, and information regarding personal protective equipment. Some of the materials are intended to be distributed to staff only and others are intended for both inmates and staff. As of May 15, 2020, the DOC had received some substantive feedback from the epidemiology staff at DOH and anticipated receiving additional feedback in the near term.

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<sup>31</sup> See Ex. 11, Contract No. DCAM-20-NC-EM-0079A, effective May 12, 2020.

<sup>32</sup> See Ex. 12, Areas of Responsibility for Cleaning Crew [Central Detention Facility].

<sup>33</sup> The defendants provided *amici* with a copy of a contract reported to cover the CTF; however, while it appears this was a drafting error, the document that was submitted addresses HAZMAT-level cleaning services at the CDF and not the CTF.

The DOC plans to revise the educational materials they have developed based on the feedback that is received from DOH epidemiologists and thereafter distribute these materials, as applicable, to staff and inmates.

DOC representatives report that they have an inventory of 350 computer tablets, onto which they load educational and other materials for inmates who participate in specialized programs. These tablets now include health information related to COVID-19. The agency recently received approval to procure 1000 additional tablets on an expedited timetable. It is anticipated that these tablets will be distributed to inmates at both the CDF and CTF. The defendants contemplate including the educational materials that are the subject of ongoing review by DOH on the tablets.

Observations and discussions with inmates and DOC staff during the May site visits underscore the critical need for intensified educational efforts related to COVID-19, including the importance of consistently and properly wearing personal protective equipment and when testing for the virus is indicated.

## **V. CONCLUSION**

Since *amici's* April 19, 2020 report, the impact of COVID-19 at the CDF and CTF has changed significantly. While the COVID-19 outbreak began at the CTF in late-March 2020 and spread rapidly among the population housed there, beginning in mid-April 2020 the number of new cases at the CTF declined to very low levels. In contrast, the CDF was impacted by COVID-19 for the first time during the second week of April 2020, when the novel coronavirus began its spread during the subsequent five-week period to over 120 inmates and an indeterminate number of staff. At both facilities, by mid-May 2020, the rate of new COVID-19 cases had dropped significantly from peak levels.

DOC management and its contracted health care agency have begun the process of implementing improvements to the medical and environmental health programs to contain and mitigate the effects of the COVID-19 outbreak at the two facilities. Medical staff routinely monitor and assess inmates housed on quarantine and isolation housing units; however, access to medical care for inmates on non-quarantine housing units has been limited due, in large part, to lack of independent access to health care providers coupled with inmates confined to their cells for extended time periods.

DOC representatives report that an enhanced sick call process has been implemented involving sick call providers walking housing unit tiers to ask inmates directly if they have health issues they would like medical staff to address. However, during the May 2020 site visits, neither inmates nor housing unit staff could verify that this process has been implemented. Such a process, if consistently implemented, would provide inmates who are confined on non-quarantine housing units much greater access to health care than they currently have. DOC representatives have indicated that they are making additional changes to the sick call system to address the timeliness of responses to sick call requests. While these changes may result in improvements, it does not appear that these changes will address the *barriers* that *amici* have identified.

Since *amici's* April 2020 site visits, personal protective equipment has been made much more widely available to inmates and staff at the CDF and CTF and most staff have been trained on proper donning, doffing and disposal procedures. As addressed in this report, there is a need for continued emphasis on the importance of consistently and properly wearing personal protective equipment for inmates and staff alike. Fit testing of N-95 respirators has begun for

DOC staff with the greatest exposure risk and there are short and long-term plans to fit test the remainder of the DOC correctional workforce.

The DOC has received authorization to hire a sanitarian to oversee the environmental health and safety program at both facilities. Until that individual is employed, the agency has retained a professional environmental consulting firm to provide specified services related to environmental health, including the development of a COVID-19 cleaning protocol. Furthermore, the DOC has contracted for professional and specialized cleaning services on the secure and non-secure sides of both facilities.

The efforts described above have the potential to reduce the spread and impact of COVID-19 at the CDF and CTF. During this period that the DOC is responding to the COVID-19 outbreak, inmates and staff alike are feeling the consequences acutely. For inmates, social distancing, quarantine, and medical isolation practices have resulted in prolonged periods of severely restrictive confinement, isolation, and idleness. Inmates express anger and frustration at being required to spend extended periods in their cells and fear at the prospect of contracting COVID-19. There is a need to provide ongoing support and opportunities for inmates to engage in constructive activities as well as to provide inmates with continuing education about COVID-19 and how to prevent its spread.

The effectiveness of the DOC's response continues to depend on the efforts of staff working in the facilities each day. The correctional workforce is currently diminished due to large numbers of staff being unavailable for duty and many housing units operate short staffed. Members of the correctional staff have consistently told *amici* that they are exhausted from working long hours under very stressful working conditions, which may include exposure to the novel coronavirus and in some instances the need to wear full PPE for extended time periods. It

is important to continue to reinforce for staff the essential role that they play in controlling the spread of the virus and the methods they should employ to minimize the risk of contracting or spreading COVID-19. The significant contribution of DOC staff members during this public health emergency should be recognized and they should be provided with the necessary supports to perform their duties.

*Amici* are available to answer any questions the Court or the parties have about the matters addressed in this summary report.

Respectfully submitted,

/s/ Grace M. Lopes  
*Amicus Curiae*  
Grace M. Lopes  
Bar No. 358650  
Executive Director  
Rising for Justice  
901 4<sup>th</sup> Street, N.W., Suite 6000  
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202-607-2224  
gmlopes@risingforjustice.org

Mark Jordan  
mark@markjordan.consulting  
1220 19<sup>th</sup> Street, N.W.  
Suite 500  
Washington, D.C. 20036  
202-525-6732

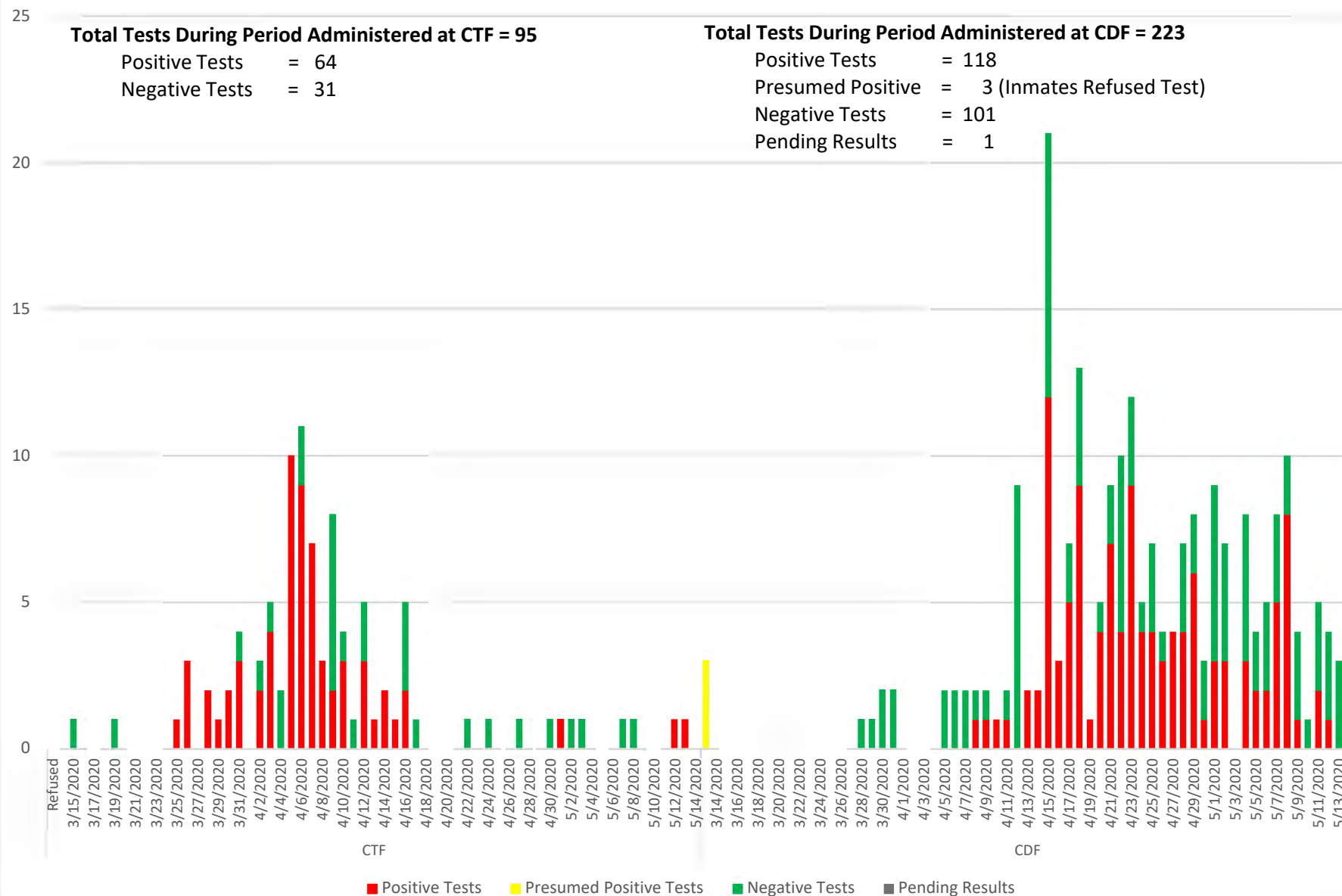
May 20, 2020  
Washington, D.C.

## INDEX TO EXHIBITS

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| Exhibit 3  | Table, Correctional Officer and Supervisory Correctional Officer Staff Availability, by Assignment Location, As of May 12, 2020   |
| Exhibit 4  | May 8, 2020 e-mail from Eric Glover, General Counsel, District of Columbia Department of Corrections, to Grace M. Lopes, with attached untitled document describing six methods by which inmates in all housing units can access medical care |
| Exhibit 5  | District of Columbia Department of Corrections Central Detention and Central Treatment Facilities, Sick Call Request Form   |
| Exhibit 6  | Unity Health Care, Inc., Sick Call Triage, May 5, 2020  |
| Exhibit 7  | Open Letter to All Employees from Director Quincy L. Booth, April 27, 2020, Mandatory Training: IR Thermometer and Personal Protective Equipment  |
| Exhibit 8  | “Wearing Personal Protective Equipment ,”On-line Training for DOC Staff   |
| Exhibit 9  | Wearing Personal Protective Equipment Training, Handout for DOC Staff   |
| Exhibit 10 | Task Order Agreement No. CW82753, with Attached A, Statement of Work  |
| Exhibit 11 | Contract No. DCAM-20-NC-EM-0079A, effective May 12, 2020  |
| Exhibit 12 | Areas of Responsibility for Cleaning Crew [Central Detention facility].   |

# **EXHIBIT 1**

**COVID-19 Tests Administered at the CTF and CDF, by Date of Administration and Test Result**  
**March 14, 2020 - May 14, 2020**



# **EXHIBIT 2**

March 14, 2020 - May 14, 2020

Row Labels	Positive Tests	Presumed Positive Tests	Negative Tests	Pending Results	Grand Total	Seven Day Average of Positive Test Results
CTF	64		31		95	
Refused						
3/14/2020						
3/15/2020			1		1	
3/16/2020						
3/17/2020						0.00
3/18/2020						0.00
3/19/2020			1		1	0.00
3/20/2020						0.00
3/21/2020						0.00
3/22/2020						0.14
3/23/2020						0.57
3/24/2020						0.57
3/25/2020	1				1	0.86
3/26/2020	3				3	1.00
3/27/2020						1.29
3/28/2020	2				2	1.71
3/29/2020	1				1	1.57
3/30/2020	2				2	1.43
3/31/2020	3		1		4	2.00
4/1/2020						1.71
4/2/2020	2		1		3	3.00
4/3/2020	4		1		5	4.00
4/4/2020			2		2	4.57
4/5/2020	10				10	5.00
4/6/2020	9		2		11	5.00
4/7/2020	7				7	4.86
4/8/2020	3				3	4.86
4/9/2020	2		6		8	3.86
4/10/2020	3		1		4	2.71
4/11/2020			1		1	2.00
4/12/2020	3		2		5	1.71
4/13/2020	1				1	1.71
4/14/2020	2				2	1.29
4/15/2020	1				1	1.29
4/16/2020	2		3		5	0.86
4/17/2020			1		1	0.71
4/18/2020						0.43
4/19/2020						0.29
4/20/2020						0.00
4/21/2020						0.00
4/22/2020			1		1	0.00
4/23/2020						0.00
4/24/2020			1		1	0.00
4/25/2020						0.00
4/26/2020						0.00
4/27/2020			1		1	0.00
4/28/2020						0.14
4/29/2020						0.14
4/30/2020			1		1	0.14
5/1/2020	1				1	0.14
5/2/2020			1		1	0.14
5/3/2020			1		1	0.14
5/4/2020						0.14
5/5/2020						0.00
5/6/2020						0.00
5/7/2020			1		1	0.00
5/8/2020			1		1	0.00
5/9/2020						0.14
5/10/2020						0.29
5/11/2020						0.29
5/12/2020	1				1	
5/13/2020	1				1	
5/14/2020						

March 14, 2020 - May 14, 2020

CDF	118	3	101	1	223
Refused		3			3
3/14/2020					
3/15/2020					
3/16/2020					
3/17/2020					0.00
3/18/2020					0.00
3/19/2020					0.00
3/20/2020					0.00
3/21/2020					0.00
3/22/2020					0.00
3/23/2020					0.00
3/24/2020					0.00
3/25/2020					0.00
3/26/2020					0.00
3/27/2020					0.00
3/28/2020			1	1	0.00
3/29/2020			1	1	0.00
3/30/2020			2	2	0.00
3/31/2020			2	2	0.00
4/1/2020					0.00
4/2/2020					0.00
4/3/2020					0.00
4/4/2020					0.00
4/5/2020			2	2	0.14
4/6/2020			2	2	0.29
4/7/2020			2	2	0.43
4/8/2020	1		1	2	0.57
4/9/2020	1		1	2	0.57
4/10/2020	1			1	0.86
4/11/2020	1		1	2	1.14
4/12/2020			9	9	2.71
4/13/2020	2			2	3.00
4/14/2020	2			2	3.57
4/15/2020	12		9	21	4.71
4/16/2020	3			3	4.86
4/17/2020	5		2	7	5.14
4/18/2020	9		4	13	5.86
4/19/2020	1			1	4.71
4/20/2020	4		1	5	5.57
4/21/2020	7		2	9	5.43
4/22/2020	4		6	10	4.71
4/23/2020	9		3	12	5.00
4/24/2020	4		1	5	5.00
4/25/2020	4		3	7	4.57
4/26/2020	3		1	4	4.86
4/27/2020	4			4	3.71
4/28/2020	4		3	7	3.57
4/29/2020	6		2	8	3.43
4/30/2020	1		2	3	3.00
5/1/2020	3		6	9	2.86
5/2/2020	3		4	7	2.57
5/3/2020					2.00
5/4/2020	3		5	8	2.57
5/5/2020	2		2	4	3.29
5/6/2020	2		3	5	3.00
5/7/2020	5		3	8	3.00
5/8/2020	8		2	10	2.86
5/9/2020	1		3	4	2.71
5/10/2020			1	1	2.43
5/11/2020	2		3	5	1.71
5/12/2020	1		3	4	
5/13/2020			3	3	
5/14/2020				1	1
<b>Grand Total</b>	<b>182</b>	<b>3</b>	<b>132</b>	<b>1</b>	<b>318</b>

# **EXHIBIT 3**

Case 1:20-cv-00849-CKK Document 100-4 Filed 06/18/20 Page 27 of 135  
 Correctional Officer and Supervisory Correctional Officer Staff Availability, by Assignment Location  
 As of May 12, 2020

	Work Status					TOTAL	PERCENTAGE
	Available for Duty		Unavailable for Duty				
Location	Number	Percentage	Number	Percentage			
CDF	450	79.23%	118	20.77%	568	100.00%	
CTF	227	81.36%	52	18.64%	279	100.00%	
CCB	39	82.98%	8	17.02%	47	100.00%	
Transportation	20	64.52%	11	35.48%	31	100.00%	
Grand Total	736	79.57%	189	20.43%	925	100.00%	

# **EXHIBIT 4**

**From:** Glover, Eric (DOC) <[eric.glover@dc.gov](mailto:eric.glover@dc.gov)>  
**Sent:** Friday, May 8, 2020 9:06 AM  
**To:** Grace Lopes <[gmlopes@risingforjustice.org](mailto:gmlopes@risingforjustice.org)>  
**Cc:** Saindon, Andy (OAG) <[andy.saindon@dc.gov](mailto:andy.saindon@dc.gov)>; Mark Jordan <[mjordan@sparb.org](mailto:mjordan@sparb.org)>  
**Subject:** RE: Time-Sensitive Data Requests -- Banks v. Booth

Grace,

Attached is a worksheet describing the six paths to medical treatment for residents at DOC. Thank you and have a good weekend.

Regards,

Eric S. Glover  
General Counsel  
District of Columbia  
Department of Corrections  
2000 14<sup>th</sup> Street, 7<sup>th</sup> Floor  
Washington, D.C. 20009  
Phone: (202) 671-0088  
Office Cell: (202) 286-8736  
Fax: (202) 671-2514



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Residents in all housing units are able to access medical care on all housing units via six processes outlined as follows:

1. **Sick Call-** Sick call requests are collected daily by nursing staff, where they are date stamped, then triaged according to Unity's "Sick Call Triage" policy. The slips are then given to the unit clerk/medical assistant who schedules the resident's appointment. This scheduling process is trackable in the Electronic Medical Record (EMR). If the nature of the sick call request is not urgent or symptom-based, the resident might be assessed after 48 hours depending on the nature of the concerns. After the unit clerk/medical assistant schedules the appointment, the sick call slip is scanned into the EMR within 24 hours (and the hard copy is shredded for HIPAA compliance). Occasionally residents place their sick call slips in the resident grievance box or in the mail, which can cause the slip to be delayed in arriving to the nursing triage areas. Date-stamping the sick call slip, scheduling the appointment in the EMR, and viewing the clinical note in the EMR are all easy to track and essentially serve as an electronic log for this process.
2. **Enhanced Access in Sick Call clinic-** Each day in DOC's housing units, residents are seen by a nurse practitioner, physician's assistant, or physician on their unit's Sick Call clinic. Residents are placed on the sick call schedule in a variety of ways. One way, referenced above, is through the sick call request process. Patients may also be scheduled by the urgent care provider (for example, a blood pressure check after a patient is seen in urgent care for a high blood pressure reading). Chronic care providers can also place patients on the sick call schedule for similar, simple follow up needs. The sick call providers also receive all abnormal intake lab results and see patients to discuss and treat a positive result, such as for chlamydia or a syphilis infection. Lastly, sick call providers are also going out onto the tiers and seeing if there are residents not on the schedule who need to be seen that day. This enhancement enables those who may not have filled out a sick call slip, or those who may not want to discuss their COVID-19 status or other concerns in a public setting, to be seen by a provider in the sick call clinic that day. On any given day, more patients may be seen in the Sick Call clinic than were on the original roster. The sick call process can be tracked in the EMR. This enhancement commenced on 04/13/2020.
3. **Urgent Care Clinic -** Residents are instructed in the Inmate Reception Center, the Intake Housing Unit and on all housing units that they can bring more urgent health concerns (including a wide range of symptoms that could be consistent with COVID) to a DOC officer's attention and be seen in at the DOC's Urgent Care Clinic, the same day of their complaint. Once alerted of a resident's complaint, DOC's correctional officers call medical staff who instruct the officers to bring the resident directly to the Urgent Care Clinic to be seen. Resident visits to the Urgent Care Clinic are documented in their EMR notes.
4. **Chronic Care Clinic-** Residents receive a comprehensive medical assessment during their initial intake screening. Those who present with a chronic medical condition are assessed, treated then scheduled for a follow-up appointment in the Chronic Care Clinic. The follow up appointments are usually scheduled 30 days out, but can be scheduled sooner, if necessary. Based on the stability of their condition, resident will have follow-up care appointments at either 30, 60 or 90 day intervals (or sooner as needed). These

appointments are tracked in the EMR. If a patient presenting for a Chronic Care Clinic appointment exhibits COVID-19 related symptoms (e.g, as detected by vital signs), they will be placed under investigation for COVID – 19.

- 5. Quarantine Housing Unit monitoring:** Residents on the quarantine unit are seen twice daily by Unity’s nursing staff. On their rounds on the quarantines housing units, nurses assess residents’ vital signs and ask the residents if they have any COVID-19 symptoms or other concerns. These visits are noted in the EMR. As an enhancement designed to help pick up COVID-19 positive patients quickly, when nurses note any abnormal vital signs or have a resident complain of symptoms, the nurses immediately call a provider (NP, PA or MD) and the resident is seen (and generally swabbed) within two hours. Regular Sick Call clinic also occurs on all housing units under quarantine. Patients seen in sick call clinic that day may exceed the initial roster of patients scheduled if nurses note abnormalities in vital signs or want residents to be quickly seen given their complaints. This enhancement to care commenced 03/26/2020 with the first quarantine unit.
- 6. Medical Emergencies-** When a resident has an acute medical emergency, DOC’s correctional officers call Unity’s Urgent Care Provider and a code is called to that Unit. The Medical Emergency Response Team promptly response to the call to assess the resident. If the resident requires treatment beyond what can be provided at DOC, 911 is called and DC Fire and Emergency Medical Services arrive to assess the need for the resident to be transferred to a higher level of care. Medical emergencies can be tracked through a resident’s EMR.

# **EXHIBIT 5**



**D.C. Department of Corrections  
Central Detention and Correctional Treatment Facilities  
Sick Call Request Form**

**CHOOSE ONLY ONE BOX PER ITEM**

**MARQUE SOLO UNA CASILLA POR PAPELETA**

Name/Nombre: \_\_\_\_\_

Date of Birth/Fecha de Nacimiento: \_\_\_\_\_

DCDC # \_\_\_\_\_ Housing Unit/Unidad: \_\_\_\_\_ Cell/Celda # \_\_\_\_\_

☐ I wish to be seen at sick call

☐ Yo deseo ser visto por el doctor

☐ Dental Treatment

☐ Tratamiento Dental

☐ Mental Health

☐ Salud Mental

☐ Other

☐ Otro

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- For any emergency, ask the officer to call the medical unit.
- Para cualquier emergencia pidale al oficial que llame al medico de turno.

Patient Signature/Firma del paciente: \_\_\_\_\_ Date/Fecha: \_\_\_\_\_

Medical Provider or Registered Nurse: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_


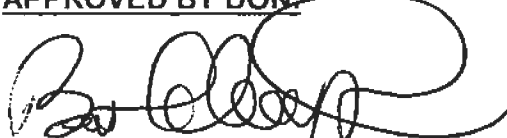
Time: \_\_\_\_\_ ☐ am ☐ pm

Comments

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# **EXHIBIT 6**

## UNITY HEALTH CARE, INC.

<b>DEPARTMENT:</b>  CENTRAL DETENTION FACILITY AND CORRECTIONAL TREATMENT FACILITIES HEALTH SERVICES DIVISION	<b>TITLE:</b>  Sick Call Triage	<b>Nrsng Protocol:</b> Triage
<b>REVIEWED BY:</b>  	<b>EFFECTIVE DATE:</b>  May 05, 2020	<b>PAGE:</b> 1 of 1
<b>APPROVED BY MEDICAL DIRECTOR:</b>  		<b>APPROVED BY DON:</b>  

**PURPOSE:** To establish and maintain a guidance for triage of sick call slips as part of the Sick Call process at the DC Department of Corrections.

**DEFINITION:** The process of determining the priority of patients' treatments based on the severity of their condition or likelihood of recovery with and without treatment.

**PROCEDURE:**

Upon review of the sick call slips, using clinical judgement, determine the triage level

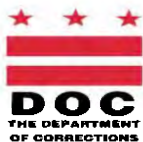
1. Level 1- Emergency/Urgent Care

- Chest pain
- Withdrawal Symptoms
- Respiratory Symptoms (shortness of breath, hyperventilation, respiratory depression)
- Syncope (passed out, confusion, "blackout,"
- Seizure activity
- Positive TST/TB Exposure
- Severe injury
- Severe abdominal pain
- Severe dehydration
- COVID symptoms (headache, GI symptoms, SOB, cough, fever)
- Suicidal Ideation/Gestures/Attempt

2. Level 2 – Sick Call (schedule appointment)

- Mild cold symptoms
- Minor injuries
- Rx refill requests
- Mild-Moderate Pain (1-6/10 pain scale)
- Wellness Checks
- Dietary Requests
- STD Testing
- Blood Pressure Check
- Specialty requests (Ophthalmology, podiatry, dermatology)

# **EXHIBIT 7**



# D.C. Department of Corrections



## Office of the Director

### Open Letter to All Employees From Director Quincy L. Booth DOC-OL20-09: April 27, 2020

(Mandatory Training: IR Thermometer and Personal Protective Equipment)

In these unprecedented times, DOC appreciates your ongoing dedication, professionalism and support of the agency's critical mission. The safety and security of staff, residents and contractors is our top priority.

As we work together to respond to the COVID-19 public health emergency, we need to constantly emphasize the importance of personal protective equipment (PPE). That is why we are providing masks and gloves to everyone entering our facilities and requiring they be worn at all times. Staff assigned to transportation and the quarantine and isolation units will be provided specific PPE for use in those areas. It is imperative that all staff understand how to properly use, don, doff, and dispose of their PPE.

I want to thank the Center for Professional Development and Learning team for creating the required training module, "***Wearing Personal Protective Equipment***," through the Bridge Learning Management System. **This training is mandatory for all DOC staff.**

Please take the necessary time to complete the training. If you are completing the training during your shift, you must get your supervisor's approval prior to completing the course during your shift.

Please see the attached instructions on how to navigate the system. It is critical that everyone take this course and I ask for your cooperation. If you have any questions or concerns, please contact Dr. Lynnita Thomas at [Lynnita.thomas@dc.gov](mailto:Lynnita.thomas@dc.gov).

**All DOC staff must complete the training by Monday, May 4, 2020.** If you do not attend, your supervisor and division Deputy Director will be notified by the online system.

*The D.C. Department of Corrections' vision is to be a benchmark correction agency. To become benchmark agency, we will serve with pride, passion and professionalism in caring for human lives.*

Please continue to practice health and safety precautions that will help us keep our DOC facilities, staff, and residents safe and healthy. Follow the guidance below on how to reduce your risk of infection and slow its spread.

- Practice social distancing by staying at least six feet away from other people.
- Thoroughly wash your hands for at least 20 seconds multiple times a day.
- Avoid close contact with people who are sick.
- Avoid touching your eyes, nose, and mouth.
- Sanitize your equipment.
- Follow the safety protocols in place at each of the DOC facilities.
- If you are sick, contact your healthcare provider and request sick leave through your supervisor.

Thank you for your continued commitment to serving our city and our neighbors.

For more information about COVID-19, visit:

<https://coronavirus.dc.gov/>

<https://dchealth.dc.gov/coronavirus>

<https://cdc.gov/coronavirus/2019-ncov/index.html>

<https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html/>

**PLEASE READ AT ALL ROLL CALLS FOR SEVEN (7) CONSECUTIVE DAYS**

**AND POST ON ALL APPROPRIATE BULLETIN BOARDS**

*The D.C. Department of Corrections' vision is to be a benchmark correction agency. To become benchmark agency, we will serve with pride, passion and professionalism in caring for human lives.*

# **EXHIBIT 8**

**“Wearing Personal Protection Equipment” On-Line Training for DOC Staff**

Objectives of this session...

**This session will provide:**

- Staff training on the use of infrared thermometers & responding to inaccurate readings.
- Basic Personal Protective Equipment (PPE) training for staff who will train other staff and staff who will wear PPE.
- A review of the proper way to don, doff and discard PPE.
- Information on the importance of social distancing in the DOC.



COVID-19

**What we know about COVID-19:**

- Coronavirus (COVID-19) is an illness caused by a virus that can spread from person to person via respiratory droplets among close contacts.
- The virus that causes COVID-19 is a new coronavirus that has spread throughout the world.
- COVID-19 symptoms can range from mild (or no symptoms) to severe illness.



CONTINUE >

Preliminary Screening

**Any person entering the Central Detention Facility (CDF) and/or the Correctional Treatment Facility (CTF) will be required to:**

- Allow medical staff to conduct a body temperature screening. Using Enhanced Body Temperature screening equipment (infrared technology) to measure temperature at a distance using a forward looking infrared camera.
- After an individual enters the building, they may be asked to pause for a few seconds for a screening. Each individual will be required to take off hats, face coverings and/or glasses.

If an individual has an elevated temperature reading of 100.4°F (38°C) or higher, they will be asked to step aside for a secondary temperature screening. If the secondary screening confirms an elevated temperature, the individual will be referred to their primary health care provider and asked to leave the CDF and/or CTF.

**In the next slide, we will provide you with an overview of the type of Infrared No Touch Thermometer medical staff will be using.**



CONTINUE >

## Infrared Thermometer Use


In this video, an overview is provided describing the type of Infrared No Touch Thermometer medical staff will be using to conduct preliminary screenings at the CDF/CTF:



CONTINUE

## What type of PPE will be issued?

Upon entry into the CDF/CTF, individuals will be provided with Personal Protective Equipment (PPE).





### PERSONAL PROTECTIVE EQUIPMENT GUIDELINES

DC DCC employees assigned to specialized units are required to wear Personal Protective Equipment (PPE). Some supplies are provided based on availability.\*

**STAFF ENTRANCES**

Gloves  
Surgical Mask







**QUARANTINE UNITS**

Gloves  
Surgical Mask

**ISOLATION UNITS/  
INTERACTIONS**

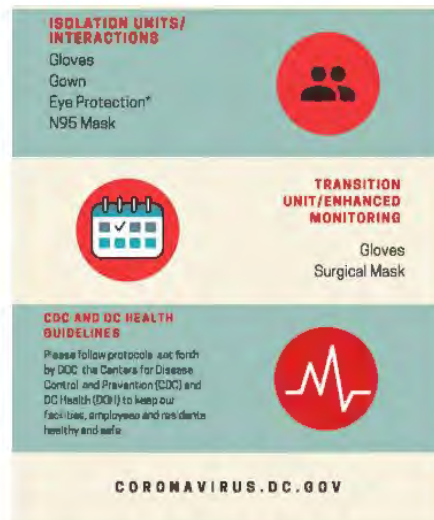
Gloves  
Gown  
Eye Protection\*  
N95 Mask





**TRANSITION UNIT/ENHANCED MONITORING**

Gloves  
Surgical Mask



< CONTINUE >

## When is PPE necessary?

**DOC staff and resident are required to wear a mask and gloves at all times to help stop the spread of the COVID-19.**

- Staff assigned to work in isolation units shall wear PPE for the duration of being physically present in the identified isolation housing units.
- PPE should be worn by individuals transporting residents who are under investigation for (suspected or possible exposure) or confirmed with COVID-19 within a facility.

< CONTINUE >

## Wash Your Hands...

**First things first, all staff and residents are required to follow the Center for Disease Control's guidelines:**

- Clean and disinfect frequently touched surfaces.
- Wash your hands often with soap and water for at least 20 seconds, or use an alcohol-based hand sanitizer that contains at least 60% alcohol.



## Face Mask Use

**All DOC staff and residents are required to wear a face mask while inside any DOC facility.**

The use of face masks is crucial for medical staff and other people who are taking care of someone infected with COVID-19 in close settings.



Gloves should be worn when in direct contact of patients who are under investigation for (suspected or possible exposure) or confirmed with COVID-19 within our facility. Gloves should be changed between patients and hand hygiene performed before and after use. See instructions below:



## Proper Way to Don and Doff PPE

Take a moment and watch this video showing you the proper way to Don and Doff PPE...



< CONTINUE >

## Disposal of used PPE

Once you have properly doffed your PPE, proper disposal of all used PPE is very important. At identified locations within the CDF and CTF, waste cans will be placed to receive **used** PPE items.

**Locations will be identified with clear signs stating: "For PPE usage only".**



## Importance of Social Distancing at DOC

**Social distancing at DOC:** Social distancing, also called "physical distancing," means keeping space between yourself and others while inside the CDF and CTF.

**To practice social or physical distancing in the DOC, we have implemented the below:**

- **ODRs:** the ODR floor where a table is placed will be marked with an X to indicate the inability to use. Tables will be spread apart with one chair at each.
- **Pool room:** signage will be posted stating "no more than 2 persons with a reminder to maintain 6ft distance from each other".
- **Staff Entrances** signage will be posted encouraging social distance.
- **Housing Units-** an X will be marked on the telephone and seated area to indicate the inability to use.
- **IRC-** the seating area will be marked with an X to indicate the inability to use. Signage will be posted "please practice social distancing...".
- **Roll Call-** an X will be placed on the CTF gym floor and CDF outdoor recreation yard to encourage social distancing.

# Please Practice Social Distancing



By staying at least six feet away from others.

*Thank you for your consideration.*



CONTINUE >

## Stay Safe!

As always, thanks so much for playing your role in helping us keep our community safe during this critical time!



COMPLETE >

## Video links

Infrared Thermometer

<https://youtu.be/UrMoK9CD4f0>

Face Mask Use

<https://youtu.be/JwPWdkbyizw>

Donning and Doffing PPE

<https://youtu.be/quwzg7Vixsw>

# **EXHIBIT 9**

# Wearing Personal Protective Equipment Training



The DC Department of Corrections takes the safety and well-being of staff, residents, visitors, volunteers and contractors extremely serious.

*This presentation offers information about our efforts to maintain safety!*

# Objectives

## **This presentation will provide:**

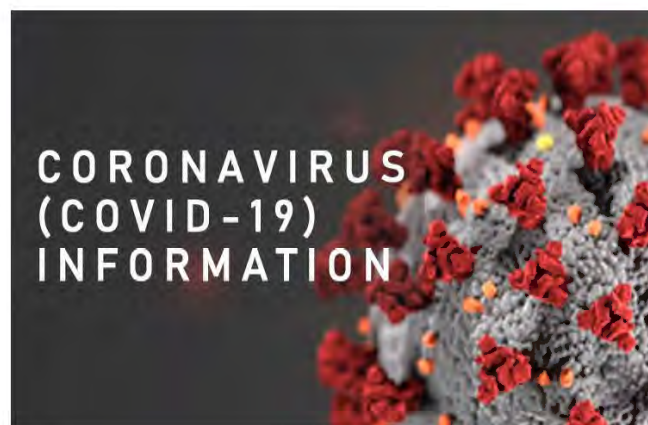
- Staff training on the use of infrared thermometers & responding to inaccurate readings.
- Basic Personal Protective Equipment (PPE) training for staff who will train other staff and staff who will wear PPE.
- A review of the proper way to don, doff and discard PPE.
- Information on the importance of social distancing in the DOC.



# COVID-19

## What we know about COVID-19:

- Coronavirus (COVID-19) is an illness caused by a virus that can spread from person to person via respiratory droplets among close contacts.
- The virus that causes COVID-19 is a new coronavirus that has spread throughout the world.
- COVID-19 symptoms can range from mild (or no symptoms) to severe illness.



# Preliminary Screening

**Any person entering the Central Detention Facility (CDF) and/or the Correctional Treatment Facility (CTF) will be required to:**

- Allow medical staff to conduct a body temperature screening. Using Enhanced Body Temperature screening equipment (infrared technology) to measure temperature at a distance using a forward looking infrared camera.
- After an individual enters the building, they may be asked to pause for a few seconds for a screening. Each individual will be required to take off hats, face coverings and/or glasses.

If an individual has an elevated temperature reading of 100.4°F (38°C) or higher, they will be asked to step aside for a secondary temperature screening. If the secondary screening confirms an elevated temperature, the individual will be referred to their primary health care provider and asked to leave the CDF and/or CTF.

**In the next slide, we will provide you with an overview of the type of Infrared No Touch Thermometer medical staff will be using.**

# Infrared Thermometer Use


**In this video, an overview is provided describing the type of Infrared No Touch Thermometer medical staff will be using to conduct preliminary screenings at the CDF/CTF:**



- ❖ Remove the protective cap from the thermometer.
- ❖ Press the power button to turn it on.
- ❖ Hold the thermometer steady for accurate reading.
- ❖ Make sure any hair, dirt, or sweat is clean and clear from the forehead.
- ❖ Position the thermometer between the eyebrows (up to 2 inches from forehead)
- ❖ Press the temperature button to begin.
- ❖ Once taken, the reading will show a green, yellow, or red light.
- ❖ The thermometer will beep 10 times when the temperature is 99.4 degrees or above.
- ❖ When you are done using the thermometer, press the power button to turn it off.  
*(It will automatically power down after 60 seconds without use).*

# What type of PPE will be issued?

Upon entry into the CDF/CTF, individuals will be provided with **Personal Protective Equipment (PPE)**.




## PERSONAL PROTECTIVE EQUIPMENT GUIDELINES

DC DOC employees assigned to specialized units are required to wear Personal Protective Equipment (PPE). Some supplies are provided based on availability.\*

### STAFF ENTRANCES

Gloves  
Surgical Mask





### QUARANTINE UNITS

Gloves  
Surgical Mask

### ISOLATION UNITS/ INTERACTIONS

Gloves  
Gown  
Eye Protection\*  
N95 Mask





### TRANSITION UNIT/ENHANCED MONITORING

Gloves  
Surgical Mask

### CDC AND DC HEALTH GUIDELINES

Please follow protocols set forth by DOC the Centers for Disease Control and Prevention (CDC) and DC Health (DOH) to keep our facilities, employees and residents healthy and safe.



**CORONAVIRUS.DC.GOV**

# When is PPE Necessary?

**DOC staff and resident are required to wear a mask and gloves at all times to help stop the spread of the COVID-19.**

- Staff assigned to work in isolation units shall wear PPE for the duration of being physically present in the identified isolation housing units.
- PPE should be worn by individuals transporting residents who are under investigation for (suspected or possible exposure) or confirmed with COVID-19 within a facility.

# Wash Your Hands?

**First things first, all staff and residents are required to follow the Center for Disease Control's guidelines:**

- Clean and disinfect frequently touched surfaces.
- Wash your hands often with soap and water for at least 20 seconds, or use an alcohol-based hand sanitizer that contains at least 60% alcohol.



# Face Mask Use

**All DOC staff and residents are required to wear a face mask while inside any DOC facility.** The use of face masks is crucial for medical staff and other people who are taking care of someone infected with COVID-19 in close settings.

## How to wear a face mask



Clean your hands with soap and water or hand sanitizer



Hold the mask by the ear loops and place a loop around each ear



Mold or pinch the stiff edge to the shape of your nose



Pull the bottom of the mask over your mouth and chin



Avoid touching the front of the mask when wearing

# Wearing Gloves and Gowns

Gloves should be worn when in direct contact of patients who are under investigation for (suspected or possible exposure) or confirmed with COVID-19 within our facility.

Gloves should be changed between patients and hand hygiene performed before and after use. **See instructions below:**



# Proper Way to Don and Doff PPE

Take a moment and review the steps showing you the proper way to **Don (put on)** and **Doff (take off)** PPE...

## PUTTING ON PERSONAL PROTECTIVE EQUIPMENT

- |          |                               |   |
|----------|-------------------------------|---|
| <b>1</b> | PERFORM HAND HYGIENE          |    |
| <b>2</b> | PUT ON GOWN                   |    |
| <b>3</b> | PUT ON MASK OR N95 RESPIRATOR |   |
| <b>4</b> | PUT ON EYE PROTECTION         |  |
| <b>5</b> | PUT ON GLOVES                 |  |

## REMOVING PERSONAL PROTECTIVE EQUIPMENT

- |          |                               |  |
|----------|-------------------------------|--|
| <b>1</b> | REMOVE GLOVES                 |    |
| <b>2</b> | REMOVE GOWN                   |    |
| <b>3</b> | PERFORM HAND HYGIENE          |    |
| <b>4</b> | REMOVE EYE PROTECTION         |   |
| <b>5</b> | REMOVE MASK OR N95 RESPIRATOR |  |
| <b>6</b> | PERFORM HAND HYGIENE          |  |

## ISOLATION PPE Sequence\* DONNING & DOFFING PPE



\*Refer to CDC Guidelines for application and isolation category

## DON PPE From the BOTTOM UP

- 1. Gown**
- 2. Mask**
- 3. Goggles**
- 4. Gloves**

## DOFF PPE in ALPHABETICAL Order

- 1. Gloves**
- 2. Goggles**
- 3. Gown**
- 4. Mask**

USE ONLY ARTICLES  
REQUIRED FOR EACH  
ISOLATION LEVEL...

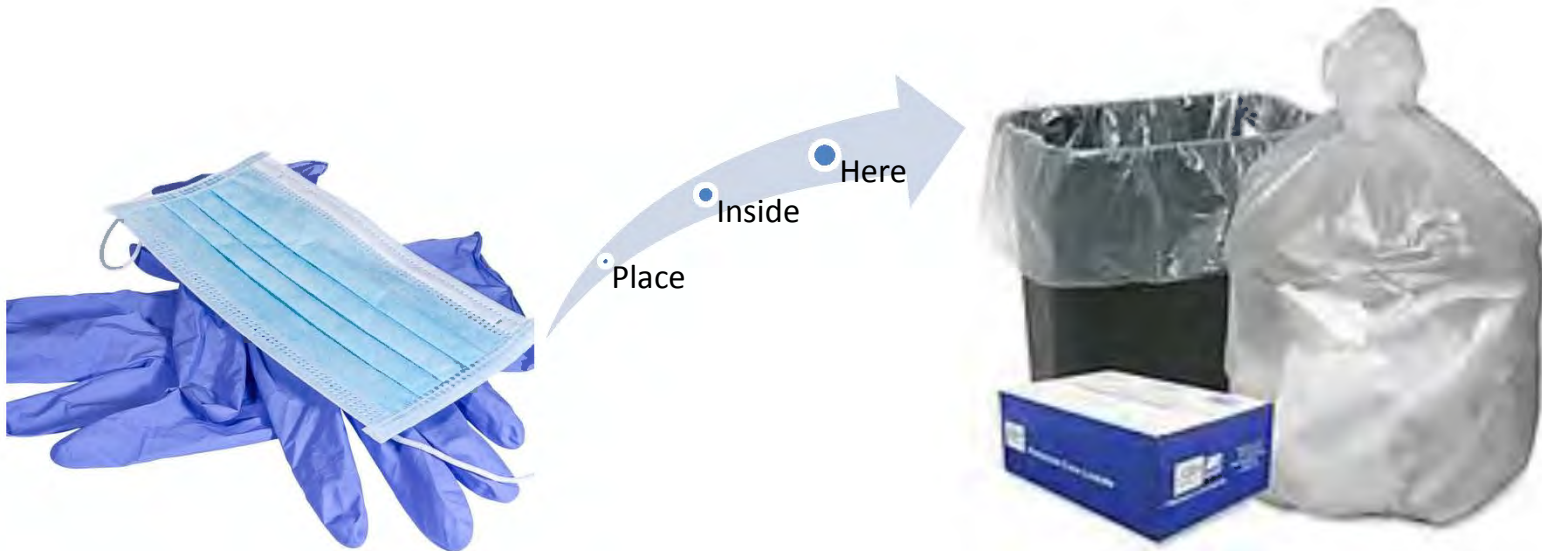
- CONTACT
- DROPLET
- AIRBORNE

**PATIENT  
SAFETY  
FIRST**

# Disposal of used PPE

Once you have properly doffed your PPE, proper disposal of all used PPE is very important. At identified locations within the CDF and CTF, waste cans will be placed to receive ***used*** PPE items.

Locations will be identified with clear signs stating: **"For PPE usage only"**.



# Importance of Social Distancing at DOC

## **Social distancing at DOC:**

Social distancing, also called “physical distancing,” means keeping space between yourself and others while inside the CDF and CTF.

## **Please Practice Social Distancing**



By staying at least six feet away from others.

*Thank you for your consideration.*



# Importance of Social Distancing at DOC

**To practice social or physical distancing in the DOC, we have implemented the below:**

- ✓ **ODRs:** the ODR floor where a table is placed will be marked with an X to indicate the inability to use. Tables will be spread apart with one chair at each.
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- ✓ **IRC-** the seating area will be marked with an X to indicate the inability to use. Signage will be posted "please practice social distancing..."
- ✓ **Roll Call-** an X will be placed on the CTF gym floor and CDF outdoor recreation yard to encourage social distancing.



Quincy L. Booth  
Director

# Stay Safe!

As always, thanks  
so much for  
playing your role  
in helping us keep  
our community  
safe during this  
critical time!



# **EXHIBIT 10**

GOVERNMENT OF THE DISTRICT OF COLUMBIA TASK ORDER/DELIVERY ORDER FOR SERVICES OFFEROR TO COMPLETE BLOCKS 18 & 29				1. REQUISITION NUMBER N/A		PAGE 1 of 8	
2. TASK ORDER AGREEMENT NO. CW82753		3. Award/Effective Date See 30C below		4. CONTRACT NUMBER GSA Contract #47QRAA18D0074		5. SOLICITATION NUMBER N/A	
7. FOR SOLICITATION INFORMATION CONTACT: Email: Courtney.Lattimore@dc.gov		A. NAME Courtney B. Lattimore		B. TELEPHONE (No Collect Calls) PHONE. 202-671-2327		8. OFFER DUE DATE:	
9. ISSUED BY  OFFICE OF CONTRACTING AND PROCUREMENT TRANSPORTATION AND SPECIALTY EQUIPMENT COMMODITY GROUP 2000 14 <sup>TH</sup> STREET, NW, 6 <sup>TH</sup> FLOOR WASHINGTON, DC 20009				10. THIS ACQUISITION IS  <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE %FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUS. <input checked="" type="checkbox"/> Cooperative Agreement <input type="checkbox"/> DCSS SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> N/A	
						12. PAYMENT DISCOUNT TERMS Net 30 days	
						13. RESERVED	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFTOP <input type="checkbox"/> IFB <input type="checkbox"/> RFP <input type="checkbox"/> 2-STEP	
5. CONTRACTOR / OFFEROR  Potomac-Hudson Engineering, Inc. 77 Upper Rock, Suite 302 Rockville, MD 20850				16. PAYMENT WILL BE MADE BY  Public Safety & Justice Cluster (PSJC) Cluster Financial Manager, Accounts Payable Division 899 North Capitol Street, N.E. 6 <sup>th</sup> Floor, Suite: #600A Washington, D.C. 20002			
15A DUNS CODE		15B TAX ID NO.					
17. DELIVER TO  DC Department of Corrections (DOC) 2000 14 <sup>th</sup> Street NW, 7 <sup>th</sup> Floor Washington, DC 20009				18. ADMINISTERED BY  DC Department of Corrections (DOC) 2000 14 <sup>th</sup> Street NW, 7 <sup>th</sup> Floor Washington, DC 20009			
18A. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				18B. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16 UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19 ITEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES			21 ESTIATED QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
0001	Environmental Conditions Inspections			See Attachment B - Price Schedule			
25. ACCOUNTING AND APPROPRIATION DATA ENCUMBRANCE CODE:					26. TOTAL ESTIMATED AWARD (FOR GOVT. USE ONLY) Not-to-Exceed \$75,000.00		
27. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ONE COPY TO THE ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL PAGES SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. THIS ORDER IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE CONTRACT IDENTIFIED IN BLOCK 4.					28. THE FOLLOWING DOCUMENTS ARE INCORPORATED BY REFERENCE INTO THIS DELIVERY ORDER IN THE FOLLOWING PRIORITY: (1). THIS DELIVERY ORDER IS SUBJECT TO THE TERMS AND CONDITIONS OF THE U.S. COMMUNITIES CONTRACT IDENTIFIED IN BLOCK 4.		
29A. SIGNATURE OF OFFEROR /CONTRACTOR					30A. DISTRICT OF COLUMBIA (SIGNATURE OF CONTRACTING OFFICER)		
29B. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			29C. DATE SIGNED	30B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Courtney B. Lattimore Contracting Officer		30C. DATE SIGNED	

**Task Order No.: CW82753**  
**Environmental Conditions Inspection**

**1. SERVICES/SUPPLIES REQUIRED**

The Contractor shall provide perform Environmental Conditions Inspections at the two Department of Correction Facilities:

- Central Detention Facility
- Correctional Treatment Facility

**2. TASK ORDER NO: CW82753**

- 2.1** The District awards a Labor Hour contract with a cost-reimbursable component.

**3. PERIOD OF PERFORMANCE:**

The period of performance shall be date of award through three (3) months, thereafter.

**4. OPTION TO EXTEND THE TERM OF THE AGREEMENT**

- 4.1** The Government may extend the term of this agreement for a period of three, one (1) month option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.
- 4.2** If the District exercises this option, the extended contract shall be considered to include this option provision.
- 4.3** The price for the option period shall be as specified in the contract.
- 4.4** The total duration of this contract, including the exercise of any options under this clause, shall not exceed six (6) months.

**5. CONTRACTING OFFICER (CO)**

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

Courtney B. Lattimore  
Office of Contracting and Procurement  
2000 14<sup>th</sup> Street, NW, 6<sup>th</sup> Floor  
Washington, DC 20009  
202-671-2327  
[Courtney.Lattimore@dc.gov](mailto:Courtney.Lattimore@dc.gov)

**Task Order No.: CW82753**  
**Environmental Conditions Inspection**

**6. AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

- 6.1** The CO is the only person authorized to approve changes in any of the requirements of this task order.
- 6.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this task order, unless issued in writing and signed by the CO.
- 6.3** 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 task order price to cover any cost increase incurred as a result thereof.

**7. CONTRACT ADMINISTRATOR**

- 7.1** The CA is responsible for general administration of the task order and advising the CO as to the Contractor's compliance or noncompliance with the task order. The CA has the responsibility of ensuring the work conforms to the requirements of the task order and such other responsibilities and authorities as may be specified in the task order. These include:
  - 7.1.1** 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 task order;
  - 7.1.2** Coordinating site entry for Contractor personnel, if applicable;
  - 7.1.3** 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;
  - 7.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
  - 7.1.5** Maintaining a file that includes all task order correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- 7.2** The address and telephone number of the CA is:

Gloria Robertson  
Manager, Compliance  
D.C. Department of Corrections  
1901 D Street SE  
Washington, DC 20003  
(o)202.523.7017  
gloria.robertson@dc.gov

**Task Order No.: CW82753**

**Environmental Conditions Inspection**

**7.3** The CA shall NOT have the authority to:

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

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

**8. COMPENSATION AND PAYMENT**

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

**8.2** In instances where the Mayor has declared an emergency and the District utilizes the Contractor's services under this contract during the declared emergency, the Contractor agrees to accept payment for those services by the District's credit card. The District shall not be liable to Contractor for any associated credit card fees.

**9. INVOICE SUBMITTAL**

**9.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer with concurrent copies to the Contract Administrator (CA) specified in Section 7.2 above.

**9.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

- 9.2.1** Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);
- 9.2.2** Contract number and invoice number;
- 9.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- 9.2.4** Other supporting documentation or information, as required by the Contracting Officer;

**Task Order No.: CW82753**

**Environmental Conditions Inspection**

- 9.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- 9.2.6** Name, title, phone number of person preparing the invoice;
- 9.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and
- 9.2.8** Authorized signature.

**10. PAYMENT**

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

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is in accordance with the following:
  - Payment will be made on completion and acceptance of the following stages of work in accordance with the hourly rates stated in the Schedule in Attachment B:
    - Upon completion of the initial inspection and establishment of a protocol
    - Upon project completion; and
- c) Presentation of a properly executed invoice

**11. INSPECTION AND ACCEPTANCE**

- 11.1** The inspection and acceptance requirements for the resultant contract shall be governed by clause number five (5), Inspection of Supplies, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010.
- 11.2** Representatives of the Government of the District of Columbia shall perform inspection and acceptance of the vehicle/s to be furnished under this order at the destination to ensure that the vehicle/s conform to the terms of the resultant contract. Any item found not in compliance with the specifications shall be rejected.

**12. 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

**Task Order No.: CW82753**  
**Environmental Conditions Inspection**

following documents are incorporated into the task order by reference and made a part of the task order in the following order of precedence:

**13. INCORPORATED DOCUMENTS AND ORDER OF PRECEDENCE**

The following documents are incorporated by reference into the contract. In the event of an inconsistency among the provisions of this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- 13.1** This Agreement, including Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, dated July 2010.
- 13.2** Statement of Work (Attachment A)
- 13.3** Price Schedule (Attachment B)
- 13.4** GSA Contract No.: 47QRAA18D0074 with Potomac-Hudson Engineering, Inc. (Attachment C)
- 13.5** Contractor's Quote dated May 13, 2020 (Attachment D)

**14. DISPUTES**

**14. Disputes**

All disputes arising under or relating to the contract shall be resolved as provided herein.

- (a) Claims by the Contractor against the District:** Claim, as used in paragraph (a) 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 the 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
- (1)** 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 CO for a decision. The Contractor's claim shall contain at least the following:
  - (i)** A description of the claim and the amount in dispute;
  - (ii)** Data or other information in support of the claim;
  - (iii)** A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
  - (iv)** The Contractor's request for relief or other action by the CO.
- (2)** The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.

**Task Order No.: CW82753**

**Environmental Conditions Inspection**

- (3) The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO 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.
- (4) The CO's written decision shall do the following:
  - (i) Provide a description of the claim or dispute;
  - (ii) Refer to the pertinent contract terms;
  - (iii) State the factual areas of agreement and disagreement;
  - (iv) 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;
  - (v) 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;
  - (vi) Indicate that the written document is the CO's final decision; and
  - (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (5) Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2 360.04
- (6) If a contractor is unable to support any part of its 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. Liability under this paragraph (a)(6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
- (7) 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 CO.
- (b) **Claims by the District against the Contractor:** Claim as used in paragraph (b) 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 the 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.
- (1) The CO shall decide all claims by the District against a contractor arising under or relating to a contract.
- (2) The CO shall send written notice of the claim to the contractor. The CO's written decision shall do the following:

**Task Order No.: CW82753**

**Environmental Conditions Inspection**

- (i) Provide a description of the claim or dispute;
  - (ii) Refer to the pertinent contract terms;
  - (iii) State the factual areas of agreement and disagreement;
  - (iv) 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;
  - (v) 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;
  - (vi) Indicate that the written document is the CO's final decision; and
  - (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (3) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.
- (4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.
- (5) The authority contained in this paragraph (b) 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.
- (6) This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (c) Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.
- (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 CO.

**Task Order CW82753**

Environmental Conditions Inspection

Attachment A

**STATEMENT OF WORK**

**1. SCOPE**

The Contractor shall provide ongoing Environmental Conditions inspections at the Department of Corrections' primary facilities:

- Central Detention Facility (CDF)
- Correctional Treatment Facility (CTF)

**2. BACKGROUND**

The DC Department of Corrections (DOC) is responding the recommendation of the temporary restraining order issued on April 19, 2020 by the D.C. Superior Court, and to the findings of a February 2019 report from the Office of District of Columbia Auditor, entitled "*Poor Conditions Persist at Aging D.C. Jail; New Facility Needed to Mitigate Risks*". In the report, the ODCA focused on environmental conditions, incident reporting and tracking, and compliance with American Correctional Association, American Public Health Association, and National Commission on Correctional Health Care standards. DOC seeks the assistance of an experience contractor in addressing the areas of concern to ensure the safety of its population, particularly in response to the COVID-19 pandemic.

**3. REQUIREMENT**

**3.1** The Contractor shall have the necessary experience, equipment and personnel to provide the required services.

**3.2** The Contractor shall hold an initial kick-off meeting with the Contract Administrator (CA), the facility compliance manager and any other personnel as designated by the CA on Thursday, May 14, 2020.

**3.2.2** The Contractor shall also conduct a minimum of four (4) progress meetings with the CA and designated DOC personnel. The Contractor and the CA shall mutually agree upon the platform to be used for progress meetings (i.e., in-person, teleconference, MS Teams, WebEx, Etc.).

**3.3** Following the kickoff, the Contractor shall work with CA to determine the appropriate means for conducting an audit of the facilities listed in Section I.

**3.3.1** The Contractor shall conduct an offsite review of all relevant documentation to include the contract requirements for the onsite cleaning Contractor.

**3.3.2** The Contractor shall conduct facilitation meeting with the CA, designated DOC personnel and the onsite cleaning contractor to develop a COVID-19 cleaning protocol to protect work health and minimize potential community spread.

**Task Order No.: CW82753**

**Environmental Conditions Inspection**

**Attachment A**

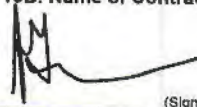
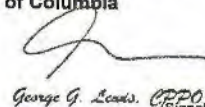

- 3.3** Following document review and initial meeting with the cleaning contractor, the Contractor shall develop a draft COVID-19 Cleaning Protocol. After review and approval by the CA and designated DOC personnel, the protocol will be provided to the cleaning contractor for implementation. It is anticipated that the cleaning contractor will require one week to implement the cleaning protocol prior to the onsite inspection visit.
- 3.4** Following the implementation of the recommended protocol, the Contractor's onsite personnel shall be present at the facilities for not more than ten (10) eight-hour days. The 10 days shall include two consecutive weeks (Monday through Friday) during normal business hours.

  - 3.4.1** The Contractor's personnel shall provide oversight to the onsite cleaning contractor to ensure the protocol is being followed.
  - 3.4.2** The Contractor shall provide no less than two (2) onsite personnel to shadow the onsite cleaning contractor during the 10-day period.
- 3.5** Upon completion of the audit and meetings, the Contractor shall prepare a combined report for both facilities (draft and final versions), describing the findings of the audit and providing a corrective action plan to return the facilities to the level of compliance acceptable to the ODCA before the expiration of the contract term.

  - 3.5.1** The Contractor report shall include a final COVID-19 Cleaning Protocol incorporating any lessons learned through evaluation of the implementation of the draft protocol by the cleaning contractor, along with any further recommendations for improvement DOC's existing sanitization plan.
- 3.6** The Contractor shall conduct up two (2) follow up monthly COVID-19 inspections to ensure the onsite Contractor is adhering to the recommended protocols and noted deficiencies have been corrected.

  - 3.6.1** The Contractor shall provide follow-on recommendations to the CA to ensure the recommended protocols are sustainable beyond the contract term.

# **EXHIBIT 11**

<b>AWARD/CONTRACT</b>				<b>1. Caption</b>		<b>Page of Pages</b>	
				Comprehensive Hazardous Materials ("HAZMAT") Environmental Cleaning Services related to the SARS-CoV-2 (COVID-19) Coronavirus-19 Pandemic for the Department of Corrections.		1	53
<b>2. Contract Number</b>		<b>3. Effective Date</b>		<b>4. Requisition/Purchase Request/Project No.</b>			
DCAM-20-NC-EM-0079A		12-MAY-2020					
<b>5. Issued By:</b> George G. Lewis, CPPO		<b>Code</b>		<b>6. Administered by (If other than line 5)</b> Domonique L. Banks, Contract Specialist			
Department of General Services Contracts and Procurement Division 2000 14 <sup>th</sup> Street, 8 <sup>th</sup> Floor Washington, DC 20009				Department of General Services Contracts and Procurement Division 2000 14 <sup>th</sup> Street, 8 <sup>th</sup> Floor Washington, DC 20009			
<b>8. Name and Address of Contractor (No. street, city, county, state and Zip Code)</b>  <b>ROCK SOLID DISTRICT GROUP, LLC.</b> 1025 Connecticut Avenue   Suite 1000 Washington, D.C. 20036 <b>Arvella Gardner   (202) 239-7600   calltherock@gmail.com</b>				<b>8. Delivery</b> <input type="checkbox"/> FOB Origin <input type="checkbox"/> Other (See Schedule Section F)			
				<b>9. Discount for prompt payment</b> Net thirty (30) Days			
				<b>10. Submit Invoices to the Address shown in item 6 (2 copies unless otherwise specified)</b>		<b>Item 6</b>	
<b>Code</b>	<b>Facility</b>						
<b>11. Ship to/Mark For</b>		<b>Code</b>	<b>12. Payment will be made by</b>		<b>Code</b>		
			Government of the District of Columbia				
<b>13. Reserved for future use</b>				<b>14. Accounting and Appropriation Data</b> <b>ENCUMBRANCE CODE:</b>			
<b>15A. Item</b>	<b>15B. Supplies/Services</b>		<b>15C. Qty.</b>	<b>15D. Unit</b>	<b>15E. Unit Price</b>	<b>15F. Amount</b>	
0001	FIXED-PRICE MONTHLY SERVICE RATE		EA	MONTHLY	\$209,517.92	\$628,553.76	
<b>TOTAL AMOUNT OF CONTRACT</b>						<b>AGGREGATE NTE</b> \$653,553.76	
<b>16. Table of Contents</b>							
(X)	Section	Description	Page	(X)	Section	Description	Page
	<b>PART I - THE SCHEDULE</b>				<b>PART II - CONTRACT CLAUSES</b>		
X	A	Solicitation/Contract Form			I	Contract Clauses	
X	B	Supplies or Services and Price/Cost			<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>		
X	C	Description/Specifications/Work Statement			J	List of Attachments	
X	D	Packaging and Marking			<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>		
X	E	Inspection and Acceptance			K	Representations, Certifications and Other Statements of Offerors	
X	F	Deliveries or Performance			L	Instructions, conditions & notices to offerors	
X	G	Contract Administration data			M	Evaluation factors for award	
X	H	Special Contract Requirements					
<b>EMERGENCY PROCUREMENT SCHEDULE</b>							
<b>ISSUE DATE</b>		Friday, March 13, 2020					
<b>Contracting Officer will complete Item 17 or 18 as applicable</b>							
<b>17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT</b> (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items, perform all the services set forth or otherwise identified above and on any continuation sheets, for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				<b>18. <input checked="" type="checkbox"/> AWARD</b> (Contractor is not required to sign this document.) Your offer on Solicitation Number <b>DCAM-20-NC-EM-0079A</b> , including the additions or changes made by which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
<b>19A. Name and Title of Signer (Type or print)</b>  Arvella J. Gardner, President				<b>20A. Name of Contracting Officer</b> George G. Lewis, CPPO Chief of Contracts & Procurement, Chief Procurement Officer			
<b>19B. Name of Contractor</b>		<b>19C. Date Signed</b>		<b>20B. District of Columbia</b>		<b>20C. Date Signed</b>	
		12-MAY-2020				12-MAY-2020	
(Signature of person authorized to sign)				George G. Lewis, CPPO (Signature of Contracting Officer)			
 Government of the District of Columbia							

## SECTION B

### CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

**B.1** Pursuant to D.C. Code § 7-2304. Issuance of emergency executive order; contents; actions of Mayor after issuance This Emergency Contract (the "Contract") DCAM-20-NC-EM-0079A is made by and between the District of Columbia Government (the "District") by and through its Department of General Services ("DGS"), on behalf of the Department of Corrections ("DOC"), collectively (the "District") and Rock Solid District Group, LLC. ("Rock Solid" or "Contractor") to provide *Comprehensive Hazardous Materials ("HAZMAT") Environmental Cleaning Services related to the SARS-CoV-2 (COVID-19) Coronavirus-19 Pandemic for the Department of Corrections*. These services shall be performed the Department of Corrections' Central Detention Facility/D.C. Jail, located at 1901 D Street, S.E., Washington, D.C. 20003.

**B.1.1** The Contractor shall provide all labor, management, supervision, tools, equipment, storage, vehicles, approved Center for Biocide Chemistries ("CBC"), Environmental Protection Agency ("EPA") and Center for Disease Control ("CDC") antimicrobial fighting cleaning product supplies, and approved pandemic Personal Protection Equipment ("PPE"), and all else necessary to successfully perform the required services on an emergency basis for a period up-to 90-days.

#### **B.2 TYPE OF CONTRACT**

In accordance with 27 DCMR Chapter 47 of Title 27 - 4712 **FIXED-PRICE CONTRACTS**; the District awards the firm, fixed monthly service rate contract with supplies and materials reimbursed in accordance with 27 DCMR Chapter 47 of Title 27 - 4713 **COST REIMBURSEMENT CONTRACTS**.

**B.2.1** The Contract shall contain the following types of contract components:

- a) Firm-fixed Monthly Services Rate; and
- b) Cost of supplies/materials compensated on a reimbursable basis and charged to the district with not more than a 3% mark-up.

#### **B.3 PRICE**

The firm-fixed, monthly service rate and cost reimbursement ceiling as identified in **Section [B.3.1]** and **[B.3.1.1]** (respectively) shall be the Contractor's sole method of compensation and as such, shall be sufficient to cover all of the cost necessary to provide services including, but not limited to, all labor, supplies (to include all approved Center for Biocide Chemistries, EPA and CDC antimicrobial fighting cleaning product supplies and approved pandemic Personal Protection Equipment ("PPE")), materials, equipment, tools, vehicles, transportation, travel to and from work sites, per diem, subcontractor cost, home office overhead, profit, insurance coverages and provisions as required in **Section [I.14]** and, all else necessary to perform all work related to providing the District with safe and proper provision of required services as described herein.

##### **B.3.1 Price Schedule**

All antimicrobial fighting cleaning product supplies (cleaning "solvents") and CDC approved pandemic, Personal Protection Equipment ("PPE") shall be furnished to the District at Contractor cost plus **NO-MORE** than a 3% markup. *The Department will not pay for or otherwise reimburse the Contractor for cost of any other equipment purchase and or rented.*

## B.3.1 PRICE SCHEDULE

CLIN	DESCRIPTION	UNIT	COST	QTY	EXTENDED COST
0001	Firm-Fixed Daily Janitorial Services	MTLY	\$ 209,517.92	3	\$ 628,553.76
	TOTAL BASIC SERVICES		\$ 209,517.92		\$ 628,553.76
0002	CLEANING SUPPLY COST REIMBURSEMENT CEILING SECTION [B.3.2.1]				\$ 25,000.00
					\$ 653,553.76

## 90-DAY EMERGENCY CONTRACT COST BREAKDOWN BY PERIOD

DESCRIPTION	UNIT	RATE	QTY	EXTENDED COST
12-MAY-2020 THRU 31-MAY-2020	DAILY	\$ 6,983.93	20	\$ 139,678.61
1-JUNE-2020 THRU 31-JULY-2020	MTLY	\$ 209,517.92	2	\$ 419,035.84
1-AUGUST-2020 THRU 10-AUGUST-2020	DAILY	\$ 6,983.93	10	\$ 69,839.31
CLEANING SUPPLY COST REIMBURSEMENT CEILING	EA	\$ 25,000.00	1	\$ 25,000.00
90-DAY EMERGENCY CONTRACT COST				\$ 653,553.76

GRAND TOTAL EMERGENCY CONTRACT (EC) NOT-TO-EXCEED CONTRACT VALUE \$ 653,553.76

## B.3.2 Cleaning Supply Cost Reimbursement

The Contractor will be reimbursed for all approved Center for Biocide Chemistries ("CBC"), Environmental Protection Agency ("EPA") and Center for Disease Control ("CDC") antimicrobial fighting cleaning product supplies ("solvents"), and approved pandemic, Personal Protection Equipment ("PPE") collectively ("Cleaning Supplies"). Such cost for "cleaning supplies" will be reimbursed only when the following are complete: (i) the Contractor provides the Department with an invoice outlining the itemized cost of all approved cleaning supplies and materials as described in **Section [B.3]**. The invoice shall be itemized to include but at a minimum, a full list of individual supplies/materials (i.e. antimicrobial cleaning solvent, N95 respirator mask, Tyvek suites, etc.), quantity purchased, vendor cost of materials by line item, extended cost by material, and estimate shipping and arrival of materials; and (ii) the Contracting Officer's Technical Representative (COTR) approves the invoice. The Cleaning Supply Reimbursable Cost shall not exceed the established ordering ceiling as defined in **Section [B.4.2.1.1]** below for the term of the Emergency Contract. Cost of all materials and supplies shall be furnished to the District at Contractor cost plus **NO-MORE** than a 3% markup. *The Department will not pay for or otherwise reimburse the Contractor for cost of any other equipment purchase and or rented.*

## B.3.2.1 Cost Reimbursement Supply/Material Ordering Ceiling

The ordering maximum values for all Clean Supplies furnished to the District for the duration of the 90-day Emergency Contract Period shall be as identified in the table below:

ITEM DESCRIPTION	EMERGENCY CONTRACT PERIOD (ECP) NOT-TOEXCEED
Reimbursable "Cleaning Supply" Cost	\$ 25,000.00

**B.3.3**

The Department is an exempt government agency and thus will neither owe, nor pay any sales tax imposed on the vendor for the purchase of any such materials or supplies. If and to the extent permitted under applicable law, the Department at its discretion, will complete any forms that the vendor may provide, to position and/or enable the vendor to purchase materials or supplies for this Contract, on a tax-free basis.

## SECTION C

### SPECIFICATIONS/WORK STATEMENT

#### C.1 EXECUTIVE SUMMARY:

**C.1.1** On March 11, 2020 Mayor Muriel Bowser declared a state of emergency pursuant to D.C. Code § 7-2304. *Issuance of emergency executive order; contents; actions of Mayor* in response to the World Health Organization's (WHO) declaration of the imminent threat and spread of SARS-CoV-2 (COVID-19) Coronavirus-19 as a world-wide Pandemic. The District of Columbia Government (the "District") by and through its Department of General Services ("DGS"), on behalf of the Department of Corrections ("DOC"), collectively (the "District") is committed to improving the quality, appearance and cleanliness of its real property assets throughout the District of Columbia including the Department of Corrections. The Department of General Services is responsible for the operations, maintenance and repair, including comprehensive janitorial and sanitation services for more than 36,000,000 gross square feet in owned or operated facilities across the District of Columbia. The Contractor shall provide ***Comprehensive Hazardous Materials ("HAZMAT") Environmental Cleaning Services related to the SARS-CoV-2 (COVID-19) Coronavirus-19 Pandemic*** for the Department of Corrections. These services shall be performed the Department of Corrections' Central Detention Facility/D.C. Jail, located at 1901 D Street, S.E., Washington, D.C. 20003.

#### C.2 APPLICABLE DOCUMENTS AND REQUIRED LICENSURES

The following are applicable to this procurement and the resulting contract; and are hereby incorporated by reference.

No.	Document Type	Title	Version/ Date
1	U.S. Law	U.S. Department of Labor Occupational Safety and Health Administration (OSHA) General Contractor's Quality Control Plan - 29 CFR Part 1900 Subparts A-P Occupational Safety and Health Standards 29 CFR, Part 1910, Construction Contractor's Quality Control Plan - 29 CFR Part 1926 Hazardous and Toxic Materials	Most Recent
2	U.S. Law	Environmental Protection Agency (EPA) 42 USC sections 6901-6976 Concerning Hazardous Substances and Waste	Most Recent
3	U.S. Law	40 CFR, Parts 260, 261, 264, 265, 268, 270, and 273	Most Recent
4	Executive Order 13101	Greening the Government Through Waste Prevention, Recycling, and Federal Acquisition	Most Recent
5	OCP Document (Directive)	OCP Directive 1303.00 Environmentally Preferable Purchasing	Most Recent
6	Industry Standards and Specifications	Vacuum Cleaner "Green Label/Green Label Plus" Testing Program	Most Recent
7	Industry Standards and Specifications	ANSI/ASEE A1264.2-2006 Provision of Slip Resistance on Walking/Working Surfaces Guidelines	Most Recent

8	Consent Decree	District - Sierra Club Consent Decree	Most Recent
9	Federal Guidelines	Center for Disease Control Protocols	Most Recent
10	Industry Standard	ASTM E1971-05(2011): Standard Guide for Stewardship for the Cleaning of Commercial and Institutional Buildings	Most Recent
11	EPA's Registered Antimicrobial products for Use Against Novel Coronavirus SARS-CoV-2, the Cause of COVID-19	<a href="https://www.epa.gov/sites/production/files/2020-03/documents/sars-cov-2-list_03-03-2020.pdf">https://www.epa.gov/sites/production/files/2020-03/documents/sars-cov-2-list_03-03-2020.pdf</a>	03-March-2020
12	Novel Coronavirus (COVID-19)-Fighting Products; Center for Biocide Chemistries.	<a href="https://www.americanchemistry.com/Novel-Coronavirus-Fighting-Products-List.pdf">https://www.americanchemistry.com/Novel-Coronavirus-Fighting-Products-List.pdf</a>	05-March-2020
13	Interim Environmental Cleaning and Disinfection Recommendations; Centers for Disease Control and Prevention.	<a href="https://www.cdc.gov/coronavirus/2019-ncov/community/home/cleaning-disinfection.html">https://www.cdc.gov/coronavirus/2019-ncov/community/home/cleaning-disinfection.html</a>	05-March-2020
14	District of Columbia	Guidance Memorandum - EFFECTIVE IMMEDIATELY District-wide guidance for enhanced cleaning in all public facilities to protect against COVID-19 spread	12-March-2020

### C.3 DEFINITIONS & ACRONYMS

#### C.3.1 Definitions. The following are definitions used for the purpose of this solicitation:

- C.3.1.1 Acceptance:** constitutes acknowledgment that the supplies or services conform to applicable contract quality and quantity requirements.
- C.3.1.2 Antimicrobial mold and mildew cleaner** refers to a type of disinfecting product designed to eliminate specific types of mold or mildew.
- C.3.1.3 Approval:** the Department and/or the District has reviewed submittals, deliverables, or administrative documents (e.g., insurance certificates, etc.), and has determined the documents conform to contract requirements. Department and/or District approval shall not relieve the Contractor of responsibility for complying with Federal, District, local laws and regulations.
- C.3.1.4 Contracting Officer (CO):** Chief Contracting Officer and Contracting Officers with delegated authority from the Chief Procurement Officer (CPO) are authorized to enter into contractual relationships on behalf of the District or Department, in accordance with their delegated authority. Further, only the CPO and COs are authorized to modify or make changes to the terms and conditions of the contract via the issuance of written contract modifications, change orders, change directives and/or task orders. Thus, actions or obligations of the Contractor, that are not authorized by the CPO or COs are at the sole risk and expense of the Contractor.
- C.3.1.5 Contractor:** the individual, firm, company, corporation, partnership, or combination thereof, including joint ventures, contracting with the Department to the contract work. The Contractor is one of the parties to this Contract.

- C.3.1.6 Contracting Officer's Technical Representative (COTR):** A District employee(s) responsible for technical direction and administration, not authorization, of the services under the contract, or task orders issued against IDIQ contracts, as applicable, unless otherwise authorized by the CO.
- C.3.1.7 Correction:** the elimination of a defect.
- C.3.1.8 Carpet cleaners** include products that are used to perform routine cleaning or spot cleaning of carpets, rugs, and upholstery. This category includes, but is not limited to, products that use shampooing, dry foam, absorption, and wet extraction.
- C.3.1.9 Concentrate** refers to a product that, as sold, must be diluted by water prior to its intended use.
- C.3.1.10 Deficiency:** a lack of quality and/or sub-standard of work. For purpose of this solicitation, a deficiency is an item, or condition that is considered sub-standard, or below minimum expectations with regard to code, work product and safety.
- C.3.1.11 Disinfectant** refers to a substance, or mixture of substances that destroys or irreversibly inactivates bacteria, fungi and viruses, but not necessarily their spores.
- C.3.1.12 Furniture polish** refers to fluid that is designed to clean, refine, or protect furniture through polishing.
- C.3.1.13 Hazardous Materials** "means any waste, substances, radiation or materials whether solids, liquids or gases that are:
- a) hazardous, toxic, infectious, explosive, radioactive, carcinogenic or mutagenic;
  - b) now or become defined as pollutants, contaminants, hazardous wastes or substances, toxic substances, radioactive materials, solid waste or other similar designations in or otherwise subject to District and Federal regulations;
  - c) present on the premises and can cause or threaten to cause, a nuisance pursuant to applicable statutory or common law upon the premises, facilities or properties; and/or
  - d) polychlorinated biphenyl's (PCBs), asbestos, lead-based paint, urea formaldehyde foam insulation, petroleum and petroleum products (including gasoline, crude oil etc.) that pose a hazard to human health, safety, natural resources, industrial hygiene or the environment or otherwise pose an impediment to working conditions."
- C.3.1.14 High-efficiency particulate air (HEPA)** refers to an air filter designed according to federal standards to remove 99.97% of airborne particles measuring 0.3 micrometers in diameter. HEPA vacuum cleaners trap dust and other irritants, improving indoor air quality.
- C.3.1.15 Holidays:** days observed by the District of Columbia Government.
- C.3.1.16 Industry Standards** means the highest level of industry-developed best standards, practices or procedures (including any standards, practices or procedures established by the applicable trade associations or under Applicable Laws).

- C.3.1.17**      **Inspections** is a systematic practice of monitoring, at regularly scheduled interval inspections of the infrastructure conditions, unit placement, usage, signage/markings in support of DCMR
- C.3.1.18**      **Inspections:** a systematic practice of monitoring, at regularly scheduled interval inspections of the infrastructure conditions, unit placement, usage, signage/markings in support of DCMR mandates, etc.
- C.3.1.19**      **Lime and scale removers** are products designed to remove the alkaline (a chalky mineral deposit) resulting from water use in locations such as showers, tubs, sinks, and toilets.
- C.3.1.20**      **Material Safety Data Sheet (MSDS)** refers to a document that contains information on the potential hazards of a chemical product and how to work safely with the product. The MSDS also contains information on the use, storage, and handling of the hazardous material, and how to respond in case of an accident or spill. The MSDS contains much more information about the material than the product label. However, it is important to note that the MSDS may not list every human and environmental impact associated with the product.
- C.3.1.21**      **Normal Working Hours** – is the time period of: 6:00am – 8:00pm.
- C.3.1.22**      **OSHA** – Occupational Safety and Health Administration (OSHA) is the Federal Government agency responsible for providing the rules and regulations on safety and health requirements in the work place.
- C.3.1.23**      **Prevailing Wage** The prevailing wage is defined as the hourly wage, usual benefits and overtime, allegedly paid to the majority of workers, laborers, and mechanics within a particular area as determined by the Service Contract Action Wage Determination, Davis Bacon and or the District of Columbia Living Wage Act; **whichever of the applicable is higher.** Prevailing wages are established by regulatory agencies for each trade and occupation employed in the performance of public work, as well as by State Departments of Labor or their equivalents.
- C.3.1.24**      **Quality Assurance (QA)** means any actions taken in order to ensure services meet Contract requirements.
- C.3.1.25**      **Quality Assurance Evaluation** are the methodologies implemented to assess the adequacy of Contractor performance.
- C.3.1.26**      **Quality Control (QC)** refers to Contractor developed and implemented safeguards that ensure quality service are provided to satisfy the requirements of the Contract.
- C.3.1.27**      **Quality Control Plan** is a document that describes the actions (measurements, inspections, quality checks or monitoring of process parameters) required at each phase of a process to assure the process outputs will conform to pre-determined requirements.
- C.3.1.28**      **Real-time** The actual time during which a process or event occurs. Relating to a system in which input data is processed, so that it is available virtually immediately for feedback.

- C.3.1.29 Response Time** means the time period in which the Contractor, after initial notification by the District, is required to be physically on the premises at the work site, with appropriate tools, equipment, and materials, ready to perform the required Work.
- C.3.1.30 Salesforce:** is a cloud-based CRM (Customer Relationship Management) software system. Salesforce provides a platform for work order management, enabling DGS to track work order Service Level Agreements (SLA's) and oversee city-wide facilities work order request, and monitor contractor's costs and performance. Contractors are required to update the system at a timely manner and understand DGS will use the data as a contractor work performance indicator in annual and quarterly reviews.
- C.3.1.31 Volatile organic compounds (VOCs)** are organic chemicals that evaporate at room temperature under normal indoor conditions. VOCs include a variety of chemicals that are emitted by a wide array of products, such as: cleaning supplies, building materials and furnishings, office equipment, paints and lacquers, paint strippers, pesticides, etc. Many types of VOCs have been linked to a variety of adverse health effects, including: eye, nose, and throat irritation; headaches; loss of concentration; nausea; damage to the liver, kidney, and central nervous system; allergic skin reaction; fatigue; dizziness; and cancer mandates, etc.
- C.3.1.32 Wage Determination** A wage determination is a listing of wage rates and fringe benefit rates for each labor category of workers which the U.S. Department of Labor has determined to be prevailing in a given area. It establishes standards for wage rates and safety and health protections for employees performing work on covered Government contracts.
- C.3.2 Acronyms** The following are acronyms used for the purpose of this solicitation:
- |                 |              |   |
|-----------------|--------------|---|
| <b>C.3.2.1</b>  | <b>ANSI</b>  | American National Standards Institute                             |
| <b>C.3.2.2</b>  | <b>BLRA</b>  | refers to the DCRA's Business Licensing Regulation Administration |
| <b>C.3.2.3</b>  | <b>BOCA</b>  | Building Official Code Administrators                             |
| <b>C.3.2.4</b>  | <b>CERP</b>  | Contractor's Emergency Response Plan                              |
| <b>C.3.2.5</b>  | <b>CO</b>    | Contracting Officer   |
| <b>C.3.2.6</b>  | <b>COTR</b>  | Contracting Officer's Technical Representative                    |
| <b>C.3.2.7</b>  | <b>DCMR</b>  | District of Columbia Municipal Regulations                        |
| <b>C.3.2.8</b>  | <b>DOC</b>   | Department of Corrections   |
| <b>C.3.2.9</b>  | <b>DCRA</b>  | Department of Consumer and Regulatory Affairs                     |
| <b>C.3.2.10</b> | <b>DGS</b>   | Department of General Services                                    |
| <b>C.3.2.11</b> | <b>DSLBD</b> | DC Department of Small and Local Business Development             |

<b>C.3.2.12</b>	<b>EMCS</b>	Energy Management Control Systems
<b>C.3.2.13</b>	<b>EPA</b>	Environmental Protection Agency
<b>C.3.2.14</b>	<b>MSDS</b>	Material Safety Data Sheet
<b>C.3.2.15</b>	<b>NFPA</b>	National Fire Protection Association
<b>C.3.2.16</b>	<b>NIOSH</b>	National Institute for Occupational Safety and Health
<b>C.3.2.17</b>	<b>OSHA</b>	Occupational Safety and Health Administration (OSHA) is the Federal Government agency responsible for providing the rules and regulations on safety and health requirements in the workplace
<b>C.3.2.18</b>	<b>PBS</b>	Public Buildings Maintenance Guides and Time Standards
<b>C.3.2.19</b>	<b>PPE</b>	Personal Protective Equipment
<b>C.3.2.20</b>	<b>QA</b>	Quality Assurance
<b>C.3.2.21</b>	<b>QAP</b>	Quality Assurance Protocol
<b>C.3.2.22</b>	<b>QC</b>	Quality Control
<b>C.3.2.23</b>	<b>QCP</b>	Quality Control Program
<b>C.3.2.24</b>	<b>SCP</b>	Strike Contingency Plan

#### **C.4 BACKGROUND**

The District of Columbia Government (the “District”) by and through its Department of General Services (“DGS”), on behalf of the Department of Corrections (“DOC”), collectively (the “District”) is committed to improving the quality, appearance and cleanliness of its real property assets throughout the District of Columbia including the Department of Corrections. The Department of General Services provides operations, management, maintenance, engineering, janitorial and exterior grounds maintenance and related services for over eight hundred fifty (850) properties with approximately 36,000,000 in gross square feet. These properties include municipal buildings, schools, parks and recreation centers, warehouses, and residential properties both occupied and vacant. As a service-providing agency, positive customer service and rapid response and resolution to tenant issues, projects, and service requests are paramount to the Department’s operations mission and values.

#### **C.5 REQUIREMENTS & STANDARDS OF SERVICES**

##### **C.5.1 Requirements**

The Contractor shall be prepared to take the steps necessary in order to mitigate and reduce the spread and effect of an influenza-like epidemic and or pandemic on behalf of the District through

its custodial/housekeeping operations under the current global threat associated with the SARS-CoV-19 (COVID-19) Coronavirus-19 epidemic. Given the unpredictable length and severity of a pandemic, the Contractor's shall link their planned actions to the periods and phases established by the World Health Organization ("WHO") and the Center for Disease Control ("CDC") throughout an epidemic and or pandemic cycle. The Contractor shall provide environmental HAZMAT level, cleaning services at the Department of Corrections, Central Detention Facility/D.C. Jail, located at 1901 D Street, S.E., Washington, D.C. 20003 focusing on all high-touch surfaces and areas, ***to include but is not limited to:*** desks, computer mouse & keyboards, phones, lockers, cubbies, window sills and counter tops, doors, frames, doorknobs and push bars, elevator buttons, light switches, handrails, bathroom floors, faucet handles, toilet handles, toilet stall door locks, towel dispenser and hand driers, shower, kitchen areas cafeterias, office common areas, nurse and other rooms. **These services shall be carried out in accordance with the U.S. Center for Disease Control ("CDC") Coronavirus Disease 2019 (COVID-19) Environmental Cleaning and Disinfection Recommendations without restriction.**

<https://www.cdc.gov/coronavirus/2019-ncov/community/home/cleaning-disinfection.html>

<https://www.cdc.gov/coronavirus/2019-ncov/infection-control/control-recommendations.html>

<https://www.cdc.gov/coronavirus/2019-ncov/community/organizations/cleaning-disinfection.html>

<https://coronavirus.dc.gov/page/coronavirus-resources>

**C.5.1.1 Chemicals approved for use:** Refer to the links provided in Section C.2 [11] - EPA, [12] - CBC and , [13] – CDC Registered Antimicrobial Products for Use Against Novel Coronavirus SARS-CoV-2, the Cause of COVID-19. The Contractor shall follow manufacturers recommendations for proper use, concentrations, and applicable surfaces. It is the contractor's sole responsibility to use the right chemicals for the right application.

**C.5.1.2** The Contractor shall follow District and Federal Regulations as well SARS-CoV-19 guidance provided by the Environmental Protection Agency ("EPA") and the Centers for Disease Control and Prevention ("CDC") to ensure their personnel are protected to include but not limited to:

- Personal Protective Equipment Training,
- Daily temperature measurement/testing of all personnel to confirm a temperature is not present and shall be email to the COTR daily.
- Respirator use and fit testing,
- Contractor to provide records of all testing prior to commencement of work,
- Maintain required record keeping,
- Contractor must maintain at least one supervisor onsite with Coronavirus disease (COVID-19) training: Online training.
- Contractor shall maintain Safety Data Sheets (SDS) for all chemicals onsite and updated as revision are issued.

**C.5.1.3 Personnel Protective Equipment (PPE)**

Contractors are required to wear goggles, recommended respirators, Tyvek Coveralls or overalls and all else required to prevent further contamination and or the continued spread through

comprehensive environmental mitigation cleaning services in wake of a biological epidemic and or pandemic response measures. The Contractor's staff shall comply with the CDC approved and appropriate Personal Protective Equipment (PPE) such as disposable gloves, gowns and N95 respirator mask when performing all tasks in the cleaning process, including handling trash. Personal clothing shall not be worn in way that it may be exposed to airborne dust and/or particulates. The Contractor's staff shall wear disposable coverall or reusable PPE can be worn (those approved for multiple use when strictly following manufacturers decontamination methods) but shall be changed out at end of each shift. All used coveralls should be collected in a used clothing bin for cleaning by professional decontamination by cleaners in accordance with individual manufacturer instructions. If temporary suits are worn, they shall be discarded in accordance with CDC guidelines, local and state regulations.

- C.5.1.3.1** Gloves and shoe covers should be worn at all times. Gloves must be appropriate for each chemical used. It is recommended that all personnel performing COVID cleaning operations wear full/half face respirator (personnel performing fogging must wear a respirator). Additional PPE might be required based on the cleaning/disinfectant products being used and whether there is a risk of splash.
- C.5.1.3.2** Gloves and gowns shall be removed carefully to avoid contamination of the wearer and the surrounding area. The Contractor's staff shall be clean its hands after removing gloves.
- C.5.1.3.3** Gloves shall be removed after cleaning a room or area whether or not occupied by ill persons. The Contractor's staff shall clean its hands immediately after gloves are removed.
- C.5.1.3.4** Cleaning staff shall immediately report breaches in PPE (e.g., tear in gloves) or any potential exposures to their supervisor and the Contractor's Contract Representative shall immediately report such breaches to the District COTR.

## **C.5.2 Standards of Services**

### **C.5.2.1 Initial COVID Cleaning Event**

- C.5.2.1.1** Prior to COVID Cleaning Services the contractor shall:
  - (i) Ventilate the rooms/spaces prior to cleaning/disinfecting and allow to ventilate during cleaning if possible. If ventilation through open windows is not possible, use a high volume HEPA filter system to remove airborne particles from the air during cleaning. Temporarily increase the cleaning area's humidity to approximately 50% Relative Humidity (RH) if possible.
  - (ii) Contractor shall perform general cleaning removing dirt and debris (this does not require approved disinfectants), this includes a mopping event. Clean all dust from horizontal surfaces with a towel dampened. This is done first to minimize re-aerosolization of stationary contaminated dust and particles due to nearby activity. Contractor shall be careful to use slow, smooth wiping action and change out or wet clean the towel on a regular basis to minimize re-aerosolization of the wiper dust and particulates.
  - (iii) Contractor shall not perform any sweeping
  - (iv) Restrooms should receive special attention due to the tendency of the COVID-19 to bioaccumulate within feces, vomit, sputum, and urine. Clean any surface that may have

blood, stool or body fluids on them taking established Blood-Borne Pathogen (BBP) universal precautions and disposal.

- (v) Vacuuming: Contractor shall vacuum carpeting and other fabrics. Vacuums used shall have High Efficiency Particulate Air (HEPA) filtration systems installed. Take appropriate precautions when changing the vacuum HEPA or pre-filter to minimize exposures to airborne dusts. Use change in bag procedures to change out vacuum filters.

#### **C.5.2.1.2 Disinfection**

- (i) Contractor shall perform trash-liner replacement and disinfection of all trash receptacles
- (ii) Contractor shall perform disinfection of all components such as desks, computer mouse & keyboards, phones, lockers, cubbies, window sills and counter tops, doors, frames, doorknobs and push bars, elevator buttons, light switches, handrails, bathroom floors, faucet handles, toilet handles, toilet stall door locks, towel dispenser and hand driers, shower and locker rooms, kitchen areas cafeterias, office common areas, nurse and other rooms (an alcohol solution shall be used for all electronics).
  - a) Do not dry the surface after applying the disinfectant. The surface that are disinfected shall stay wet for the amount of time listed on the label (minimum of 30 seconds for most). This step is important because the contact time is what is required to kill the virus. Leave the surface you are cleaning wet with disinfectant for as many minutes as the product instructions require. It's not enough to just wipe a surface with a rag dampened with disinfectant.
  - b) Pay special attention to properly disinfect window ledges and other commonly dusty surfaces.
  - c) Disinfect all vertical surface up to 6 foot from floor, including but not limited to walls, windows, columns, doors, rails, etc.
  - d) Clean and disinfect HVAC system or other ventilation grills including removing all caked-on debris, dust, grease, etc.
- (i) Contractor shall disinfect floors by mopping with approved chemicals (this is the second round of mopping). Care must be taken to not dilute cleaning chemicals more than manufacturers recommendations. Precautions must be taken to not aerosolize the dirty cleaning liquid but instead use steady and sweeping mop swipes and careful, deliberate mop head squeezes. Efficacy for sanitizing or disinfecting is very dependent on three factors:
  - a) concentration of the active ingredients,
  - b) the duration of exposure of the pathogens to the active ingredients, and
  - c) the surface material to be disinfected.

#### **C.5.2.3 Fogging**

Once disinfection cleaning is complete areas are to be identified by the DOC representative that can be fogged (Please note, a sprayer cannot be used as a substitute for a fogger). When fogging, contracted personnel must wear a full-face respirator with organic cartridges. Contractor shall perform fogging operations in areas identified by the representative, ensuring all surfaces are saturated. Limit access to the area fogged until no longer volatilized.

**C.5.2.3.1 After conducting cleaning and fogging services:**

- (iii) Do not re-use any clothing used during cleaning.
- (iv) Launder items as appropriate in accordance with the manufacturer's instructions. If possible, launder items using the hottest appropriate water setting for the items and high temperature dry (if possible) items completely.
- (v) Inform laundry services of potential COVID-19 contamination if laundry is sent to external services for cleaning.

**C.5.2.4 General Cleaning Standard**

The Contractor shall follow all guidelines as recommended by the Center for Disease Control (CDC). The following cleaning mechanisms and guidance shall be used and followed.

**C.5.2.4.1 Surfaces**

Surfaces shall be cleaned using a detergent or soap and water prior to disinfection.

**C.5.2.4.1.1** For disinfection, the Contractor shall dilute household bleach solutions, alcohol solutions with at least 70% alcohol, and most common EPA-registered household disinfectants should be effective.

**C.5.2.4.1.2** Diluted household bleach solutions can be used if appropriate for the surface. Follow manufacturer's instructions for application and proper ventilation. Check to ensure the product is not past its expiration date. Never mix household bleach with ammonia or any other cleanser. Unexpired household bleach will be effective against coronaviruses when properly diluted.

Prepare a bleach solution by mixing:

1. (5) tablespoons (1/3<sup>rd</sup> cup) bleach per gallon of water or;
2. (4) teaspoons bleach per quart of water,
  - a. Products with EPA-approved emerging viral pathogens claims are expected to be effective against COVID-19 based on data for harder to kill viruses. Follow the manufacturer's instructions for all cleaning and disinfection products (e.g., concentration, application method and contact time, etc.).
  - b. For soft (porous) surfaces such as carpeted floor, rugs, and drapes, remove visible contamination if present and clean with appropriate cleaners indicated for use on these surfaces. After cleaning:
    - i. If the items can be laundered, launder items in accordance with the manufacturer's instructions using the warmest appropriate water setting for the items and then dry items completely.
    - ii. Otherwise, use products with the EPA-approved emerging viral pathogens claims that are suitable for porous surfaces.

### **C.5.2.5 Daily Precautionary COVID Cleaning**

#### **C.5.2.5.1 Prior to Daily Disinfection Services the contractor shall:**

- (i) Contractor shall perform general cleaning removing dirt and debris. Contractor shall be careful to use slow, smooth wiping action and change out or wet clean the towel on a regular basis to minimize re-aerosolization of the wiper dust and particulates.
- (ii) Contractor shall not perform any sweeping.

#### **C.5.2.5.2 Disinfection**

- (i) Contractor shall disinfection of all trash receptacles
- (ii) Contractor shall perform disinfection of all components such as desks, computer mouse & keyboards, phones, lockers, cubbies, window sills and counter tops, doors, frames, doorknobs and push bars, elevator buttons, light switches, handrails, bathroom floors, faucet handles, toilet handles, toilet stall door locks, towel dispenser and hand driers, shower and locker rooms, kitchen areas cafeterias, office common areas, nurse and other rooms (an alcohol solution shall be used for all electronics).
  - a) Do not dry the surface after applying the disinfectant. The surface that are disinfected shall stay wet for the amount of time listed on the label (minimum of 30 seconds for most). This step is important because the contact time is what is required to kill the virus. Leave the surface you are cleaning wet with disinfectant for as many minutes as the product instructions require. It's not enough to just wipe a surface with a rag dampened with disinfectant.
  - b) Pay special attention to properly disinfect window ledges and other commonly dusty surfaces.
  - c) Clean and disinfect HVAC system or other ventilation grills including removing all caked-on debris, dust, grease, etc.
- (iii) Contractor shall disinfect floors by mopping with approved chemicals (this is the second round of mopping). Care must be taken to not dilute cleaning chemicals more than manufacturers recommendations. Precautions must be taken to not aerosolize the dirty cleaning liquid but instead use steady and sweeping mop swipes and careful, deliberate mop head squeezes. Efficacy for sanitizing or disinfecting is very dependent on three factors:
  - a) concentration of the active ingredients,
  - b) the duration of exposure of the pathogens to the active ingredients, and
  - c) the surface material to be disinfected.

#### **C.5.2.5.3 Fogging**

Once disinfection cleaning is complete areas fog the areas previously identified by the DOC representative during the initial cleaning event (Please note, a sprayer cannot be used as a substitute for a fogger). When fogging, contracted personnel must wear a full-face respirator with organic cartridges. Contractor shall perform fogging operations in areas identified by the representative, ensuring all surfaces are saturated. Limit access to the area fogged until no longer volatilized.

#### **C.5.2.5.3.1 After conducting cleaning and fogging services:**

- (i) Do not re-use any clothing used during cleaning.
- (ii) Launder items as appropriate in accordance with the manufacturer's instructions. If possible, launder items using the hottest appropriate water setting for the items and high temperature dry (if possible) items completely.
- (iii) Inform laundry services of potential COVID-19 contamination if laundry is sent to external services for cleaning.

**C.5.3**

**Reporting**

The Contractor is required to capture before and after pictures of the work performed and submit through the DGS Work Order Management System (Salesforce) within forty-eight (48)-hours following the completion of services.

**C.5.3.1**

The "SalesForce" service call system will allow Department personnel to electronically record and request services in order for the Contractor to respond and deploy services. The Department requires that the Contractor uses the Salesforce Customer Relationship Management (CRM) for reviewing assigned work requests, reporting on work request statuses and completion, and submitting cost proposals and completion of work documentation. Salesforce training is available, and the Contractor shall schedule training by calling (202) 698-7744 and/or emailing sales.force@dc.gov. Additional access to technical support is available during normal business hours (8:30 AM – 5:00 PM, Monday through Friday) through the Salesforce helpline (202) 698-7744.

## SECTION D PACKAGING AND MARKING

- D.1** The packaging and marking requirements for the resultant Contract shall be governed by **Article No. 2**, Shipping Instructions-Consignment, of the Government of the District of Columbia's Department of General Services Standard Contract Provisions ("SCP") for Supplies and Services Contracts, January 2016 *Attachment J.1*.

## SECTION E INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for the resultant Contract shall be governed by **Article No. 5**, Inspection of Supplies, and or **Article No. 6**, Inspection of Services, of the Government of the District of Columbia's Department of General Services Standard Contract Provisions ("SCP") for Supplies and Services Contracts, January 2016 *Attachment J.1*.

## SECTION F PERIOD OF PERFORMANCE AND DELIVERABLES

### F.1 TERM OF EMERGENCY CONTRACT

F.1.1 The term of this Emergency Contract is for a period of up-to ninety (90)-days, effective 12-May-2020, ending on or before 10-August-2020.

F.1.2 **Termination.** The Department reserves the right to terminate this Emergency Contract before the expiration of the 90-day period for convenience if services are no longer required.

F.2 *RESERVED [Intentionally Omitted]*

### F.3 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the District's requirements and submit one (1) hard copy and one (1) soft copy of each deliverable to the Contracting Officer's Technical Representative (COTR) identified in **Section [G.9]** in accordance with the following.

F.3.1 The Contractor(s) shall submit to the Department, 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 Contractor shall not be entitled to and shall not receive final payment pursuant to **Section [G.3.2]**.

## SECTION G CONTRACT ADMINISTRATION

### G.1 INVOICE PAYMENT

- G.1.1** The Department will make payments to the Contractor(s), 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 Department will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

### G.2 COVID-19 INVOICE SUBMITTAL & PAYMENTS

- G.2.1** The Contractor shall create and submit payment requests in .pdf format and email to the COTR of record. The Contractor must indicate the proper Contract number on all invoices. Properly prepared invoices with the necessary backup shall be paid within thirty (30) days of receipt. Properly prepared invoices not paid by that date shall bear interest in accordance with the Prompt Payment Act.
- G.2.2** The Contractor shall submit a proper invoice based on applicable guidelines specified in **Section [G.4]**. Invoices shall be prepared and submitted to the COTR identified in **Section [G.9]**. The District shall not be required to pay invoiced amounts or corresponding interest payments for invoices that are not properly prepared as required under this Contract.
- G.2.3** **Note:** this is different from current process. For all COVID-19 related invoices, vendor does not submit invoice via e-invoicing. Rather, the vendor submits a PDF copy of the invoice to DGS for review.
- G.2.3.1** For all non-COVID invoices, vendor must continue with regular invoicing process, via e-invoicing;
- G.2.3.2** DGS COTR/Management reviews COVID-19 invoice, approves, and confirms with vendor preferred method of payment (PCARD or ACH);
- G.2.3.3** DGS will submit approved invoice to OCP/EOC and confirm that it is "OK to Pay";
- G.2.3.4** EOC/OCP pays vendor directly via PCARD or ACH;
- G.2.3.5** Renee Bryant must be copied on all invoice submittals [renee.bryant1@dc.gov](mailto:renee.bryant1@dc.gov);
- G.2.3.6** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.3.7** Name, title and phone number of the individual preparing the invoice;
- G.2.3.8** Name, title, phone number and mailing address of person; if different from the person identified in **Section [G.9.2]** above to be notified in the event of a defective invoice; and

**G.2.3.9** Authorized signature.

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

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

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

## G.4 PAYMENT

#### G.4.1 Payments on Partial Deliveries of Goods & Services

Unless otherwise specified in this Contract, payment will be made on partial deliveries of goods and services accepted by the Department if:

- a) The amount due on the deliveries on goods and or services warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is in accordance with the following:
  - (i) "Payment will be made on completion and acceptance of each item for which the price is stated in the Schedule in **Section [B.3.1]**.
  - (ii) "Payment will be made on completion and acceptance of each item in accordance with the agreed upon delivery schedule".
  - (iii) "Payment will be made on completion and acceptance of each percentage or stage of work in accordance with the prices stated in the Schedule in **Section [B.3.1]**; and
- c) Presentation of a properly executed invoice.

#### **G.4.2 Payment for Reimbursable Items and Services**

The Contractor will be reimbursed for all approved Center for Biocide Chemistries (“CBC”), Environmental Protection Agency (“EPA”) and Center for Disease Control (“CDC”) antimicrobial fighting cleaning product supplies (“solvents”), and approved pandemic, Personal Protection Equipment (“PPE”) collectively (“Cleaning Supplies”). Such cost for “cleaning supplies” will be reimbursed only when the following are complete: (i) the Contractor provides the Department with an invoice outlining the itemized cost of all approved cleaning supplies and materials as described in **Section [B.3]**. The invoice shall be itemized to include but at a minimum, a full list of individual supplies/materials (i.e. antimicrobial cleaning solvent, N95 respirator mask, Tyvek suites, etc.), quantity purchased, vendor cost of materials by line item, extended cost by material, and estimate shipping and arrival of materials; and (ii) the Contracting Officer’s Technical Representative (COTR) approves the invoice. The Cleaning Supply Reimbursable Cost shall not exceed the established ordering ceiling as defined in **Section [B.3.2.1]** for the term of the Emergency Contract. Cost of all materials and supplies shall be furnished to the District at Contractor cost

plus *NO-MORE* than a 3% markup. *The Department will not pay for or otherwise reimburse the Contractor for cost of any other equipment purchase and or rented.*

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

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

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

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

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

## **G.6 THE QUICK PAYMENT ACT**

### **G.6.1 Interest Penalties to Contractors**

**G.6.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code § 2-221.01 *et seq.*, as amended, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of at least 1.5% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before the required payment date. The required payment date shall be:

**G.6.1.1.1** The date on which payment is due under the terms of the Contract;

**G.6.1.1.2** Not later than seven (7) calendar days, excluding legal holidays, after the date of delivery of meat or meat food products;

**G.6.1.1.3** Not later than ten (10) calendar days, excluding legal holidays, after the date of delivery of a perishable agricultural commodity; or

**G.6.1.1.4** 30 calendar days, excluding legal holidays, after receipt of a proper invoice for the amount of the payment due.

**G.6.1.2** No interest penalty shall be due to the Contractor if payment for the completed delivery of goods or services is made on or after:

**G.6.1.2.1** 3<sup>rd</sup> day after the required payment date for meat or a meat food product;

**G.6.1.2.2** 5<sup>th</sup> day after the required payment date for an agricultural commodity; or

- G.6.1.2.3** 15<sup>th</sup> day after any other required payment date.
- G.6.1.3** 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.
- G.6.2** **Payments to SubContractors**
- G.6.2.1** The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subContractor under the Contract:
- G.6.2.1.1** Pay the subContractor(s) for the proportionate share of the total payment received from the District that is attributable to the subContractor(s) for work performed under the Contract; or
- G.6.2.1.2** Notify the CO and the subContractor(s), in writing, of the Contractor's intention to withhold all or part of the subContractor's payment and state the reason for the nonpayment.
- G.6.2.2** The Contractor must pay any subContractor or supplier interest penalties on amounts due to the subContractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of at least 1.5% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before the:
- G.6.2.2.1** 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- G.6.2.2.2** 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- G.9.2.2.3** 15<sup>th</sup> day after any other required payment date.
- G.6.2.3** Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subContractor and thereafter interest penalties shall accrue on the added amount.
- G.6.2.4** A dispute between the Contractor and subContractor relating to the amounts or entitlement of a subContractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District is a party. The District may not be interpleaded in any judicial or administrative proceeding involving such a dispute.
- G.6.3** **SubContract requirements.** The Contractor shall include in each subContract under this Contract a provision requiring the subContractor to include in its Contract with any lower-tier subContractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code § 2-221.02(d).

**G.7 CONTRACTING OFFICER (CO)**

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

**GEORGE G. LEWIS, CPPO**  
 Chief Procurement Officer  
 Chief of Contracts & Procurement  
 Department of General Services  
 2000 14<sup>th</sup> Street N.W. | 8<sup>th</sup> Floor  
 Telephone: (202) 727-2800  
 E-mail: [george.lewis@dc.gov](mailto:george.lewis@dc.gov)

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

- G.8.1** The CO is the only person(s) 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 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE / CONTACT ADMINISTRATOR ("COTR" OR "CA")**

- G.9.1** The COTR/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 COTR/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 costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
  - G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
  - G.9.1.5** Maintaining a file that includes all Contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- G.9.2** The address and telephone number of the COTR/CA is: *The COTR will be determine based on the discipline listed Section 3.1.1 and location.*

**RUTH JENKINS**  
Management Analyst  
Public Safety Cluster  
Mobile: (202) 579-2624  
Email: [ruth.jenkins@dc.gov](mailto:ruth.jenkins@dc.gov)

**ALISON HERBERT**  
Administrative Assistant  
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**G.9.3** The COTR/CA shall NOT have the authority to:

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

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

**G.10 COST REIMBURSEMENT CEILING**

**G.10.1** Cost reimbursement ceiling for this contract is set forth in **Section [B.3.2.1]**.

**G.10.2** The costs of cleaning supplies used in performing the services under this contract shall not exceed the cost reimbursement ceiling specified in **Section [B.3.2.1]**.

**G.10.3** The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under this contract including the use of cleaning supplies within the cost reimbursement ceiling.

**G.10.4** The Contractor must notify the CO, in writing, whenever it has reason to believe that the total cost of cleaning supplies used in performing the services under this contract will be either greater or substantially less than the cost reimbursement ceiling.

**G.10.5** As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of cleaning supplies required to perform services under this contract.

**G.10.6** The District is not obligated to reimburse the Contractor for costs incurred in excess of the cost reimbursement ceiling specified in **Section [B.3.2.1]**, and the Contractor is not obligated to continue performance under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the cost reimbursement ceiling specified in **Section [B.3.2.1]**, until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides a revised cost reimbursement ceiling for cleaning supplies required as part of performing services under this contract.

- G.10.7** No notice, communication, or representation in any form from any person other than the CO shall change the cost reimbursement ceiling. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the costs reimbursement ceiling, whether such costs were incurred during the course of contract performance or as a result of termination.
- G.10.8** If any cost reimbursement ceiling specified in **Section [B.3.2.1]** is increased, any costs the Contractor incurs before the increase that are in excess of the previous cost reimbursement ceiling shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- G.10.9** A change order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in **Section [B.3.2.1]**, unless the change order specifically increases the cost reimbursement ceiling.
- G.10.10** Only costs determined in writing to be reimbursable in accordance with the cost principles set forth in rules issued pursuant to Title V of the D.C. Procurement Practices Reform Act of 2010 shall be reimbursable.

## SECTION H SPECIAL CONTRACT REQUIREMENTS

### H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

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

### H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

**H.2.1** The Contractor shall be bound by the *Wage Determination No. 2015-4282, Revision No.: 17, dated 23-April-2020*, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. § 351 *et seq.*, and incorporated herein as *Attachment J.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 **Article 25 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.

**H.2.2** *RESERVED (Intentionally Omitted)*

### H.3 PREGNANT WORKERS FAIRNESS

**H.3.1** The Contractor shall comply with the Protecting Pregnant Workers Fairness Act of 2016, D.C. Official Code § 32-1231.01 *et seq.* (PPWF Act).

**H.3.2** The Contractor shall not:

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

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

(1) Pay;

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

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

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

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

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

### H.3.3

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

- (a) New employees at the commencement of employment;
- (b) Existing employees; and
- (c) An employee who notifies the employer of her pregnancy, or other condition covered by the PPWF Act, within 10 days of the notification.

### H.3.4

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

### H.3.5

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

## H.4

### UNEMPLOYED ANTI-DISCRIMINATION

### H.4.1

The Contractor shall comply with the Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 *et seq.*

### H.4.2

The Contractor shall not:

- (a) Fail or refuse to consider for employment, or fail or refuse to hire, an individual as an employee because of the individual's status as unemployed; or
- (b) Publish, in print, on the Internet, or in any other medium, an advertisement or announcement for any vacancy in a job for employment that includes:
  - (1) Any provision stating or indicating that an individual's status as unemployed disqualifies the individual for the job; or

(2) Any provision stating or indicating that an employment agency will not consider or hire an individual for employment based on that individual's status as unemployed.

**H.4.3** Violations of the Unemployed Anti-Discrimination Act shall be subject to civil penalties as described in the Act.

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

**H.5.1** For Contracts for services in the amount of \$300,000 or more, 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 (Employment Agreement) with the District of Columbia Department of Employment Service's (DOES), in which the Contractor shall agree that:

- (a) The first source for finding employees to fill all jobs created in order to perform the Contract shall be the First Source Register; and
- (b) The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.

**H.5.3** The Contractor shall not begin performance of the Contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.

**H.5.4** The Contractor agrees that at least 51% of the new employees hired to perform the Contract shall be District residents.

**H.5.5** The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the Contract.

**H.5.6** The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the Contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.

**H.5.7** If the Contractor does not receive a good faith waiver, the CO may also impose an additional 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 Contractor fails to meet its hiring requirements.

**H.5.8** Any Contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.

**H.5.9** The Contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in **clause 14 of the SCP, Disputes**.

**H.5.10** The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

## H.6 AUDITS AND RECORDS

**H.6.1** As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

**H.6.2 Examination of Costs.** If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price re-determinable Contract, or any combination of these, the Contractor shall maintain and the CO, or an authorized representative of the CO, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this Contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, offices or other facilities or parts of them, engaged in performing the Contract.

**H.6.3 Cost or pricing data.** If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this Contract, the CO, or an authorized representative of the CO, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to:

- a) The Proposal for the Contract, subContract, or modification;
- b) The discussions conducted on the proposal(s), including those related to negotiating;
- c) Pricing of the Contract, subContract, or modification; or
- d) Performance of the Contract, subContract or modification.

## H.6.4 Comptroller General

**H.6.4.1** The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this Contract or a subContract hereunder.

**H.6.4.2** This section may not be construed to require the Contractor or subContractor to create or maintain any record that the Contractor or subContractor does not maintain in the ordinary course of business or pursuant to a provision of law.

**H.6.5 Reports.** If the Contractor is required to furnish cost, funding, or performance reports, the CO or an authorized representative of the CO shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating:

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

**H.6.6 Availability.** The Contractor shall make available at its local office at all reasonable times the records, materials, and other evidence described in clauses H.6.1 through H.6.5, for examination, audit, or reproduction, until three (3) years after final payment under this Contract or for any shorter period specified in the Contract, or for any longer period required by statute or by other clauses of this Contract. In addition:

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

**H.6.7** The Contractor shall insert a clause containing all the terms of this clause, including this **Section [H.6.7]**, in all subContracts under this Contract that exceed the small purchase threshold of \$100,000, and:

- a) That is cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
- b) For which cost, or pricing data are required; or
- c) That requires the subContractor to furnish reports as discussed in **Section [H.6.5]** of this clause.

## **H.7 ADVISORY AND ASSISTANCE SERVICES**

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

## **H.8 CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS FOR CONTRACTORS THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH - RESERVED [Intentionally Omitted]**

## **H.9 SUBCONTRACTING REQUIREMENTS**

### **H.9.1 Mandatory SubContracting Requirements**

**H.9.1.1** For all Contracts in excess of \$250,000, at least 35% of the dollar volume of the Contract shall be subContracted to qualified small business enterprises (SBEs).

**H.9.1.2** If there are insufficient SBEs to completely fulfill the requirement of **Section [H.9.1.1]**, then the subContracting may be satisfied by subContracting 35% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subContracting work.

**H.9.1.3** A prime Contractor that is certified by D\$LB\$D 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 in **Sections [H.9.1.5] and [H.9.1.7]**, 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 CBEs. A CBE prime Contractor that performs less than 35% of the Contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- H.9.1.5** If the prime Contractor is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, the CBE member of the certified joint venture 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 CBEs. If the CBE member of the certified joint venture prime Contractor performs less than 50% of the Contracting effort, the certified joint venture shall be subject to enforcement actions under D.C. Official Code § 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 § 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.10 FAIR CRIMINAL RECORD SCREENING**

- H.10.1** The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) (“Act” as used in this section). This section applies to any employment, including employment on a temporary or Contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.
- H.10.2** Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.
- H.10.3** After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.
- H.10.4** The Contractor may only withdraw a conditional offer of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.
- H.10.5** This section and the provisions of the Act shall not apply:
- (a) Where a federal or District law or regulation requires the consideration of an applicant’s criminal history for the purposes of employment;

- (b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;
- (c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or
- (d) To employers that employ less than 11 employees.

**H.10.6** A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the District of Columbia Office of Human Rights, and the Commission on Human Rights may impose monetary penalties against the Contractor

**H.11 DISTRICT RESPONSIBILITIES**

The District will be responsible for the following regarding this Contract:

**H.11.1** Assigning, monitoring and the Quality Assurance, Quality Control ("QAQC") surveillance of the vendor's completion of their scheduled site duties.

**H.11.2** The District will provide access to and training on the Salesforce Work order Ticket system.

**H.12 CONTRACTOR RESPONSIBILITIES**

**H.12.1 Contractor Notice Regarding Late Performance**

In the event the Contractor anticipates or encounters difficulty in complying with the terms and conditions as stated in the Contract or in meeting any other requirements set forth in the Contract, the Contractor shall immediately notify the CO and the COTR in writing giving full detail as to the rationale for the late delivery and why the Contractor should be granted an extension of time, if any. Receipt of the Contractor's notification shall in no way be construed as an acceptance or waiver by the Department.

**H.12.2** At all times and during performance under this Contract, the Contractor shall be responsible to the Department for any and all acts and omissions of the Contractor's agents, employees, subContractors, sub-subContractors, material suppliers, and laborers, and the agents and employees of the subContractors, sub-subContractors, material suppliers and laborers performing or supplying work in connection with the project/services.

**H.12.3** The Contractor shall be responsible for providing services in accordance with the requirements of this Contract.

**H.12.4** The Contractor shall be responsible for obtaining any and all licenses and permits, unless otherwise stated herein necessary for the performance of this Contract.

**H.12.5** The Contractor shall furnish all equipment needed for the performance of the work under the resultant Contract. All equipment must be properly guarded and meet all applicable OSHA standards.

- H.12.6** The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work and shall hold the District harmless for any action on his part or that of his employees or subContractors, which results in illness, injury or death.
- H.12.7** The Contractor shall furnish all MSDS for any materials used in the performance of this Contract. The Contractor shall make efforts to use recycled paper products and environmentally preferable materials.
- H.12.8** The Contractor shall be responsible for the base operations of the building only, which excludes retail space specific services, not provided to retailers by the building.
- a) The Contractor shall be liable for all fines and shall comply with all District regulations for safe handling, storage, disposal, and use of any hazardous materials and chemicals.
- b) The Contractor shall be charged the cost, in the event of fines or penalties levied by the EPA or an Air Quality Management Authority.
- H.12.9** **Bond Requirements - *RESERVED (functionally undefined)***
- H.12.10** **Allowable SubContracting Requirements**
- H.12.10.1** The Contractor shall ensure that all activities carried out by any subContractor conforms to the provisions of this Contract.
- H.12.10.2** It is the responsibility of the Contractor to ensure its subContractors are capable of meeting the reporting requirements under this Contract and, if they cannot, the Contractor is not relieved of the reporting requirements.
- H.12.10.3** The Contractor shall notify the District Contracting Officer, in writing, of the termination of any subContract for the provision of services, including the arrangements made to ensure continuation of the services covered by the terminated subContract, not less than forty-five (45) days prior to the effective date of the termination, unless immediate termination of the Contract is necessary to protect the health and safety of Enrollees or prevent fraud and abuse. In such an event, the Contractor shall notify COTR immediately upon taking such action.
- H.12.10.3.1** If the District determines that the termination or expiration of a subContract materially affects the ability of the Contractor to carry out its responsibility under this Contract; the District may terminate this Contract.
- H.12.10.3.2** The Contractor shall ensure subContracts contain a provision that requires subContracts to contain all provisions of the Contractor's Contract with the District and that the subContractor look solely to Contractor for payment for services rendered.
- H.12.11** **Staff Attire and Identification**
- H.12.11.1** The Contractor's staff shall wear neat, clean, and professional attire. The attire shall include distinctive apparel identifying staff as Contractor's employees.

- H.12.11.2** The Contractor's staff shall wear identification badges at all times. The identification badges shall provide company logo, employee's name, and employee photograph.
- H.12.12 Safety Requirements**
- H.12.12.1** The Contractor shall be responsible for complying with all applicable District and Federal rules, regulations and practices relating to safety on the job site; for all injury to persons or damage to property that occurs as a result of the Contractor's negligence and shall take proper safety and health precautions to protect the work, the workers, the tenants and District property; and for all materials delivered and work performed until completion and acceptance of the entire work in writing by the COTR.
- H.12.12.2** The Contractor shall provide and ensure that all its personnel at the work sites properly wear all applicable safety devices and apparel required by the United States Occupational Safety and Health Administration (OSHA) including, but not limited to:
- H.12.12.2.1** Back support devices
  - H.12.12.2.2** Eye protection
  - H.12.12.2.3** Hearing protection
  - H.12.12.2.4** Hand protection
  - H.12.12.2.5** Head protection
  - H.12.12.2.6** Foot protection
  - H.12.12.2.7** Personal Protection Equipment (PPE) gear in accordance with the CDC's established guideline
- H.12.12.3** The District has the right to inspect all areas for safety violations at its discretion, direct the Contractor to make immediate improvement of necessary conditions and/or procedures, and/or stop the work if other hazards are deemed to exist.
- H.12.12.4** Notwithstanding any provision to the contrary, the District shall not be obligated to make an equitable adjustment for any work stoppage that results from safety hazards created by the Contractor. In the event that the Contracting Officer directs the work to stop because of existing safety hazards after the Contractor has been notified and provided ample time to correct, the Contractor shall bear all costs for eliminating the hazard(s) and shall not be granted compensation for the work stoppage.
- H.12.12.5** The Contractor shall immediately notify the COTR if the job site is visited by an OSHA official for compliance of the Occupational Safety and Health Act or any other safety regulatory requirements.

**H.12.13 Fire Prevention**

**H.12.13.1** The Contractor shall be responsible for establishing and maintaining an effective fire prevention program for its employees and the District property being serviced on the job site.

**H.12.13.2** The Contractor shall be knowledgeable and train all its employees on the job site to fulfill the requirements of this Statement of Work on the procedures, means of egress and methods of reporting fires on the job sites.

**H.12.14 Smoke Free Environment**

The District's facilities are smoke free. The Contractor is responsible for adhering to all applicable rules and regulations regarding maintenance of a smoke free environment on the job sites.

**H.12.15 Delivery of Services**

The Contractor shall schedule its service deliveries during times that cause minimum disruption and inconvenience to District agency operations, including District of Columbia Public School (DCPS) operations. Unless otherwise approved by the COTR, the assessment services shall be made weekdays before 6:00 p.m. or on weekends. Upon conclusion of the District of Columbia Public Schools (DCPS) academic year, the Contractor shall have more flexible hours to provide the assessment services.

**H.12.16 Communication**

At its own expense, the Contractor shall provide electronic pagers, transportable cellular telephones, or any other telecommunication devices adequate to effectively provide a communication link to District officials especially in emergency situations when the need to get hold of Contractor personnel is greatest. The names of the individual officers and the telephone numbers for their respectively assigned pager and telephone number shall be provided to the Contracting Officer and the COTR at the start of the period of performance.

**H.12.17 Accident Reports**

The Contractor shall immediately notify the COTR of any accidents on the job site arising from the performance of this SOW that involve bodily injury to Contractor's employees or District workers or both, building occupants, visitors, or other persons.

**H.12.18 Property Damage Notification**

Any damage caused by the Contractor or its employees to District property shall be promptly repaired or replaced by the Contractor at the Contractor's expense.

**H.12.19 Suspension Of Work**

**H.12.19.1** In the event services are not provided or required by the District because the buildings is closed due to unanticipated circumstances, deductions to the Contractor price normally payable to Contractor will be computed as follows.

**H.12.19.2** The deduction rate in dollars per day will be equal to the per month Contract price for the building, divided by twenty-one (21) days per month. (This will be adjusted as appropriate if some portion of the Contractor's requirements apply to weekends or holidays).

**H.12.19.3** The deduction rate in dollars per day multiplied by the number of days services were not provided or required will equal the total dollar deduction to be made.

**H.12.19.4** Deductions will not be made to the extent that the Contractor can demonstrate that payment to employees is required by an incorporated wage determination or union agreement.

**H.12.19.5** In the event services are provided for portion of days, appropriate adjustments will be made by the COTR to assure the Contractor is compensated for services provided.

**H.12.20 Contract Completion or Termination**

**H.12.20.1** The Contractor shall turn over all plans codes, manuals, records, files, reports, databases spare inventory and materials developed or purchased in the course of the Contract to the COTR within thirty (30) calendar days after Contract completion or termination.

**H.13 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL**

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

## **SECTION I CONTRACT CLAUSES**

### **I.1 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.2 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Government, Department of General Services Supplies and Services Contracts dated January 14, 2016 (SCP) are incorporated as part of the Contract.

### **I.3 CONTRACTS THAT CROSS FISCAL YEARS**

Continuation of this Contract beyond the current fiscal year is contingent upon future fiscal authorizations and appropriations.

### **I.4 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS**

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

### **I.5 CONTINUITY OF SERVICES**

**I.5.1** The Contractor recognizes that the services provided under this Contract are vital to the District of Columbia and must be continued without interruption and that, upon Contract expiration or termination, a successor, either the District or another Contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

**I.5.1.1** Furnish phase-out, phase-in (transition) training; and

**I.5.1.2** Exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.

**I.5.2** The Contractor shall, upon the Contracting Officer's written notice:

**I.5.2.1** Furnish phase-in, phase-out services for up to ninety (90) days after this Contract expires and

**I.5.2.2** Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan and shall be subject to the Contracting Officer's approval.

**I.5.3** The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

**I.5.4** The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-

site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

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

**1.6 CONFIDENTIALITY OF INFORMATION**

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

**1.7 ESTIMATED QUANTITIES**

It is the intent of the District to secure a Contract for all of the needs of the designated agencies for items specified herein which may occur during the Contract term. The District agrees that it will purchase its requirements of the articles or services included herein from the Contractor. Articles or services specified herein have a history of repetitive use in the District agencies. The estimated quantities stated in the RFP reflect the best estimates available. They shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of his obligation to fill all such orders. Orders will be placed from time to time if and when needs arise for delivery, all charges prepaid, to the ordering agency. The District does not guarantee to order any specific quantities of any item(s) or work hours of service.

**1.8 DISPUTES**

All disputes arising under or relating to the Contract shall be resolved as provided in the Standard Contract Provisions for use with District of Columbia Department of General Services Supplies and Services Contracts dated January 14, 2016 ("SCP"), Article 14: Disputes *Attachment J.1*.

**1.9 CHANGES**

- (a) The CO 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 the Contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days from the date the change is ordered; provided, however, that the CO, 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 **Section [1.8] - Disputes**.
- (b) The District shall not require the Contractor, and the Contractor shall not require a subContractor, to undertake any work that is beyond the original scope of the Contract or subContract, including work under a District-issued change order/Contract modification,

when the additional work increases the Contract price beyond the not-to-exceed price or negotiated maximum price of this Contract, unless the CO:

- (1) Agrees with Contractor, and if applicable, the subContractor on a price for the additional work;
  - (2) Obtains a certification of funding to pay for the additional work;
  - (3) Makes a written, binding commitment with the Contractor to pay for the additional work within 30-days after the Contractor submits a proper invoice; and
  - (4) Provides the Contractor with written notice of the funding certification.
- (c) The Contractor shall include in its subContracts a clause that requires the Contractor to:
- (1) Within 5 business days of its receipt of notice the approved additional funding, provide the subContractor with notice of the amount to be paid to the subContractor for the additional work to be performed by the subContractor;
  - (2) Pay the subContractor any undisputed amount to which the subContractor is entitled for the additional work within 10 days of receipt of payment from the District; and
  - (3) Notify the subContractor and CO in writing of the reason the Contractor withholds any payment from a subContractor for the additional work.

Neither the District, Contractor, nor any subContractor may declare another party to be in default, or assess, claim, or pursue damages for delays, until the parties to agree on a price for the additional work.

**1.10 NON-DISCRIMINATION CLAUSE**

#### **k.I.10 NON-DISCRIMINATION CLAUSE**

- I.10.1** The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, effective December 13, 1977, as amended (D.C. Law 2-38; D.C. Official Code § 2-1401.01 *et seq.*) (“Act”, as used in this clause.) The Contractor shall include a similar clause in all subContracts, except subContracts for standard commercial supplies or raw materials. In addition, the Contractor agrees, and any subContractor shall agree, to post in conspicuous places, available to employees and applicants for employment, a notice setting forth the provisions of this non-discrimination clause as provided in section 251 of the Act.
- I.10.2** Pursuant to Mayor’s Order 85-85, (6/10/85), Mayor’s Order 2002-175 (10/23/02), Mayor’s Order 2011-155 (9/9/11) and the rules of the Office of Human Rights, Chapter 11 of Title 4 of the D.C. Municipal Regulations, the following clauses apply to the Contract:
- I.10.3** 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, family responsibilities, genetic

information, disability, matriculation, political affiliation, or credit information. Sexual harassment is a form of sex discrimination, which is prohibited by the Act. In addition, harassment based on any of the above-protected categories is prohibited by the Act.

- I.10.4** 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, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. The affirmative action shall include, but not be limited to the following:
- a) employment, upgrading or transfer;
  - b) recruitment, or recruitment advertising;
  - c) demotion, layoff, or termination;
  - d) rates of pay, or other forms of compensation; and
  - e) selection for training and apprenticeship.
- I.10.5** 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 paragraphs 19(b) (1) and (b) (2) concerning non-discrimination and affirmative action.
- I.10.6** 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 paragraph 19(b) (2).
- I.10.7** The Contractor 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 to be provided by the Contracting agency, advising the said labor union or workers' representative of that Contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- I.10.8** The Contractor agrees to permit access to its books, records, and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of the Office of Human Rights or designee, for purposes of investigation to ascertain compliance with the Act, and to require under terms of any subContractor agreement each subContractor to permit access of such subContractors' books, records, and accounts for such purposes.
- I.10.9** The Contractor agrees to comply with the provisions of the Act and with all guidelines for equal employment opportunity applicable in the District adopted by the Director of the Office of Human Rights, or any authorized official.
- I.10.10** The Contractor shall include in every subContract the equal opportunity clause, i.e., paragraphs 19(b) (1) through (b) (9) of this clause, so that such provisions shall be binding upon each subContractor.

**I.15.11**

The Contractor shall take such action with respect to any subContract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subContractor or vendor as a result of such direction by the Contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District

**I.11**

## RIGHTS IN DATA

### A. Definitions

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

### B. Title to Project Deliverables

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

1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with Contractor or third-party proprietary owner, who retains all rights, title and interest (including patent, trademark or copyrights). Effective upon payment, the District shall be granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the District as part of Contractor's Proposal that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the District's satisfaction), and distribute Existing Product to District users up to the license capacity stated in the Contract with all license rights necessary to fully effect the general business purpose of the project or work plan or

Contract. Licenses shall be granted in the name of the District. The District agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.

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

**C. Transfers or Assignments of Existing or Custom Products by the District**

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

#### D. SubContractor Rights

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

### E. Source Code Escrow

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

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

beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.

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

#### **F. Indemnification and Limitation of Liability**

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

#### **I.12 OTHER CONTRACTORS**

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

#### **I.13 SUBCONTRACTS**

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

#### **I.14 INSURANCE**

A. **GENERAL REQUIREMENTS.** The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

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

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

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

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

The vendor should be named as an additional insured on the applicable manufacturer's/distributor's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad)

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

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

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

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

4. Crime Insurance (3rd Party Indemnity) - The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the District. The policy shall provide a limit of \$10,000 per occurrence.
5. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages. **NOTE:** *The Office of Risk Management (ORM) will require the Contractor to furnish a copy of the actual cyber policy (not just the binder) prior to granting approval of the policy.*
6. Environmental Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of pollution legal liability insurance covering losses caused by pollution conditions that arise from the ongoing or completed operations of the Contractor. Completed operations coverage shall remain in effect for at least ten (10) years after completion of the work. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been physically injured), cleanup costs, liability and cleanup costs while in transit, and defense

(including costs and expenses incurred in the investigation, defense and settlement of claims). There shall be neither an exclusion nor a sublimit for mold-related claims. The minimum limits required under this paragraph shall be equal to the greater of (i) the limits set forth in the Contractor's pollution legal liability policy or (ii) \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. If such coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverages under the policy precedes the Contractor's performance of any work under the Contract and that continuous coverage will be maintained or an extended reporting period will be exercised for at least ten (10) years after completion. The Contractor also must furnish to the Owner certificates of insurance evidencing pollution legal liability insurance maintained by the transportation and disposal site operators(s) used by the Contractor for losses arising from facility(ies) accepting, storing or disposing hazardous materials or other waste as a result of the Contractor's operations. Such coverages must be maintained with limits of at least the amounts set forth above.

7. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.
8. Sexual/Physical Abuse & Molestation – *RESERVED [Intentionally Omitted]*
9. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion

- B. **PRIMARY AND NONCONTRIBUTORY INSURANCE.** The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.
- C. **DURATION.** The Contractor shall carry all required insurance until all Contract work is accepted by the District 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.

- D. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.
- E. **CONTRACTOR'S PROPERTY.** Contractor and subContractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- F. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the Contract price.
- G. **NOTIFICATION.** The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- H. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

**THE GOVERNMENT OF THE DISTRICT OF COLUMBIA**

And mailed to the attention of:

**GEORGE G. LEWIS, CPPO C/O Domonique L. Banks**

Chief Procurement Officer

Chief of Contracts & Procurement

Department of General Services

2000 14<sup>th</sup> Street N.W. | 8<sup>th</sup> Floor

Telephone: (202) 727-2800

E-mail: [george.lewis@dc.gov](mailto:george.lewis@dc.gov)

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

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

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

**I.15 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as *Attachment J.8*. An award cannot be made to any Contractor who has not satisfied the equal employment requirements.

**I.16 ORDER OF PRECEDENCE**

The Contract will contain the following clause:

**ORDER OF PRECEDENCE**

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

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) RFP, as amended
- (6) BAFOs (in order of most recent to earliest)
- (7) Proposal

**I.17 TIME**

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

**SECTION J  
ATTACHMENTS**

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

ATTACHMENT NO.	DOCUMENT
<b>J.1</b>	Government of the District of Columbia's Department of General Services Standard Contract Provisions ("SCP") for Supplies and Services Contracts, January 2016
<b>J.2</b>	U.S. Department of Labor Wage Determination 2015-4282, Revision 17 Dated 23-April-2020
<b>J.3</b>	Way to Work Amendment Act of 2006 - Living Wage Notice & Fact Sheet
<b>J.4</b>	Bidder/Offer Certification <i>revised 26-February-2020</i>
<b>J.5</b>	Department of Employment Services First <i>(1st)</i> Source Employment Agreement
<b>J.6</b>	Department of Employment Services First <i>(1st)</i> Source Employment Plan
<b>J.7</b>	DSLBD SBE SubContracting Plan Form
<b>J.8</b>	Department of Employment Services, Equal Employment Opportunity Employer Information Report and Mayor's Order 85-85
<b>J.9</b>	Tax Certification Affidavit
<b>J.10</b>	Center for Biocide Chemistries Novel Coronavirus (COVID-19) Fighting Products
<b>J.11</b>	EPA's Registered Antimicrobial Products for Use Against Novel Coronavirus SARS-CoV-2, the Cause of COVID-19
<b>J.12</b>	CDC Environmental Cleaning and Disinfection Recommendations
<b>J.13</b>	District-wide guidance for enhanced cleaning in all public facilities to protect against COVID-19 spread

## SECTION K REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

**K.1** Bidder/Offeror Certification Form *Attachment J.4*

**K.2 WALSH-HEALEY ACT**

If this Contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. §§ 35-45) (the "Act", as used in this section), the following terms and conditions apply:

- (a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR 50-201.3) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this Contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2) (41 U.S.C. §40). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (29 U.S.C. §214).

**K.3 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (JULY 1990)**

**K.3.1** Definitions. As used in this provision:

**K.3.1.2 Conviction:** means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

**K.3.1.3 Criminal drug statute:** means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

**K.3.1.4 Drug-free workplace:** means the site(s) for the performance of work done by the Contractor in connection with a specific Contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

**K.3.1.5 Employee:** means an employee of a Contractor directly engaged in the performance of work under a District Contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in Contract performance.

**K.3.1.6 Individual:** means an offeror/Contractor that has no more than one employee including the offeror/Contractor.

**K.3.2**

The Contractor, if other than an individual, shall within 30 days after award (unless a longer period is agreed to in writing for Contracts of 30 days or more performance duration), or as soon as possible for Contracts of less than 30 days performance duration:

- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish an ongoing drug-free awareness program to inform such employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The Contractor's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (3) Provide all employees engaged in performance of the Contract with a copy of the statement required by **Section [K.3.2(1)]** of this clause;
- (4) Notify such employees in writing in the statement required by **Section [K.3.2(1)]** of this clause that, as a condition of continued employment on this Contract, the employee will:
  - a. Abide by the terms of the statement; and
  - b. Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Notify the CO in writing within 10 days after receiving notice under **Section [K.3.2(4)(b)]** of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under **Section [K.3.2(4)(b)]** of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
  - a. Take appropriate personnel action against such employee, up to and including termination; or
  - b. Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of **Section [K.3.2(1)]** through **[K.3.2(6)]** of this clause.

**K.3.3**

The Contractor, if an individual, agrees by award of the Contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this Contract.

**K.3.4**

In addition to other remedies available to the District, the Contractor's failure to comply with the requirements of **Sections [K.3.2] or [K.3.3]** of this clause may render the Contractor subject to suspension of Contract payments, termination of the Contract for default, and suspension or debarment.

# **EXHIBIT 12**



## **Areas of Responsibility Cleaning Crew**

This section includes details of required cleaning. Use this as a guide when approaching an area you're unsure of.

### **Basement: (CLEAN BEFORE 2pm, NO EXCEPTIONS)**

**Maintenance-** wipe down office surfaces, clean bathroom, mop floors

**Basement Security-** wipe surfaces, sweep mop

**Laundry-** Clean floors- wipe surfaces

**Warehouse-** wipe surfaces, clean floor

**Loading Dock-** wipe surfaces, clean floor

**DO NOT CLEAN KITCHEN**

### **Ground**

**Staff Entrance-** wipe down surfaces, mopping floors to include control module, restrooms, body scanner, x-ray machine sweep, mop floor, pull trash inside and outside, wipe surfaces including control module. Same in the screening area. **Leave outside trash on side of building for landscape officer to collect.**

**Recreation Office-** wipe down surfaces, mopping floors

**Command Center-** ask if occupants want service, wipe surfaces, and mop, to include restroom

**Keywatchers-** outside of command center to be wiped down.

**IRC-** wipe down surfaces and cells, and mop floors

### **\*\*\*\*\*NOTE\*\*\*\*\***

**Restrooms-** are to be cleaned and mopped, refill soap, toilet paper, and paper towel dispensers, refill all hand sanitizers throughout the building, and pull trash.

**Mopping-** all floors throughout the facility, sweep, and mop

**Stairwells-** once a month, sweep, mop wipe down railings from top to bottom floor, **stairwells 1-12. PM shift to clean stairwell 10 every other day/evening.**

**Elevators-** sweep, mop and wipe down

**Dusting-** clear areas that require dusting



## **JAIL SIDE:**

### **First Floor:**

**Visiting Halls-** every other day wipe down surfaces and mop control module-  
clean on PM Shift

**Housing units-** common areas, showers, sallyport, sick call room, storage  
closets, gym, and abletops/chairs.

**Chapel-** wipe surfaces, clean floor

**Chemical Room-** sweep/mop

### **Second Floor:**

**C&P Area-** wiping down desks and electronics, mopping

**Visiting Halls-** every other day wipe down surfaces and mop control module-  
clean on PM Shift

**Housing units-** common areas, showers, sallyport, sick call room, and storage  
closets

### **Third Floor:**

**Visiting Halls-** every other day wipe down surfaces and mop control module

**Housing units-** common areas, showers, sallyport, sick call rooms, and storage  
closets

### **\*\*\*\*\*NOTE\*\*\*\*\***

**Restrooms-** clean and mop, refill soap, toilet paper, and paper towel  
dispensers, refill all hand sanitizers throughout the building.

**Mopping-** all floors sweep, and mop

**Stairwells-** once a month, sweep, mop wipe down railings from top to bottom  
floor, stairwells 1-12. PM shift to clean stairwell 10 every other day/evening.

**Elevators-** sweep, mop and wipe down

**Dusting-** clear areas that require dusting



## **ADMINISTRATIVE SIDE**

### **First Floor Administrative Bldg**

**Inmate Records Office**- sweep, mop, wipe surfaces, desks

**Surveillance**- wipe surfaces, desks, vacuum

**Information Technology**- sweep, mop, wipe surfaces, desks

**Wardens Suite**- sweep, mop, wipe surfaces, desks, vacuum

### **Second Floor Administrative Bldg**

**ODR** (not kitchen area), sweep, mop, clean tables/chairs, wipe surfaces clean poolroom, move to break room, offer to clean all offices e.g. adjustment board, security, environmental, barber and FOP.

**Major's office**- sweep, mop, wipe surfaces

**Radio Room**- wipe surfaces, clean floor

### **Third Floor Administrative Bldg**

**Medical** - Clean and mop exam rooms, office spaces, holding cells, observation cells, and nurses' station.

### **\*\*\*\*\*NOTE\*\*\*\*\***

**Restrooms**- are to be cleaned and mopped, refill soap, toilet paper, and paper towel dispensers, refill all hand sanitizers throughout the building, and pull trash.

**Mopping**- all floors: sweep and mop

**Stairwells**- once a month, sweep, mop wipe down railings from top to bottom floor, **stairwells 1-12, all but stairwell 10, to be done by evening shift every other day/evening.**

**Elevators**- sweep, mop and wipe down

**Catwalk**- Clean surfaces, mop designated area of the catwalk (up to CTF door).

See checklist on the next page. Your initials represent compliance in those areas you're responsible for cleaning.

Pages 1-3 include details for areas the cleaning crew is responsible for cleaning.



### Checklist of Areas to Clean **AM SHIFT**

Area	Cleaned: Yes	Cleaned: No (explanation)	Additional Comments
Staff Entrance			As soon as crew enters facility
SO2			Immediately after cleaning staff entrance
SW2			
SE2			
NE2			
NW2			
NE3			
NO3			
SE3			
SW3			
SO3			
NO1			
NE1			
NW1			
SO1			
3 <sup>rd</sup> floor Admin Bldg			If staffing allows, clean same time as units
Basement			Clean before 2pm
Ground			
2 <sup>nd</sup> floor Admin Bldg			
1 <sup>st</sup> floor Admin Bldg			Clean before 5pm
Trash pulled			
Floors Mopped			
Refills			Soap, hand sanitizers, paper towels, toilet paper
Elevators			Wipe down sweep and mop
Stairwells			First week of the month- <b>all but #10-</b> evening shift to clean.

You **must** initial "yes" or "no". No always requires an explanation.

Write weekend in "no" column as explanation for not cleaning areas not applicable on weekends.

See below for details on cleaning areas listed above.

Rock Solid Print \_\_\_\_\_ Sign \_\_\_\_\_ Date \_\_\_\_\_

Officer Print \_\_\_\_\_ Sign \_\_\_\_\_ Date \_\_\_\_\_



### Checklist of Areas to Clean **PM SHIFT**

Area	Cleaned: Yes	Cleaned: No (explanation)	Additional Comments
Staff Entrance			Within an hour of leaving for the night
Command Center/KeyWatcher			
IRC			Coordinate cleaning times with IRC staff to avoid intakes
Stairwells			Stairwell # 10 done every other day by evening shift.
Administrative Bldg			
1 <sup>st</sup> floor Visiting Hall			
2 <sup>nd</sup> floor Visiting Hall			
3 <sup>rd</sup> floor Visiting Hall			
1 <sup>st</sup> floor Halls-Admin Side			
2 <sup>nd</sup> floor Halls-Admin Side			
3 <sup>rd</sup> floor Halls-Admin Side			
Trash pulled			
Floors Mopped			
Refills			Soap, hand sanitizers, paper towels, toilet paper
Elevators			Wipe down sweep and mop
Escalators			Sweep, mop every other evening

You **must initial** "yes" or "no". No always requires an explanation.

Write weekend in "no" column as explanation for not cleaning areas not applicable on weekends.

See below for details on cleaning areas listed above.

Rock Solid Print \_\_\_\_\_ Sign \_\_\_\_\_ Date \_\_\_\_\_

Officer Print \_\_\_\_\_ Sign \_\_\_\_\_ Date \_\_\_\_\_



## WEEKEND SCHEDULE

Staff Entrance

Housing Units

### **Administrative Building:**

3<sup>rd</sup> floor Medical

2<sup>nd</sup> floor: ODR, pool room/Office spaces, halls, bathrooms

1<sup>st</sup> Floor: Inmate Records Office

Surveillance

**Administrative Building-** cleaning office spaces, wiping down desks and electronic devices, mopping, pull trash, wipe down elevators, clean restrooms, refill hand sanitizers, soap dispensers, toilet paper and paper towel dispensers.

### **First Floor Administrative Bldg**

Inmate Records Office- sweep, mop, wipe surfaces, desks

Surveillance- wipe surfaces, desks

### **Second Floor Administrative Bldg**

ODR (not kitchen area), sweep, mop, clean tables/chairs, wipe surfaces clean poolroom, move to break room,

Offer to clean all offices in that space to include barber and FOP office

Major's office- sweep, mop, wipe surfaces

### **Third Floor Administrative Bldg**

Clean holding cells, wipe down equipment, surfaces, mop floors, clean cells, office spaces, restrooms and breakrooms. Knock; ask if occupants want cleaning services.

Mop up to the CTF door on the catwalk

### **\*\*\*\*\*NOTE\*\*\*\*\***

**Restrooms/Locker Rooms-** clean and mop, refill soap, toilet paper, and paper towel dispensers, refill all hand sanitizers throughout the building.

**Mopping-** all floors sweep, and mop

**Stairwell# 10-** Sweep, mop, wipe railings every other day/evening.

**Stairwell 1-12-** sweep, mop wipe railings once per month except Stairwell #10 which is done every other day on the PM shift.

**Elevators-** sweep, mop and wipe down

**Dusting-** clear areas that require dusting

**Escalators-** PM shift to clean