

EXHIBIT F

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

EDWARD BANKS, *et al.*,

Plaintiffs,

v.

QUINCY BOOTH, *et al.*,

Defendants.

Civil Action No. 20-00849 (CKK)

DECLARATION OF MICHELE JONES

Pursuant to 28 U.S.C. § 1746, I, Michele Jones, declare and state as follows:

1. I am over the age of eighteen (18) years, competent to testify to the matters contained in this declaration, and testify based on my personal knowledge acquired in the course of my official duties, including my daily observations of conditions and procedures at District of Columbia Department of Corrections (DOC) facilities.

2. I am the Deputy Warden with the DOC's Correctional Treatment Facility (CTF). In this role, I am responsible for the care and well-being of all residents housed in DOC's CTF. I am also responsible for the supervision of all DOC uniformed staff at the CTF. I have worked for DOC since May 2007.

3. I provide this declaration to inform the Court of DOC's health and safety precautions related to COVID-19.

4. To ensure residents have the opportunity to exchange dirty linens and clothing for clean ones, correctional officers are required to track the weekly laundry exchanges for linens, uniforms, and personal laundry.

5. On April 25, 2020, DOC began requiring correctional officers in CTF to verify that each cell is clean every day and mark the time the cell was checked on the Housing Unit Cell Cleaning Verification Form. Attachment 1 is a sample of the form.

6. On April 25, 2020, DOC also began requiring correctional officers in CTF to note that common areas and high-touch surfaces are cleaned every two hours on a Housing Unit Sanitation Checklist. Attachment 2 is a sample of the form. On the isolation unit, a correctional officer cleans the phone cart after each use.

7. On April 25, 2020, DOC began requiring correctional officers at CTF to complete the COVID-19 Housing Unit Checklist after each shift. On the form, correctional officers are asked to note whether: (1) the housing unit has cleaning and hygiene supplies, (2) staff and residents wear masks, (3) all residents were allowed to shower and allowed one hour out of their cells, (4) residents were reminded to social distance, (5) COVID-19 information was discussed during roll call, and (6) any residents reported feeling ill. Attachment 3 is a sample of the form.

8. The shift supervisor reviews the Housing Unit Cell Cleaning Verification Form, the Housing Unit Sanitation Checklist, and the COVID-19 Housing Unit Checklist, and will discipline officers for failure to complete the forms. Though instances occur in which officers fail to properly complete the form, officers' overall compliance with using the form has improved in recent weeks.

9. On April 9, 2020, a specified program analyst calls correctional officer at all housing units in their assigned facility twice a day Monday through Friday (and on weekends beginning May 16, 2020). During the call, the program analyst asks if there are any cleaning supplies needed on the unit, confirms that the two-hour cleanings are being done, and confirms that documentation is being completed. The program analyst then informs CTF leadership and supervisors of the results of the check-ins, and additional supplies are provided to housing units as

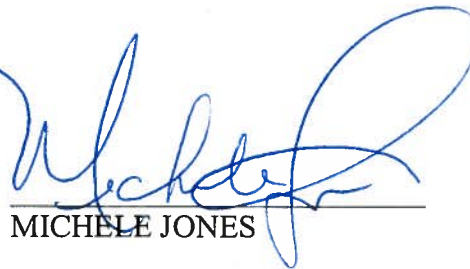
needed. Program analysts began documenting these calls on April 30, 2020, and Attachment 4 is a sample of the form.

10. Since May 10, 2020, DOC began requiring supervisors to conduct two unannounced walkthroughs on each unit twice a week to ensure that COVID-19 precautionary measures are being adhered to. Supervisors track their observations on a COVID-19 Housing Unit Supervisor Checklist. Supervisors will note any deficiencies and rectify any issues they note. Attachment 5 is a sample of the form.

I declare under the penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed on

5/26/20


MICHELE JONES

ATTACHMENT 1



HOUSING UNIT CELL CLEANING VERIFICATION FORM

DATE: May 15, 2020 THIS IS A 24 HOUR PASS ON FORM UNIT: COR

Inmates shall clean their cells daily. Once the Officer has verified cells as clean, inmates may participate in out-of-cell activities.

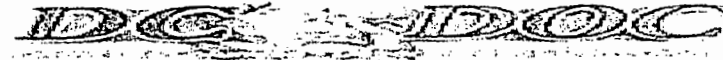
Cell #	Time of Cell Cleaning	Officer's Signature	Cell #	Time of Cell Cleaning	Officer's Signature
1	8:40pm	Empty	25		Empty
2	9:10pm	Empty	26	12pm	KE
3		Empty	27		Empty
4	10 am	KE	28	9 am	KE
5		Empty	29	12 pm	KE
6		Empty	30	12 pm	KE
7		Empty	31		Empty
8	10 am	KE	32	1 pm	Refused
9		Empty	33		Refused
10	11 am	KE	34		Empty
11		Empty	35	1 pm	KE
12	8 am	KE	36	1 pm	KE
13	10 am	KE	37		Empty
14	10 am	KE	38	1 pm	KE
15		Empty	39	1 pm	KE
16	10 am	KE	40		Empty
17		Refused	41		Empty
18		Empty	42	2 pm	KE
19	11 am	KE	43	2 pm	KE
20	11 am	KE	44	2 pm	KE
21		Refused	45	2 pm	KE
22	12 pm	KE	46	2 pm	KE
23		Empty	47	2 pm	KE
24	12 pm	KE	48		Empty

Indicate compliance with a checkmark for each cell. Officer shall sign as verification the inmates were provided with a broom and mop (if needed) and paper towels to achieve a clean cell. Unit Officer will apply disinfectant or peroxide to the paper towels and the inmates will wipe down their cells. Paper towels will immediately be out into a trash bag. If additional comments are necessary, please use page two; be clear and concise when writing notes. THIS FORM IS TURNED IN BY THE NIGHT (C/D CARD) SHIFT AT 8:00 AM DAILY

*Inmates shall not participate in out of cell activities if cells are not clean.

Asammir Sisto

ATTACHMENT 2



Housing Unit Sanitation Checklist

Print Name: LYT. ADEGBITE, A Signature: [Signature]

Unit: C4C

Date: 5/15/2020

Shift 8a.m. – 8p.m.

Areas to Be Sanitized	8:00am	10:00am	12:00pm	2:00pm	4:00pm	6:00pm
Inmate Telephones (after each use)	Initial here to indicate you adhered to cleaning after each use A.A					
Tables/Chairs/ Benches	A.A	A.R	A.R	A.R	A.R	A.R
All Door Knobs/Handles	A.A	A.R	A.R	A.R	A.R	A.R
T/V and Remote Controls	A.A	A.R	A.R	A.R	A.R	A.R
Video Visitation screen and box (after each use)	Initial here to indicate you adhered to cleaning after each use NA					
All stair and tier railings	A.A	A.R	A.R	A.R	A.R	A.R
Exercise Equipment/ Pull-Up Bars (After each use)	Initial here to indicate you adhered to cleaning after each use A.A					
Unit Mail/Sick Call/IGP boxes	A.A	A.R	A.R	A.R	A.R	A.R
Kiosk screen and box (After each use)	Initial here to indicate you adhered to cleaning after each use A.A					

Cleaning Times:

Initial each box under the time to indicate you completed the task.

Each shift shall turn this paperwork in with their shift packet. The Shift Captain will ensure the form is completed properly and a copy is scanned to The Deputy Warden and Ms. Anecika Points.

ATTACHMENT 3

SHIFT B-CARDDC DEPARTMENT OF CORRECTIONS
COVID-19 HOUSING UNIT CHECK LISTUNIT D2A

COVID-19 Mandatory Questions	Responses (Yes/No)	Comments
Does the housing unit have cleaning agent and equipment?	Yes ☒ No ☐	
Does the unit have hand sanitizer?	Yes ☒ No ☐	
Are the unit's residents wearing masks?	Yes ☒ No ☐	
Are the unit's staff wearing masks and gloves?	Yes ☒ No ☐	
Any residents report feeling ill during your tour of duty? if so, were they referred to medical?	Yes ☐ No ☒	
Was the housing unit cleaned inspected in accordance with DOC policies and guidelines?	Yes ☒ No ☐	
Was COVID-19 information shared and discussed during roll call?	Yes ☒ No ☐	
Were all residents allowed to shower?	Yes ☒ No ☐	
Did all residents have soap?	Yes ☒ No ☐	
Were all residents allowed 1 hour out of cell time (excluding isolation units)?	Yes ☒ No ☐	
Were residents reminded to social distance?	Yes ☒ No ☐	

Mandatory Form – This form should be completed at the end of tour.

Additional Comments:

Officer in Charge/Senior Officer Print: NbungweOfficer in Charge/Senior Officer Sign Nbungwe Date: 05/14/20Zone Lieutenant Print: LT DTPZone Lieutenant Sign [Signature] Date: 5-14-20

ATTACHMENT 4

5-15-20 P.M. CTF Open Housing Unit	Time	Name	Notes
SMUA	4:30 P.M.	Jerry Clinton	Have all cleaning supplies, reported the housing unit was sanitized
SMUB	4:31 P.M.	Parease Buckner	Have all cleaning supplies, reported the housing unit was sanitized
C2A	4:32 P.M.	Howard Johnson	Have all cleaning supplies, reported the housing unit was sanitized
C2B	4:54 P.M.	Kerrlyn Emmanuel	Have all cleaning supplies, reported the housing unit was sanitized
C3A	4:33 P.M.	Kenneth Knawuba	Have all cleaning supplies, reported the housing unit was sanitized
C3B	4:35 P.M.	Goodwin Okere	Need peroxide spray , reported the housing unit was sanitized
C4A	4:36 P.M.	Aderemi Olojede	Have all cleaning supplies, reported the housing unit was sanitized
C4C	4:38 P.M.	Rahman Alebiosu	Have all cleaning supplies, reported the housing unit was sanitized
D1B	4:40 P.M.	Dominic Okeke	Have all cleaning supplies, reported the housing unit was sanitized
D2A	4:47 P.M.	Daquez Harrell	Have all cleaning supplies, reported the housing unit was sanitized
D2B	4:39 P.M.	Crystal Warderick	Have all cleaning supplies, reported the housing unit was sanitized
E2A	4:47 P.M.	Jacqueline Hewitt	Have all cleaning supplies, reported the housing unit was sanitized
E4A	4:48 P.M.	Shamika Hill	Have all cleaning supplies, reported the housing unit was sanitized
E4B	4:55 P.M.	Gina Summers	Need peroxide spray , reported the housing unit was sanitized
M82	4:52 P.M.	Gloria Pryor	Need peroxide spray , reported the housing unit was sanitized
M96	4:53 P.M.	Slyvester Corneh	Have all cleaning supplies, reported the housing unit was sanitized

ATTACHMENT 5

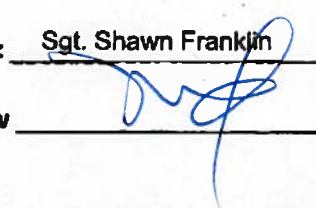
SHIFT 2nd ShiftDC DEPARTMENT OF CORRECTIONS
COVID-19 HOUSING UNIT SUPERVISOR CHECK LISTUNIT C2B

COVID-19 Mandatory Questions	Responses (Yes/No)	Comments
Does the housing unit have cleaning agent and equipment?	Yes ☒ No ☐	
Does the unit have hand sanitizer?	Yes ☒ No ☐	
Are the unit's residents wearing masks?	Yes ☒ No ☐	
Are the unit's staff wearing masks and gloves?	Yes ☒ No ☐	
Any residents report feeling ill during your round? if so, were they referred to medical?	Yes ☐ No ☒	
Was the housing unit cleaned inspected in accordance with DOC policies and guidelines?	Yes ☒ No ☐	
Was COVID-19 information shared with the staff and residents on the unit?	Yes ☒ No ☐	
Were residents reminded to social distance?	Yes ☒ No ☐	
Are recreation and shower activity taking place? (isolation units showers only)	Yes ☒ No ☐	

Mandatory Form – This form shall be completed at the end your unit rounding and will be emailed or delivered to your Deputy Warden.

Additional Comments:

N/A

Supervisor Print Name: Sgt. Shawn FranklinSupervisor Sign Date: 5-11-2020Deputy Warden Review Date 5/12/20

Effective 5/7/2020

EXHIBIT G

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

EDWARD BANKS, *et al.*,

Plaintiffs,

v.

QUINCY BOOTH, *et al.*,

Defendants.

Civil Action No. 20-00849 (CKK)

DECLARATION OF GITANA STEWART-PONDER

Pursuant to 28 U.S.C. § 1746, I, Gitana Stewart-Ponder, declare and state as follows:

1. I am over the age of eighteen (18) years, competent to testify to the matters contained in this declaration, and testify based on my personal knowledge acquired in the course of my official duties, including regular observations of District of Columbia Department of Corrections (DOC) facilities and procedures.

2. I am the Deputy Director of Administration at DOC. In this role, I am responsible for the overseeing DOC's core administrative functions, including budget, procurement, human resources, medical services, food services, acquisition of supplies, risk management and compliance, information technology, strategic planning, facility maintenance, capital projects, and governmental affairs. I have worked for DOC since January 2016. Before that I worked for the D.C. Fire and Emergency Medical Services Department as the Equal Employment Opportunity and Diversity Manager.

3. I provide this declaration to inform the Court of DOC's efforts to meet its facilities' sanitation needs in the wake of the COVID-19 pandemic and to address DOC's staffing practices.

4. Since the Court issued the temporary restraining order on April 19, 2020, DOC has utilized numerous avenues to engage a sanitarian and professional facilities-wide janitorial service as swiftly as possible. While we worked to arrange the hiring or detail of these services, DOC worked with the Department of Youth Rehabilitation Services' sanitarian, Dwayne Coley, who first visited the Central Detention Facility (CDF) and the Correctional Treatment Facility (CTF) on April 30, 2020 and provided DOC with his recommendations. Mr. Coley's recommendations covered chemical control, supervision of inmates during cleaning cycles, and disposal of personal protective equipment, all of which DOC has implemented. Mr. Coley returned to the facilities for a more detailed inspection on May 6, 2020.

5. DOC entered into a janitorial services contract with Rock Solid District Group, LLC (Rock Solid) for professional cleaning services at the CDF, *see* Attachment 1. Starting on May 12, 2020, Rock Solid began cleaning CDF common areas, inclusive of showers, and high-touch surfaces on a daily basis, from 6:00 a.m. to 11:00 p.m. in accordance with Centers for Disease Control and Prevention (CDC) guidelines.

6. DOC entered into a janitorial services contract with Spectrum Management LLC (Spectrum), for professional cleaning services at CTF, *see* Attachment 2. Starting on May 18, 2020, Spectrum began cleaning CTF common areas, inclusive of showers, and high-touch surfaces on a daily basis, from 6:00 a.m. to 11:00 p.m. in accordance with CDC guidelines.

7. On May 18, 2020, DOC entered into a contract with a sanitarian, Potomac-Hudson Engineering, Inc., *see* Attachment 3, and anticipates the sanitarian will begin working in DOC facilities during the week of May 25, 2020. The sanitarian will provide onsite inspections and cleaning procedure plans. The contract states that the sanitarian will provide services for three months.

8. The District has created and funded a permanent sanitarian position for DOC facilities. Attachment 4 is the position announcement posted on May 21, 2020.

9. A detail of inmates supervised by correctional officers performs overnight cleaning of all areas of the correctional facilities, with the exception of the inmates' cells (individual inmates are responsible for cleaning their own cells). During the day, the inmate detail continues to clean common areas and high-touch surfaces every two hours. The detail of inmates performed this cleaning prior to DOC's engagement of professional cleaners and will continue to do so while the cleaning contracts are in place.

10. Inmates have access to supplies to ensure that their cells are clean. A solution of CDC approved medical grade peroxide multi-surface cleaner and disinfectant approved for COVID-19 related cleaning is available for inmates' use in each housing unit. Inmates are expected to clean their cells using the cleaning solution and paper towels every day.

11. Correctional officers are instructed to spray the paper towels prior to giving them to inmates because residents are not permitted to have direct access to the cleaning solution for health and safety concerns (the solution could be harmful if ingested or sprayed into a person's eyes).

12. Mr. Coley recommended replacing the paper towels inmates use to clean their cells with microfiber towels. DOC adopted this recommendation and ordered additional microfiber towels that arrived on May 18, 2020. On May 26, 2020, DOC distributed one towel to each resident.

13. DOC currently employs 945 correctional officers, and there are an additional 45 vacant correctional officer positions available to be filled. Recruitment has been especially difficult during the COVID-19 crisis. Because of pandemic restrictions, DOC has ceased holding

correctional officer recruitment events. Additionally, even if there were promising applicants for the positions, applicants must pass recruitment testing, an extensive background check, and a training period before they can take on the full duties of the job.

14. At times during the COVID-19 pandemic, as many as one third of the available correctional officers have been unavailable to work because they were on leave, including leave related to COVID-19 quarantines and illness.

15. DOC has undertaken substantial efforts to increase staffing at DOC facilities. DOC has called and sent return-to-work letters to officers whose leave had expired (*e.g.*, to those who were self-quarantining for two weeks and had not returned to work when the quarantine ended).

16. Staffing has substantially improved in the last several weeks. Two weeks ago, there were 298 officers unavailable for duty; as of Monday, May 18, 2020, that number has dropped to 251.

17. DOC has also continued recruiting efforts in spite of the difficulties imposed by the pandemic. I am coordinating with the Mayor's Office of Veterans Affairs (VA) to enhance recruitment. VA is advertising positions and helping to identify potential candidates from its database of applicants. DOC will also hold a recruiting event—Corrections Officers' Pre-Employment Testing (COPET)—for correctional officers on June 6, 2020. COPET involves physical agility testing, psychological testing, and launching background investigation interviews.

18. DOC has incurred substantial costs in responding to the pandemic. Thus far, both the District and DOC have expended approximately \$4 million on DOC staff overtime, additional safety and cleaning materials, contractors, and capital construction costs to enhance the agency's health and safety measures related to COVID-19.

I declare under the penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed on

May 28, 2020


CITANA STEWART-PONDER

ATTACHMENT 1

AWARD/CONTRACT

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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

2. Contract Number DCAM-20-NC-EM-0079A		3. Effective Date 12-MAY-2020		4. Requisition/Purchase Request/Project No.	
5. Issued By: George G. Lewis, CPPO		Code		6. Administered by (If other than line 5) Domonique L. Banks, Contract Specialist	
Department of General Services Contracts and Procurement Division 2000 14 th Street, 8 th Floor Washington, DC 20009				Department of General Services Contracts and Procurement Division 2000 14 th Street, 8 th Floor Washington, DC 20009	
8. Name and Address of Contractor (No. street, city, county, state and Zip Code) ROCK SOLID DISTRICT GROUP, LLC. 1025 Connecticut Avenue Suite 1000 Washington, D.C. 20036 Arvella Gardner (202) 239-7600 calltherock@ymail.com				8. Delivery ☐ FOB Origin ☒ Other (See Schedule Section F)	
				9. Discount for prompt payment Net thirty (30) Days	
				10. Submit invoices to the Address shown in item 6 (2 copies unless otherwise specified)	
11. Ship to/Mark For		Code		12. Payment will be made by	
				Government of the District of Columbia	
13. Reserved for future use				14. Accounting and Appropriation Data ENCUMBRANCE CODE:	
15A. Item	15B. Supplies/Services		15C. Qty.	15D. Unit	15E. Unit Price
0001	FIXED-PRICE MONTHLY SERVICE RATE		EA	MONTHLY	\$209,517.92
TOTAL AMOUNT OF CONTRACT					15F. Amount \$628,553.76
					AGGREGATE NTE \$653,553.76
16. Table of Contents					
(X)	Section	Description	Page	(X)	Section
PART I – THE SCHEDULE				PART II – CONTRACT CLAUSES	
X	A	Solicitation/Contract Form		I	Contract Clauses
X	B	Supplies or Services and Price/Cost		PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS	
X	C	Description/Specifications/Work Statement		J	List of Attachments
X	D	Packaging and Marking		PART IV – REPRESENTATIONS AND INSTRUCTIONS	
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			
EMERGENCY PROCUREMENT SCHEDULE					
ISSUE DATE Friday, March 13, 2020					
Contracting Officer will complete Item 17 or 18 as applicable					
17. ☐ CONTRACTOR'S NEGOTIATED AGREEMENT (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.)			18. ☒ AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number DCAM-20-NC-EM-0079A , 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.		
19A. Name and Title of Signer (Type or print) Arvella J. Gardner, President			20A. Name of Contracting Officer George G. Lewis, CPPO Chief of Contracts & Procurement, Chief Procurement Officer		
19B. Name of Contractor  (Signature of person authorized to sign)		19C. Date Signed 12-MAY-2020		20B. District of Columbia  George G. Lewis, CPPO (Signature of Contracting Officer)	
				20C. Date Signed 12-MAY-2020	
 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	https://www.epa.gov/sites/production/files/2020-03/documents/sars-cov-2-list_03-03-2020.pdf	03-March-2020
12	Novel Coronavirus (COVID-19)-Fighting Products; Center for Biocide Chemistries.	https://www.americanchemistry.com/Novel-Coronavirus-Fighting-Products-List.pdf	05-March-2020
13	Interim Environmental Cleaning and Disinfection Recommendations; Centers for Disease Control and Prevention.	https://www.cdc.gov/coronavirus/2019-ncov/community/home/cleaning-disinfection.html	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:
- | | | |
|-----------------|--------------|---|
| C.3.2.1 | ANSI | American National Standards Institute |
| C.3.2.2 | BLRA | refers to the DCRA's Business Licensing Regulation Administration |
| C.3.2.3 | BOCA | Building Official Code Administrators |
| C.3.2.4 | CERP | Contractor's Emergency Response Plan |
| C.3.2.5 | CO | Contracting Officer |
| C.3.2.6 | COTR | Contracting Officer's Technical Representative |
| C.3.2.7 | DCMR | District of Columbia Municipal Regulations |
| C.3.2.8 | DOC | Department of Corrections |
| C.3.2.9 | DCRA | Department of Consumer and Regulatory Affairs |
| C.3.2.10 | DGS | Department of General Services |
| C.3.2.11 | DSLBD | DC Department of Small and Local Business Development |

C.3.2.12	EMCS	Energy Management Control Systems
C.3.2.13	EPA	Environmental Protection Agency
C.3.2.14	MSDS	Material Safety Data Sheet
C.3.2.15	NFPA	National Fire Protection Association
C.3.2.16	NIOSH	National Institute for Occupational Safety and Health
C.3.2.17	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 workplace
C.3.2.18	PBS	Public Buildings Maintenance Guides and Time Standards
C.3.2.19	PPE	Personal Protective Equipment
C.3.2.20	QA	Quality Assurance
C.3.2.21	QAP	Quality Assurance Protocol
C.3.2.22	QC	Quality Control
C.3.2.23	QCP	Quality Control Program
C.3.2.24	SCP	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 (1/3rd 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 30th 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;

G.232.6 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 3rd day after the required payment date for meat or a meat food product;

G.6.1.2.2 5th day after the required payment date for an agricultural commodity; or

- G.6.1.2.3** 15th 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** 3rd day after the required payment date for meat or a meat product;
 - G.6.2.2.2** 5th day after the required payment date for an agricultural commodity; or
 - G.9.2.2.3** 15th 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 14th Street N.W. | 8th Floor
Telephone: (202) 727-2800
E-mail: 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

ALISON HERBERT
 Administrative Assistant
 Facility Management Division
 Mobile: (202) 710-9430
 Email: alison.herbert@dc.gov

KESSIA CRUZ
 Executive Assistant
 Facility Management Division
 Mobile: (202) 596-4291
 Email: kessia.cruz@dc.gov

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 DSLBD 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 [Intentionally Omitted]***
- 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.

I.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

I.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.

I.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.

I.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**.

I.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 [I.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.

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 14th Street N.W. | 8th Floor

Telephone: (202) 727-2800

E-mail: 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
J.1	Government of the District of Columbia’s Department of General Services Standard Contract Provisions (“SCP”) for Supplies and Services Contracts, January 2016
J.2	U.S. Department of Labor Wage Determination 2015-4282, Revision 17 Dated 23-April-2020
J.3	Way to Work Amendment Act of 2006 - Living Wage Notice & Fact Sheet
J.4	Bidder/Offer Certification <i>revised 26-February-2020</i>
J.5	Department of Employment Services First ^(1st) Source Employment Agreement
J.6	Department of Employment Services First ^(1st) Source Employment Plan
J.7	DSLBD SBE SubContracting Plan Form
J.8	Department of Employment Services, Equal Employment Opportunity Employer Information Report and Mayor’s Order 85-85
J.9	Tax Certification Affidavit
J.10	Center for Biocide Chemistries Novel Coronavirus (COVID-19) Fighting Products
J.11	EPA’s Registered Antimicrobial Products for Use Against Novel Coronavirus SARS-CoV-2, the Cause of COVID-19
J.12	CDC Environmental Cleaning and Disinfection Recommendations
J.13	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.

ATTACHMENT 2

AWARD/CONTRACT

Document 82-7 Filed 05/26/20 Page 62 of 127
 Caption
 Comprehensive Hazardous Materials (HAZMAT)
 Environmental Cleaning Services related to the
 SARS-CoV-2 (COVID-19) Coronavirus-19
 Pandemic for the Department of Corrections.

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2. Contract Number DCAM-20-NC-EM-0079B		3. Effective Date 18-MAY-2020		4. Requisition/Purchase Request/Project No.			
5. Issued By: George G. Lewis, CPPO		Code		6. Administered by (If other than line 5) Domonique L. Banks, Contract Specialist			
Department of General Services Contracts and Procurement Division 2000 14 th Street, 8 th Floor Washington, DC 20009				Department of General Services Contracts and Procurement Division 2000 14 th Street, 8 th Floor Washington, DC 20009			
8. Name and Address of Contractor (No. street, city, county, state and Zip Code) SPECTRUM MANAGEMENT, LLC 1229 Pennsylvania Avenue, S.E. Washington, D.C. 20003 George Simpson (202) 546-2080 kadams@smusa.us				8. Delivery ☐ FOB Origin Other (See Schedule Section F)			
				9. Discount for prompt payment Net thirty (30) Days			
				10. Submit invoices to the Address shown in item 6 (2 copies unless otherwise specified)		Item 6	
11. Ship to/Mark For		Code		12. Payment will be made by		Code	
				Government of the District of Columbia			
13. Reserved for future use				14. Accounting and Appropriation Data ENCUMBRANCE CODE:			
15A. Item	15B. Supplies/Services			15C. Qty.	15D. Unit	15E. Unit Price	15F. Amount
0001	FIXED-PRICE MONTHLY SERVICE RATE			EA	MONTHLY	\$255,073.87	795,211.61
TOTAL AMOUNT OF CONTRACT						AGGREGATE NTE \$790,221.61 (INCLUDING \$25K Cost Reimbursement)	
16. Table of Contents							
(X)	Section	Description	Page	(X)	Section	Description	Page
PART I – THE SCHEDULE				PART II – CONTRACT CLAUSES			
X	A	Solicitation/Contract Form		I	Contract Clauses		
X	B	Supplies or Services and Price/Cost		PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	Description/Specifications/Work Statement		J	List of Attachments		
X	D	Packaging and Marking		PART IV – REPRESENTATIONS AND INSTRUCTIONS			
X	E	Inspection and Acceptance		K	Representations, Certifications and Other Statements of Offerors		
X	F	Deliveries or Performance					
X	G	Contract Administration data		L	Instructions, conditions & notices to offerors		
X	H	Special Contract Requirements		M	Evaluation factors for award		
EMERGENCY PROCUREMENT SCHEDULE							
ISSUE DATE		Friday, March 13, 2020					
Contracting Officer will complete Item 17 or 18 as applicable							
17. ☐ CONTRACTOR'S NEGOTIATED AGREEMENT (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.)				18. ☒ AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number DCAM-20-NC-EM-0079B , 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.			
19A. Name and Title of Signer (Type or print) Nathan Speight, Dir of BD				20A. Name of Contracting Officer George G. Lewis, CPPO Chief of Contracts & Procurement, Chief Procurement Officer			
19B. Name of Contractor <i>Nathan Speight</i> (Signature of person authorized to sign)		19C. Date Signed 18-MAY-2020		20B. District of Columbia <i>George G. Lewis, CPPO</i> (Signature of Contracting Officer)		20C. Date Signed 18-MAY-2020	
 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-0079B** 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 **Spectrum Management, LLC. (“Spectrum” 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 at the Department of Corrections’ Correctional Treatment Facility, located at 1901 E 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, consumable supplies (e.g. liquid hand soap, paper towel and toilet paper) 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, consumable supplies (e.g. liquid hand soap, paper towel and toilet paper) 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”), consumable supplies (e.g. liquid hand soap, paper towel and toilet paper) 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.*

DCAM-20-NC-EM-0079B

PRICE SCHEDULE

B.3.1 PRICE SCHEDULE

CLIN	DESCRIPTION	UNIT	COST	QTY	EXTENDED COST
0001	Firm-Fixed Daily Janitorial Services	MTLY	\$ 255,073.87	3	\$ 765,221.61
TOTAL BASIC SERVICES			\$ 255,073.87		\$ 765,221.61
0002	CLEANING SUPPLY COST REIMBURSEMENT CEILING SECTION [B.3.2.1]				\$ 25,000.00
					\$ 790,221.61

90-DAY EMERGENCY CONTRACT COST BREAKDOWN BY PERIOD					
DESCRIPTION	UNIT	RATE	QTY	EXTENDED COST	
18-MAY-2020 THRU 31-MAY-2020	DAILY	\$ 8,502.46	14	\$	119,034.47
1-JUNE-2020 THRU 31-JULY-2020	MTLY	\$ 255,073.87	2	\$	510,147.74
1-AUGUST-2020 THRU 16-AUGUST-2020	DAILY	\$ 8,502.46	16	\$	136,039.40
CLEANING SUPPLY COST REIMBURSEMENT CEILING	EA	\$ 25,000.00	1	\$	25,000.00
90-DAY EMERGENCY CONTRACT COST				\$	790,221.61

GRAND TOTAL EMERGENCY CONTRACT (EC) NOT-TO-EXCEED CONTRACT VALUE **\$ 790,221.61**

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-TO EXCEED
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 at the Department of Corrections’ Correctional Treatment Facility, located at 1901 E Street, S.E., Washington, D.C. 20003.

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	https://www.epa.gov/sites/production/files/2020-03/documents/sars-cov-2-list_03-03-2020.pdf	03-March-2020
12	Novel Coronavirus (COVID-19)-Fighting Products; Center for Biocide Chemistries.	https://www.americanchemistry.com/Novel-Coronavirus-Fighting-Products-List.pdf	05-March-2020
13	Interim Environmental Cleaning and Disinfection Recommendations; Centers for Disease Control and Prevention.	https://www.cdc.gov/coronavirus/2019-ncov/community/home/cleaning-disinfection.html	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:
- | | | |
|-----------------|--------------|---|
| C.3.2.1 | ANSI | American National Standards Institute |
| C.3.2.2 | BLRA | refers to the DCRA's Business Licensing Regulation Administration |
| C.3.2.3 | BOCA | Building Official Code Administrators |
| C.3.2.4 | CERP | Contractor's Emergency Response Plan |
| C.3.2.5 | CO | Contracting Officer |
| C.3.2.6 | COTR | Contracting Officer's Technical Representative |
| C.3.2.7 | DCMR | District of Columbia Municipal Regulations |
| C.3.2.8 | DOC | Department of Corrections |
| C.3.2.9 | DCRA | Department of Consumer and Regulatory Affairs |
| C.3.2.10 | DGS | Department of General Services |
| C.3.2.11 | DSLBD | DC Department of Small and Local Business Development |

C.3.2.12	EMCS	Energy Management Control Systems
C.3.2.13	EPA	Environmental Protection Agency
C.3.2.14	MSDS	Material Safety Data Sheet
C.3.2.15	NFPA	National Fire Protection Association
C.3.2.16	NIOSH	National Institute for Occupational Safety and Health
C.3.2.17	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 workplace
C.3.2.18	PBS	Public Buildings Maintenance Guides and Time Standards
C.3.2.19	PPE	Personal Protective Equipment
C.3.2.20	QA	Quality Assurance
C.3.2.21	QAP	Quality Assurance Protocol
C.3.2.22	QC	Quality Control
C.3.2.23	QCP	Quality Control Program
C.3.2.24	SCP	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 , Correctional Treatment Facility/, located at 1901 E 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. **C** 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. **C** 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 (1/3rd 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. C 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 18-May-2020, ending on or before 16-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 30th 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;
- G.232.6** 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 3rd day after the required payment date for meat or a meat food product;

G.6.1.2.2 5th day after the required payment date for an agricultural commodity; or

- G.6.1.2.3** 15th 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** 3rd day after the required payment date for meat or a meat product;
 - G.6.2.2.2** 5th day after the required payment date for an agricultural commodity; or
 - G.9.2.2.3** 15th 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 14th Street N.W. | 8th Floor

Telephone: (202) 727-2800

E-mail: 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

ALISON HERBERT
Administrative Assistant
Facility Management Division
Mobile: (202) 710-9430
Email: alison.herbert@dc.gov

KESSIA CRUZ
Executive Assistant
Facility Management Division
Mobile: (202) 596-4291
Email: kessia.cruz@dc.gov

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 DSLBD 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 [Intentionally Omitted]***
- 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.

I.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

I.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.

I.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.

I.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*.

I.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 [I.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.

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 14th Street N.W. | 8th Floor
Telephone: (202) 727-2800
E-mail: 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
J.1	Government of the District of Columbia’s Department of General Services Standard Contract Provisions (“SCP”) for Supplies and Services Contracts, January 2016
J.2	U.S. Department of Labor Wage Determination 2015-4282, Revision 17 Dated 23-April-2020
J.3	Way to Work Amendment Act of 2006 - Living Wage Notice & Fact Sheet
J.4	Bidder/Offer Certification <i>revised 26-February-2020</i>
J.5	Department of Employment Services First ^(1st) Source Employment Agreement
J.6	Department of Employment Services First ^(1st) Source Employment Plan
J.7	DSLBD SBE SubContracting Plan Form
J.8	Department of Employment Services, Equal Employment Opportunity Employer Information Report and Mayor’s Order 85-85
J.9	Tax Certification Affidavit
J.10	Center for Biocide Chemistries Novel Coronavirus (COVID-19) Fighting Products
J.11	EPA’s Registered Antimicrobial Products for Use Against Novel Coronavirus SARS-CoV-2, the Cause of COVID-19
J.12	CDC Environmental Cleaning and Disinfection Recommendations
J.13	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.

ATTACHMENT 3

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		6. SOLICITATION ISSUE DATE	
9. ISSUED BY OFFICE OF CONTRACTING AND PROCUREMENT TRANSPORTATION AND SPECIALTY EQUIPMENT COMMODITY GROUP 2000 14 TH STREET, NW, 6 TH FLOOR WASHINGTON, DC 20009				10. THIS ACQUISITION IS ☐ UNRESTRICTED ☐ SET ASIDE %FOR ☐ SMALL BUSINESS ☐ SMALL DISADV. BUS. ☒ Cooperative Agreement ☐ DCSS SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☐ N/A	
						12. PAYMENT DISCOUNT TERMS Net 30 days	
						☐ 13. RESERVED	
						14. METHOD OF SOLICITATION ☒ RFTOP ☐ IFB ☐ RFP ☐ 2-STEP	
5. CONTRACTOR / OFFEROR Potomac-Hudson Engineering, Inc. 77 Upper Rock, Suite 302 Rockville, MD 20850				16. PAYMENT WILL BE MADE BY CODE Public Safety & Justice Cluster (PSJC) Cluster Financial Manager, Accounts Payable Division 899 North Capitol Street, N.E. 6 th Floor, Suite: #600A Washington, D.C. 20002			
15A DUNS CODE		15B TAX ID NO.					
17. DELIVER TO DC Department of Corrections (DOC) 2000 14 th Street NW, 7 th Floor Washington, DC 20009				18. ADMINISTERED BY DC Department of Corrections (DOC) 2000 14 th Street NW, 7 th Floor Washington, DC 20009			
18A. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER ☐				18B. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16 UNLESS BLOCK BELOW IS CHECKED ☐ 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 <i>Frederick J Carey</i>					30A. DISTRICT OF COLUMBIA (SIGNATURE OF CONTRACTING OFFICER)		
29B. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Frederick J. Carey			29C. DATE SIGNED May 18, 2020		30B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Courtney B. Lattimore Contracting Officer		30C DATE SIGNED

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 14th Street, NW, 6th Floor
Washington, DC 20009
202-671-2327
Courtney.Lattimore@dc.gov

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

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;

- 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

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.

(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:

- (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.

ATTACHMENT 4

Job Description



[Previous Job](#)

Sanitation Inspection Specialist

[Next Job](#)

[Apply for Job](#)

Job ID 10672
Location Detention Facility
Date Opened 05/21/2020
Area of Consideration Open to Public
Grade 12
Type of Appointment Career Service - Reg Appt
Minimum Rate \$76,126.00
Target Openings 1

Full/Part Time Full-Time
Regular/Temporary Regular
Date Closed 05/26/2020
Agency FL Department of Corrections
Department FL11000000
Bargaining Unit CH11
Maximum Rate \$97,375.00
Available Openings 1

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General Job Information

JOB SUMMARY

This position is located in the Department of Corrections (DOC), Office of Accreditation and Compliance located inside the Central Detention Facility (CDF), and Correctional Treatment Facility (CTF). The operational focus is on supporting activities related to staffs, inmates, and visitors' health and well-being.

The Environmental Safety and Sanitation Inspection Specialist (ESS) provides environmental safety and sanitation oversight for the CDF and CTF and ensures that the housing units common areas are clean, sanitary and environmentally safe, and the facilities and equipment are maintained in good working order/condition as well as the laundry operations, barber and cosmetology, and commissary areas.

DUTIES AND RESPONSIBILITIES

Plans, designs, develops and coordinates correctional environmental safety and sanitation initiatives; and serves in a key supporting role for the implementation of departmental initiatives focusing on core correctional needs and support requirements as it relates to environmental safety and sanitation of the CDF and CTF. Incumbent ensures day-to-day oversight for compliance with applicable regulations, codes and standards relevant to the mission and

Job Description

[Previous Job](#)

Sanitation Inspection Specialist

[Next Job](#)

goals; oversees and coordinates inspections conducted by the DC Department of Health (DOH) and conducts comprehensive and thorough inspections to ensure that the facilities are compliant. Maintains a manual and automated reporting system to keep up to date with inspection schedules and cleaning squads/crews; and coordinates with department managers, supervisors, officers, and employees regarding the cleaning and inspection schedules

Provides instructions and guidelines to detail squads; replenishes/orders supplies and tools for cleaning purposes, and documents whether the operation is compliant with prevention, identification and abatement activities. Addresses departmental issues and key initiatives; and assists in the development of funding and resource proposals to support program initiatives.

Recommends revisions to internal policies and interfaces with key officials within the Department, with other Federal and District Government agencies and the private sector in the course of working out administrative systems and procedures that are inherent in attaining the goals.

Oversees and assesses the inspections of all facility areas e.g., weekly/monthly/annually; collaborates with supervisors and managers to designate employees to conduct regular internal inspections to identify and document deficiencies

Oversees sanitation supplies are available for distribution; and are distributed to the units based on an approved schedule. Collaborates with correctional officers and supervisors to ensure cleaning equipment is utilized in the proper manner and makes inspections a part of their daily tasks.

Makes rounds with designated staff. Rounds shall include inspections of showers, dayrooms, on-unit classrooms and recreation areas, chase closets and storage area supply closets, tiers, and the control bubble. Inspections require each program manager or designee to be present when the ESS performs inspections of areas such as the medical unit, the warehouse, storage rooms, shops, commissary, food services, etc.

Collaborates with the Facilities Maintenance manager regarding repairs, based on schedule, visits housing units to conduct a general visual inspection for cleanliness and ensures that adequate cleaning supplies are available and equipment and fixtures are operational in common areas. Reviews inspection reports of cells and ensures cells are free from graffiti and peeling paint. Managers affected by this report are responsible for preparing a closed out Corrective Action Plan (CAP) to the ESS and appropriate DOC manager official. The ESS follows up on the CAP to ensure adequate corrective action is taken in a timely manner.

Evaluates performance management for operational efficiency and support services for effectiveness; and participates in scheduled or random audit reviews of internal programs offices. Evaluates and documents results of each program audit, and prescribes corrective action or remediation in difficult and complex work assignment

Makes sure cellblock control modules, administrative areas, office areas, medical unit, Inmate Reception Center (IRC), and other areas are thoroughly cleaned; and coordinates with maintenance staff for cleaning air vents, windows and high walls.

Maintains documentation relevant to DOH inspections, corrective action plans and abatement schedules and determines the frequency of required treatments. Keeps in contact with the DC Departments of Health, Occupational Safety and Health Administration, DC Fire and Emergency Management and other independent consultants.

QUALIFICATIONS AND EDUCATION

Applicants must have at least one (1) year of specialized experience. Specialized experience is experience which is in or directly related to the line of work of the position and has equipped the applicant with the particular knowledge, skills and abilities to successfully perform the duties of the position.

LICENSE AND CERTIFICATION

None

Job Description

[Previous Job](#)

Sanitation Inspection Specialist

[Next Job](#)**WORKING CONDITIONS**

Work is performed both in an office and correctional institutional facility environment.

OTHER SIGNIFICANT FACTS

Tour of Duty: 7:30 a.m. - 4:30 p.m. Must be flexible to varying work hours.

Collective Bargaining: This position is not in Collective Bargaining

Duration of Appointment: Career Service Appointment

Position Designation: "This position is designated as a Safety Sensitive position and is subject to mandatory pre-employment and periodic Criminal Background Checks and Traffic Records Checks (as applicable). This position is also subject to mandatory pre-employment and random Drug and Alcohol Testing. In this position, you may be disqualified from employment based on the presence of marijuana in test results, even if you possess a medical card authorizing the use of medical marijuana." A TB Test will be required prior to entry on duty.

If the position you are applying for is in the Career, Management Supervisor, or Educational Service at an annual salary of one hundred fifty thousand dollars (\$150,000) or more, you must establish residency in the District of Columbia within one hundred eighty (180) days of the effective date of the appointment and continue to maintain residency within the District of Columbia throughout the duration of appointment.

EEO Statement

The District of Columbia Government is an Equal Opportunity Employer. All qualified candidates will receive consideration without regard to race, color religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, physical handicap, or political affiliation

EXHIBIT H

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

EDWARD BANKS, *et al.*,

Plaintiffs,

v.

QUINCY BOOTH, *et al.*,

Defendants.

Civil Action No. 20-00849 (CKK)

DECLARATION OF AMY LOPEZ

Pursuant to 28 U.S.C. § 1746, I, Amy Lopez, declare and state as follows:

1. I am over the age of eighteen (18) years, competent to testify to the matters contained in this declaration, and testify based on my personal knowledge acquired in the course of my official duties.

2. I am the Deputy Director of Professional Development and College and Career Readiness with the District of Columbia Department of Corrections (DOC). In this role, I am responsible for facilitating all educational opportunities for individuals in the care of the DOC and training and professional development opportunities for DOC employees, contract employees, and volunteers. I have worked for DOC since July, 2017. Before that I worked for the Federal Bureau of Prisons, Windham School District (Texas Department of Criminal Justice), Texas Juvenile Justice Department, and the Texas public school system.

3. I provide this declaration to inform the Court of DOC's efforts to meet its facilities' sanitation needs in the wake of the COVID-19 pandemic and to address DOC's staffing practices.

4. I oversee a number of educational and vocational programs for residents and staff at the Central Detention Facility (CDF) and Correctional Treatment Facility (CTF). Many of our

programs use a digital platform provided by American Prison Data Systems (APDS) that participating residents can use to engage in their coursework.

5. Before the COVID-19 pandemic, DOC had approximately 500 tablet devices on hand that residents in these programs could use for their education. Participating residents received account credentials to access an APDS tablet, which includes a secure module allowing users to exchange digital messages with specified recipients authorized by an administrator.

6. To help increase resident access to attorney communications during the pandemic, on May 7, 2020, we configured residents' APDS accounts to facilitate secure, unmonitored messaging with their attorneys. We have been working to set up accounts for each resident. We have also been working with the Public Defender Service, the Federal Public Defender, and private attorneys to ensure that each resident's attorney has access as well. DOC cannot see the content of any message sent or received.

7. To improve access to the inmate grievance process, we configured the forms feature on APDS devices and added inmate grievance forms so that residents can complete a grievance form and submit it from an APDS device directly to the inmate grievance coordinator.

8. The District of Columbia government has approved the purchase of an additional 1,000 tablet devices that will help DOC expand access to attorney-client messaging through APDS. DOC expects to receive those devices in June, 2020.

9. I also work with our correctional officer training academy. As the Deputy Director, I facilitate the design and implementation of Basic Correctional Training (BCT) for all cadets, as well as in-service training, specialized training, and professional development for veteran officers.

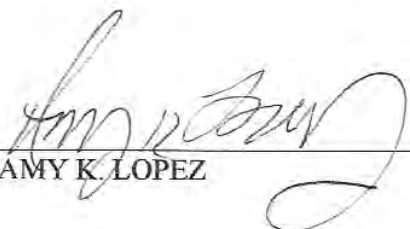
10. All new hires for DOC correctional officer positions must complete BCT before beginning work. On May 22, 2020, 13 officers graduated from the training academy and reported to their posts at CDF and CTF on May 25, 2020.

11. As part of its ongoing effort to educate its staff on the coronavirus, on April 27, 2020, DOC launched a mandatory online training module for staff regarding COVID-19, donning, doffing, and disposing of personal protective equipment (PPE), cleaning and disinfecting practices, the importance of social distancing, and screening procedures, including the use of infrared thermometers. Paper copies of the training materials were also provided to staff during roll call on April 29 and 30, 2020, and May 1, 5, 6, 15, 16, 17, 18, 19, 20, 2020. Attachments 1 is a copy of the training material and Attachment 2 is the accompanying letter from DOC. As of today's date, approximately 98% of staff has completed the training module.

12. As part of its ongoing effort to educate residents on the coronavirus, on April 28, 2020, DOC launched courses on APDS tablets and began weekly cell-to-cell distribution of paper-based education materials regarding COVID-19 education, donning, doffing, and disposal of PPE, cleaning and disinfecting practices, and the importance of social distancing. Attachment 3 is COVID-19 educational materials provided to residents.

I declare under the penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed on 5/26/2020



AMY K. LOPEZ

ATTACHMENT 1

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:

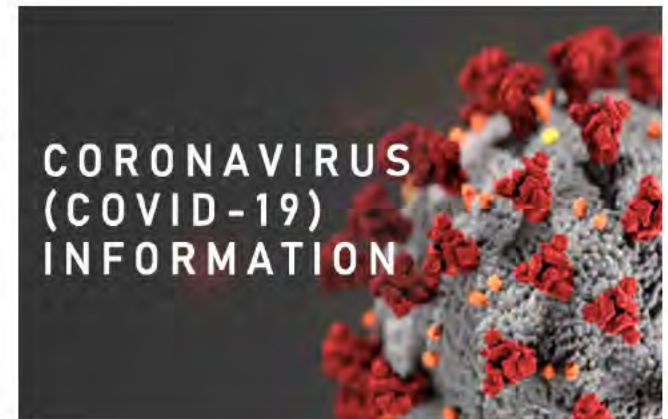
- Staff training on the use of infrared thermometers & responding to inaccurate readings.
- Basic Personal Protective Equipment (PPE) training for staff who will train other staff and staff who will wear PPE.
- A review of the proper way to don, doff and discard PPE.
- Information on the importance of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

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

REMOVING PERSONAL PROTECTIVE EQUIPMENT

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



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.
- ✓ **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.



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!



ATTACHMENT 2



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. Lynrita Thomas at Lynrita.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.

ATTACHMENT 3

COVID-19 Precautionary Tips

Help safeguard your health and reduce the spread of COVID-19

1. Wash your hands with soap and water for at least 20 seconds
2. If you are feeling ill, immediately notify unit officers.
3. Disinfectant will be sprayed in each cell. Residents are required to wipe down and clean their cells afterward.
4. Wipe down surfaces such as telephones and kiosks before use.
5. Practice social distancing. Stand or walk six (6) feet apart from others and wear your mask.

COVID-19 Sugerencias de Precauciones

Ayudar a salvaguardar su salud y reducir la propagación de COVID-19

1. Lávese las manos con agua y jabón durante al menos 20 segundos.
2. Si usted se siente enfermo, notifique inmediatamente a los oficiales de unidad.
3. El desinfectante se rociará en cada célula. Se requiere que los residentes limpien y limpien sus celdas después.
4. Limpie las superficies como los teléfonos y los quioscos antes de su uso.
5. Practica distanciamiento social. Quérate o camina seis (6) pies de distancia de los demás y ponte la máscara.

A Few Important Reminders about Coronaviruses and Reducing the Risk of Exposure:

- Coronaviruses on surfaces and objects naturally die within hours to days. Warmer temperatures and exposure to sunlight will reduce the time the virus survives on surfaces and objects.
- Normal routine cleaning with soap and water removes germs and dirt from surfaces. It lowers the risk of spreading COVID-19 infection.
- Disinfectants kill germs on surfaces. By killing germs on a surface after cleaning, you can further lower the risk of spreading infection. EPA-approved disinfectants are an important part of reducing the risk of exposure to COVID-19. If disinfectants on this list are in short supply, alternative disinfectants can be used (for example, 1/3 cup of bleach added to 1 gallon of water, or 70% alcohol solutions).
- Store and use disinfectants in a responsible and appropriate manner according to the label. Do not mix bleach or other cleaning and disinfection products together—this can cause fumes that may be very dangerous to breathe in. Keep all disinfectants out of the reach of children.
- Do not overuse or stockpile disinfectants or other supplies. This can result in shortages of appropriate products for others to use in critical situations.
- Always wear gloves appropriate for the chemicals being used when you are cleaning and disinfecting. Additional personal protective equipment (PPE) may be needed based on setting and product.
- Practice social distancing, wear facial coverings, and follow proper prevention hygiene, such as washing your hands frequently and using alcohol-based (at least 60% alcohol) hand sanitizer when soap and water are not available.

Watch for symptoms

People with COVID-19 have had a wide range of symptoms reported – ranging from mild symptoms to severe illness. Symptoms may appear **2-14 days after exposure to the virus**. People with these symptoms or combinations of symptoms may have COVID-19:

- Cough
- Shortness of breath or difficulty breathing

Or at least two of these symptoms:

- Fever
- Chills
- Repeated shaking with chills
- Muscle pain
- Headache
- Sore throat
- New loss of taste or smell

If you have any of these **emergency warning signs** for COVID-19 get **medical attention immediately**:

- Trouble breathing
- Persistent pain or pressure in the chest
- New confusion or inability to arouse
- Bluish lips or face

This list is not all inclusive. Please consult your medical provider for any other symptoms that are severe or concerning to you.

Retrieved from <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>

Quick Guide to COVID 19

In response to so many of your questions about the Coronavirus and COVID 19 pandemic, here are some frequently asked questions and responses from the Center for Disease Control (CDC):

What is a novel coronavirus? A novel coronavirus is a new coronavirus that has not been previously identified. The virus causing coronavirus disease 2019 (COVID-19), is not the same as the coronaviruses that commonly circulate among humans and cause mild illness, like the common cold.

Why is the disease called coronavirus disease 2019, COVID-19? On February 11, 2020 the World Health Organization (WHO) announced an official name for the disease that is causing the 2019 novel coronavirus outbreak, first identified in Wuhan China. The new name of this disease is coronavirus disease 2019, abbreviated as COVID-19. In COVID-19, 'CO' stands for 'corona,' 'VI' for 'virus,' and 'D' for disease. Formerly, this disease was referred to as "2019 novel coronavirus" or "2019-nCoV".

There are many types of human coronaviruses including some that commonly cause mild upper-respiratory tract illnesses. COVID-19 is a new disease, caused by a novel (or new) coronavirus that has not previously been seen in humans. The name of this disease was selected following WHO best practice for naming of new human infectious diseases.

What's the source of the virus? COVID-19 is caused by a coronavirus called SARS-CoV-2. Coronaviruses are a large family of viruses that are common in people and many different species of animals, including camels, cattle, cats, and bats. Rarely, animal coronaviruses can infect people and then spread between people. This occurred with MERS-CoV and SARS-CoV, and now with the virus that causes COVID-19. The SARS-CoV-2 virus is a betacoronavirus, like MERS-CoV and SARS-CoV. All three of these viruses have their origins in bats. The sequences from U.S. patients are similar to the one that China initially posted, suggesting a likely single, recent emergence of this virus from an animal reservoir. However, the exact source of this virus is unknown.

How does the virus spread? The virus that causes COVID-19 is thought to spread mainly from person to person, mainly through respiratory droplets produced when an infected person coughs or sneezes. These droplets can land in the mouths or noses of people who are nearby or possibly be inhaled into the lungs. Spread is more likely when people are in close contact with one another (within about 6 feet).

COVID-19 seems to be spreading easily and sustainably in the community ("community spread") in many affected geographic areas. Community spread means people have been infected with the virus in an area, including some who are not sure how or where they became infected.

Why are we seeing a rise in cases? The number of cases of COVID-19 being reported in the United States is rising due to increased laboratory testing and reporting across the country. The growing number of cases in part reflects the rapid spread of COVID-19 as many U.S. states and territories experience community spread. More detailed and accurate data will allow us to better understand and track the size and scope of the outbreak and strengthen prevention and response efforts.

Can someone who has had COVID-19 spread illness to others? The virus that causes COVID-19 is spreading from person-to-person. People are thought to be most contagious when they are symptomatic (the sickest). That is why CDC recommends that these patients be isolated either in the hospital or at home (depending on how sick they are) until they are better and no longer pose a risk of infecting others. More recently the virus has also been detected in asymptomatic persons.

How long someone is actively sick can vary so the decision on when to release someone from isolation is made using a test-based or non-test-based strategy (i.e. time since illness started and time since recovery) in consultation with state and local public health officials. The decision involves considering the specifics of each

situation, including disease severity, illness signs and symptoms, and the results of laboratory testing for that patient. Someone who has been released from isolation is not considered to pose a risk of infection to others.

Can someone who has been quarantined for COVID-19 spread the illness to others? Quarantine means separating a person or group of people who have been exposed to a contagious disease but have not developed illness (symptoms) from others who have not been exposed, in order to prevent the possible spread of that disease. Quarantine is usually established for the incubation period of the communicable disease, which is the span of time during which people have developed illness after exposure. For COVID-19, the period of quarantine is 14 days from the last date of exposure because the incubation period for this virus is 2 to 14 days. Someone who has been released from COVID-19 quarantine is not considered a risk for spreading the virus to others because they have not developed illness during the incubation period.

Can I get sick with COVID-19 if it's on food? Based on information about this novel coronavirus thus far, it seems unlikely that COVID-19 can be transmitted through food – additional investigation is needed.

Will warm weather stop the outbreak of COVID-19? It is not yet known whether weather and temperature affect the spread of COVID-19. Some other viruses, like those that cause the common cold and flu, spread more during cold weather months but that does not mean it is impossible to become sick with these viruses during other months. There is much more to learn about the transmissibility, severity, and other features associated with COVID-19 and investigations are ongoing.

What are the symptoms and complications that COVID-19 can cause? Current symptoms reported for patients with COVID-19 have included mild to severe respiratory illness with fever¹, cough, and difficulty breathing.

If I recovered from COVID-19, will I be immune to it? CDC and partners are investigating to determine if you can get sick with COVID-19 more than once. At this time, we are not sure if you can become re-infected. Until we know more, continue to take steps to protect yourself and others.

Who is at higher risk for serious illness from COVID-19? COVID-19 is a new disease and there is limited information regarding risk factors for severe disease. Based on currently available information and clinical expertise, **older adults** and **people of any age who have serious underlying medical conditions** might be at higher risk for severe illness from COVID-19. Based on what we know now, those at high-risk for severe illness from COVID-19 are:

- People aged 65 years and older
- People who live in a nursing home or long-term care facility

People of all ages with underlying medical conditions, particularly if not well controlled, including:

- People with chronic lung disease or moderate to severe asthma
- People who have serious heart conditions
- People who are immunocompromised
- People with severe obesity (body mass index [BMI] ≥ 40)
- People with diabetes
- People with chronic kidney disease undergoing dialysis
- People with liver disease

What kind of testing is being used to diagnose if I have COVID-19? There are actually many tests being used to diagnose COVID-19 that the U.S. Food & Drug Administration (FDA) has authorized for use during the current emergency. All of these diagnostic tests identify the virus in samples from the respiratory system, such as from nasal or nasopharyngeal swabs.

CDC Guidelines on How to Protect Yourself and Others

Know how it spreads



There is currently no vaccine to prevent coronavirus disease 2019 (COVID-19).

The best way to prevent illness is to avoid being exposed to this virus.

The virus is thought to spread mainly from person-to-person:

- Between people who are in close contact with one another (within about 6 feet).
- Through respiratory droplets produced when an infected person coughs, sneezes or talks.
- These droplets can land in the mouths or noses of people who are nearby or possibly be inhaled into the lungs.
- Some recent studies have suggested that COVID-19 may be spread by people who are not showing symptoms.

Clean your hands often



- Wash your hands often with soap and water for at least 20 seconds especially after you have been in a public place, or after blowing your nose, coughing, or sneezing.
- If soap and water are not readily available, use a hand sanitizer that contains at least 60% alcohol. Cover all surfaces of your hands and rub them together until they feel dry.
- Avoid touching your eyes, nose, and mouth with unwashed hands.

Avoid close contact



- Avoid close contact with people who are sick.
- Put distance between yourself and other people, at least 6 feet when possible (social distancing)
- Remember that some people without symptoms may be able to spread virus.

Cover your mouth and nose with a cloth face cover when around others



- You could spread COVID-19 to others even if you do not feel sick.
- Everyone should wear a cloth face cover when they have to go out in public (cloth face coverings should not be placed on anyone who has trouble breathing, or is unconscious, incapacitated or otherwise unable to remove the mask without assistance).
- The cloth face cover is meant to protect other people in case you are infected.
- Do NOT use a facemask meant for a healthcare worker.
- Continue to keep about 6 feet between yourself and others. The cloth face cover is not a substitute for **social distancing**.

Cover coughs and sneezes



- If you are in a private setting and do not have on your cloth face covering, remember to always cover your mouth and nose with a tissue when you cough or sneeze or use the inside of your elbow.
- Throw used tissues in the trash.
- Immediately wash your hands with soap and water for at least 20 seconds. If soap and water are not readily available, clean your hands with a hand sanitizer that contains at least 60% alcohol.

Clean and disinfect



- Clean AND disinfect frequently touched surfaces daily. This includes tables, doorknobs, light switches, countertops, handles, desks, phones, keyboards, toilets, faucets, and sinks.
- If surfaces are dirty, clean them. Use detergent or soap and water prior to disinfection.

[From the CDC's Interim Guidance on Management of COVID-19 in Correctional and Detention Facilities](#)

Definitions:

Medical Isolation—Medical isolation refers to confining a confirmed or suspected COVID-19 case (ideally to a single cell with solid walls and a solid door that closes), to prevent contact with others and to reduce the risk of transmission. Medical isolation ends when the individual meets pre-established clinical and/or testing criteria for release from isolation, in consultation with clinical providers and public health officials. In this context, isolation does NOT refer to punitive isolation for behavioral infractions within the custodial setting.

Quarantine—Quarantine refers to the practice of confining individuals who have had close contact with a COVID-19 case to determine whether they develop symptoms of the disease. Quarantine for COVID-19 should last for a period of 14 days. Ideally, each quarantined individual would be quarantined in a single cell with solid walls and a solid door that closes. If symptoms develop during the 14-day period, the individual should be placed under medical isolation and evaluated for COVID-19. If symptoms do not develop, movement restrictions can be lifted, and the individual can return to their previous residency status within the facility.

Social Distancing—Social distancing is the practice of increasing the space between individuals and decreasing the frequency of contact to reduce the risk of spreading a disease (ideally to maintain at least 6 feet between all individuals, even those who are asymptomatic). Social distancing strategies can be applied on an individual level (e.g., avoiding physical contact), a group level (e.g., canceling group activities where individuals will be in close contact), and an operational level (e.g., rearranging chairs in the dining hall to increase distance between them). Although social distancing is challenging to practice in correctional and detention environments, it is a cornerstone of reducing transmission of respiratory diseases such as COVID-19.

Verbal Screening & Temperature Check Protocols for Incarcerated/Detained Persons, Staff, & Visitors

CDC guidance recommends verbal screening and temperature checks for incarcerated/detained persons, staff, volunteers, and visitors who enter correctional and detention facilities, as well as incarcerated/detained persons who are transferred to another facility or released from custody. Below, verbal screening questions for COVID-19 symptoms and contact with known cases, and a safe temperature check procedure are detailed.

✓ **Verbal screening for symptoms of COVID-19 and contact with COVID-19 cases should include the following questions:**

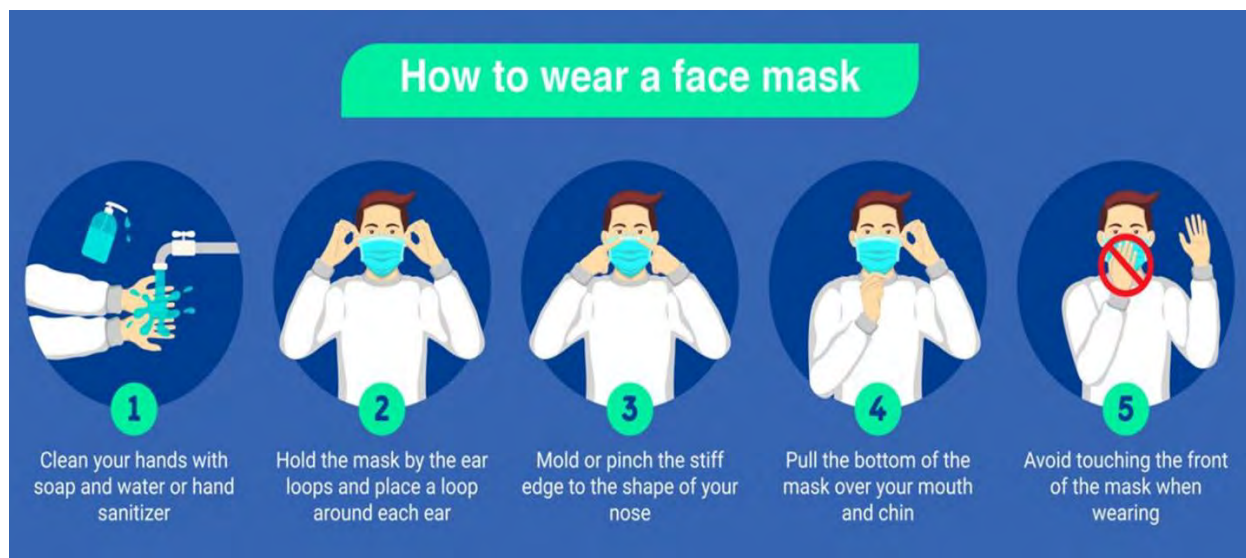
1. *Today or in the past 24 hours, have you had any of the following symptoms? Fever, felt feverish, or had chills? Cough? Difficulty breathing?*
2. *In the past 14 days, have you had contact with a person known to be infected with the novel coronavirus (COVID-19)?*

✓ **The following is a protocol for medical providers to safely check an individual's temperature:**

- Perform hand hygiene
- Put on a face mask, eye protection (goggles or disposable face shield that fully covers the front and sides of the face), gown/coveralls, and a single pair of disposable gloves
- Check individual's temperature
- If performing a temperature check on multiple individuals, ensure that a clean pair of gloves is used for each individual and that the thermometer has been thoroughly cleaned in between each check. If disposable or non-contact thermometers are used and the screener did not have physical contact with an individual, gloves do not need to be changed before the next check. If non-contact thermometers are used, they should be cleaned routinely as recommended by CDC for infection control.
- Remove and discard PPE and perform hand hygiene

Properly Donning, Doffing, and Disposing of PPE

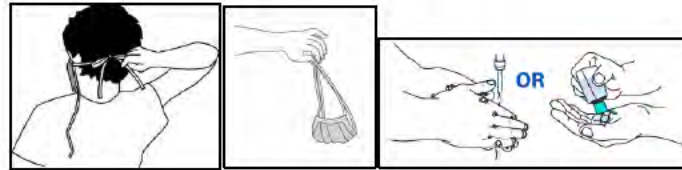
Personal Protection Equipment (PPE) is a front-line defense against the spread of viruses. Here's how to use it:



When putting on gloves, wash your hands, pull gloves on, placing over the cuffs of your shirt or medical gown if applicable. The CDC recommends removing gloves if they become torn, damaged, or soiled. Perform hand hygiene before putting on new gloves. To remove gloves:



To remove a mask, untie the bottom then the top ties, or if the mask has elastic bands, remove the mask by grasping the elastic loops (not the cloth or paper of the mask), remove from face, and discard. Avoid touching the front of the mask as you discard. Wash your hands when you're done!



Disposal of used PPE

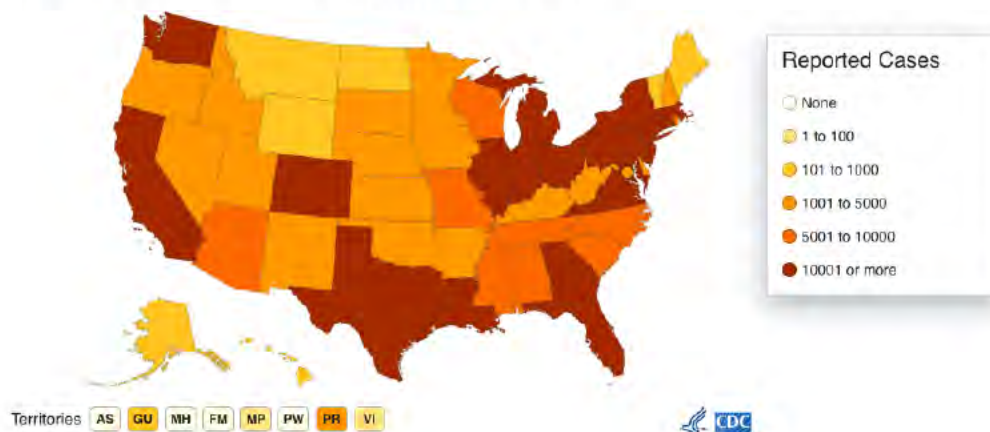
Once you have properly doffed your PPE, proper disposal of all used PPE is very important. At identified locations within the CDF and CTF, waste cans will be placed to receive used PPE items.



Number of COVID-19 Cases in the U.S., by State or Territory^{2,3}

As of April 23, 2020

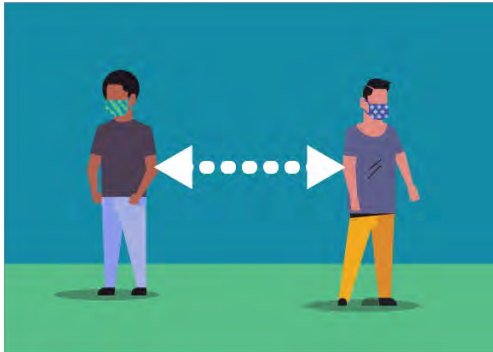
This map shows confirmed and probable COVID-19 cases reported by U.S. states, U.S. territories, and the District of Columbia. Each [state's health department](#) reports how much the virus has spread in their community.



References: <https://www.cdc.gov/>

Social Distancing Keep Your Distance to Slow the Spread

Limiting face-to-face contact with others is the best way to reduce the spread of coronavirus disease 2019 (COVID-19).



What is social distancing?

Social distancing, also called “physical distancing,” means keeping space between yourself and other people outside of your home. To practice social or physical distancing:

- Stay at least 6 feet (about 2 arms’ length) from other people
- Do not gather in groups
- Stay out of crowded places and avoid mass gatherings

In addition to everyday steps to prevent COVID-19, keeping space between you and others is one of the best tools we have to avoid being exposed to this virus and slowing its spread locally and across the country and world. Since people can spread the virus before they know they are sick, it is important to stay away from others when possible, even if you—or they—have no symptoms. Social distancing is especially important for people who are at higher risk for severe illness from COVID-19.

Being incarcerated can present challenges with practicing social distancing to prevent the spread of COVID-19. In addition to limiting close contact with others as much as possible, wearing personal protective equipment (PPE) such as a mask is an important safeguard.

Why practice social distancing?

COVID-19 spreads mainly among people who are in close contact (within about 6 feet) for a prolonged period. Spread happens when an infected person coughs, sneezes, or talks, and droplets from their mouth or nose are launched into the air and land in the mouths or noses of people nearby. The droplets can also be inhaled into the lungs. Recent studies indicate that people who are infected but do not have symptoms likely also play a role in the spread of COVID-19. It may be possible that a person can get COVID-19 by touching a surface or object that has the virus on it and then touching their own mouth, nose, or eyes. However, this is not thought to be the main way the virus spreads. COVID-19 can live for hours or days on a surface, depending on factors such as sunlight, humidity, and the type of surface. Social distancing helps limit opportunities to come in contact with contaminated surfaces and infected people outside the home. This is why washing your hands and cleaning/disinfecting surfaces is vital to stop the spread.

Although the risk of severe illness may be different for everyone, anyone can get and spread COVID-19. Everyone has a role to play in slowing the spread and protecting themselves, their family, and their

Stay connected while staying away. It is very important to stay in touch with friends and family. They are under social distancing guidelines as well and are very likely feeling disconnected and anxious, just like you. Call, write, and stay connected with your support team. Everyone reacts differently to stressful situations and having to socially distance yourself from loved ones can be difficult for all.

Retrieved from <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/social-distancing.html>

EXHIBIT I

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

EDWARD BANKS, *et al.*,

Plaintiffs,

v.

QUINCY BOOTH, *et al.*,

Defendants.

Civil Action No. 20-00849 (CKK)

DECLARATION OF CAMILE WILLIAMS

Pursuant to 28 U.S.C. § 1746, I, Camile Williams, declare and state as follows:

1. I am over the age of eighteen (18) years, competent to testify to the matters contained in this declaration, and testify based on my personal knowledge acquired in the course of my official duties, including my own first-hand observations. I previously submitted a declaration in this matter [21-1].

2. I am the Deputy Director of Programs and Case Management with the District of Columbia Department of Corrections (DOC). In this role, I am responsible for the overall oversight and management of the Programs and Case Management division. I have worked for DOC since August of 2018. Before that I worked for VMT Long Term Care Management, Inc.

3. I provide this declaration to inform the Court of DOC's efforts to facilitate access to legal calls in the wake of the COVID-19 pandemic.

4. DOC case managers have been arranging approximately 200 emergency attorney calls per week. Previously, to allow residents to have attorney phone calls in a secure environment while attempting to enforce social distancing, residents were permitted to use the telephones in case managers' offices. Case managers would escort the resident into an office and dial the

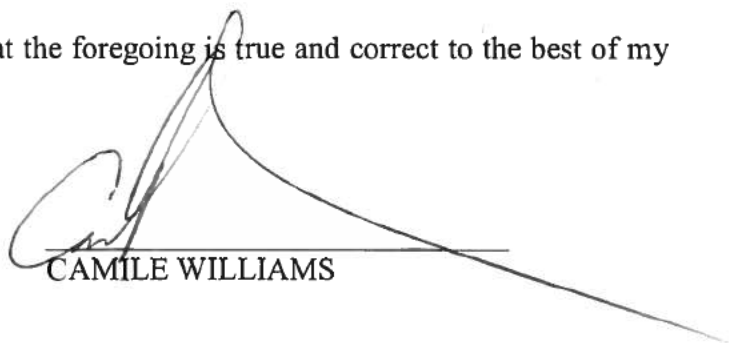
attorney's number to ensure the phone would only be used to speak with the attorney. For security reasons, the case manager would have to remain in or near the office during the call to avoid them from making other calls or gaining possession of objects that may jeopardize the safety of others.

5. To facilitate unmonitored attorney-client communication, DOC has obtained 50 cell phones and 10 wired headsets with long cords. Case managers will use these cell phones to facilitate secure, unmonitored attorney calls. For each call, the case manager will dial the attorney's number and will be able to carry the phone far enough away from the resident to ensure that the call cannot be monitored. The case manager will wipe each headset with disinfectant in between uses. DOC has placed an order for 50 wireless headsets and expect them to arrive in early June 2020.

6. DOC cannot provide individual cell phones to each resident. This would raise significant security concerns as residents could use the phones for illicit activity, such as witness tampering. With more than 1,300 residents in our facilities, this would also impose a tremendous financial cost, even if DOC and its telecommunications service providers' infrastructure could be appropriately enlarged and adapted.

I declare under the penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed on May 26, 2020



CAMILE WILLIAMS

EXHIBIT J

**IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CRIMINAL DIVISION**

UNITED STATES OF AMERICA,	)	
v.	)	2019 CF1 010956
EDWARD BANKS	)	Judge McKenna
	)	Sentencing: June 26, 2020

**RESPONSE OF DISTRICT OF COLUMBIA DEPARTMENT OF CORRECTIONS
TO DEFENDANT’S MOTION FOR RELEASE FROM DETENTION BASED
ON COVID-19 PANDEMIC AND REQUEST FOR VACATUR OF RELIEF ORDERED**

INTRODUCTION

Defendant has once again moved for emergency release from the District of Columbia Department of Corrections (DOC) based on the COVID-19 pandemic. *See* May 18, 2020 Motion for Release from Detention Based on COVID-19 Pandemic (Motion). DOC takes no position on this request, but the Superior Court’s consideration of these motions has routinely resulted in the Court awarding criminal defendants “remedial relief” against DOC.

The Court should decline to do so here, for jurisdictional, prudential, and factual reasons. First, a criminal court generally lacks jurisdiction to enjoin operations at correctional facilities. Second, Defendant is the named plaintiff in a putative class action brought under 42 U.S.C. § 1983 challenging the conditions of confinement at DOC under both the Fifth Amendment and Sixth Amendment of the Constitution. Finally, the representations to the Court that Defendant’s motion advances about his conditions of confinement are demonstrably false in light of documentary evidence to the contrary. Rather than awarding further remedial relief, the Court should vacate the remedial relief it awarded Defendant on April 17, 2020, requiring his ongoing housing in a single cell.

BACKGROUND

On February 24, 2020, Defendant pled guilty to involuntary manslaughter. Since pleading guilty, he has repeatedly sought release from the District of Columbia Department of Corrections (DOC) because of the COVID-19 pandemic. DOC took no position on Defendant's request for release in any of his earlier motions, nor does it do so now. The Court denied each of his requests, though it ordered remedial relief on April 17, 2020, requiring DOC to house Defendant in a cell without a cellmate. The Court declined to set an end date to this remedial relief.

Defendant is also the named plaintiff in *Banks, et al., v. Booth, et al.*, 20-cv-00849 (CKK) (D.D.C.). He claims violations of his Fifth Amendment rights (Claim I), violation of his Eighth Amendment rights (Claim II), and although it does not specifically allege a Sixth Amendment violation, among the relief Defendant seeks is "unmonitored, confidential legal calls and video visits with counsel to reduce the need for defense teams to enter into the facility and meet with clients in dangerously close quarters[.]" *Banks* Compl. [ECF 1] at 36, ¶ 18. On April 19, 2020, Defendant secured emergency injunctive relief entitling him and the putative class to, among other relief, "consistent and reliable access to legal calls, personal telephone call, daily showers, and clean clothing and clean linens [while] on isolation status." April 19, 2020 Temporary Restraining Order (TRO) [ECF 48] at 2. The Court also ordered DOC to provide to Defendant "proper cleaning supplies that have been sanitized regularly" and to establish a schedule to maintain cleaning of common areas and cells. *Id.* The Court continues to monitor DOC's compliance with the TRO; on May 11, 2020, court appointed *amici* provided an update on the current state of DOC conditions.

ARGUMENT

I. Jurisdictional and Prudential Considerations Weigh Against Ordering Additional Remedial Injunctive Relief in Defendant's Criminal Case.

A. In General, This Court Lacks Jurisdiction Over Jail Administration.

Defendant's criminal prosecution is not a civil suit where he has standing to seek injunctive relief from DOC for his conditions of confinement. *See Preiser v. Rodriguez*, 411 U.S. 475, 499 (1973) ("A [42 U.S.C.] § 1983 action is a proper remedy for a statement prisoner who is making a constitutional challenge to the conditions of his prison life"). And the day-to-day operations of correctional facilities are typically not the province of the judiciary. "[C]ourts are ill equipped to deal with the increasingly urgent problems of prison administration" and it would "not be wise for [courts] to second-guess the expert administrators on matters on which they are better informed." *Bell v. Wolfish*, 441 U.S. 520, 531 (1979) (quoting *Procunier v. Martinez*, 416 U.S. 396, 405 (1974) and quoting *Wolfish v. Levi*, 573 F.2d 118, 124 (2d Cir. 1978)); *cf. In re Taylor*, --- A.3d. ---, 2020 WL 1809690, at *10 (D.C. April 9, 2020) ("as the Court said in *Bell v. Wolfish*, 'maintaining institutional security and preserving internal order and discipline are essential goals that may require limitation or retraction of the retained constitutional rights of both convicted prisoners and pretrial detainees.'").

With this motion, Defendant does not seek remediation of any particular condition, only release from DOC. *See* Motion at ¶ 15. Given both the broad judicial deference afforded to correctional facilities and the lack of any request for remedial relief, the Court should refrain from ordering additional injunctive relief about Defendant's conditions of confinement, particularly in the midst of a pandemic. *See, e.g., Mays v. Dart*, 2020 WL 1987007, at *3 (N.D. Ill. 2020) (acknowledging that the coronavirus pandemic "further complicates the difficult challenge of managing" a correctional facility).

B. The Subject Matters Where Defendant Asserts DOC Failures Are the Same as His Claims in *Banks v. Booth*.

Defendant is the named plaintiff in the putative class action lawsuit brought under 42 U.S.C. § 1983 and challenging conditions of confinement at DOC during the COVID-19 pandemic. *See Banks, et al., v. Booth, et al.*, 20-cv-00849 (CKK) (D.D.C.).¹ He identifies the same issues in his federal suit as he does here. *See Banks* Compl. [ECF 1] at Count I, Count II, and 36, ¶ 18. And there, Defendant secured emergency injunctive relief entitling him to, among other relief, “consistent and reliable access to legal calls, personal telephone call, daily showers, and clean clothing and clean linens [while] on isolation status.” April 19, 2020 Temporary Restraining Order (TRO) [ECF 48] at 2.

Accordingly, this Court should defer to the United States District Court—which has the benefit of fact-finding by court-appointed *amici*—to resolve any complaints, rather than entertain parallel litigation in the context of his criminal prosecution. *See Handy v. Veilleux & Roth*, 325 F.3d 346, 349-50 (D.C. Cir 2003) (explaining that courts disfavor “parallel litigation[,]” particularly where “the issues arise out of the same transaction); *WMATA v. Ragonese*, 617 F.2d 828, 830 (D.C. Cir. 1980) (“Considerations of comity and orderly administration of justice dictate that two courts of equal authority should not hear the same case simultaneously.”). This Court should deny remedial relief in the context of Defendant’s current motion.

II. The Court Should Not Order Further Remedial Relief Because Defendant’s Representations Are Contradicted by Documentary Evidence and By His Declaration in *Banks v. Booth*.

Even if the Court believes it can grant remedial relief here, it should decline to do so because documentary evidence—including Defendant’s recent declaration in the *Banks* case—

¹ The Public Defender Service represents Defendant in his criminal prosecution and in *Banks*.

believe his representations to the Superior Court. He identifies five areas of concern, and on each, documentary evidence disproves the assertion.

First, Defendant asserts that DOC “has made no attempt to assure that Mr. Banks’ cell is cleaned regularly.” Motion at ¶ 9. But DOC records confirm that Mr. Banks’s cell was cleaned on April 29, 2020; May 1, 2020; May 3, 2020; May 4, 2020; May 5, 2020; May 6, 2020; May 7, 2020; May 8, 2020; May 9, 2020; May 10, 2020; May 11, 2020; May 12, 2020; May 13, 2020; May 16, 2020; May 18, 2020; and May 19, 2020. *See* Ex. 1, SW2 Cell Cleaning Logs (emphasis added for Mr. Banks’s cell). Under any definition, his cell is cleaned regularly.

Next, Defendant charges that DOC failed to maintain him in a single-occupancy cell. *See* Motion at ¶ 9. Here again, DOC records document that Defendant has remained in a single cell—Southwest 2, Cell 22—since March 30, 2020. *See* Ex. 2 (DOC Housing History). No violation of any court order occurred.

Third, Defendant claims an inability to take showers. *See* Motion at ¶ 9. DOC affords each resident in general population units one hour outside of his cell each day, affording the resident an opportunity to shower if he wishes. *See* Ex. 3, May 11, 2020 Transcript of *Banks Amici*. In response to the allegations in Defendant’s motion, DOC pulled agency staff away from other duties and reviewed a sampling of surveillance footage of Defendant’s unit to ensure that he received the allotted time outside of his cell. Tracking reports from the sample reveal that Defendant receives his time outside of his cell. *See* Ex. 4 (Tracking Reports from April 15, 2020; April 19, 2020; May 1, 2020; May 3, 2020; May 5, 2020; May 7, 2020; and May 8, 2020). DOC does not prohibit Defendant from showering. The surveillance video confirms that Defendant chooses not to shower during his time outside of his cell, although he did take an 18-minute shower on April 19, 2020. *Id.*

Fourth, in his Motion, Defendant asserts that he has “no ability to . . . make personal or legal phone calls[.]” Motion at ¶ 9. But Defendant’s call log² demonstrates that since April 13, 2020, he has made 14 phone calls, seven of which appear to have been legal calls because they were to his defense lawyer, Ieshaah Murphy. *See* Ex. 5.³ These are on top of the legal calls coordinated through case management, which occurred on April 3, 2020 at 1:09 p.m.; April 27, 2020, at 4:15 p.m.; April 30, 2020, at 11:28 a.m.; and May 13, 2020, at 3:45 p.m. *See* Ex. 7 (emphasis added to exhibit). And finally, in his declaration in *Banks*, Defendant affirms that his hour of recreation time allows him to “make any personal or legal phone calls.” Ex. 8 at ¶ 6; *see also id.* at ¶ 13 (“when I left my cell to make a phone call during my one hour of recreation”). His representation to the Superior Court that he is unable to make personal or legal phone calls is demonstrably false.

Finally, Defendant asserts that DOC “forced [him] to use the same face mask for multiple days at a time.” Motion at ¶ 9. But this too appears to be an exaggeration. In his *Banks* declaration, Defendant identifies only one instance, almost three weeks ago, where he had to use a face mask that was not new. *See* Ex. 8 at ¶ 13. Although DOC does not track mask distribution to residents, housing units receive a new box of masks each day. And the surveillance footage documented distribution of the masks. *See* Ex. 4 at 5 (May 8, 2020 at 6:35 a.m.). One instance—while regrettable—does not establish the type of municipal custom, policy, or practice that rises to a constitutional violation entitling Defendant to remedial relief. *See City of Oklahoma City v. Tuttle*, 471 U.S. 808, 823-24 (1985).

² The Court can facially connect this document to Defendant because the PIN is his dcde (DOC identification) number.

³ The PDS Phone List identifies (202) 713-7047 as the designated phone number for legal calls between Defendant and Ms. Murphy. *See* Ex. 6 at 3 (emphasis added to exhibit).

This documentary evidence proves that Defendant's representations about his conditions of confinement should be taken with a grain of salt. The only evidence Defendant has provided in his motion are his own statements, which are demonstrably false. No remedial relief is warranted.

III. The Court Should Vacate All Outstanding Individual Injunctive Relief.

This case demonstrates the dangers of granting ongoing injunctive relief to Defendant in the context of his criminal case. Defendant is the named plaintiff in a pending § 1983 class action focused squarely on the constitutionality of his conditions of confinement. This Court should decline Defendant's request to act in an expansive and duplicative way to address issues that are properly before the United States District Court. *See Handy*, 325 F.3d at 349-50. That court is Defendant's chosen forum to present these issues, and that is where it should be resolved. Creating a patch work of relief—some from the United States District Court, some from the Superior Court—could result in DOC ending up with conflicting orders, especially when Defendant's representations to this Court for this motion have been proven untrue. Instead of ordering further relief, the Court should vacate its existing order mandating single-cell confinement, returning control of correctional operations to DOC and allowing Defendant to continue litigating all remaining complaints in *Banks v. Booth*.

CONCLUSION

For these reasons, the Court should refrain from ordering any additional remedial relief to Defendant here and vacate the order of single-cell confinement.

DATE: May 21, 2020.

Respectfully submitted,

KARL A. RACINE
Attorney General for the District of Columbia

/s/ Chad Copeland
CHAD COPELAND [982119]
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CERTIFICATE OF SERVICE

I certify that a true and correct copy of this filing was served via CaseFileXpress on this
May 21, 2020, upon all counsel of record.

/s/ Chad Copeland
CHAD COPELAND [982119]

ATTACHMENT 1



DOC Ex. 1

HOUSING UNIT CELL CLEANING VERIFICATION FORM

DATE: may 19 2020 All Cell Cleaning will occur on the dayshift UNIT: SW2

Inmates shall clean their cells daily. Once the Officer has verified cells as clean, inmates may participate in out-of cell activities.

Cell #	# of face Masks issued (1 or 2)	Time of Cell Cleaning	Officer's Signature	Cell #	# of face Masks issued (1 or 2)	Time of Cell Cleaning	Officer's Signature
1	2	1125	BP	21	1	1140	BP
2	2	1126	BP	22	1	1141	BP
3	2	1127	BP	23	0	empty	BP
4	2	1128	BP	24	1	1142	BP
5	2	1129	BP	25	1	1143	BP
6	2	1130	BP	26	2	1144	BP
7	2	1131	BP	27	1	1145	BP
8	1	1132	BP	28	1	1146	BP
9	1	1133	BP	29	1	1147	BP
10	2	1134	BP	30	2	1148	BP
11	2	1135	BP	31	1	1149	BP
12	0	empty	BP	32	0	empty	BP
13	0	empty	BP	33	0	empty	BP
14	1	1136	BP	34	1	1150	BP
15	2	1137	BP	35	1	1151	BP
16	2	1138	BP	36	1	1152	BP
17	2	1139	BP	37	0	empty	BP
18	0	empty	BP	38	1	1153	BP
19	0	empty	BP	39	2	1154	BP
20	0	empty	BP	40	2	1155	BP

Officer shall sign as verification the inmates were provided with a broom and mop (if needed) and paper towels to achieve a clean cell. Unit Officer will apply disinfectant or peroxide to the paper towels and the inmates will wipe down their cells. Paper towels will immediately be put into a trash bag. All inmates are to receive a new face mask, daily. Put 1 or 2 where indicated to indicate how many inmates in the cell received a new mask. If additional comments are necessary, please use page two; be clear and concise when writing notes. THIS FORM IS TURNED IN BY THE DAYSHIFT BY 2:00 pm DAILY

REVISED 5-12-2020



HOUSING UNIT CELL CLEANING VERIFICATION FORM

DATE: 5/18/2020 All Cell Cleaning will occur on the dayshift UNIT: SW2

Inmates shall clean their cells daily. Once the Officer has verified cells as clean, inmates may participate in out-of-cell activities.

Cell #	Time of Cell Cleaning	Officer's Signature	Cell #	Time of Cell Cleaning	Officer's Signature
1	930	BP	21	126	BP
2	930	BP	22	127	BP
3	110	BP	23	128	BP
4	111	BP	24	129	BP
5	112	BP	25	130	BP
6	113	BP	26	938	BP
7	114	BP	27	131	BP
8	115	BP	28	132	BP
9	116	BP	29	133	BP
10	117	BP	30	134	BP
11	118	BP	31	135	BP
12	119	BP	32	136	BP
13	120	BP	33	137	BP
14	121	BP	34	138	BP
15	122	BP	35	139	BP
16	123	BP	36	140	BP
17	935	BP	37	141	BP
18	124	BP	38	142	BP
19	125	BP	39	143	BP
20	937	BP	40	144	BP

Indicate compliance with a checkmark for each cell. Officer shall sign as verification the inmates were provided with a broom and mop (if needed) and paper towels to achieve a clean cell. Unit Officer will apply disinfectant or peroxide to the paper towels and the inmates will wipe down their cells. Paper towels will immediately be out into a trash bag. If additional comments are necessary, please use page two; be clear and concise when writing notes. THIS FORM IS TURNED IN BY THE DAYSHIFT BY 2:00 pm DAILY

Inmates shall not participate in out of cell activities if cells are not cleaned

SW-2

REVISED 5-12-2020



HOUSING UNIT CELL CLEANING VERIFICATION FORM

DATE: 5/16/20 All Cell Cleaning will occur on the dayshift UNIT: SW-2

Inmates shall clean their cells daily. Once the Officer has verified cells as clean, inmates may participate in out-of-cell activities.

Cell #	Time of Cell Cleaning	Officer's Signature	Cell #	Time of Cell Cleaning	Officer's Signature
1	12:00	SR	21	10:00	SR
2	12:00	SR	22	10:00	SR
3	1:00	SR	23	10:00	SR
4	1:00	SR	24	11:00	SR
5	2:00	SR	25	10:00	SR
6	2:00	SR	26	12:00	SR
7	3:00	SR	27	12:00	SR
8	3:00	SR	28	12:00	SR
9	4:00	SR	29	12:00	SR
10	4:00	SR	30	8:00	SR
11	11:00	SR	31	8:00	SR
12	16:00	SR	32	8:00	SR
13	16:00	SR	33	8:00	SR
14	8:00	SR	34	8:00	SR
15	24:00	SR	35	8:20	SR
16	8:00	SR	36	9:00	SR
17	8:00	SR	37	9:00	SR
18	9:00	SR	38	9:00	SR
19	9:00	SR	39	9:00	SR
20	8:00	SR	40	10:00	SR

Indicate compliance with a checkmark for each cell. Officer shall sign as verification the inmates were provided with a broom and mop (if needed) and paper towels to achieve a clean cell. Unit Officer will apply disinfectant or peroxide to the paper towels and the inmates will wipe down their cells. Paper towels will immediately be out into a trash bag. If additional comments are necessary, please use page two; be clear and concise when writing notes. THIS FORM IS TURNED IN BY THE DAYSHIFT BY 2:00 pm DAILY.

Inmates shall not participate in out of cell activities if cells are not cleaned.

REVISED 5-5-2020



HOUSING UNIT CELL CLEANING VERIFICATION FORM

DATE: may 13 2020 All Cell Cleaning will occur on the dayshift UNIT: SW2

Inmates shall clean their cells daily. Once the Officer has verified cells as clean, inmates may participate in out-of-cell activities.

Cell #	Time of Cell Cleaning	Officer's Signature	Cell #	Time of Cell Cleaning	Officer's Signature
1	1120	BP	21	1248	BP
2	1121	BP	22	1249	BP
3	1230	BP	23	1252	BP
4	1231	BP	24	1254	BP
5	1232	BP	25	1255	BP
6	1233	BP	26	1256	BP
7	1234	BP	27	1257	BP
8	1235	BP	28	1258	BP
9	1236	BP	29	100	BP
10	1237	BP	30	102	BP
11	1238	BP	31	103	BP
12	1239	BP	32	104	BP
13	1240	BP	33	105	BP
14	1241	BP	34	106	BP
15	1242	BP	35	107	BP
16	1243	BP	36	108	BP
17	1244	BP	37	109	BP
18	1245	BP	38	110	BP
19	1246	BP	39	111	BP
20	1247	BP	40	112	BP

Indicate compliance with a checkmark for each cell. Officer shall sign as verification the inmates were provided with a broom and mop (if needed) and paper towels to achieve a clean cell. Unit Officer will apply disinfectant or peroxide to the paper towels and the inmates will wipe down their cells. Paper towels will immediately be out into a trash bag. If additional comments are necessary, please use page two; be clear and concise when writing notes. THIS FORM IS TURNED IN BY THE DAYSHIFT BY 2:00 pm DAILY

REVISED 5-5-2020



HOUSING UNIT CELL CLEANING VERIFICATION FORM

DATE: 5-12-20 All Cell Cleaning will occur on the dayshift UNIT: SW2

Inmates shall clean their cells daily. Once the Officer has verified cells as clean, inmates may participate in out-of-cell activities.

Cell #	Time of Cell Cleaning	Officer's Signature	Cell #	Time of Cell Cleaning	Officer's Signature
1	8:32	<i>[Signature]</i>	21	8:40	<i>[Signature]</i>
2	8:32	<i>[Signature]</i>	22	8:40	<i>[Signature]</i>
3	8:33	<i>[Signature]</i>	23	EMPTY	
4	8:33	<i>[Signature]</i>	24	EMPTY	
5	8:33	<i>[Signature]</i>	25	8:40	<i>[Signature]</i>
6	8:35	<i>[Signature]</i>	26	8:40	<i>[Signature]</i>
7	8:35	<i>[Signature]</i>	27	8:42	<i>[Signature]</i>
8	8:35	<i>[Signature]</i>	28	EMPTY	
9	8:36	<i>[Signature]</i>	29	8:42	<i>[Signature]</i>
10	EMPTY		30	8:42	<i>[Signature]</i>
11	8:36	<i>[Signature]</i>	31	8:43	<i>[Signature]</i>
12	EMPTY		32	EMPTY	
13	EMPTY		33	EMPTY	
14	8:37	<i>[Signature]</i>	34	8:44	<i>[Signature]</i>
15	8:37	<i>[Signature]</i>	35	8:44	<i>[Signature]</i>
16	8:38	<i>[Signature]</i>	36	8:46	<i>[Signature]</i>
17	8:38	<i>[Signature]</i>	37	EMPTY	
18	EMPTY		38	8:50	<i>[Signature]</i>
19	EMPTY		39	8:50	<i>[Signature]</i>
20	8:40	<i>[Signature]</i>	40	8:57	<i>[Signature]</i>

Indicate compliance with a checkmark for each cell. Officer shall sign as verification the inmates were provided with a broom and mop (if needed) and paper towels to achieve a clean cell. Unit Officer will apply disinfectant or peroxide to the paper towels and the inmates will wipe down their cells. Paper towels will immediately be out into a trash bag. If additional comments are necessary, please use page two; be clear and concise when writing notes. THIS FORM IS TURNED IN BY THE DAYSHIFT BY 2:00 pm DAILY

REVISED 5-5-2020



HOUSING UNIT CELL CLEANING VERIFICATION FORM

DATE: 5-11-20 All Cell Cleaning will occur on the dayshift UNIT: SW-2

Inmates shall clean their cells daily. Once the Officer has verified cells as clean, inmates may participate in out-of-cell activities.

Cell #	Time of Cell Cleaning	Officer's Signature	Cell #	Time of Cell Cleaning	Officer's Signature
1	9:35	<i>[Signature]</i>	21	10:01 AM	<i>[Signature]</i>
2	9:35	<i>[Signature]</i>	22	10:03 AM	<i>[Signature]</i>
3	9:36	<i>[Signature]</i>	23	Empty	<i>[Signature]</i>
4	9:36	<i>[Signature]</i>	24	Empty	<i>[Signature]</i>
5	9:36	<i>[Signature]</i>	25	10:05 AM	<i>[Signature]</i>
6	9:38	<i>[Signature]</i>	26	10:07 AM	<i>[Signature]</i>
7	9:38	<i>[Signature]</i>	27	10:09 AM	<i>[Signature]</i>
8	9:39	<i>[Signature]</i>	28	Empty	<i>[Signature]</i>
9	9:40	<i>[Signature]</i>	29	10:11 AM	<i>[Signature]</i>
10	9:41	<i>[Signature]</i>	30	10:13 AM	<i>[Signature]</i>
11	9:43	<i>[Signature]</i>	31	10:15 AM	<i>[Signature]</i>
12		EMPTY	32	10:17 AM	<i>[Signature]</i>
13		EMPTY	33	10:19 AM	<i>[Signature]</i>
14	9:47	<i>[Signature]</i>	34	10:21 AM	<i>[Signature]</i>
15	9:47	<i>[Signature]</i>	35	10:23 AM	<i>[Signature]</i>
16	10:00	<i>[Signature]</i>	36	Empty	<i>[Signature]</i>
17	10:00	<i>[Signature]</i>	37	Empty	<i>[Signature]</i>
18		EMPTY	38	10:25 AM	<i>[Signature]</i>
19		EMPTY	39	10:27 AM	<i>[Signature]</i>
20	10:00	<i>[Signature]</i>	40	10:29 AM	<i>[Signature]</i>

Indicate compliance with a checkmark for each cell. Officer shall sign as verification the inmates were provided with a broom and mop (if needed) and paper towels to achieve a clean cell. Unit Officer will apply disinfectant or peroxide to the paper towels and the inmates will wipe down their cells. Paper towels will immediately be out into a trash bag. If additional comments are necessary, please use page two; be clear and concise when writing notes. THIS FORM IS TURNED IN BY THE DAYSHIFT BY 2:00 pm DAILY

Indicate compliance with a checkmark for each cell. Officer shall sign as verification the inmates were provided with a broom and mop (if needed) and paper towels to achieve a clean cell. Unit Officer will apply disinfectant or peroxide to the paper towels and the inmates will wipe down their cells. Paper towels will immediately be out into a trash bag. If additional comments are necessary, please use page two; be clear and concise when writing notes. THIS FORM IS TURNED IN BY THE DAYSHIFT BY 2:00 pm DAILY

REVISED 5-5-2020



HOUSING UNIT CELL CLEANING VERIFICATION FORM

DATE: may 10 2020 All Cell Cleaning will occur on the dayshift UNIT: SW2

Inmates shall clean their cells daily. Once the Officer has verified cells as clean, inmates may participate in out-of-cell activities.

Cell #	Time of Cell Cleaning	Officer's Signature	Cell #	Time of Cell Cleaning	Officer's Signature
1	820am	BP	21	1240	BP
2	821am	BP	22	1242	BP
3	1220	BP	23	N/A	BP
4	1221	BP	24	N/A	BP
5	1222	BP	25	1243	BP
6	1223	BP	26	1244	BP
7	1224	BP	27	1246	BP
8	1226	BP	28	N/A	BP
9	1227	BP	29	1248	BP
10	N/A	BP	30	1249	BP
11	1228	BP	31	1250	BP
12	N/A	BP	32	N/A	BP
13	N/A	BP	33	N/A	BP
14	1229	BP	34	1251	BP
15	1230	BP	35	1253	BP
16	1231	BP	36	N/A	BP
17	1232	BP	37	N/A	BP
18	N/A	BP	38	1255	BP
19	N/A	BP	39	1256	BP
20	1233	BP	40	1257	BP

Indicate compliance with a checkmark for each cell. Officer shall sign as verification the inmates were provided with a broom and mop (if needed) and paper towels to achieve a clean cell. Unit Officer will apply disinfectant or peroxide to the paper towels and the inmates will wipe down their cells. Paper towels will immediately be out into a trash bag. If additional comments are necessary, please use page two; be clear and concise when writing notes. THIS FORM IS TURNED IN BY THE DAYSHIFT BY 2:00 pm DAILY

Number of inmates provided with broom and mop is out of 20 inmates provided with broom and mop.

REVISED 5-5-2020



HOUSING UNIT CELL CLEANING VERIFICATION FORM

DATE: 5.9.2020 All Cell Cleaning will occur on the dayshift UNIT: SW2

Inmates shall clean their cells daily. Once the Officer has verified cells as clean, inmates may participate in out-of-cell activities.

Cell #	Time of Cell Cleaning	Officer's Signature	Cell #	Time of Cell Cleaning	Officer's Signature
1	8:15AM	K. Thurst	21	8:34AM	K. Thurst
2	8:15AM	K. Thurst	22	8:34AM	K. Thurst
3	8:15AM	K. Thurst	23	8:35AM	K. Thurst
4	8:17AM	K. Thurst	24	8:35AM	K. Thurst
5	8:17AM	K. Thurst	25	8:37AM	K. Thurst
6	8:19AM	K. Thurst	26	8:37AM	K. Thurst
7	8:19AM	K. Thurst	27	8:39AM	K. Thurst
8	8:21AM	K. Thurst	28	8:39AM	K. Thurst
9	8:21AM	K. Thurst	29	8:41AM	K. Thurst
10	8:23AM	K. Thurst	30	8:41AM	K. Thurst
11	8:23AM	K. Thurst	31	8:42AM	K. Thurst
12	8:25AM	K. Thurst	32	8:42AM	K. Thurst
13	8:25AM	K. Thurst	33	8:44AM	K. Thurst
14	8:27AM	K. Thurst	34	8:44AM	K. Thurst
15	8:27AM	K. Thurst	35	8:46AM	K. Thurst
16	8:28AM	K. Thurst	36	8:46AM	K. Thurst
17	8:28AM	K. Thurst	37	8:47AM	K. Thurst
18	8:30AM	K. Thurst	38	8:47AM	K. Thurst
19	8:30AM	K. Thurst	39	8:49AM	K. Thurst
20	8:32AM	K. Thurst	40	8:49AM	K. Thurst

Indicate compliance with a checkmark for each cell. Officer shall sign as verification the inmates were provided with a broom and mop (if needed) and paper towels to achieve a clean cell. Unit Officer will apply disinfectant or peroxide to the paper towels and the inmates will wipe down their cells. Paper towels will immediately be out into a trash bag. If additional comments are necessary, please use page two; be clear and concise when writing notes. THIS FORM IS TURNED IN BY THE DAYSHIFT BY 2:00 pm DAILY

_____ not participate in out of cell activities

REVISED 5-5-2020



HOUSING UNIT CELL CLEANING VERIFICATION FORM

DATE: may 09 2020 All Cell Cleaning will occur on the dayshift UNIT: SW2

Inmates shall clean their cells daily. Once the Officer has verified cells as clean, inmates may participate in out-of-cell activities.

Cell #	Time of Cell Cleaning	Officer's Signature	Cell #	Time of Cell Cleaning	Officer's Signature
1	930am	BP	21	1201pm	BP
2	931am	BP	22	1202pm	BP
3	932am	BP	23	1203pm	BP
4	1005am	BP	24	1204pm	BP
5	1007am	BP	25	1200pm	BP
6	1008am	BP	26	115pm	BP
7	1009am	BP	27	117pm	BP
8	1011am	BP	28	119pm	BP
9	1010am	BP	29	125pm	BP
10	1009am	BP	30	130pm	BP
11	1015am	BP	31	132pm	BP
12	1016am	BP	32	134pm	BP
13	1017am	BP	33	136pm	BP
14	200pm	BP	34	139pm	BP
15	201pm	BP	35	140pm	BP
16	203pm	BP	36	142pm	BP
17	204pm	BP	37	143pm	BP
18	1102pm	BP	38	144pm	BP
19	1100pm	BP	39	145pm	BP
20	1103am	BP	40	147pm	BP

Indicate compliance with a checkmark for each cell. Officer shall sign as verification the inmates were provided with a broom and mop (if needed) and paper towels to achieve a clean cell. Unit Officer will apply disinfectant or peroxide to the paper towels and the inmates will wipe down their cells. Paper towels will immediately be out into a trash bag. If additional comments are necessary, please use page two; be clear and concise when writing notes. **THIS FORM IS TURNED IN BY THE DAYSHIFT BY 2:00 pm DAILY**

Inmates shall not participate in out-of-cell activities until cells are cleaned.

REVISED 5-5-2020



HOUSING UNIT CELL CLEANING VERIFICATION FORM

DATE: 5/7/20 All Cell Cleaning will occur on the dayshift UNIT: SW2

Inmates shall clean their cells daily. Once the Officer has verified cells as clean, inmates may participate in out-of-cell activities.

Cell #	Time of Cell Cleaning	Officer's Signature	Cell #	Time of Cell Cleaning	Officer's Signature
1	9 am	<i>[Signature]</i>	21	7 am	<i>[Signature]</i>
2	930	<i>[Signature]</i>	22	7 am	<i>[Signature]</i>
3	930	<i>[Signature]</i>	23	10 am	<i>[Signature]</i>
4	930	<i>[Signature]</i>	24	10 am	<i>[Signature]</i>
5	9 pm	<i>[Signature]</i>	25	10 am	<i>[Signature]</i>
6	10 am	<i>[Signature]</i>	26	10 am	<i>[Signature]</i>
7	1 pm	<i>[Signature]</i>	27	10 am	<i>[Signature]</i>
8	10 am	<i>[Signature]</i>	28	10 am	<i>[Signature]</i>
9	10 am	<i>[Signature]</i>	29	10 am	<i>[Signature]</i>
10	10 am	<i>[Signature]</i>	30	10 am	<i>[Signature]</i>
11	10 am	<i>[Signature]</i>	31	1315	<i>[Signature]</i>
12	10 am	<i>[Signature]</i>	32	empty cell	<i>[Signature]</i>
13	1035	<i>[Signature]</i>	33	1315	<i>[Signature]</i>
14	1045	<i>[Signature]</i>	34	1315	<i>[Signature]</i>
15	1045	<i>[Signature]</i>	35	1315	<i>[Signature]</i>
16	1045	<i>[Signature]</i>	36	1315	<i>[Signature]</i>
17	1045	<i>[Signature]</i>	37	1315	<i>[Signature]</i>
18	7 am	<i>[Signature]</i>	38	1315	<i>[Signature]</i>
19	7 am	<i>[Signature]</i>	39	1315	<i>[Signature]</i>
20	7 am	<i>[Signature]</i>	40	1315	<i>[Signature]</i>

Indicate compliance with a checkmark for each cell. Officer shall sign as verification the inmates were provided with a broom and mop (if needed) and paper towels to achieve a clean cell. Unit Officer will apply disinfectant or peroxide to the paper towels and the inmates will wipe down their cells. Paper towels will immediately be out into a trash bag. If additional comments are necessary, please use page two; be clear and concise when writing notes. **THIS FORM IS TURNED IN BY THE DAYSHIFT BY 2:00 pm DAILY**

REVISED 5-5-2020



5-6-20

HOUSING UNIT CELL CLEANING VERIFICATION FORM

DATE: 5-05-20 All Cell Cleaning will occur on the dayshift UNIT: SW-2

Inmates shall clean their cells daily. Once the Officer has verified cells as clean, inmates may participate in out-of-cell activities.

Cell #	Time of Cell Cleaning	Officer's Signature	Cell #	Time of Cell Cleaning	Officer's Signature
1	11:20 AM	[Signature]	21	11:30 AM	[Signature]
2	11:20 AM	[Signature]	22	11:30 AM	[Signature]
3	11:20 AM	[Signature]	23	11:30 AM	[Signature]
4	11:20 AM	[Signature]	24	11:30 AM	[Signature]
5	11:20 AM	[Signature]	25	11:30 AM	[Signature]
6	11:20 AM	[Signature]	26	11:30 AM	[Signature]
7	11:20 AM	[Signature]	27	11:30 AM	[Signature]
8	11:20 AM	[Signature]	28	11:30 AM	[Signature]
9	11:22 AM	[Signature]	29	11:30	[Signature]
10	11:22 AM	[Signature]	30	11:34	[Signature]
11	11:22 AM	[Signature]	31	11:34	[Signature]
12	11:22 AM	[Signature]	32	11:34	[Signature]
13	11:22 AM	[Signature]	33	11:35	[Signature]
14	11:28 AM	[Signature]	34	11:35	[Signature]
15	11:28 AM	[Signature]	35	11:36	[Signature]
16	11:28 AM	[Signature]	36	11:36	[Signature]
17	11:28 AM	[Signature]	37	11:36	[Signature]
18	11:29 AM	[Signature]	38	11:36	[Signature]
19	11:29 AM	[Signature]	39	11:38	[Signature]
20	11:29 AM	[Signature]	40	11:38	[Signature]

Indicate compliance with a checkmark for each cell. Officer shall sign as verification the inmates were provided with a broom and mop (if needed) and paper towels to achieve a clean cell. Unit Officer will apply disinfectant or peroxide to the paper towels and the inmates will wipe down their cells. Paper towels will immediately be out into a trash bag. If additional comments are necessary, please use page two; be clear and concise when writing notes. THIS FORM IS TURNED IN BY THE DAYSHIFT BY 2:00 pm DAILY

REVISED 5-5-2020



HOUSING UNIT CELL CLEANING VERIFICATION FORM

DATE: MAY 05 2020 All Cell Cleaning will occur on the dayshift UNIT: 6W2

Inmates shall clean their cells daily. Once the Officer has verified cells as clean, inmates may participate in out-of-cell activities.

Cell #	Time of Cell Cleaning	Officer's Signature	Cell #	Time of Cell Cleaning	Officer's Signature
1	915am	BP	21	200pm	BP
2	1100am	BP	22	211pm	BP
3	930am	BP	23	947am	BP
4	931am	BP	24	800pm	BP
5	934am	BP	25	105pm	BP
6	936am	BP	26	140pm	BP
7	940am	BP	27	200pm	BP
8	942am	BP	28	510pm	BP
9	944am	BP	29	400pm	BP
10	945am	BP	30	204pm	BP
11	605pm	BP	31	405pm	BP
12	940am	BP	32	940am	BP
13	941am	BP	33	945am	BP
14	947am	BP	34	202pm	BP
15	606pm	BP	35	209pm	BP
16	950am	BP	36	201pm	BP
17	952am	BP	37	523pm	BP
18	957am	BP	38	330pm	BP
19	958am	BP	39	332pm	BP
20	959am	BP	40	335pm	BP

Indicate compliance with a checkmark for each cell. Officer shall sign as verification the inmates were provided with a broom and mop (if needed) and paper towels to achieve a clean cell. Unit Officer will apply disinfectant or peroxide to the paper towels and the inmates will wipe down their cells. Paper towels will immediately be out into a trash bag. If additional comments are necessary, please use page two; be clear and concise when writing notes. THIS FORM IS TURNED IN BY THE DAYSHIFT BY 2:00 pm DAILY

REVISED 4-13-2020



HOUSING UNIT CELL CLEANING VERIFICATION FORM

DATE: 5/4/20 THIS IS A 24 HOUR PASS ON FORM UNIT: 56/2

Inmates shall clean their cells daily. Once the Officer has verified cells as clean, inmates may participate in out-of-cell activities.

Cell #	Time of Cell Cleaning	Officer's Signature	Cell #	Time of Cell Cleaning	Officer's Signature
1	10:00AM	[Signature]	21	10:00AM	[Signature]
2	#		22	#	
3			23		
4			24		
5			25		
6			26		
7			27		
8			28		
9			29		
10			30		
11			31		
12			32		
13			33		
14			34		
15			35		
16			36		
17			37		
18			38		
19			39		
20			40		

Indicate compliance with a checkmark for each cell. Officer shall sign as verification the inmates were provided with a broom and mop (if needed) and paper towels to achieve a clean cell. Unit Officer will apply disinfectant or peroxide to the paper towels and the inmates will wipe down their cells. Paper towels will immediately be out into a trash bag. If additional comments are necessary, please use page two; be clear and concise when writing notes. THIS FORM IS TURNED IN BY THE NIGHT (C/D CARD) SHIFT AT 8:00 AM DAILY.

*Inmates shall not participate in out of cell activities if cells are not clean.

REVISED 4-13-2020



HOUSING UNIT CELL CLEANING VERIFICATION FORM

DATE: 5/3/2020 THIS IS A 24 HOUR PASS ON FORM UNIT: SU-2

Inmates shall clean their cells daily. Once the Officer has verified cells as clean, inmates may participate in out-of-cell activities.

Cell #	Time of Cell Cleaning	Officer's Signature	Cell #	Time of Cell Cleaning	Officer's Signature
1			21		
2			22		
3			23		
4			24		
5			25		
6			26		
7			27		
8			28		
9			29		
10			30		
11			31		
12			32		
13			33		
14			34		
15			35		
16			36		
17			37		
18			38		
19			39		
20			40		

Indicate compliance with a checkmark for each cell. Officer shall sign as verification the inmates were provided with a broom and mop (if needed) and paper towels to achieve a clean cell. Unit Officer will apply disinfectant or peroxide to the paper towels and the inmates will wipe down their cells. Paper towels will immediately be out into a trash bag. If additional comments are necessary, please use page two; be clear and concise when writing notes. THIS FORM IS TURNED IN BY THE NIGHT (C/D CARD) SHIFT AT 8:00 AM DAILY

*Inmates shall not participate in out of cell activities if cells are not clean.

REVISED 4-13-2020



HOUSING UNIT CELL CLEANING VERIFICATION FORM

DATE: 20200501 THIS IS A 24 HOUR PASS ON FORM UNIT: SW2

Inmates shall clean their cells daily. Once the Officer has verified cells as clean, inmates may participate in out-of-cell activities.

Cell #	Time of Cell Cleaning	Officer's Signature	Cell #	Time of Cell Cleaning	Officer's Signature
1	10:00pm	<i>[Signature]</i>	21	4:00	<i>[Signature]</i>
2	10:00pm	<i>[Signature]</i>	22	4:00	<i>[Signature]</i>
3	4:00AM	<i>[Signature]</i>	23		
4			24	1000pm	<i>[Signature]</i>
5			25		
6			26		
7			27		
8			28		
9			29		
10			30		
11			31		
12			32		
13			33		
14			34		
15			35		
16			36		
17			37		
18			38		
19			39		
20			40		

Indicate compliance with a checkmark for each cell. Officer shall sign as verification the inmates were provided with a broom and mop (if needed) and paper towels to achieve a clean cell. Unit Officer will apply disinfectant or peroxide to the paper towels and the inmates will wipe down their cells. Paper towels will immediately be out into a trash bag. If additional comments are necessary, please use page two; be clear and concise when writing notes. THIS FORM IS TURNED IN BY THE NIGHT (C/D CARD) SHIFT AT 8:00 AM DAILY

*Inmates shall not participate in out of cell activities if cells are not clean.

REVISED 4-13-2020



HOUSING UNIT CELL CLEANING VERIFICATION FORM

DATE: 4.29.2020 THIS IS A 24 HOUR PASS ON FORM UNIT: 5W 2

Inmates shall clean their cells daily. Once the Officer has verified cells as clean, inmates may participate in out-of-cell activities.

Cell #	Time of Cell Cleaning	Officer's Signature	Cell #	Time of Cell Cleaning	Officer's Signature
1	9:00 a.m.	Dayl L. Barnes	21		
2	9:00 a.m.	Dayl L. Barnes	22	9:35 p.m.	mf
3	9:30 a.m.	Dayl L. Barnes	23	9:35	mf
4	9:30 a.m.	Dayl L. Barnes	24	9:00 a.m.	Dayl L. Barnes
5	9:30 a.m.	Dayl L. Barnes	25	9:36 p.m.	mf
6	9:30 a.m.	Dayl L. Barnes	26	9:36 p.m.	mf
7	10:30 a.m.	Dayl L. Barnes	27	9:36 p.m.	mf
8	10:30 a.m.	Dayl L. Barnes	28	9:38 p.m.	mf
9	10:30 a.m.	Dayl L. Barnes	29	9:40 p.m.	mf
10	10:30 a.m.	Dayl L. Barnes	30	9:41 p.m.	mf
11	11:30 a.m.	Dayl L. Barnes	31	9:42 p.m.	mf
12			32	empty	mf
13			33	Refused 9:48 p.m.	mf
14	11:30 a.m.	Dayl L. Barnes	34	9:45 p.m.	mf
15	11:30 a.m.	Dayl L. Barnes	35	9:46 p.m.	mf
16	12:30 p.m.	Dayl L. Barnes	36	9:49 p.m.	mf
17	12:30 p.m.	Dayl L. Barnes	37	9:50 p.m.	mf
18	12:30 p.m.	Dayl L. Barnes	38	9:56 p.m.	mf
19	1:30 p.m.	Dayl L. Barnes	39	9:59 p.m.	mf
20	1:30 p.m.	Dayl L. Barnes	40	Refused	mf

Indicate compliance with a checkmark for each cell. Officer shall sign as verification the inmates were provided with a broom and mop (if needed) and paper towels to achieve a clean cell. Unit Officer will apply disinfectant or peroxide to the paper towels and the inmates will wipe down their cells. Paper towels will immediately be out into a trash bag. If additional comments are necessary, please use page two; be clear and concise when writing notes. THIS FORM IS TURNED IN BY THE NIGHT (C/D CARD) SHIFT AT 8:00 AM DAILY

*Inmates shall not participate in out of cell activities if cells are not clean.

SOUTH WEST 2 CELL 22

August 25, 2019 to May 20, 2020

12:16:55 pm

[illegible]

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

DOC Ex. 3

* * * * *)
 EDWARD BANKS, et al.,) Civil Action
) No. 20-CV-00849
 Plaintiffs,)
)
 vs.)
)
 QUINCY L. BOOTH, et al.,) Washington, DC
) May 11, 2020
 Defendants.) 2:00 p.m.
)
 * * * * *)

TRANSCRIPT OF TELEPHONE CONFERENCE
 BEFORE THE HONORABLE COLLEEN KOLLAR-KOTELLY,
 UNITED STATES DISTRICT JUDGE

APPEARANCES:

FOR THE PLAINTIFFS: ARTHUR B. SPITZER
 (Appearing SCOTT MICHELMAN, ESQ.
 Telephonically) AMERICAN CIVIL LIBERTIES UNION OF
 THE DISTRICT OF COLUMBIA
 915 15th Street, Northwest
 Second Floor
 Washington, DC 20005

STEVEN D. MARCUS, ESQ.
 JENNA MARIE COBB, ESQ.
 JONATHAN ANDERSON, ESQ.
 PUBLIC DEFENDER SERVICE FOR THE
 DISTRICT OF COLUMBIA
 633 Indiana Avenue, Northwest
 Washington, DC 20004

1 MR. JORDAN: That's correct. Thank you.

2 Question No. 1: At the jail, most inmates are
3 housed in quarantine units presently. In contrast, at CTF
4 most inmates are housed on non-quarantine housing units.

5 Access to healthcare at the jail and the CTF must
6 be understood in the context of the current operating
7 environment. On non-quarantine housing units, just like on
8 quarantine, and isolation housing units, DOC has adopted a
9 policy of confining inmates in their cells for 23 hours per
10 day and releasing them for one hour per day. There are
11 significant deviations in implementation of the policy,
12 which I will discuss in a minute.

13 Unlike quarantine housing units and isolation
14 housing units, medical staff do not routinely monitor
15 inmates on non-quarantine housing units; and those inmates
16 on non-quarantine housing units do not have daily
17 interactions with medical staff unless they are taking daily
18 medications.

19 On non-quarantine housing units, the primary
20 method by which inmates are able to access medical care is
21 through the submission of a sick-call request form.
22 Sick-call request forms are maintained by housing unit
23 correctional staff, and inmates must request a form from an
24 officer.

25 This lack of unimpeded access to forms is an

DOC Ex. 4

April 15, 2020

On April 15, 2020 @ 9:08pm inmate Edward Banks left his cell went to sally port area and returned back to cell at 9:12pm.

April 19, 2020

04:36 am – Cell door is opened

04:39 am – Inmate out of cell to Upper right TV room

04:49 am – Inmate exits unit

04:58 am – Inmate returns to unit and goes back in cell door closed

08:17 am – Inmate exits cell goes to shower then goes to cell# 37 on lower left tier talking

08:21 am – From lower left tier to upper right tier then to gym

08:22 am – Exits gym to lower left tier

08:22 am – Lower left tier to the #2 gate then to the upper Left tier overlook

08:24 am – Inmate exits upper left tier to get water for another cell on the upper left tier

08:25 am – Inmate in gym playing hand ball

08:45 am - Inmate exits gym to lower left tier

08:48 am – Exits lower left tier to common area floor

08:50 am – Inmate is now in shower

09:08 am – Inmate is now out of the shower

09:17 am – Inmate is now on phone in common area

09:22 am – Inmate reenters cell and door is closed

03:57 pm – Inmate is given a face mask by the housing unit officer

09:44 pm – Inmate is let out of cell and goes to lower right tier

09:47 pm – Inmate goes into sally port through #3 gate

09:49 pm – Inmate is now back in cell door is closed

May 1, 2020

*3:53am exit cell

*3:54am interacted w/other inmates by the bubble area

*3:56am entered cell

*8:56am interacted w/medical team (temp. reading)

*11:06am received food tray

*11:28am food tray was collected

*11:57am interacted with medical team

*2:02pm interacted w/case manager at cell door

May 3, 2020

750 PM INMATE EDWARD BANKS CAME OUT CELL22

752 PM BACK IN CELL 22

753 PM IN CELL 22 DOORWAY

754 PM WALKING DOWN LOWER LT TIER GRAB SOMETHING FROM ANOTHER CELL35 TOOK BACK TO HIS CELL 22

757PM IN CELL 22 DOORWAY RAN BACK DOWN TIER GRAB SOMETHING FROM ANOTHER INMATE AND GAVE IT TO ANOTHER CELL ACROSS FROM IT

758PM IN CELL22 DOORWAY

759PM BACK IN CELL22

833PM BACK OUT CELL 22 GAVE SOMETHING TO ANOTHER CELL WENT BACK INTO CELL 22

834 ON ONE KNEE TALKING TO INMATE THREW SLOT

835PM LOWER LT TIER SITTING AT TABLE

836PM TOOK PAPERS FROM ANOTHER INMATE THREW SLOT

839 BACK ON LOWER LT TIER

843PM BACK IN BUBBLE AREA

843 ON TOP LEFT TIER GOT PAPER WORK FROM CELL

845 LOWER LT TIER

845 SITTING ON PAYPHONE BENCH

846PM PICK UP FACILITY PAY PHONE PUSHING DIAL BUTTONS

853PM IN GYM AREA TALKING TO ANOTHER INMATE IN DOORWAY 853PM BACK IN BUBBLE AREA

854 BACK ON LOWER LT TIER-BACK IN BUBBLE AREA –LOWER RIGHT TIER PASSING ITEM TO INMATE
THREW SLOT

855PM BACK IN BUBBLE AREA

856 GYM AREA

857 BACK IN BUBBLE AREA

857PM BACK ON LOWER LT TIER BACK INTO CELL 22

858PM BACK OUT CELL BACK INTO BUBBLE AREA

902 LOWER LEFT TIER

905PM UPPER LT TIER

907PM BACK IN CELL 22 –BACK ON UPPER LEFT TIER

911PM UPPER LT TIER

912 PM BUBBLE AREA

914PM BUBBLE AREA DRINKING WATER OUT FOUNTAIN-WENT TO UPPER RIGHT TIER

916 UPPER RIGHT TIER

May 5, 2020

750 PM INMATE EDWARD BANKS CAME OUT CELL 22

752 PM BACK IN CELL 22

753 PM IN CELL 22 DOORWAY

754 PM WALKING DOWN LOWER LT TIER GRAB SOMETHING FROM ANOTHER CELL 35 TOOK BACK TO HIS
CELL 22

757PM IN CELL 22 DOORWAY RAN BACK DOWN TIER GRAB SOMETHING FROM ANOTHER INMATE AND
GAVE IT TO ANOTHER CELL ACROSS FROM IT

758PM IN CELL22 DOORWAY

759PM BACK IN CELL22

833PM BACK OUT CELL 22 GAVE SOMETHING TO ANOTHER CELL WENT BACK INTO CELL 22

834 ON ONE KNEE TALKING TO INMATE THREW SLOT

835PM LOWER LT TIER SITTING AT TABLE

836PM TOOK PAPERS FROM ANOTHER INMATE THREW SLOT

839 BACK ON LOWER LT TIER

843PM BACK IN BUBBLE AREA

843 ON TOP LEFT TIER GOT PAPER WORK FROM CELL

845 LOWER LT TIER

845 SITTING ON PAYPHONE BENCH

846PM PICK UP FACILITY PAY PHONE PUSHING DIAL BUTTONS

853PM IN GYM AREA TALKING TO ANOTHER INMATE IN DOORWAY 853PM BACK IN BUBBLE AREA

854 BACK ON LOWER LT TIER-BACK IN BUBBLE AREA –LOWER RIGHT TIER PASSING ITEM TO INMATE THREW SLOT

855PM BACK IN BUBBLE AREA

856 GYM AREA

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907PM BACK IN CELL 22 –BACK ON UPPER LEFT TIER

911PM UPPER LT TIER

912 PM BUBBLE AREA

914PM BUBBLE AREA DRINKING WATER OUT FOUNTAIN-WENT TO UPPER RIGHT TIER

916 UPPER RIGHT TIER

May 7, 2020

DATE: 5/7/20	
TIME OF ACTIVITY	DESCRIPTION OF ACTIVITY
1200hrs	Inmate is already out of the cell at this time
1201hrs	Inmate returns to cell
0407hrs	Inmate exits cell Inmate throws away food Inmate goes to the sally port
0410hrs	Inmate returns to cell
1941hrs	Inmate exits cell Inmate gets mask from the bubble Inmate congregates on the Lower Left Tier, Lower Right Tier, and Upper Left Tier
2002hrs	Inmate returns to cell

May 8, 2020

3:44 AM - Inmate Banks is observed coming out of his cell
3:47 AM - Inmate Banks is observed going to the upper Left tier to the TV room
3:57 AM-Inmate Banks is observed leaving the TV room and goes to the lower left tier
4:13 AM -Inmate Banks is observed going to the upper Left tier to the TV room
4:40 AM- Inmate Banks is observed leaving the TV room
4:40 AM- Inmate Banks is observed entering to the shower on the lower-left tier
4:41 AM-Inmate Banks is observed leaving the shower on the lower-left tier
4:42 AM - Inmate Banks is observed going to the gym
4:50 AM- Inmate Banks is observed leaving the Gym
4:51 AM- Inmate Banks is observed going to the upper Left tier to the TV room
5:27 AM - Inmate Banks is observed leaving the Upper Left tierTV room
5:37 AM- Inmate Banks is observed going to the upper Left tier to the TV room
6:07 AM - Inmate Banks is observed leaving the Upper Left tier TV room
6:08 AM- Inmate Banks is observed renting back to his cell
6:35 am - An inmate is observed passing out face mask to every cell on the lower-left tier
1236PM- Medical is observed at Inmate Banks



Detail Report

5/19/2020 6:21:01 PM

First Name:

Last Name:

Start Date: 4/13/2020

End Date: 5/19/2020

Inmate Phone:

Dialed No.:

PIN: 277509

PIN Active Only: No

Min Dur: 0

Max Dur: 0

Call Type:

Completion Status: Complete

Stop Code:

Return HOT calls only: No

Return PRIVATE only: No

Call Band:

Sort Order: None

Report Date: 5/19/2020 6:21:01 PM

Run By: lander20

Site(s): Washington DC-CDF/DC Jail (2
0921)

#	DIALED NO.	PIN	MISC ID	DATE	TIME	DUR.	RESULT	PHONE	CALL TYPE	ENERGY	RCF
1				4/14/2020	13:54	00:45	CP-Hungup	SW2 - 1	Free		
2				4/16/2020	22:48	07:40	Inmate Hungup	SW2 - 5	Free		
3				4/17/2020	17:20	10:10	Inmate Hungup	SW2 - 10	Free		
4				4/19/2020	12:18	02:33	Inmate Hungup	SW2 - 6	Free		
5				4/22/2020	12:50	01:15	Inmate Hungup	SW-9	Free		
6				4/22/2020	12:11	19:42	CP-Hungup	SW2 - 5	Free		
7				4/24/2020	17:16	01:51	Inmate Hungup	SW-9	Free		
8				4/26/2020	11:20	05:00	Time Up	SW2 - 5	Free		
9				4/26/2020	09:55	04:33	Inmate Hungup	SW2 - 10	Free		
10				4/30/2020	12:56	10:54	Inmate Hungup	SW2 - 11	Free		
11				4/30/2020	12:24	08:46	Inmate Hungup	SW2 - 13	Debit		
12				5/3/2020	20:45	04:09	Inmate Hungup	SW-9	Free		
13				5/5/2020	13:29	09:04	CP-Hungup	SW2 - 5	Free	08:23	
14				5/10/2020	10:44	02:22	Inmate Hungup	SW2 - 1	Free		
14						01:28:44					

PHONE LIST FOR DOC STAFF

DOC Ex. 6

ATTORNEY	NUMBER	CLIENTS	DCDC

Ieshaah Murphy	(202) 713-7047	Edward Banks	277509	

[illegible]

DOC Ex. 7

Offender Management System for Windows Version 7.8.1, You are logged into: ALL JAIL FACILITIES as WIL142

File Maintenance Batch Processing Accounting Inmate Inventory Xmodules Medical Offlog Reports Individual Reports ZHelp

Alerts: KS [REDACTED] SCROLL FOR MORE >>>

Name: BANKS, EDWARD MICHAEL Section: SOUTH WEST Block: 2

Admt: Cell: 22 Bed: A Location: 12

Birth: Sex: Race: Release: Type: SS#: Booking#: DCDC#: Booked Date: Classification:

Phone Number Called	Received/Made	Date/Time Called	Made To/Received From	Contact Success
(202)-824-2453	M	10/18/2019	EDWARD BANKS-ATTORNEY	N
(202)-713-7047	M	04/03/2020	Ieshaah Murphy-Attorney	Y
(202)-713-7047	M	04/27/2020	IESHAAH MURPHY-ATTORNEY	Y
(202)-713-7047	M	04/30/2020	ATTORNEY-AUSTIN TERRENCE	Y

Phone Number Called Received/Made Date/Time Called Made To/Received From Contact Success

(202)-824-2453 M 10/18/2019 EDWARD BANKS-ATTORNEY N

(202)-713-7047 M 04/03/2020 Ieshaah Murphy-Attorney Y

(202)-713-7047 M 04/27/2020 IESHAAH MURPHY-ATTORNEY Y

(202)-713-7047 M 04/30/2020 ATTORNEY-AUSTIN TERRENCE Y

Print Search Nextg Abort

Bond
Btch Prprty
Charges
Classify
Clothing
Cmmsry Hist
Ctgrty Lmt
Detainers
Drugs
Education
Employment
Grievances
Housing
ID#'s
Incidents
Mail Log
Medical
Med Visits
Miscnducts
Physical
Phone Log
Property

[illegible]

DOC Ex. 8

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

EDWARD BANKS, *et al.*,

Plaintiffs-Petitioners,

v.

No. 1:20-cv-00849

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

Defendants-Respondents.

DECLARATION OF EDWARD BANKS

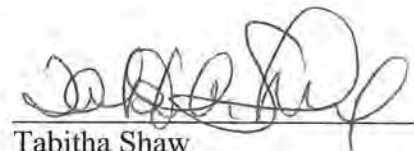
1. My name is Edward Banks. I am 48 years old. I am currently incarcerated at the Central Detention Facility in Washington, D.C., in the Southwest 2 unit. I am offering the information detailed herein based on my own personal knowledge.
2. I have been at the jail since August 2019.
3. [REDACTED]
4. Since April 22, 2020, I have been in my cell 24 hours a day on most days of the week. My unit has been allowing one hour of recreation for everyone every three to four days.
5. For example, this week, I received one hour of recreation on May 10, 2020. I have not had another day of recreation this week yet.
6. During my one hour of recreation every three to four days, I am expected to shower and make any personal or legal phone calls.
7. The hot water in my cell was not functioning properly for about a month. I noticed that the hot water was dripping from the faucet instead of flowing normally on April 11th. I notified several corrections officers about this issue.
8. A corrections officer attempted to fix the hot water on April 27th. The hot water worked for a couple of hours and then stopped working again. I again notified multiple corrections officers about this issue. I was told that there is a backlog and the jail was understaffed.
9. A maintenance person finally fixed my hot water today.

10. On May 5, 2020, there was an individual on my unit who tested positive for COVID-19.
11. A few days prior to testing positive, this individual had been given a test because he complained of symptoms.
12. While awaiting the results of his COVID-19 test, this individual remained on the unit like everyone else and I saw this individual participate in recreation.
13. I have not been receiving a new face mask everyday. For example, on April 30, 2020, I had to use a face mask that I'd had for at least two days when I left my cell to make a phone call during my one hour of recreation.
14. The jail is not cleaning our cells or providing us with disinfectant everyday.
15. I am scared and worried about contracting COVID-19. I do not think DOC is taking actions to protect me.

I, Tabitha Shaw, certify that I have read the foregoing to Edward Banks and that he affirmed the foregoing is true and correct on May 13, 2020.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on May 13, 2020.

A handwritten signature in black ink, appearing to read 'Tabitha Shaw', is written over a horizontal line.

Tabitha Shaw
Public Defender Service for the District of Columbia
633 Indiana Avenue, NW
Washington, D.C. 20004

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

EDWARD BANKS, *et al.*,

Plaintiffs,

v.

QUINCY BOOTH, *et al.*,

Defendants.

Civil Action No. 20-0849 (CKK)

ORDER

Upon consideration of plaintiffs' amended motion for a preliminary injunction (Motion), defendants' opposition, the United States' opposition, and the entire record, it is this _____ day of _____, 2020, ORDERED that:

The Motion is DENIED.

THE HONORABLE COLLEEN KOLLAR-KOTELLY
Judge, United States District Court
for the District of Columbia