

Chairman Phil Mendelson  
at the request of the Mayor

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A BILL

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IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

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To approve, on an emergency basis, Contract No. CW103879 with SAMU Foundation d/b/a SAMU First Response to manage migrant service intake centers and temporary lodging sites for the Department of Human Services, and to authorize payment for the goods and services received and to be received under the contract.

BE IT ENACTED BY THE COUNCIL OF THE DISTRICT OF COLUMBIA,

That this act may be cited as the "Contract No. CW103879 with SAMU Foundation d/b/a SAMU First Response Approval and Payment Authorization Emergency Act of 2023".

Sec. 2. Pursuant to Section 451 of the District of Columbia Home Rule Act, approved December 24, 1973 (87 Stat. 803; D.C. Official Code § 1-204.51), and notwithstanding the requirements of Section 202 of the Procurement Practices Reform Act of 2010, effective April 8, 2011 (D.C. Law 18-371; D.C. Official Code § 2-352.02), or any other provision of law, the Council approves Contract No. CW103879 with SAMU Foundation d/b/a SAMU First Response to manage migrant service intake centers and temporary lodging sites for the Department of Human Services, and authorizes payment in the not-to-exceed amount of \$2,964,514.56 for the goods and services received and to be received from March 6, 2023 through September 30, 2023.

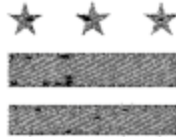
Sec. 3. Fiscal impact statement.

35           The Council adopts the fiscal impact statement provided by the Chief Financial  
36 Officer as the fiscal impact statement required by Section 4a of the General Legislative  
37 Procedures Act of 1975, approved October 16, 2006 (120 Stat. 2038; D.C. Official Code  
38 § 1-301.47a).

39           Sec. 4. Effective date.

40           This act shall take effect following approval by the Mayor (or in the event of veto  
41 by the Mayor, action by the Council to override the veto), and shall remain in effect for  
42 no longer than 90 days, as provided for emergency acts of the Council of the District of  
43 Columbia in Section 412(a) of the District of Columbia Home Rule Act, approved  
44 December 24, 1973 (87 Stat. 788; D.C. Official Code § 1-204.12(a)).

**GOVERNMENT OF THE DISTRICT OF COLUMBIA**  
**Office of Contracting and Procurement**



Pursuant to section 202(c-1) of the Procurement Practices Reform Act of 2010, as amended, D.C. Official Code § 2-352.02(c-1), the following contract summary is provided:

**COUNCIL CONTRACT SUMMARY**

(Retroactive)

- (A) **Contract Number:** CW103879
- Proposed Contractor:** SAMU Foundation dba SAMU First Response (SAMU)
- Contract Amount:** Not-to-Exceed (NTE) \$2,964,514.56
- Unit and Method of Compensation:** Fixed Unit Rate with Cost Reimbursement Component
- Term of Contract:** March 6, 2023 through September 30, 2023  
Base Period
- Type of Contract:** Firm-Fixed Price Contract based upon Fixed Monthly Rate with a Fixed-Unit Requirements and Cost Reimbursement Component
- Source Selection Method:** Sole Source

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

**Base Period Amount:** NTE \$2,964,514.56

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

The contract with SAMU is to provide the following services: manage the overall operations of the migrant services welcome centers where initial intake and basic needs are provided; manage the overall operations of the migrant services respite site(s) where short term lodging services are provided; manage the overall operations of the migrant services temporary lodging site(s).

Specifically, these services include basic/initial needs assessment; case management services, pre-screening, distribution of information to assist with short term planning and onward travel, access to

healthcare and trauma informed care language services, provision of meals, provision of appropriate sleeping accommodations, security, cleaning and care of site(s), access to education for school-aged children, and local and regional transportation assistance.

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

In January 2023, the Office of Contracting and Procurement (OCP) on behalf of the Department of Human Services (DHS), Office of Migrant Services (OMS) solicited an emergency quote from SAMU to provide emergency migrant services. The provider was selected based on their experience with providing humanitarian support; welcome and respite center services in response to the migrant emergency in the District and surrounding area; and its ability to ramp up operational support expeditiously in response to the rapid influx of migrants arriving into the District.

The contracting officer determined the price to be fair and reasonable and the provider has successfully provided the same services for neighboring local government jurisdictions throughout the emergency. As a result, SAMU was wrongfully awarded contract CW103879, under Act B24-0991 "Migrant Services and Supports Temporary Act of 2022", Section 105-Contracting. Section 105-Contracting expired on December 29, 2022.

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

No protests were received.

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

SAMU, founded in 1981, provides a comprehensive system of humanitarian services to vulnerable populations in response to national and international crises. SAMU has adequate financial resources to perform the required services and the ability to obtain those resources. The provider has a history of providing similar services for national emergencies. In addition, SAMU has provided similar services in response to the migrant emergency in the District and surrounding area since early 2022.

**(G) The period of performance associated with the proposed change, including date as of which the proposed change is to be made effective:**

Period of performance: March 6, 2023 through September 30, 2023.



- (H) The value of any work or services performed pursuant to a proposed change for which the Council has not provided approval, disaggregated by each proposed change if more than one proposed change has been aggregated for Council review:**

Contract base period: NTE \$2,964,514.56

- (I) The aggregate dollar value of the proposed changes as compared with the amount of the contract as awarded:**

Not applicable

- (J) The date on which the contracting officer was notified of the proposed change:**

The contracting officer was notified on August 1, 2023, that the section of the Act under which the contract was authorized, expired on December 29, 2022. Section 105-Contracting, was not extended through August 3, 2023 along with the rest of the provisions within the Migrant Services and Support Temporary Act, B24-0991.

- (K) The reason why the proposed change was sent to Council for approval after it is intended to take effect:**

The contract was erroneously awarded under the Migrant Services and Supports Temporary Act of 2022, B24-0991 Section 105-Contracting; under which the contracting authority did not require prior Council approval.

- (L) The reason for the proposed change:**

The District had an immediate and critical need to provide a comprehensive system of services for the unpredictable and rapid influx of displaced migrants entering the District. The contract was needed to ensure that rapid, high quality, dignified services were provided for the arriving migrants to meet their needs while they are either temporarily in District receiving support to transition to other parts of the nation; or resettling in the District.

The contracted services were needed in tandem with the execution of the migrant service facility lease. This ensured immediate service provision and coverage for the new migrant services welcome, respite, and temporary lodging site.

The contract would have been prepared for Council approval before authorizing services over one million dollars, however, it was erroneously authorized under the Migrant Services and Supports Temporary Act of 2022, under which the contracting authority did not require prior Council approval. The signatory later learned that Section 105 – Contracting under the Act expired on December 29, 2022. This section was not extended through August 3, 2023 along with the other provisions in the Act.

- (M) The legal, regulatory, or contractual authority for the proposed change:**

Migrant Services and Supports Temporary Act of 2022, B24-0991 Section 105-Contracting. However, Section 105-Contracting expired on December 29, 2022.

- (N) A summary of the subcontracting plan required under section 2346 of the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, as amended, D.C. Official Code § 2-218.01 *et seq.* (“Act”), including a certification that the subcontracting plan meets the minimum requirements of the Act and the dollar volume of the portion of the contract to be subcontracted, expressed both in total dollars and as a percentage of the total contract amount:**

The contract was erroneously awarded under the Migrant Services and Supports Temporary Act of 2022, B24-0991 Section 105-Contracting; under which the contracting authority did not require subcontracting requirements.

- (O) Performance standards and the expected outcome of the proposed contract:**

The District expects SAMU to provide a comprehensive system of services to migrants arriving in the District of Columbia, in accordance with the terms of the contract. In Section F.4 of the contract, the District outlines the required deliverables that the contractor is responsible for providing. The goal of the contract is to ensure that high quality, dignified services are being provided to arriving migrants to meet their needs while they are transitioning or resettling in the District.

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

\$2,964,514.56 NTE for the base period of performance from March 6, 2023 through September 30, 2023.

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

The Associate Chief Financial Officer certified that the funds are available in the budget.

- (R) A certification that the contract is legally sufficient, including whether the proposed contractor has any pending legal claims against the District:**

The proposed contract has been reviewed for legal sufficiency by the Office of the Attorney General and has been determined to be legally sufficient.

The proposed contractor does not currently have any pending legal claims against the District.

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

The Citywide Clean Hands database indicates that the contractor is current with its District taxes, as of August 8, 2023.

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

Based on information contained in the Bidder Offeror certification form dated January 25, 2023, SAMU has certified that it is current with its federal taxes.

- (U) The status of the proposed contractor as a certified local, small, or disadvantaged business enterprise as defined in the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, as amended, D.C. Official Code § 2-218.01 *et seq.*:**

SAMU is a not-for-profit organization and is not qualified to participate in the District's CBE certification program.

- (V) Other aspects of the proposed contract that the Chief Procurement Officer considers significant:**

None.

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

Based on searches of the District Office of Contracting and Procurement (OCP) excluded parties list, System for Award Management (SAM) database conducted on August 6, 2023 SAMU is not debarred or suspended from Federal or District procurements.

- (X) Any determination and findings issued relating to the contract's formation, including any determination and findings made under D.C. Official Code § 2-352.05 (privatization contracts):**

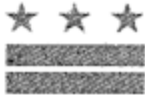
The determination and finding for use of emergency contract dated March 13, 2023.

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

The Office of Contracting and Procurement website, [www.ocp.dc.gov](http://www.ocp.dc.gov).

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

N/A



Date of Notice: August 8, 2023

Notice Number: L0009887155

SAMU FOUNDATION  
2001 L ST NW STE 500  
WASHINGTON DC 20036-4955

FEIN: \*\*-\*\*\*8808  
Case ID: 1594354



**CERTIFICATE OF CLEAN HANDS**

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

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

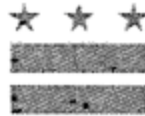
Authorized By Melinda Jenkins

Branch Chief, Collection and Enforcement Administration

To validate this certificate, please visit [MyTax.DC.gov](http://MyTax.DC.gov). On the MyTax DC homepage, click the "Validate a Certificate of Clean Hands" hyperlink under the Clean Hands section.



GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF HUMAN SERVICES



Office of the Agency Fiscal Office

**MEMORANDUM**

**TO:** Nancy Hapeman  
Interim Chief Procurement Officer  
Office of Contracting and Procurement

**THRU:** Delicia V. Moore *S. Robinson*  
*for* Associate Chief Financial Officer  
Human Support Services Cluster

**FROM:** Hayden Bernard *Hayden A. Bernard*  
Agency Fiscal Officer  
Department of Human Services

**DATE** August 9, 2023

**SUBJECT:** Certification of Funding Availability for SAMU Foundation – dba SAMU First Response # CW103879

The Office of the Chief Financial Officer hereby certifies that the sum of \$2,964,514.56 is included in the District's Local Contingency Budget and Financial Plan for Fiscal Year 2023 to fund the costs associated with the Department of Human Services Contract with SAMU Foundation for first response for Migrant Services. This certification supports SAMU Foundation first response during the period from 03/06/23 – 09/30/23. The fund allocation is as follows:

**Vendor: SAMU Foundation – dba SAMU First Response**

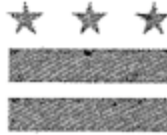
**Contract #: CW103879**

**Fiscal Year 2023 Funding: 03/06/23 – 09/30/23**

Agency	DIFS Fund	DIFS Cost Center	DIFS Program	DIFS Account	Amount
JA0	1010138	70498	700346	7141002	\$2,964,514.56
<b>FY 2023 Contract Total:</b>					<b>\$2,964,514.56</b>

Should you have any questions, please contact me at (202) 671-4240.

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
Office of the Attorney General



ATTORNEY GENERAL  
BRIAN L. SCHWALB

Commercial Division

**MEMORANDUM**

**TO:** Tommy Wells  
Director  
Office of Policy and Legislative Affairs

**FROM:** Robert Schildkraut  
Section Chief  
Government Contracts Section

**DATE:** August 29, 2023

**SUBJECT:** Provider: SAMU Foundation  
Contract No.: CW103879  
Total Not-To-Exceed Amount: Base Term: \$2,964,514.56



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This is to Certify that this Office has reviewed the above-referenced Contract and that we have found it to be legally sufficient subject to the proviso that the process by which the Contract was entered into violated the requirements of DC Code § 2-352.02. (Criteria for Council review of multiyear contracts and contracts in excess of \$1 million). If you have any questions in this regard, please do not hesitate to call me at 724-4018.

*Robert Schildkraut*

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Robert Schildkraut

SOLICITATION, OFFER, AND AWARD			1. Caption Emergency Migrant Service			Page of Pages 1   31	
2. EMERGENCY Contract Number CW103879		3. Solicitation Number Emergency		4. Type of Solicitation Sealed <input type="checkbox"/> Bid (IFB) Sealed <input type="checkbox"/> Proposals (RFP) <input type="checkbox"/> Sole Source <input checked="" type="checkbox"/> Emergency		5. Date Issued/Effective 3/6/2023	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open Market with Set-Aside CBE Designated Category
7. Issued By: Marketa Nicholson Office of Contracting and Procurement 441 - 4 <sup>th</sup> Street, NW, Suite 330 South Washington, DC 20001				8. Address Emergency Contract to: SAMU Foundation (dba SAMU First Response) 2001 L St NW, Suite 500 Washington, DC 20036			
NOTE: In sealed proposal solicitations "offer" or "offeror" means "bid" or "bidder"							
<b>SOLICITATION</b>							
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will via <u>electronic format via Ariba E-Sourcing</u> local time _____ (Hour) _____ (Date)							
CAUTION: Late submission, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in solicitation.							
10. For Information Contact	A. Name Marketa Nicholson		B. Telephone (Area Code)(Number) 202 834-9403			C. E-mail Address Marketa.nicholson@dc.gov	
11. Table of Contents							
(X)	Section	Description	Page No.	(X)	Section	Description	Page No.
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	27-30
X	B	Supplies or Services and Price/Cost	2-5	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	Specifications/Work Statement	6-18	X	J	List of Attachments	31
X	D	Packaging and Marking	19	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	Inspection and Acceptance	19			Representations, certification and other statements of offerors	
X	F	Period of Performance/Deliverables	20-22	X	K	Instructions, conditions & notices to offerors	
X	G	Contract Administration Data	23-25	X	L		
X	H	Special Contract Requirements	26	X			
<b>OFFER (Must be fully completed by offeror)</b>							
12. In conjunction with the above, the undersigned agrees, if this offer is accepted within <u>120</u> calendar days from the receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.							
13. Discount for Prompt Payment		10 Calendar days %	20 Calendar days %	30 Calendar days %	Calendar days %		
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):		Amendment Number	Date	Amendment Number	Date		
15A. Name and Address of Contractor SAMU Foundation (dba SAMU First Response) 2001 L St NW, Suite 500 Washington, DC 20036		16. Name and Title of Person Authorized to Sign Offer/Contract Andrea Gallegos-Montilla Acting Managing Director					
15B. Telephone (Area Code) (Number) (Ext) 202 733-7613		15. <input type="checkbox"/> C. Check if remittance address is different from above - Refer to section G		17. Signature <i>Andrea Gallegos</i>		18. Award Date March 13, 2023	
<b>AWARD (TO BE COMPLETED BY GOVERNMENT)</b>							
19. Accepted as to Items Numbered		20. Amount NTE <b>\$2,964,514.56</b>		21. Accounting and Appropriation			
22. Name of contracting Officer (Type or Print) Marketa Nicholson		23. Signature of Contracting Officer (district of Columbia) <i>Marketa Nicholson</i>			24. Award Date March 13, 2023		
				Office of Contracting & Procurement			

## SECTION B: SCHEDULE EMERGENCY PROCUREMENT

### B.1 PURPOSE

The Government of the District of Columbia, Office of Contracting and Procurement (OCP), on behalf of The Department of Human Services (DHS), hereafter referred to as the "District", in response to the Migrant Emergency, is contracted through this Emergency Contract with a Qualified Provider to provide emergency services for migrant families. These migrants are displaced and recently bused to the District of Columbia after detainment at the Texas-Mexico and Arizona-Mexico borders as specified in section C.5.

### B.2 CONTRACT TYPE

This is a Firm Fixed Price contract with a cost reimbursement component Emergency Contract pursuant to Migrant Services and Supports Temporary Act B24-0991 for (one) 7-month base period with the option for (one) 12-month option period.

### B.3 PRICE SCHEDULE

#### B.3.1 Base Period: March 6, 2023 through September 30, 2023

Table 1: Firm Fixed Price

Contract Line-Item Numbers (CLIN)	Service Description	Months	FFP Service Rate	Total FFP
0001	Ramp Up Cost	1	\$15,900.00	\$15,900.00
0002	Manage the overall operation at the Welcome Center to ensure all the services outlined under Section C.5.1 of the SOW are provided to the migrants	7	\$49,445.88	\$346,121.16
0003	Manage the overall operation at the Respite Center to ensure all the services outlined under Section C.5.2 of the SOW are provided to the migrants	5	\$394,408.08	\$1,972,040.40
<b>TOTAL FFP</b>				<b>\$2,334,061.56</b>

**Table 2. Cost Reimbursement Component**

<b>CLIN</b>	<b>Description</b>	<b>Cost Reimbursement Ceiling</b>
0004	Security (Welcome Center)	NTE \$221,053.00
0005	Reimbursable*	NTE \$300,000.00
0006	Migrant Emergency Administrative Support	NTE \$50,000.00
<b>TOTAL COST REIMBURSABLE</b>		<b>\$601,053.00</b>

**Table 3. Requirements Firm Fixed Price – Migrant Meal Provision**

<b>CLIN #</b>	<b>Description</b>	<b>Range of People</b>	<b>Firm Fixed Price Not-To-Exceed</b>
0007	Migrant Meal Provision	1-100	\$700.00
0007A	Migrant Meal Provision	101-200	\$1,400.00
0007B	Migrant Meal Provision	201-300	\$2,100.00
0007C	Migrant Meal Provision	301-400	\$2,800.00
0007D	Migrant Meal Provision	401-500	\$3,500.00
0007E	Migrant Meal Provision	501-600	\$4,200.00
<b>Total Firm Fixed Price (Meal Provision)</b>			<b>NTE \$29,400.00</b>

<b>Base Period Not-to-Exceed Amount</b>	<b>\$2,964,514.56</b>
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\*\*\* END OF SECTION B \*\*\*

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## SECTION C: STATEMENT OF WORK

### Emergency Services for Migrant Families

#### C.1 SCOPE

This is a contract with a qualified service provider to directly provide or provide through sub-contractor the following services as necessary and in agreement with the Agency for a Welcome Center (Intake/basic needs); Respite (single travel respite); and Temporary Lodging established by the DHS Office of Migrant Services (OMS) for migrant families and individuals arriving in the District of Columbia. Specifically, these services include but are not limited to Basic/Initial needs assessment; case management pre-screening, distribution of information to assist with short term planning and onward travel, access to healthcare and trauma informed care language services, provision of food, provision of appropriate sleeping arrangements, access to education for school-aged children, and local and regional transportation assistance. The goal of this contact is to ensure that high quality, dignified services are being provided to arriving migrants to meet their needs while they are transitioning or resettling in the District. All service providers will follow best practices in their service delivery field to meet or exceed the best possible standards of care and service.

#### C.2 APPLICABLE DOCUMENTS

The following documents are applicable to this procurement and are hereby incorporated by this reference:

Item #	Document Type	Title	Date
001	Mayor's Order 2022-139	Declaration of Public Emergency – Establishment of Office of Migrants Services; Implementation of Migrant Services and Supports <a href="https://www.dcregs.dc.gov/common/NoticeDetail.aspx?noticeId=N127226">https://www.dcregs.dc.gov/common/NoticeDetail.aspx?noticeId=N127226</a>	09/08/2022
002	Temporary Act B24-0991	Migrant Services and Supports Temporary Act of 2022 B24-0991-Enrollment1.pdf (dccouncil.gov)	12/21/2022
003	District Contractor and Subcontractor COVID-19 Reporting	Notification to District contractors and subcontractors	07/15/2020
004	City Administrator's Order 2022-7	Updated mask requirements in District's buildings <u>FINAL</u> CAO 2022-7 (Updated mask requirements in District buildings) 08.18.22_KDSigned.pdf (dc.gov)	08/19/2022

### C.3 DEFINITIONS

C.3.1 **Migrant:** Recent arrivals to the District of Columbia who have recently experienced an encounter with the U.S. Department of Homeland Security (DHS) as described in Emergency Food & Shelter Program Humanitarian Relief 2022 Guidance and whose eligibility for services through the Office of Migrant Services (OMS) is determined at the point of intake based on criteria set by OMS leadership.

### C.4 BACKGROUND

Since April 2022, an estimated several thousand migrants, released from federal custody near the Texas-Mexico and Arizona-Mexico borders, have been bused to the District of Columbia by the Texas and Arizona governors protesting the Biden administration's plans to end current federal law established to quickly arrest and deport people after crossing the U.S.-Mexico border. These migrant populations are not immediately eligible for public assistance or homeless services administered by the District Government. However, to address this complicated and growing situation, District leadership has moved to create a new Office of Migrant Services (OMS) to be housed within the Department of Human Services (DHS).

The mission of the Government of the District of Columbia's Department of Human Services (DHS) is to empower every District resident to reach their full potential by providing meaningful connections to work opportunities, economic assistance, and supportive services. Within DHS, the new Office of Migrant Services will provide a range of temporary services to migrants who are arriving from regions outside of Washington, DC, so they have the tools they need to stay safe, healthy, and to plan for the next stage of their journey be it within the region or external to it.

### C.5 CONTRACTOR REQUIREMENTS

C.5.1 **The Welcome Center** may accommodate upwards of 300 people at a centrally located facility (ideally at or near the primary point of entry of the migrants into Washington, DC). The Welcome Center will provide very short-term space (<24 hours) for migrants prepare for the next stage in their journey either to a resource within the District (Respite Center, Temporary accommodation), outside of the District but in the region to a partner County and/or organization, or outside of the region to a location determined by the migrant. The contractor for the Welcome and Service Center shall serve multiple functions and will provide services relating to intake, assessment, short- and medium-term planning, security, and others as necessary to ensure incoming migrants receive the assistance, they need to be successful on their journey. Through this solicitation, DHS will select Provider(s) to operate a Welcome Center and Service center that is large enough to meet the needs of the clients and advance the mission of Office of Migrant Service. It is understood that the Contractor may be operating some aspects of the facility in agreement with the United Way of the National Capital Area (United Way NCA) while the District is assuming primary responsibility for the provision of the facility including utilities, and rent. The Provider will provide the following services, with the contracting party identified:

- Intake/registration (United Way NCA)
- Basic/Initial needs assessment (United Way NCA)
- Travel support (United Way NCA)

- Urgent service referrals (United Way NCA)
- General migrant information services (United Way NCA)
- Case management pre-screening (United Way NCA)
- Food and snacks (United Way NCA)
- Computer terminals to access free Internet access (District)
- Infant child nutrition (United Way NCA)
- Facility Management including Janitorial and security (District)
- Daily reporting as required by the agency (United Way NCA and District)

C.5.2 **The Respite Center** may accommodate upwards of 600 people at a facility. The Respite Center will provide a space for short term lodging and services for migrants preparing for the next stage in their journey either to a resource within the District (Temporary Accommodation Center), outside of the District but in the region to a partner County and/or organization, or outside of the region to a location determined by the migrant. Migrants will be able to remain in the Respite Center for up to 5 days. The contractor for the Respite Center shall serve multiple functions and will provide services relating to intake, assessment, short- and medium-term planning, security, and others as necessary to ensure incoming migrants receive the assistance they need to be successful on their journey.

Through this solicitation, DHS will select Provider(s) to operate a Respite Center that is large enough to meet the needs of the clients and advance the mission of Office of Migrant Services. It is understood that the Contractor may be operating some aspects of the facility in agreement with the United Way NCA while the District is assuming primary responsibility for the provision of the facility including utilities and rent. The Provider will provide the following services, with the contracting party identified:

- Congregate and non-congregate dormitory (United Way NCA)
- Bed and room assignment (United Way NCA)
- Room cleaning and turn over (District)
- 24-hour staffing (United Way NCA)
- 24-hour security (District)
- Basic essential commodities for sanitation and personal hygiene (United Way NCA)
- Food and snacks (United Way NCA)
- Onward travel support (United Way NCA)
- Computer terminals to access free Internet access (District)
- Infant child nutrition (United Way NCA)
- Daily reporting as required by the agency (United Way NCA and District)

C.5.3 **Temporary Lodging** may accommodate upwards of 600 people at a facility. Temporary Lodging will provide a space for short term lodging and services for migrants preparing for the next stage in their journey through family reunification, resettlement, or long-term referral assistance inside or outside of the District. Migrants will be able to remain in Temporary Lodging for up to 30 days of arrival with extensions evaluated on a case-by-case basis. The contractor for Temporary Lodging shall serve multiple functions and will provide services relating to case management, short- and medium-term planning, security, and others as necessary to ensure migrants receive the assistance, they need to be successful as they plan for their next steps.



Through this solicitation, DHS will select Provider(s) to operate a Temporary Lodging that is large enough to meet the needs of the clients and advance the mission of Office of Migrant Services. The Contracting Party for all Temporary Lodging services is the Office of Migrant Services. The Provider will provide the following services:

- Bed and room assignment
- Room cleaning and turn over
- Congregate and non-congregate dormitory
- 24-hour staffing
- 24-hour security
- Basic essential commodities for sanitation and personal hygiene
- Food and snacks
- Onward travel support
- Computer terminals to access free Internet access
- Infant child nutrition
- Case management coordination
- Local transportation coordination
- Ongoing service referrals
- Daily reporting as required by the agency

## C.6 SERVICES

### GENERAL SERVICES

C.6.1 **Service Population:** The District reserves the right to set eligibility criteria and only serve arriving migrants who meet those criteria.

C.6.2 **Intake:** The Contractor will greet all incoming migrants arriving predominantly from the Welcome and Service Center or Respite Center and ensure they are aware of the assistance available from the District and its contractor(s).

C.6.3 **Intake:** The Contractor will exclusively use a District-owned electronic records system agreed upon by DHS and the Contractor to collect and handle key operational and demographic data to be shared on a daily basis with DHS. This includes but is not limited to new intakes, family units, individuals, total bed availability, and bed turnover data. Intake data should be entered by the contractor within 2 hours of migrant family arrivals.

C.6.4 **Assessment:** The Contractor will exclusively use a District-owned electronic records system agreed upon by DHS and the Contractor to perform a secondary assessment of each migrant to determine their needs and immediate next steps in their journey. The Contractor will provide DHS access to all data collected in the program.

C.6.5 **Assessment:** The Contractor shall provide medical/first aid screening and make referrals to care as necessary.

C.6.6 **Assessment:** The Contractor shall provide initial human trafficking screening.

C.6.7 **Information Sharing and Access:** The Contractor shall provide information about the

process moving forward including but not limited to onward travel logistics, resources available locally through the Office of Migrant Services, and other key information as needed. All data related to intake, assessment, and assistance/referrals for migrant clients must be available to DHS at all times.

**C.6.8 Information Sharing and Access:** The Contractor shall provide access to essential communication tools such as internet, computers/tablets, phones, etc.

**C.6.9 Transportation Support:** The Contractor shall provide transportation assistance as necessary including but not limited to transportation from Welcome Center/Respite to Temporary Lodging to other OMS-supported program sites.

**C.6.10 Transportation Support:** 1) local shuttle transport between welcome and any vendor-supported sited outside of the District; 2) shuttle transport between District-based OMS sites (respite, etc.); 3) inter-city onward transportation support

**C.6.11 Food:** The Contractor shall provide access to boxed/prepared breakfast, lunch, and dinner including infant formula, baby food, and snack food.

**C.6.12 Lodging:** The Contractor shall ensure that the migrants have access to appropriate sleeping arrangement including but not limited to beds/mats/cots, blankets, pillows, cribs, and appropriate lighting and sound.

**C.6.13 Lodging:** The Contractor shall ensure that all vacated beds are cleaned with new bedding (sheets, pillows, etc.) and materials within 4 hours of client departure. Once the bed is “turned over” it needs to be incorporated into the capacity numbers.

### **CASE MANAGEMENT**

**C.6.14 Case Management and Supportive Services:** The Contractor shall provide Case Management, pre-screening, and Supportive Services to assist migrant clients with family/friend reunification, linkage to legal services as needed, immediate next-step planning, and short- and long-term goal setting.

**C.6.15 Case Management:** The Contractor shall exclusively use a District-owned electronic records system specified by DHS or one available through the Contractor (with DHS approval) to document the intake and assessment details including family composition, family history, medical/behavioral health conditions, and short- and long- term needs.

**C.6.16 Supportive Services:** The Contractor shall provide Supportive Services to assist migrants with planning next steps, family/friend reunification, linkage to legal services as needed, and

**C.6.17 Other Services:** The Contractor shall provide other necessary services including but not limited to childcare and child-appropriate activities, and disability services.

**C.6.18 Other Supplies:** The Contractor shall provide additional supplies as needed which may include but are not limited to clothing, hygiene supplies, and items for infants and children.



## **STAFFING**

C.6.19 **Staffing:** The Contractor shall provide enough staff to manage and process several hundred migrant clients arriving per day and to provide the services and assistance outlined in this document. No remote or hybrid work options are available to frontline staff tasked with greeting arriving migrant clients and performing the functions outlined in this contract.

C.6.20 **Staffing:** As the numbers are subject to change in either direction with limited notice, the Contractor shall have the ability to rapidly scale up staffing should there be an unexpected and significant increase in the number of individuals arriving.

C.6.21 **Staffing:** The Contractor shall develop and submit a staffing plan to the CA within five (5) days of the signed agreement and annually thereafter. The staffing plan shall include, at minimum, recruitment strategies, staff retention and replacement strategies (i.e. when an unexpected vacancy occurs), organizational structure, organizational charts, position descriptions, and staffing qualifications.

- a) The Contractor shall ensure the CA is provided written updates every thirty (30) days on the status of filling all vacant positions.
- b) The District reserves the right to:
  - Demand a change in or removal of any staff provided by the Contractor, or any sub-Contractors based on unsatisfactory performance at no additional cost to the District.
  - Adjust invoice(s) for a position that remains vacant beyond sixty (60) days from the date the vacancy initiated. The adjustment will be the daily amount of the vacated position according to the vendor's submitted budget.

C.6.22 **Staffing:** In compliance with Chapter 4 of Title 27 of DCMR, Criminal Background Checks for Government Providers that Provide Direct Services to Children and Youth, the Contractor will secure criminal background checks for individuals and unsupervised volunteers, employees, and applicants for employment as required for contracting entities contracting with the District of Columbia to provide direct services to children or youth.

C.6.23 **Staffing:** The Contractor shall ensure background checks are completed prior to the start of employment and provided to the CA. The Provider shall ensure it includes a recertification process in its staffing plan.

C.6.24 **Staffing:** The Contractor shall ensure all staff and any subcontracted staff having direct contact with families and children from under this contract and as otherwise required by District law shall provide the following documents for clearances:

- A current photo ID (driver's license, state ID, or passport)
- FBI background check
- Police background check (of the jurisdictions in which they have resided for the five years prior to employment)
- Child and Family Services Agency (CSFA) Child Protection Register/ DC Child Abuse Registry (of the jurisdictions in which they have resided for the five years prior to employment)
- National Sex Offender Registry Department(s) of the jurisdictions in which they have resided for the five years prior to employment

Service providers are Safety Sensitive employees as defined by the Child and Youth, Safety and Health Omnibus Congressional Review Emergency Amendment Act of 2004 (Act) and shall be screened pursuant to the Act. The Provider shall provide DHS with documentation certifying such clearances for all affected employees. All documentation shall be submitted to the DHS CA within fifteen (15) days prior to the start of program services. DHS reserves the right to implement supplemental services (janitorial and security) for a minimum of thirty (30) days in the event subcontractor clearances are not submitted fifteen (15) days prior to the start of programming. Should DHS implement supplemental services all cost associated with these services shall be at the Provider's expense. All clearance renewals shall be submitted within seven (7) days thereafter prior to starting employment. The Provider shall ensure all employees' background clearances are complete and approved by the CA prior to the start of employment, annually, and as needed.

The Provider shall test all employees and staff who have direct contact with families and children for drug and alcohol use. Service providers are Safety Sensitive employees as defined by the Child and Youth, Safety and Health Omnibus Congressional Review Emergency Amendment Act of 2004 (Act) and shall be tested pursuant to the Act. The Provider shall provide documents certifying negative drug and alcohol test results for all such employees and staff to the CA within fifteen (15) days prior to the start of program services and within seven (7) days thereafter prior to starting employment. Provider shall ensure certified negative drug and alcohol test results are submitted and approved by the CA prior to the start of employment, annually (before expiration of screening on file), and as needed.

**C.6.25 Staffing:** The Provider shall maintain personnel file for each volunteer and staff member that shall contain:

- a) Background check requirements
- b) Documentation of professional and personal references
- c) Applicable credentials/certifications
- d) Training completed
- e) Information documenting skills that contribute toward the success of this HCA
- f) Notation of any allegations of professional or other misconduct
- g) The Provider's action with respect to the allegations
- h) The date and reason for the Provider's actions if the volunteer is terminated from the HCA
- i) Documentation of a current Tuberculosis Test for those volunteers having direct contact with clients

**C.6.26 Staffing:** The Provider shall ensure relevant staff is available to meet with DHS as needed.

**C.6.27 Staffing:** The Provider shall ensure that culturally competent and linguistically appropriate services are provided to families. The Provider shall ensure the ability of appropriately trained and qualified staff, service partners, and providers to deliver or ensure access to services in a manner that effectively responds to the languages, values, and practices present in the various cultures of its clients so the Provider can respond to the individual needs of each household. The Provider shall also have a comprehensive listing of resources and/or language lines to ensure that non-English speaking clients can be linked to appropriate services.



C.6.28 **Staffing:** At minimum, the Provider shall ensure that staff can provide each individual with foreign language needs services without any interruption or delay in service delivery

C.6.29 **Staffing:** The Provider shall follow all local, state, and federal ADA requirements, including the DC Human Rights Act, and shall ensure services are accessible to households with disabilities.

C.6.30 **Staffing:** The Provider shall develop, submit to the CA within thirty (30) days of award, and implement a non-fraternization policy for all staff and Providers, including janitorial and security staff. The non-fraternization policy shall prohibit personal relationships or social interactions with migrant clients of the site that go beyond the scope of professional duties, including communicating with migrant clients about non-job-related issues, exchanging gifts, spending an inappropriate or excessive amount of time with migrant clients, or taking steps to be alone with a migrant client.

## **REPORTING**

C.6.31 **Reporting:** The Provider shall submit monthly summary reports to the CA regarding the progress towards task completion and SOW requirements. The monthly report shall include information on services provided. The reporting format shall be mutually agreed upon by the Provider and the CA.

C.6.32 **Reporting:** The Provider shall report unusual incidents through the DHS unusual incident database, available online at <https://dhs.dc.gov/page/unusual-incidents>, immediately, or as soon as safely possible after the occurrence of the incident, but no later than twenty four (24) hours after its occurrence, to the Office of Program Review, Monitoring and Investigation (OPRMI) and any other appropriate DHS-designated offices (to be provided within thirty (30) days of HCA award). The requirement for the Provider to submit an unusual incident to DHS no later than twenty-four (24) hours after the incident occurs includes all unusual incidents, even when the incident occurs on a holiday or a day the District government is closed for operation.

C.6.33 **Reporting:** Online submission is the preferred method of reporting an Unusual Incident Report to DHS; however, a Provider may also report the unusual incident in any of the following ways by:

- a) Emailing a description of the incident and circumstances to [OPRMI@dc.gov](mailto:OPRMI@dc.gov);
- b) Calling OPRMI at 202-671-4460 during normal DHS business hours to report the incident. Calling the 24-hour Unusual Incident Hotline at (202) 673-4464 and leaving a voicemail message describing the incident and circumstances as well as the name and number of the person reporting the incident
- c) Faxing OPRMI at 202-671-4409 a description of the incident and circumstances.
- d) Visiting OPRMI in person to report the unusual incident at 64 NY Ave, NE 6th Floor, Washington, D.C. 20002, during normal DHS business hours.

C.6.34 **Reporting:** For any critical incident resulting in the report of a missing child under the age of 18, an injury requiring medical attention, death to any person(s) and/or substantial damage to property such that it requires replacement or professional repair by the District, the Provider must provide a written report to the CA and other DHS designated personnel within 24 hours. In addition to the written report the Provider shall call the DHS Program Manager, CA, and

specified DHS personnel within one hour via phone call of the incident and shall immediately report the incident to the Metropolitan Police Department.

**C.6.35 Reporting:** An Unusual Incident is an alleged, suspected, or actual event or occurrence involving a DHS customer, employee, Provider, sub-Provider, or volunteer that adversely affects or compromises the integrity of DHS programs or which threatens the health or safety of a DHS customer, District employee or the general public, or District property.

Examples of Unusual Incidents include but are not limited to the following:

- a) Abuse or Neglect;
- b) Assault and/or Injury;
- c) Death;
- d) Discrimination;
- e) Facility maintenance or repair of District property that are sudden serious problems in the physical facility;
- f) Threats;
- g) Possession or use of controlled substances by DHS employees, customers or
- h) Providers, while on duty or on government property;
- i) Unexplained absence of a client (e.g. Missing Person reported to MPD);
- j) Physical, sexual, or verbal abuse of a client by staff or other clients;
- k) Staff negligence or employee misconduct, such as suspected fraud, harassment, or conflict of interest; gross mismanagement, gross misuse or waste of public resources or funds; abuse of authority in connection with the administration of a public program or the execution of a public contract; a significant violation of a federal, state, or local law, or regulation, or terms of a contract between the District government and a District government Provider which is not of a technical or minimal nature; or a substantial and specific danger to the public health and safety;
- l) Fire;
- m) Theft;
- n) Vehicle accidents or destruction of, or damage to, government property;
- o) Any incident requiring the services of law enforcement, medical staff or fire personnel;
- p) Privacy or Health Insurance Portability Accountability Act (HIPAA) Violations;
- q) Client behavior requiring attention of staff not usually involved in their care.

**C.6.36 Reporting:** The Provider shall submit a final, annual report to the CA no later than the 30th day after end of current period of performance. This report will summarize all service delivery data, accomplishments, issues, outcomes, and recommendations.

1. Unexplained absence of a client (e.g. Missing Person reported to MPD);
2. Physical, sexual, or verbal abuse of a client by staff or other clients;
3. Staff negligence or employee misconduct, such as suspected fraud, harassment, or conflict of interest; gross mismanagement, gross misuse or waste of public resources or funds; abuse of authority in connection with the administration of a public program or the execution of a public contract; a significant violation of a federal, state, or local law, or regulation, or terms of a contract between the District government and a District government Provider which is not of a technical or minimal nature; or a substantial and specific danger to the public health and safety;
4. Fire;
5. Theft;
6. Vehicle accidents or destruction of, or damage to, government property;

7. Any incident requiring the services of law enforcement, medical staff or fire personnel;
8. Privacy or Health Insurance Portability Accountability Act (HIPAA) Violations.
9. Client behavior requiring attention of staff not usually involved in their care.

C.6.37 **Reporting:** The Provider shall submit a final, annual report to the CA no later than the 30th day after end of current period of performance. This report will summarize all service delivery data, accomplishments, issues, outcomes, and recommendations.

## SECURITY

C.6.38 **Security:** Contractor shall create a security plan for the Welcome Center that ensures appropriate safety for migrants, staff, and property within 30 days of contract execution

C.6.39 **Security:** Contractor shall ensure that unarmed security guards with the power to arrest are hired as needed for security services.

C.6.40 **Security:** Contractor shall ensure that only clients being actively served in the facility have access to the facility and only to areas where they are receiving services.

C.6.41 **Security:** Contractor shall ensure that security services are in place for secure entry and access control when the facility/center is open.

C.6.42 **Security:** Contractor shall ensure roving security guard(s) staff inside common space and the perimeter of the property.

C.6.43 **Security:** Contractor shall ensure no visitors are allowed into the facility without the specific permission from DHS. We define a visitor as anyone entering the site who is not a Migrant client or staff.

C.6.44 **Security:** The Prime Contractor shall possess all licenses and certifications to perform services. The Prime Contractor bears the sole burden for ensuring that all legally required licenses and permits are obtained and renewed as specified by the regulating agency. The Prime Contractor shall verify and comply with all federal, state, and local requirements.

C.6.45 **Security:** The Contractor shall ensure that security guards should be familiar with the area of their posts. Off-going guards should provide a brief to on-coming guards of the events and occurrences that have recently happened, are continuing, or are anticipated for the post.

C.6.46 **Security:** The Prime Contractor shall ensure that security guards shall be mentally alert and physically ready to operate and enforce the access/egress control.

C.6.47 **Security:** The Prime Contractor shall develop and submit a Code of Conduct policy for all security staff. The policy shall ensure that staff are professional towards clients at all times during shift hours.

C.6.48 **Security:** The Prime Contractor shall ensure that security guards assigned to access/egress posts shall be knowledgeable of the location and use of the nearest first aid kit, fire extinguisher, fire alarm, emergency exit, and duress alarm (if any), and shall be ready,



willing, and able to use them as necessary and as required by the post orders.

- C.6.49 **Security:** The Prime Contractor shall ensure that security guards will conduct patrols in accordance with routes and schedules established in the Post Orders. They will observe, detect, report, and respond to all suspected or apparent security violations. Roving security guards will be responsible for maintaining logs, reports, and files of all incidents and occurrences encountered during the patrol tour. Patrol duties will be performed in a professional manner, with the security guards responsible for observing the environment, and, when necessary, questioning those persons whose activities arouse suspicion. Patrol security guards will serve as the first responder to all security alarms and emergencies occurring within the area of assignment
- C.6.50 **Security:** Prime Contractor shall ensure that security guards are not permitted to remove the keys and other access control devices from the facility premises unless specifically authorized by the CA. Keys or access control devices that are missing, lost, unusable, and/or stolen shall be immediately reported to the CA, and the security guard's supervisor as soon as the security guard detects the loss or the problem. The Prime Contractor shall reimburse the Government for costs associated with lost, stolen, or damaged keys and access control devices that were under the control of a contract security guard at the time of their disappearance.
- C.6.51 **Security:** The Prime Contractor shall ensure that security guards will monitor and observe building occupants and visitors for compliance with the program and the facility's posted rules and regulations. Security guards shall also identify, report, delay, or detain those persons who violate the rules and regulations as appropriate and in accordance with the Post Orders.
- C.6.52 **Security:** The Prime Contractor shall ensure that security guards maintain physical security, law and order as prescribed by statute, regulation, and Post Orders. Security guards are responsible for detecting, delaying, detaining, and/or apprehending persons attempting to gain unauthorized access to Government property or otherwise violating laws, rules, and regulations.
- C.6.53 **Security:** The Prime Contractor shall ensure that security guards shall prevent, discover, delay, and/or detain persons attempting to gain unauthorized access to property and/or personnel at the facility being protected. Security guards shall report all such incidents in accordance with established procedures as detailed in the Post Orders, which shall include reporting on unusual incidents.
- C.6.54 **Security:** The Prime Contractor shall ensure that while on duty, security guards shall verbally report threatening circumstances and potentially threatening activities they observe to the DC Metropolitan Police Department and, when possible, to the CA. Whenever possible, security guards are encouraged to report a serious or potentially serious problem before responding so that they may receive all necessary backup and support to lessen or eliminate the potential threat.
- C.6.55 **Security:** Any call that from facilities are routed to a central dispatcher who determines whether MPD or PSD is notified.

- C.6.56 **Security:** The Prime Contractor understands that security guards may be required to testify in various judicial proceedings on behalf of the Government.
- C.6.57 **Security:** The Prime Contractor understands that in some situations, security guards may be required to act independently as the primary security response until law enforcement assistance arrives
- C.6.58 **Security:** The Prime Contractor shall ensure that security guards treat clients at a high standard of professionalism, dignity, safety, service quality, and respect. No client shall be a victim of verbal, emotional, or physical abuse by staff.
- C.6.59 **Security:** The Prime Contractor shall be allowed to provide additional services based on surge level or additional security needs listed in this SOW. The Prime Contractor shall only execute the additional services upon written approval from the CA and must notify the CO.
- C.6.60 **Security:** The Prime Contractor must have the ability to use and maintain provided radios for communications.

**JANITORIAL:**

- C.6.61 **Janitorial:** The Provider shall possess and maintain a working knowledge of the custodial and janitorial services required for the site and shall be responsible for the janitorial services.
- C.6.62 **Janitorial:** The contractor shall develop a comprehensive cleaning plan appropriate for the facility and ensure that the environment is kept clean, hygienic, and orderly per that plan. Plan should be submitted to DHS for review and approval within 30 days of contract execution.
- C.6.63 **Janitorial:** The contractor shall ensure that routine and specialized cleaning services are kept in a log with the date, time, and description of the services provided.
- C.6.64 **Janitorial:** The contractor shall provide trash and recycling services appropriate for the volume of individuals accessing the space and the content of the trash and recycling. Contractor shall ensure all trash and recycling cans inside and outside of the facility are emptied frequently to avoid any backlog of piling of trash and recycling. Best practices for sanitary disposal of items including but not limited to diapers, medical material, and personal hygiene products should be used at all times.
- C.6.65 **Janitorial:** The District reserves the right to request additional cleaning in certain areas upon inspection or to request a new cleaning services contractor be brought in if the job is not being performed appropriately.
- C.6.66 **Janitorial:** The Provider shall possess all licenses and certifications to perform services. The Provider bears the sole burden for ensuring that all legally required licenses and permits are obtained and renewed as specified by the regulating agency. The Provider shall verify and comply with all federal, state, and local requirements.

- C.6.67 **Janitorial:** The Provider shall in no way use materials and chemicals in a way that threaten the health or safety of District employees, sub-Providers, or clients, or disrupts tenant agency operations due to undesirable odors or fumes.
- C.6.68 **Janitorial:** The Provider shall place "Wet Floor" caution signs, with appropriate symbols and written in both English and Spanish on the floor in any area being damp mopped or is wet due to weather related instances, until the floor is dried. The restrooms shall be closed to public use during cleanings. All other damp mopped areas shall remain accessible with appropriate signage.
- C.6.69 **Janitorial:** The Provider shall ensure all cleaning products are used as directed by manufacturer. Concentrated products shall be diluted to the specified ratio; required protective apparatus (e.g., gloves) shall be worn; setting or soaking periods shall be adhered to; and rinsing shall occur if directed.
- C.6.70 **Janitorial:** The Provider shall ensure pest control and management services are conducted on site on a regular basis.

\*\*\* END OF SECTION C \*\*\*

**SECTION D: PACKAGING AND MARKING**

RESERVED

\*\*\* END OF SECTION D \*\*\*

**SECTION E: INSPECTION AND ACCEPTANCE**

The inspection and acceptance requirements for this 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. (Attachment J.1)

\*\*\* END OF SECTION E \*\*\*

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## SECTION F: DELIVERABLES AND PERFORMANCE

### F.1 TERM OF CONTRACT/PERIOD OF PERFORMANCE

The term of the contract shall be for a period of seven months. The period of performance is from March 6, 2023, through September 30, 2023.

### F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of one (1) twelve (12) month option period, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

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

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed one year and seven months.

### F.3 RIGHT OF THE DISTRICT TO AMEND, SUSPEND OR TERMINATE CONTRACT

F.3.1 The contractor acknowledges this project is being delivered under an Emergency Contract pursuant to the Temporary Act B24-0991. Should those needs be eliminated within the life of the contract term, the District may terminate this agreement at any time with 14 days of the written notice. If this contract is terminated, the District will terminate all outstanding services starting with the 15th day following the delivery of written notice.

### F.4 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the Contract Administrator (CA) identified in section G.3 and the Contracting Officer (CO) identified in section G.2, in accordance with the following:

No	Deliverables	Reference Section	Quantity	Format and Method of Delivery	Due Date
1	Staffing plan	C.6.21	2	Email to the Contract Administrator (CA) at joseph.jippi@dc.	Within five (5) days of award and annually thereafter.



No	Deliverables	Reference Section	Quantity	Format and Method of Delivery	Due Date
2	Non-fraternization policy	C.6.30	1	Email to the Contract Administrator (CA) at joseph.lippi@dc.gov	within thirty (30) days of award,
3	Subcontracting Plan	I.7.2		Email to the <ul style="list-style-type: none"> <li>• CO at <a href="mailto:marketa.nicholson@dc.gov">marketa.nicholson@dc.gov</a>,</li> <li>• CA at joseph.lippi@dc.gov</li> </ul>	At the time of award
4	Fully executed copies of all sub-contracts identified in the sub-contracting plan	I.7.3		Email to the <ul style="list-style-type: none"> <li>• CO at <a href="mailto:marketa.nicholson@dc.gov">marketa.nicholson@dc.gov</a>,</li> <li>• CA at joseph.lippi@dc.gov</li> </ul> Director of DSLBD	Within twenty-one (21) days of the date of award
5	Subcontracting Plan Compliance Reporting	I.7.4		Email to the: <ul style="list-style-type: none"> <li>• CO at <a href="mailto:marketa.nicholson@dc.gov">marketa.nicholson@dc.gov</a>,</li> <li>• CA at joseph.lippi@dc.gov</li> <li>• District of Columbia Auditor</li> <li>• Director of DSLBD</li> </ul>	
6	Monthly summary reports	C.6.31		Email to the Contract Administrator (CA) at joseph.lippi@dc.gov	Within 5 working days after the end of each month
7	Unusual incidents report	C.6.32, C.6.33, & C.6.35		Through the DHS unusual incident database, available online at <a href="https://dhs.dc.gov/page/unusual-incidents">https://dhs.dc.gov/page/unusual-incidents</a>	Immediately, or as soon as safely possible after the occurrence of the incident, but no later than twenty-four (24) hours after its occurrence

No	Deliverables	Reference Section	Quantity	Format and Method of Delivery	Due Date
8	Critical incident report	C.6.34		Email to the Contract Administrator (CA) at joseph.lippi@dc.gov	Within 24 hours
9	Final, annual report	C.6.36	1	Email to the Contract Administrator (CA) at joseph.lippi@dc.gov	No later than the 30th day after end of current period of performance

## **F.5 RIGHT OF THE DISTRICT TO AMEND, SUSPEND OR TERMINATE PLAN**

**F.5.1** The contractor acknowledges this project is being delivered under an Emergency Contract pursuant to the Temporary Act B24-0991. Should those needs be eliminated within the life of the contract term, the District may terminate this agreement at any time with 14 days of the written notice. If this contract is terminated, the District will:

**F.5.2** Terminate all outstanding service days, starting with the 15th day following the delivery of written notice.

\*\*\* END OF SECTION F \*\*\*

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## SECTION G: CONTRACT ADMINISTRATION

### G.1 INVOICE SUBMITTAL

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

**G.1.2** The compensation shall be under an emergency purchase card to facilitate the purchase. The Purchase Card allows for expenditure tracking and efficiencies in executing the procurement per the requesting agency, DHS. Invoicing for this contract shall be separate and submitted to [joseph-lippi@dc.gov](mailto:joseph-lippi@dc.gov) and copy [marketa.nicholson@dc.gov](mailto:marketa.nicholson@dc.gov).

**G.1.3** The vendor shall email their invoice to the CA (copy CO) and include the invoice number or contract number; and the CORE DC number on the invoice. Once approved, the CA shall submit the invoice for payment to [OCP.WEBEOC@dc.gov](mailto:OCP.WEBEOC@dc.gov) and copy the CO.

**G.1.4** The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

**G.1.5** The Contractor shall submit proper invoices on a monthly basis.

### G.2 G.2 CONTRACTING OFFICER (CO)

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

Marketa Nicholson  
Contracting Officer Serving DHS  
Department of Human Services  
64 New York Avenue, NE  
Washington, DC 20002  
Work Cell: (202)834-9403

#### G.2.1 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

**G.2.2** The CO is the only person authorized to approve changes in any of the requirements of this contract.

**G.2.3** 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.2.4** 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.3 CONTRACT ADMINISTRATOR (CA)**

**G.3.1** The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

**G.3.1.1** 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.3.1.2** Coordinating site entry for Contractor personnel, if applicable;

**G.3.1.3** 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.3.1.4** 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.3.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

**G.3.2** The address and telephone number of the CA is:

Joseph Lippi  
64 New York Avenue, NE  
Washington, DC 20002  
Work Cell: (202) 679-1925

**G.3.3** The CA shall NOT have the authority to:

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

**G.3.4** 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.

\*\*\* END OF SECTION G \*\*\*

**SECTION H: SPECIAL CONTRACT REQUIREMENTS**

RESERVED

\*\*\* END OF SECTION H \*\*\*

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## SECTION I: CONTRACT CLAUSES

### I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated July 2010 (SCP) are incorporated as part of the contract. To obtain a copy of the SCP go to <http://ocp.dc.gov>, under Quick Links click on "Required Solicitation Documents".

### I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

### I.3 CONFIDENTIALITY OF INFORMATION

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

### I.4 TIME

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

### I.5 RIGHTS IN DATA

RESERVED

#### A. Transfers or Assignments of Existing or Custom Products by the District

RESERVED

#### B. Subcontractor Rights

RESERVED

#### C. Source Code Escrow

RESERVED

#### D. Indemnification and Limitation of Liability

The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data

furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

## **I.6 OTHER CONTRACTORS**

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

## **I.7 SUBCONTRACTS**

### **I.7 SUBCONTRACTING REQUIREMENTS**

#### **I.7.1 Mandatory Subcontracting Requirements**

- I.7.1.1 Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, 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).
- I.7.1.2 If there are insufficient SBEs to completely fulfill the requirement of paragraph 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.
- I.7.1.3 A prime provider that is certified by DSLBD as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections I.7.1.1 and I.7.1.2.
- I.7.1.4 Except as provided in I.7.1.5 and I.7.1.7, a prime provider that is a CBE and has been granted a proposal 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 contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime provider that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2- 218.63.
- I.7.1.5 A prime provider that is a certified joint venture and has been granted a proposal 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 contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime provider that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- I.7.1.6 Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.

- I.7.1.1 A prime provider that is a CBE and has been granted a proposal 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.

## **I.7.2 Subcontracting Plan**

If the prime provider is required by law to subcontract under this contract, it must subcontract at least 50% of the dollar volume of this contract in accordance with the provisions of section I.7.1 of this clause. The plan shall be submitted as part of the proposal and may only be amended after award with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan after award shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

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

## **I.7.3 Copies of Subcontracts**

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

## **I.7.4 Subcontracting Plan Compliance Reporting**

- I.7.4.1 If the Provider has a subcontracting plan required by law for this contract, the Provider shall submit a quarterly report to the CO, CA, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

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

I.7.4.2 If the fully executed subcontract is not provided with the quarterly report, the prime provider will not receive credit toward its subcontracting requirements for that subcontract.

## **I.7.5 Annual Meetings**

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



## **I.7.6 Notices**

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

## **I.7.7 Enforcement and Penalties for Breach of Subcontracting Plan**

- I.7.7.1 A provider shall be deemed to have breached a subcontracting plan required by law, if the provider (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.
- I.7.7.2 A provider that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.
- I.7.7.3 If the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions in clause 8 of the SCP, Default.

## **I.8 INSURANCE**

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

- 1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least



as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

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

5. Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called "silent" coverage under a commercial general liability or professional liability policy will not be acceptable.
6. 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) \$2,000,000 per occurrence and \$2,000,000 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.
7. Crime Insurance (3rd Party Indemnity). The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the District. The policy shall provide a limit of \$50,000 per occurrence. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their interests may appear.

The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

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

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

1. **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.

2. 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.
3. 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.
4. 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:

Marketa Nicholson  
Contracting Officer Serving DHS  
Department of Human Services  
64 New York Avenue, NE  
Washington, DC 20002  
Cell: (202) 834-9403

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

## **I.9 ORDER OF PRECEDENCE**

- I.9.1 The Contractor shall perform under this emergency contract pursuant to the terms of the following documents that are hereby incorporated by reference and made a part of the letter contract, which in the event of a conflict shall be resolved by giving precedence in the order of priority listed below:

- a) This Emergency Contract;
- b) Vendor Proposal
- c) Provisions for Use with the Supplies and Services Contracts (July 2010) available at <https://ocp.dc.gov/publication/standard-contract-provisions-2010>.

\*\*\* END OF SECTION I \*\*\*



## SECTION J: ATTACHMENTS

The following attachments are incorporated into the contract by reference:

Attachment Number	Document
<b>J.1</b>	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at <a href="https://ocp.dc.gov/publication/standard-contract-provisions-2010">https://ocp.dc.gov/publication/standard-contract-provisions-2010</a>
<b>J.2</b>	U.S. Department of Labor Wage Determination 2015-4281, dated June 27, 2022 available at <a href="https://sam.gov/wage-determination/2015-4281/24">https://sam.gov/wage-determination/2015-4281/24</a>
<b>J.3</b>	RESERVED
<b>J.4</b>	RESERVED
<b>J.5</b>	Way to Work Amendment Act of 2006 – 2022 Living Wage Notice available at <a href="https://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/July%202022%20Living%20Wage%20Notice.pdf">https://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/July%202022%20Living%20Wage%20Notice.pdf</a>
<b>J.6</b>	Way to Work Amendment Act of 2006 – 2022 Living Wage Fact Sheet available at <a href="https://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/July%202022%20Living%20Wage%20Fact%20Sheet%20.pdf">https://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/July%202022%20Living%20Wage%20Fact%20Sheet%20.pdf</a>
<b>J.7</b>	RESERVED
<b>J.8</b>	Subcontracting Plan (if required by law) available at <a href="https://ocp.dc.gov/subcontracting-plan">https://ocp.dc.gov/subcontracting-plan</a>
<b>J.9</b>	RESERVED
<b>J.10</b>	Bidder-Offeror Certification Form available at <a href="https://ocp.dc.gov/bidder-offeror">https://ocp.dc.gov/bidder-offeror</a>

\*\*\* END OF SECTION J \*\*\*