

SOLICITATION, OFFER, AND AWARD			1. Caption Consolidated Maintenance Services for DOES Headquarters			Page of Pages 1 193	
			2. Contract Number		3. Solicitation Number DCAM-2010-R-0188	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency	
7. Issued By: D.C. Department of Real Estate Services Contracting and Procurement Division 2000 14th Street, 5th Floor Washington, DC 20009			8. Address Offer to: Office of Contracting and Procurement The Bid Room Counter 2000 14th Street, 3rd Floor Washington, DC 20009				
SOLICITATION							
9. Sealed offers in original and <u>4</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at <u>2000 14th Street, 3rd Floor, Washington, DC 20009</u> until <u>2:00 P.M.</u> local time <u>November 5, 2010</u> <small>(Hour) (Date)</small>							
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.							
10. For Information Contact	A. Name Janet Concepcion		B. Telephone (Area Code) 202 (Number) 671-2342 (Ext)			C. E-mail Address janet.concepcion@dc.gov	
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OFFER							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days from the date for 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		<input type="checkbox"/> 10 Calendar days %	<input type="checkbox"/> 20 Calendar days %	<input type="checkbox"/> 30 Calendar days %	<input type="checkbox"/> _____ 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 Offeror			16. Name and Title of Person Authorized to Sign Offer/Contract				
15B. Telephone (Area Code) (Number) (Ext)		15 C. Check if remittance address is different from above - Refer to Section G <input type="checkbox"/>			17. Signature		18. Offer Date
AWARD (TO BE COMPLETED BY GOVERNMENT)							
19. Accepted as to Items Numbered			20. Amount		21. Accounting and Appropriation		
22. Name of Contracting Officer (Type or Print)			23. Signature of Contracting Officer (District of Columbia)			24. Award Date	

SECTION B: SUPPLIES OR SERVICES AND COST

B.1 The Government of the District of Columbia, Department of Real Estate Services (the District) is seeking a contractor to provide all management, supervision, labor, materials, supplies, and equipment (except as otherwise provided), and shall plan, schedule, coordinate and assure effective performance of Operations, Maintenance and Repair (OM&R) services at the Department of Employment Services (DOES) Headquarters located at 4058 Minnesota Avenue, NE, Washington DC 20019.

The Offerors shall fill out all CLINs in Section B.5 of the Price Schedule.

The District intends to award single contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

B.2 TYPE OF CONTRACT

The District contemplates award of a Firm Fixed Price Contract with Cost-Reimbursement Component.

B.2.1 FIXED PRICE

The contract shall be performed in accordance to the requirements outlined in Section C. The Contractor shall be paid for maintenance services on a monthly basis.

B.2.2 COST REIMBURSEMENT

The Contractor shall be reimbursed for costs incurred in performing reimbursable repairs and reimbursable additional services approved in advance in writing by the Contracting Officer (CO). Additional services which cost \$5,000.00 or more will require the CO's approval thru a Task Order. (See Section C.3.99, Reimbursable Services). For reimbursable services, the Contractor must use the hourly rates established in Reimbursable Services Price Schedule (See Section B.5.6).

B.3 PARTS AND MATERIALS

If parts or materials are required for a project, the District may provide the parts or materials, or the Contractor may be asked to provide the parts and materials. All parts and materials used shall be of the same or higher quality of the installed equipment and shall not void any warranty. Parts and materials shall be reimbursed at actual cost. The COTR shall determine whether the Contractor will provide the parts and materials and the CO shall authorize the purchase. Proper invoices for materials shall be submitted with supplier's letterhead indicating actual cost.

B.4 An Offeror responding to this solicitation must submit with its bid, a notarized subcontracting plan. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.1.

B.5 PRICE SCHEDULE

B.5.1 BASE YEAR

CONTRACT LINE ITEM NO. (CLIN)	ITEM DESCRIPTION	PRICE PER MONTH	QUANTITY	TOTAL PRICE
0001	Basic Services: Operations, Maintenance and Non-Reimbursable Repairs	\$_____/month	12 months	\$
0002	Elevator Maintenance	\$_____/month	12 months	\$
0003	Maintenance and Repair of Emergency Generators	\$_____/month	12 months	\$
0004	Maintenance of Oil and Gas Burning Systems	\$_____/month	12 months	\$
0005	Landscape, <6" Snow Removal and Maintenance	\$_____/month	12 months	\$
0006	Landscape Irrigation System	\$_____/month	12 months	\$
0007	Custodial Maintenance	\$_____/month	12 months	\$
0008	Fire Alarm Maintenance	\$_____/month	12 months	\$
0009	HVAC Maintenance	\$_____/month	12 months	\$
0010	Electrical & Lighting Maintenance	\$_____/month	12 months	\$
0011	Pest Control	\$_____/month	12 months	\$
0012	Plumbing Maintenance	\$_____/month	12 months	\$
0013	Trash/Recycling	\$_____/month	12 months	\$
	SUBTOTAL			\$
0014	COST REIMBURSEMENT CEILING (NOT TO EXCEED)			\$ 200,000.00
	TOTAL BASE YEAR			\$

B.5.2 OPTION YEAR 1

CONTRACT LINE ITEM NO. (CLIN)	ITEM DESCRIPTION	PRICE PER MONTH	QUANTITY	TOTAL PRICE
0001	Basic Services: Operations, Maintenance and Non-Reimbursable Repairs	\$_____/month	12 months	\$
0002	Elevator Maintenance	\$_____/month	12 months	\$
0003	Maintenance and Repair of Emergency Generators	\$_____/month	12 months	\$
0004	Maintenance of Oil and Gas Burning Systems	\$_____/month	12 months	\$
0005	Landscape, <6" Snow Removal and Maintenance	\$_____/month	12 months	\$
0006	Landscape Irrigation System	\$_____/month	12 months	\$
0007	Custodial Maintenance	\$_____/month	12 months	\$
0008	Fire Alarm Maintenance	\$_____/month	12 months	\$
0009	HVAC Maintenance	\$_____/month	12 months	\$
0010	Electrical & Lighting Maintenance	\$_____/month	12 months	\$
0011	Pest Control	\$_____/month	12 months	\$
0012	Plumbing Maintenance	\$_____/month	12 months	\$
0013	Trash/Recycling	\$_____/month	12 months	\$
	SUBTOTAL			\$
0014	COST REIMBURSEMENT CEILING (NOT TO EXCEED)			\$ 200,000.00
	TOTAL OPTION YEAR ONE (1)			\$

B.5.3 OPTION YEAR 2

CONTRACT LINE ITEM NO. (CLIN)	ITEM DESCRIPTION	PRICE PER MONTH	QUANTITY	TOTAL PRICE
0001	Basic Services: Operations, Maintenance and Non-Reimbursable Repairs	\$_____/month	12 months	\$
0002	Elevator Maintenance	\$_____/month	12 months	\$
0003	Maintenance and Repair of Emergency Generators	\$_____/month	12 months	\$
0004	Maintenance of Oil and Gas Burning Systems	\$_____/month	12 months	\$
0005	Landscape, <6" Snow Removal and Maintenance	\$_____/month	12 months	\$
0006	Landscape Irrigation System	\$_____/month	12 months	\$
0007	Custodial Maintenance	\$_____/month	12 months	\$
0008	Fire Alarm Maintenance	\$_____/month	12 months	\$
0009	HVAC Maintenance	\$_____/month	12 months	\$
0010	Electrical & Lighting Maintenance	\$_____/month	12 months	\$
0011	Pest Control	\$_____/month	12 months	\$
0012	Plumbing Maintenance	\$_____/month	12 months	\$
0013	Trash/Recycling	\$_____/month	12 months	\$
	SUBTOTAL			\$
0014	COST REIMBURSEMENT CEILING (NOT TO EXCEED)			\$ 200,000.00
	TOTAL OPTION YEAR TWO (2)			\$

B.5.4 OPTION YEAR 3

CONTRACT LINE ITEM NO. (CLIN)	ITEM DESCRIPTION	PRICE PER MONTH	QUANTITY	TOTAL PRICE
0001	Basic Services: Operations, Maintenance and Non-Reimbursable Repairs	\$_____/month	12 months	\$
0002	Elevator Maintenance	\$_____/month	12 months	\$
0003	Maintenance and Repair of Emergency Generators	\$_____/month	12 months	\$
0004	Maintenance of Oil and Gas Burning Systems	\$_____/month	12 months	\$
0005	Landscape, <6" Snow Removal and Maintenance	\$_____/month	12 months	\$
0006	Landscape Irrigation System	\$_____/month	12 months	\$
0007	Custodial Maintenance	\$_____/month	12 months	\$
0008	Fire Alarm Maintenance	\$_____/month	12 months	\$
0009	HVAC Maintenance	\$_____/month	12 months	\$
0010	Electrical & Lighting Maintenance	\$_____/month	12 months	\$
0011	Pest Control	\$_____/month	12 months	\$
0012	Plumbing Maintenance	\$_____/month	12 months	\$
0013	Trash/Recycling	\$_____/month	12 months	\$
	SUBTOTAL			\$
0014	COST REIMBURSEMENT CEILING (NOT TO EXCEED)			\$ 200,000.00
	TOTAL OPTION YEAR THREE (3)			\$

B.5.5 OPTION YEAR 4

CONTRACT LINE ITEM NO. (CLIN)	ITEM DESCRIPTION	PRICE PER MONTH	QUANTITY	TOTAL PRICE
0001	Basic Services: Operations, Maintenance and Non-Reimbursable Repairs	\$_____/month	12 months	\$
0002	Elevator Maintenance	\$_____/month	12 months	\$
0003	Maintenance and Repair of Emergency Generators	\$_____/month	12 months	\$
0004	Maintenance of Oil and Gas Burning Systems	\$_____/month	12 months	\$
0005	Landscape, <6" Snow Removal and Maintenance	\$_____/month	12 months	\$
0006	Landscape Irrigation System	\$_____/month	12 months	\$
0007	Custodial Maintenance	\$_____/month	12 months	\$
0008	Fire Alarm Maintenance	\$_____/month	12 months	\$
0009	HVAC Maintenance	\$_____/month	12 months	\$
0010	Electrical & Lighting Maintenance	\$_____/month	12 months	\$
0011	Pest Control	\$_____/month	12 months	\$
0012	Plumbing Maintenance	\$_____/month	12 months	\$
0013	Trash/Recycling	\$_____/month	12 months	\$
	SUBTOTAL			\$
0014	COST REIMBURSEMENT CEILING (NOT TO EXCEED)			\$ 200,000.00
	TOTAL OPTION YEAR FOUR (4)			\$
	TOTAL FOR FIVE (5) YEARS			\$

B.5.6 REIMBURSABLE PRICE SCHEDULE

CONTRACT LINE ITEM NO. (CLIN)	ITEM DESCRIPTION	UNIT	BASE YEAR	OY1	OY2	OY3	OY4
0015	General Maint. Technician - Normal Working Hours	HOUR					
0016	General Maintenance Technician - Overtime	HOUR					
0017	General Maint. Technician - Emergency Callback	HOUR					
0018	Elevator Technician - Normal Working Hours	HOUR					
0019	Elevator Technician - Overtime	HOUR					
0020	Elevator Technician - Emergency Callback	HOUR					
0021	Emergency Generator Tech.- Normal Working hrs	HOUR					
0022	Emergency Generator Technician - Overtime	HOUR					
0023	Emergency Generator Tech.- Emergency Callback	HOUR					
0024	Oil & Gas Systems Tech.- Normal Working Hours	HOUR					
0025	Oil and Gas Systems Technician - Overtime	HOUR					
0026	Oil and Gas Systems Tech. - Emergency Callback	HOUR					
0027	Landscape Maintenance - Normal Working Hours	HOUR					
0028	Landscape Maintenance - Overtime	HOUR					
0029	Landscape Maintenance - Emergency Callback	HOUR					
0030	Excess in 6" Snow Removal - Normal Working Hours	HOUR					
0031	Excess in 6" - Snow Removal - Overtime	HOUR					
0032	Landscape Irrigation - Normal Working Hours	HOUR					
0033	Landscape Irrigation System - Overtime	HOUR					
0034	Landscape Irrigation - Emergency Callback	HOUR					
0035	Custodial Maintenance - Normal Working Hours	HOUR					
0036	Custodial Maintenance - Overtime	HOUR					
0037	Custodial Maintenance -	HOUR					

	Emergency Callback						
0038	Fire Alarm Maintenance - Normal Working Hours	HOUR					
0039	Fire Alarm Maintenance - Overtime	HOUR					
0040	Fire Alarm Maintenance - Emergency Callback	HOUR					
0041	HVAC Technician - Normal Working hours	HOUR					
0042	HVAC Technician - Overtime	HOUR					
0043	HVAC Technician - Emergency Callback	HOUR					
0044	Electrician - Normal Working hours	HOUR					
0045	Electrician - Overtime	HOUR					
0046	Electrician - Emergency Callback	HOUR					
0047	Pest Control Maintenance - Normal Working hours	HOUR					
0048	Pest Control Maintenance - Overtime	HOUR					
0049	Pest Control Maintenance - Emergency Callback	HOUR					
0050	Plumber - Normal Working hours	HOUR					
0051	Plumber - Overtime	HOUR					
0052	Plumber - Emergency Callback	HOUR					
0053	Trash/Recycling - Normal Working Hours	HOUR					
0054	Trash/Recycling - Overtime	HOUR					
0055	Trash/Recycling - Emergency Callback	HOUR					

NOTE:

Overtime hourly rates shall be applied for additional services and reimbursable repair work required to be performed outside the Normal Working Hours (See Section J.1.4) of the building if such work can be scheduled in advance.

Emergency callback hourly rates shall be applied when a technician must be called in outside the Normal Working Hours, without advance scheduling, to perform additional services and reimbursable repair work.

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE OF WORK

The Government of the District of Columbia, Department of Real Estate Services (the District) is seeking a Contractor to provide all management, supervision, labor, materials, supplies, and equipment (except as otherwise provided), and shall plan, schedule, coordinate and assure effective performance of Operations, Maintenance and Repair (OM&R) services at the DOES Headquarters (the Facility) located at 4058 Minnesota Avenue, NE, Washington DC 20019.

The purpose of this procurement is to provide Consolidated Maintenance Services including the operation, administrative, engineering and janitorial functions necessary for the effective and timely accomplishment of basic and reimbursable contract requirements. The Contractor shall be responsible for providing these services as outlined in Section “C” that result in clean and well maintained work environments, business service areas and other areas that are not readily visible to the public with the goal of having clean, comfortable and operable facilities for the District’s workforce and the public at all times.

Offerors are required to follow due diligence to carefully examine and review this solicitation and subsequent contract documents, including all addendum in order to fully comprehend the required equipment, service needs, and all other specifications of the property located at the DOES Headquarters.

C.1.1 APPLICABLE DOCUMENTS

Contractor shall provide the work in accordance with industry standards, including the following:

ITEM NO.	DOCUMENT TYPE	TITLE	VERSION/DATE
1	D.C. Code	D.C. Official Code, sections 10-1001-1005 Parks, Public Buildings, Grounds and Space	2001 Ed., 2005 Supp.
2	Federal Regulations	U.S. Department of Labor Occupational Safety and Health Administration 29 CFR, Part 1910, Subparts A-P (www.osha.gov)	2003 Ed.
3	OCP Document (Directive)	OCP Directive 1303.00 Environmentally Preferable Purchasing	10/01/2003
4	U.S. Law	Environmental Protection Agency (EPA) 42 USC sections 6901-6976 Concerning Hazardous Substances and Waste available at http://www.epa.gov	Latest Version
5	D.C. Law	“The Equal Opportunity for Local, Small and Disadvantaged Business Enterprises” of 1998, D.C. Law 12-268 (the “Act” as used in this Section) and “The Equal Opportunity for Local, Small and Disadvantaged Businesses Opportunity Amendment Act of 2000 (the “Amendment”), D.C. Law 13-169, as amended by D.C. Act 16 – 375, Subtitle N, effective 7/26/05.	Latest Version
6	U.S. Law	American Society of Mechanical Engineers with addendum’s Safety Code for Elevators and Escalators AMCE A.17.1	1990 Edition

7	Publication	Safety & Environmental Program	August 1988
8	U.S. Law	National Fire Protection Association (NFPA)	2007
9	U.S. Law	Management of Buildings and Grounds 41 CFR, Part 101-120	July 1990
10	U.S. Law	40 CFR, Parts 260, 261, 264, 265, 268, 270, and 273	Latest Version
11	U.S. Law	National Emission Standards for Hazardous Air Pollutants	Latest Version
12	U.S. Law	National Electrical Code (NEC)	2005
13	U.S. Law	American Society of Heating, Refrigeration, and Air Conditioning Equipment (ASHRAE)	Latest Version
14	U.S. Law	CFR Asbestos Code	Latest Version
15	International Law	International Building Code (IBC)	2006
16	Executive Order 13101	Greening the Government Through Waste Prevention, Recycling, and Federal Acquisition	1998
17	Federal Regulation	Energy Policy Act (EPAct)	1992 and 2005
18	D.C. Law	The Clean and Affordable Energy Act	2008
19	Municipal Regulation	DC Solid Waste and Multi-Materials Management Act	1998
20	Accredited Specs and Standards	International Electrical Testing Association (NETA)	2009
21	U.S. Law	American National Standard Institute (ANSI)	Latest Version

C.1.2 Definitions

C.1.2.1 Acceptance

"Acceptance" means an authorized representative of the District has inspected and agreed that the work meets all requirements of this contract, to include documentation requirements.

C.1.2.2 Acceptable Level of Maintenance

An "acceptable level" of maintenance is defined as the level of maintenance, which will preserve the equipment, structure, finishes, and grounds in unimpaired operating condition, - e.g., above the point where deterioration will begin, thereby diminishing the normal life expectancy.

C.1.2.3 Approval

"Approval" means the District has reviewed submittals, deliverables, or administrative documents (e.g., insurance certificates, installation schedules and planned utility interruptions.) and has determined the documents conform to contract or contract requirements. District Approval shall not relieve the Contractor from responsibility for complying with contract requirements.

C.1.2.4 Architectural and Structural

All building systems customarily included in Construction Specification Institute CSI Divisions 2,3,4,5,6,7,8,9,10,13, to include building core and shell, building improvements and finishes, and exterior site improvements (e.g., paving, walkways, exterior lighting .), but excluding equipment owned and operated by tenant agencies or concessions contractors unless indicated otherwise.

C.1.2.5 ASME

American Society of Mechanical Engineers

C.1.2.6 Base (Routine) Cleaning

The standard cleaning tasks performed on a routine, scheduled basis.

C.1.2.7 Base Services

The Basic Services of the contract consist of the recurring contract requirements and the requirements established by the statement of work and related general and administrative functions. Reimbursable Repairs and Reimbursable Additional Services are requirements outside of Base Services.

C.1.2.8 Building Automation System (BAS)

The system controlling and monitoring mechanical, electrical, plumbing building functions. Also commonly referred to as Energy Management Control System (EMCS)

C.1.2.9 Building Operating Plan (BOP)

A mandatory plan, which the Contractor prepares for District Approval and describes the Contractor's program for operating and maintaining the building, to include both normal circumstances and contingencies.

C.1.2.10 Certificate of Recycling

The recycler's certification of, typically, the total weight of material received on a particular date and confirmation that it was processed in accordance with state and federal regulations.

C.1.2.11 Computerized Maintenance Management System (CMMS)

A CMMS is a database, which the Contractor is, required to purchase, setup, and use to help, automates the Operations, Maintenance & Repairs (OM&R) recordkeeping requirements .

C.1.2.12 Consumables

Consumable parts or components are parts or components, which customarily require regular replacement in a maintenance program, prior to equipment failure. Examples are oil, grease, belts, filters, ballasts, and light tubes.

C.1.2.13 Contractor

As used herein refers to the awardee of this contract.

C.1.2.14 Control System

A Control System is any low voltage control, signaling, communication and monitoring system, including but not limited to device, field and global controllers; instrumentation; networking infrastructure; computers and peripherals; software; programming; database files; and licenses. Examples are the BAS, and lighting control systems. Fire protection systems and security systems are excluded from this definition for purposes of this Contract, and are defined separately.

C.1.2.15 Correction

The elimination of a defect.

C.1.2.16 Deficiency

Any part of a proposal from a contractor or any work performed by a contractor that fails to satisfy the District requirements.

C.1.2.17 Direct Cost

Costs incurred in the actual performance and execution of services (excluding profits and mark-ups).

C.1.2.18 District

The District of Columbia (DC) Government, a municipal corporation. Additionally, the District means all authorized District agencies and their representatives having jurisdiction over the Facility.

C.1.2.19 District Furnished Property

Property in the possession of or directly acquired by the District and subsequently made available to the contractor to use in the performance of the contract.

C.1.2.20 District Quality Assurance

These are the various functions, including inspections, by the District to determine whether a contractor has fulfilled the contract obligations pertaining to cleaning quality and quantity. District Quality Assurance is different from and is not a substitute for contractor Quality Control.

C.1.2.21 Divisions

Divisions, as defined by the Constructions Specifications Institute, are numbered and refer to the subject matter or trade specified below. These master formats are the national standard for construction specifications. Division can also mean a sub department within a District Agency.

Division 1 - General Requirements	Division 9 – Finishes
Division 2 - Site Construction	Division 10 – Specialties
Division 3 - Concrete	Division 11 – Equipment
Division 4 - Masonry	Division 12 – Furnishings
Division 5 - Metals	Division 13 - Special Construction
Division 6 - Woods & Plastics	Division 14 - Conveying Systems
Division 7 - Thermal & Moisture Protection	Division 15 - Mechanical
Division 8 - Doors & Windows	Division 16 – Electrical

C.1.2.22 Drawings

Are the graphic and pictorial portions of the RFP showing design, location, and dimensions of the FACILITIES, generally including plans, notes, elevations, sections, details, schedules and diagrams.

C.1.2.23 Dumbwaiter

A small elevator used for conveying food and dishes from one story of a building to another.

C.1.2.24 Electrical

All building and site systems of the types generally included in Division 16 with the exception of Control Systems, Telecommunication Systems, Security Systems, and equipment owned by a servicing public utility.

C.1.2.25 Elevator

All building systems of the types generally included in Division 14, but not including supporting Electrical and HVAC equipment. For purpose of this contract, the term “Elevator” means all kinds of passenger, freight and service lifts, including dumbwaiters and sidewalk lifts that have mechanical, hydraulic and electrical hoisting machinery.

C.1.2.26 Emergency Callback

A Service Call or other request for service placed outside of Normal Working Hours, and of such a nature, that response cannot wait for the resumption of Normal Working Hours.

C.1.2.27 Environmentally Preferable Products (EPP)

Environmentally preferable products are products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose.

C.1.2.28 Exterior

Entrances, landing, steps, sidewalks, parking areas, facades, moats, and lawns located adjacent to the building and extending to the established property line.

C.1.2.29 Facility

Property for which this solicitation applies and as documented in Section J.1.4, Building Description.

C.1.2.30 Facility Inspection

Scheduled or unannounced but documented inspection of the Facility by the District to monitor level of contractor delivery of janitorial, engineering and related services to Facility.

C.1.2.31 Fire Protection Systems

Systems and equipment installed in the building for the purposes of detecting fires or heat or smoke, alarming occupants of possible fire, activating certain emergency responses in other systems and equipment (e.g., Elevator recall, stairwell pressurization), and suppressing fires. These systems include Electrical, Mechanical, Instrumentation, and Controls components.

C.1.2.32 Furnishings

All equipment of the types generally included in Division 11 and 12.

C.1.2.33 Green Roof

The roof of a facility that is partially or completely covered with vegetation and a growing medium, planted over a waterproofing membrane. It may also include additional layers such as a root barrier and drainage and irrigation systems.

C.1.2.34 Hazardous Materials

Any waste, substances, radiation or materials (whether solids, liquids or gases) that are:

- 1) hazardous, toxic, infectious, explosive, radioactive, carcinogenic or mutagenic;
- 2) 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;
- 3) 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
- 4) 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, the environment or an impediment to working conditions

C.1.2.35 Heating, Ventilation and Air-Conditioning (HVAC)

HVAC includes all systems with the function of providing ventilation or temperature control to building spaces. HVAC equipment is a subset of Mechanical, Electrical and Controls equipment and systems, and intersects the definitions of each of these.

C.1.2.36 Hydraulic

An elevator that sits on a hydraulic plunger that is driven by a pump. The plunger pushes the elevator car up from underneath, similar to a lift in an auto service station.

C.1.2.37 Incident Commander

Constantly manages the situation and has decision making authority at the building or facility as it relates to incident assessment and evacuation determination, never leaving the scene until the danger to the occupants or facility has passed and the building is secure or the Incident Commander has been relieved by the authorities (first responders – fire and police).

C.1.2.38 Indirect Cost

Profit and/or mark-up that is not attributable to the actual performance and execution of services.

C.1.2.39 Initial Deficiency List (IDL)

The Initial Deficiency List (IDL) specifies all building equipment, components, structures deficient in receiving regular PM, resulting in the need for repairs.

C.1.2.40 Inspections

Examining and testing contractor performance of services by the District to determine whether they conform to contract requirements.

C.1.2.41 Landscape Irrigation Systems

Landscape Irrigation Systems include all piping, tubing, hoses, sprinkler heads, valves, sensors and controllers used to water vegetation.

C.1.2.42 Leadership in Energy and Environmental Design (LEED Green Building System™)

Facilities constructed, engineered, and designed under a standard that improves environmental and economic performance of commercial buildings, having advanced industry principles, practices, materials and standards for a sustainable design, in particular LEED ‘Gold’.

This solicitation refers to the facility located at 4058 Minnesota Avenue, NE, Washington, DC 20019, which is LEED “Gold.” In the event of any conflict in any clause, statement, requirement, description, condition, demand or specification contained within this solicitation and/or any subsequent, and/or related attachment(s), and/or addendum(s), the LEED standard shall control and any conflict shall not compromise the LEED standard.

C.1.2.43 LSDBE

A business, which has been certified as a Local, Small, Disadvantaged Business Enterprise (LSDBE) by the Department of Small and Local Business Development.

C.1.2.43 MSDS

Material Safety Data Sheets

C.1.2.44 Mechanical

All Facility and site systems of the types generally included in Division 15, with the exception of equipment owned by a servicing public utility.

C.1.2.45 NBIC

National Board Inspection Code

C.1.2.46 Normal Working Hours

Normal Working Hours as outlined in Section J.1.4 Building Description.

C.1.2.47 Operations

Operations are the continual process of using Facility equipment systems to accomplish their function. Operations includes but is not limited to: analysis of requirements and systems capabilities, programming and operating Controls and Control Systems, responding to Service Calls, Touring and observing equipment performance and condition, adjusting equipment, identifying necessary Maintenance and Repairs to equipment, and maintaining lubrication and chemical treatments.

C.1.2.48 OSHA

Occupational Safety and Health Administration (OSHA). OSHA is the Federal Government agency responsible for providing the rules and regulations on safety and health requirements in the work place.

C.1.2.49 Pest Control

Those measures which are necessary to suppress the population of crawling and flying insects, rats, mice, and any other species which become a pest within or around the Facility.

C.1.2.50 Predictive Maintenance (PdM)

Predictive Maintenance is a program of maintenance activities in which scheduling of maintenance derives from monitoring the operating condition or changes in operating condition of in-service equipment and techniques that help determine the condition of equipment in order to predict when maintenance should be performed, before the equipment ends its useful life; also known as condition-based maintenance.

C.1.2.51 Preventive Maintenance (PM)

Preventive Maintenance is a program of maintenance activities performed on a fixed schedule, or on equipment runtimes, generally in accordance with manufacturers' recommendations with the intent of keeping equipment in reliable operating condition and preventing deterioration.

C.1.2.52 Quality Assurance

Actions taken in order to ensure services meet contract requirements.

C.1.2.53 Quality Control (QC)

Contractor developed and implemented safeguards that ensure quality service is provided to satisfy the requirements of the contract.

C.1.2.54 Quality Service Tenant Survey

Questionnaires completed by occupants with the objective of ascertaining how the customer and Facility tenants rate Contractor performance.

C.1.2.55 Reimbursable Services

Facility or janitorial work performed by the Contractor at the direction of the COTR that is over and above the base contract services. Two categories of this type of service are Reimbursable Repairs and Reimbursable Additional Services.

C.1.2.56 Related Services (Janitorial)

Janitorial services performed on an as needed, quarterly, semi-annual, or annual basis (not performed on a regular daily basis)

C.1.2.57 Repair (Minor)

An act of restoring inoperable, dysfunctional or deteriorated equipment, systems, or material to a fully functional, non-deteriorated state, wherein the cost falls within the deductible threshold and therefore does not require reimbursement from the District. Such a repair usually involves some combination of labor and replacement parts, components or materials.

C.1.2.58 Response Time

The time allowed the Contractor by the District after initial notification to be physically on the premises at the work site, with appropriate tools, equipment and materials, ready to perform the required Work.

C.1.2.59 Scheduled Maintenance

Maintenance or repairs to equipment or systems that occur as a part of the regular preventive maintenance schedules.

C.1.2.60 Security Systems

Security Systems include:

- 1) Systems to detect intrusion into the building or areas of the building, including sensors and camera systems;
- 2) Access control systems, such as automatic card readers for building, room or parking lot access;
- 3) Magnetometers and associated equipment for screening persons entering the building(s);
- 4) Sequence of Operations; and
- 5) The control logic to operate a system normally put into effect through a control program.

C.1.2.61 Security Systems Support

Providing any level of environmental conditioning and power supply to the area(s) in which the systems are housed. Support should not be confused with performing any level of installation, maintenance, or repair of physical equipment or systems.

C.1.2.62 Service Call

A Service Call is a response to a tenant or agency complaint, or a response to an observation that some equipment, system or material covered by the contract is inoperable, dysfunctional or deteriorated, or that performance standards of the contract are not being met. Service Call response involves analysis of the problem, and adjustment of operating or monitoring Controls or other immediate corrective action.

A requirement to perform a Repair may result from the analysis stage of a Service Call. Service Calls may be generated automatically from interfaces to BAS or diagnostic software.

C.1.2.63 Services

Performance, workmanship, and material furnished or utilized in the accomplishment, execution, or resolution of a Service Call.

C.1.2.64 Specifications

The section of a document that contains written requirements outlining the materials, equipment, standards, and workmanship necessary for successful execution.

C.1.2.65 Task Order

A Task Order is a formal direction presented to a Contractor to provide Reimbursable services outside of the base scope.

C.1.2.66 Tenant Equipment Support

Providing any level of environmental conditioning and power supply to the area(s) in which the systems are housed. Support should not be confused with performing any level of installation, maintenance, or repair of physical equipment or systems.

C.1.2.67 Telecommunication Systems

Telecommunication Systems include Facility telephone systems, and specialized agency communication systems.

C.1.2.68 Telecommunication Support

Providing any level of environmental conditioning and power supply to the area(s) in which the systems are housed. Support should not be confused with performing any level of installation, maintenance or repair of physical equipment or systems.

C.1.2.69 Tour

A Tour is either scheduled visits to equipment rooms and installations by operating personnel for the purpose of assuring that equipment is running properly, that equipment rooms are in good order and without any potential hazards.

C.1.2.70 Trash and Debris Disposal

Removal and disposal of trash and debris from the premises on a schedule established by the Contractor and approved by the COTR.

C.1.2.71 Universal Waste (UW)

Hazardous wastes that are generated by a wide array of people that contain mercury, lead, cadmium, copper and other substances hazardous to human and environmental health, Examples of these are batteries, fluorescent tubes, pesticides, aerosol cans and some electronic devices.

C.1.2.72 Unscheduled Maintenance

Maintenance or repairs to equipment or systems that occur as a result of an observation of defect, malfunction, or failure.

C.1.2.73 Utility Hours

Hours of work ordered by the COTR, for tasks not otherwise required as Basic Services under the contract shall be treated as Utility Hours.

C.1.2.74 Utility Systems Support

Ongoing support provided to utility companies while service to utility systems and equipment is being performed.

C.2 BACKGROUND

The Department of Real Estate Services (DRES) Facility Division (FD) is the lead agency in the District and is responsible for the management and maintenance of the District of Columbia real property assets. The Facility Division provides management, maintenance, engineering, and janitorial services for over three hundred (300) owned and leased properties. These include office buildings, warehouses, residential facilities, and vacant schools and properties. As a service providing agency, positive customer service and rapid response and resolution to tenant issues, projects and service requests are paramount to the overall success of DRES' operation. The Statements of Work as outlined in this solicitation is written for the DOES Headquarters which requires full service operations and engineering services commensurate with a Class 'A' service level expectation.

C.3 REQUIREMENTS

C.3.1 Building Operations, Maintenance and Repair

The Contractor shall be fully responsible for providing Operations, Maintenance and Repair (OM&R) services to the facility in an efficient, economical, and reliable manner.

Further, the Contractor shall operate and maintain an acceptable level of performance throughout the term of the contract. An "acceptable level" of maintenance is defined as the level of maintenance, which will preserve the equipment in unimpaired operating condition. That is, above the point where deterioration and/or diminishment of the normal life expectancy of the equipment. The Contractor shall be responsible for performing scheduled and unscheduled maintenance and repairs, as necessary, on a twenty-four (24) hour a day three hundred sixty-five (365) days per year basis, three hundred sixty-six (366) days during leap year, including emergency call back service.

The services, equipment and systems the Contractor shall operate, maintain, and repair include all mechanical, electrical, plumbing, and utility systems installed at the facilities such as:

SECTION	ITEM	DESCRIPTION
C.3.1.1	Electrical & Lighting	Electrical and Lighting services, equipment and systems; including Electrical Testing, Inspection and Maintenance; All electrical switchgear equipment, subsystems and interconnecting systems; including all associated dry and wet transformers.
C.3.1.2	Mechanical	Mechanical systems and equipment, to include HVAC maintenance and repair; humidification equipment and systems; Air-handling, distribution equipment and systems.
C.3.1.3	Fire Protection	Fire Protection systems and equipment including all fire alarm systems, fire extinguisher inspections, and fire sprinkler systems and associated systems;

C.3.1.4	Control Systems	Control Systems controlling all systems which themselves are within the scope;
C.3.1.5	Architectural and Structural	Architectural and Structural systems, fixtures, structures and equipment within the District owned site;
C.3.1.6	Service Call Operation	Service-call desk operations, to include record keeping using the computerized maintenance management system;
C.3.1.7	Elevators, Lift, and Escalators	Maintenance and Repair Services for Elevators, Lifts, Escalators, and related system equipment;
C.3.1.8	Generators and UPS	Maintenance and Repair of Emergency Generators, Uninterrupted Power Source systems (UPS), transformer switching devices, and all associated subsystems and battery systems for the UPS;
C.3.1.9	Oil & Gas Burning Systems	Preventive Maintenance of Oil and Gas Burning Systems;
C.3.1.10	Landscaping and Irrigation	Landscaping Services and Maintenance of Landscape Irrigation Systems;
C.3.1.11	Utility Companies	Request to utility companies to connect and disconnect service as required; provide and document consumption readings.
C.3.1.12	Underground Utilities	All underground utility systems, visible and hidden;
C.3.1.13	Property Inspection	Inspection of Property; Establishing and maintaining property records;
C.3.1.14	Custodial/Janitorial	Custodial and janitorial services to include trash removal, recyclables, collection and removal, window washing, power washing and other cleaning as necessary;
C.3.1.15	Water Treatment	Domestic water treatment, equipment and systems;
C.3.1.16	Signage	Installation, Maintenance and Repair of Building and Common Area Signage;
C.3.1.17	Pest Control	Extermination or Pest Control Services;
C.3.1.18	Plumbing	Maintenance and Repair of Plumbing Systems ; to include sanitary sewage ejection equipment and systems, steam supply service, heating water, chilled water, steam condensate, and condenser water piping and systems;
C.3.1.19	Walls and Flooring	Painting, Plastering, Flooring, Tiling, Carpeting;
C.3.1.20	Locksmith Services	Locks and Keying Services;
C.3.1.21	Snow & Ice	Snow and Ice Removal;
C.3.1.22	Utility Systems Support	Mechanical, electrical and informational support for Utility Systems
C.3.1.23	Security Systems Support	Mechanical and Electrical Support for Security Systems;
C.3.1.24	Telecommunications Systems Support	Mechanical and Electrical Support for Telecommunication Systems;
C.3.1.25	Tenant Equipment Support	Mechanical and Electrical Support for Equipment owned and operated by tenant agencies;
C.3.1.26	EMCS Control Systems	Energy Management Control Systems, including the computers, all associated software, temperature, pressure, and flow contact points and sensors, and all other peripheral components. Upgrade of software or software licenses (to include BAS and CMMS);
C.3.1.27	Repair and Improvement	Services which consist of Operating and Maintenance services and repair and improvement services;
C.3.1.28	Roofing & Storm Drainage	Roofing, Guttering, Glazing, and Storm drainage equipment and systems;
C.3.1.29	Roofing systems	All roofing systems including, systems on the roof associated with the building;
C.3.1.30	Additional Equipment	Additional Equipment within the facility specified herein that are within the control of the District Department of Real Estate Services

		may be added by the contracting officer to the contract scope through negotiation at any time during the term of the contract;
C.3.1.31	Additional OM&R Services	Additional Services may be ordered at the discretion of the District for work relating to the OM&R or upgrade of the Facility, but not covered in the Base Services of the contract, as described herein (See section C.3.99 Reimbursable Services);

C.3.1.32 Exclusions

Except as otherwise specifically provided herein, the following are excluded from the scope:

- a. Furnishings;
- b. Equipment owned by servicing public utilities;
- c. Installation and Maintenance of Security Systems; and
- d. Installation and Maintenance of Telecommunication Systems and Cabling.

C.3.2 Facility and Equipment Requirements

C.3.2.1 General

The Contractor shall provide all supplies and services needed for maintenance and operation of the facility as described herein.

C.3.2.2 Licensing, Bonding, and Screening

The Contractor employees must be licensed and bonded, as required by DCRA or any other applicable law. Additionally, employees of Contractor’s subcontractors who have access to the Facility must pass all screening and background check requirements; this is applicable to any contractor, employee or volunteer.

C.3.2.3 Tools, Equipment, and Materials – Responsibility

The Contractor shall acknowledge receipt of all tools, equipment and materials (as documented on equipment and inventory list in Section J.1.5), in writing to the District, and shall provide routine maintenance of all systems, equipment and materials. Contractor shall be responsible for any damage to the equipment arising from wrongful acts or acts of negligence by the subcontractor or its agents and shall immediately report any such damage to the COTR. Final determination of wrongful acts or acts of negligence shall be made by the District.

C.3.2.4 Tools, Equipment, and Materials – Replacement

The Contractor shall replace broken, damaged, or faulty tools, equipment and materials (as documented on equipment inventory list in Section J.1.5), as soon as possible or as otherwise agreed upon with the COTR. Contractor shall provide temporary service(s) to meet the Facility’s mission readiness (See section C.3.99 Reimbursable Services).

C.3.2.5 Recycling & Waste Management Compliance

In accordance with District law, Contractor shall comply with all recycling and waste management requirements.

C.3.2.6 LEED Leadership in Energy and Environmental Design (LEED) Standard Requirements

In accordance with LEED standard requirements, the Contractor must ensure proper maintenance of relevant building design and construction measures implemented to achieve LEED Certification. These requirements must include a Green Cleaning Plan, Adherence Plan for the Commissioning Systems Manual and Ongoing Building Commissioning, Waste Stream Management (Recycling) and the Contractor must clearly demonstrated experience maintaining facilities that have received USGBC LEED Certification.

C.3.3 Firm Fixed-Price and Reimbursable Building Operations Services

The Contractor shall provide all of the operational, administrative, engineering and janitorial functions necessary for the effective and timely accomplishment of basic and reimbursable contract requirements.

The Contractor shall develop a Building Operational Plan (BOP) to cover all contract functions, including equipment and building inspections. The BOP shall be submitted together with the Proposal. The Contractor shall provide the necessary staff and training to perform management and operational functions, including the planning, scheduling, and allocation of resources.

C.3.3.1 Building Operation Services (Costs Reimbursable)

See Section C.3.99 (Reimbursable Services)

C.3.4 Operating and Maintenance Services, and Repair and Improvement Services

Unless a longer or shorter time period is directed by the COTR, the Contractor shall perform operating and maintenance services repair and improvement services within ten (10) days of approval of the allowable costs.

C.3.5 Emergency Services for Operating and Maintenance, and Repairs and Improvements

The Contractor shall perform emergency services on a twenty-four (24) hour basis, seven (7) days a week. Upon contract award, the Contractor shall have a twenty-four (24) hour telephone number available for the purpose of notification of the need for services that can be performed under emergency basis. The Contractor shall immediately notify the COTR of the need for emergency services for operating and maintenance, and repairs and improvements. Upon approval by the COTR, Contractor is to respond on-site to the emergency within two (2) hours (sufficient and adequate on-site action which mitigates the emergency is required), upon notification or identification of the emergency by the Contractor, unless the COTR and the Contractor agree upon another time period.

C.3.6 Electrical Distribution System, Including Uninterruptible Power System (UPS)

The Contractor shall be responsible for inspecting, testing and maintaining and repairing the building electrical distribution system, such as, but not limited to: UPS, Substations, power transformers, switchgear, control panels, circuit breakers, control relays, and all other associated switchgear components. The inspection of UPS, switchgear and associated equipment is part of the PM program discussed in C.3 and shall be scheduled and included in the annual maintenance schedule.

C.3.7 Preventive Maintenance (PM) Program

The Contractor shall maintain a Preventive Maintenance (PM) program as specified in Section C.3.28.

C.3.8 Deficiency Investigation and Resolution

C.3.8.1 Initial Deficiency List (IDL) submission

The Initial Deficiency List (IDL) specifies all building equipment, components, structures deficient in receiving regular PM, resulting in the need for repairs. The Offerors are responsible for walking through the completed facility post-construction (if applicable) to inspect facility and equipment. Upon initiation of the contract, repairs for any deficiency noted by the contractor and accepted by the District shall be fully reimbursable to the contractor (See Section C.3.99, Reimbursable Services). Any damage or incomplete work shall be noted at this time, or the winning Offeror may be liable for the remedy (i.e., repair or replacement) of the deficiency once the contract is awarded

C.3.8.2 Investigation of Existing Conditions

The Contractor is responsible for the complete inspection of the condition of equipment and systems as well as performing a detailed investigation of the root cause of a failure, defect or malfunction should any be uncovered during the course of the inspection. Such report, which may include remaining items from IDL, shall be submitted to the COTR within sixty (60) days of the contract start date. The Contractor shall advise the COTR of inspections to be performed in the course of this investigation, and invite the COTR to attend such inspections.

C.3.8.3 Correction of Existing Deficiencies

Contractor shall prepare and submit the revised IDL to the COTR within the timeframe specified above.

At a minimum, the revised IDL shall include:

- 1) Name of equipment
- 2) Model number
- 3) Serial number
- 4) Equipment location (floor, room number/name)
- 5) Description of deficiency
- 6) Date deficiency identified
- 7) Repair recommendation

However, regardless of the Initial Deficiency List (IDL), the Contractor shall be responsible for making adjustments or corrections that fall within the scope of Preventive Maintenance required by this contract at no further cost to the District. This includes following all manufacturer recommended PM schedules,

adjusting Controls, programming the BAS, applying lubricants, cleaning fan housings, fans, coils, dampers, AHU sections, equipment rooms and replacing Consumable components.

The District will reimburse the incoming Contractor for all repairs to existing deficiencies pursuant to the following:

- 1) The contractor must submit an estimate to the COTR within fifteen (15) days of contract commencement;
- 2) The CO approves the estimated cost and authorizes the repair;
- 3) The deficiency has been corrected; and
- 4) The Contractor submits an invoice within thirty (30) days of work completion.

C.3.9 [LEFT INTENTIONALY BLANK]

C.3.10 Computerized Maintenance Management System (CMMS), Building Equipment Inventory and Labeling

C.3.10.1 Computerized Maintenance Management System (CMMS)

The purpose of a CMMS is to maintain the management records. The Facility Division of the Department of Real Estate Services currently has in place; a proprietary CMMS titled Facilities Assistance Service Team (FAST). The Contractor shall utilize the District's CMMS to generate ALL aspects of work order tracking and preventative maintenance execution. While the District currently uses FAST, the Contractor shall be required to implement and utilize FAST or any other CMMS that the District may use to replace or supplement FAST. The Contractor shall not resolve verbal requests without having logged the request into "FAST."

The Contractor shall, enter all equipment inventory, PM tasks, and schedules into the CMMS to manage the facility's Operations, Maintenance and Repair functions.

C.3.10.2 CMMS Supplement System

Should there be a need for the Contractor to supplement the District's "FAST"-CMMS with a CMMS for more comprehensive automated management of building systems, it shall be commercially available and typically used for this type of building management, such as MicroMain, WorkSpeed, and Maximo. All site licenses and records shall be issued to the Department of Real Estate Services (DRES).

The Contractor shall, enter all equipment inventory, PM tasks, and schedules into the CMMS to manage the facility's Operations, Maintenance and Repair functions.

C.3.10.3 CMMS Functions

The Contractor shall use the CMMS for all building systems maintenance and service call requests in accordance with the manufacturer's software design capabilities. Such functions include the following:

- 1) work order/service call input, scheduling, tracking, repair and resolution;
- 2) managing equipment inventory;
- 3) managing warranties;
- 4) maintaining equipment history and maintenance and repair cost history; and

- 5) scheduling, and printing work orders;
- 6) scheduling, executing and reporting PM;
- 7) executing and reporting PdM.

The Contractor shall keep the CMMS program current, accurate and accessible to the District at all times.

C.3.10.4 Computerized Equipment Records and Reporting

The Contractor shall be responsible for maintaining CMMS computerized PM records for each piece of equipment listed. The following information must be in the record:

- 1) Equipment number;
- 2) Scheduled maintenance date;
- 3) Maintenance procedure performed;
- 4) Maintenance completion date;
- 5) Identify deficiencies and if and when they were corrected; and
- 6) An explanation why the deficiency was not corrected.

Additionally, the Contractor shall update PM records, and repair history files on a weekly basis. The Contractor shall provide the COTR with a weekly PM Progress Report that indicates exactly which PM was accomplished. The PM Progress Report and all other PM record files/cards shall be kept in an orderly file and available for review by the COTR by close of business on each Monday for the previous week.

C.3.10.5 CMMS File Maintenance

The Contractor shall maintain automated maintenance files, which shall document periodic maintenance accomplished.

The Contractor shall utilize the CMMS system to maintain repair history files, which shall be separate from the maintenance files, to track repair costs in man-hours and materials used. Also, a brief narrative description of the repair performed shall be included to help develop historical trends with building operating equipment. Each time a repair is performed by the Contractor, or subcontractor, the history file must be updated.

The Contractor shall maintain and update all drawings and floor plans in AutoCAD each time a change is made. The Contractor shall supply the necessary hardware and the District shall supply the software.

C.3.10.6 CMMS Data and Licenses

At the direction and approval of the COTR, the Contractor shall merge all data (historical and current) into a single CMMS.

At the end of the contract, the Contractor shall turn over the CMMS site licenses and records to the COTR at no additional cost to the District.

C.3.10.7 General Equipment Inventory & Labeling

The Contractor shall provide all labor, supervision, equipment and materials to inventory and label building operating equipment. Work described herein shall not interfere with functions of the tenants.

C.3.10.8 Inventory and Labeling Work Stoppage

If during the performance of inventory and labeling, DRES requests to stop work, the Contractor shall immediately stop work and reschedule at a time designated by the COTR. Should the District issue a stop work order which results in a financial impact to the Contractor, appropriate remuneration shall be negotiated.

C.3.10.9 Inventory Accuracy

Within the 60 days of contract award, the Contractor shall verify the accuracy of the equipment inventory supplied as indicated in Section J.1.5 and enter all data required in the CMMS. The contractor shall ensure the CMMS is properly maintained, accurate and up-to-date; equipment changes and/or equipment numbers shall be entered as they accrue. The Contractor shall submit to the COTR a monthly updated inventory for review.

C.3.10.10 Discontinued Equipment

Items that no longer exist or are abandoned in place, shall be documented as such on the Equipment Inventory and receive no equipment number or label.

C.3.10.11 Tag Installation

The Contractor shall install identification tags on all equipment inventoried. Tags shall be installed in such a manner that all tags are easily identified and legible. Tags installed above ceilings shall be legible from a stepladder.

The Contractor shall produce all tags in such manner that numbering and information are permanently legible. They shall be stamped with the correct equipment number as indicated in the CMMS and shall include the date of inventory commissioning.

The Contractor shall affix tags permanently to inventory items (air handlers, a/c units). Where applicable, the Contractor shall attach tags using chains or industrial strength adhesive to items that otherwise would be damaged by screwing or drilling (e.g., valves, ductwork, or pipes).

Contractor shall submit samples of tags to be used to COTR for approval prior to installing on inventory items; sample shall be accompanied by signage specifications for each tag. Tag sizes shall be able to accommodate 1/4-inch block letters & numbers. If inventory items have been previously tagged or marked other than above specifications, it shall be the responsibility of the contractor to remove all old identification markings, and install new tags using the correct equipment specifications, as approved by COTR. When painting over old numbers or markings, new paint shall match the existing item paint color. If the equipment currently has a tag on it, the Contractor shall verify the equipment number(s) as

correct, the tag mounting as correct, and that proper equipment information has been recorded in the equipment history file. If duplicate equipment numbers are found, unmarked equipment is located, or several different equipment numbers are found on one item it will be the contractor's responsibility to notify the COTR to resolve the numbering conflict so that the Contractor may properly number said items. If the equipment has EMCS numbers on it, that number will be noted as such.

The tags are to be inconspicuous in areas and places where they are not visible to office workers or general public; Such as fire doors and main entrance doors the tag shall be placed on the side between the hinges next to the door jam and not interfering with the proper operation of the door. This will place the tag out of sight when the door is closed. Instances where the tag cannot be hidden from view, the Contractor shall obtain approval from the COTR prior to installation. For visible Fire Alarms, Fire Extinguishers and Fire Alarm Pull Stations, it is not necessary to duplicate what is already clearly pre-printed by the manufacturer, a tag is not required.

In the event there is equipment that has more than one equipment number associated with it, during the course of the tagging process, the Contractor shall list all appropriate PM equipment numbers.

C.3.11 Contractor Staffing

C.3.11.1 Key Personnel

The key personnel specified below are considered essential to the work being performed under this contract. The list of key personnel along with their complete contact information shall be submitted as a part of the BOP. Prior to diverting any of the specified key personnel to other activities for any reason, the Contractor shall notify, in writing, the COTR at least thirty (30) days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact of such changes on the performance of the contract. The Contractor shall not reassign these key personnel or appoint replacements, without written permission from the COTR.

The Key Personnel, including any on-site supervisor, must be fluent, both spoken and written, in the English language. The Key Personnel shall have worked on similar facilities of similar size and complexity for a minimum of three (3) years. In addition to experience, the Key Personnel shall be fully certified in all LEED Gold Standard Requirements and Services.

The key personnel identified by the Contractor are shown in the table below:

POSITION
Property Operations Manager
Chief Engineer
Custodial Services Manager

C.3.11.2 Qualifications and Skills

The Contractor shall provide the staff level with the associated qualifications required by this contract, and shall not allow its on-site, technically qualified staffing level to drop below a point during Normal Working Hours that hinders satisfactory contract execution. The Contractor's on-site staff must have sufficient authority and skills to perform immediate response to a variety of service calls involving multiple trades and skills. The District will not direct staffing levels beyond the specific experience

requirements outlined in this section. However, should quality assurance checks reveal that the District is not receiving adequate levels of service due to apparent insufficient staffing the District and the Contractor shall meet to obtain the Contractor's plan of action to provide the levels of service required by this contract.

C.3.11.3 Mobile Communication

The on-site technician(s), engineer(s), and the on-site janitorial and administrative supervisor(s), shall maintain local pagers, cell phones (with e-mail capability) and wireless messaging devices to allow contact by the District at all times; the Contractor shall ensure that the mobile service provider's signal strength is adequate for successful communication transmission (data and voice) throughout the Facility or radio communication for use in low signal strength areas within the building shall be used.

C.3.11.4 Contractor Staff Compliance

All persons furnished by the Contractor, including subcontractors, are the sole responsibility of the Contractor. The Contractor shall be responsible for their compliance with all laws, rules, and regulations.

C.3.11.5 Contractor Staff Readiness

The Contractor shall ensure that the building is fully staffed the first day of work under the contract. The Contractor's employees shall be familiar with and able to operate the building fire alarm system and trained on the procedures to follow in the event of fire or other emergency within five (5) days of contract award. The Contractor shall require that all contract employees attend an orientation conducted by the COTR. The orientation will include an explanation of the occupant agency's function and a tour of the building/facility. It will also familiarize contract employees with key client agency personnel and areas of the building/facility requiring special attention.

C.3.11.6 Property Operations Manager

The Contractor shall designate a qualified Property Operations Manager as chief of operations for this contract. The designated Property Operations Manager shall act for the Contractor during the term of the contract and shall reside in an office within the District of Columbia and/or at the Facility listed in Section J.1.4 during Normal Occupant Work Hours, and be available after hours via mobile phone.

Qualifications of the Property Operations Manager

- i. The Property Operations Manager, as identified by the Contractor, shall possess the skills specific to the facility. The operational experience must address all functions identified in the scope of work.
- ii. The Property Operations Manager shall possess general understanding and experience of mechanical, electrical, and utility systems, maintenance and repair, and cleaning functions. The Property Operations Manager must be able to demonstrate that he/she has the capacity to provide positive customer relations skills.

C.3.11.7 Chief Engineer

The Contractor shall designate a qualified Chief Engineer as lead technical person for the engineering services in the Facility, under this contact. The designated Chief Engineer shall act for the Contractor during the term of the contract and shall reside in an office within the Facility during Normal Occupant Work Hours, and be available after hours via mobile phone.

Qualifications of the Chief Engineer

- i. The on-site Chief Engineer shall possess and retain the appropriate District of Columbia Stationary Engineers license as required by the District. The Chief Engineer shall possess the skills specific to the facility. The operational experience must address all functions identified in the scope of work.
- ii. The DOES Building utilizes Johnson Controls Metasys building automated system. The Offeror shall provide documentation the Chief Engineer has a minimum of 3 years operating experience with Metasys system.

C.3.11.8 Custodial Service Manager

The Contractor shall designate a qualified Custodial Services Manager to coordinate and manage all janitorial, trash removal and recycling services in the Facility, under this contact. The designated Custodial Service Manager shall reside in an office within the Facility during Normal Occupant Work Hours, and be available after hours via mobile phone.

Qualifications of the Custodial Service Manager

- i. The supervisor responsible for directing the work to be accomplished under this contract shall possess experience in directing operation and maintenance of a commercial building for custodial services, supervisory control systems and other characteristics of custodial services to be performed and maintained under this contract.

C.3.11.9 Construction Project Manager

The Contractor shall designate a qualified Construction Project Manager to coordinate and manage all construction and tenant reconfiguration projects in the Facility, under this contact. The designated Construction Project Manager shall reside in an office within the District of Columbia and be available to the COTR as needed and during Normal Occupant Work Hours, and be available after hours via mobile phone.

Qualifications of the Construction Project Manager

- i. The Construction Project Manager shall have experience in managing and overseeing construction management projects related to building operation, maintenance and repair, and alterations. The operational experience must address all functions identified in the scope of work.

C.3.11.10 Administrative Personnel

The Contractor shall designate an Administrative Staffer(s) responsible for tenant request implementation and management for this contract. The designated Administrative Staffer(s) shall reside in an office at the Facility during Normal Occupant Work Hours.

Qualifications of the Administrative Personnel

- i. The Administrative Personnel, as identified by the Contractor, shall possess the skills specific to the facility. The operational experience of the Administrative Personnel must demonstrate a level of proficiency to handle all functions identified in the scope of work.
- ii. The Administrative Personnel shall possess general understanding of mechanical, electrical, utility systems, maintenance and repair, and cleaning functions. The Administrative Personnel must possess positive customer service skills, as evidenced by the results of tenant satisfaction surveys and minimal tenant complaints.

C.3.12 Building Operations Requirements

The Contractor shall provide Building Operations services of all systems covered by this contract, so as to maintain utilities services and environmental conditioning of the Facility in order to maintain the readiness and the asset value of the facility and its systems and to minimize operating costs to the District without compromising the Facility's objectives or other contract requirements. Specific requirements identified herein are not intended to provide a comprehensive list of tasks, which may be necessary to meet the general requirements of this contract, and shall not be interpreted as exclusionary. It is the responsibility of the Contractor to include specific operational tasks within their BOP submission. Further, the Contractor shall operate and maintain the Facility to achieve Clean/Cleanliness Quality results and operate and maintain the mechanical, electrical, plumbing and all other building systems as specified herein and/or in accordance with manufacturer specifications. Requirements below are not applicable if the pertinent equipment or systems is excluded from the scope of the contract.

C.3.13 Tenant Environment

Environmental standards, within the range defined by OSHA, and if applicable LEED requirements, must be maintained throughout the term of the contract; the District may also specify the exact temperature within the defined range. Equipment startup must be early enough to fully attain environmental conditions during Normal Working Hours.

If building design does not permit operation to current standards, the Contractor must demonstrate and document their concerns to the COTR and must maintain conditions as close to the modern standards as possible given the existing equipment of the building.

C.3.13.1 Temperature

The most current versions of American National Standards Institute/American Society of Heating, Refrigeration, and Air Conditioning Equipment (ANSI/ASHRAE) Standards 55 and 62 establish temperature, and ventilation standards; the COTR may direct changes to these standards to ensure tenant comfort. The District shall indicate temperature settings for domestic hot water.

C.3.13.2 Lighting

The Contractor shall adjust the lighting levels under the guidance of the COTR.

Target lighting levels are established by 41 CFR 101-20; however, light quality, specific tenant requirements and other individual factors impact requirements. The COTR shall direct any special conditioning requirements (e.g., computer rooms).

Lighting level problems caused by failed lamps, missing lamps or failed ballasts must be corrected promptly by the Contractor; Contractor shall make the proper entries into the CMMS. Immediately following a tenant complaint, the Contractor shall report to the COTR lighting level problems caused by design or tenant location.

C.3.14 Posting Operating Instructions

Where applicable, the Contractor shall develop specific operating instructions and once the COTR approves them, these equipment operating instructions and tour inspection checklists shall be posted next to the equipment in all mechanical rooms, as applicable to equipment in the given room. For major mechanical rooms this may consist of a binder maintained in a conspicuous and accessible location. The operating instructions must correspond with operating instructions of the original equipment manufacturer and the sequence of operations descriptions in the Building Operating Plan, and must correlate with sequences programmed in the BAS.

C.3.15 Tours

C.3.15.1 Frequencies

The Contractor shall Tour major building equipment at set frequencies, but minimally twice per shift. The Tour program shall be described in the Building Operating Plan.

The Contractor shall conduct at a minimum the following tours:

FREQUENCIES	EQUIPMENT
TWICE DAILY	Major HVAC equipment (when in operation) including boilers, chillers, cooling towers, pneumatic control air compressors, and air handler rooms. Fire alarm system control panels. Switchgear/primary electrical equipment rooms; all common areas, publicly accessible areas and exterior areas.
DAILY	Distributed HVAC equipment (package units, external condensers.). Pumps, motors, sewage ejectors.
DAILY	Battery systems (UPS, generators, Transformers.).
MONTHLY	Tenant spaces, including all private pantries, meeting and conference rooms.

C.3.15.2 Log Sheets

At the time of the Tours, the Contractor shall complete the log sheets associated with major operating equipment.

At the commencement of contract performance, the Contractor shall complete the log sheets and establish with design condition numbers (usually in the first column), for reference against actual readings at the time Tours are performed.

The Contractor may, at its own option, elect to not use paper log sheets of readings for equipment monitored and data logged by the BAS if such monitoring and data logging provides a sufficient database for analysis of trends in equipment performance and troubleshooting.

C.3.15.3 Work Orders

The Contractor shall schedule and record Tours as work orders. The Contractor shall enter these work orders in the CMMS.

The Contractor shall complete the respective work order right after the completion of the tour.

The Contractor shall enter all findings noted during the tour as remarks on the work order.

The Contractor shall immediately enter all deficiencies noted as follow-on work orders of appropriate types.

C.3.15.4 Building Tours

The Contractor shall conduct tours which shall involve observing and inspecting operating equipment for proper operation, turning equipment on or off and making minor adjustments to equipment throughout the building. The Contractor shall conduct mechanical tours in the building including common and any special areas identified in the contract. Tours shall occur at least twice per day.

The Contractor shall also inspect common area spaces during these tours and document and correct deficiencies in the same manner. Additionally, on a monthly basis, Contractor shall inspect tenant spaces for deficiencies and correct accordingly.

C.3.15.5 Tour Work Assignment Sheet

The Contractor shall develop and submit as a part of their BOP submission a sample Tour Work Assignment Sheet, which shall describe the work to be performed, or inspections to be made, on each piece of equipment toured.

Documentation of tours shall be submitted to the COTR by COB Friday as a reoccurring report.

The Contractor shall maintain the Tour Work Assignment Sheets in accordance with the specific equipment manufacturers or the best practices of the industry.

C.3.15.6 Operating Logs and Tour Check Sheets

The Contractor shall maintain operating logs at the site of the each piece of equipment located in all mechanical rooms. The Contractor shall adequately record information on the logs in order to track the operating hours and performance history of the equipment. The Contractor shall station all tour check sheets at major points for building Tours (for example, air handler rooms). The Contractor must check when these Tours are performed. The Contractor shall incorporate into the Building Operating Plan all Log forms, Tour check sheets and Operator Assignment sheets.

The Contractor shall maintain tour check sheets which should include different checklist columns on a standard tour check sheet for each frequency.

C.3.15.7 Automated Logs and Check Sheets

The Contractor shall automate operating logs through use of BAS data logging capabilities; this eliminates the need for manual operating logs if the data logs are used to generate reports showing the history and trends in equipment performance. The Contractor is responsible for developing and scheduling any supplemental work or change in equipment maintenance resulting from the BAS trends data analysis. The Contractor shall describe the system of operating logs and tour documentation in the Building Operating Plan.

C.3.15.8 Operational Maintenance and Repair (OM&R) Logs

An O&M log book shall be kept in the chief engineers office indicating what equipment is operational, what equipment is secured, for repair or preventative maintenance, and the weather forecast along with current outside air temperature readings every two (2) hours.

The log shall include temperature readings of all major equipment currently operating. The operator/engineer shall include comments pertaining to building operations during his/her tour of duty and note critical conditions in red ink.

A separate logbook should be kept in the (boiler/chiller) room annotated with readings taken (per manufacturer specifications) every (two) hours.

The logbook shall include a section for comments specific to the operation of the equipment and weather conditions.

All individuals, upon reporting for duty, are to read and initial the logbook from the previous sheet.

C.3.15.9 Leak Testing

The Contractor shall perform leak testing for refrigerants and natural gas in conjunction with tours not less frequently than weekly unless sensors and alarm systems are installed and are performing this function.

C.3.16 Energy and Utilities Management

C.3.16.1 Building Automation Systems (BAS)

The BAS is a computer-based system featuring a microprocessor that starts, stops, and monitors mechanical and electrical systems and their individual components throughout the building.

C.3.16.2 BAS Operation and Maintenance

The Contractor shall be responsible for the purchase and installation (as a reimbursable expense), operation, and maintenance of a Building Automation System. The BAS shall control building systems that provide environmental interior temperatures and humidity to satisfy the requirements in the Facilities. The Contractor may perform necessary maintenance to the BAS or have the required operation, maintenance, and repairs performed by a qualified subcontractor. However, regardless of

how these critical services are performed, the Contractor shall ensure that all personnel involved in such performance of the BAS are qualified as defined above.

The Contractor shall, per manufacturer's specifications, perform maintenance and repairs on the BAS.

The Contractor shall, on a daily basis, monitor and maintain the Facility building mechanical and electrical systems connected to the BAS and shall provide a trained person to operate the systems. This will include surveillance of the building rooms, areas, and mechanical systems for adherence to the environmental temperatures and conditions defined in the Manufacturer's Operational Requirements. The Contractor shall maintain environmental temperatures within the building by performing adjustments to the BAS as required. The Contractor shall be responsible for service call needs for the BAS as determined by the qualified engineer or by an alert from the BAS.

C.3.16.3 Energy Conservation

The Contractor shall operate equipment and systems, maximizing energy efficiency and conservation, without compromising service to or comfort of the tenants, to include making changes in operating sequences or Controls programming which would improve efficiency when such potential improvements are identified by either the Contractor or the District. The contractor shall not unnecessarily set demand peaks or operate equipment when not needed.

C.3.17 Demand Response Programs

The District may participate in any of the available demand response programs or critical peak pricing tariffs administered by utilities. If the District participates in such a program and advises the Contractor of the requirements of such program, the Contractor shall cooperate fully in the implementation of the program. To the extent that such programs might require temporarily compromising tenant environmental conditions, the Contractor shall consult with the COTR, resulting in an approval from the COTR, to determine the range and duration of such compromised conditions.

C.3.18 Safety and Environmental Management – Special Requirements

C.3.18.1 Operating Permits

The Contractor shall be familiar with the requirements of the local operating permit, and at contractors sole cost and expense be responsible for securing operating permits for boilers, generators and other emissions producing equipment regulated by the District and EPA. In the event of fines or penalties levied by the District or EPA, the Contractor shall bear the cost of such fines.

The Building Operating Plan as defined in section C.3.70.1 must describe the specific local operating permit rules that apply to equipment in the building, and summarize the requirements that must be met.

C.3.18.2 Underground Storage Tanks

The Contractor shall supplement maintenance guides for underground storage tanks so as to meet any EPA and District of Columbia requirements for monitoring and maintenance. The Contractor shall inspect the underground storage tanks every six months. The location and size of all known tanks are

provided in the Building Equipment Inventory List, J.1.5. The Contractor shall be responsible for satisfying any applicable EPA and District statutory and regulatory requirements.

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C.3.21 Boiler and Pressure Vessel Operation and Inspection Standards

C.3.21.1 General

Boiler operation and inspections provided by the Contractor shall be in accordance with:

- 1) 1998 ASME Boiler and Pressure Vessel Code;
- 2) National Board Inspection Code; and
- 3) Environmental Protection Agency and local air quality management district requirements.

C.3.21.2 Inspections and Forms

The Contractor shall maintain boiler inspections to include internal and external (operating) inspections and tests described in Chapter 2 “Inspection of Boiler and Pressure Vessels” of The National Board Inspection Code NBIC. The Contractor shall have unfired pressure vessels with design operating pressure in excess of 60 p.s.i. and having a capacity in excess of (fifteen) 15 gallons inspected annually by DCRA inspectors or DCRA authorized third party inspectors and monitored and inspected daily by onsite 3rd Class Engineer, in accordance with DCRA guidelines. The Contractor shall be responsible for coordinating and scheduling annual inspections with DCRA and perform corrections to equipment as cited and required.

C.3.21.3 Preventive Maintenance

The Contractor shall provide annual Preventive Maintenance services for the oil and gas burning systems equipment, in accordance with Section C.3.88.12 of this contract. The Contractor shall also provide the preventive maintenance services for each listed piece of equipment in accordance with the oil and gas burning systems equipment manufacturer’s recommendations and per the Building Officials and Code Administrators Code (BOCA).

C.3.22 Fire Alarm Central Station Monitoring

The Contractor shall maintain lines, transmitters and related equipment and materials, to connect to a UL approved Central Station for fire alarm monitoring, and shall subcontract such monitoring service. The Contractor shall keep all Fire Protection systems and equipment fully functional at all times, except for limited periods for maintenance with the COTR approval.

C.3.23 Fire Protection

The Contractor shall inspect, maintain, and test all fire warning and protection systems, and all other applicable equipment in accordance with the National Fire Protection Association (NFPA) codes and standards.

C.3.23.1 Stock Inventory

The Contractor shall maintain an adequate stock of all operating supplies such as spare sensors, packing, lubricants, rags, cleaners, and batteries, reflective of the number provided as attic stock at the beginning of the contract. All costs associated with PM performed, including anticipated replacement parts and supplies shall be borne by the Contractor.

C.3.23.2 Contractor Readiness

All of the Contractor's employees shall be familiar with the building fire alarm system. The Contractor shall ensure that all employees be trained on the procedures to follow in the event of fire or other emergency including the operation of fire alarms equipment.

C.3.23.3 Testing

The Contractor shall test fire alarm systems outside Normal Working Hours, and otherwise minimize disruption to tenants.

C.3.23.4 Reports

The Contractor shall sign each Inspection, Maintenance, and Testing (ITM) Report certifying that the report is accurate. The Contractor shall keep a copy of all reports in the local office in the building.

The Contractor shall respond to all fire alarm system alarms immediately pursuant to section C.3.94.2 (Emergency Situation Examples and Plan Due Date). The Contractor shall clear all alarms on all panels as quickly as feasible.

C.3.24 Control Systems

C.3.24.1 Maintenance

The Contractor shall maintain all control systems as designed. The Contractor is responsible for the operation of all system hardware, including but not limited to networks, computers, peripheral devices, controllers, sensors, alarms, actuators, transformers, transducers and all other system components. The Contractor is responsible for keeping the BAS functioning, and for reloading software in computers or controllers as necessary. The Contractor is responsible for making set point adjustments as necessary and appropriate. The Contractor will not modify sequences of operation or control programs without prior approval of the District. The Contractor is responsible for upgrading BAS software. The Contractor is responsible for understanding and diagnosing the performance of systems, and therefore is responsible for notifying the District if a sequence of operations or its implementation as a control program is not producing the desired results or is resulting in unnecessary energy use.

C.3.24.2 Notification

The Contractor shall notify the COTR immediately, at least one (1) working day in advance, if sequences of operation, as implemented by control programs, must be overridden for operational

reasons. The Contractor shall restore the BAS program to normal automatic control within five (5) working days unless the COTR provides written permission to keep the sequence overridden for a longer period of time.

C.3.24.3 UPS – Uninterruptible Power Supply

The Contractor shall connect uninterruptible power supplies to all critical control system computers, routers, hubs, switches and controllers that are located in electrical closets, telephone closets and maintenance offices or in accessible locations of mechanical rooms. The battery capacity of the UPS must be sufficient to maintain power to the systems it supports for thirty (30) minutes in the event of an outage. The Contractor shall notify the COTR with a recommended action if such UPS are not in place at the start of performance.

C.3.24.4 Minimum IT Maintenance Standards

The District shall provide IT maintenance standards for all computers networked with Control Systems. The following are some examples of the contractor's responsibilities with regards to current District IT maintenance standards:

- 1) The Contractor shall keep an approved anti-virus software subscription in effect and the software used at all times;
- 2) The Contractor shall follow the District security policy if the network can connect to the outside;
- 3) The Contractor shall obtain and use an approved spy ware protection program;
- 4) The Contractor shall prevent personnel from using the system to load software or connect to the internet for non-business purposes;
- 5) The Contractor shall conduct monthly anti-virus and spy ware scans; and
- 6) The Contractor shall perform disk drive maintenance to include complete system backup and defragmentation on a quarterly basis.

C.3.25 BAS Alarm Response

The Contractor shall treat all BAS alarm notifications as Service Calls, and responded to accordingly.

C.3.26 Water Treatment

C.3.26.1 General

The Contractor shall develop and submit a comprehensive water treatment program to the COTR thirty (30) days after contract start. The Contractor shall ensure that the water treatment program provides equipment, chemicals, and services required to control corrosion, scale, algae, slime and bacterial growth in all HVAC equipment and systems throughout the building. The Contractor shall ensure that the Water Treatment program minimally meets the original equipment manufacturers recommendations. The Contractor shall be responsible for conformity with all pertinent local sanitation district regulations and other environmental regulations. The Contractor shall perform water treatment and provide safety equipment (e.g., emergency eyewash stations) maintained in accordance with OSHA standards.

C.3.26.2 Initial Report and Development of Program

Initial Analysis

The Contractor shall perform a comprehensive initial water treatment analysis (laboratory analysis) to assist in developing the water treatment plan. The Contractor shall submit to the COTR the initial water analysis report on existing water conditions for all water systems fifteen (15) calendar days after the contract start date. The Contractor shall analyze each HVAC water loop, as a minimum: pH, P Alkalinity, Bicarbonates, Carbonates, Hydroxides, M Alkalinity, Total Hardness, Iron, Chloride, Specific Conductance, and Total dissolved solids, Phosphate, and Silica.

Approval

Chemical treatment of any system shall not be started until the Contractor's water treatment program is submitted to and approved by the COTR in writing. However, the Contractor is required to continue with the District's existing water treatment procedures that are in effect at contract start, until such time as the Contractor's proposed water treatment program is accepted by the COTR.

Conditions Report

The Contractor shall generate a water treatment conditions report ("initial report"). Based on this analysis, the Contractor shall use the report to develop a water treatment plan, which shall include daily field tests, monthly laboratory analysis and weekly biocide rotation. The Contractor shall incorporate the initial report and the water treatment plan into the Building Operating Plan.

C.3.26.3 Changes

The Contractor shall submit supplemental reports to identify any changes in the water treatment program as they occur.

C.3.26.4 Water Samples

As required by OSHA, the Contractor or subcontractor shall draw one (1) complete set of water samples from all water systems. The Contractor shall test these water samples by, or under the supervision of, a qualified chemist approved by the COTR. The Contractor shall notify the COTR when such samples are to be taken.

C.3.26.5 Reports

The Contractor shall provide a report containing all pertinent information relative to the conditions found. A copy of the water analysis report shall be submitted to the COTR identifying the chemical residual balances in each system. These balances shall identify in parts per million (PPM), parts per billion (PPB), and other acceptable standards of measurement for all to other relevant system conditions, i.e. pH, conductivity, total dissolved solids, suspended solids, cycles of concentration, and any other relevant system conditions that should be reported by the Contractor in accordance to OSHA guidelines. The report shall also include any adjustments that have been made to the systems to provide necessary corrective actions.

C.3.26.6 Duplicate Samples

The Contractor shall provide a duplicate set of water samples to the COTR, along with the accompanying water analysis report as needed.

C.3.26.7 Coupon Rack

The Contractor shall install a coupon rack, not later than thirty (30) calendar days from submission of the water treatment plan, in all closed loop systems and the condenser water loop, if coupons do not already exist. The Contractor shall describe the minimum quantity of coupons and frequency of inspections in the water treatment plan.

C.3.26.8 Corrosion Coupons

The Contractor shall provide and install metal coupons in each open and closed water system that are part of this contract. Coupons shall be installed to the extent that each metal in each system being treated is represented with a coupon of the same composition of ferrous and non-ferrous materials used in the construction of each of the water system components. The Contractor shall replace the coupons and determine the corrosion rates every sixty (60) calendar days of system operation. The Contractor at no additional cost to the District shall perform any necessary water treatment program adjustments that should be taken (as determined by the coupons measured corrosion rates). This information shall be included with the weekly written system analysis reports at sixty (60) calendar day reporting intervals.

C.3.26.9 Weekly Testing (FIELD TEST)

The Contractor shall perform weekly water field tests for open HVAC loops for pH, TDS, conductivity, corrosion inhibitor concentration, and concentration of biocides. The Contractor shall enter results on a daily basis into the logs and a copy of the records shall be maintained on site.

C.3.26.10 Monthly Testing (LAB ANALYSIS)

The Contractor shall also draw a set of water samples monthly, for all HVAC water loops, which are in active use during that season, for independent lab analysis. The Contractor shall perform all tests as described in the water treatment plan (which shall be incorporated by Contractor into the Building Operating Plan). The Contractor shall employ a qualified laboratory technician to analyze the monthly samples for this purpose. The Contractor shall submit a monthly report to the COTR by the 10th calendar day of each month wherein the report shall contain all pertinent information, relative to the conditions found (to report results from the previous month). The Contractor shall determine all tests to be performed as part of the monthly analysis in the approved water treatment plan.

C.3.26.11 Chemical Usage Logs

The Contractor shall maintain all logs of chemicals on hand and usage. The Contractor shall submit to the COTR a copy of the Material Safety Data Sheet MSDS for all chemical products which will be used on the job site (10) days after the contract award. The Contractor shall maintain copies of updated MSDS sheets on-site in a loose-leaf binder in alphabetical order according to the common name of the chemical product. The information shall be cross-indexed in alphabetical order by chemical names. Additionally, the Contractor shall legibly label all storage containers or cans in which all the chemicals are stored.

- 1) The Contractor shall record the type and amount of chemicals added to each system for all work orders entered for adding chemicals to chemical feeder systems, or for adding chemicals to water.
- 2) The Contractor shall submit all weekly tests on-time; no more than two (2) weekly tests per year are permitted to be late;
- 3) The Contractor shall perform all monthly tests and no more than two (2) are late and not late by more than one (1) week;
- 4) The Contractor shall log all test results;
- 5) The Contractor will be considered to have taken appropriate action when test results indicate problems (adjust feed rates and or repair problem areas);
- 6) The Contractor shall ensure that there is no significant fouling of heat exchange surfaces, or buildup of solids, biological growth, or algae in cooling towers; and
- 7) The Contractor shall ensure that one hundred percent (100%) of the time that legionellia colony counts are kept below the allowable range as established in the water treatment plan.

C.3.26.12 Warranty

The Contractor shall warrant that chemicals used in the performance of this contract will not endanger the health or safety of persons coming into contact with them, and that these chemicals will not harm or damage personal property or real property. The Contractor shall also warrant that all chemicals used in the program will not have any detrimental effect on the metallic, nonmetallic, and wooden materials used in the equipment being treated. Any discharges of chemicals to surface waters or sanitary sewers by the Contractor must be in compliance with current regulations for such discharges as determined and administered by the District of Columbia, the Washington Suburban Sanitary Commission (WSSC), and the Environmental Protection Agency (EPA).

C.3.26.13 Cleaning District Owned Equipment

Where temperatures, pressures, or other operating data indicate that the Contractors scale control program is not adequate resulting from inspection report data, equipment readings, and equipment malfunctions, the Contractor shall clean the District's affected equipment immediately, check the water treatment for accuracy, and thereafter maintain temperatures, pressures, and other pertinent factors within the design limits specified by the manufacturer of the District's equipment.

C.3.26.14 Water Treatment Program Monitoring

The Contractor shall monitor relevant conditions of all water systems on a continuous basis by using a microprocessor.

C.3.26.14.1 Hardware and Software

The Contractor shall provide and install all necessary hardware and software to provide a continuous information database.

C.3.26.14.2 Data Collection

The Contractor shall ensure that data gathered by the microprocessor shall include the chemical treatment drum levels, water conductivity, water temperatures, water flow rates, system pH, cycles of concentration, total dissolved solids, gallons of makeup water added to each system that is in service.

The Contractor shall ensure that this information is recorded and stored in the microprocessor memory on an hourly basis.

C.3.26.14.3 Inspection and Reporting

The Contractor shall identify water system(s) conditions that indicate improper or out-of specification conditions. The Contractor shall check alarm status every two (2) hours via telephone modem. The Contractor shall correct all alarmed conditions to ensure proper chemical treatment levels are maintained by performing a site visit within twenty-four (24) hours of receiving the alarm indication, and shall take appropriate corrective actions to return the system to normal conditions. The Contractor shall keep on file a hard copy report of the microprocessor; continuous monitoring, corrective actions taken, and any other information on system conditions and also make this information available to the COTR by the close of business each Monday, for the previous week.

C.3.27 Maintenance

The Contractor is responsible for performing Maintenance on all building equipment and systems to keep the facility functioning per the design intent. The Contractor shall utilize the CMMS to maintain the management records for all work orders, maintenance, PM, and PdM. The Facility Division of the Department of Real Estate Services currently has in place, a proprietary CMMS (Facilities Assistance Service Team - FAST). The Contractor must follow the Preventive Maintenance program, as described herein, under Section C.3.10 as it relates to the CMMS.

Specific requirements identified herein are not a comprehensive list of tasks that may be necessary to meet the general requirement, and shall not be interpreted as exclusionary.

In the event the District approves Contractor's proposed Predictive Maintenance program, the Contractor shall share any cost advantages realized by the Contractor as a result of cost engineering with the District.

C.3.28 Preventive Maintenance (PM) Standard

The Contractor shall maintain all equipment and systems at acceptable levels of operating efficiency to ensure that the facility is operated in an efficient manner. The Contractor shall maintain all equipment listed in the contract in accordance with one or both of the following methods:

- 1) Manufacturer's recommendations
- 2) PM guides developed by the Contractor (which must be submitted to and approved by the COTR)

In addition to the above methods, the PM program shall also include: periodic inspection; testing; cleaning; lubrication; adjustment; filter cleaning and replacement; and furnishing the necessary parts and labor to accomplish repairs to keep the equipment and systems in an acceptable level of operating condition.

C.3.28.1 General

The Contractor shall propose Preventive or Predictive Maintenance standards and schedules for all equipment when any of the following factors apply:

- 1) the equipment normally requires periodic replacement of Consumable components;
- 2) normally requires periodic or occasional cleaning;
- 3) has moving parts;
- 4) is prone to failure of major components before overall obsolescence of the system which it serves;
- 5) is of a type itemized in the Public Buildings Maintenance Guides and Time Standards ("PBS standards") or NETA Maintenance Testing Specifications; and/or
- 6) require Preventive or Predictive Maintenance in accordance with any other provision of this Contract.

C.3.28.2 Reporting Requirements

The Contractor shall prepare and submit to the COTR a monthly report detailing the Preventive Maintenance performed on each piece of equipment by type, equipment number, and location.

Preventive Maintenance performed should be in accordance with the Annual Preventive Maintenance Schedule. In addition, the Contractor shall submit a consolidated report encompassing all services provided under this contract to the COTR within five (5) workdays after the end of each month. This report shall include type of service, e.g, Preventive Maintenance, service call, maintenance repair, emergency callback, overtime, and additional services; description of work and the number of hours expended.

C.3.28.3 PM Cycles Greater than Twelve (12) Months

The Contractor shall keep a separate record of any building equipment or systems with a PM cycle greater than twelve (12) months (defined by the contract period: base year and each option year). This record shall be submitted 90 days before the expiration of each option year including estimates of work to be performed.

C.3.28.4 Contractor Verified Building Inventory

As part of the PM program requirements the Contractor shall verify the accuracy of the District inventory listed and correct all discrepancies found, including quantity, type, manufacturer, and exact location of all equipment. Contractor shall submit report within 30-days of contract award.

C.3.28.5 Labeling of Building Operating Equipment

The Contractor shall correctly classify and label all equipment in the facility. Contractor shall also verify that all equipment on the inventory list is correctly classified and labeled. The labeling system procedures shall follow existing DRES methods as described in Section C.3.10.2 All verification of labeling, including any additional labeling, shall be completed by the Contractor not later sixty (60)

calendar days after contract start work date and provide written notification to the COTR when labeling is completed.

The District will reimburse the incoming Contractor for all labeling deficiencies pursuant to the following:

- 1) The Contractor must submit an estimate to the COTR within fifteen (15) days of the contract commencement;
- 2) The CO approves the estimated cost and authorizes the repair;
- 3) The deficiency has been corrected; and
- 4) The Contractor submits an invoice within thirty (30) days of work completion.

C.3.28.6 Annual PM Schedule

The Contractor shall submit an annual schedule for the accomplishment of all PM to the COTR not later than ten (10) days after contract start work date.

C.3.28.7 Opening or Dismantling Equipment

The Contractor shall notify the COTR in writing seventy-two (72) hours in advance (and acknowledge receipt of such notification to the Contractor) when maintenance or repair work is to be done which requires opening or dismantling of equipment. Such equipment will include, but shall not be limited to: generators, pumps, refrigeration units, condensers, evaporators, hoist motors, motor generator sets, elevators, and any other equipment as determined by the COTR. The COTR, or designated representatives, may inspect the equipment before, during, and after Contractor work is performed.

C.3.28.8 Exception – Minimum Standards

Except where other standards are identified herein, the Contractor shall perform scheduled Preventive Maintenance using as a minimum, industry best practices, standards and frequencies as well as the standards and frequencies recommended by the manufacturer.

C.3.28.9 Preventive Replaced by Predictive

Scheduled Preventive Maintenance for specific equipment may be replaced in whole or in part by Predictive Maintenance, with the approval of the COTR, when sufficient condition monitoring capability is in place.

C.3.28.10 Electrical PM

The Contractor shall ensure that the electrical maintenance conforms to the frequencies and tasks described in the International Electrical Testing Association (NETA) Maintenance Testing Specifications for Electrical Power Distribution Equipment and Systems ("NETA Maintenance Testing Specifications"), (version in effect at time of issue of solicitation). The Contractor understands and agrees that the NETA Maintenance Testing Specifications are a mandatory standard; any deviations

must be explained and approved by the COTR. The Contractor shall not use the PBS standards for electrical testing and maintenance.

C.3.29 Submittal of Proposed Maintenance Program

As a part of the Building Operating Plan, the Contractor shall submit PM guides, frequencies and schedule, and any Predictive Maintenance methodologies. Also as a part of the BOP, the Contractor shall indicate the frequency the PM will be performed and shall provide a description of the work to be done for each maintenance item identified.

The Contractor shall indicate explicitly in cases where the Contractor proposes to deviate from industry best practices, standards, and frequencies. In cases where the Contractor proposes an alternative frequency or guide, the Contractor shall clearly identify and explain this alternative. The COTR must approve the technical rationale of any alternative prior to it becoming effective. The COTR has full authority to accept or reject any alternative and to direct the Contractor to follow industry best practices, standards, and frequencies or the procedures listed in the equipment O&M documentation. The Contractor shall ensure that the maintenance schedule must continue from the existing maintenance schedule so as not to create gaps in performance of maintenance. The Contractor shall ensure that all Predictive Maintenance descriptions, if applicable, describe method of base-lining equipment performance, data to be measured, frequency and methods of measurement, and methods of determining when maintenance or Repair is necessary.

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C.3.31 Backflow Prevention Devices

The Contractor shall be responsible for maintenance of all existing backflow prevention devices, as well as obtaining applicable certifications of backflow prevention devices as prescribed by District of Columbia laws, ordinances, and regulations, and the requirements of the DC Water and Sewer Authority (WASA).

C.3.32 Drain Traps

The Contractor shall ensure that water is maintained in all indoor drain traps so that they do not dry out and prevent odors and gases from entering Facility through the drain system. In areas where there is not regular spillage through drains, Contractor must add a small amount of mineral oil to the water to prevent drying out. Contractor may also propose use of trap primers where appropriate.

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C.3.36 Electrical Inspection, Testing and Maintenance

C.3.36.1 Inspection

The Contractor shall perform electrical inspection, testing and maintenance in accordance with the most recent National Electrical Testing Association NETA provisions approved by DCRA.

C.3.36.2 Testing

The Contractor shall test and maintain all equipment of the types indicated in the NETA Maintenance Testing Specifications in accordance with the NETA standards.

C.3.36.3 Frequencies

The Contractor shall maintain the frequencies of inspection, testing and maintenance to be not less than the frequencies recommended by NETA standards.

C.3.36.4 Perform Service – NETA

The Contractor shall retain a NETA member firm to perform service when service is required.

C.3.36.5 Report of Inspection

The Contractor shall submit to the COTR a comprehensive report of inspection and testing findings conforming to the NETA standard for the "Test Report" within ten (10) working days of completion of inspection and testing.

C.3.36.6 Replace or Upgrade

The Contractor agrees and understands that recommendations in the report to replace or upgrade electrical equipment shall not generate liability for Repairs to the Contractor, unless the District determines deterioration of equipment is caused by maintenance or operational errors or omissions by the Contractor.

C.3.36.7 Supplemental Guidance

The Contractor shall use the supplemental standard NFPA 70B, where supplemental guidance is necessary or for equipment or conditions not adequately described in the NETA Maintenance Testing Specifications.

C.3.36.8 Thermographic Scanning of Electrical Equipment

The Contractor shall perform thermographic scanning of all electrical breakers (including distribution panels), switchgear, and motor control centers and other applicable electrical equipment not less frequently than every two years. If thermographic scan has not been performed within the past two (2)

years, Contractor must perform this within the first six (6) months of the base year of performance under this Contract. The Contractor must perform the thermographic scan while equipment is loaded, and appropriate safety precautions must be taken.

C.3.36.9 Reporting

The Contractor must submit a letter report with infrared photographs of equipment scanned within ten (10) working days of completion of the scan.

C.3.37 Pump Alignment

Within the first year of performance under this Contract, and at least every two (2) years thereafter, the Contractor shall measure pump alignment using proper instrumentation, and shall correct misalignments. The Contractor shall submit a letter report within five (5) working days of completion of work. The Contractor on the Facility site shall maintain a history of all measurements of alignment.

C.3.38 Maintenance of Emergency Generators

The Contractor shall test and maintain electrical equipment associated with emergency generators in accordance with the NETA Maintenance Testing Specifications and shall comply with the National Fire Protection Association (NFPA) 110 for a Level 1 Emergency Power Supply System (EPSS). The Contractor shall perform all testing of the emergency generator and emergency distribution system per the methods stated in this section as well as section C.3.86.

C.3.38.1 Weekly & Monthly Testing Requirements

The Contractor shall conduct start/run tests without interruption of the facility. The Contractor shall test run the emergency generator for one (1) hour each week, without load, and shall test run the emergency generator under full load, conditions for one (1) hour each month. The Contractor shall also test all associated switches, timers and automatic functions during each generator testing.

C.3.38.2 Annual Testing Requirements

The Contractor shall annually conduct a test of the emergency generators and the entire emergency distribution system by interrupting power to the facility. The Contractor shall coordinate the timing of this test with the COTR and shall perform the test at the time of day requested by the District.

C.3.38.3 Reporting Requirements

The Contractor shall record results of all test information in a log. Times for testing the emergency generator shall be approved, in advance, by the COTR. Emergency generator testing may be required before or after normal working hours, Holidays or weekends. If the COTR requires testing to be done at these times, the Contractor must perform them at no additional cost to the District. Test results shall be provided to the COTR immediately within 5 days of testing.

C.3.38.4 Lubricants, Preservatives, and Cleaning Materials

The Contractor shall use all lubricants, oils, greases, preservatives, and cleaning materials that are of the type and grade as recommended by the respective equipment manufacturer.

C.3.38.5 Fuel

The Contractor shall supply diesel or other fuel for generator operation and ensure it is topped off at all times. The Contractor shall check and maintain fuel and fluid levels per manufactures PM recommendations.

C.3.39 Recalibration of Gauges, Pneumatic Systems and Electronic Sensors

C.3.39.1 Analog Gauges

The Contractor shall recalibrate all analog gauges in HVAC systems, no less frequently that annually.

C.3.39.2 Pneumatic Control Systems

The Contractor shall recalibrate Pneumatic Control Systems and subsystems not less frequently than semiannually.

C.3.39.3 Electronic Sensors

The Contractor shall recalibrate electronic sensors associated with the building automation system annually, or within seven (7) days after an issue arises with the sensors. The Contractor shall replace or recalibrate all electronic sensors in accordance with in accordance with manufacturer specifications.

C.3.39.4 Record Maintenance

The Contractor shall maintain a record of calibrations pertaining to this facility within the CMMS.

C.3.40 Terminal Boxes

In the case of facilities with 24/7 operations, the Contractor agrees not to maintain air distribution terminal boxes (e.g., VAV boxes, mixing boxes.) on a fixed preventive maintenance schedule due to the disruption this can cause tenants, if the BAS is adequate to monitor and trend box performance, unless fan-powered. If there is such a BAS, the Contractor shall base the terminal box maintenance on developing an acceptable protocol for monitoring box performance, and performing Repairs when needed. As a part of Contractor's BOP submission, the Contractor shall include the proposed protocol.

Contractor shall perform maintenance and cleaning of terminal boxes whether identified by the BAS or by visual inspection.

The Contractor must maintain and access fan-powered terminal boxes, to include changing any filters, no less frequently than semi-annually.

C.3.41 Lamps and Ballasts

C.3.41.1 Lamp Replacement

The Contractor shall replace failed fluorescent lamps with new lamps of the same temperature color, and a Color Rendering Index (CRI) of at least eighty-five (85).

C.3.41.2 Ballast Replacement

The Contractor shall replace failed ballasts with new ballasts with a ballast factor of 0.77 or less.

C.3.41.3 Handling and Storage

Contractor shall safely handle, store, and manage fluorescent lamps and broken lamps in accordance to Federal and local laws.

C.3.41.4 Recycling

Contractor shall recycle all lamps through a dedicated pick-up, a mail-in program, a milk-run or plan for self-transport. Contractor shall obtain a "Certificate of Recycling" from hauler. Contractor shall maintain said certificate on file to document disposal in accordance with the Universal Waste Rule.

C.3.42 Architectural and Structural Maintenance and Repairs

The Contractor shall perform maintenance and Repair of the Architectural and Structural systems under Section C.3.3.1

Upon approval by the District, the Contractor shall provide additional services for Architectural and Structural maintenance and Repair work in accordance with the additional service provisions established in Section C.3.99.2 Reimbursable Additional Services.

C.3.43 Locksmith Services

- 1) Unless otherwise stipulated in Section J,1.4 Building Description, Contractor shall furnish locksmith services for routine (normal wear and tear) installation and removal of lock-sets and tumblers, duplication of keys, repair of defective locksets, opening doors in the event of lost keys, and changing lock combinations (including cipher combination locks).
- 2) The District shall provide a "key cabinet" on site located in either the Security Office or the Building Manager's Office.

C.3.43.1 Lost Keys

If a Contractor's employee loses a key(s), the Contractor shall be responsible for changing or re-tumbling all affected locks, and shall provide the appropriate keys to the COTR. In the event that a master key(s) in the Contractor's possession is lost or duplicated, the Contractor shall replace all locks and keys for that system at the Contractor's expense and the Contractor shall provide new keys to the COTR. The Contractor shall ensure that all new locks fit existing master key(s) systems and be pinned

to fit existing keys for the locks being replaced, except when master keys are lost as previously described in this paragraph.

C.3.43.2 Frequency

The Contractor shall perform all requests under this category regardless of the number and frequency of requests.

C.3.43.3 Reimbursable Services Component

See Section C.3.99.11 (Reimbursable Locksmith Services)

C.3.44 Maintenance Painting

C.3.44.1 Repair and Maintenance Touch-up

The Contractor shall perform touch-up painting to the interior and exterior of the Facility as required in the accomplishment of maintenance and Repair Work.

C.3.44.2 High Traffic and Common Area Touch-up

The Contractor shall also be responsible for routine touch-up painting (including spackling and sanding) in high traffic common areas of the Facility in order to maintain streak, smudge, and damage free surfaces, at no additional cost to the District.

C.3.44.3 Reimbursable Services Component

See Section C.3.99.12 (Reimbursable Maintenance Painting)

C.3.45 Doors and Ramps

The Contractor shall maintain in a safe, usable and well-maintained condition doors such as roll up doors, revolving doors, sliding or swinging doors, and adjustable loading ramps (power or manually operated).

C.3.46 Interior Signage and Directories

The Contractor shall provide all necessary labor and materials to install, change, maintain, repair and replace wall and door mounted identification plaques and signs and numbers; or coordinate such with selected vendor. Repair or replacement of wall and door signage shall match exactly what is currently in use throughout the building. This requirement shall also include maintaining and changing the information displayed in the building lobby directories and way finding systems. Excluded from this requirement is signage for interior l occupant spaces (e.g. individual offices, cubicles, private conference rooms and pantries). Should room numbers and any other narrative room identification signage require replacing or altering due to changes in the building population or area use, such signage changes including the lobby personnel and location directory information, are the Contractor's responsibility to perform. The Contractor shall maintain or have access to a sufficient inventory to accomplish all

signage requirements within 5 (five) working days after notification is given by the COTR or approved work order is submitted.

C.3.47 Roof Inspections

The Contractor shall perform semiannual roof inspections in accordance with Public Buildings Maintenance Guides and Time Standards (January 1995), and the stricter instructions provided by the manufacturer. The Contractor shall develop and provide to the COTR a written report in accordance with manufacturer specifications, based on type of roof or roofing system, no later than ten (10) working days after the roof inspection. The Contractor shall take all steps to protect and maintain the roof warranty. The Contractor is responsible for minor patches or flashing repairs pursuant to the repair provisions in sections C.3.56 Repairs and C.3.59 Repair Classifications.

C.3.48 Scaffolding

The Contractor shall erect all scaffolding on the job in accordance with the requirements of 29 CFR 1926.451. For scaffolding over two sections high, the Contractor will develop an engineer certified scaffold erection plan to be delivered to and approved by the COTR prior to set up. Once in place, the Contractor will ensure that the scaffold will be inspected prior to use, daily thereafter, and documented in writing by Contractor's qualified personnel on duty. The Contractor will also inspect the scaffold anchor points prior to use, daily thereafter, and shall be documented in writing by Contractor's assigned safety officer. The Contractor will provide weekly reports to the COTR for inclusion in the contract record. For the purpose of re-lamping the main foyer, the Contractor shall demonstrate they have the necessary equipment to annually or as needed to re-lamp 25 feet or above.

C.3.49 Hazardous Materials Plan

As a part of Contractor's BOP submission, the Contractor shall develop and submit a hazardous materials plan of action which shall contain the following:

- 1) Identification of possible hazards, problems, and proposed control mechanisms;
- 2) Description of how applicable safety and health regulation and standards are to be met;
- 3) Protection of public or others not related to the operation;
- 4) Number, type, specialized training completed and experience of employees to be used for the Work;
- 5) Type of protective equipment and Work procedure to be used;
- 6) Material Safety Data Sheets (MSDS) and procedures for using, disposing of, or storing the toxic and hazardous materials (see 29 CFR 1910.1200);
- 7) Emergency procedures for accidental spills or explosions;
- 8) Interfacing and control of subcontractors, if any;
- 9) Identifications of any required analyses test demonstrations and validation requirements; and
- 10) Methods of certification for compliance.

C.3.50 Hazardous Material Inventory

The Contractor shall submit an inventory of all hazardous materials and chemicals intended for use at the Facilities to the COTR for approval fifteen (15) days after the contract start date.

C.3.50.1 Contractor's Inventory

The Contractor's inventory of hazardous materials shall be listed on a Hazardous Materials Inventory Sheet provided by the Contractor. The Contractor shall not use materials or chemicals unacceptable to the District and shall provide alternatives approved by the COTR.

C.3.50.2 Inventory Changes

The Contractor shall immediately notify the COTR, in writing, of any change in the Hazardous Materials Inventory after the list has been approved by the COTR. The Contractor shall obtain written approval from the COTR prior to using any new or substitute chemical or product.

C.3.50.3 Compliance with the Law

The Contractor shall in no way use materials and chemicals in a way that threatens the health or safety of District employees or disrupt tenant agency operations due to undesirable odors or fumes. 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. The Contractor shall be charged the cost, in the event of fines or penalties levied by the EPA or an Air Quality Management Authority.

C.3.50.4 Hazmats

Those most commonly encountered can include pesticides, cleaning agents, paints, adhesives, strippers, solvents, asbestos, polychlorinated biphenyl's (PCB's), explosives and radioactive material, but may include others.

The most likely products to contain asbestos are sprayed-on fireproofing, insulation, boiler lagging, pipe covering and likely products to contain PCB's are transformers, capacitors, voltage regulators, fluorescent light ballast's and oil switches.

C.3.50.5 Asbestos

The facility under this contract may contain asbestos. The Contractor is warned not to disturb asbestos material during the performance of the work. Any disturbance shall be the responsibility of the Contractor and the Contractor shall be liable to abate at their own expense and in accordance with all Environmental Protection Agency (EPA) and other Federal and District Rules and Regulations.

Upon discovery of any asbestos, the Contractor shall immediately notify the Contracting Officer's Technical Representative (COTR) in writing. The COTR shall initiate appropriate action to either abate the asbestos or encapsulate it so that it would be safe to work in the affected areas.

C.3.50.6 Refrigerants Considered Hazardous

Control of hazardous materials include storage, use and disposal of refrigerants containing Chlorofluorocarbons, CFC Class I substances, and Hydro chlorofluorocarbons, HCFC Class II substances, used for mechanical cooling systems. The Contractor is responsible for obtaining copies of and complying with all provisions of the Environmental Protection Agency's (EPA) Clean Air Act of

1990. This also includes complying with all other Federal Environmental Protection Agency (EPA), State, and City of Washington DC laws in effect now and those that become effective during the term of this contract, pertaining to the storage, use and disposal of refrigerants containing CFC's and HCFC's.

C.3.50.6.1 Technician Certification

The Contractor is also responsible for ensuring that all employees who handle refrigerants containing CFC's or HCFC's, meet EPA refrigerant certification levels .

C.3.50. 6.2 Refrigerant Log

In addition, the Contractor shall develop and complete a Refrigerant Accountability Log Sheet after finishing each individual PM procedure or maintenance repair where CFC or HCFC refrigerants are disposed of, added, or removed.

C.3.50.7 Providing Escorts for Surveys

The Contractor shall be responsible for escorting District inspectors or third party Safety and Environmental Management contractors retained by the District who may conduct periodic hazardous material inventory surveys in the Facility.

C.3.50.8 File Maintenance, Service Calls, and Repairs

The Contractor shall be responsible for maintaining files in the following formats: electronic, hard copy, and within the CMMS, during the life of this contract, which shall include a copy of any District survey performed where the Contractor was provided a copy thereof. The Contractor may be issued service calls and maintenance repairs as a result of these surveys. When service calls or maintenance repairs are required to correct deficiencies found during these hazardous material inventory surveys, the Contractor shall respond to such calls or perform such repairs as part of the basic contract services with no additional cost to the District.

C.3.50.9 Additional Obligation

In addition to the Standard Contract Provision on Indemnification, the Contractor may be charged the cost, in the event of fines or penalties levied by the EPA or an Air Quality Management Authority. NOTE: For the purpose of this section the words materials and chemicals are interchangeable.

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C.3.53 Service Calls and Repairs

The Contractor shall respond to Service Call requests made by the COTR and shall perform Repairs when deficiencies are documented or reported to the Contractor.

C.3.53.1 Electronic Entry

The Contractor shall utilize the District's "FAST" system as defined and described in section C.3.10. The "FAST" service call system will allow District personnel to electronically record and request services in order for Contractor to address and resolve deficiencies and troubles.

C.3.53.2 Telephony Entry

In addition to working within the "FAST" system, the Contractor must also create and maintain a means of receiving work order requests during Normal Facility Hours (and after hours for emergencies) through use of a telephone-tenant request line. Requests for service received through the tenant request line shall be entered into the "FAST" system and resolved accordingly. The Contractor shall enter into the "FAST" system all requests for service received through the tenant request line and Contractor shall resolve each request accordingly.

C.3.53.3 Records Maintenance

The Contractor shall maintain records of Service Calls and Repairs performed. Should the Contractor utilize a supplemental CMMS as described in section C.3.10, the Contractor shall include the following minimum requirements in documenting all service calls:

- a) Complaint, date, time, location and name of complainant.
- b) Verification of the complaint (such as actual temperature, was airflow more or less than design).
- c) What corrections, if any, were performed to resolve the complaint? The date and actual time to complete the service call along with materials used.
- d) The work order for each Service Call or Repair shall be put into a "complete" status on the CMMS within one working day of completion of work. Time and materials shall be recorded on each work order before the work order is put into a "closed" status. Responsibility for putting work orders into "closed" status (e.g., whether performed by the Contractor or the District) is subject to local Facility procedures; the COTR will direct the procedure to be followed.
- e) The Contractor shall obtain complainant's acknowledgement that each complaint is closed out.

C.3.54 Emergency Call Back

The Contractor will not be reimbursed for facility related Service Calls or Repairs, which require a technician to return after Normal Working Hours, as Emergency Callbacks.

C.3.54.1 Pricing

The Contractor shall include all Repairs performed as Emergency Callbacks in the Contractor's bid and priced the same as other Repairs. The District will pay for repairs associated with the emergency in accordance with the terms of the reimbursable services component of this contract. See Section C.3.99 (Reimbursable Services)

- a) An act of God or something other than an equipment failure caused the emergency; where the COTR determines that the Contractor did everything in their power to prevent any catastrophic failure. Such type of Callback may be reimbursable if approved by the Contracting Officer.

C.3.54.2 Reimbursement Exceptions

See Section C.3.99.13A

C.3.55 Service Calls

The Contractor is responsible for responding to and performing Service Calls, and initiating Minor Repairs or Reimbursable Repairs, defined in section C.3.99.1 as determined necessary, following procedures described herein. If Reimbursable Repairs, as defined herein, are needed to correct the condition, the Contractor shall immediately notify the COTR; if the COTR directs that Contractor to precede with the Reimbursable Repairs the Contractor shall do so without delay.

C.3.56 Repairs

The Contractor shall provide labor, and equipment to perform all Repairs, to the Facility interior and exterior including, but not limited to: exterior walls, roofs and roofing systems, flashing, skylights, chimneys, ventilators and other items that pierce the roof, gutters, downspouts, splash blocks, overhangs, windows, doors, door-locks, door hinges, sidewalks, driveways, building moat drainage areas, snow melting systems, access roads, road and sidewalk curbing, parking areas and parking lot and garages, patios, interior walls, columns, floor coverings, concrete floors, hardwood flooring, carpeting, ceramic tile, interior and exterior stairways, ceiling tiles and ceiling structure systems, Venetian blinds and shades, windows and all bathroom, and kitchen plumbing and fixtures.

C.3.57 Level of Maintenance & Subsequent Repairs

The Contractor's maintenance level shall ensure that the Facility and property are free of missing components or defects that could affect the safety, appearance, or intended use of the Facility, or could prevent any electrical, mechanical, plumbing, utility, or structural system from functioning in accordance with its intended design. If during the course of maintenance necessary repairs are identified, the Contractor shall perform the following.

C.3.57.1 Repair Work & Touch-Ups

Contractor must complete repair work, including touch-up painting and operational performance checkouts of systems or system components. The Contractor's quality of work must ensure that repaired areas are fully compatible with and match adjacent surfaces or equipment.

C.3.57.2 Replacements

All of Contractor's replacement items shall match existing in dimensions, materials, quality of work, finish, color, design, and performance. During all stages of work, the Contractor shall not allow the debris to spread into adjacent areas or accumulate in the work area.

C.3.57.3 Surface Protection

The Contractor must protect all surrounding surfaces, e.g., carpet, marble, and all other surfaces to avoid stains, scratches, tears, or any other damage.

C.3.57.4 Trash & Debris Removal

The Contractor must remove all such debris, excess material, and parts at the end of each day while work is in progress. Upon work completion, the Contractor shall remove all stains and other unsightly marks.

C.3.58 Contact and Response Time Requirements

C.3.58.1 Contact Person(s)

The District must be able to contact the on-site technician, or another representative of the Contractor, twenty-four (24) hours per day, and seven (7) days per week.

C.3.58.2 Service Call Response Time

The Contractor shall respond to Service Calls during Normal Working Hours within thirty (30) minutes of receipt of the Service Call, and shall complete any necessary Minor Repairs as soon as possible but not more than forty-eight (48) hours or as approved by the COTR.

C.3.58.3 Emergency Callback Response Time

The Contractor shall respond to Emergency Callbacks within fifteen (15) minutes of receipt of a call and any additional support shall be onsite within two (2) hours.

C.3.59 Repair Classifications

The Contractor shall perform Minor and Reimbursable Repairs (See Section C.3.99) as described herein. The Contractor shall submit itemized bills for all repair work, including but not limited to, receipts, parts & material costs and direct labor costs; the same information shall be included for all work performed by subcontractors.

C.3.59.1 Minor Repairs

A Minor Repair is a repair requiring no more than the established deductible threshold (See Section C.3.99.4) which may include direct labor valued at the labor rates set forth in the Price Schedule), subcontractor costs, and parts costs. The cost of Consumable parts and materials shall not be calculated as part of the Contractor's costs. The Contractor shall perform Minor Repairs as needed at no further cost to the District.

The Contractor shall ensure that Minor Repairs be completed within forty-eight (48) hours of identification of the problem, unless, despite all reasonable efforts, parts or subcontractor support cannot be obtained in this time. In such a case, the Contractor shall notify the COTR of the delay and anticipated completion date. The Contractor should put in the work order into a status which indicates the nature of the delay, with appropriate remarks.

C.3.59.2 Reimbursable Repairs

See Section C.3.99.1

C.3.59.3 Vandalism Repairs

See Section C.3.99.14

C.3.60 Approval of Work

As it relates to the execution of repair work, the Contractor shall accomplish all repairs upon prior approval from the CO or the COTR before the commencement of work.

C.3.61 Repair Completion Timeframes

The Contractor shall accomplish repairs or replacements within seven (7) calendar days after receiving written direction from the COTR and must notify the COTR seventy-two (72) hours in advance of any work that would be disruptive to building occupants or normal Facility operations. Repair time frames that exceed seven (7) working days must be approved by the COTR, and the Contractor shall request the COTR's approval two (2) working days before the expiration of the 7th day.

C.3.62 Ordering Repairs from Outside Source

The District reserves the right to order Repairs from an outside source, or to have Repairs made by District technicians. In this event, if Contractor nonperformance is not an issue, the District shall not hold the Contractor financially responsible for the Repair.

C.3.63 Warranties and Warranty Management

C.3.63.1 Warranties

The Contractor shall contact installers or manufacturers, as appropriate, for work that is covered under a warranty, and maintain records of warranty service. The Contractor shall avoid actions, which would invalidate a warranty, unless it was brought to the attention of the COTR, and written direction to proceed irrespective of the warranty consequences was provided by the COTR. If an installer or manufacturer fails to comply with the terms of a warranty, the Contractor shall immediately notify the COTR, who shall determine whether the Contractor should commence Repairs, or continue to pursue correction under the warranty. If the COTR determines that Repairs must be made without further delay, the Contracting Officer or designee may order the Work to be performed by the Contractor on a reimbursable basis, under the Reimbursable Additional Services provisions described in Section C.3.99.2.

C.3.63.2 Warranty Management

The Contractor shall have primary responsibility for warranty management. The Contractor may assume compliance with warranties for purposes of assessing the Contractor's costs and risks under this Contract, assuming the Contractor is diligent in managing warranties and reporting nonperformance to

the COTR. If the District requires the Contractor to perform Work that should have been corrected under warranty, such Work will be reimbursed to the Contractor under the Additional Services provisions herein.

C.3.63.3 Equipment Warranty List

Attachment J.1.4 “Building Description” details systems and equipments covered by warranties. The Offeror shall review this and take all information into account when submitting their proposal.

C.3.64 Subcontracts

C.3.64.1 General

The Contractor hereunder may subcontract any of the Contractor’s Work or services to any subcontractor with the prior, written, consent of the Contracting Officer. However, any subcontracted work or service shall be performed pursuant to a subcontract agreement, which the District shall have the right to review and approve prior to its execution to 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. Specifically:

- a) Nothing contained in the contract documents shall be construed as creating any contractual relationship between any subcontractor and the District.
- b) The divisions or sections of the specifications are not intended to control the Contractor in dividing the Work among the subcontractors or to limit the Work performed by any trade.
- c) The Contractor shall be as fully responsible to the District for the acts and omissions of subcontractors and of persons employed by them as the Contractor is for the acts and omissions of persons directly employed by the Contractor.
- d) The Contractor shall be responsible for the coordination of the trades, subcontractors and material men engaged upon his Work.
- e) The Contractor shall, without additional expense to the District, utilize the services of specialty subcontractors on those parts of the Work, which are specified to be performed, by specialty subcontractors.
- f) The District will not undertake to settle any differences between the Contractor and his subcontractors or between subcontractors.

C.3.65 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. If another Contractor is awarded a future contract for performance of the required services, the Contractor shall cooperate fully with the District and the new Contractor in any transition activities that the Contracting Officer deems necessary during the term of the contract.

C.3.66 Continuity of Services

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:

- a) Furnish phase-out, phase-in (transition) training; and
- b) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

C.3.67 Suspension of Work - Employee Dismissal

In the event District Government employees are dismissed from work due to inclement weather, unanticipated holidays declared by the Mayor, or failure of the Congress to appropriate funds, the Contractor will be required to operate special areas of the Facility twenty-four (24) hours a day, three hundred sixty-five (365) days per year unless otherwise excused by the COTR. If the dismissal is due to emergency conditions, flood, fire, severe weather, or other reasons identified by the COTR, the COTR may require the Contractor to provide on-site coverage for the emergency by having all Contractor personnel employed under this contract immediately report to Work at the Facility.

C.3.68 Service Call Desk

The Contractor shall operate a service call desk function during Normal Working Hours, to include taking and tracking Service Call requests, and maintaining accurate Service Call records in "FAST" (and a CMMS, if needed and approved).

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C.3.70 General and Administrative Requirements

C.3.70.1 Building Operating Plan – General

The Offeror must submit together with their proposal a detailed Building Operating Plan (BOP) that explains operating and maintenance procedures for all major building equipment and systems. This plan must accurately describe the Offeror's methods of meeting contract requirements. The goals of this plan are:

- a) Provide standard operating and maintenance procedures for the facility, designed to operate and maintain existing systems in the most efficient and effective manner possible;
- b) Establish procedures for documenting the operating, maintenance and repair history of equipment and systems;
- c) Establish contingency plans;
- d) Provide a centralized reference of contract information, and management of the work;
- e) Establish Contractor quality control procedures;
- f) Assure compliance with regulatory requirements; and
- g) Maintain all components and submissions of the building operation plan in an electronically accessible format.

C.3.70.2 Components of the Building Operating Plan (BOP)

Shall contain as a minimum:

- a)** Contact information (local and corporate); including email, office, home and cell phone numbers; and
- b)** Description of staffing, responsibilities and schedules.

C.3.70.3 SOP's for Operating Building Systems

Shall include as a minimum:

- a)** Startup and shutdown times and procedures;
- b)** Emergency response procedures;
- c)** Operating strategies to maximize efficiency and minimize energy consumption;
- d)** Descriptions of the sequences of operations for major equipment systems;
- e)** Record management method which could include (at Contractor's expense) the use of a supplemental CMMS and/or other available systems (e.g., BAS) to implement and document contract requirements;
- f)** Description of the planned and executable air quality management program that adheres to the District's and other regulatory requirements (e.g., determine which rules apply to equipment in the building, determine which permits are necessary).
- g)** Tour procedures, including operator assignment sheets;
- h)** Other documentation procedures necessary to meet contract requirements;
- i)** Maintenance schedules, procedures and guides;
- j)** The Facility equipment inventory, which must include all equipment requiring scheduled Preventive Maintenance;
- k)** Service Call and Repair procedures;
- l)** Water treatment plan and initial water treatment analysis and report; and
- m)** The quality control program;

C.3.70.4 Contingency Plans

Shall include as a minimum a plan to address the following:

- a)** Loss of the Contractor's on-site personnel (e.g., strike, walkout, injury, abrupt resignation);
- b)** Civil disturbance or other major security threat;
- c)** Natural disaster, bombing, or other event which damages the Facility structure, mechanical systems or utilities; and
- d)** Utilities curtailment.

C.3.70.5 Vandalism Remediation Plan

The Contractor shall submit with the BOP a plan to deter and remediate vandalism (e.g. breaking windows, arson, graffiti, egging, and other destructive acts).

C.3.70.6 Additional Building Operational Requirements

The building systems shall be operated in an energy efficient manner and shall provide the following environmental conditions:

- a. **Building Temperatures:** Temperature controls shall be set to maintain 72 degrees ± 2 degrees Fahrenheit during Occupant Work Hours in the heating season. Temperature controls shall be set to maintain 72 degrees ± 2 degrees Fahrenheit during Occupant Work Hours in the cooling season. Space temperatures during other than Occupant Work Hours shall be maintained at the minimum temperatures required to assure the protection of the building and its systems, generally this is 55 degrees Fahrenheit.
- b. Unless stipulated otherwise in the building description, warehouses and other areas subject to external traffic, the Contractor shall adjust temperatures to 55°F during the heating season and 80°F during the cooling season (if mechanical cooling is available). And, in areas such as garages, loading docks, etc., the Contractor shall set the heaters to maintain 55°F, cooling will not be provided.
- c. **Use of Fresh Air and Economizers:** The Contractor shall use outside air, mechanical economizers, or any other energy saving equipment installed in the building, to the maximum extent possible, during moderate weather. The use of the aforementioned energy saving methods shall be based on outside temperatures and humidity conditions in order to maintain the indoor temperatures defined above.
- d. **Air Filtration:** Ventilation shall be provided to the maximum extent allowable by the design of the mechanical equipment installed in the building. Air shall be adequately filtered at all times by using only air filters capable of fifty percent (50%) particulate removal to ensure a safe and healthful environment, and filters shall be changed at a frequency consistent with industry standards and that is acceptable to the COTR. This could require changing filters once each month on air distribution systems, which serve special or heavy use areas. Each time a filter is replaced, the date of replacement shall be clearly marked/written, by contractor, so that the date is visible and legible without removing the filter.
- e. **Potable Hot Water:** Domestic hot water will be provided at 105°F and chilled water drinking units at 50° F at the point of use.
- f. **Lighting Levels:** Lighting systems shall be maintained to achieve the following levels during occupant work hours:

AREA	LEVEL
Public Areas Within the Building	10 Foot-Candles
Normal Work Stations	50 Foot-Candles
General Workstations	30 Foot-Candles
Storage Areas	10 Foot Candles

***Lighting necessary for safety and security will remain on during other than normal occupant work hours.**

- g. **Lamp Replacement:** The Contractor shall perform routine lamp replacement as needed or when requested by the COTR. Where lamp replacement requirements are issued as service calls, the type of service call (routine, urgent, or emergency) may be determined by the COTR.
- h. **Operational Tests:** The Contractor shall perform running test checks of large or high energy use equipment, such as chillers, pumps, air handling equipment, elevators, fire, life safety, devices, during hours of operation provided that such tests do no cause an interruption in service or increase monthly electrical demand costs. The COTR will define the peak usage periods, during which hours tests or checks are prohibited, and will provide this information to the Contractor. Should it be necessary to perform any of these tests at other than hours of operation, the Contractor will not receive any additional reimbursement for such performance.

C.3.70.7 Revisions/Updates to the Building Operating Plan

The Contractor shall make updates to the Building Operating Plan during the performance periods of the contract to assure that the Building Operating Plan reflects current equipment, systems, and operating procedures.

C.3.70.8 Transition Plans

The Contractor shall develop transition plans, which shall describe staffing and organizational structure during the phase-in and phase-out transition periods, and how the Contractor will interact with the existing work force during the thirty (30) days of transition at the beginning and end of this contract.

a. Phase-in Transition Plan

The Contractor shall submit a written Phase-in Transition Plan along with the BOP and proposal.

b. Conceptual Phase-out Transition Plan

The Contractor shall submit a written Conceptual Phase-out Plan along with the BOP and proposal.

c. Phase-out Transition Plan

The Contractor shall submit a written Phase-out Transition Plan ninety (90) days prior to contract expiration for base and each option year.

C.3.70.9 Leadership in Energy and Environmental Design (LEED) Gold Standard Requirements

The Offeror must develop a comprehensive, green building maintenance proposal that contains policies and procedures developed to ensure proper maintenance of relevant building design and construction measures implemented to achieve LEED Certification for the Facility. The proposal must include but is not limited to:

- 1) Green Cleaning Plan
- 2) Adherence Plan for the Commissioning Systems Manual and Ongoing Building Commissioning
- 3) Waste Stream Management (Recycling)
- 4) Outline of experience maintaining buildings/facilities that have received USGBC LEED Certification (Must include maintenance responsibilities, facility address, and owner contact information).

Awarded Contractor will be required to participate in the LEED EBOM Certification Process for 4058 Minnesota Avenue, between years 2 and 5 of the contract.

C.3.70.10 The Offeror must develop a comprehensive, management plan for the ongoing maintenance of the 24,000 SF of vegetated at DOES. The management plan must include but is not limited to:

- 1) Annual soil testing and Fertilization Plan
- 2) Establishment Period Watering Schedule (1 year post installation) and Drought Watering Plan (Severe Weather)
- 3) Periodic weeding Plan (Spring and Fall)
- 4) Overall roof maintenance plan that insures survival of vegetated cover
- 5) Drainage Maintenance Plan
- 6) Storm/Wind Repair Guidelines and Plan
- 7) Outline of experience maintaining vegetated roofs (Must include facility address, size of vegetated roof, and owner contact information) Annual soil testing and Fertilization Schedule

C.3.71 Equipment Inventory

During the period of the contract, the Contractor shall maintain the equipment inventory of the Facility. As a minimum, the Contractor shall ensure that this inventory lists all items requiring Preventive Maintenance, although certain generic items found in large quantities (e.g., fire extinguishers, light fixtures) may be listed as multiple units on one inventory record (e.g., per room or other logical unit of space). Should scheduled maintenance for equipment that is generally listed as multiple units on one inventory record have differing service dates, Contractor shall record each maintenance service date on the inventory record. The Contractor shall update the inventory as equipment is added or deleted from the building, and shall validate the equipment inventory by the end of each year of performance, recording all available asset tag information that may have been previously missing from the inventory. The Contractor shall complete all data fields as directed by the COTR. The Contractor shall maintain a copy of the current equipment inventory in the Building Operating Plan. The Contractor must maintain inventory records in "FAST" and supplemental CMMS as approved.

The Contractor shall adhere to naming conventions and other data definition standards indicated by the District.

C.3.72 Quality Control Plan (QCP)

C.3.72.1 General

The Contractor shall maintain a formal quality control program, with the aim of preventing deficient contract performance. This program shall be described in the Building Operating Plan; such description shall detail the plan and the methods of implementation.

This section establishes the minimum requirements for a quality control system to be provided and maintained by the Contractor.

The Contractor shall submit a Quality Control Plan to assure that the requirements of the contract are provided as specified. The Contractor's Quality Control Plan shall be submitted with its proposal.

The Contractor shall ensure that the required services specified in this contract meet the quality standards outlined in the contract. All work performed under this contract shall be of the highest quality, consistent with best industry practices, to assure timely provision of services, optimum tenant agency satisfaction, and adequate protection of District assets. The Contractor shall be responsible for the day-to-day inspection and monitoring of all Contractor work performed to ensure compliance with contract requirements. The results of all quality control inspections conducted by the Contractor shall be documented on inspection reports and provided to the COTR when requested. It is also applicable for subcontractors where District inspection is required. In such cases, it is the contractor's responsibility to include in writing in each subcontract the use of this standard by his/her subcontractor.

The Contractor, at no additional cost to the District, shall revise the plan during the life of the contract as necessary or at least once a year, whichever comes first, to ensure that contract objectives are met. All revisions must be approved by the COTR. The Quality Control Plan shall include, but not be limited to:

C.3.72.2 Staffing Plan

A plan, which includes work schedules for the facility including daily, weekly, and periodic tasks. The Staffing Plan shall also include the Contractor's staffing levels (including supervision) depicting various job classifications (e.g. 12 janitors, 2 grounds maintenance workers, 1 supervisor). A roster by name and job title must also be provided. Individual responsibilities for oversight of the QCP and functions associated with such oversight as well as authority in dealing with District contracts shall be identified. Job descriptions including tasks are also required.

C.3.72.3 Inspection System

An inspection system, which shall include all requirements listed in the Performance Work Statement (e.g., preventive maintenance, service calls, repairs, equipment operations, tours, operational functions, janitorial services) and inspection procedures such as the following methods:

- a. A system of regular work inspections by off-site company representatives;
- b. A system of regular inspections by on-site staff (may be consolidated with the Tours program);
- c. Frequency of inspection, acceptance and rejection criteria, corrective action, and procedure for recording results of inspections.
- d. Specify areas to be inspected, when inspections will occur and titles of individuals performing inspections.
- e. The QCP must identify how the Contractor will correct noted deficiencies within the time frame specified in the notice identifying the deficiencies.
- f. Any changes to the inspection systems during the life of the contract must be approved by the COTR.

Any equipment uncovered during the inspection not performing at full capacity shall be repaired or replaced according to the standards set forth in this contract.

Any equipment disabled as a result of any inspection must be placed back in service at the end of the inspection or at the end of the day, whichever comes first.

C.3.72.4 Self-Evaluation

The Contractor shall submit quarterly to the COTR a self-evaluation report detailing the quality of service provided during the prior quarter. The report is due within five (5) business days of the end of the quarter. This report shall include as a minimum the result of the quality control inspections, an explanation of efforts taken in the prior quarter to improve service and efforts planned for the present quarter to improve quality.

C.3.72.5 Administrative Methods

The administrative methods are procedures the Contractor will use for identifying, correcting, and preventing defects in the quality of service performed before such level of performance becomes unacceptable to the COTR. The Contractor shall include plans for revising job schedules as new and better ways are found to perform given tasks.

C.3.73 Property Records and Files

A description and/or samples of the forms, records, reports, and files the Contractor intends to utilize and keep on-site, which will indicate both the inspections conducted by the Contractor and necessary corrective action taken (as appropriate). Copies of all QCP related to inspection reports and other documents shall be made available to the COTR when requested. All such documents shall be maintained by the Contractor for the life of the contract, unless waived by the COTR.

Within thirty (30) days of contract award, the Contractor shall transfer property records for the facility into a computerized data base. The property record shall include records of the date, type and amount of service for repairs and improvements and operating and maintenance. The Contractor shall maintain the property records on a computerized database.

The Contractor is responsible for all aspects of the Computer Assisted Design (CAD) program for the Facility. The Contractor will receive CAD files from the COTR and must develop a method to organize, manage and keep these files accurate and up to date.

C.3.74 District and Contractor Meetings

An initial step in avoiding disputes and claims is to settle minor problems and misunderstandings at the lowest possible level. Accordingly, the Contractor and/or the Contractor's on-site representative, Property Manager and/or Designee, Chief Engineer, and Construction Project Manager (if applicable) shall meet with the COTR frequently, at least twice (2) each month during the first three (3) months of the contract. Thereafter, meetings shall be as often as necessary at the discretion of the COTR, at least once (1) per month at a mutually agreed upon date and time. A mutual effort shall be made to resolve all problems identified during these meetings. The Contractor shall prepare and electronically transmit the typewritten results of these meetings to the team within five (5) working days. Changes or corrections can be made by attendees up to and including the next scheduled meeting.

C.3.75 Performance Objectives

District representatives will conduct tours and inspections through the building and other areas covered by this contract, such as, walkways, bathrooms, with the Contractor's representative, to ascertain the quality service level being performed. The Contractor will develop an Inspection Form that will be approved by the COTR. The District will inform the Contractor of a less than satisfactory performance. The inspections will be executed as described on the Inspection Form.

C.3.76 Quality Control

C.3.76.1 Standards

Contractor shall ensure that the required services specified in this contract meet the quality standards outlined. All work performed under this contract shall be of highest quality, consistent with best industry practices, to assure timely provision of services, optimum tenant agency satisfaction, and adequate protection of District assets.

C.3.76.2 Quality Assurance and Inspection

The District may use a variety of inspection methods to evaluate the Contractors performance, and more than one inspection method may be used. Examples of inspection methods may include but is not limited to:

- a. Planned surveillance of service Work items (daily, weekly, monthly, quarterly, semiannually, or annually);
- b. One Hundred percent (100%) inspection of service Work items;
- c. Unscheduled inspections; and
- d. Management Information system data.

C.3.76.3 Custodial Quality Assurance and Control Program

The Contractor shall perform the required cleaning services at frequencies determined by Contractor. The Contractor's acceptable performance will be based on the District's evaluation of results, not the frequency or methods of performance. The District's evaluation of Contractor results will be based on tenant satisfaction, Contractor and/or designee's inspections, District inspections, surveys, best trade practices. Final results will be the determining factor for the success or failure of this contract.

C.3.76.4 Effectiveness of Quality Control

General

- a. The COTR shall assess the effectiveness of the Contractor's Quality Control Program through an M&V process. The purpose of the M&V process is to:
 - i. Help verify whether the Contractor is achieving the performance standards set forth in this contract;
 - ii. Review of reports required of the Contractor, Service Delivery Information, and Customer Interaction and by means of Inspections;
 - iii. Provide assistance (or direction, if necessary) to the Contractor to improve maintenance or optimization of operation;
 - iv. Compare the efficiency of the Facility to other Facilities; and
 - v. Provide data for planning future upgrades.
- b. Service Delivery
 - i. The quality and timeliness of the Contractor's (including subcontractor) performance, as well as service call responses, will be used to assess the overall service delivery.
 - ii. The Contractor's service call program will document requests for service and responses.
 - iii. The Contractor will make the service call records available for inspection by the COTR at all times.
 - iv. If the Contractor's performance remains less than satisfactory or fails to adhere to the contract specifications, the District may contract for the services and charge the Contractor for all costs incurred, including administrative costs.
- c. Inspections
 - A. The District will conduct tours and inspections throughout the Facility and other areas covered by this contract with the Contractor's representative whenever possible, to ascertain the level of services being performed. The District will inform the Contractor of less than satisfactory performance.
 - B. Daily Inspections

The District will inspect certain areas on a daily basis. These areas were chosen for daily checks because of their unique qualities:

- a. Main Lobbies
- b. Grounds and Parking Areas
- c. Restrooms
- d. Other areas as outlined in section J.1.4

C. Random Inspection

The District will inspect the following areas by random sampling (by floor or bank).

- a. Corridors
- b. Offices and Rooms
- c. Elevators
- d. Other areas as outlined in section J.1.4

NOTE: The District will not randomly inspect offices and corridors situated in areas that are slated to be inspected daily.

C.3.77 Performance Evaluation Meetings

C.3.77.1 General

The COTR will coordinate performance evaluation meetings with the Contractor. The COTR will prepare and distribute the written minutes of these meetings. The Contractor shall acknowledge, in writing via e-mail, receipt of the minutes (within two {2} working days) and will have the opportunity to provide comments.

C.3.78 Interim and Final Performance Evaluation Report

The COTR will summarize all available performance information and prepare an interim evaluation report at least ninety (90) days prior to the anniversary date of the contract. These interim evaluation reports will be used to assess the Contractor's past performance for consideration in exercising options and award of future contracts.

C.3.79 Safety Meeting

Representatives of the Contractor shall meet with the COTR for the purpose of reviewing the Contractor's safety and health provisions pertinent to the Work to be performed under the contract. The Contractor shall be prepared to discuss, in detail, the measures he/she intends to take in order to control any unsafe or unhealthy conditions associated with the Work. The level of detail for the safety meeting is dependent upon the nature of the Work and the potential hazards associated with the Work. The Contractor's Key Personnel shall attend this meeting.

C.3.80 Disruptions to Tenants or Building Service

C.3.80.1 Disabling Major Equipment

Through and as approved by the COTR, the Contractor shall be responsible for all necessary planning and coordination efforts that impact the building occupants.

The Contractor shall identify the need for and obtain all necessary permits and licenses for alterations.

The Contractor shall give the COTR a minimum of three (3) business days notice prior to dismantling or otherwise rendering inoperable major equipment, or shutting off any utility or HVAC service to any part of the building. The COTR may waive this requirement if equipment shutdown is necessary to make emergency Repairs.

The Contractor shall schedule maintenance requirements well in advance to avoid disruptions or disturbance to building occupants.

The Contractor must maintain the mission of the Facilities at all times, and therefore it will be the Contractor's responsibility to predict, schedule and obtain all necessary temporary equipment as required to meet the Facilities mission requirements.

C.3.80.2 Requesting Utility Companies to Connect or Disconnect

The Contractor shall notify the applicable utility company within twenty-four (24) hours of notification of the need to connect or disconnect utility or services in a non-emergency situation.

In an emergency, the Contractor shall notify the applicable utility company as immediately necessary and in accordance with all safety and risk protocols regarding the need to connect or disconnect utility or utility service.

The Contractor shall notify the COTR prior to any utility or utility service connection or disconnection except in a life-threatening emergency or in the event of imminent building structure danger.

C.3.80.3 Impact on Fire Protection Systems

The Contractor shall obtain advance Approval from the COTR before deactivating Fire Protection systems. If the fire alarm and/or sprinkler systems are temporarily removed or discontinued during Work stages, the Contractor must be reconnect or place the fire alarm and/or sprinkler systems back in service at the end of each day unless otherwise authorized by the COTR.

C.3.80.4 Disruptive or Hazardous Tools

The COTR must approve the Contractor's use of impact tools and power-actuated tools during Normal Working Hours.

The Contractor may use burning or welding equipment only with written permission from the COTR. The Contractor must obtain a Welding and Burning Permit as directed by COTR for each day that welding or burning is performed.

C.3.80.5 Delivery and Storage

The Contractor shall ensure that the delivery and storage of materials and equipment and accomplishment of all Work with a minimum of interference to District operation and personnel. The

Contractor shall take particular caution not to damage elevator, corridor, or lobby finishes. The Contractor shall ensure that storage and container labeling is in accordance with OSHA standards.

C.3.81 Quality of Work/Matching to Existing Finishes

The Contractor shall complete all Repair or alteration Work, including touch-up painting and operational checks. The Contractor shall ensure that the quality of the Work and the Repaired areas be fully compatible, visually and operationally, with adjacent surfaces or equipment. The Contractor shall ensure that all replacements match existing in dimension, material, quality of Work, finish, color, and design. Upon completion of work, Contractor shall remove any stains, and other unsightly marks.

C.3.82 Upkeep of Machine Rooms and Storage Areas

The Contractor shall always maintain the machinery spaces, shops and storerooms in a clean and orderly manner. When work is performed in these areas, the Contractor's personnel shall clean up all debris and leave the area in a presentable condition at the end of each workday.

C.3.83 Painting

The Contractor shall paint the machinery rooms including floors and the equipment located within the machinery rooms as necessary to maintain the appearance of the room and equipment. The Contractor must comply with the paint color coding system that is provided by the COTR.

C.3.84 Compliance with District of Columbia Codes, Laws and Regulations

The Contractor shall comply with all applicable District of Columbia codes, laws, and regulations, and shall obtain all applicable licenses and permits associated with the improvements, operation, and maintenance of the Facilities. The Contractor should note that the Facility is subject to District of Columbia law, codes, and regulations (e.g., environmental laws). The Contractor is responsible for determining which requirements are applicable and must comply appropriately. The Contractor may ask the advice of the COTR in this regard. The District also has a policy of voluntary conformity to certain District of Columbia law, regulations and code requirements even when permits or approvals from local regulators are not required; the Contractor shall ask the advice of the COTR when such issues arise.

C.3.85 Review of Design Documents

The Contractor shall review design and construction documents for projects planned to modify the Facility, and shall comment on the impact of such designs on operating costs in general, and on the cost impact of the Contractor to perform the work required by the contract. If the Contractor is given an opportunity to review such documents, and fails to comment appropriately, the Contractor may be considered to have waived any and all rights to a contract price increase(s) due to project impacts.

C.3.86 Emergency Generator Services

C.3.86.1 General

The Contractor shall provide annual Preventive Maintenance services for the emergency generator systems equipment listed below in accordance with the terms and conditions of this contract.

- 1) 500 KW
- 2) 500 KVA
- 3) Fuel - #2 fuel oil (500 Gallon Tank, Located on P1 Garage Level)

The Contractor shall comply with any and all requirements and in conjunction with other contractual obligations stated elsewhere under this contract in order to maintain all emergency generator systems equipment in satisfactory working condition at all times. This includes exercising the emergency generator for a 15 minute period, every two (2) weeks.

C.3.86.2 Execution of Work for Preventive Maintenance

The Contractor shall furnish all labor, plant and material, do all work, furnish all accessories and do everything that is necessary to carry out the contract in good faith by keeping all emergency generator system equipment in good working order, utilizing materials of like design and composition to those originally supplied and installed with accurate workmanship, skillfully fitted and properly connected.

C.3.86.3 Licenses and Permits

All work shall conform to all generator system work to the District of Columbia codes and regulations which is stipulated by the Department of Consumers and Regulatory Affairs (DCRA). The Contractor shall obtain all licenses and permits that may be required from the DCRA, Building and Land Regulation Administration (BLRA).

C.3.86.4 Skilled Technicians

The Contractor shall ensure that all generator system work be performed by skilled emergency generator technicians who are licensed to work in the District of Columbia and supervised by a Project Manager that is certified by the National Institute Certification of Engineering Technologies (NICET). The Contractor shall ensure that all field work be done by technicians who are licensed in the District of Columbia and who have the National Institute Certification of Engineering Technologies (NICET) certification and by mechanics who are fully experienced in the repairs and maintenance of the various types of equipment involved.

C.3.86.5 Time of Work

Except for emergency call-back service, hereinafter provided for, the Contractor shall perform all Work on Monday through Friday during Normal Working Hours, unless otherwise directed by the COTR. The Contractor shall respond within a twenty-four (24) hour period after the initial call. The District unilaterally reserves the right to modify the Contractor's required non-emergency call-back service response time.

C.3.86.6 Defect Notices

Upon inspection and receipt of a Defect Notice of repairs required from the DCRA's BLRA, the Contractor shall commence Work within twenty-four (24) hours of notification and complete the repairs

on or before the date specified therein and shall forward a report of compliance to the COTR within twenty-four (24) hours of completing the Work.

If there is evidence that the Contractor has not initiated action to remove the defect(s) noted in the Defect Notice, which is issued by the DCRA Inspector, upon receipt of the second (2nd) notice, the District may take over the Work and have it accomplished by another Contractor(s) and the cost of the Work will be deducted from the payment due to the Contractor if it is determined that the Work is within the scope of the contract.

C.3.86.7 Emergency Call-Back Service

The Contractor shall provide emergency call-back service between regular examinations, on any day of the week, at any hour, day or night, including an on-site response within two (2) hours of emergency requests received from the COTR or his designated representative(s) by telephone or otherwise. Failure to respond within two (2) hours may be cause for the CO, at his option, to call another emergency generator system company to service the emergency generator system(s) and the cost of such service shall be deducted from the payment due to the Contractor.

C.3.86.8 Prompt Service

The necessity of continuous emergency generator system use requires prompt service, therefore, the Contractor shall respond immediately to notices and calls for emergency generator system emergency repairs by the COTR. If the Contractor fails to start the Work within twenty-four (24) hours after notification of an emergency repair notice or call, or, if in the opinion of the CO, the Work is not being carried out as expeditiously as possible, the CO may have the repairs made by some other party and the cost of these services will be deducted from payments due the Contractor.

C.3.86.9 Description of Work for Preventive Maintenance of the Emergency Generators

The work described below applies to the emergency generator systems equipment in the Facility. The Contractor shall perform this work and maintain the emergency generator systems in accordance with the manufacturers' specifications and in compliance with the D.C. Code and the National Fire Code.

- a. The Contractor shall clean, adjust or replace the spark plugs for gasoline generators. For diesel generators, the injectors shall be checked and pop tested.
- b. The Contractor shall clean, adjust and replace the ignition condensers and points for gasoline generators. For diesel generators, the timing is to be checked and set.
- c. The Contractor shall lubricate the entire equipment and oil shall be changed at least once a year or more if the running time is more than fifty (50) hours.
- d. The Contractor shall inspect the fuel tanks and lines for the purpose of determining if excessive sludge or rust is collecting. If so, fuel tanks and fuel lines shall be cleaned and all filters and sediment bowls shall be cleaned or changed as required by the manufacturer.
- e. The Contractor shall check and report the condition of the entire generator fuel and cooling system for fuel or water leaks.
- f. The Contractor shall check and report the condition of the batteries, charge them if necessary and report if replacement is needed.
- g. The Contractor shall clean and refill the air cleaner or change elements as required.

- h.** The Contractor shall check the brushes on the generator for proper setting and operation on a quarterly basis.
- i.** The Contractor shall clean the commutator and slip rings on a quarterly basis.
- j.** The Contractor shall check the automatic transfer switch for proper operation and clean the contacts and lubricate all moving parts on a quarterly basis.
- k.** The Contractor shall check all instruments for proper operation on a quarterly basis.
- l.** The Contractor shall add antifreeze as required by the manufacturer.
- m.** The Contractor shall adjust all controls on a quarterly basis.
- n.** The Contractor shall do all the necessary tune-ups and valve adjustments on a quarterly basis.
- o.** The Contractor shall instruct the District's maintenance staff, in regards to operating and the upkeep procedures, once during the term of the contract.
- p.** The Contractor shall run the generator set once a week and conduct test(s) under load when practical.
- q.** The Contractor shall submit a report for each generator to the Project Engineer for each inspection work done and provide recommendations for improvement or replacement, if any.
- r.** The Contractor shall perform a load bank test (at least once every twelve months) each year on the generators, at no additional cost to the District.
- s.** The Contractor shall provide labor, material and equipment to clean, adjust, repair or replace any defective or improperly operating device or equipment as ordered by the COTR.
- t.** The Contractor shall be responsible to perform any routine additional maintenance work to keep each emergency generator in good operating condition.
- u.** The Contractor shall maintain all emergency generator systems equipment in satisfactory working condition at all times. Additional emergency generator system equipment which is not covered by this contract may be added by change order(s).
- v.** The Contractor shall inform the COTR of any necessary repairs and replacement of parts beyond the (preventive maintenance) scope of the contract which need immediate attention, including an explanation as to the reason such repair is recommended. The intent of the contract is to require the Contractor to perform the required preventive maintenance work in order to prevent major breakdowns of the systems.
- w.** The Contractor shall answer all non-emergency service calls within twenty-four (24) hours and inform the COTR of any delay beyond the Contractor's control.
- x.** The Contractor shall repair any malfunctions of the emergency generator system(s) as quickly as possible in order to minimize the down time of emergency generator operation.
- y.** The Contractor shall repair all electrical shorts and assure that all wiring is installed per the National Electrical Code (NEC).
- z.** The Contractor shall apply for and obtain permits for all generator system related work from the DCRA, Building and Land Regulation Administration, if required, at the cost of the Contractor.
- aa.** The Contractor shall thoroughly clean, adjust and oil, if and when necessary, every component part of equipment involved during the first site inspection and maintain the emergency generator system(s) in satisfactory operating condition throughout the contract period.
- bb.** The Contractor shall clean, oil and adjust every component part of the system such as the contact points, springs, levers, coils and relays.
- cc.** The Contractor shall adjust all bells for proper audibility at each location. All strobe lights, exit lights, pull stations and heat and smoke detectors shall be inspected and repaired, if and when necessary, so that they are in good working condition.
- dd.** The Contractor shall assure that no change in programming of the emergency generator system(s) is made without authorization from the COTR.

- ee.** The Contractor shall ensure that all local emergency generator systems work is deemed satisfactory at all times. All emergency generator system repairs shall be accomplished within twenty-four (24) hours upon notification by the District. If parts with a long lead time have to be ordered for any repair work, the Contractor shall inform the COTR and obtain approval for the delivery schedule of parts involved in the repair work.
- ff.** The Contractor shall replace the defective part(s) of the emergency generator systems promptly. For long lead time parts, the Contractor shall make temporary repairs until such time that new parts become available. The Contractor shall ensure that the repair parts be obtained from the original manufacturer. The Contractor shall ensure that any parts obtained from other than the original manufacturer is approved by the COTR.
- gg.** The Contractor shall respond to emergencies within two (2) hours from the time that the repair request was made.
- hh.** The Contractor shall respond to a request for service within twenty-four (24) hours of the request. If the request for service is made on a Friday, the Contractor shall respond no later than the following Monday, unless Monday is a District Holiday, in which case, Tuesday would be the deadline for responding to the call. Failure to comply with this requirement may be a cause for the CO to have the Work performed by others and the cost of such Work deducted from the payment due to the Contractor.
- ii.** The Contractor shall inform the COTR, by means of written proposal, the cost of repairs of any outstanding defects or adjustments needed to bring any system up to One Hundred Percent (100%) full operation after the annual condition report, routine preventative maintenance, and after any call for emergency service.
- jj.** The Contractor shall have an ample and complete stock of the original manufacturer's replacement parts sufficient for normal maintenance and repair of all emergency generator systems. The Contractor shall ensure that all new parts be the genuine products of the original manufacturers of the various types of emergency generator systems involved. The Contractor shall ensure that any part(s) obtained from other than the original manufacturer be of like design and comparison to the original manufacturer and shall be approved by the COTR.

C.3.86.10 Repairs, Replacement and Cost Reimbursable Work for Emergency Generator Systems

The Contractor shall be reimbursed for all services and materials, which are not included in the fixed price for services as set forth in Section "B", in accordance with the hourly rates established in the reimbursable services of the Unit Price Schedule in Section "B".

The Contractor shall ensure that all work conform to the District of Columbia's Codes and Regulations.

The Contractor shall obtain all licenses and permits that may be required.

The Contractor shall repair or replace all equipment damaged by misuse of equipment by any person(s) other than the Contractor, his representative(s) or employee(s) or by reason(s) of any other cause beyond the control of the Contractor. Any damage caused by the Contractor, his representative(s) or employee(s) shall be repaired or replaced by the Contractor at no cost to the District.

The Contractor shall perform other repairs on the emergency generator systems, as requested by the COTR.

C.3.86.11 Materials

The Contractor shall ensure that all parts and materials used for repairing the emergency generator systems equipment are the product of the manufacturers of the existing equipment and/or approved equal to meet the minimum Federal specifications.

C.3.86.12 Standards

The Contractor shall ensure that all materials, design clearances, construction, workmanship and tests shall conform to all applicable D. C. Codes, NEC and Fire Codes, unless otherwise specified in writing.

C.3.86.13 Replacement Items

The Contractor shall maintain, at all times, ample and complete stock of replacement items which conform to the style, size and appearance of the existing items and District of Columbia's Code. The Contractor shall ensure that all major replacement items be approved, prior to installation, by the COTR. The Contractor shall ensure that all wiring be in conformity with the District of Columbia's Electrical Code.

C.3.87 Elevator Services

The Contractor shall provide annual Preventive Maintenance services for the elevator, in accordance with the terms and conditions of this contract. The Contractor shall also provide the Preventive Maintenance services for each piece of listed equipment in accordance with the elevator equipment manufacturer's recommendations and per BOCA Code.

The Contractor shall comply with any and all requirements and in conjunction with other contractual obligations stated elsewhere under this contract in order to maintain all elevator equipment in satisfactory working condition at all times.

The Contractor shall ensure that all Work conforms to the District of Columbia codes and regulations and shall obtain all licenses and permits that may be required.

C.3.87.1 Execution of Work for Preventive Maintenance and Cost Reimbursable Work

General

- a.** The Contractor shall provide full service elevator maintenance, in compliance with the edition(s) adopted and implemented by the District for the following: the American Society of Mechanical Engineers (ASME), "Safety Code For Elevators And Escalators" requirements, the manufacturer's recommendations, the Elevator Industry Field Employees' Safety Handbook, National Electrical Code (NEC), National Fire Protective Association (NFPA), Building Official Code Administration (BOCA) and all other applicable laws, regulations, rules, ordinances and codes. Specifically, all work shall conform to the District of Columbia codes and regulations. The contractor shall obtain all licenses and permits that may be required from the Department of Consumer and Regulatory Affairs, Building and Land Regulation Administration.
- b.** Full maintenance service requires the Contractor to provide all supervision, labor, materials, parts, supplies and equipment, performance of all preventative maintenance, corrective action for service

calls, repairs and testing necessary to maintain all elevators, appurtenances and accessories in fully operational mode at all times. The Contractor may maintain an elevator maintenance and service contract with an independent and authorized elevator contractor, which covers all elevators, escalators, and lifts.

- c. The Contractor shall verify and ensure that its employees or subcontractors that are designated to Work on elevators, escalators, and lifts have and maintain all appropriate licenses and certifications in accordance with industry standards, applicable laws, and local regulatory authorities.
- d. In accordance with standard elevator industry practice, the Contractor shall maintain, repair, test, and clean all of the elevator equipment on the premises. The Contractor will accept these elevators "as is". The Contractor shall be responsible, for all costs associated with accomplishing repairs and replacements, including labor, equipment, and supplies for all equipment and systems specified or recommended by the system manufacturer. The Contractor shall make all necessary repairs under the reimbursable services section (See Section C.3.99) for any damages by reason of negligence or misuse of the equipment by persons other than the Contractor, his/her representatives and employees, refinishing or replacing elevator cabs, floor covering, hoist way enclosures, cab and hoist way door frames, and underground hydraulic piping, or by reason of any other cause beyond the control of the Contractor, except ordinary wear and tear. This does not exempt deficiencies from coverage under this contract that develop prior to the contract effective date.
- e. The Contractor shall be responsible and accountable for the operation of all equipment beginning on the first day of the contract.
 - A. Preventive Maintenance
 - 2) The Contractor will be required to take all steps and measures which would be taken by a prudent building owner to maximize the life expectancy of the elevators and related systems and ensure safe and reliable elevator operation.
 - 3) The Contractor shall develop and implement a Preventive Maintenance program acceptable to the COTR. The Contractor shall maintain all equipment in accordance with the manufacturer's recommendations, the best practices of the industry, and applicable codes, standards, and regulations. If a conflict arises between these standards, the most rigorous schedule of maintenance shall be planned and performed, providing all code requirements are met. Should there be questions pertaining to this portion of the BOP submission, the Contractor shall direct them to the CO.
 - 4) Specifically, Preventive Maintenance for all elevators shall include, but not limited to:
 - a. The Contractor shall maintain the machinery spaces, shops and storage areas in a clean and orderly manner.
 - b. When work is performed in the above areas, the Contractor's personnel shall clean up all debris and leave the area in a presentable condition.
 - c. The Contractor shall paint as necessary, or when requested by the COTR the machinery room floors and the equipment located within the machinery rooms in order to maintain the appearance of the room and equipment.
 - d. The Contractor must obtain the approval of the COTR before storing anything in machinery spaces.
 - e. The Contractor shall properly secure all operating supplies such as lubricants, rags and cleaners in containers.

B. Inspections

The Contractor shall conduct weekly inspections to all elevators, escalators, and lifts with generator field controls and semi-monthly inspections to all other elevators, escalators, and lifts to assure proper operation. District personnel, or other persons employed for that purpose, will schedule and conduct inspections and tests (semi-annual, annual, five-year test, group supervisory control system test, fire alarm test) as stipulated in the Manufacturer's Operations Manual. The Contractor will ensure that a certified elevator mechanic accompanies the District's Inspector during each inspection to perform all tests in accordance with all laws, regulations and codes at no additional cost.

C. Work Performance

- 1) The Contractor shall ensure that all scheduled contract work be performed by licensed, skilled elevator mechanics that are fully experienced in repairs and maintenance of the various types of elevator equipment involved.
 - 2) Except for emergency callback service, the Contractor shall accomplish all Work during Normal Working Hours for the Facility, unless other mutually satisfactory arrangements have been approved by the COTR. The Contractor will respond to service calls seven (7) days per week, twenty-four (24) hours per day as part of the monthly contract price.
 - 3) The Contractor shall coordinate with the COTR regarding any scheduled Work that requires an elevator to be taken out of service and the Contractor shall report to the COTR the status of elevator equipment or systems not operating by the close of each workday. The Contractor shall report to the COTR at least thirty (30) minutes prior to the commencement of Normal Business Hours each day for equipment or systems not operational.
- D.** The Contractor is responsible for the installation of informational signs and barricades as related to equipment and systems as recommended by the Contractor and approved by the COTR. In the event an elevator is shutdown, the Contractor shall place an "Out of Service" sign at each call button on all floors when the elevator is the only one servicing that area. If a building has more than one elevator, and one or more elevators are out of service, the Contractor shall place a sign indicating that the specific elevator(s) is out of service for each elevator that is not in service. The Contractor shall place each sign on the outer surface of the elevator door on each floor that the elevator services.
- E.** The Contractor shall not change or alter the existing elevator equipment or any electrical circuits, wiring, controls, or sequencing without written authorization from the COTR. If changes are authorized, the Contractor shall make appropriate revisions to the elevator drawings and specifications. All parts or components installed, or improvements made, by the Contractor during the term of this contract shall become and remain the property of the District.
- F.** The Contractor shall ensure that all parts and materials used for repairing the elevator equipment be the product of the manufacturers of the existing equipment or approved equal to meet the minimum Federal specifications.
- G.** The District reserves the right as and when deemed necessary, to require the Contractor, at no additional cost to the District, to perform supplemental tests and inspections (e.g., supplemental tests that are over and above the regularly scheduled Work and Preventive Maintenance inspections and follow-up tests) in order to determine whether the requirements of this contract are being fulfilled. The Contractor shall schedule all tests through the COTR and the District reserves the right to witness all testing.

The Contractor shall maintain a service call log or record which shall be available for inspection by the District at all times. As a minimum, the call log or record shall contain the information specified herein.

1. Name of Caller;
2. Description of problem;
3. Location where problem exists;
4. Time and date call was received; and
5. Description of the action taken to resolve the problem and the time and date corrective action was taken.

The Contractor shall submit a sample service call log form to the COTR for approval five (5) days after contract award.

k. Emergency Call-Back Service

The Contractors emergency response service shall consist of:

1. Responding to requests for emergency service twenty-four (24) hours per day, seven (7) days per week;
2. Reporting to the site of the emergency within fifteen (15) minutes of the time of notification during the FACILITY'S Normal Working Hours and within one (1) hour outside of this period; and
3. Remaining on the job until the emergency has been resolved.
4. Promptly notifying the COTR of the time and date corrective action will be taken if the situation cannot be resolved immediately; and
5. Receiving requests for service made by the COTR or his/her designee by telephone or other means.
6. Emergency service may include but not limited to:
 - a. Freeing individuals trapped in a stalled car;
 - b. Restoring inoperative elevators, which are causing disruption to the arrival and departure of building occupants; and/or
 - c. Other situations determined by the District to be an emergency nature.
7. For service other than what is considered to be an emergency, outside the Facilities Normal Working Hours, the Contractor shall report to the site within two (2) hours of notification. If the situation cannot be resolved within two (2) hours, the elevator shall be secured and the Contractor shall promptly notify the COTR of the problem and the time and date corrective action will be completed.
8. The District, the COTR or his/her representative may make requests for service by telephone or other means.
9. The costs for emergency call-back services during Normal Working Hours are included in the monthly price for full services to be performed, the time for completion, and the total price for the Work. Oral orders are permitted in emergency situations, when issued by the COTR or designee, which will be confirmed in writing within five (5) working days by the COTR.

C.3.87.2 Description of Work for Preventive Maintenance of Elevators

The Contractor shall maintain all elevator machinery and equipment in satisfactory working condition and keep it clean at all times. The Contractor may add additional elevator equipment which is not covered by this contract by change order(s).

The Contractor shall clean all machinery and equipment in the machine rooms, including but not limited to the secondary levels, hoist-ways, cross beams, rails and brackets, counterweights, frames, car tops, undersides of cars, hoist-way pits, buffers and door hangers. The Contractor shall keep all machinery, devices or any other parts of the equipment which is subject to rust, properly cleaned and painted at all times.

The Contractor shall keep guard rails properly lubricated. Except where roller type guides are involved, no rail lubrication shall be used. When necessary, the Contractor shall renew the guide shoe gibs or rollers as required to ensure a smooth and quiet operation. The Contractor shall properly seal all oil reservoirs to prevent leakage.

The Contractor shall ensure that the motor windings and field coils of all motors be dipped in an approved insulating varnish and baked when shop repairs to the same are made, unless written permission is secured from the COTR.

The Contractor shall provide lamps in position indicators, hall lanterns and hall stations. If the lamps of same design are not commercially available, then the Contracting Officer should be advised at once for obtaining approval for an alternative lamp.

The Contractor shall repair or replace contact leads and coils for main controllers and selectors.

The Contractor shall clean, lubricate, repair or replace every component part of the elevator to provide uninterrupted elevator services, the cost of which (labor, equipment and material), shall be included in the fixed contract price. The Contractor shall repair all elevators and maintain them to be One Hundred Percent (100%) operational at all times. This shall include repairs and/or replacements of parts and equipment, if necessary. Parts which are vandalized or damaged through no fault of the Contractor are invoiced as reimbursable pursuant to Section C.3.99.14 (Vandalism Repairs).

The Contractor shall clean all machinery and equipment in the machine room, secondary levels, hoistways, pits and cars.

The Contractor shall clean all accessory equipment included in the original elevator and installation or modification of the same.

The Contractor shall provide weekly inspections to all elevators with generator field controls and semi-monthly inspections to all elevators and to assure proper elevator operation.

The Contractor shall supply all lubricants of proper grades, cleaning materials, paint, cotton waste, rags, gauges, testing and other tools and equipment required for Preventive Maintenance services.

The Contractor shall have ample and complete stock of replacement parts and cosmetic fixtures sufficient for normal maintenance, repair, and maintenance of aesthetic appeal of all elevators. The Contractor shall use all new parts and fixtures that are the genuine products of the original manufacturers of the various types of elevators involved or of like design and comparison.

The Contractor shall repair and/or replace all replacement parts and cosmetic fixtures as they become necessary due to normal wear and tear and shall test all devices and equipment, including but not limited to main hoist motor, governors, traveling cables and hatch wiring.

The Contractor shall provide labor, material and equipment to clean, adjust, repair or replace any defective or improperly operating device, equipment, or cosmetic fixture as directed by the COTR or his designated representative(s).

The Contractor shall respond promptly upon receipt of any defect notice which is issued by the DCRA, Building and Land Regulation Administration, Elevator Section, and inform the COTR or designee, in writing, within twenty-four (24) hours of the completion of Work.

The Contractor shall maintain all elevators at the manufacturer's contract speed unless written authorization is obtained from the COTR or designee to do otherwise.

The Contractor shall maintain the hoist-way and car door guides in an acceptable condition in accordance with the manufacturer's specifications and shall replace the same when wear exceeds one of 1/16 inches.

The Contractor shall maintain all fascias, dust covers and guides in proper alignment.

The Contractor shall repair all door operation motors, door operating driving mechanisms, door hangers, retering cams, and retering cam operating devices.

The Contractor shall clean and repair as it becomes necessary all elevator car enclosures, hoist-way and car door panels, car gates, frames and sills.

The Contractor shall replace and align all elevator guide rails.

C.3.87.3 Repairs, Replacement and Cost Reimbursable Work for Elevators

A. Optional Services

- a.** The Contractor shall be reimbursed for all additional services and materials which are not included in the fixed price for services as set forth in Section C.3.99.2 (Reimbursable Additional Services), in accordance with the hourly rates established in Section B.5.6.
 - A.** The Contractor shall include the systematic cleaning, repairing and replacement of all selector motors and control panel board motors, including all equipment on the controllers and the selectors.
 - B.** The Contractor shall repair or replace car traveling cables.
 - C.** The Contractor shall replace motor brushes and brush holders, as it becomes necessary, on the elevator generators, hoist motors, door operators, selector motors and damping motors.
 - D.** All applicable requirements of this contract shall apply to all "hydraulic" elevators and shall include pumps, motors, valves, oil lines, oil leakage, hoses, packing and connections. The Contractor shall keep the proper oil level in the oil reservoirs with the proper viscosity oil as required by the manufacturer's recommendations.
 - E.** The Contractor shall clean, repair or replace all machine worn gear combinations.

- F. The Contractor shall repair all major overhauls or major repairs of main hoist motors and motor generator sets.
- G. The Contractor shall provide major repairs to jack units.
- H. The Contractor shall repair or replace all equipment damaged by misuse of equipment by person(s) other than the Contractor, his representative(s) or employee(s) or by reason(s) of any other cause beyond the control of the Contractor. The Contractor shall repair or replace any damage caused by the Contractor, his representative(s) or employee(s) at no cost to the District.
- I. The Contractor shall make major repairs to oil buffers.
- J. The Contractor shall make major repairs to the drive machine including motor and brake coils and drive.
- K. The Contractor shall replace hoist and governor cables and re-shackling.
- L. The Contractor shall replace bearings in cross heads or deflector or 2:1 sheaves.
- M. The Contractor shall repair or replace pump motor for hydraulic elevators.
- N. The Contractor shall perform other repairs on the elevators and escalators, as requested by the COTR.

B. Service and Maintenance Report

The Contractor shall develop and submit (with the approval of the COTR) a standard Service Maintenance Report, which will be used for each service call and will indicate the nature of each service call and the Work performed, in accordance with the guidelines as stated in this solicitation.

C. Technicians

The Contractor shall ensure that all services, maintenance and Repairs be performed by fully qualified manufacturer-trained technicians. At all times, the Contractor shall maintain a sufficient number of technicians to adequately service the contract. Evidence suggesting lack of knowledge or training by technician(s) may give rise to contract default and may result in contract termination at the discretion of the District. The Contractor shall submit a list of all service personnel and their qualifications, who will be performing work under this contract.

D. Equipment

Any descriptions and locations of systems are meant to be representative of major equipment and systems at such facilities but in no way should be interpreted as a complete list of each building system. Equipment not listed, not requiring servicing under the service and maintenance schedules, is also to be considered a part of this contract.

The contractor shall conduct a system assessment and complete an inventory report. Such report shall include all current equipment, including model numbers and serial numbers in a format approved by DRES. The assessment report shall also include equipment condition, recommended Repairs, and estimated repair costs. The Contractor shall provide both hard and electronic copies of the report to the COTR within forty-five (45) days of contract award.

E. Log Books

The Contractor shall maintain a log book at the facility. The Contractor shall provide a key locked cabinet to insure the security and safety of the log. The Contractor shall provide the COTR with a key to the cabinet. The Contractor shall record date and times of Preventative Maintenance service visits and the service provided. DRES shall maintain the cabinet, key, and

log(s) as the property of DRES and at no time shall the log(s) be removed from the property by anyone.

F. Materials

The Contractor shall use all parts and materials used for repairing the elevator and escalator equipment that are the product of the manufacturers of the existing equipment and/or approved equal to meet the minimum Federal specifications, unless otherwise directed or approved by the COTR.

G. Standards

Unless otherwise specified in writing, all of the Contractor's materials, design clearances, construction, workmanship and tests shall conform to all applicable D. C. Code provisions and other applicable and related codes, laws and regulations.

H. Replacement Items

The Contractor shall maintain, at all times, ample and complete stock of replacement items which conform to the style, size and appearance of the existing items and District of Columbia Code. The COTR shall approve all major replacement items prior to installation. The Contractor shall maintain all wiring in conformity with the District of Columbia's Electrical Code.

C.3.88 Oil and Gas Burning Systems

C.3.88.1 General

The Contractor shall provide regular and routine preventive maintenance services for the oil and gas burning systems equipment, in accordance with the terms and conditions of this contract. The Contractor shall also provide the Preventive Maintenance services for each equipment in accordance with the oil and gas burning systems equipment manufacturer's recommendations, per the Building Officials and Code Administrators Code (BOCA), applicable D. C. Code provisions and other applicable and related codes, laws and regulations.

The Contractor shall comply with any and all requirements and in conjunction with other contractual obligations stated elsewhere under this contract in order to maintain all oil and gas burning systems equipment in satisfactory working condition at all times.

C.3.88.2 Permits

The Contractor shall apply for and obtain permits for the above work from the Department of Consumer and Regulatory Affairs, Bureau of Licenses and Inspections, if required, at the cost of the Contractor.

C.3.88.3 Cleaning and Adjustments

The Contractor shall clean, adjust and oil, if and when necessary, every component and part of equipment involved during the first site inspection and maintain the fire alarm system(s) in operating condition.

The Contractor shall clean, oil and adjust every component part of the system such as the contact points, springs, levers, coils and relays.

C.3.88.4 Repairs

The Contractor shall assure that all oil and gas burning systems work is satisfactory at all times. The Contractor shall accomplish all oil and gas burning system repairs within twenty-four (24) hours upon notification by the District. If parts with long lead times have to be ordered for any repair work, the Contractor shall inform the COTR and obtain approval for the delivery schedule of parts involved in the repair work.

C.3.88.5 Replacements

The Contractor shall replace defective part(s) of the oil and gas burning system promptly. For long lead time parts, the Contractor shall make all temporary repairs until such time that new parts become available. The Contractor shall obtain all repair parts from the original manufacturer unless a part obtained from a different manufacturer is approved by the COTR prior to use.

C.3.88.6 Emergency Call-Back Service

The Contractor shall provide emergency call-back service, including an on-site response within two (2) hours for requests by telephone or otherwise, from the COTR or his designated representative(s). The Contractor's failure to respond in case of a shutdown, trouble, or an emergency development between regular examinations, twenty-four hours a day, seven days a week may cause the District to call another company to service the shut-down oil and gas systems; the costs of such service shall be deducted from the cost due to the contractor.

C.3.88.7 Service Request Response

The Contractor shall respond to request for services within twenty-four (24) hours of the request. Failure to comply with this requirement may be cause for the District to have the work performed by others and the cost of such work shall be deducted from payments due the contractor.

C.3.88.8 Repair Costs

The Contractor shall inform the COTR, by means of written proposal, the cost of repairs of any outstanding defects or adjustments needed to bring any system up to One Hundred Percent (100%) operation after his required annual condition report and after any call for emergency service.

C.3.88.9 Replacement Parts

The Contractor shall have ample and complete stock of replacement parts sufficient for normal maintenance and repair of all oil and gas burning systems. The Contractor shall use all new parts that are genuine products of the original manufacturers of the various types of oil and gas burning systems involved and/or approved equal to meet the minimum Federal specifications.

C.3.88.10 Summer Clean-Up

The Contractor is responsible for performing all work necessary to provide summer clean-up and continuous annual maintenance repairs and emergency services for the oil and gas burning systems at the Facility.

During the summer clean-up, the Contractor is responsible for immediately informing the COTR of any repairs that might be needed for proper operation of the burners prior to the start of the heating season.

C.3.88.11 Execution of Work for Preventive Maintenance

The Contractor shall furnish all labor, plant and material, do all work, furnish all accessories and perform everything necessary to carry out the contract in good faith by keeping all oil and gas burning system equipment in good working order, utilizing materials of like design and composition to those originally supplied and installed with accurate workmanship, skillfully fitted and properly connected.

a. Work Performance and Regulations

The Contractor shall ensure that all work conforms to the District of Columbia codes and regulations which are stipulated by DCRA. The Contractor shall obtain all licenses and permits that may be required from the DCRA, Building and Land Regulation Administration (BLRA).

b. Skilled Technicians

The Contractor shall ensure that all work be performed by skilled certified oil and gas burning system technicians who are licensed to work in the District of Columbia and supervised by a Project Manager that is certified by the National Institute of Certification Engineering Technologies (NICET). Technicians and Project Managers performing and/or supervising work can be directly employed or subcontracted by the Contractor. Should the District determine that the contracted work fails to meet the standards stated elsewhere under this contract the District may take over the work and have it accomplished by another Contractor(s) and the cost of the work will be deducted from the cost due to the Contractor. The District may also require the Contractor to secure a replacement to execute the work. The Contractor shall perform all work during Normal Working Hours, except for emergency call-back service, hereinafter provided for, unless otherwise directed by the COTR. Contractor shall respond within a two (2) hour period after the initial call.

c. Service Request Response

Except for emergency call-back service, hereinafter provided for, the Contractor shall respond to request for services within twenty-four (24) hours of the request. Contractor's failure to comply with this requirement may cause the District to have the work performed by others and the cost of such work deducted from the payment due to the Contractor.

d. Defect Notices

Upon inspection and receipt of a Defect Notice of repairs required from the DCRA's BLRA, the Contractor shall commence work within twenty-four (24) hours of notification and complete the repairs on or before the date specified therein and shall forward a report of compliance to the COTR within twenty-four (24) hours of completing the work.

If there is evidence that the Contractor has not initiated action to remove the defect(s) noted in the Defect Notice, which is issued by the DCRA Inspector, upon receipt of the second notice, the District may take over the work and have it accomplished by another Contractor(s) and the cost of the work will be deducted from the payment due to the Contractor.

e. Emergency Call-Back Service

The Contractor shall provide emergency call-back service, including an on-site response within two (2) hours for requests by telephone or otherwise, from the COTR or his/her designee. The Contractor's failure to respond in case of a shutdown, trouble, or an emergency development between regular examinations, twenty-four hours a day, seven days a week may cause the District to call another company to service the shut-down oil and gas systems; the costs of such service shall be deducted from the payment due to the Contractor.

C.3.88.12 Description of Work for Preventive Maintenance of Oil and Gas Burning Systems

The work described below applies to all oil and gas burning system equipment in the facility. The Contractor shall perform Work and maintain the oil and gas burning systems in compliance with D.C. Codes, National Fire Codes, and other applicable and related laws and regulations. The intent of the contract is to perform the required Preventive Maintenance Work in order to prevent major systems breakdowns.

- a. The Contractor shall maintain all oil and gas burning systems equipment in satisfactory working condition at all times. The District may require the Contractor to add and service additional oil and gas burning system equipment.
- b. The Contractor shall repair, adjust or replace parts as necessary.
- c. The Contractor shall inform the COTR of any necessary repairs and replacement of parts beyond the scope of the base services which need immediate attention, including an explanation as to the reason why such repair is recommended.
- d. The Contractor shall repair any malfunctions of the oil and gas burning system(s) as quickly as possible in order to minimize the duration that the facilities lack oil and gas burning system protection.
- e. The Contractor shall replace or repair every component of the oil and gas burning system, at no cost to the District, providing full Preventive Maintenance services and maximizing operating efficiency of the systems. This includes but is not limited to the following:

Electric Motors	Thermostats
Stack Stats	Aquastats
Relays	Pressure Controls
Wiring from the load side of the junction box on the supply line feeding	Main Shut-Off Cock
Automatic Gas Valve	Main Gas Valve
Main Gas Regulator	Gas Checking Cock
Gas Pressure Cock	Gas Pressure Switches
Air Switches	Draft Controls
Flame Scanners	Fuel Valves
Oil Burner and Control Motor	Nozzle Assemblies
Fuel Strainers	Fuel Pumps
Transformers	Electrodes
Water Feeder	Low Water Cut-Off
Pressure Gauges	Temperature Gauges
Minor Refractory Repairs	Sealing Off Air Leaks Around Boiler and Smoke Pipe

- f. The Contractor shall adjust all components to obtain maximum operating efficiency and submit an annual report for each unit indicating operating pressure or temperature, excess air in flue gas and flue gas temperature for both minimum and maximum firing rates. The report shall be submitted to the COTR within thirty (30) days of contract award.
- g. The Contractor shall brush the tubes once (1) a year during the heating season with a flue brush.
- h. The Contractor shall inspect the fuel tanks to assure absence of any defects.
- i. The Contractor shall prepare oil and gas burners for inspection prior to the heating season, as required by governing regulatory entity(s), License requirements and Inspections.
- j. The Contractor shall inspect each installation and check for proper operation and adjustment, including the cycle of operation, so as to obtain minimum fuel consumption at the beginning of the heating season.

C.3.88.13 Summer Clean-Up and Reconditioning Work

- a. The Contractor shall vacuum and clean boilers, smoke stack flues and chimneys (including horizontal and vertical runs of flues and smoke stacks).
- b. The Contractor shall make minor repairs to the refractories.
- c. The Contractor shall seal all air leaks around all boilers and smoke pipes.
- d. The Contractor shall clean the strainers.
- e. The Contractor shall clean the entire burner and lubricate the motor.
- f. The Contractor shall clean and adjust the ignition system.
- g. The Contractor shall clean and adjust all controls.
- h. The Contractor shall inspect for and repair any leaks.
- i. The Contractor shall prepare steel boilers for annual boiler inspections and returning boilers into operation.
- j. The Contractor shall adjust burners and controls for maximum efficiency.

C.3.88.14 Annual Inspection of Steel Boilers

The Contractor shall inspect the steel boilers in the summer months of June through August (after the close of the heating season), in order to give time for inspections and for any repairs. Arrangements must be made with the Office of Smoke Regulation and Boiler Inspection in regards to the performance and completion of preparing the boilers for inspection, as indicated below.

- i. The Contractor shall drain the steel boilers of all water as soon as they are discontinued from use at the end of the heating season.
- ii. The Contractor shall remove manhole covers (if any), handhole plates and washout plugs and thoroughly wash out boilers and remove deposits of mud and scale. The Contractor shall remove plugs from water column connections.
- iii. The Contractor shall drain, flush out and clean the low water cutouts. The Contractor shall also remove and clean stack switches and other controls.
- iv. The Contractor shall thoroughly clean tubes. The Contractor shall remove the accumulation of soot from the boiler, breeching and base of stack.
- v. The Contractor shall thoroughly clean the fire box.
- vi. The Contractor shall notify the Boiler Inspector when all boilers have been prepared for inspection in the above manner.

- vii. The Contractor shall leave the boilers drained and opened until inspected by the Boiler Inspector and shall then close up and fill with water.

C.3.88.15 Annual Inspection of Cast Iron Boilers

- a. The Contractor shall inspect the cast iron boilers prior to the heating season.
- b. The Contractor shall thoroughly clean the boilers, breeches and base of stacks and shall remove all accumulations of soot and fly ash.
- c. The Contractor shall, prior to inspection, blow down the boilers to such extent that the water runs clean.
- d. The Contractor shall notify the Boiler Inspector when the above has been done so that the Boiler Inspector can make inspections as soon as possible thereafter. The Contractor shall coordinate with the Boiler Inspector in advance regarding an acceptable time for inspection.

C.3.88.16 Repairs, Replacement and Cost Reimbursable Work for the Oil and Gas Burning Systems

The Contractor shall be reimbursed for all services and materials, which are not included in the fixed price for services as set forth in Section C.3.99 (Reimbursable Services) in accordance with the hourly rates established in the Reimbursable Services in Section B.5.

The Contractor shall repair or replace all equipment damaged by misuse of equipment by person(s) other than the Contractor, his representative(s) or employee(s) or by reason(s) of any other cause beyond the control of the Contractor. The Contractor shall repair or replace any damage caused by the Contractor (direct or indirect), his representative(s) or employee(s) at no cost to the District.

The Contractor shall perform other repairs on the oil and gas burning systems, as requested and/or required.

C.3.88.17 Materials

The Contractor shall use manufacturers' products of the existing equipment or an approved equal (by the COTR) to meet the minimum Federal specifications for all parts and materials used for repairing the oil and gas burning system.

C.3.88.18 Standards

Unless otherwise specified in writing, the Contractor shall conform to all D.C. Codes, National Electrical Codes and Fire Codes for all materials, design clearances, construction, workmanship and tests.

C.3.88.19 Replacement Items

The Contractor shall maintain, at all times, ample and complete stock of replacement items which conform to the style, size and appearance of the existing items and District of Columbia's Code. The Contractor shall have all major replacement items approved, prior to installation, by the COTR. The Contractor shall ensure that all wiring conforms with the District's Electrical Code.

C.3.89 [LEFT INTENTIONALLY BLANK]

C.3.90 Vandalism

The Contractor must include in the BOP submission a plan for addressing vandalism incidents. The Contractor shall replace or restore any deficiencies or breakdowns caused by public vandalism, misuse, abuse, or natural disaster. Vandalism carries a Five Hundred Dollars (\$500.00) deductible for any vandalism repairs. This means the first Five Hundred Dollars (\$500.00) charge on billable service of vandalism must be included in the contractor's original maintenance cost proposal and the Contractor will be reimbursed for the balance owed for any labor and materials.

The Contractor at no cost to the District, however, shall eliminate graffiti and remove all trash.

The Contractor shall not be reimbursed for repair and replacement of all deficiencies and breakdowns caused by negligence, misuse, abuse or vandalism as a result of the actions (direct or indirect) of the Contractor, Contractor's agents and Contractor's employees.

C.3.91 Landscape, Grass Cutting, Fertilizing, Mulching, Weeding, Pruning Services

C.3.91.1 General

The Contractor shall furnish all labor, supervision, tools, supplies and heavy commercial grade equipment necessary to provide grass cutting and landscape maintenance services.

Care and maintenance, including but not limited to watering and fertilization of existing landscape materials and surfaces; and installation and/or transplantation of landscape materials and surfaces.

C.3.91.2 Landscape Irrigation Systems

The Contractor shall maintain landscape irrigation systems. The Contractor is responsible for maintaining and adjusting the landscape and operation of landscape irrigation systems.

C.3.91.3 Debris Removal

The Contractor's Work shall not be considered completed until the Contractor has removed from the premises all trash, debris, litter, lawn clippings, landscape wastes and materials which accumulate in the performance of Work. The Contractor shall furnish all containers for handling this material.

C.3.91.4 Adjacent Interference

The Contractor shall conduct operations to ensure minimum interference with roads, streets, walks and adjacent facilities.

C.3.91.5 Storage

The Contactor may not have any storage space available at any site. If on-site storage is not available, the Contractor shall plan to transport to the Facility and remove at the end of each workday all tools, equipment and supplies.

C.3.91.6 Signage

The Contractor shall take all necessary precautions, including the use of appropriate warning signs and barricades, in order to prevent personal injury, damage to property (including existing landscape materials, surfaces, and structures), and damage to the environment when conducting operations.

C.3.91.7 Plant Materials

The Contractor agrees that all plant materials purchased for and installed as part of this contract shall become the property of the District. The Contractor shall purchase and deliver any flowering seasonal replacement and any new plant material which the Contractor shall install on a quarterly basis as part of this contract. The Contractor shall use plant material that is healthy, robust and in good appearance.

The Contractor shall immediately replace or restore damaged landscape plant materials, landscape surfaces, or structures caused for any reason, including but not limited to normal operations, public vandalism, acts of God, rodents, insects, animals, and/or as a result of the Contractor's negligence at no additional cost to the District.

C.3.91.8 Warranty

The Contractor shall be responsible for a period of one (1) year after completion of work to maintain and guarantee all plant life. Contractor shall immediately replace all plants that are dead, unsightly, or unhealthy.

C.3.91.9 Water Source

The Contractor may connect to any existing hose bibs, water lines, or other connections which are provided for the purpose of watering at each facility, otherwise water shall be provided by and at the expense of the Contractor. The Contractor shall provide the hose, sprinklers, and any other equipment needed to properly apply the correct amount of moisture.

The Contractor shall locate and mark all underground utilities in areas of work.

C.3.91.10 Plant Pits and Location

Plant pits shall be dug one-and-one-half (1½) times the dimension of the root ball. All plants shall be set in the pit on a layer of compacted backfill (topsoil or approved soil mixture) vertically and centered accordingly. The Contractor shall place the most desirable side of the plant toward the prominent view. The Contractor shall backfill all air spaces and voids surrounding the root ball to half the depth of the ball, and then tamped so as to situate the plant in a stable and well aligned position. For balled and burlapped plants, The Contractor shall fold back and remove accordingly all excess burlap and tying cord. The Contractor shall completely remove all plastic wrapping before the placement of backfill. The Contractor shall backfill the remainder of the pit in order to conform to established grades, tamped,

and watered thoroughly, all within the same planting day. The Contractor shall take care during handling, backfilling, tamping and watering to avoid plant damage, especially cracking or breaking of the root ball.

C.3.91.11 Grass Cutting

The Contractor shall mow and maintain all grass areas identified in accordance with this solicitation at a height of two (2) inches at all times. The Contractor shall police all areas to be cut prior to mowing to remove any paper, stones, or debris, which may have accumulated. The Contractor shall collect and remove all accumulating clippings on the turf from the site immediately after mowing.

- a. Rough Cut: Only in those areas not identified as manicured lawn, the Contractor shall cut grass at approximately one-half (½) the number of frequencies as manicured lawn areas. Rough cut areas do not require removal of accumulated clippings, edging or trimming.
- b. Trimming: The Contractor shall trim around monuments, fences, poles, walls and a sign each time the grass is cut, and the trim shall be the same height as the cut grass.
- c. Edging: The Contractor shall establish and maintain a well defined line for all edging around curbs, walks and ornamentals each time the grass is cut.
- d. Lawn Planting: The Contractor shall not mow lawn areas containing naturalized plantings of flowering plants until their foliage has turned yellowish-brown and died back to the ground.

C.3.91.12 Mulching

The Contractor shall use commercial grade mulch, shredded hardwood bark or an equivalent approved by the COTR and placed around the following:

- a. Shrubs
- b. Ground Cover
- c. Flower Beds
- d. Perennials
- e. Trees
- f. Ornamentals

The Contractor shall use a consistent color and type of mulch so as to maintain a uniform mulch appearance around shrubs, ground cover, flower beds, perennials, trees, and ornamentals.

The Contractor shall maintain all mulched areas by raking, debris removal, re-establishing edging, and removal of excessive mulch and soil buildup prior to new mulch application. The Contractor shall mulch all ornamentals, including borders and openings within round cover beds, but only after fertilizer has been applied in accordance with IPNM practices.

C.3.91.13 Scheduling

The Contractor shall apply plant life between March 1st and March 15th of each year or as otherwise directed by the COTR.

C.3.91.14 Weeding

The Contractor shall remove all weeds from all ornamental and non-planted areas as described below.

C.3.91.15 Ornamentals

The Contractor shall weed all trees, shrubs, ground cover and herbaceous perennials once every two (2) weeks, or as necessary, to maintain a weed-free condition.

C.3.91.16 Non-planted Areas

The Contractor shall weed all parking lots, sidewalks and gravel areas once (1) every month, or as necessary, to maintain a weed-free condition.

C.3.91.17 Fertilizing

For the purpose of this contract, all fertilizer shall be applied in accordance with IPNM policy, giving preference to employing physical, mechanical, cultural, biological and educational tactics to prevent conditions that promote pest infestations and excess nutrient use.

The Contractor shall complete fertilizing prior to mulching and apply to the following:

- a. Trees
- b. Shrubs
- c. Ground Cover
- d. Herbaceous Perennials
- e. Turf

The Contractor shall use plant material that is healthy, robust and in good appearance.

C.3.91.18 Scheduling

The Contractor shall apply trees, shrubs, ground cover, and herbaceous perennials between March 1st and March 15th of each year, or as directed otherwise by the COTR. The Contractor shall apply a first application of turf to be included with turf renovation (August) and a second application, if required, shall follow six (6) to eight (8) weeks later.

C.3.91.19 Pruning

The Contractor shall prune and shape all trees and shrubs, including deciduous and evergreen.

- a. Trees
- b. Shrubs
- c. Ground Cover

C.3.91.20 Monthly Scheduling

MONTH	ITEM	NOTE
March	Prune trees, trim, clip, and shear vines, hedges and shrubbery. Remove underbrush, trim fence line, guard rails, sign posts, walls and flag poles. Mulch all beds and trees to three (3) inches in depth.	The Contractor shall complete all services by March 25th. A District Government representative must be present at all times when fertilizer and

	<p>Clean-up all debris generated from pruning, clipping and shearing. Police entire site, mow, edge, and collect grass. Apply herbicide along fence lines and sidewalks. Apply fertilizer to lawns, beds and trees.</p>	chemicals are being applied.
April	<p>Aerate lawn area. Re-grade, seed and sod as necessary. Trim, clip and shear vines, hedges and shrubbery after trim, clip and shear vines, each mowing. Weed beds and turn mulch, adding new mulch if necessary to maintain three (3) inches in depth. Clean-up all debris generated from pruning, clipping and shearing. Police entire site, mow, edge, and collect grass. Apply lime to grass areas.</p>	The Contractor must complete all services by April 25th. A District Government Representative must be present at all times when liming is being performed.
May	<p>Shear, clip and trim hedges, vines and shrubbery. Weed and mulch all beds and trees to maintain three (3) inches in depth. Replant shrubs and vines. Clean-up all debris generated from pruning, clipping and shearing. Police entire site, mow, edge, and collect grass Irrigate lawn and beds.</p>	The Contractor shall complete all services by May 25th. The Contractor shall perform irrigation and spraying on different days. A District Government representative must be present at all times when spraying is being performed.
June	<p>Shear, clip and trim hedges, vines and shrubbery Weed and mulch all beds and trees to maintain three (3) inches in depth Clean-up all debris generated from pruning, clipping and shearing Police entire site, mow, edge, and collect grass Irrigate lawns and beds</p>	The Contractor shall complete all services by June 25th.
July	<p>Shear, clip and trim hedges, vines and shrubbery. Weed and mulch all beds and trees to maintain three (3) inches in depth. Clean-up all debris generated from pruning, clipping and shearing. Police entire site, mow, edge, and collect grass Irrigate lawns and beds.</p>	The Contractor shall complete all services by July 25th. Irrigation and spraying shall be performed on different days. A District Government representative must be present at all times when spraying is being performed.
August	<p>Shear, clip and trim hedges, shrubbery and vines. Weed and mulch all beds and trees to maintain three (3) inches in depth. Clean-up all debris generated by shearing, clipping and trimming. Police entire site, mow, edge, and collect grass Irrigate lawns and beds.</p>	The Contractor shall complete all services by August 25th.
September	<p>Shear, clip and trim hedges, shrubbery and vines Aerate and seed Weed and mulch all beds and trees to maintain three (3) inches in depth Clean-up all debris generated by shearing, clipping and trimming Police entire site, mow, edge, and collect grass</p>	The Contractor shall complete all services by September 25th.

	Irrigate lawns and beds	
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C.3.92 Janitorial Services

C.3.92.1 General

The Contractor shall perform the required cleaning services at frequencies determined by the Contractor. Acceptable performance will be based on the District's evaluation of results, not the frequency or methods of performance. The evaluation results will be based on tenant satisfaction, Contractor and designee's inspections, District inspections, surveys and best trade practices. Final results will be the determining factor for the success or failure of this contract.

C.3.92.2 Combustible and Flammable Waste

The Contractor shall provide approved metal waste containers for flammable and combustible waste associated with the performance of this contract. Flammable and combustible waste shall be removed from the premises daily. The Contractor shall provide approved metal storage cabinets for flammable materials associated with the performance of this contract. Storage of flammable and combustibles liquids shall be limited as much as possible and shall conform to the latest edition of NFPA 30, Flammable and Combustible Liquids Code.

C.3.92.3 Environmentally Preferable Purchasing

The Contractor shall comply with OCP Directive 1303.00, dated October 1, 2003, entitled "Environmentally Preferable Purchasing." Other Federal requirements are found in Executive Order 13423—Strengthening Federal Environmental, Energy, and Transportation Management. Link to summary EPA summary of products found at <http://www.epa.gov/epp/pubs/products/index.htm>

Contractor shall consider products and equipment certified by Green Seal, non-profit organization devoted to environmental standard setting, product certification, and public education or substantially equivalent certification (2006 Cleaning Services—GS-42 10).

C.3.92.4 Cleaning Standards

The District will prescribe areas to be cleaned and the cleaning standards that the Contractors shall meet. In doing so, the District may implement a Quality Assurance (QA) Program, including inspections/evaluations of each phase of the base (routine) cleaning requirement as well as the related services performed by the Contractor. Emphasis of the District's QA Program will be placed on quality and timeliness of Contractor service delivery.

The Contractor shall perform the required cleaning services at frequencies as stipulated in the contract and in accordance with the cleaning requirements listed below:

- a. Regular Facility Business Hours (See Section J.1.4, Building description)
- b. Basic Daily (Routine) Cleaning

The Contractor shall perform daily cleaning as follows, including but not limited to:

1. Clean interior space – rooms and offices
2. Clean and disinfect restrooms, locker rooms, shower stalls, sinks and utility areas
3. Stock toilet supplies

4. Vacuum and spot clean carpet
5. Clean and maintain corridors, lobbies and entrances
6. Clean and disinfect drinking fountains
7. Collect and remove facility trash and recyclables
8. Clean exterior grounds-sidewalks, steps, entrance-ways, fountains, planters, balconies, arcades loading docks and areas, platforms, ramps, and parking areas
9. Clean stairwells and landings
10. Clean elevator cabs and surfaces
11. Clean and maintain floor surfaces - vinyl, wood and terrazzo, marble, brick pavers, and concrete
12. Clean security booth(s), desks and counters
13. Clean snack bars, vending area, concession spaces, kitchens, dining halls, pantries, seating areas, and brown bag rooms
14. Clean exercise rooms and lounges
15. Clean food courts and coffee shops
16. Clean Interior Windows and Glass Surfaces and Interior and Exterior Windows Eight Feet (8') and Below From Ground Level
17. Clean interior windows and glass surfaces and exterior glass eight feet (8') and below from the ground level
18. Surface dusting
19. Clean exterior designated smoking areas

C.3.92.5 Related Services

The COTR may direct the Contractor to perform janitorial and related work in addition to the basic (routine) cleaning. As directed by the COTR or designee, the Contractor shall perform, at no additional cost to the District, the following services:

SERVICE	FREQUENCY
Pre-treatment, up to 6" snow and ice removal	As Needed
Utility work/emergency janitorial requests	As Needed
Human, Animal and Avian Excrement Removal	As Needed
Support Services	As Needed
High dusting and cleaning beyond eight feet (8')	Quarterly
Steam clean shower areas	Quarterly
Treatment of hard floor surfaces (excluding garage)	Quarterly
Shampoo carpets and rugs	Bi-Annually
Window washing (inside and outside)	Bi-Annually
Wash Venetian blinds	Bi-Annually
Strip, seal, and maintain garage floors	Annually

***Service frequency as indicated above shall serve as a guide for the Contractor. COTR may direct the Contractor to adjust frequencies.**

C.3.92.6 Reimbursable Additional Services

Reimbursable Additional Services refer to services, outside the base services of this contract, which the COTR requests in the form of a written notification.

The District reserves the right to acquire the services from sources other than the Contractor when it is considered in the best interest of the District Government to do so, price and other factors considered. If the Contractor is asked to provide Reimbursable Additional Services, the District shall compensate the Contractor in accordance with the reimbursable services component of the contract.

The Contractor shall not divert resources from required base work while performing additional services.

See Section C.3.99 (Reimbursable Services) for complete specification.

C.3.92.7 Specifications for Basic (Routine) Daily Cleaning

a. Clean Interior Spaces – Rooms and Offices

The Contractor shall clean all interior space (includes all space not specifically identified elsewhere in the contract) to present a uniformly clean appearance. Furthermore, the Contractor shall make sure that all vertical and horizontal surfaces shall be free of dirt, dust and debris; that glass surfaces shall be clean and free of smudges; that furniture shall be free of obvious dust, dirt, and debris; that carpets will be free of obvious spots and stains and shall be clean and free of dirt and debris. Also, the Contractor shall make sure that flooring requiring a finish shall be maintained at a high luster and shall be free of all marks, dirt and debris. Finally, the Contractor shall make sure that the wood paneling shall be free of soil substances, dust, streaks, and spots.

b. Clean and Disinfect Restrooms, Locker Rooms, Shower Stalls, Sinks and Utility Areas

The Contractor shall maintain all restrooms, locker rooms, shower stalls, sinks and utility areas in a presentable and clean appearance. All fixtures shall be clean, shining in appearance, disinfected, and bright with no obvious dust, stains, streaks, soil substances, rust, mold, mildew, soap residues, mineral deposits, encrustation and organic materials. All floor and wall grout shall be maintained free of any dirt, debris, dust, grime, bacteria, or finish buildup. The Contractor shall maintain all partitions and walls to be free of dirt, graffiti, and dust.

Supply dispensers including toilet seat covers, toilet tissue, towels and soap, shall be continuously maintained and refilled throughout the day as necessary to meet the needs of the occupants. Contractor shall supply quality paper products that shall be consistent with those commonly maintained in class 'A' buildings; COTR shall approve grade of products throughout the life of the contract.

Restrooms shall be policed at three-hour intervals, or as needed, per day to prevent trash from accumulating. Frequency shall be increased after special events, such as meetings, hearings, large gatherings and press briefings, in the building. Commode seats and sinks shall be wiped during policing to maintain a clean appearance. Waste receptacles and sanitary napkin containers shall be emptied and disinfected with new bags inserted at least once daily. There shall be no sign of obvious dust, soil substances, or dirt on the walls, mirrors, stalls, and metal surfaces. These areas shall present a clean and sanitized appearance and shall be maintained odor free. Should blood, blood substances, or any unsanitary condition be present in the bathroom or anywhere else in the building, the Contractor shall clean the substance and sanitize as appropriate.

As it relates to this section, the Contractor shall comply with Occupational Safety and Health Administration (OSHA) 29 CFR 1910.1030. NOTE: The Contractor shall service all restrooms to maximum capacity during the afternoon of the last day of the contract period. Dispenser stock of paper

supplies and hand soap remaining at the termination of the last official workday shall not be removed and shall become the property of the District.

c. Stock Toilet Supplies

The Contractor shall stock all hand towels, soap, toilet tissues, toilet seat covers, sanitary napkins and deodorant air fresheners on shelf in designated storage spaces in quantities adequate to ensure sufficient supply between cleanings. The Contractor shall stock on shelf at the work site at all times a minimum of ten percent (10%) of all identified toilet supplies. In restrooms where there are broken or missing soap dispensers, the Contractor shall immediately purchase and install, repair, or replace at no additional cost to the District.

d. Vacuum and Spot Clean Carpet

The Contractor shall maintain the carpet free of spots, stains, chewing gum, tar, grease and litter and shall present a uniformly clean appearance. There shall be no evidence of carpet fuzzing. For the purpose of this contract, whenever the term carpet or carpeting is used, it is intended to include wall-to-wall carpeting, carpet tile, as well as room size rugs and area rugs.

Contractor shall develop a plan for the phase-out of equipment that does not, at a minimum, meet the following specifications:

- A.** Vacuum cleaners must meet, at a minimum, the Carpet and Rug Institute (CRI) Green Label Program requirements and shall operate at a sound level of less than 70 dBA.
- B.** Carpet extraction equipment must meet at a minimum the Carpet and Rug Institute Bronze Seal of Approval.
- C.** Powered floor maintenance equipment must be equipped with controls or other devices for capturing and collecting particulates and shall operate at a sound level less than 70 dBA.
- D.** Propane-powered floor equipment must have low-emission engines certified by the California Air Resources Board under the Small Off-Road Engines or Equipment (SORE) program, and shall be equipped with catalytic and exhaust monitoring systems in addition to other requirements for floor equipment set out in the section.
- E.** Current in-use propane-powered equipment may only be used when the building is unoccupied, and under conditions allowing for as much air circulation and exchange as possible.
- F.** Powered scrubbing machines must be equipped with a control method for variable rate dispensing to optimize the use of cleaning fluids.
- G.** Contract shall also include a quarterly maintenance component to inspect and maintain performance of janitorial equipment, as defined by the equipment vendor and records results in a maintenance log.

e. Clean and Maintain Corridors, Lobbies and Entrances

The Contractor shall maintain all corridors, lobbies and entrances in a clean appearance free from litter, dirt, debris and discarded items. The Contractor shall shampoo all carpeted corridors, lobbies and entrances at least once (1) every three (3) months in order to maintain a clean appearance, or more frequently as directed by the COTR. The Contractor shall mop all tile and non-carpeted surfaces on a daily basis in order to maintain a clean appearance, or more frequently as directed by the COTR. The Contractor shall maintain all entrances with no signs of liquid spillage, stains or foreign matter. Walls and baseboards shall be free of water splashes and markings. Metal surfaces shall be polished. Glass surfaces shall be clean and free of dirt, grime, dust, streaks, watermarks, spots, and shall not be cloudy.

f. Clean and Disinfect Drinking Fountain

The Contractor shall sanitize and maintain all drinking fountains to be free of watermarks, debris, or encrustation.

g. Trash and Recyclables Collection Process

- A. Collection and Disposal:** The Contractor shall ensure that all facility trash and recyclables be collected as necessary to assure that trash and paper are not allowed to accumulate and overflow receptacles.

The Contractor shall ensure that all recyclables be collected separately and not comingled with trash and stored in a specifically designated and labeled recycle containers.

The Contractor shall empty recyclables on a daily basis from offices where large and mid-sized centralized containers are located. Centralized containers may be large white corrugated boxes approximately 42" high holding white ledger paper and/or mixed paper and smaller corrugated boxes approximately 18" high holding newspapers. Centralized containers may also be composed of a plastic material.

- B. Collection Containers:** The District will provide Employee Desktop Trash and Recycling Containers as well as Multi-port Centralized Containers located within office suites.

The Contractor shall provide Utility Collection Carts or other equipment acceptable to the COTR, to collect and transport large quantities of recyclable materials within the Facility. The Contractor shall ensure that recyclable materials are maintained as segregated during the entire collection and hauling process. Therefore, the contractor shall never store or transport recyclables and trash together (even if bagged separately). If necessary, the Contractor may use compartmentalized Utility Collection Carts in order to avoid or give the appearance of improper comingling as described above.

Multi-port Centralized Containers may also be composed of a plastic material. Contractor shall confer with the COTR to determine which type of Multi-port Centralized Container(s) will be utilized and container placement locations.

The Contractor shall empty all Multi-port Centralized Containers into Utility Collection Carts or Oversized Marked Plastic Recycling Containers (with wheels) designed for recycling use only. The Oversized Marked Plastic Recycling Containers shall be serviced at a minimum of once (1) a week or more frequently as determined by the COTR.

- C. Labeling:** The Contractor shall provide descriptive labels in Spanish and English on all containers used to transport trash and recyclables to the loading dock or designated pick-up point within each Facility.

- D. Transport:** The Contractor shall transport all recycling containers to the loading dock or pick-up point within the Facility to be replaced by the same size and type of container for recycling transport only. As specified, on a Facility-by-Facility basis, there may be a need to empty the recycling containers into another larger container designated by the recycling hauler for transport. In these cases, the recycling containers will not be replaced.

h. Designated [Recyclable] Materials

- a. **General:** The Contractor shall separate the recycling materials (mixed office paper, including newspapers and inserts, soft cover publications, catalogs, unwanted mail, magazines, all other paper, any color any size), paperboard, corrugated boxes, food and beverage containers made of glass, plastic, tin and aluminum, toner cartridges, or other recyclable materials, as deemed appropriate by the District, from the regular trash. Separation is intended to mean that the recyclable commodities will be kept in containers that are different than the trash containers. Commingled bottles and cans should NOT be mixed with recycled paper but placed in a separate container for collection by the recyclables hauler unless the building is running a single stream recycling program. If such container is not available, place the clear plastic bags containing the bottles and cans next to the other recycling containers for open hauling collection.
 - b. **Corrugated Containers:** The Contractor shall pull corrugated containers from the trash stream and place them in designated places for recycling. The Contractor shall, if necessary, bundle or bind the corrugated containers to facilitate transport by the recycling hauler. Note: corrugated cardboard should never be placed in trash dumpsters or compactors for disposal.
 - c. **Dumpster Sites and Containers:** The Contractor shall keep all dumpster sites clean, orderly and trash shall not be allowed to blow around on the ground. Trash receptacles and waste baskets shall be emptied daily to rid them of dirt, food, beverage spoilage and odors, and shall rinse daily all trash receptacles. The Contractor shall wash all trash receptacles at the direction of the COTR. The Contractor shall set aside all broken furniture, wooden pallets and similar large objects for bulk collection pick up.
 - d. **Weighing:** The Contractor shall weigh the recycling materials during each pick-up, using scales (1) existing at the Facility, (2) on hauler's trucks equipped with weighing capability, or (3) provided by the Contractor under the direction of the COTR. The Contractor shall complete and submit the Weekly Recyclable Weight forms to the COTR every Monday.
- i. **Waste Management**

The District's waste management policy is to reduce the overall waste stream, maximize the amount of material recycled and, minimize the amount of waste disposed.

The Contractor shall provide equipment, and pay expenses for the removal and hauling away of all waste (trash and debris). Trash shall be removed from the premises daily and containers shall be cleaned (rinsed or washed as directed by the COTR) daily as to not attract vermin. Recycling vendor(s) shall be subcontracted by Contractor to remove all designated recyclables from the Facility and provide a monthly report of the volume and weight of recyclables, not just by container size. The Contractor shall place no waste or other contaminants into the District provided recycling equipment. The District may require the Contractor to develop a rebate base in which the District will retain all proceeds from the sale of designated recyclable materials.
- j. **Equipment**

The Contractor shall provide modern state-of-the-art waste removal equipment. All equipment must meet all safety requirements of ANSI 2245.1, as well as all other applicable local and state codes and regulations.
- k. **Equipment Maintenance**

The Contractor will ensure that all equipment is maintained in a sanitary condition, avoiding offensive odors and an unsightly appearance. The recycling vendor will properly maintain equipment.

l. Rat Proofing Equipment

The Contractor is responsible for ensuring that conditions which may contribute to rodent or vermin infestation, such as the accumulation of refuse around or under trash equipment, waste spillage, or any other unsanitary conditions are corrected by the waste hauler or recycling vendor within forty-eight (48) hours of notification. All trash and garbage containers must have tight-fitting lids and doors. There will be no gaps greater than one-half inch (1/2"). The Contractor shall report in writing to the COTR any problems that are not corrected within forty-eight 48 hours.

m. Damaged/Failed Equipment

If the Contractor determines that equipment is damaged or unacceptable due to mechanical failure, sanitary, or aesthetic reasons, the Contractor must immediately notify the waste or recycling hauler. The Contractor shall correct any deficiency within forty-eight (48) hours. The Contractor shall notify the COTR ensure the haulers compliance.

n. Waste Removal Scheduling and Reporting

The Contractor shall remove all waste and debris from workstations and other areas on normal Facility workdays as defined under Occupant Work Hours. All pickups must be scheduled in order to ensure that there is no disruption in the day-to-day functions of the Facility occupants. The District and the Contractor will mutually establish a schedule for pickups of all waste containers and the Contractor will notify the COTR of any deviations from this schedule. The COTR must approve all scheduled pickups, which may not be changed without the COTR's advanced approval.

Reporting Requirements

The Contractor must submit a written monthly report of the Facility's waste removal activity to the COTR within five (5) calendar days, including as a minimum the following:

A. Summary Report

A summary report, by Facility, of tonnage removed and pickups accomplished, by exact weight and not by container size or quantity.

B. Incident Report

Any unusual activity concerning the waste and recycling effort (including missed pickups and equipment failure dates).

o. Recycling and Waste Management Laws, Codes, and Regulations

The Contractor shall perform recycling as required by D.C. Law 7-226, the "District of Columbia Solid Waste Management and Multi-Material Recycling Act of 1988" currently codified as DC Code §8-1007. The regulations that accompany the code are contained in Title 21, Chapter 20 of the DCMR.

p. Clean Exterior Grounds - Sidewalks, Steps, Entrance Ways, Fountains, Planters, Balconies, Arcades, Loading Docks and Areas, Platforms, Ramps, and Parking Areas

The Contractor shall maintain all exterior grounds including sidewalks, steps, and fountains, planters, balconies, arcades loading docks, areas, platforms, ramps, and parking areas in order to present a clean appearance free from litter, dirt, trash, debris, and discarded items. The Contractor

shall not allow trash and debris to accumulate on grounds. The Contractor shall maintain the grounds to be free of all human, animal, and avian excrement. The Contractor shall maintain all exterior grounds, to be free from obvious signs of liquid, spillage, stains or foreign matter on concrete, brick and other surfaces. Frequent policing is required. Hosing down exterior areas surrounding the Building is required, weather permitting. When exterior cleaning or policing is performed, persons shall use all safety equipment and procedures required in Occupational Safety and Health Administration (OSHA) 29 CFR 1910.1030.

q. Clean Stairwells and Landings

The Contractor shall maintain all stairwells and landings free of dust, dirt, trash, debris, and discarded items, spillage and other removable soil substances. The Contractor shall maintain all carpeted stairwells and landings free of obvious dust, dirt, trash, debris, and discarded items, gum, spots, and spillage.

r. Clean Elevator Cabs and Surfaces

The Contractor shall maintain all elevator surfaces clean and free of obvious dust, dirt, smudges, soil substances, gum or other foreign matter. The Contractor shall maintain all metal surfaces free of obvious smears, smudges, or soil substances. The Contractor shall maintain all carpeted and hard floor surfaces and elevator door tracks free of soil, obvious dust, dirt, trash, debris, and discarded items, gum, spots, spillage and foreign substances.

s. Clean and Maintain Floor Surfaces - Vinyl, Wood, Terrazzo, Marble, Brick Pavers and Concrete

The Contractor shall maintain all floor surfaces free from dust, dirt, trash, debris, discarded items, marks, scuff marks, gum, and foreign matter. Floor surfaces including but not limited to wood, terrazzo, marble, and other surfaces requiring a finish shall have a uniformly clean appearance without obvious unsightly build-up. The Contractor shall maintain all treated surfaces to be slip resistant. The Contractor shall use walk-off mats at all entrances during inclement weather.

t. Clean Security Booth(s), Desks and Counters

The Contractor shall adhere to the same requirements documented in “Clean Interior Spaces – Rooms and Offices” above.

u. Clean Snack Bars, Vending Areas, Concession Spaces, Kitchens, Dining Halls, Pantries, Seating Areas and Brown Bag Rooms

The Contractor shall adhere to the same requirements as documented above in “Clean Interior Spaces – Rooms and Offices” and “Clean and disinfect restroom...” to clean snack bars, vending areas concession spaces, kitchens, dining halls, pantries, seating areas, and brown bag rooms. Refrigerators in common areas shall be completely emptied and cleaned on the last Friday of every month, or as designated by the COTR. Counters, exterior of vending machines, and all appliances in common areas shall be maintained clean and free of spillages, spots, smudges, or marks.

v. Clean Exercise Rooms and Lounges

The Contractor shall adhere to the same requirements as documented above in “Clean Interior Spaces – Rooms and Offices” and “Clean and disinfect restroom...” to clean exercise rooms and lounges.

w. Clean Food Courts and Coffee Shops

The Contractor shall adhere to the same requirements as documented above in “Clean Interior Spaces – Rooms and Offices” and “Clean and disinfect restroom...” to clean food courts and coffee shops.

x. Clean Interior Windows and Glass Surfaces and Interior and Exterior Windows Eight Feet (8’) and Below From Ground Level

The Contractor shall maintain all window and glass door surfaces in a uniformly clean appearance. The Contractor shall clean surfaces on both sides of all interior and plate glass, including spandrel glass, lobby glass, and vestibule doors. Window sashes, sills, woodwork/metalwork and other glass surroundings shall be wiped free of drippings and marks. All glass surfaces shall be maintained clean and free of dirt, dust, streaks, smudges and water spots.

y. Surface Dusting

The Contractor shall adhere to the same requirements as documented above in “Clean Interior Spaces – Rooms and Offices” to maintain all surfaces dust free. Surface dusting shall include vertical surfaces and venetian blinds.

z. Clean Designated Exterior Smoking Areas

The Contractor shall police and service designated smoking areas four to six times throughout the day or as needed to present a generally clean appearance.

C.3.92.8 Related Services

1. Shampoo Carpets and Rugs: The Contractor shall shampoo and deep clean all carpet and rugs, in addition to adherence to the “Vacuum and Spot Clean Carpet” specification above. The result shall be free of streaks, stains, odors, and spots and have a bright uniform color.

2. High Dusting and Cleaning: The Contractor shall maintain all surfaces free from all dust, lint, litter and soil, beyond seventy inches (70"). Contractor shall maintain all surfaces free from dirt, smudges and markings. Contractor shall maintain ceiling free from cobwebs and loose dirt.

3. Stripping and Refinishing Floors: The Contractor shall maintain all stripped and refinished floors for maximum gloss and uniform sheen from wall to wall including corners. The Contractor shall present all refinished floors in a clean appearance free from scuffmarks or dirt smears. The Contractor shall relocate and return all equipment and furnishings needing relocation during stripping and refinishing to their original positions.

4. Garage Cleaning: Contractor shall maintain garages free of trash, litter, feces, bird and animal excrement and carcass, bottles, cups, broken glass, oil, grease, sand, and other foreign matter. The Contractor shall power-wash all garages once (1) every year.

5. Support Services and Other Requirements: The Contractor shall furnish the required manpower, cleaning materials, and equipment for the support services. Should the Contractor fail to furnish these supplies and services upon request, the District will procure them and the Contractor shall be assessed all associated costs by deducting same from the Contractor’s submitted invoice for payment.

The support service shall be furnished at the location specified by the COTR. The work shall include, but not limited to, the following activities:

- A. Service lobbies and high public use areas.
- B. Perform special cleaning required by building occupants vacating specific building areas; conferences, hearings, cleanup work made necessary by water infiltration and similar occurrences.
- C. Assist in loading, unloading, and distribution of building supplies needed for general building operation, not tenant moves.
- D. Provide additional cleaning and servicing requirements as identified by the COTR.
- E. Set-up and dismantle tables and chairs for lobby displays for press conferences, meetings, and special events, as needed. Set-up and removal of tables and chairs for displays and events in common areas, or any other building function as directed by the COTR.
- F. Function as onsite incident commander during building emergency response situations and drills during the course of normal business operation and after hours.
- G. Report fires and hazardous conditions to the COTR.
- H. Lock rooms in security areas after cleaning and return keys to designated office.
- I. Turn in lost and found articles to the DRES Protective Services Division staff on duty or designated lost & found area.
- J. Notify the DRES Protective Services Police Division staff on duty when unauthorized or suspicious persons are seen on the premises.
- K. During inclement weather, lay out floor mats in entrances and lobbies. Clean, remove, and store mats when no longer required.

6. Snow and Ice Removal: Contractor on-site staff shall perform snow and ice removal. In the event of heavy accumulation, use of a subcontractor is acceptable, pending COTR approval. Excess snow removal (six (6) inches or more) is a reimbursable service (See Section C.3.99) and is not considered part of base services. The areas covered under this contract shall be maintained free of all hazardous conditions that develop caused by ice or snow at entrances, steps, moats, landings, sidewalks, vehicular courts, parking areas, and other approaches. No snow shall be dumped on or near trees, shrubbery, ground cover, or flowerbed areas. Chemicals and sand used shall not injure, damage, or destroy government property. All chemicals used shall be in accordance with Federal Specifications and local codes. All sidewalks, stairways, and parking lots shall be clear of all snow and ice at least thirty (30) minutes prior to the commencement of building business hour and as needed throughout the duration of the inclement weather. Snow shall be removed from the premises if the accumulation will result in blocked parking spaces or sidewalks.

NOTE: The Contractor shall be held responsible for all damage to property, grounds and landscape caused by equipment or the application of chemicals for ice and snow removal.

The Contractor shall pre-treat all sidewalks, stairways, and parking lots with the appropriate chemicals and sufficient ice-melt that may be affected by the inclement weather prior to the start of snowfall, sleet or ice events. The Contractor shall continuously treat such surfaces on an as-needed basis in order to ensure safe passage for all pedestrians and vehicles. The Contractor shall monitor the National Weather Service forecasts and shall take appropriate action in response to the forecast.

When snow and ice removal is required, the Contractor shall divert his work force, as directed by the COTR, from the normally assigned duties. These situations will result in no additional cost to the District. The Contractor shall not be adversely affected (performance evaluations or financially) for the portion of the normal daily work which otherwise would have been performed. The Contractor shall

submit an excess snow removal plan with its proposal. The plan shall include the Contractor's representatives by name and telephone number for contact twenty-four (24) hours a day, seven (7) days a week.

7. Utility Work and Emergency Janitorial Requests: The Contractor shall be responsible to provide utility cleaning services as requested by the COTR. Utility services shall result from one (1) or more of the following developments such as spills, leaks, floods, sickness, or breakage. In addition, the Contractor shall be responsible to provide special cleaning before, during and after special events.

8. Strip, Seal, and Maintain Garage Floors: The Contractor shall be responsible for stripping and sealing, with two (2) coats of sealant, the garage floors. The Contractor shall also maintain the garage, performing repairs in the garage(s), to include but not limited to: painting, patching, concrete and masonry work.

9. Treatment of Hard Floor Surfaces: The Contractor shall be responsible for stripping and waxing all hard surface floors on a quarterly basis or as directed otherwise by the COTR.

10. Window Washing: The Contractor shall maintain all windows and glass as clean, free of streaks and stains. The Contractor shall remove all paints, putty, film and foreign matter from associated frames, sills and sashes. Contractor shall perform complete facility window washing, interior and exterior, twice per year.

11. Venetian Blinds Cleaning: The Contractor shall clean and maintain all Venetian blinds including slats (both sides) and tape free of all dust, embedded dirt and cobwebs. While vertical blinds may only be cleaned in place, the Contractor may remove the Venetian blinds but shall re-hang them within two (2) business days.

12. Steam Clean Shower Areas: The Contractor shall adhere to the same requirements as documented above in "Clean Interior Spaces – Rooms and Offices" and "Clean and disinfect restroom..." to steam clean shower areas. The Contractor shall steam clean shower areas with a pressure washer having sufficient PSI to remove imbedded dirt, scales, and scum on a quarterly basis.

13. Human, Animal and Avian Excrement Removal: The Contractor shall maintain all steps, entrances, sidewalks, arcades, landings, windows, balconies, and ledges to be free of all human, animal and avian excrement while following established safety precautions. The Contractor is required to have knowledge of cautionary requirements in cleaning areas contaminated by bat, pigeon, or other avian pest excrement. The Contractor shall fully train all employees designated to perform these services using OSHA standards.

Guidelines for Removal of Bird Excrement on Buildings

All Contractor personnel must wear a National Institute for Occupational Safety and Health (NIOSH) approved full-face respirator with a high efficiency particulate air (HEPA) filter for screening particles of 0.3-micron size. Dust and particle masks are not appropriate.

Respirators must be used in accordance with OSHA regulations, 29 CFR 1910.134. This includes fit testing of respirators, maintenance, training, and storage requirements.

All Contractor personnel must wear protective coveralls, gloves, boots, and hats. Contractor personnel must not eat, drink, or smoke in the work area.

The Contractor must saturate all dry excrement with water under low pressure before removal to prevent debris from becoming airborne. The Contractor shall not scrape, shovel, or sweep dry excrement. The Contractor shall not use any compressed air to remove excrement. The Contractor shall collect all removed excrement in either plastic bags or in vacuums equipped with HEPA filters. The Contractor in accordance with all applicable Federal, State, and local regulations must dispose of collected excrement.

The Contractor agrees to never use metal scrapers or wire brushes on stone, decorative metal, or other ornamental materials. The Contractor shall use only non-metallic tools (such as plastic spatulas and brushes with natural fiber or nylon bristles, or their equivalent) on historic structures and such tools must be used to remove the excrement from all surfaces.

For excrement removal on exterior surfaces, The Contractor shall perform all from the outside of the building. The Contractor must keep all building occupants and the general public to be clear of the work site during all operations. The Contractor shall provide all barricades and signage necessary for public protection.

The Contractor shall seal all interior work sites to prevent the spread of dust into adjacent areas. The Contractor, prior to cleaning operations, shall remove movable objects that are not being cleaned from the work site. The Contractor, prior to cleaning operations, shall cover non-movable objects that are not being cleaned. The Contractor shall not commence cleaning operations until the HVAC system servicing the interior work site has been shut down.

NOTE: Historically, excrement removal practices often mandate the application of a disinfectant on the excrement prior to its removal and/or on the affected surfaces after the removal process. Nowadays, most authorities agree that there is no need to apply anything to the excrement except water, although the use of a detergent will help remove the excrement from the surface. Since the route of the infection with harmful organisms living in the excrement is via respiration, they are rendered biologically neutral if they are not airborne. In many cases, the most efficient way to apply water under low pressure to dry excrement is by means of a hand-operated sprayer.

C.3.92.9 Daily Attendance Records

The Contractor shall maintain daily attendance records of Contractor staff performing services under this contract. The Contractor shall maintain all attendance records to include each staff member's name, hours worked, location worked and facility assignments.

C.3.93 Accident Reports

The Contractor shall report to the COTR all accidents, such as those resulting in treatment of an injury at a medical facility; or damage to property other than that of the Contractor. All such accidents shall be reported to the COTR by telephone or e-mail within twenty-four (24) hours of the incident. The Contractor or Subcontractor shall forward to the COTR a copy of each accident report that is submitted to their insurance carriers no later than seven (7) calendar days after the day the accident occurred.

C.3.94 Contractor Emergency Plan (CEP)

C.3.94.1 Occupant Emergency Plan (OEP)

The Building Manager, in conjunction with the COTR, shall implement The District's and Facility Emergency Response Plan (ERP) during building emergencies. The Contractor shall support and follow the prescribed plan(s). Designated Contractor personnel, including the on-site supervisor(s), shall be thoroughly familiar with the District's ERP and shall be trained by the Contractor to fully understand their responsibilities relative to each emergency plan. The Contractor shall facilitate and participate in fire drills and other emergency type drills.

C.3.94.2 Emergency Situation Examples and Plan Due Date

Contractor participation in emergency plans shall be mandatory during building-related emergencies or natural disasters. The Contractor shall perform the required services as directed by the Property Manager and COTR to the extent allowed during all emergency situations including but not limited to fires, accident and rescue operations, Contractor personnel strikes, civil disturbances, natural disasters, and utility service outages. The Contractor's Emergency Response Plan (CERP) shall be submitted to the COTR five (5) days after award and updated as needed. The CERP shall include, at a minimum, the following:

a) Procedures

The Contractor's communication procedures to be used in providing continuous communication support to the COTR during emergencies.

b) Employee Information

Information will include the name, contact numbers (mobile and pager) and current position of each employee (in the form of a roster) that will participate in the CERP.

c) Employee Duties

The specific functions each employee shall perform during emergency situations.

d) Strike Contingency Plan (SCP)

The Contractor shall prepare a Strike Contingency Plan to be used in the event of a strike by his employees. The Strike Contingency Plan (SCP) shall be submitted with the Proposal. At a minimum, the SCP shall include the following information:

1. Continuity of Operations Plan (COOP)

A living document which outlines the process for maintaining government operations during emergency situations

2. Support Personnel

The SCP shall describe in detail how the Contractor will staff the building to provide the services defined in this specification during strikes by his employees.

3. License and Certification

The SCP shall describe in detail how the Contractor will provide personnel that meet experience requirements, assuring the District that all temporary, or replacement employees (including subcontractor employees), will meet the experience and mechanical license requirements defined in the contract.

4. Notification

Strike Contingency Plan shall contain procedures to notify the COTR of all impending actual or potential labor disputes as early as possible but no less than two (2) weeks prior to any action;

5. Temporary or Subcontractor Employees

If temporary or subcontractor employees are to be used, the same information is required as described in the Strike Contingency Plan as part of the BOP.

C.3.95 Quality Assurance Protocol (QAP)

The Contractor shall ensure that the required services meet the standards as set forth in Section C.3. The District may develop a quantifiable Quality Assurance Protocol, an M&V protocol that measures aspects of the efficiency and effectiveness of Facility systems using data from building controls, monitoring, and other data sources. QAP data will be used to:

- A. Help verify whether the Contractor is achieving the performance standards set forth in this contract;
- B. Provide assistance (or direction, if necessary) to the Contractor to improve maintenance or optimization of operational;
- C. Compare the efficiency of the facility to other facilities; and
- D. Provide data for planning future upgrades.

C.3.96 Performance Measures

The rating(s) the Contractor receives on inspections and evaluations conducted by the District will be reflected in the past performance reports. These reports may affect the exercise of options, whether contractor is awarded future District contracts and whether the contract is terminated for non-performance.

Excessive tenant complaints, non-performance or timeliness of performance may result in any of the actions noted above.

When the Contractor's non-performance results in the use of independent means to provide the service, the Contractor may be charged if additional costs are incurred.

C.3.97 Unsatisfactory Performance

Inadequate performance is just as undesirable as nonperformance, and the cost of correcting inadequate performance in a particular area may equal or exceed the cost of the initial work. If the Contractor fails to provide satisfactory service, the COTR may have the work accomplished by another contractor and deduct the cost from the payment due to the Contractor.

C.3.98 Special Conditions

C.3.98.1 Personnel

General Qualifications of Employees

- 1) Employees must meet qualifications as specified in the contract. The Contractor shall not employ any person who is an employee of the District of Columbia if the employment of that person would create a conflict of interest.
- 2) All Contractor employees, including supervisors, sub-contractors shall present a neat appearance and wear appropriate uniforms that shall not be torn, tattered, or soiled, and shall practice good personal hygiene. All Contractor employees shall wear such clothing as coveralls, smocks, uniform shirt and trousers, or uniform blouse and skirt or slacks. Clothing shall have the employee's name and the company name affixed thereon in a permanent or semi-permanent manner, such as a badge or monogram, which is easily readable. Any color or color combination is acceptable. Supervisors shall be easily recognizable, either by distinctive clothing, or by an easily readable badge or monogram. The Contractor shall ensure that every employee is in uniform no later than the time

specified by the COTR or, otherwise, no later than two (2) work days from the date an employee first enters on duty. Contractor employees shall have identification badges, which they shall wear visibly at all times while on the premises. Contractor employees shall comply with a standard uniform dress code accepted by the COTR.

- 3) The Contractor shall determine and provide additional Personal Protective Equipment (PPE) required for the safe performance of work. Protective clothing, equipment, and devices shall, at a minimum, conform to (OSHA) standards for the products being used.
- 4) Contractor and subcontractor personnel engaged in operation and maintenance activities specified by this contract shall possess licenses issued by the District of Columbia Department of Consumer and Regulatory Affairs (DCRA) or other jurisdiction equivalent to District of Columbia licensing requirements. The Chief Engineer shall possess, at a minimum, a valid 3rd Class Steam Engineers License issued by the District of Columbia. All Electricians shall possess a valid Journeyman Electrical License, issued by the District of Columbia. All elevator mechanics shall possess a valid Journeyman Elevator License. All Plumbers shall possess a valid Journeyman Plumbers License issued by the District of Columbia.
- 5) Contractor and subcontractor employees performing services on backflow preventers shall have the appropriate licenses and/or certifications.
- 6) The Contractor shall ensure that all technicians working on and around boilers and chillers possess current District of Columbia Stationary Engineers as required by the District to operate the equipment contained in this contract.
- 7) The team leader for testing and maintenance must be a fire alarm technician with a minimum National Institute for Certification in Engineering Technologies (NICET) Level III certification. The team leader must also provide proof of factory certification from the manufacturer for the type of equipment located in the building. Technicians who assist in the testing and maintenance must also provide proof of factory certification from the manufacturer for the equipment located in the building. Technicians shall be qualified to perform all fieldwork necessary to maintain the system. In addition, the business must have been in operation and established for at least three (3) years. The COTR may reject any proposed Contractor who cannot show evidence of the required qualifications.
- 8) Furthermore, maintenance and testing of the fire alarm system shall be performed in accordance with the requirements of National Fire Protection Association (NFPA) 72 and equipment manufacturer's instructions. The Contractor shall provide permanent records documenting all inspections, testing, maintenance and repairs.
- 9) The Contractor must demonstrate a good working knowledge of any additional fire protection systems covered by the contract. This includes sprinkler systems, fire pumps; smoke control, stairwell pressurization and kitchen hood systems. Maintenance of water based fire protection systems shall meet the requirements of NFPA 25 and manufacturer's instructions. All other systems must be tested per manufacturer's instructions.
- 10) The Contractor shall provide resumes of all personnel employed to perform activities under this contract. Resumes shall be submitted to the CO or designee no later than five (5) days after contract award date. Resumes shall include a copy of each employee's current licenses and certifications. All licenses, certifications, and permits for tradesmen performing work under this contract shall be kept current.
- 11) The Contractor shall provide the same required documentation for all new employees hired after the contract start date and shall submit such information to the COTR not later than ten (10) days before the employee's start work date. The Contractor shall submit to the COTR for approval the resumes, references and license(s) for all personnel prior to such personnel beginning work during the performance period(s) of the contract.

- 12) When resumes are submitted, the COTR will review the resumes, and may check the references for qualified training, competent past performance in the trades in which proposed for this contract, and reliable work history. If approved, the COTR will certify the Approval to the Contractor, in writing, prior to contract start date, or prior to the employee starting work, as applicable to the situation. If the submitted candidates are not acceptable, the Contractor must submit new candidates for the COTR's consideration.

C.3.98.2 General Personnel Qualifications

a. Qualifications of Supervisory Personnel

Contractor's supervisory personnel shall have experience sufficient to equip such personnel with the particular knowledge, skills and abilities necessary to supervise the operations and maintenance functions in buildings comparable in size and complexity to this building and its systems.

b. Qualifications of Technicians and Trainees

The Contractor shall ensure that all personnel engaged in the Work to be accomplished under this contract shall possess at least three (3) years of recent (within the past five {5} years) experience in the operation and maintenance of equipment and systems comparable in complexity to systems covered by this contract.

Trainees not meeting the experience requirement may be employed in work under this contract if under the direct supervision of Contractor's journeyman technician at all times.

The Contractor shall be granted an exception(s) to the experience requirement by the COTR on a case-by-case basis, at the sole discretion of the COTR.

C.3.98.3 Standards of Conduct

The Contractor shall be responsible for maintaining satisfactory standards of personnel and employee competence, conduct, appearance, and integrity, and shall be responsible for taking such disciplinary action with respect to his employees, and all personnel providing work under this contract, as may be necessary. The Contractor is also responsible for ensuring that his personnel do not disturb operations, remove papers on desks, open desk drawers or cabinets, or use District supplies, computers, telephones and/or office equipment except as authorized.

C.3.98.4 Security Requirements

Contractor shall comply with the following security clearance requirements and procedures that are subject to modification.

1) Sign in/Sign out Log

Subcontract employees shall identify themselves by providing appropriate information and their signatures as they enter and leave the building. The District requires all subcontract employees to sign in whenever they enter or leave the building, which includes during Hours of Operation, when providing Reimbursable Services, Deficiency Repair, or when providing any basic services. Each subcontract employee must sign out (in addition to signing in) using the same line that was used to sign in. Subcontract Supervisors must indicate their titles along with their signatures. The log, designed by the Contractor and acceptable to the District, shall be signed by all Contractor employees at the building entrance, and/or other location designated by the COTR. This log shall contain columnar line entries for such information as Date/Time of Arrival/Departure, Hours Worked and type of work Performed. All employees shall make entries to the log on-site. There shall be no exceptions to this requirement. A copy of the daily sign-in/sign-out log shall be submitted to the COTR within five (5) calendar days of each month.

- 2) The Contractor shall ensure that every employee has a Contractor identification/building pass before the employee enters on duty; these passes differ from the Contractor issued passes to its employees in that the District shall furnish these passes in accordance with Protective Services Police Division (PSPD) policies and procedures in effect. The Contractor and the COTR shall authorize each pass issued. The Contractor shall ensure that all passes are returned to the COTR upon expiration of the contract, or when employees are dismissed or terminated.
- 3) The Contractor shall ensure that all employees, including subcontractor employees, display building passes at all times. For verification purposes, the COTR, or his/her designated representative, shall periodically compare passes issued to Contract employees with their personal and or employer issued identification.

C.3.98.5 Security Clearance Requirements

The Contractor shall submit to the COTR or his designee, not later than twenty (20) working days prior to the start date of contract performance , two completed fingerprinting charts and one personal history statement, using forms provided by the District, for all Contractor personnel including subcontractor personnel who have access to the building in the performance of contract work. These forms will be submitted for new employees before they can commence duty in the Facility.

Contractor shall continue throughout the performance of the contract to provide the above security information for any new personnel, twenty (20) days in advance of the proposed assignment of such personnel. The District will make its best efforts to process the security information in twenty (20) days, but if the screening process takes longer than twenty (20) days, such delay shall not be a cause for extra payment to Contractor.

Contractor's "on-site" time measurement shall start when personnel actually start work after passing through security screening.

If the District receives an unsuitable report on any employee or prospective employee, the Contractor shall be advised immediately that such employee or prospective employee cannot continue to work or be assigned to work under the contract.

The District has full and complete authority and discretion over the granting, denying, withholding and terminating of clearances for employees and Contractor personnel, including subcontractors. The District may, as it deems appropriate, authorize and grant temporary clearance to employees of the Contractor. However, the granting of a temporary clearance to any such employee shall not be considered as assurance that full clearance will follow as a result or condition thereof. The granting of either temporary or permanent clearance shall in no way prevent, preclude or bar the withdrawal or termination of any such clearance by the District in the future.

C.3.98.6 Identification – Building Pass or Identification (ID) Badges

The Contractor shall assure that each employee has a building pass or ID badge, as required pursuant to procedures required by the building manager of the specific building(s), before beginning duties.

The Contractor shall assure that all employees visibly wear their passes with them during duty hours. The District may periodically verify the passes of Contractor employees with their personal identification.

If building security procedures require photo ID badges, the Contractor shall make his employees available for production of photo identification badges on a schedule to be worked out with the District field office. The badges will be produced by the District, at District expense, upon receipt of a favorable security report (see Section C.3.98.5, "Security Clearance Requirements"). Contractor shall remove all personnel who fail the District's security screening. Contractor employees will sign such ID badges at time of photography, if applicable. Employees shall not be permitted to begin work until badges have been issued. The Contractor shall assure that all badges are returned to the COTR as employees are terminated and when the contract expires. The Contractor shall immediately notify the COTR on loss of a badge.

C.3.98.7 Hazardous Materials/Refrigerants (CFC'S)

a. Requirements

All operation and maintenance activities specified under this contract shall comply with the Hazardous Material requirements. The Contractor shall comply with all provisions (Including any amendments) of the Clean Air Act of 1990.

b. Certification Requirements

All employees who handle refrigerants containing Chlorofluorocarbons (CFCs) must pass a United States Environmental Protection Agency (EPA) approved exam, to achieve a level IV (universal) certification and provide proof of such certification as a part of the submission of the BOP, change of personnel during this contract period and as requested by the COTR.

c. Additional Requirements

Any additional requirements of the Clean Air Act that becomes effective after the start of this contract shall be the responsibility of the Contractor.

C.3.98.8 Supplies, Materials, Equipment, Training and MSDS

The Contractor shall furnish all supplies, materials, equipment, vehicles and employee training necessary for the performance of work under this contract unless otherwise specified herein. Training shall include all applicable OSHA and other related standards. The Contractor shall retain, display, and furnish all Material Safety Data Sheet (MSDS), as required by law, for any materials used in the performance of this contract. The Contractor shall make efforts to use recycled paper products and environmentally preferable materials.

The Contractor shall provide all the manpower, supervision, materials, supplies and equipment necessary to perform all the services described herein for base (routine) cleaning, engineering, landscaping and related services. This includes the provision for all replenishable items, including but not limited to plastic trashcan liners, disposable restroom and pantry paper products, hand soap & sanitizer, ice melt, light bulbs, filters, and batteries. The Contractor shall determine frequency of cleaning as well as the cleaning methodologies to be utilized to ensure that it renders and maintains a level of cleanliness of all designated areas in a manner that is satisfactory to the users/tenants of those areas.

The Contractor shall not use any material, which the COTR determines would be unsuitable for the purpose or harmful to the surfaces to which applied.

C.3.98.9 Contractor Performance

Contractor performance will be rated by the District's evaluation of results, NOT the frequency or method of performance. The evaluation of results will be based on tenant satisfaction measured by the combination outcomes of FAST work order satisfaction surveys, other quality service tenant surveys developed by the District, resolution rate of work orders and validated tenant complaints, and the District's scheduled and/or unscheduled facility inspections.

C.3.98.10 Liability and Compliance

a. General

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.

b. Equipment

The Contractor shall furnish all equipment needed for the performance of the work under this contract. All equipment must be properly guarded and meet all applicable OSHA standards. For example, vacuum cleaners should meet the minimum requirements of the Carpet & Rug Institute's Green Label Program. Floor machines should be equipped with active vacuum attachments to capture fine particles. Filters should be replaced as necessary and in accordance with manufacturer's directions and specifications. If a piece of equipment is defective and needs repair, the Contractor shall immediately stop using the equipment. Repair or replacement of defective equipment must be made within forty-eight (48) hours.

c. Propane powered equipment shall not be used in the building.

d. Telephone (Voice, Data, Fax & Wireless)

At his own expense, the Contractor shall install private outside business phones for his use in making calls and conducting business. The Contractor is required to maintain local and long distance telephone service related to the performance of this contract. The Contractor is solely responsible for the installation, maintenance, and charges for such telephone service. The Contractor is responsible for any misuse of the service.

Additionally, the Contractor shall furnish District pagers, cell phones (with e-mail capability) and wireless messaging devices related to the performance of this contract to its employees (contractor shall utilize such items in accordance with general District policy and laws). This telephone system shall be used by the Contractor's on-site supervisors to instantly communicate with the Project Manager/Supervisor, COTR, and other parties twenty-four (24) hours a day, seven (7) days a week. Office and mobile telephone numbers shall be provided to the COTR five (5) days after contract award. In addition, on site staff shall have additional means of communication (Motorola "walkie-talkie", direct connect mobile phone feature) compatible with existing Building system, should certain areas in the building not have sufficient wireless reception.

e. Contract Employees Roster

The Contractor shall submit a roster of all contract employees to include individual tours of duty and work assignments five (5) days before contract start date. This list shall be updated by the Contractor as necessary.

f. Contract Manager

The Contractor shall submit to the COTR no later than five (5) days prior to contract start date a written notice designating a contract manager, to whom all notices issued by the District may be delivered or mailed, including notices required under the contract for proposed deductions and final decisions under the deduction provisions of the contract and two alternates telephone number shall be furnished to the COTR for contacting the contract manager. The Contractor shall use internet-accessible e-mail as a method of documented informal communication between the contract manager and District representatives.

C.3.98.11 Staff, Management, and Supervision of Work

a. Staff

The Contractor shall provide adequate trained staff and supervision to perform the requirements described in Section C.3 at each facility/site. The Contractor's staff shall at a minimum:

- 1) Perform the required services in a skillful and workmanlike manner;
- 2) Maintain a familiarity with acceptable industry standards;
- 3) Certification in training and safety including the proper use of equipment and adherence to all safety rules and regulations and shall not create any hazardous or unsafe conditions while performing work under the contract; and
- 4) Possess valid government issued identification at all times when performing work under this contract.

Additionally, the Contractor shall ensure that all on-site work required by this contract at the building is satisfactorily supervised through a continuous on-site presence ("On-Site Supervisory Employee") throughout Occupant Work Hours and during Reimbursable Service delivery. After hours work shall be supervised in the same manner; the District shall not supervise Contractor employees. If a single technician is present, that technician must be capable of working independently and must be able to speak for the Contractor for purposes of performance of the work at hand. If multiple technicians are present, the Contractor must identify one as being supervisory (although the supervisor may be a working technician).

b. On-Site Supervisory Employees

An "on-site supervisor" is a person (s) who is continually on-site at the building during Occupant Work Hours and has been designated in writing by the Contractor or Property Manager, and who has authority to act for the Property Manager on all matters relating to the daily building operation in their absence. The COTR must also approve this individual (s) prior to their assuming these duties and responsibilities.

c. Employees (General)

1. The Contractor shall have in his employ at all times a sufficient number of capable and qualified employees to enable him to properly, adequately, safely, and economically operate, maintain, and perform repairs at the Building.
2. All matters pertaining to the employment, supervision, compensation, promotion, and discharge of such employees are the responsibility of the Contractor which is, in all respects, the employer of such employees.

3. The District may require dismissal from work any employee who is identified as a potential threat to the health, safety, security, general well being or operational mission of the facility and its population.
4. Each employee of the Contractor shall be a citizen of the United States or an alien/immigrant who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-51.
5. The Contractor also agrees not to employ any person undergoing sentence of imprisonment except as provided in the contract, or by law.

C.3.98.12 Contractor's Contact & Response after Occupant Work Hours

The Contractor shall provide the COTR with telephone numbers, which may be used after Occupant Work Hours, to directly contact the Contractor, Property Operations Manager, Chief Engineer, Custodial Services Manager, Construction Project Manager(s) and on-site supervisory personnel. Telephone numbers are due to the COTR five (5) days before contract and project start. After Occupant Work Hours, the Property Operations Manger, Chief Engineer and supervisors shall be available within one (1) hour at the building, when requested by the COTR, to respond to an emergency condition. The Contractor will immediately notify the COTR of any emergency telephone number changes.

C.3.98.13 Utility Systems

Contractor responsibility for all visible and hidden utility systems shall begin immediately at the point where the local municipality or other provider terminates their service. This shall include but not limited to all building support services such as: domestic potable water, natural gas, electricity, sewer, steam, and condensate systems.

C.3.98.14 Equipment Inventory

The Equipment Inventory List provides an inventory listing of equipment and systems installed in the building which requires the performance of preventive maintenance, in addition to service call and repair performance. The inventory represents the most accurate accounting DRES has available for reference of mechanical, electrical, utility equipment and systems, but is not absolute. As stated in Section C.3.28.3, the Contractor shall submit a complete accurate building inventory to the COTR not later than thirty (30) days after contract award. The equipment inventory list does not contain information on underground utility systems, which are also the Contractor's responsibility. This list must be verified by the Contractor as required under the Preventive Maintenance section of the contract. The Contractor will have an opportunity to amend this inventory after contract award, as described in this document.

C.3.98.15 Monthly Meetings

The Contractor shall meet with the COTR on a monthly basis throughout the life of the contract. These meetings shall be held on the job site during normal working hours at a time and location established by the District. At these meetings, the Contractor shall demonstrate to the District the extent to which the Contractor has fulfilled all the requirements of the contract as well as the status of special and pending projects, repairs and supplemental requests. The Contractor shall also advise the District of all instances where the Contractor has not fulfilled any of the requirements of this contract as well as all complaints received by the Contractor which relate to the performance of the services required by the contract. The Contractor shall provide in writing to the District (within three {3} business days after this meeting) a plan and schedule (with critical milestones) to remedy all deficiencies that are identified at this meeting.

As a deliverable during the monthly meetings, the Contractor shall maintain and submit a legible up-to date log and tracking of all janitorial and related services, supplemental services, and special projects requested of the contractor pursuant to this contract by the District. At a minimum, the report shall include:

- a. The date, time, name, phone number and affiliation of requestor, nature of request and location of requirement;
- b. The nature and extent of the problem and/or work requested; and
- c. The status and/or summary of completion of each request

C.3.98.16 Ordinances, Taxes, Permits, and Licenses

Without additional expense to the District, the Contractor shall:

- a. Comply with all District of Columbia laws, regulations and ordinances;
- b. Be liable for all applicable District of Columbia taxes; and
- c. Obtain and pay for all permits and licenses governing performance under the contract

C.3.98.17 Record Retention and Document Maintenance

The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices that sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation.

The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.

The Contractor shall ensure that these records shall be subject at all reasonable times to inspection, review, or audit by District, or other personnel duly authorized by the District.

Persons duly authorized by the District shall have full access to and the right to examine any of the Contractor's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

The Contractor shall include these aforementioned audit and record keeping requirements for approved subcontracts and assignments.

C.3.98.18 Copies of the Contractor's Payrolls

Upon request in writing by the COTR, the Contractor shall within five (5) working days, furnish a certified copy of the last payroll prior to date of said request. The Contractor's payroll shall reflect payments for all Contractors' personnel working under this contract during the payroll period. The COTR may request copies of any or all payrolls during the life of the contract.

C.3.98.19 Equipment Hours of Operation

- a. The Contractor determines hours of operation.

It shall be the Contractor's responsibility to establish the appropriate times for HVAC equipment start-up and operation to ensure the building is adequately conditioned during Occupant Work Hours. The operating time for building mechanical equipment and systems shall be considered as

the hours required operating the building's heating, ventilating and air-conditioning (HVAC) equipment to provide the environmental temperatures as delineated in "Operational Requirements".

b. Documentation in BOP

The Contractor shall identify and document the hours of operation for HVAC equipment in the Contractor Building Operating Plan, which is to be submitted as part of the Operational Plan. Occupant Work Hours are identified in the contract and are to be taken into consideration when determining the Hours of Operation.

c. When to Operate Equipment

The Contractor shall start the building equipment at an hour, based upon weather conditions, which will provide proper environmental conditions during Occupant Work Hours. This same equipment shall not be operated unnecessarily during evening hours, on weekends, Federal holidays, or when the total building or specific areas of the building are not in use.

d. Exceptions

The only exception to operating this equipment at times other than Occupant Work Hours shall be providing Reimbursable Services (see Section C.3.99), or for providing freeze protection for the building and systems when weather conditions warrant such operation, or as may be instructed by the COTR.

C.3.98.20 Non-Destructive Tube Cleaning & Testing

The Contractor or Subcontractor is responsible for mechanically cleaning and "Eddy Current" Testing of all tubes on all heat exchangers associated with the Building. This includes all condenser, evaporator, pre-coolers, economizers, and oil cooler system tube bundles. The COTR is to be notified so that visual inspection of tubes can be conducted prior to "closing up" of the equipment. Results of all testing shall be provided to the COTR, in writing, not later than ten (10) days after test completion.

C.3.98.21 Backflow Preventers

Inspection, testing, and calibration of backflow preventers shall be performed by Contractor employees, or subcontractors, that have at least one (1) year experience in performing this service and shall provide evidence of this experience to the COTR thirty (30) days after contract start date, if applicable, or five (5) business days prior to commencement of work by retained subcontractor. Results of all inspections, testing, and calibrations of backflow preventers shall be submitted to the COTR immediately upon completion and shall be annotated in the appropriate equipment history file as part of the PM program requirements.

C.3.98.22 Building Electrical Distribution System, including Uninterruptible Power System (UPS)

a. Certified Report

The Contractor shall provide the COTR with a report detailing items inspected, the results of such tests, performed preventive maintenance adjustments, and a description of any defects found, and corrective actions taken to accomplish necessary repairs. The report shall include details of any equipment performance observed during the inspection that may adversely affect the safety of personnel, continuity of building service, or be in violation of codes or environment conditions. The report shall be submitted to the COTR not later than thirty (30) calendar days after completion of the work.

b. Industry Test Standards

All test work must conform to the original Installation Design Specifications and Drawings, as well as manufacturer's instruction manuals and test recommendations for each particular piece of equipment. All tests on the Building Electrical Distribution System equipment and UPS shall conform to the latest

applicable approved industry standards and Federal, State and Local Governments, and the following publications:

National Fire Protection Association (NFPA)	American National Standards Institute (ANSI)
National Electrical Manufacturers Association (NEMA)	American Society for Testing Materials (ASTM)
Institute of Electrical and Electronics Engineers (IEEE)	National Electrical Code (NEC)
National Electrical Testing Association (NETA)	Insulated Power Cable Engineer Association (IPCEA)
Occupational Safety and Health Administration (OSHA)	Testing and Maintenance of Electrical Distribution System

c. Testing and Preventive Maintenance (PM) of the building’s electrical distribution system and the UPS shall be performed by a journeyman electrician whose qualifications to perform such work have been verified by the Contractor.

d. Calibration of Test Equipment

The test equipment shall be calibrated prior to use, and the written results of such calibration provided to the COTR prior to the actual test performance. A certified testing company that has experience in performing instrument testing and calibrations shall perform calibration.

e. Personnel

The Contractor and subcontractor personnel shall be qualified to perform UPS and electrical system testing and PM requirements. The Contractor’s project manager shall make the determination as to whether the staff personnel or subcontractor, that will provide the PM testing, are qualified to perform such work, and provide this determination in writing to the COTR prior to performing any such work. The following also applies:

1. All service and testing technicians must be certified by the National Institute for Certification of Engineering Technologists (NICET), National Electrical Testing Association (NETA), or an equivalent institute or association acceptable to the COTR.
2. Personnel that are not NICET or NETA certified must have equivalent qualifications that are acceptable to both the Contractor’s Professional Electrical Engineer and the COTR.

C.3.98.23 Repairs

The Contractor shall be responsible to accomplish repairs, including service calls that have been re-classified to repairs. The Contractor shall submit to the COTR three (3) independent estimates detailing materials and labor to accomplish the repair; complete vendor or subcontractor (if relevant) documentation (proposals and invoices) shall be included. The price shall include the Contractor’s hourly rate for reimbursable services (as stipulated in Section B.5) and/or fee for repairs during and after occupant work hours, plus a reasonable cost for parts, General and Administrative (G&A) fees, and negotiated profit, not to exceed a total of ten percent (10%). There shall be only one (1) mark-up for profit, overhead, G&A, etc. (per repair/proposal) under the terms of this contract. The District will confirm the Contractor's estimated price as fair and reasonable through an independent District estimate of the repair. The District will fund the costs of repairs that are estimated to exceed the established deductible threshold per facility (See Section C.3.99.4). In other words, the Contractor will bear the cost of repairs within the deductible threshold; the District shall pay the remainder. Payment for reimbursable services will be separate from monthly payments due under the terms of this contract. The Contractor shall accomplish repairs within a time frame designated by the COTR. The Contractor shall

notify the COTR seventy-two (72) hours in advance of work that could be considered disruptive to building occupants or normal building operations.

See Section C.3.99 (Reimbursable Services) for additional specifications.

a. Notification of the COTR

The need for mechanical, architectural, or structural repairs shall be immediately reported to the COTR.

b. Authorization

Written authorization for performing repairs may be waived by the COTR in emergency/urgent situations.

c. Parts and Materials

The District reserves the right to furnish to the Contractor, any or all parts and/or materials required for repairs. If the Contractor furnishes repair parts and/or materials, the price to be paid by the District shall be on the basis of established catalog or listed prices in effect when material is furnished, less all-applicable discounts. In no event shall such price be in excess of the Contractor's sale price to his most favored customers for the same item in like quantity, or the current market price, whichever is lower.

d. Repair Dispute

In the event of a dispute regarding the price, performance, or method of repair, the Contractor may appeal the COTR'S decision to the CO and file a claim. The Contractor shall proceed diligently with the performance of the repair, pending resolution of request for relief, claim, appeal, or action relating to the dispute, and subsequently comply with the decision of the CO. All appeals and claims will be processed in accordance with the "Disputes Clause" of the contract.

C.3.98.24 Critical Equipment and Systems

All equipment and systems listed in the contract are considered critical for preventive maintenance purposes as delineated in the performance work statement of this contract. However, this list is not inclusive of all building equipment and systems that are the Contractor's responsibility to identify, operate, maintain, and repair.

C.3.98.25 Monitoring, Maintenance and Testing of Fire Alarm Systems

The Contractor shall connect the fire alarm system to a UL listed central station service. This shall include all work necessary so that all fire alarm signals (including alarm, trouble, and supervisory signals) are sent from the building fire alarm system to a UL listed central station service acceptable to the COTR. Maintenance and testing of the fire alarm system shall be performed in accordance with the NFPA 72 and the equipment manufacturer's instructions. Maintenance of water-based fire protection systems shall meet the requirements of NFPA 25 and manufacturer's instructions. The Contractor shall maintain documentation of all inspections, maintenance and repairs to the building fire alarm system equipment and provide this documentation to the COTR upon request.

C.3.98.26 Occupant Work Hours

Occupant Work Hours for the facilities covered under this contract are listed in Attachment J,1.4, Building Information.

C.3.98.27 Operation of Mechanical Equipment After Hours

The Contractor shall be responsible for the operations of mechanical, electrical, and utility equipment at the Facility at other than normal occupant work hours to prevent damage to the building, or building systems and equipment, due to freezing outdoor temperatures. The District considers these hours part of basic service and the Contractor will not be reimbursed for these hours.

C.3.98.28 Recognized Holidays

The District recognizes the following holidays:

New Year's Day	Martin Luther King's Birthday
President's Day	Emancipation Day
Memorial Day	July 4 th
Labor Day	Columbus Day
Veteran's Day	Thanksgiving Day
Christmas Day	Inauguration Day *when applicable

Notes:

- i.** Should a holiday fall on a weekend, the day designated by the Federal Government shall be recognized as the holiday.
- ii.** For Purposes of this contract, should the facilities providing special and unique services require business operations during any holiday, it shall be treated as a regular business day at no extra cost to the District.

C.3.98.29 Hours of Operation

a. Definition

Hours of operation are the minimum work hours the Contractor shall provide on-site operating personnel at the building. They are the hours that building mechanical and electrical equipment and systems shall be operated to provide the environmental temperatures as defined in the contract.

b. Services

The Contractor shall be responsible for providing all required services associated with building operation during Hours of Operation. Hours of operation generally begin before and extend beyond Occupant Work Hours. Hours of operation are to be determined by the Contractor and shall be clearly identified in the Building Operating Plan, which is submitted together with the proposal.

c. Adverse Weather Conditions or Interruption of Service Due To Renovation

The Contractor shall be responsible for the operation of building equipment and systems beyond normal hours of operation when directed by the COTR. Interruption of service to building utilities due to renovations and or construction may be permitted only with prior approval of the COTR. The Contractor will receive no additional reimbursement for these hours.

d. Additional Requirements

Contractor personnel shall be available at times other than those specified in the Contractor's Building Operating Plan. Additional requirements for Contractor personnel may include, but will not be limited to:

- 1) Reimbursable Building Operation Services.
- 2) Reimbursable Building Janitorial Services.
- 3) Emergency service calls at Other Than Occupant Work Hours for mechanical, electrical and utility systems repairs.
- 4) Operation of necessary building equipment to maintain design environmental conditions in special areas.

C.3.98.30 Security Systems

The Contractor shall not perform alterations to the Building security system unless authorized by the COTR or DRES's Protective Services Police Division.

C.3.98.31 Service Call Program

General

- i.** A service call is a notification submitted to the Contractor, either written or verbal, of a building system malfunction, or a breakdown requiring corrective action on the part of the Contractor. Time starts when a service call is initially submitted to the Contractor during Occupant Work Hours. The Contractor shall respond to service calls at other than "Occupant Work Hours" when it is an obvious fire, life, safety emergency, damage to the building is occurring, and or when the COTR, or designated representative, has determined it is an emergency. Service call time will begin when Contractor personnel sign in at the building for an "After Occupant Work Hours" response.

Service calls which result in a repair shall follow the rules and procedures set forth in the contract. Repairs shall be completed within the time frame specified in the contract or within seven (7) calendar days, whichever comes first. If the service call cannot be resolved due to circumstances beyond the Contractor's control, the COTR shall be immediately notified and a plan for resolution shall be discussed and agreed upon.

- ii.** Procedures

The Contractor shall be responsible for all costs associated with service call performance where labor, supplies, materials and parts that are within the established deductible threshold per facility (See Section C.3.99.4). If a service call is estimated by the Contractor and verified by the District to exceed the established deductible threshold, the service call will be re-classified to a "repair". A repair order will be initiated by the COTR and the District will pay all costs exceeding the deductible threshold (including labor, parts, materials, G&A and profit), to repair the equipment/system and return it to service. Service calls shall not be re-classified to repairs without authorization of the COTR. However if the service call is classified as an emergency, or urgent, the Contractor shall proceed with repairs and obtain authorization for conversion to a repair from the COTR at the earliest possible time (NLT 48 hours). The COTR, or designated representative, shall be notified of each necessary repair and shall be kept informed of the status.

C.3.98.32 Service Call Types

A. Emergency Calls

Those service calls that consist of correcting failures which constitute an immediate danger to personnel or property as determined by the COTR, or designated representative. During "Occupant Work Hours", the Contractor shall respond immediately (within fifteen {15} minutes) to emergency service calls. Response time for Emergency Calls at other than "Occupant Work Hours" shall not exceed one (1) hour. If corrective action cannot complete the service call within the deductible threshold, the service call shall be reclassified to a Reimbursable Repair in accordance with section C.3.99.1 of this contract. The Contractor shall remain on the job until each emergency situation is corrected/mitigated.

The areas listed in the contract as "High Priority Areas in the Building", require an emergency response to any service call, repair, adjustment, or other problem(s) identified to the Contractor by the District or the tenant agency.

B. Urgent Calls

Service calls during Occupant Work Hours, which interrupt or otherwise adversely impact the District, or building occupant operations. The Contractor shall respond within thirty (30) minutes to urgent service calls. If corrective action cannot complete the service call within the established deductible threshold per facility the call shall be reclassified to a Reimbursable Repair in accordance with section C.3.99.1 of this contract. Examples of urgent calls include: Inoperative electrical circuits, room temperature complaints, flush valve stuck open, and any other conditions determined urgent by the COTR and DRES Personnel.

C. Routine Calls

Routine calls are service calls during Occupant Work Hours, which are not considered urgent or emergency service calls. The Contractor shall respond within two (2) hours to routine service calls. In those instances where a service call cannot be resolved within the established deductible, the call shall be re-classified to a Reimbursable Repair in accordance with Section C.3.99.1 of this contract. The COTR, or designated representative, shall be notified of each necessary repair and shall be kept informed of the status of each.

D. Staffing

The Contractor shall be responsible for providing the appropriate administrative staffing to directly receive, record, and monitor the performance of all service calls, including service calls that are re-classified to a repair.

C.3.98.33 Parts List

The Contractor shall provide and maintain sufficient parts and supplies at the building to correct all service calls within the prescribed time limits. Contractor shall provide this list of inventory items to the COTR as defined in the contract. All parts and supplies used to complete repairs shall be new and comparable to either the original equipment or the recommended manufacturer's replacement parts if the like part is not available. All substitutions shall be approved by the COTR.

C.3.98.34 Response to Fire Protection Situations/Alarms

During Normal Occupant Work hours the Contractor shall treat all service calls regarding the fire protection system as an emergency service call and shall respond immediately. After Normal Occupant Work Hours the Contractor must provide a response time of one (1) hour upon notification of an alarm in the building. Response time to trouble or supervisory conditions on the system shall be no longer than four (4) hours upon notification. Response, when notified, must be made by personnel meeting the qualifications listed in the contract. Minor impairments of the fire alarm system shall be repaired/corrected within four (4) hours of arrival on-site. Any major impairment, which disable the fire alarm system, and leave any portion of the building unprotected require a posted fire watch for the duration of the outage. This may be accomplished by building security personnel where applicable. The system shall be repaired within twenty-four (24) hours of delivery of replacement parts.

C.3.98.35 Contractor Phase-In Phase-Out Plan

a. Contractor Phase-In-Purpose and Due Date

Up to thirty (30) days prior to the start of the contract, the Contractor will be allowed to bring his employees on-site to become familiar with the operation of the equipment and systems covered by this contract. The purpose of this phase in period is to allow the Contractor opportunities to make necessary

preparations to ensure uninterrupted performance at the start of this contract. The Contractor shall develop a phase in plan to submit for COTR approval fifteen (15) days after contract award.

b. Contractor Phase-Out-Procedures

The incumbent Contractor shall correct all existing deficiencies/repairs as they develop throughout the contract period. It is the intent of the District to have the building and mechanical deficiencies corrected prior to any follow-on contract becoming effective. The cost for deficiencies/repairs intentionally not completed or delayed by the out-going Contractor shall have the fee for such deficiency deducted from its final invoice.

c. Plan Due Date

The Contractor shall submit a proposed inspection plan to the COTR ninety (90) days before the expiration of this contract, detailing the number of personnel, times, locations, and dates the inspections will take place for the purpose of identifying any existing deficiencies with the building and building equipment. The COTR will accept or change the Contractor's inspection dates and notify the Contractor of his decision.

d. Contractor Responsibility

The COTR will facilitate a joint inspection and provide the Contractor with a copy of findings fifteen (15) calendar days after completing the inspection.

e. Correcting Deficiencies

To correct deficiencies found during the joint inspection, the following applies:

1. The COTR will document equipment identification number, equipment location and a detailed description of the deficiency(s) observed.
2. Upon request by the COTR, the Contractor shall submit a schedule for the completion of repairs.
3. Disputes that may arise between the Contractor and the COTR regarding prices or funding for repairs will be resolved by the CO. The Contractor may file a claim with the CO for any reimbursements, which are in dispute. However the Contractor shall immediately proceed with repairs when directed by the COTR.
4. If the Contractor does not proceed to correct confirmed deficiencies as directed by the COTR, the District reserves the right to have any or all of the existing deficiencies corrected by other means. The District may elect to have all, or part of this work performed by District employees or by other Contractors, and the Contractor will have the full amount of the cost for having these deficiencies corrected deducted from the final contract payment due to the Contractor. However, should the final payment not fully reimburse the District for the cost of correcting the deficiencies, the District may take additional actions to recover such costs.
5. Nothing in this Existing Deficiency Clause shall be construed as diminishing the Contractor's obligations to operate any deficient item to the extent operable, or to perform preventive maintenance on any such item.

C.3.98.36 Equipment Out-of-Service

i. Equipment Not In Service at Contract Start

Equipment not in service at contract start will be identified and listed by the Contractor; the list will be submitted to the COTR fifteen (15) days after contract start date.

ii. Equipment Out-of Service due to Seasonal Requirements

Equipment out of service due to seasonal shutdowns shall be the responsibility of the follow-on Contractor to return to service. The Contractor shall absorb all costs associated with returning seasonal equipment to service, including labor, supplies, materials and parts.

C.3.98.37 Services, Supplies, Materials, Equipment Furnished by the Contractor

- a. Except for those items or services specifically stated to be District furnished, the Contractor shall furnish everything required to perform work under this contract.
- b. The Contractor shall arrange for the installation, at his expense, of private business telephones and mobile phones, and furnish the COTR with a list of these numbers.
- c. At the expiration or termination of this contract, all equipment furnished and installed by the Contractor, to the building equipment and systems, shall remain and becomes the property of the District.

C.3.98.38 "ON THE SHELF" Replacement Parts and Materials

Ten (10) days after contract start, the Contractor shall submit to the COTR for approval, a list of "on the shelf" replacement and expendable parts and materials that he intends to stock at the building. The COTR may require the Contractor to add or delete items from this list. The Contractor's inventory of replacement parts shall include but not be limited to: Toilet seats, office door locks and keys, incandescent light bulbs, fluorescent light bulbs and ballast's, toilet and urinal flush valves, various sizes of air handling equipment shaft bearings, pulleys and fan belts, air filters, manufacturer's recommended preventive maintenance parts and any other expendable mechanical, electrical, and cleaning (janitorial) materials or items the Contractor intends to store and use at the building. This inventory shall be maintained at the same levels of items on a continuous basis. When any item is used, a replacement part shall be ordered to keep the inventory at full stock at all times. Where lights, parts and materials are visible to tenants they shall match the existing adjacent ones exactly in appearance.

C.3.98.39 Occupancy of Premises

The building may be occupied, as directed by the COTR, by the other vendors/contractors during the performance of this contract. The Contractor shall coordinate all work with others using the premises, including District agencies, and other Contractors, through the COTR.

C.3.98.40 Scheduling Work

A. Furniture Moving

Furniture and portable office equipment in the immediate area of work to be performed by the Contractor shall be moved by the Contractor, if required, and replaced to its original location by the Contractor. If the Contractor's work required by this contract will not allow furniture and portable office equipment to be replaced to its original location, new locations will be designated by the COTR for placement by the Contractor.

B. Deliveries of Materials

Delivery and storage of materials and equipment and accomplishment of all work shall be made with a minimum of interference to District operation and personnel. The Contractor shall coordinate through the COTR any deliveries involving prolonged use of the loading area or any other building entrance or space that could cause interruption in building activities prior to any interruption of activities. The Contractor shall make deliveries of all large, heavy, bulky, and "on wheels" deliveries through the

loading area only. The Contractor shall not use pedestrian entrances unless otherwise authorized by the COTR.

C. Interruptions to Building Services

The Contractor shall ensure that interruptions to building services be kept to a minimum and those, which adversely affect the environmental conditions in occupied portions of the building, shall be performed at other than Occupant Work Hours and no additional reimbursement will be provided to the Contractor.

D. Temporary Outages of Utility Services

The Contractor shall schedule with and receive approval by the COTR all temporary outages of any utility services, security or fire alarm systems required for the performance of work no less than seventy-two (72) hours in advance of such outages. When PM requirements necessitate a temporary outage of building services, the Contractor shall ensure that these PM requirements shall be accomplished at other than Occupant Work Hours with no additional reimbursement to the Contractor.

C.3.98.41 Protections and Damage

A. Contractor Responsibility

The Contractor shall provide all labor, materials, and equipment necessary for the protection of District personnel, equipment, furnishings, buildings, and building accessories (including but not limited to: parking lots and fences) from damage that may be caused by Contractor's negligence or other incident. Fixed items shall be removed, if necessary, and replaced in their original locations. Equipment, furnishings, building and building accessories damaged due to work performed by the Contractor under this contract, or under a purchase order placed to a subcontractor under this contract, shall be repaired or replaced to their original condition by the Contractor at no additional cost to the District.

B. Moving Materials

The route for moving materials or equipment within the building and the point of delivery of these materials or equipment to the building shall be approved by the COTR. The Contractor shall repair all damage done by the movement of materials or equipment at no additional cost to the District. The Contractor shall ensure that the finished repaired surface matches the original construction and finish.

C.3.98.42 Disposal of Waste and Debris Materials

The Contractor shall ensure that no material shall be thrown from windows or doors of the building. Additionally, the Contractor shall dispose of waste materials through windows or doors with enclosed chutes or receptacles only with written permission of the COTR.

The Contractor shall ensure that all debris from Contractor's work inside the building be removed from the building daily. The Contractor shall leave the Premises as neat and clean after each work shift. The Contractor shall not place debris in the existing District dumpster or compactor. The Contractor may place the receptacles for Contractor's debris only at the building after receiving permission for the use and placement of such use is coordinated with and given by the COTR.

C.3.98.43 Security and Fire Alarm

If the security, fire alarm, or sprinkler systems must be temporarily removed or disconnected from service for any reason, the Contractor must re-connect or place them back in service at the end of each workday, unless otherwise authorized by the COTR. The Contractor shall notify the COTR of any interruption in such systems immediately and all scheduling of any equipment or system outages will be through and only with prior approval from the COTR.

C.3.98.44 Work Altering the Appearance of Building

Any work, which will alter the original appearance of the building, included in this specification, or which would impact the historical or other design of the building in any manner, must be approved in advance by the COTR.

C.3.98.45 Impact and Power Tools, Open Flame

The Contractor is not permitted to use impact tools for cutting concrete or for installation of inserts and the use of power-actuated tools in occupied office spaces during Occupant Work Hours. The Contractor may use impact tools and power-actuated tools during other than Occupant Work Hours with written permission of the COTR in each instance. The COTR's permission shall specify the times and locations impact tools and power-actuated tools may be used by the Contractor. The Contractor may use burning or welding equipment only with written permission from the COTR. The Contractor must obtain a Welding and Burning Permit, issued by the COTR, or his/her representative, in advance for each day welding or burning is performed. The Contractor must also provide a copy of this permit to the building security guard desk.

C.3.98.46 Special Conditions – Facility Temperature Conditions

a. Freeze Protection

The Contract shall ensure the following:

- 1) Steam/hot water radiation systems shall be set to operate when outside temperatures fall below 35°F, and shut off when the night setback temperature is reached.
- 2) Outside air dampers on all air handlers shall close completely during unoccupied hours.
- 3) Sump heaters associated with the cooling towers that are “in service”, shall be controlled by thermostat during the winter months.
- 4) If water make-up to the tower is in service, a heat tape shall be installed on the line and shall be set by thermostat, to activate when ambient temperatures drop below 35°F.

b. Chiller Room

The Contract shall ensure the following:

- 1) Chillers shall be staged, so that the most efficient chiller load shall be operated first, then additional chillers operated to meet increased cooling demand. All chillers that are not in service shall be secured from the common header.
- 2) Chillers shall be started thirty (30) minutes before building air handlers are started and secured thirty (30) minutes before air handlers are secured.
- 3) Chiller controls shall be set to maintain 42°F chilled water when outside air temperatures are 100°F and modulate to 46°F when outside temperatures are 75°F.

c. Cooling Towers

The Contractor shall ensure the following:

- 1) Cooling towers associated with the chiller that are “in service”, shall run controlled by pneumatic thermostat to maintain a constant condenser water temperature of 70°F at the chiller;
- 2) Sump heaters for each cooling tower shall be secured during the cooling season and be controlled by thermostats during the winter months if the associated chiller is in service;
- 3) Tower not in service shall be drained and all heaters secured; and
- 4) Heat tapes to activate when the ambient temperature drops below 40°F shall protect water make-up to the tower

d. Ventilation

The Contractor shall ensure the following:

- 1) Building exhaust fans shall operate during building occupant work hours
- 2) When a carbon monoxide sensing system is used, the maximum average concentration of carbon monoxide shall not exceed (50) PPM during any eight (8) hour period or (200) PPM for a period not exceeding one (1) hour;
- 3) Operable windows will be closed during both the heating and cooling seasons; and
- 4) Thermostats will control elevator machine room exhaust fans and the EMCS will control and release outside air dampers.

e. Special Use Areas

Designated areas such as “computer rooms” or “special use areas” will be allowed cooling to maintain a constant temperature of 75°F and 50% relative humidity, or as otherwise designated by the COTR to satisfy that specific environment. These areas will be the only exceptions to the general building operation plan.

C.3.99 Reimbursable Services

Reimbursable services may consist of any of the base services listed in Section C.3 of this contract or any facility or janitorial work performed by the Contractor at the direction of the COTR that is over and above the base contract services. The determination of whether such services qualify as reimbursable depends upon when and why the service is performed, as delineated later in this section.

The Contractor shall provide all reimbursable services when requested and approved (in writing) by the CO.

Estimates of hours, if furnished, are provided for information purposes only and are not to be construed as guarantees or commitments to order reimbursable building operation services.

When the CO or COTR approves reimbursable services, either as a request or under emergency basis, the Contractor shall proceed to perform the work within forty-eight (48) hours upon initial notification for normal request for service, or within two (2) hours upon initial notification if under emergency situation. The Contractor shall adhere to approval times to commence performance and acceptable completion of such tasks as directed by the COTR.

The Contractor under the terms of this contract shall submit invoices for reimbursable services separate from the monthly fixed invoices submitted.

The two categories of reimbursable services are “Reimbursable Repairs” and “Reimbursable Additional Services.”

C.3.99.1 Reimbursable Repairs

A Reimbursable Repair is the act of restoring inoperable, dysfunctional or deteriorated equipment, systems, or material to a fully functional, non-deteriorated state. Repairs usually involve some combination of labor and replacement parts, components or materials. Additionally, the cost for such a repair must exceed the deductible threshold. The contractor may only be reimbursed for the cost in excess of the deductible. The Contractor shall not be allowed to charge a mark-up above the Direct Cost.

Replacement of parts and materials resulting from PM shall not qualify as a reimbursable repair if such replacement is predictable per the manufacturer’s specifications. See section C.3.28.3 for PM cycles greater than twelve (12) months.

Disputes that may arise between the Contractor and the COTR regarding prices or funding for repairs will be resolved by the CO. The Contractor may file a claim with the CO for any reimbursements, which are in dispute. However the Contractor shall immediately proceed with repairs when directed by the COTR.

C.3.99.2 Reimbursable Additional Services

A Reimbursable Additional Service is when the District requests an upgrade to or the replacement of existing equipment or building systems that are functioning in accordance with their intended design. A Reimbursable Additional Service may also be completely new equipment, service or minor repair or reconfiguration work not delineated in section C.3 of this contract. The Contractor may be fully reimbursed for these services and allowed to charge a mark-up for profit and administrative costs, the total of which shall not exceed ten percent (10%) of the Direct Cost.

Additional Services performed during normal business hours, only involving labor and administrative costs (i.e. no Direct Cost), shall not be reimbursed to the Contractor.

Additional Services performed outside of normal business hours, shall be fully reimbursed to the Contractor (including Direct and Indirect Costs). Work that can customarily be performed during normal business hours shall not be rescheduled outside of normal business hours.

If the District approves the use of an independent subcontractor, the Contractor shall be allowed a mark-up not to exceed 10% of the Direct Costs. However, the service or product provided by the independent subcontractor must be outside of the scope of services provided in this contract.

The Contractor has an obligation to the District to perform if it is determined that it is in its best interest to have the Contractor do the work.

The District reserves the right to acquire the services from sources other than the Contractor when it is considered in the best interest of the District Government to do so, price and other factors considered.

Unless approved by the District, the Contractor shall not divert resources from required base work to perform Additional Services.

C.3.99.3 Approvals

After approval by the District, the Contractor may perform Reimbursable Services as described in this section. Any cost of \$5,000.00 or more will require the CO's approval through a Task Order. In addition to payments based on the firm fixed-price, the District shall pay the Contractor on a direct cost reimbursement basis when services are performed on request and are outside the scope of basic services.

C.3.99.4 Deductible Threshold

The Contractor's costs may be reimbursable when repair services exceed the allowable deductible threshold (per item, repair, or event) which is set at \$1,500.00. The Contractor will get reimbursement for the cost in excess of this limit only. The Contractor shall submit to the District a separate invoice for each incident or occurrence.

C.3.99.5 Potential Reimbursable Services

The determination of whether such services qualify as reimbursable depends upon when and why the service is performed, as delineated in this section.

Consistent with Section C.3 of this contract, the following are examples of services that may be cost reimbursable:

CATEGORY	EXAMPLE OF COST REIMBURSABLE SERVICE
Electrical & Lighting	Electrical and Lighting services, equipment and systems; including Electrical Testing, Inspection and Maintenance; All electrical switchgear equipment, subsystems and inter-connecting systems; including all associated dry and wet transformers.
Mechanical	Mechanical systems and equipment, to include HVAC maintenance and repair; humidification equipment and systems; air-handling, distribution equipment and systems.
Fire Protection	Fire Protection systems and equipment including all fire alarm systems, fire extinguisher inspections, and fire sprinkler systems and associated systems;
Control Systems	Control Systems controlling all systems which themselves are within the scope;
Architectural and Structural	Architectural and Structural systems, fixtures, structures and equipment within the District owned site;
Service Call Operation	Service-call desk operations, to include record keeping using the computerized maintenance management system;
Elevators, Lift, and Escalators	Maintenance and Repair Services for Elevators, Lifts, Escalators, and related system equipment;
Generators and UPS	Maintenance and Repair of Emergency Generators, Uninterrupted Power Source systems (UPS), transformer switching devices, and all associated subsystems and battery systems for the UPS;
Oil & Gas Burning Systems	Preventive Maintenance of Oil and Gas Burning Systems;
Landscaping and Irrigation	Landscaping Services and Maintenance of Landscape Irrigation Systems;
Utility Companies	Request to utility companies to connect and disconnect service as required; provide and document consumption readings.
Underground Utilities	All underground utility systems, visible and hidden;
Property Inspection	Inspection of Property; Establishing and maintaining property records;
Custodial/Janitorial	Custodial and janitorial services to include trash removal, recyclables,

	collection and removal, window washing, power washing and other cleaning as necessary;
Water Treatment	Domestic water treatment, equipment and systems;
Signage	Installation, Maintenance and Repair of Building and Common Area Signage;
Pest Control	Extermination or Pest Control Services;
Plumbing	Maintenance and Repair of Plumbing Systems; to include sanitary sewage ejection equipment and systems, steam supply service, heating water, chilled water, steam condensate, and condenser water piping and systems;
Walls and Flooring	Painting, Plastering, Flooring, Tiling, Carpeting;
Locksmith Services	Locks and Keying Services;
Snow & Ice	Snow and Ice Removal;
Utility Systems Support	Mechanical, electrical and informational support for Utility Systems
Security Systems Support	Mechanical and Electrical Support for Security Systems;
Telecommunications Systems Support	Mechanical and Electrical Support for Telecommunication Systems;
Tenant Equipment Support	Mechanical and Electrical Support for Equipment owned and operated by tenant agencies;
EMCS Control Systems	Energy Management Control Systems, including the computers, all associated software, temperature, pressure, and flow contact points and sensors, and all other peripheral components. Upgrade of software or software licenses (to include BAS and CMMS);
Repair and Improvement	Services which consist of Operating and Maintenance services and repair and improvement services;
Roofing & Storm Drainage	Roofing, Guttering, Glazing, and Storm drainage equipment and systems;
Roofing Systems	All roofing systems including, systems on the roof associated with the building;
Additional Equipment	Additional Equipment within the facilities specified herein that are within the control of the District Department of Real Estate Services may be added by the contracting officer to the contract scope through negotiation at any time during the term of the contract;
Additional OM&R Services	Additional Services may be ordered at the discretion of the District for work relating to the OM&R or upgrade of the Facilities, but not covered in the Basic Services of the contract, as described herein;

C.3.99.6 Alteration Services

Should cost-reimbursable alteration services be required, the Contractor shall have at its disposal a qualified Project Manager to be available to coordinate and oversee various projects at the Facility to include but not be limited to: minor office reconfigurations, electrical, mechanical, and plumbing repairs and modifications as requested. The Contractor shall, along with the COTR, survey areas and review statement of work. Thereafter, the Contractor shall provide at least three (3) quotes to the COTR. Cost exceeding Five Thousand Dollars (\$5,000.00) will require a Task Order approved by the CO.

C.3.99.7 Event Services

Event Services are building operation services performed and provided by the Contractor in support of special functions and events.

Special functions and events can be held at the Facility at anytime. Additionally, occupant agencies may extend work hours beyond “normal work hours.” In these instances, it may be necessary for the Contractor to provide additional heating, cooling, ventilation, or other mechanical, or support services.

i. Direct Cost Reimbursement

The Contractor shall be reimbursed for providing Event Services building operation support when the Contractor incurs Direct Costs in association with the function.

Direct costs billing for after hours or during business hours operational support service shall be consistent with the price schedule; in this instance, mark-ups are not allowable.

ii. Indirect Cost Reimbursement

If the District approves the use of an independent subcontractor, the Contractor shall be allowed a mark-up not to exceed 10% of the Direct Costs. However, the service or product provided by the independent subcontractor must be outside of the scope of services provided in this contract.

iii. Non-Reimbursable Services

The Contractor shall not be reimbursed when Event Services building operation support only involves remote BAS temperature regulation and monitoring.

The Contractor’s duty to provide Event Services must not be confused with the Contractor’s duty to provide base services in the form of emergency service call response, inclement weather condition protection, or repair work customarily performed outside of normal building hours so as to not interfere with tenant operations. These base services may require the Contractor to perform outside of normal work hours and are not reimbursable services.

C.3.99.8 Cost Reimbursement Ceiling

The cost reimbursement ceilings per year for performing operating and maintenance services; repair and improvement services; and performing emergency services for operating and maintenance and repair and improvements shall not exceed: **\$200,000.00**

Funding for services that cross fiscal year(s) will be based on the availability of funds. The CO shall approve, any and all additional funds needed.

C.3.99.9 Reimbursement for Correction of Existing Deficiencies

The District will reimburse the incoming Contractor for all repairs to existing deficiencies pursuant to the following:

- 1) The Contractor must submit an estimate to the COTR within the fifteen (15) days of contract commencement;
- 2) The CO approves the estimated cost and authorizes the repair;
- 3) The deficiency has been corrected; and
- 4) The Contractor submits an invoice within the first thirty (30) days of the contract.

For further reference on Correction of Existing deficiencies, see Section C.3.8.3.

C.3.99.10 Reimbursement for Labeling of Building Operating Equipment

The District will reimburse the incoming Contractor for all labeling deficiencies pursuant to the following:

- i. The Contractor must submit an estimate to the COTR within fifteen (15) days of contract commencement;

- ii. The CO approves the estimated cost and authorizes the repair;
- iii. The deficiency has been corrected; and
- iv. The Contractor submits an invoice within thirty (30) days of work completion.

For further reference on Correction of Labeling of Building Operating Equipment, see section C.3.28.4.

C.3.99.11 Reimbursable Locksmith Services

In the event the COTR requests replacing locksets to maintain Government security requirements, and the locksets are not worn out or defective, the Contractor will be fully remunerated for such services, provided the Contractor receives the COTR's prior approval for the Contractor's cost estimate for performing the requested services

For further reference on Locksmith Services, see section C.3.43.3.

C.3.99.12 Reimbursable Maintenance Painting

The Contractor is not required to perform regularly scheduled painting, or paint large areas systematically (e.g. tenant spaces and conference rooms.), unless otherwise directed by the COTR; The Contractor shall be fully reimbursed.

C.3.99.13 Reimbursable Emergency Call Backs

The Contractor is allowed a minimum reimbursement of two (2) labor hours for Emergency Callback services that are deemed reimbursable.

The Contractor shall be paid for reimbursable labor emergency callbacks as specified in the price schedule, for time actually spent in the building (from sign-in time to sign-out time; transportation time shall not be reimbursed).

Reimbursement Exceptions

The Contractor shall not be reimbursed for Emergency Callback services performed when such services are necessitated by equipment failures that result from negligence, failure to perform scheduled maintenance, or operating error on the part of the Contractor. The District will evaluate the merits of all claims for reimbursements for emergency callbacks and the COTR determination is final

C.3.99.14 Vandalism Repairs

The Contractor shall replace or restore any deficiencies or breakdowns caused by public vandalism, misuse, abuse, or natural disaster. Vandalism carries a Five Hundred Dollars (\$500.00) deductible for any vandalism repairs. This means the first Five Hundred Dollars (\$500.00) charge on billable service of vandalism must be included in the Contractor's original maintenance cost proposal and the Contractor will be reimbursed for the balance owed for any labor and materials.

The Contractor at no cost to the District, however, shall eliminate graffiti and remove all trash.

The Contractor shall not be reimbursed for repair and replacement of all deficiencies and breakdowns caused by negligence, misuse, abuse or vandalism as a result of the actions (direct or indirect) of the Contractor, Contractor's agents and Contractor's employees.

SECTION D: PACKAGING AND MARKING

The packaging and marking requirements for the resultant contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March, 2007.

SECTION E: INSPECTION AND ACCEPTANCE

E.1 The inspection and acceptance requirements for the resultant contract shall be governed by clause number five (5), Inspection of Supplies, and six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March, 2007.

E.1.1 Inspection Of Supplies:

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

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

(c) The Contractor shall provide and maintain an inspection system acceptable to the District covering supplies under this contract and shall tender to the District for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the March (2007) SCP. 2 system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the District during contract performance and for as long afterwards as the contract requires. The District may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under this contract.

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

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

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

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

(f) The District has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or otherwise not in conformity

with contract requirements. The District may reject nonconforming supplies with or without disposition instructions.

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

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

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

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

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

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

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

required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the District will have the right to return the rejected materials at Contractor's risk and expense or contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the District thereby.

E.1.2. Inspection Of Services:

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

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

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

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

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

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

E.2 Quality Assurance

E.2.1 As part of the District's quality assurance program, the District may: review and, if warranted, reject any reports or other submittals required from the Contractor;

E.2.2 Review performance and service records, including but not limited to BAS data, CMMS data, and any computerized or hardcopy records maintained by the Contractor documenting performance under this contract, and require correction of any unsatisfactory conditions noted;

E.2.3 Review the adequacy of the Contractor's quality control program and documentation, and the success of this program in correcting deficiencies before the District must direct correction under its quality

assurance program. Improvements may be directed if the program is determined to be insufficient or ineffective.

- E.2.4** Obtain tenant satisfaction survey information, and require improvements in service on the basis of such information to the extent such results correlate with deficiencies in contract requirements;
- E.2.5** Make physical inspection of facility equipment and systems, to include programs and files maintained on computers and Contractor on-site offices and work areas, and require correction of deficiencies noted.
- E.2.6** Perform inspections with District personnel or independent third-party inspectors.
- E.2.7** Contractor performance will be evaluated on the basis of the performance success or deficiencies (which may involve M&V methods), success or failure in meeting other contract requirements, and the Contractor's record of correcting deficiencies when noted. While corrective actions will be noted, a record of significant performance deficiencies may lead to a performance evaluation, which is less than satisfactory even if the Contractor takes corrective action.
- E.2.8** The use or non-use of any Quality Assurance methods (e.g., an M&V program) by the District will not constitute a waiver of or excuse from contract requirements.
- E.2.9** The District may implement or change Quality Assurance measures at any time during the term of the contract.

E.3 Quality Inspection

- E.3.1** DRES may assess the Offeror's performance with respect to accomplishing the purposes outlined in the Program Scope. Specifically, the Contractor's performance shall be assessed to determine the quality of services delivered and the Contractor's ability to deliver services.

SECTION F: DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

The base term of the contract shall be for a period of one (1) year from date of award specified on the cover page of the contract.

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 four (4) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the 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.

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

F.2.3 The fixed price for the option period shall be as specified in the contract.

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

F.2.5 The exercise of this option is subject to the availability of funds at the time of the exercise of the option.

F.2.6 During any option year, contract requirements and deliverables remain the same as those of the base year.

F.3 DELIVERABLES

The Contractor shall provide specific information to the COTR according to the following schedule:

Section	Deliverable	Amount	Format/ Method of Delivery	Due Date	To Whom
C.3.8.2	Initial Inspection Report of Equipment and Systems	1	Hard copy and soft copy	Sixty (60) days after contract award	COTR
C.3.11.1	Changes in Key Personnel	1	Hard copy and soft copy	Thirty (30) days prior to effectively of change	COTR
C.3.15.5	Tour Work	1	Hard copy and soft copy	Every Friday	COTR
C.3.26.1	Comprehensive Water Treatment Program	1	Hard copy and soft copy	Thirty (30) days after contract award	COTR
C.3.26.2.a	Water Treatment Analysis	1	Hard copy and soft copy	Fifteen (15) after contract award	COTR
C.3.26.10	Water Samples Monthly Testing Report	1	Hard copy and soft copy	Every 10 th calendar day of each month	COTR

C.3.26.11	Material Safety Data Sheets (MSDS) for all chemical.	1	Hard copy and soft copy.	Ten (10) days after contract award	COTR
C.3.26.11.b	Weekly Test on Chemicals	1	Hard copy and soft copy	Weekly	COTR
C.3.28.2	Monthly Report on Preventive Maintenance for all Systems & Equipment	1	Hard copy and soft copy	Five (5) days after each month	COTR
C.3.28.3	Inventory of Equipment (includes manufacturer type, model, age, and storage location)	1	Hard copy and soft copy	Thirty (30) days of contract award	COTR
C.3.28.5	Annual Schedule of all Preventive Maintenance	1	Hard copy and soft copy	Ten (10) days after contract award	COTR
C.3.36.5	Comprehensive Report of Inspection & Testing Findings	1	Hard copy and soft copy	Ten (10) days after completion of inspection and testing	COTR
C.3.36.8.1	Thermographic Scan	1	Hard copy and soft copy	Ten (10) days after completion of scan every 2 years	COTR
C.3.37	Pump Alignment Report	1	Hard copy and soft copy	Five (5) days after completion of work done on base year, 2 nd and 4 th option year	COTR
C.3.38.3	Emergency Generator Test Result	1	Hard copy and soft copy	Five (5) days of testing	COTR
C.3.47	Roof Inspection Report	1	Hard copy and soft copy	Ten (10) days after completion of Inspection done twice a year	COTR
C.3.48	Scaffoldings Weekly Report	1	Hardy copy and soft copy	Weekly	COTR
C.3.50	Hazardous materials Inventory	1	Hard copy and soft copy	Fifteen (15) days after contract award	COTR
C.3.72.4	Self-Evaluation Report	1	Hard copy and soft copy	Five (5) days after every quarter	COTR
C.3.74	Minutes of the Meeting	1	Hard copy and soft copy	Five (5) days after each meeting	COTR
C.3.87.i	Service Call Log Form	1	Hard copy and soft copy	Five (5) days after contract award	COTR
C.3.87.3d	System Assessment	1	Hard copy and soft copy	Forty-five (45) days after contract award	COTR
C.3.88.12.g	Annual Report on Oil & Gas Systems	1	Hard copy and soft copy	Thirty (30) days after contract award	COTR
C.3.92.8.h.4	Weekly Recycle Weight Report	1	Hard copy and soft copy	Every Monday	COTR
C.3.92.8.n	Facility Waste Removal Activity Monthly Report	1	Hard copy and soft copy	Five (5) calendar days of each month	COTR
C.3.93	Accident Report	1	Hard copy and soft copy	Seven (7) days after accident	COTR

				occurred	
C.3.94.2	Contractor's Emergency Response Plan (CERP)	1	Hard copy and soft copy	Five (5) days after contract award	COTR
C.3.98.1.b	Personnel Resume & Certification	1	Hard copy and soft copy	Five (5) days after contract award	COTR
C.3.98.1.b	Resume & Certification of New Personnel	1	Hard copy and soft copy	Ten (10) days before start of work date	COTR
C.3.98.4.a	Sign-In and Sign-Out Log	1	Hard copy and soft copy	Five (5) days of each month	COTR
C.3.98.5	Security Clearance Requirements	1	Hard copy and soft copy	Twenty (20) days prior to contract start date	COTR
C.3.98.10.d	Supervisors Contact Information	1	Hard copy and soft copy	Five (5) days after contract award	COTR
C.3.98.10g	Contract Manager Designation	1	Hard copy and soft copy	Five (5) days prior to contract start date	COTR
C. 3.98.15	Remedial Plan and Schedule	1	Hard copy and soft copy	Three (3) days after monthly meeting	COTR
C.3.98.20	Tube Testing	1	Hard copy and soft copy	Ten (10) days after test completion	COTR
C.3.98.22	UPS Certified Report	1	Hard copy and soft copy	Thirty (30) days after completion of work	COTR
C.3.98.35	Phase-in Plan	1	Hard copy and soft copy	Fifteen (15) days after contract award	COTR
C.3.98.35c	Phase-out Inspection Plan	1	Hard copy and soft copy	Ninety (90) days before expiration of contract	COTR
C.3.98.35.d	Joint Inspection Result	1	Hard copy and soft copy	Fifteen (15) calendar days after completion of testing	COTR
C.3.98.36	Equipment out-of-service	1	Hard copy and soft copy	Fifteen (15) days after contract start date	COTR
C.3.98.38	"On the Shelf" Parts and Materials	1	Hard copy and soft copy	Ten (10) days after contract start date	COTR

F.3.1 The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 of this contract that is required by the fifty-one percent (51%) District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor may not be paid.

SECTION G: CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

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.

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

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit itemized invoices for base services on a monthly basis. For reimbursable and additional services, the Contractor shall submit an invoice per occurrence within 30 days of the completion and acceptance of work. Invoices shall be prepared in duplicate and submitted to the Office of Finance and Resource Management (OFRM) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.8 below. The address of OFRM is:

The Contractor shall submit proper itemized invoices for base services on a monthly basis. For reimbursable and additional services, the Contractor shall submit an invoice per occurrence within thirty (30) days of the completion and acceptance of work. Invoices shall be prepared in duplicate and submitted to the Office of Finance and Resource Management (OFRM) with concurrent copies to the COTR specified below.

Using the protocol, indicated hereinafter, and as stated above, invoices shall be submitted to both of the following offices:

AGENCY	CONTACT INFORMATION
The Office of Finance and Resource Management	Chanelle Hendrix 441 4 th Street, NW Suite 890-N Washington DC 20001 202-727-0333
Department of Real Estate Services, Facilities Division	Robin Teasley 202-724-7632 robin.teasley@dc.gov

Invoice Submission to COTR

For submission of all invoices to the COTR the following protocol must be observed.

- A.** Email all invoices to the COTR as an attachment, preferably a PDF document attachment. Do not deliver invoices by fax, hand delivery, or mail.
- B.** When emailing invoices do the following:
 - i.** Title the invoice email with the following information:
 - 1. Contractor NameINVOICES_MonthYear_NumberofInvoices
 - a. Example:
 - i. DoeIncINVOICES_Feb2010_10

- ii.** The email should only relate to invoices. This means do not reply to miscellaneous emails with invoices attached, do not attach other documents that are not relevant to the invoice.
- iii.** Send all invoices for one month of service in one email. Do not send multiple emails for different invoices.
- iv.** In the body of the email please list out all invoices submitted for that month and all totals for each invoice.

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

- A.** Contractor's name and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible)
- B.** The appropriate purchase order number.
- C.** Contract number.
- D.** Contractor assigned invoice number.
Once an invoice number is assigned by a Contractor it may not be used again for another invoice at a later date or a separate invoice within the same month.
- E.** Line item of each facility serviced with the price for each facility and the date range the facility was serviced.
- F.** Line item total of all fees.
- G.** Other supporting documentation or information, as required by the COTR or CO
- H.** Name, title, telephone number, email address, and complete mailing address of the responsible official to whom payment is to be sent.
- I.** Name, title, phone number, and email address of person preparing the invoice.
- J.** Name, title, phone number and email address of person (if different from the person identified as preparer of invoice to be notified in the event of a defective invoice).

To constitute a proper invoice for Additional Services and Reimbursable Repairs, the Contractor shall submit the following information on the invoice:

- a)** A copy of the authorized work request.
- b)** A copy of the authorized quote for Reimbursable Repairs and Additional Services
- c)** Contractor's name and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible)
- d)** Contract number found.
- e)** Contractor assigned invoice number.
Once an invoice number is assigned by a Contractor it may not be used again for another invoice at a later date or a separate invoice within the same month.
- f)** Line item of for each date of Additional Services/Reimbursable repairs.
If applicable, description, price, quantity and the date(s) those additional supplies were delivered.
- g)** Line item total of all fees.
- h)** Name, title, telephone number, email address, and complete mailing address of the responsible official to whom payment is to be sent.
- i)** Name, title, phone number, and email address of person preparing the invoice.
- j)** Name, title, phone number and email address of person (if different from the person identified as preparer of invoice to be notified in the event of a defective invoice.)
- k)** Authorized signature.

The Contractor shall invoice the District for Reimbursable Repairs and Additional Services that are authorized by the District, on a single invoice per occurrence within thirty (30) days of completion and

acceptance of work. This invoice shall clearly identify each Reimbursable Repair or Additional Service, and show further breakdown into parts and labor components. The labor component shall indicate the total labor hours or cost, and the portion of this claimed as reimbursable. If Reimbursable Repair(s) or Additional Services were subcontracted, copies of the subcontractor(s)' invoices shall be attached. If the Contractor directly purchased parts or components, copies of receipts shall be attached.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For contracts subject to the fifty one percent (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 No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with fifty one percent (51%) District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 ASSIGNMENT OF CONTRACT PAYMENTS

G.4.1 In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.

G.4.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.4.3 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.5 THE QUICK PAYMENT CLAUSE

G.5.1 Interest Penalties to Contractors

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

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

G.5.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.5.2 Payments to Subcontractors

G.5.2.1 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 a contract:

- A. Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- B. Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

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

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

G.5.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any thirty (30) day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

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

G.6 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the District only by contracting officers. The name, address and telephone number of the Contracting Officer is:

Wilbur Giles
D.C. Department of Real Estate Services
Contracting and Procurement Division
2000 14th Street, NW, 5th Floor
Washington, DC 20009
Telephone: 202-671-1302

G.7 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

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

G.7.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.

G.7.3 In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.8 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.8.1 The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR is:

Department of Employment Services (DOES) 4058 Minnesota Avenue
Robin Teasley
202-724-7632
Robin.teasley@dc.gov

G.8.2 The COTRs shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.

G.8.3 The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

G.9 COST REIMBURSEMENT CEILING

G.9.1 Cost reimbursement ceilings for this contract are set forth in Section C.3.99.8. The District will reimburse the Contractor for the actual cost associated with reimbursable repairs less the deductible threshold established in Section 3.99.4.

G.9.2 The costs for performing reimbursable services shall not exceed the cost reimbursement ceiling specified in Section C.3.99.8 as set forth in the contract.

G.9.3 The Contractor agrees to use its best efforts to perform the cost reimbursable services specified in Section C.3.99.

G.9.4 The COTR must notify the Contracting Officer, in writing; whenever it has reason to believe that the total cost for the performance of the reimbursable services will be either greater or substantially less than the cost reimbursement ceilings.

- G.9.5** As part of the notification, the COTR must provide the Contracting Officer a revised estimate of the total cost of performing this contract which include the cost reimbursable component.
- G.9.6** The District is not obligated to reimburse the Contractor for costs incurred in excess of the cost reimbursement ceiling specified in Section C.3.99.8 listed in the Contract 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 ceilings specified in Section C.3.99.8 listed in the Contract, until the Contracting Officer notifies the Contractor, in writing, that the estimated cost has been increased and provides revised cost reimbursement ceilings for performing this contract.
- G.9.7** No notice, communication, or representation in any form from any person other than the Contracting Officer shall change the cost reimbursement ceilings. 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 ceilings, whether such costs were incurred during the course of contract performance or as a result of termination.
- G.9.8** If any cost reimbursement ceiling specified in Section C.3.99.8 listed in the Contract 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 Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses. A change order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in Section C.3.99.8, unless the change order specifically increases the cost reimbursement ceiling.

G.10 PLACEMENT OF ORDERS FOR ADDITIONAL SERVICES

- G.10.1** For additional reimbursable services for \$5,000.00 or more requires the CO's approval thru a Task Order.
- G.10.2** The District will make payments to the Contractor, upon submission of proper invoices at the hourly rates stipulated in Section B.5.6, for supplies delivered and accepted and/or services delivered and accepted.

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 DOES for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2005-2103, Revision No. 8, date of last revision: 05/26/09, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Section J.1.1 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

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

H.4 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the

records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the D.C. Municipal Regulations.

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

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

H.5.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.2.4) in which the Contractor shall agree that:

- 1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and
- 2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.5.3 The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifies its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

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

H.5.4 If the contract amount is equal to or greater than One Hundred Thousand and 00/100 Dollars (\$100,000.00), the Contractor agrees that fifty-one percent (51%) of the new employees hired for the contract shall be District residents.

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

- 1) Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause;
or
- 2) Submit a request to the Contracting Officer for a waiver of compliance with section H.5.4 and include the following documentation:
 - a) Material supporting a good faith effort to comply;
 - b) Referrals provided by DOES and other referral sources;

- c) Advertisement of job openings listed with DOES and other referral sources; and
- d) Any documentation supporting the waiver request pursuant to section H.5.6.

- H.5.6** The Contracting Officer may waive the provisions of section H.5.4 if the Contracting Officer finds that:
- 1) A good faith effort to comply is demonstrated by the Contractor;
 - 2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
 - 3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
 - 4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.5.7 Upon receipt of the Contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two (2) business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

H.5.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of Five Percent (5%) of the total amount of the direct and indirect labor costs of the contract.

The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section H.5.8.

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

H.6 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability.

See 42 U.S.C. §12101 et seq.

H.7 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

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

H.8 AUDITS AND RECORDS

H.8.1 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.8.2 Examination of Costs

If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, 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 plans, or parts of them, engaged in performing the contract.

H.8.3 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 Contracting Officer, or an authorized representative of the Contracting Officer, 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:

- 1) The proposal for the contract, subcontract, or modification;
- 2) The discussions conducted on the proposal(s), including those related to negotiating;
- 3) Pricing of the contract, subcontract, or modification; or
- 4) Performance of the contract, subcontract or modification.

H.8.4 Comptroller General

H.8.4.1 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.8.4.2 This paragraph 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.8.5 Reports

If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating:

- 1) The effectiveness of the Contractor’s policies and procedures to produce data compatible with the objectives of these reports; and
- 2) The data reported.

H.8.6 Availability

The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in clauses H.8.1 through H.8.5, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in the solicitation, or for any longer period required by statute or by other clauses of this contract. In addition:

- 1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
- 2) 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.8.7 Small Purchase Threshold Clause

The Contractor shall insert a clause containing all the terms of this clause, including this section H.8.7, in all subcontracts under this contract that exceed the small purchase threshold of \$100,000, and:

- 1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
- 2) For which cost or pricing data are required; or
- 3) That requires the subcontractor to furnish reports as discussed in H.8.5 of this clause.

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

H.9.1.1 For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.

H.9.1.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

H.9.1.3 A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

H.9.2 Subcontracting Plan

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1. The prime contractor responding to this solicitation which is required to subcontract shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this

RFP shall be deemed non-acceptable and shall be rejected if the Offeror is required to subcontract, but fails to submit a subcontracting plan with its price proposal. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

- H.9.2.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.9.2.2** A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.9.2.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- H.9.2.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- H.9.2.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- H.9.2.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- H.9.2.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- H.9.2.8** A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and
- H.9.2.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.

H.9.3 Subcontracting Plan Compliance Reporting

If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21st of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:

- H.9.3.1** The dollar amount of the contract or procurement;
- H.9.3.2** A brief description of the goods procured or the services contracted for;

- H.9.3.3** The name of the business enterprise from which the goods were procured or services contracted;
- H.9.3.4** Whether the subcontractors to the contract are currently certified business enterprises;
- H.9.3.5** The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- H.9.3.6** A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and
- H.9.3.7** A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

H.9.4 Enforcement and Penalties for Breach of Subcontracting Plan

- H.9.4.1** If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and 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 clause of the Standard Contract Provisions.
- H.9.4.2** There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.
- H.9.4.3** A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

H.10 DISTRICT RESPONSIBILITIES

H.10.1 Computer Equipment

The District will supply one (1) computer workstation, including peripherals, necessary to operate building control systems (BAS). The Contractor is required to provide all other equipment needed to operate and maintain the BAS.

H.10.2 District Furnished Property

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

H.10.3 Office, Workshop, Storage Space, and Machine Rooms

The District will provide the Contractor with limited space for storage of tools and supplies, office space, and spare parts. The Contractor is responsible for accountability and security of all property and facilities furnished for Contractor use or otherwise entrusted to it; and for maintaining it in a clean, neat, and serviceable condition. If not already present in the space, the Contractor shall also be responsible for providing furniture, shelving/storage system(s), office equipment, office telephones, and all costs associated with recurring utility services (phone, internet). All spaces made available to the Contractor shall not be used to store illegal materials of any kind.

H.10.4 Furniture and Furnishings

The District may have the option to furnish workshop, office and storage space within the building to support the Contractor's operational requirements. This space may be provided to Contractor with furnishings. The Contractor must keep all existing furnishings neat and clean and be returned to the District at the expiration of the contract in reasonably the same condition as at the time of entering into the contract, less fair wear and tear. The Contractor is responsible for securing supplies and valuables belonging to the Contractor.

H.10.5 Training

The District shall provide the following trainings:

- a. Training for Fire Alarm System
 - i. The Contractor's employees shall be familiar with and able to operate the building fire alarm system and trained on the procedures to follow in the event of fire or other emergency within five (5) days of the contract award.
 - ii. In order to facilitate Contractor expertise on the Siemens Fire Alarm System. The District shall provide four (4) hours of training within this five (5) day period.
- b. Training for BAS System
 - i. The Contractors employees shall be familiar and experience in operating Johnson Controls Metasys upon award of the contract.
 - ii. In order to facilitate additional expertise the District shall provide twenty-four (24) hours of additional training from the date of substantial building completion (November 1st, 2010) till the following November 1st, 2011. This training shall not be considered a replacement of the existing requirement for experience, but rather an additional onsite building specific training for this property.

H.11 CONTRACTOR RESPONSIBILITIES

H.11.1 The Contractor shall provide all the manpower, supervision, materials, supplies and equipment necessary to perform all the services described in Section C.

H.11.2 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.11.3 The Contractor shall furnish all Material Safety Data Sheet (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.11.4 The Contractor shall furnish all equipment needed for the performance of the work under this contract. All equipment must be properly guarded and meet all applicable OSHA standards.

H.11.5 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.

1) Retail Space Exclusions

Contractor shall not be responsible for appliances, janitorial services, or retail leased/owned equipments.

2) Retail Space Responsibilities

The Contractor shall be responsible for building equipment, building systems, building structure and the infrastructure of the entire building.

H.12 ENVIRONMENTALLY PREFERABLE JANITORIAL PRODUCTS

H.12.1 Environmentally Preferable Product Goals

H.12.1.1 The District is seeking contractors to provide environmentally preferable and effective janitorial products that support the District’s environmentally preferable purchasing (EPP) contracting initiative.

H.12.1.2 Environmentally preferable products are products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison considers the life cycle of the product from raw material acquisition, production, manufacturing, packaging, distribution, re-use, operation, maintenance and disposal.

H.12.2 Environmentally Preferable Janitorial Products

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

All-purpose cleaner	General degreaser
Bathroom cleaner	General disinfectant
Bathroom deodorizers	Glass/window cleaner
Bathroom disinfectant	Graffiti remover
Bathroom hand cleanser/soap	Gum remover
Carpet cleaner	Lime and scale remover
Chrome and brass cleaner/polish	Solvent spotter
Floor stripper/finish	Urinal deodorizers/cleaner
Furniture polish	Wood floor (wax/cleaner/finish)

H.12.3 Prohibited Cleaning Products

Janitorial products with the following ingredients shall not be used because they pose an unacceptable risk to the person using the product, building occupants and the environment:

Alkylphenol Ethoxylates	Naphthalene
Benzyl Alcohol	Nitritotriacetic Acid
CFC-22; Chlorodifluoro Methan	Paradichloro benzene
Coconut Oil; Diethanolamine	Perchloroethylene

Diethanolamine	Tetrachloroethylene
HCFC-142b	Toluene
Lauric Acid Diethanolamine	Tributyl Tin
Methyl Chloroform; 1,1,1,-TCE	Trichlorethylene
Methyl Ethyl Ketone	

H.12.4 Janitorial Product Health and Environmental Requirements

The Contractor shall only use janitorial products during the performance of this contract that meet the following requirements:

H.12.4.1 Skin and Eye Irritation

This attribute refers to janitorial cleaning supplies containing chemicals that are either mildly or strongly irritating to the skin or eyes. These substances are either highly alkaline or acidic.

The Contractor shall use products with a pH between 7.2 and 7.8 which are acceptable alkaline levels.

H.12.4.2 Food Chain Exposure

This attribute refers to ready-to-use cleaning products containing ingredients that are consumed by smaller aquatic plants and animals that increase in concentration through the food chain.

The Contractor shall use products when the bio-concentration factor (BCF) measured are less than 1,000.

H.12.4.3 Air Pollution Potential

This attribute refers to janitorial products containing volatile organic compounds (VOC) that could form smog once in the atmosphere, thereby causing irritation of the eyes, nose, throat, lungs and asthma attacks.

The Contractor shall not use products containing volatile organic compounds (VOC) in concentrations that exceed 10% of the weight of the product.

H.12.4.4 Fragrances

This attribute refers to products containing fragrances that are added to the formulation to improve an odor or to mask an offensive odor. This attribute does not include natural odors associated with cleaning agents (e.g. a lemon odor).

The Contractor shall not use products containing fragrances that are added to the formulation to improve an odor or to mask an offensive odor.

H.12.4.5 Dyes

This attribute refers to dyes that have been added to a formulation to enhance or change the product's color.

The Contractor shall use products without dyes.

H.12.4.6 Minimizing Exposure to Concentrates

This attribute refers to the possibility that an end-user of a product could be exposed to a concentrated form of the product, thereby exposing the end-user to a greater health risk than that caused by exposure to the ready-to-use product.

If possible, the Contractor shall use products that are not in a concentrated form.

If the Contractor uses products in a concentrated form, it must be a part of a system by which chemicals are only transferred between closed containers, thereby reducing the risk of harm to the end-user.

H.12.5 Packaging Reduced/Recyclable

H.12.5.1 If possible, the Contractor shall use products that are in reusable, refillable, or recyclable containers or are otherwise made from recycled content products.

H.12.5.2 No products shall be delivered in aerosol cans.

H.12.5.3 All products must be available in non-aerosol containers such as ready-to-use pump action sprays, air-charged refillable containers or spray bottles.

H.12.6 Product Safety

H.12.6.1 The Contractor shall be responsible for:

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

H.13 ENVIRONMENTALLY PREFERABLE SOLVENT PRODUCTS

H.13.1 Environmentally Preferable Products Goals

H.13.1.1 The District is seeking contractors to provide environmentally preferable and effective solvent products that support the District's environmentally preferable purchasing (EPP) contracting initiative.

H.13.1.2 Environmentally preferable products are products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison considers the life cycle of the product from raw material acquisition, production, manufacturing, packaging, distribution, re-use, operation, maintenance and disposal.

H.13.2 Environmentally Preferable Solvent Products

H.13.2.1 Solvents are fluids or a mixture of fluids capable of dissolving substances to produce compositions for industrial value.

H.13.2.2 Solvent products subject to the requirements of this clause include, but are not limited to, the following classes:

- a) Alcohols. Alcohols are solvents that dissolve substances such as shellacs, vinyls, acrylics, epoxies and silicones.
- b) Aliphatic Hydrocarbons. Aliphatic hydrocarbons are solvents often found in coatings and insecticides. Commonly used as degreasers and solvents for acrylics and epoxies. Common aliphatics include mineral spirits, paint thinner, petroleum distillates, VM&P Naphtha, kerosene, gasoline and heptane (all of which are extremely flammable).
- c) Aromatic Hydrocarbons. Aromatic hydrocarbons are substances used in printing, fiberglass-reinforced products, glues and veneers. Common aromatics include toluene (toluol), xylene (xylol), coal-tar naphtha, styrene and benzene.
- d) Chlorinated Hydrocarbons. Chlorinated hydrocarbons are commonly used degreasers, dry cleaning agents, rubber solvents and paint strippers found in coatings, resins and tars. Common chemicals in this class include perchloroethylene, methylene chloride, carbon tetrachloride, methyl chloroform and trichloroethylene.
- e) Glycols. Glycols, which are water-soluble solvents used as lubricants, are found in cosmetics, coatings, resins and dyes. Glycol ethers include butyl cellusolve (2-butoxyethanol), cellusolve (2-ethoxyethanol), methyl cellusolve (2-methoxyethanol), and cellusolve acetate (2-ethoxyethyl acetate). Most common glycol ethers are combustible.
- f) Esters. Esters have differing chemical properties depending on their use including methyl formate, ethyl acetate, isopropyl acetate, methyl acetate, secamylacetate, and isoamyl acetate (banana oil).
- g) Ethers. Ethers are ingredients in dyes, resins, waxes, cellulose nitrate and fuels, including ethyl ether, tetrahydrofuran, dioxane and isopropyl ether.
- h) Ketones. Ketones are solvents for dyes, resin and waxes that are used to manufacture plastics, synthetic fibers, explosives, cosmetics and medicines. Some examples of ketones include acetone, methyl ethyl ketone, cyclohexanone and isophorone.
- i) Other Solvents. Other types of solvents include freon, turpentine, dimethylformamide and carbon disulfide.

H.13.3 Solvent Environmental Requirements

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

H.13.3.1 Health Hazards

Bodily Contact - The Contractor shall not use solvent products that irritate or harm the skin, eyes, nose and throat from direct contact with the solvents;

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

Ingestion – The Contractor shall not use solvent products that if ingested or exposed to for a period of time cause damage to the brain, liver, kidney, respiratory system and nervous systems.

H.13.3.2 Physical Hazards

Flammable materials are substances that will easily ignite, burn and serve as fuel for a fire. The flash point is the lowest temperature at which a liquid gives off enough vapors which, when mixed with air, can be easily ignited by a spark. The lower the flash point, the greater the risk of fire or explosion.

The Contractor shall not use solvent products that are a potential fire hazard or have a low flash point. A solvent is flammable and a serious fire hazard if its flash point is below 37.8C (100F).

H.13.4 Prohibited Solvents

The following solvent products are recognized by the National Institute for Occupational Safety and Health (NIOSH) as carcinogens, ozone-depleting solvents or as reproductive hazards in the workplace and shall not be used:

Benzene	Carbon tetrachloride
Trichloroethylene	1,1,2,2-tetrachloroethane
2-methoxyethanol	2-ethoxyethanol
Methyl chloride	Trichlorotrifluoroethane
Chlorinated Fluorocarbon Compounds	

H.13.5 Packaging Reduced/Recyclable

H.13.5.1 If possible, the Contractor shall use products that are in reusable, refillable, or recyclable containers or are otherwise made from recycled content products.

H.13.5.2 No products shall be delivered in aerosol cans.

H.13.5.3 All products must be available in non-aerosol containers such as ready-to-use pump action sprays, air-charged refillable containers, or spray bottles.

H.13.6 Product Safety

H.13.6.1 The Contractor shall be responsible for:

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

H.14 ENVIRONMENTALLY PREFERABLE PAINT PRODUCTS

H.14.1 Environmentally Preferable Products Goals

H.14.1.1 The District is seeking contractors to provide environmentally preferable and effective paint products that support the District's environmentally preferable purchasing (EPP) contracting initiative.

H.14.1.2 Environmentally preferable products are products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that

serve the same purpose. This comparison considers the life cycle of the product from raw material acquisition, production, manufacturing, packaging, distribution, re-use, operation, maintenance and disposal.

H.14.2 Paint Environmental Requirements

H.14.2.1 The requirements and restrictions contained in this clause shall apply to all architectural and anti-corrosive paints used during the course of this contract.

H.14.2.2 Due to the documented health risks associated with high Volatile Organic Compound (VOCs) levels, the Contractor shall use only paint and paint products that do not exceed the maximum allowable VOC content in the table below for each type of paint:

Product Type	Type of Paint	VOCs (grams/liter)	VOCs(pounds/gallon)
Category I	Interior		
	Architectural		
	a. Flat	50 g/l	0.42 lb/gal
	b. Non-Flat	150 g/l	1.25 lb/gal
Category II	Exterior		
	Architectural		
	a. Flat	100 g/l	0.83 lb/gal
	b. Non-Flat	200 g/l	1.66 lb/gal
Category III	Anticorrosive		
	a. Flat	250 g/l	2.1 lb/gal
	b. Semi-Gloss	250 g/l	2.1 lb/gal
	c. Gloss	250 g/l	2.1 lb/gal

H.14.3 Prohibited Paint Components

Paints often contain inorganic and organo-metallic components used as preservatives, additives and pigments. The following is a list of organic compounds and components prohibited under this contract:

1,1,1 Trichloroethane	Formaldehyde
1,2 Dichlorobenzene	Hexavalent chromium
Acrolein	Isophorone
Acrylonitrile	Lead
Antimony	Mercury
Benzene	Methylene chloride
Butyl benzyl phthalate	Methyl ethyl ketone
Cadmium	Methyl isobutyl ketone
Di (2-ethylhexyl) phthalate	Naphthalene
Dimethyl phthalate	Toluene (Methylbenzene)
Di-n-butyl phthalate	Vinyl Chloride
Ethylbenzene	

H.14.4 Packaging

Paint cans and their components shall not be fabricated with lead.

H.14.5 Product Safety

H.14.5.1 The contractor shall be responsible for:

- a) Any damage to personnel, buildings, furniture or equipment directly traceable to their use of prohibited paint.
- b) Evacuating and warning individuals that might be affected by any spills or leakages directly traceable to their use of prohibited paint.
- c) Any spills or leaks that occur during the use or transportation of their products.
- d) Paying the clean up cost for any spills or leaks that occur while they are unloading, transporting or otherwise using their products.

H.15 WAY TO WORK AMENDMENT ACT OF 2006

H.15.1 Except as described in H.15.8 below, the Contractor shall comply with Title I of the “Way to Work Amendment Act of 2006”, D.C. Law 16-118, effective June 9, 2006, for contracts for services in the amount of One Thousand and 00/100 Dollars (\$100,000) or more in any twelve (12) month period.

H.15.2 The Contractor shall pay its employees and subcontractors who perform services under this contract no less than the current living wage published on OCP’s website at <http://www.ocp.dc.gov>.

H.15.3 The Contractor shall include in any subcontract for Fifteen Thousand and 00/100 Dollars (\$15,000) or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

H.15.4 The Department of Employment Services (“DOES”) shall adjust the living wage annually and the OCP will publish the living wage rate on its website at <http://www.ocp.dc.gov>.

H.15.5 The Contractor shall provide a copy of the fact sheet attached to each employee and subcontractor who performs services under the contract. The Contractor shall post the notice attached in a conspicuous place in its place of business. The Contractor shall include in any subcontract for Fifteen Thousand and 00/100 Dollars (\$15,000) or more a provision requiring the subcontractor to post the notice attached in a conspicuous place in its place of business.

H.15.6 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for Fifteen Thousand and 00/100 Dollars (\$15,000) or more under the contract.

H.15.7 The payment of wages required under the Living Wage Act shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 et seq.

H.15.8 The requirements of the Living Wage Act do not apply to:

- i. Contracts or other agreements that are subject to wage level determinations required by federal law;
- ii. Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- iii. Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;

- iv. Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- v. Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act;
- vi. An employee under twenty-two (22) years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act;
- vii. Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- viii. Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- ix. Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- x. Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.15.9 The Mayor may exempt a Contractor from the requirements of the Living Wage Act, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act.

H.16 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

H.16.1 The key personnel 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 COTR at least thirty calendar days in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact upon the contract. Proposed substitutions of personnel shall be subject to prior review and approval of the COTR.

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 March, 2007 (“SCP”) are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

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

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed 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

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

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

I.5.3 The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. “Computer Programs” include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering

analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.5.7** The restricted rights set forth in section I.5.6 are of no effect unless
- A.** the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

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

- B.** If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software

unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

- I.5.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, 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.
- I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, 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 this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.5.11** 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.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work
- I.6 OTHER CONTRACTORS**
The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

I.7 SUBCONTRACTS

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

I.8 INSURANCE

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 Contracting Officer giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the Contracting Officer. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia 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 Contracting Officer 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 Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. 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; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
Employer's Liability Insurance. The Contractor shall provide 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.
4. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess

liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$5,000,000 per occurrence, including the District of Columbia as additional insured.

5. Professional Liability Insurance (Errors & Omissions). The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$3,000,000 annual aggregate.
The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.
 6. Crime Insurance (3rd Party Indemnity). The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the 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.
 7. Environmental Liability Insurance. The Contractor shall provide a policy to cover costs associated with bodily injury, property damage and remediation expenses associated with pollution incidents including, but not limited to, mold, asbestos or lead removal. The policy shall provide a minimum of \$1,000,000 in coverage per incident and \$2,000,000 aggregate.
- 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.
- D. 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.
- E. 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.
- F. NOTIFICATION. The Contractor shall immediately provide the Contracting Officer 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 Contracting Officer.
- G. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Wilbur Giles
D.C. Department of Real Estate Services
Contracting and Procurement Division
2000 14th Street, NW, 5th Floor
Washington, DC 20009
Telephone: 202-671-1302
wilbur.giles@dc.gov

H. 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 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.2.2. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H), the Contract Clauses (Section I), and the SCP.

I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

Any contract in excess of One Million and 00/100 Dollars (\$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 Officer.

I.13 CONTINUITY OF SERVICES

I.13.1 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.13.1.1 Furnish phase-out, phase-in (transition) training; and

I.13.1.2 Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

I.13.2 The Contractor shall, upon the Contracting Officer's written notice:

I.13.2.1 Furnish phase-in, phase-out services for up to ninety (90) days after this contract expires and

- I.13.2.2** 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.13.3** 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.13.4** 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.13.5** 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.14 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.15 COST-REIMBURSEMENT CONTRACTS

If this contract is a cost – reimbursement contract, then only costs determined in writing to be reimbursable by the Contracting Officer, in accordance with the cost principles set forth in rules issued pursuant to Title VI of the Procurement Practices Act of 1985 shall be reimbursable.

I.16 DISCRIMINATION CLAUSES

I.16.1 Anti-Discrimination Clause:
The Contractor:

- I.16.1.1** Shall not discriminate in any manner against any employee or applicant for employment in violation of Section 211 of the District of Columbia Human Rights Act (DC Law 2-38; DC Official Code Section 2-1402.11);
- I.16.1.2** Shall include a similar clause in every subcontract, except subcontracts for standard commercial supplies or raw materials;

I.16.1.3 Shall, along with all subcontractors, post in a conspicuous place available to employees and applicants for employment, a notice setting forth the provisions of the anti-discrimination clause set out in Section 251 of the District of Columbia Human Rights Act (DC Official Code Section 2-1402.51).

I.16.2 Non-Discrimination Clause:

I.16.2.1 The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, approved December 13, 1977, as amended (D. C. Law 2-38; D. C. Official Code §2-1402.11) (2001 Ed.) (“Act” as used in this Section). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, Contractor agrees and any subcontractor shall agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause as provided in Section 251 of the Act.

I.16.2.2 Pursuant to rules of the Office of Human Rights, published on August 15, 1986 in the D. C. Register and Mayor’s Order 2002-175 (10/23/02), 49 DCR 9883, the following clauses apply to this contract:

I.16.2.2.1 The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence or business. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.

I.16.2.2.2 The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence or business. The affirmative action shall include, but not be limited to the following:

- A. employment, upgrading or transfer;
- B. recruitment, or recruitment advertising;
- C. demotion, layoff, or termination;
- D. rates of pay, or other forms of compensation; and
- E. selection for training and apprenticeship.

I.16.2.2.3 The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Agency, setting forth the provisions in subsections

I.16.2.2.1 and I.16.2.2.2 concerning non-discrimination and affirmative action.

I.16.2.2.4 The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in subsection I.16.2.2.2.

I.16.2.2.5 The Contractor agrees to send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

I.16.2.2.6 The Contractor agrees to permit access to his books, records and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of Human Rights or designee, for purposes of investigation to ascertain compliance with this chapter, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.

I.16.2.2.7 The Contractor agrees to comply with the provisions of this chapter and with all guidelines for equal employment opportunity applicable in the District of Columbia adopted by the Director of the Office of Human Rights, or any authorized official.

I.16.2.2.8 The Contractor shall include in every subcontract the equal opportunity clauses, subsections I.16.2.2.1 through I.16.2.2.9 of this section, so that such provisions shall be binding upon each subcontractor or vendor.

I.16.2.2.9 The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or 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.17 AUDITS, RECORDS, AND RECORD RETENTION:

I.17.1 At any time or times before final payment and three (3) years thereafter, the CO may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be reduced by amounts found by the CO not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the District Government and an overpayment is found, the Contractor shall reimburse the District for said overpayment within thirty (30) days after written notification.

I.17.2 The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation.

I.17.3 The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.

I.17.4 The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the CO.

I.17.5 Persons duly authorized by the CO shall have full access to and the right to examine any of the Contractor's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

I.17.6 The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

I.17.7 In the event of a conflict between Article 28 of the General Provisions of the Standard Contract Provisions for Construction Projects, January 2007, and the provisions of this clause, the Standard Contract Provisions shall prevail.

I.18 LIVING WAGE ACT OF 2006:

The Living Wage Act of 2006 is Title I of the "Way To Work Amendment Act of 2006", DC Law 16-118, effective June 8, 2006. The Living Wage Act is codified at DC Official Code §§2-220.01 through 11. Living wage act can be found at: www.ocp.dc.gov.

I.18.1 WAY TO WORK AMENDMENT ACT OF 2006

I.18.1.1 Except as described in I.18.1.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 2006 (D.C. Law 16-118, D.C. official Code §2-220.01 et seq.) ("Living Wage Act of 2006"), for contracts for services in the amount of \$100,000 or more in a 12-month period.

I.18.1.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

I.18.1.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

I.18.1.4 The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.

I.18.1.5 The Contractor shall provide a copy of the Fact Sheet attached as J.1.3 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.1.3 in a conspicuous place in its place of business. The Contractor all include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

I.18.1.6 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

I.18.1.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 et seq.

I.18.1.8 The requirements of the Living Wage Act of 2006 do not apply to:

- A.** Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- B.** Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- C.** Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- D.** Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- E.** Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- F.** An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- G.** Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;

SECTION J: LIST OF ATTACHMENTS

J.1 ATTACHMENT

J.1.1 Wage Determination No. 2005-2103, Revision No. 10, dated 06/15/2010

J.1.2 Mayor's Order No. 83-265 dated 11/09/1983 Employment Agreement Goals and Objectives For All District of Columbia Projects

J.1.3 The Living Wage Act Notice and Fact Sheet

J.1.4 Building Information

J.1.5 Inventory List

J.2 INCORPORATED ATTACHMENTS (The following forms, located at www.ocp.dc.gov shall be completed and incorporated with the offer.)

J.2.1 LSDBE Certification Package (Bidders shall contact the Department of Small and Local Business Development for the package)

J.2.2 E.E.O. Information and Mayor's Order 85-85

J.2.3 Tax Certification Affidavit

J.2.4 First Source Employment Agreement

J.2.5 Standard Contract Provisions for Use with District of Columbia Government Supply and Service Contracts dated March 2007

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 AUTHORIZED NEGOTIATORS

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

K.2 TYPE OF BUSINESS ORGANIZATION

K.2.1 The offeror, by checking the applicable box, represents that

(a) It operates as:

- a) a corporation incorporated under the laws of the State of: _____
- b) an individual,
- c) a partnership,
- d) a nonprofit organization, or
- e) a joint venture.

(b) If the offeror is a foreign entity, it operates as:

- a) an individual,
- b) a joint venture, or
- c) a corporation registered for business in _____ (Country)

K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the offeror for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Offeror: _____

Date: _____

Name: _____

Title: _____

Signature: _____

Offeror ____ has ____ has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Offeror ____ has ____ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subofferors. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

K.4 BUY AMERICAN CERTIFICATION

The offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (See Clause 23 of the SCP, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____ EXCLUDED END PRODUCTS
_____ COUNTRY OF ORIGIN

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each offeror shall check one of the following:

_____ No person listed in Clause 13 of the SCP, "District Employees Not To Benefit" will benefit from this contract.

_____ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the SCP.

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

A) Each signature of the offeror is considered to be a certification by the signatory that:

- 1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:
 - A. those prices
 - B. the intention to submit a contract, or
 - C. the methods or factors used to calculate the prices in the contract.
- 2) The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and
- 3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

1. Each signature on the offer is considered to be a certification by the signatory that the signatory:

- 1) Is the person in the offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

(insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the offeror's organization);

- 3) As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
 - 4) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
2. If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.7 METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

If authorized by the bidder(s) resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.

- 1) Any member utilizing such contract(s) will place its own order(s) with the successful Contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- 2) A negative reply will not adversely affect consideration of your bid/proposal.
- 3) It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contractor(s).
- 4) Each participating jurisdiction has the option of executing a separate contract with the awardees. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee(s), the awardee(s) may withdraw its extension of the award to that jurisdiction.
- 5) The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardees.

K.8 CERTIFICATION OF ENVIRONMENTALLY PREFERABLE PRODUCTS

K.8.1 The Contractor, by accepting this contract, agrees to supply the District with environmentally preferable and effective products in compliance with the Office of Contracting and Procurement specifications in support of its environmentally preferable purchasing (EPP) initiative.

K.8.2 The Contractor, by accepting this contract, agrees that its products and services do not contain any prohibited items, ingredients or components delineated in Section H.

K.8.3 The Contracting Officer may terminate this contract or take other appropriate actions if the Contractor fails to comply or provide adequate supporting documentation to substantiate compliance with the EPP attributes required under this contract.

Certification

I, _____, as the officer or employee responsible for the performance of this contract, hereby certify that the deliverables associated with this contract meet the minimum EPP attributes outlined in the solicitation's specifications and _____'s proposal.

Signature of Offeror

Date

(SUBCONTRACTORS LIST CONTINUED)

Page 2 of 2

(List each subcontractor that will be awarded a subcontract to meet your total set aside goal.)

SUBCONTRACTOR INFORMATION: (use continuation sheet for additional subcontracts)

Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____% Tier: : _____ <small>1st, 2nd, 3rd</small> LSDBE Certification Number: _____ Certification Status: <input type="checkbox"/> SBE: <input type="checkbox"/> LBE: <input type="checkbox"/> DBE: <input type="checkbox"/> DZE: <input type="checkbox"/> ROB: <input type="checkbox"/> LRB: <input type="checkbox"/> (check all that apply)			Point of Contact: _____ Name (Print) Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	

SUBCONTRACTOR INFORMATION:

Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____% Tier: : _____ <small>1st, 2nd, 3rd</small> LSDBE Certification Number: _____ Certification Status: <input type="checkbox"/> SBE: <input type="checkbox"/> LBE: <input type="checkbox"/> DBE: <input type="checkbox"/> DZE: <input type="checkbox"/> ROB: <input type="checkbox"/> LRB: <input type="checkbox"/> (check all that apply)			Point of Contact: _____ Name (Print) Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	

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SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

The District intends to award single contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 Initial Offers

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

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

One original and four (4) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. DCAM-2010-R-0188, Consolidated Maintenance Services at DOES Headquarters.

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

L.3.1 Proposal Submission

Proposals must be submitted no later than Friday, November 5, 2010 by 2:00pm (EST). Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;

The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or the proposal is the only proposal received.

L.3.2 Withdrawal or Modification of Proposals

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

L.3.3 Postmarks

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the Offeror can furnish evidence from the postal authorities of timely mailing.

L.3.4 Late Proposals

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

L.4 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective Offeror has any questions relative to this solicitation, the prospective Offeror shall submit the question in writing to the contact person, identified on page one. The prospective Offeror shall submit questions no later than nine (9) days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than nine (9) days before the date set for submission of proposals. The District will furnish responses promptly to all other prospective Offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.5 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer, Department of Real Estate Services, 2000 14th Street, NW 5th Floor, Washington, DC 20009 (202-671-2405), by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the CO of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the CO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.6.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

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

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

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

L.7 PROPOSALS WITH OPTION YEARS

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

L.8 PROPOSAL PROTESTS

Any actual or prospective Offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4th Street, NW, Suite 350-N, Washington, DC 20001. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

L.9 SIGNING OF OFFERS

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

L.10 UNNECESSARILY ELABORATE PROPOSALS

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

L.11 RETENTION OF PROPOSALS

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the Offerors.

L.12 PROPOSAL COSTS

The District is not liable for any costs incurred by the Offerors in submitting proposals in response to this solicitation.

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

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

L.14 CERTIFICATES OF INSURANCE

The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in Section I.8 prior to commencing work. Evidence of insurance shall be submitted to:

Wilbur Giles
Department of Real Estate Services
2000 14th Street, 5th Floor
Washington, DC 20009
Telephone (202) 671-1302
diane.wooden@dc.gov

L.15 ACKNOWLEDGMENT OF AMENDMENTS

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

L.16 BEST AND FINAL OFFERS

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

L.17 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

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

L.17.2 A copy of each District of Columbia license, registration or certification that the Offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2008), if the Offeror is required by law to make such certification. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

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

L.18 FAMILIARIZATION WITH CONDITIONS

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

L.19 STANDARDS OF RESPONSIBILITY

The prospective contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit the documentation listed below, within five (5) days of the request by the District.

L.19.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.19.2 Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

L.19.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L.19.4 Evidence of compliance with the applicable District licensing and tax laws and regulations.

L.19.5 Evidence of a satisfactory performance record, record of integrity and business ethics.

L.19.6 Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

L.19.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

L.19.8 If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be non-responsible.

L.20 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on Monday, October 25, 2010 at 10:00 am (EST) at 2nd Floor, Community Room, Reeves Center, 2000-14th Street, NW, Washington DC 20009. Prospective Offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose for the conference is to provide a structured and formal opportunity for the District to accept questions from Offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending Offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the Department's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than two (2) calendar days after the pre-proposal conference in order to generate an official answer. Official answers will be posted on the OCP website at www.ocp.dc.gov.

L.21 SITE VISIT

Vendors are encouraged to attend a site visit that will be held on Monday, October 25, 2010 at 2:30 pm (EST) at the DOES Headquarters located at 4058 Minnesota Avenue.

L.22 SUSPENSION OF WORK

L.22.1 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.

L.22.2 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).

L.22.3 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.

L.22.4 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.

L.22.5 In the event services are provided for portion of days, appropriate adjustments will be made by the CORT to assure the Contractor is compensated for services provided.

L.23 CONTRACT COMPLETION OR TERMINATION

L.23.1 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. The Contractor shall develop transition plans, which shall describe staffing and organizational structure during the phase-in and phase-out transition periods, and how the Contractor will interact with the existing work force during the thirty (30) days of transition at the beginning and end of this contract.

Phase-in Transition Plan

The Contractor shall submit a written Phase-in Transition Plan along with the BOP and proposal.

Conceptual Phase-out Transition Plan

The Contractor shall submit a written Conceptual Phase-out Plan along with the BOP and proposal.

Phase-out Transition Plan

The Contractor shall submit written Phase-out Transition Plan 90 days prior to contract expiration for base and each option year.

SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

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

M.2 TECHNICAL RATING

The Technical Rating Scale is as follows:

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

For example, if a sub factor has a point evaluation of 0 to 5 points, and (using the Technical Rating Scale) the District evaluates as "good" the part of the proposal applicable to the sub factor, the score for the sub factor is 4.8 (4/5 of 6). The sub factor scores will be added together to determine the score for the factor level.

M.3 EVALUATION STANDARDS

The District proposal evaluation team shall evaluate proposals from Offerors. This team shall evaluate the proposals based on the evaluation criteria specified in Section M.4 and makes recommendation to the CO. The awardee of this contract will be based on the CO's independent assessment.

Numerical scoring will be used to organize proposals elements under evaluation, but the final selection will be based on the business judgment of the evaluation team, selecting the firm that offers the best balance of price and technical attributes.

Based upon the evaluation criteria described herein, the District proposals evaluation team will select the prospective awardee that represents the best value for the District. If the price proposal of the prospective awardee firm is acceptable to the District, the District will award this work to said firm. If the price proposal of the prospective awardee firm is unacceptable to the District and/or requires clarification to achieve acceptability, the District will negotiate any or all elements of the prospective

awardee firm’s proposal. If such negotiations are satisfactory to the District, the District will award the work to the prospective awardee at the negotiated and/or clarified price. If with the prospective awardee and commence negotiations with the second-rated prospective awardee, if any.

The District reserves the right to reject any or all proposals determined to be inadequate or unacceptable or other reasons determined to be in the best interest of the District. The District may make an award on the basis of initial individual proposals received without discussion or oral interviews. Therefore, each proposal should contain the Offeror’s best terms. The District may select a “competitive range” of Offerors by eliminating Offerors whose proposals the District does not find susceptible to being made acceptable. The District may also negotiate with individual Offerors and request clarification and revision of individual proposals. The District may hold discussions with and request oral presentations from those firms determined to be in the competitive range and may use the information derived from such presentations, if any, in the evaluation preceding selection of awardee.

M.4 EVALUATION CRITERIA

Selection of Offeror for contract award will be based on an evaluation of proposals against the following factors:

ASSESSMENT CATEGORY	SPECIFIC REQUIREMENT	POINT VALUE
M.4.1 TECHNICAL CRITERIA		55 POINTS
M.4.1.1 Building Operating Plan (BOP)	The Offeror shall develop a Building Operating Plan (BOP) for the facility to cover all contract functions including but not limited to, equipment and building inspection tours, engineering services, elevator services, custodial services, and a Quality Control Plan (QCP) to ensure that the requirements of the contract are provided as specified. Submissions and presentations should clearly demonstrate how the Offeror plans to fulfill the terms of the contract.	<i>(30 Points)</i>
M.4.1.1a BOP – Primary Services and Continuity of Operations Plan (COOP)	Below are some of the issues that should be addressed in the information submitted by the Offeror. Describe the general operating procedures you intend to use for the operation and maintenance of this building. Submit an overall Continuity of Operations Plan (COOP) to include: i. A plan for elevator services; ii. A plan for engineering services; iii. A plan for custodial services; and iv. A plan to address to any work stoppage, including but not limited to, a strike by Contractor employees, pandemic, natural disaster, public emergency and acts of God. iiv. A plan to address the LEED Requirements and Green Roof Requirements of this property. The DOES Building utilizes Johnson Controls Metasys building automated system. The offeror shall address their plan to utilize and maintain the Johnson Controls Metasys building automatd system. In addition to the COOP requirements for work stoppages, the Offerors shall prepare a Strike Contingency Plan (SCP) when Contractor employees strike. The SCP shall describe in detail how the Contractor will provide personnel that meet experience requirements, ensuring the District that all temporary or replacement employees (including subcontractor employees) will meet the experience levels and all relevant licenses as required under the contract.	15 Points
M.4.1.1b BOP – CMMS	Describe how Offeror will use computerized and automated systems to perform the task(s) required by this contract, including how you will incorporate DRES’s existing work order/automated system(s) in your process.	4 Points
M.4.1.1c	Describe how you plan to staff the building to execute this contract and how it	3 Points

<p>BOP – Staffing, Customer Satisfaction, and Communication</p>	<p>will be operated. Include information about the qualifications of the Contractor’s key personnel. Include information on your anticipated organization structure with regard to this contract. Describe how you plan to measure and ensure customer satisfaction. Describe how you plan to communicate with the tenant customers and representatives of the District. Explain who will be involved. Explain how you will ensure timely and high quality services for the performance of all tasks required in the contract specifications.</p>	
<p>M.4.1.1d BOP – Snow and Ice Removal Plan</p>	<p>Submit excess snow and ice removal plan with the proposal. The plan shall include the Contractor’s representatives by name and telephone number for contact twenty-four (24) hours a day, seven (7) days a week.</p>	<p>3 Points</p>
<p>M.4.1.1e BOP – Trash, Debris, and Recycling</p>	<p>The Contractor shall detail the procedures and methods he or she will use to accomplish all phases of the trash and debris removal and recycling portions of the contract resulting from this solicitation. The technical proposal must specifically address how these requirements will be met on a daily, weekly, monthly or other cyclic basis. Additionally, the Contractor must address the following: A. Description of Equipment Describe the types and sizes of equipment (compactors, containers, carts, etc.) that will be used for waste paper, garbage, debris and recyclable materials pick up, storage and transport. B. Maintenance of Equipment Describe the methods and frequencies for preventive maintenance and cleaning of all containers, including rat proofing and disinfecting of all trash, garbage and recycling storage containers. C. Methods of Reporting Describe the cycle and method for providing the COTR with the information required according to the reporting requirements of the District’s program.</p>	<p>3 Points</p>
<p>M.4.1.1f BOP – Energy Management and Savings</p>	<p>Describe your plan to provide energy reduction and resource management.</p>	<p>2 Points</p>
<p>M.4.1.2 Experience of the Team</p>	<p>The Contractor/s must present expert personnel with demonstrated track records of providing services in support of similar projects described in this contract. Weight will be given to proposal of an expert team that has the depth of experience and other qualifications necessary to successfully repeat performance of similar projects under similar circumstances. In this instance the word “Team” refers to the total staff group comprised of the prime and any and all sub-contractors contributing a major or minor role to the routine execution of any portion of this contract.</p>	<p><i>(15 Points)</i></p>
<p>M.4.1.3 Experience of the Prime</p>		<p><i>(10 Points)</i></p>
<p>M.4.1.3a Experience of the Prime - Demonstrated Experience</p>	<p>The Contractor must have demonstrated experience in the operation, engineering, maintenance, repair, cleaning, architectural and structural sustaining maintenance, and all other functions identified in this contract. The DOES building is LEED certified, has a Green Roof, and utilizes waterless urinals, the Offeror shall provide evidence of experience in the maintenance of all systems and requirements. It is the intent of the District to provide a level of service that is consistent with the requirements of the tenants of each facility under this contract. The Contractor must demonstrate by narrative explanation, documentation, and reference, how the required experience was obtained and successfully performed. Describe your company’s current mission, philosophy and organizational structure.</p>	<p>7 Points</p>
<p>M.4.1.3b Experience of the</p>	<p>The Contractor must have experience in customer service relations and must be able to demonstrate the successful accomplishment of this skill. The District</p>	<p>3 Points</p>

<p>Prime - Customer Service Relations</p>	<p>believes that one of the most important qualities the Contractor must possess is a consistently positive attitude towards the tenant agencies within each building. These tenants require immediate response to their operational concerns for building services and expect consistently supportive results from the Contractor. It is incumbent for the Contractor to maintain the very best customer relations with the building occupants, as well as the COTR and his/her staff. The Contractor must provide evidence of successful positive relationships accomplishments. This evidence shall be in the form of written documentation from previous customers and clientele for which the Contractor has performed similar services.</p>	
<p>M.4.2 PAST PERFORMANCE</p>	<p>Submittals and presentations should provide clear evidence of the Contractor's past performance with facility operations for buildings of similar size and contract scope consistent with the description(s) of the facilities under this contract. The Contractor should provide references and be prepared to provide other documentation, if requested, to substantiate their claims. Below are issues that should be addressed.</p>	<p>20 POINTS</p>
<p>M.4.2.1 Past Performance – Buildings and Contracts Managed</p>	<p>Identify buildings of the similar size and type your company has performed similar work for in the past five (5) years. Specifically reference management of LEED properties. Describe and explain your role in the maintenance, engineering, cleaning, repair, and operation of each building. State what services your company directly provided. Provide a list of contracts for which you provided similar work within the last five (5) years. Include Contract Number, Title and Description of the Project, Dollar Amount, Period of Performance, Name of Company, Name of Contact Person, Title, Telephone Number, email address, and a copy of the performance evaluation review conducted by each customer. Describe the types of problems encountered and how you dealt with them. Explain how you ensured that timely, cost effective, and high quality services were consistently provided.</p>	<p>10 Points</p>
<p>M.4.2.2 Past Performance – Work Performed by Subcontractors</p>	<p>Estimate the percentage and type of your work performed by subcontractors. Describe what aspect of the statement of work was performed by subcontractors. Specifically reference your subcontractors experience with LEED Requirements and where applicable the maintenance of Green Roof Systems.</p>	<p>5 Points</p>
<p>M.4.2.3 Past Performance – CMMS Experience</p>	<p>Describe your company's experience using computerized and automated systems and how it benefited your customers.</p>	<p>3 Points</p>
<p>M.4.2.4 Past Performance – Energy and Resource Management Experience</p>	<p>Describe your company's experience with energy and resource management and how it benefited your customers.</p>	<p>2 Points</p>
<p>M4.3 KEY PERSONNEL EXPERIENCE</p>	<p>This evaluation factor considers the education, experience, knowledge, past performance, necessary skills and expertise of the key personnel, as stipulated in See Section C.3.11 and further detailed in Attachment J.1.4 Building Information, directly assigned to this project. The key personnel identified below will be evaluated on their specific experience and past performance on projects of similar size and complexity to the scope of work in this contract. Key personnel will be also be evaluated on their ability to properly schedule and manage personnel (including subcontractor(s)) associated with the day-to-day work and required deliverables. In addition, this evaluation factor will take into account Offeror's realistic ability to deliver the specific personnel that have been successful on previous relevant projects. The Offerors shall provide three (3) references for each key personnel to assess the skills and qualifications of each. Experience of the Key Personnel as it relates to prior management</p>	<p>10 POINTS</p>

	and work experience shall be at a facility of similar square footage and use (variance of 10-15% in square footage is acceptable). The Contractor's Key Personnel shall have worked in LEED Certified Properties of similar size and skill for a minimum of three (3) years and shall clearly demonstrate their experience with both references and project documentation.	
M4.3.1 Key Personnel Experience – Qualifications of the Property Manager	The Property Operations Manager/s, as identified by the Contractor/s, shall possess at least three (3) years of recent (within the past five {5} years) experience in directing personnel who are responsible for operating and servicing of a building of relevant size, use, and scope within this contract. The Property Operations Manager/s shall demonstrate An exception to the requirement of possessing three (3) years of recent experience within the past five (5) years may be acceptable when the Contractor's Property Operations Manager/s demonstrates an exceptional or superior overall level of property operations management experience in the industry. The operational experience must address all functions identified in the scope of work of this contract. The Property Operations Manager/s shall possess a general understanding of and direct management experience for a facility. Such understanding and management shall encompass significant experience related to the engineering, maintenance and repair, custodial services, alterations, mechanical, electrical, and utility systems, and all other operational components of a building. The Property Operations Manager/s must be able to demonstrate that he/she has the capacity to provide positive customer relations and skills.	3 Points
M4.3.2 Key Personnel Experience – Qualifications of the Chief Engineer	The on-site Chief Engineer/s shall possess at least a valid 3rd Class Engineers license issued by the District of Columbia. In addition, the Chief Engineer/s shall possess at least three (3) years of recent (within the past five (5) years) experience in directing personnel who are responsible for operating and servicing of a building of relevant size, use, and scope within this contract. An exception to the requirement of possessing three (3) years of recent experience within the past five (5) years may be acceptable when the Chief Engineer/s demonstrates an exceptional or superior overall level of property operations management experience in the industry. 12) The DOES Building utilizes Johnson Controls Metasys building automated system. The offeror shall provide documentation the Chief Engineer has a minimum of three (3) years operating experience with Metasys system.	5 Points
M4.3.3 Key Personnel Experience – Qualifications of the Custodial Service Manager	The Custodial Service Manager shall have at least three (3) years of recent supervisory experience (within the past five {5} years) in directing, operating, maintaining, and providing custodial services, managing supervisory control systems and other characteristics of custodial services for a building of relevant size, use, and scope within this contract. An exception to the requirement of possessing three (3) years of recent experience within the past five (5) years may be acceptable when the Custodial Service Manager/s demonstrates an exceptional or superior overall level of property operations management experience in the industry.	2 Points
M4.4 PRICE	The price evaluation will be objective. The offeror/s with the lowest price on the base year and 4 option years for base services will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score: Lowest Price Proposal ----- X Weight = Evaluated Price Score Price of Proposal Being Evaluated	15 POINTS
M.4.5 PREFERENCE	Preferences for Local Business, Disadvantaged Business, Resident-owned Business, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone as stated in Section M.6	12 POINTS
TOTAL POINTS		112 POINTS

M.5 EVALUATION OF OPTION YEARS

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

M.6 OPEN MARKET WITH SBE SUBCONTRACTING SET-ASIDE (SUPPLIES AND SERVICES)

M.6.1 Preferences for Local Business, Disadvantaged Business, Resident-owned Business, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone

Under the provision of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005" (the Act), Title II, Subtitle N, of the "Fiscal Year 2006 Budget Support Act of 2005", D.C. Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

M.6.1.1 Required Small Business Enterprise (SBE) Subcontracting Set-Aside

35% of the total dollar of this contract has been set-aside for performance through subcontracting with businesses certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable, as small business enterprise. All Offerors responding to this solicitation shall submit with its proposal, a notarized statement detailing its subcontracting plan. Proposal responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror fails to submit a subcontracting plan that is required by this solicitation. Once the plan is approved by the contracting officer, changes will only occur with the prior written approval of the contracting officer and the Director of DSLBD.

M.6.2 Application of Preferences

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

- M.6.2.1** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to this Request for Proposal (RFP).
- M.6.2.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive a five percent (5%) reduction in the bid price for a bid submitted by the ROB in response to this RFP.
- M.6.2.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive a five percent (5%) reduction in the bid price for a bid submitted by the LRB in response to this RFP.
- M.6.2.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to this RFP.

M.6.2.5 Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to this RFP.

M.6.2.6 Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to this RFP.

M.6.2.7 Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the VOB in response to this RFP.

M.6.2.8 Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the LMBE in response to this RFP.

M.6.3 MAXIMUM PREFERENCE AWARDED

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

M.6.4 PREFERENCES FOR CERTIFIED JOINT VENTURES

When DSLBD certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.6.5 VENDOR SUBMISSION FOR PREFERENCES

M.6.5.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its proposal, the following documentation, as applicable to the preference being sought:

M.6.5.1.1 Evidence of the vendor's or joint venture's certification by DSLBD as an SBE, LBE, DBE, DZE, LRB or ROB, to include a copy of all relevant letters of certification from DSLBD; or

M.6.5.1.2 Evidence of the vendor's or joint venture's provisional certification by DSLBD as an SBE, LBE, DBE, DZE, LRB or ROB, to include a copy of the provisional certification from DSLBD.

M.6.5.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 970N
Washington DC 20001

M.6.5.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.6.6 SUBCONTRACTING PLAN

Each subcontracting plan shall include the following:

- M.6.6.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- M.6.6.2** A statement of the dollar value of the proposal that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- M.6.6.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- M.6.6.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- M.6.6.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- M.6.6.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- M.6.6.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- M.6.6.8** A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and
- M.6.6.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises and to award subcontracts to them.

M.6.7 COMPLIANCE REPORTS

By the 21st of every month following the execution of the contract, the prime contractor shall submit to the contracting officer and the Director of DSLBD a compliance report detailing the contractor's compliance, for the preceding month, with the subcontracting requirements of the contract. The monthly compliance report shall include the following information:

- M.6.7.1** The dollar amount of the contract or procurement;
- M.6.7.2** A brief description of the goods procured or the services contracted for;

M.6.7.3 The name and address of the business enterprise from which the goods were procured or services contracted;

M.6.7.4 Whether the subcontractors to the contract are currently certified business enterprises;

M.6.7.5 The dollar percentage of the contract or procurement awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

M.6.7.6 A description of the activities the contractor engaged in, in order to achieve the subcontracting requirements set forth in section M.6.1.1; and

M.6.7.7 A description of any changes to the activities the contractor intends to make by the next month to achieve the requirements set forth in section M.6.1.1.

M.6.8 ENFORCEMENT AND PENALTIES FOR BREACH OF SUBCONTRACTING PLAN

M.6.8.1 If during the performance of this contract, the contractor fails to comply with the subcontracting plan submitted in accordance with the requirements of this contract, and as approved by the contracting officer and the Director of DSLBD, and the contracting officer determines the contractor's failure to be a material breach of the contract, the contracting officer shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

M.6.8.2 In addition, the willful breach by a contractor of a subcontracting plan for utilization of certified business enterprises in the performance of a contract, the failure to submit any required subcontracting plan monitoring or compliance report, or the deliberate submission of falsified data may be enforced by DSLBD through the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach, failure, or falsified submission.