

- a Logs of chemicals on hand and usage;
- b Material Safety Data Sheet MSDS for all chemical products to be used; on the job site ten (10) days after the contract award;
- c 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;
- d Legibly label all storage containers or cans in which the chemicals are stored;
- e 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;
- f Submit all weekly tests on-time; no more than two (2) weekly tests per year are permitted to be late;
- g Perform all monthly tests and no more than two (2) are late and not late by more than one (1) week;
- h Log all test results;
- i Take appropriate action, adjust feed rates and or repair problem areas, when test results indicate problems
- j Ensure that there is no significant fouling of heat exchange surfaces, or buildup of solids, biological growth, or algae in cooling towers; and
- k Ensure that one hundred percent (100%) of the time that legionella colony counts are kept below the allowable range as established in the Water Treatment Program.

#### **C.3.11.15.15 Warranty of Chemicals**

**C.3.11.15.15.1** The Contractor shall ensure that chemicals used in the performance of the required consolidated maintenance services will not endanger the health or safety of persons, personal property or real property. The Contractor shall also warrant that all chemicals used at the Facility will not have any detrimental effect on the metallic, nonmetallic, and wooden materials used in the equipment being treated.

**C.3.11.15.2** The Contractor shall ensure that any discharge of chemicals to surface waters or sanitary sewers by the Contractor are in compliance with current regulations for such discharges as determined and administered by the District of Columbia, the Washington Suburban Sanitary Commission (WSSC) (Section J.6 Applicable Document #18), and the Environmental Protection Agency (EPA).

#### **C.3.11.15.16 Cleaning District Owned Equipment**

Where temperatures, pressures, or other operating data indicate that the Contractors scale control program 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.3.11.15.17** The Contractor shall monitor relevant conditions of all water systems on a continuous basis and ensure that information is recorded and stored in the microprocessor memory on an hourly basis. The Contractor shall ensure that data gathered by the microprocessor includes 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.

**C.3.11.15.18 Hardware and Software**

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

**C.3.11.15.19 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.3.11.15.20 Service Calls**

The Contractor shall provide service call services for water system services as described in C.3.16.1.

**C.3.11.15.20.1 Service Call Documentation**

The Contractor shall include documentation of water system service calls as described in C.3.16.1.8.

**C.3.11.15.21 Service Calls**

**C.3.11.15.21.1** The Contractor shall respond to service calls for landscaping services as described in C.3.16.1.

### **C.3.11.15.21.2 Service Call Documentation**

The Contractor shall include documentation of landscaping service calls in the Service Call Log as described in C.3.16.1.8.

### **C.3.11.15.22 Preventive Maintenance**

The Contractor shall provide the scheduled services described in C.3.8.1.8 and other preventive landscaping related services.

### **C.3.11.15.23 Preventive Maintenance Schedule**

The Contractor shall include scheduled landscaping services in the Preventive Maintenance Schedule described in C.3.8.1.8.6.

## **C.3.12 UTILITY COMPANIES SERVICES**

The Contractor shall possess and maintain a working knowledge of the utility company services provided to the Facility and provide the required support services for continued optimal operation.

**C.3.12.1** The Contractor shall provide service for all visible and hidden utility systems beginning immediately at the point where the local municipality or other provider terminates service.

**C.3.12.1.1** The Contractor 's Utility Company services shall include at a minimum building support services such as domestic potable water, natural gas, electricity, sewer, steam, and condensate systems and request to utility companies to connect and disconnect service as required; provide and document consumption readings

### **C.3.12.2 Underground Utilities Support**

The Contractor shall provide support services and access for all underground utility systems, visible and hidden.

### **C.3.12.3 Utility Systems Support**

The Contractor shall provide support services and access for all mechanical, electrical and informational support for Utility Systems

### **C.3.12.4 Demand Response Program**

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.3.12.5 Service Calls**

**C.3.12.5.1** The Contractor shall respond to service call needs for the Facility's utility company services as described in C.3.16.1.

**C.3.12.5.2 Service Call Documentation**

The Contractor shall include documentation of utility company services as described in C.3.16.1.8.

**C.3.13 SECURITY, TELECOMMUNICATION, AND TENANT SYSTEMS SUPPORT SERVICES**

The Contractor shall possess and maintain a working knowledge of the Facility's security system and provide the required support services for continued optimal operation.

**C.3.13.1 Security System**

The Contractor shall provide support for security, telecommunication, and tenant building system support services including mechanical and electrical support for any level of environmental conditioning and power supply to the Facility in which the security systems is housed. The Contractor's support should not be confused with performing any level of installation, maintenance, or repair of physical equipment of security systems.

**C.3.13.2 Service Calls**

**C.3.13.2.1** The Contractor shall respond to service calls for the Facility's security, telecommunication, and tenant building systems support as described in C.3.16.1.

**C.3.13.2.2 Service Call Documentation**

The Contractor shall include documentation of security services support as described in C.3.16.1.8.

### **C.3.14 PEST CONTROL SERVICES**

The Contractor shall possess and maintain a working knowledge of the required pest control services required for the Facility's continued optimal operation.

#### **C.3.14.1 Integrated Pest Management**

**C.3.14.1.1** The Contractor shall develop and implement an Integrated Pest Management (IPM) program to control pest population with the least amount of risk to people and the environment. The Contractor's IPM Program shall include or address at a minimum the following:

- a. Communication and reinforcement of IPM policies and procedures to COTR, building occupants, staff, and maintenance personnel as opportunities arise;
- b. Identification of pests and environmental conditions and controls that limit the spread of pests;
- c. Manage pests only when necessary through the identification of action thresholds at which pest populations warrant action;
- d. Monitor, track, and maintain records including regular sampling and assessment of pests, surveillance techniques, remedial actions taken, and assessment of program effectiveness;
- e. Identification of methods to improve non-pesticide methods such as mechanical pest management methods; sanitation; waste management and assessment of the effectiveness of these methods;
- f. Prevent pest entry and movement, monitor and maintain structures and grounds including sealing cracks, eliminating moisture intrusion and accumulation and add physical barriers to pest entry and movement;
- g. Provide facility COTR and other occupants with education materials on IPM and specific pests information, as applicable;
- h. Utilize pesticides only as needed where need is determined by pest population monitoring and previous unsuccessful attempts to solve the pest problem with non-chemical strategies; provide preference for products that, while producing the desired level of effectiveness, pose the least harm to human health and the environment, and, as appropriate, notifying COTR and Onsite Designee before application and provide copy of pesticide label and or MSDS to COTR and Onsite Designee.
- i. Provide and post 'Pesticide Use Notification' signs or other warnings in coordination with the COTR.

**C.3.14.1.2** The Contractor shall suppress pest populations through regular and thorough inspections, accurate identification of pests, and assessment of conditions at the Facility and application of appropriate control methods. This process is called monitoring, and it plays a significant role in IPM. Contractor's monitoring shall include at a minimum the following:

- a. Identifying and locating pests;
- b. Identifying areas of critical sensitivity;
- c. Estimating size of pest populations;
- d. Identifying the factors that are contributing to the pest problem such as poor sanitation, improper storage, holes or cracks and crevasses in walls;
- e. Reporting management practices that could affect pest populations or pest management activities such as trash pickup, lighting, and construction;
- f. Identifying non-target species that could be killed or injured;
- g. Assessing natural enemies and potential secondary pests; and
- h. Assessing environmental conditions such as temperature, humidity, weather or seasonal changes.

**C.3.14.1.2.1** The Contractor shall utilize the following three (3) basic components to monitor the IPM program at each facility:

- a. A bi-weekly walk-through visual inspections of all areas of the building including outside with an emphasis on areas more prone to pests than others such as cafeterias and snack rooms, food storage areas, staff lounges, sites with live animals, locker rooms, recycling collection points, and loading docks;
- b. Use of various types of monitoring traps to identify and measure hidden pests. Contractor shall utilize the following major types of traps:
  - 1. Sticky traps, which use an adhesive to capture insects
  - 2. Pheromone traps, which use chemical attractants to draw certain species of pests into the trap
  - 3. Insect light traps (ILTs), which use ultraviolet light to lure and capture certain flying insects.
- c. Information obtained from personnel working on site, including review of the logbook.

**C.3.14.1.2.2** The Contractor shall note a key difference between IPM and traditional pest control is that IPM often uses "action thresholds," the pest level in an IPM program at which a technician takes action to control a pest. The Contractor shall utilize an action threshold of one for the covered pests. The Contractor shall examine the type of pest, their number, and their location to justify and document the need for a control action. The Contractor shall take no direct control action below the action threshold except for action may be taken to correct sanitation, clutter, and other problems that can lead to pests.

**C.3.14.1.2.2.1** When a pest problem requires a control action, the Contractor shall first examine nonchemical methods, methods that do not require the use of pesticides, with an emphasis on those methods that work over the long term or that prevent pests in the first place such as pest-proofing (exclusion) or operational changes that improve sanitation. The Contractor shall combine nonchemical measures to achieve the most effective results. The Contractor shall, when deemed necessary, utilize nonchemical methods together with a limited application of pesticide.

**C.3.14.1.2.3** The Contractor shall utilize chemical control products only when nonchemical control measures are unavailable, impractical, ineffective, or likely to fail to reduce pest below action thresholds. The Contractor shall employ the least hazardous materials, most precise application techniques and the minimum quantity of pesticide necessary to achieve control for all pests.

**C3.14.1.2.3.1** The Contractor shall post Notification of Intent to Use Pesticides in buildings to receive chemical treatment at least 24 hours prior to application. The Contractor shall provide the COTR or onsite designee with Notification of Intent to Use Pesticides for posting in conspicuous locations such as bulletin boards commonly seen by occupants and staff. Notice will be given at least 24 hours before the application of a pesticide; warning occupants and staff of indoor and landscape applications, with warnings to avoid posted or flagged areas until signs are removed. The Contractor shall place signs on the day the pesticide to instruct persons not to enter the treated area and not to remove the signs for a period of at least 24 hours or for the label-specified reentry period, whichever is longer. Outdoors, the notices or markers must be placed around the perimeter of the treatment area. Indoors, notices shall be placed on main facility doors and near sites of planned applications.

**C.3.14.1.2.3.2** The Contractor shall ensure compliance with or completion of the following to ensure the safe and effective usage of Pesticides:

- a. The Contractor shall not store Pesticides in or on any DC property;
- b. The Contractor's IPM Technicians shall bring only the chemicals necessary for treatment;
- c. The Contractor shall ensure the application of pesticides according to the label of the product.
- d. The pesticides used by the Contractor shall be registered with the United States Environmental Protection Agency (E.P.A.) and the District of Columbia;
- e. The Contractor shall ensure that when pesticides are used in and around a facility, they are used in ways that minimize risk to people, particularly to children; and
- f. The Contractor shall ensure that pest control products are placed where they are inaccessible to children, staff and the public.

**C.3.14.1.2.4** The Contractor shall prepare and maintain reports and documents to track problems, to document needed improvements in housekeeping and building repairs, to meet legal requirements, and to evaluate and assess the IPM program's effectiveness. The Contractor shall maintain the following:

- a. IPM Logbook - The Contractor's staff shall maintain detailed and accurate notes in the IPM Logbook including everything about all IPM program activities, all pest sightings, actions taken, recommendations made, and

reports written. The logbook includes miscellaneous information pesticide information, reports, monitoring data, pest activity, floor plans, and general information.

- b. IPM Service Report - The Contractor's staff shall develop and an IPM Service Report. The IPM Service Report shall contain a record of inspections and what was checked, what was found, and what nonchemical and chemical control actions implemented by the IPM Technician, description of any pesticides applied, a detailed description of the treatment, the site, the application rate, and the amount applied. The Contractor shall ensure that a copy of the IPM Service Report is provided to the COTR and the onsite designee.

**C.3.14.1.3 RESERVED**

**C.3.14.1.4** The Contractor shall provide IPM Technicians as part of the IPM Program per facility for various DC properties listed herein and other properties which may be added later on. The Contractor shall ensure its technicians understand and promote the difference between IPM and traditional pest control in that IPM is not based on regular or automatic use of pesticides; IPM depends heavily on nonchemical methods of control such as sanitation, exclusion, cultural practices, and on careful monitoring to identify problems early. IPM provides effective, long-term control of landscape and structural pests, while protecting the health, the environment, and the quality of life of the public.

**C.3.14.1.4.1** The Contractor shall ensure that all staff applying pesticides in buildings or on grounds shall be licensed to apply pesticides and shall be trained and knowledgeable in the principles and practices of IPM. The Contractor and staff shall follow DC Regulations and label precautions and shall comply with the IPM Program. The Contractor shall provide copies of the company pest control license and dated pesticide applicator certificates for every employee who will be performing on-site services under this contract.

**C.3.14.1.4.2** The Contractor shall ensure that IPM technicians shall provide effective and comprehensive communications including at a minimum the following:

- a. Talking with staff members about pest sightings, discussing ways to reduce pests by improving housekeeping or making repairs, and soliciting staff cooperation;
- b. Explaining to staff, occupants, and sometimes even to the community how IPM differs from regular pest control service, and answering questions about the IPM program; and
- c. Maintain verbal communications with the staff at the facility during their service visits, usually the onsite designee, custodial foreman, and cafeteria manager.

**C.3.14.1.4.3** The Contractor shall ensure staff has the necessary experience and licenses to perform the required work.

**C.3.14.1.5** The Contractor shall develop an IPM Plan to include or address the following:

- a. Structural or operational changes: The Contractor shall describe site specific solutions for eliminating pest access, food, water, and harborage.
- b. Monitoring: The Contractor shall describe the products and procedures used for identification of pest presence, access and harborage locations. Types of monitors and number required shall be discussed. Monitors shall be in good working condition at all times. Any changes in the monitoring program at a building site shall be communicated to the IPM Coordinator on the inspection form.
- c. Materials and Equipment: The Contractor shall provide current labels and Material Safety Data Sheets (MSDS) for all pesticide products to be used. In addition, brand names shall be provided for all application equipment, rodent bait boxes, monitoring and trapping devices, and any other control equipment that may be used to provide service.
- d. Service Schedule: The Contractor shall provide service schedules that include the frequency of Contractor visits. The Contractor's schedule shall minimize the disruption of building activities and be pre-approved by the COTR. The Contractor must check in with the COTR onsite designee to register the date, purpose of visit, activities performed, and duration of visit. When it is necessary to perform work outside of the regularly scheduled service time, the Contractor shall notify the COTR and the onsite designee at least one (1) day in advance.

**C.3.14.2 Service Calls**

**C.3.14.2.1** The Contractor shall provide service calls between routine service inspections requested by the COTR or onsite designee. The Contractor shall respond and begin the necessary work within two (2) hours receipt of COTR, or designee, request for services. The Contractor shall respond to service calls for pest control services as described in C.3.16.1.

**C.3.14.2.2 Service Call Documentation**

The Contractor shall include documentation of pest management service calls as described in C.3.16.1.8.

**C.3.14.3 Preventive Maintenance Schedule**

The Contractor shall include scheduled pest management services in the PM Schedule described in C.3.8.1.8.6.

### **C.3.15 LOCKSMITH SERVICES**

The Contractor shall possess and maintain a working knowledge of the locksmith services required for the Facility's continued optimal operation.

#### **C.3.15.1 Locks and Keying Services**

The Contractor shall, unless otherwise stipulated in Section J.9 Building Information, furnish the following locksmith services:

- a. Routine, normal wear and tear, installation and removal of lock-sets and tumblers;
- b. Duplication of keys;
- c. Repair of defective locksets;
- d. Opening doors in the event of lost keys, and
- e. Changing lock combinations including cipher combination locks.

Contractor shall coordinate through the COTR request for blanks when duplication requests are received from tenant occupants.

The District will provide a "key cabinet" on site located in either the Security Office or the Onsite Designee's Office or direct the Contractor to purchase and install as a reimbursable service.

#### **C.3.15.2 Keying & Lock System Guidelines**

All Keying and Lock System designs and installations shall not be in conflict with the DGS Facilities Maintenance Unit guidelines; any deviation shall be expressly approved by this unit through the COTR.

The specific keying and lock system guidelines shall be provided to the successful Offeror at the time of contract award.

#### **C.3.15.3 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 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 sole 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.3.15.4 Frequency**

The Contractor shall provide all locksmith services regardless of the number and frequency of requests.

**C.3.15.5 Service Calls**

The Contractor shall respond to service calls for locksmith services as described in C.3.16.1.

**C.3.15.6 Service Call Documentation**

The Contractor shall include documentation of locksmith services service calls in the Service Call Log as described in C.3.16.1.8.

**C.3.15.7 Preventive Maintenance Schedule**

The Contractor shall include scheduled locksmith services in the PM Schedule described in C.3.8.1.8.6.

**C.3.16 SERVICE CALL OPERATIONS AND TENANT ENVIRONMENT**

The Contractor shall possess and maintain a working knowledge of the required service call operations and tenant environment required for the Facility's continued optimal operation.

**C.3.16.1 Service Call Program**

The Contractor shall develop and operate a service call program to include at a minimum the following:

The Contractor shall provide a response to service calls received from any of the following sources:

- a. A tenant or agency complaint;
- b. A response to an observation that Facility equipment, systems or materials is inoperable, dysfunctional or deteriorated, or that performance standards of the contract are not being met;
- c. Service Calls generated automatically from interfaces to BAS or diagnostic software; and
- d. Written and verbal request from the COTR.

**C.3.16.1.1** The Contractor's response time for emergency service calls during Normal Occupant Working Hours shall begin when a service call is initially submitted to the Contractor.

**C.3.16.1.2** The Contractor shall at a minimum perform an analysis of the problem, and adjustment of operating or monitoring controls or other immediate corrective action.

**C.3.16.1.3 Emergency Service Calls**

**C.3.16.1.3.1** The Contractor shall provide emergency service call services between regular examinations of facility equipment. The Contractor shall perform emergency services on a twenty-four (24) hour basis, seven (7) days a week. The Contractor shall provide response times in accordance with the following:

- a. Respond within fifteen (15) minutes to emergency service calls, service calls that consist of correcting failures during Normal Occupant Working Hours that constitute an immediate danger to personnel or property.
- b. Respond within two hours (2) to service calls at other than Normal Occupant Working 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;
- c. Remain on the job until each emergency situation is corrected or mitigated; and
- d. Ensure any required additional support shall be onsite within two (2) hours.

**C.3.16.1.3.2** Failure to comply with the emergency service call 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.

**C.3.16.1.3.3** The hourly emergency rates outlined in section B.4 shall only apply when 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 or simple failure, such type of callback may be reimbursable.

**C.3.16.1.4 Non-emergency Service Calls**

The Contractor shall provide non-emergency service call services. The Contractor shall at a minimum:

- a. Respond to non-emergency service calls within thirty (30) minutes during Normal Occupant Working Hours;
- b. Respond within twenty-four (24) hours notification of the request or the next business day after Normal Occupant Working Hours. 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.

**C.3.16.1.4.1** The Contractor's response time for non-emergency service calls after Normal Occupant Working Hours shall begin when the Contractor personnel sign in at the building.

**C.3.16.1.4.2** The District unilaterally reserves the right to modify the Contractor's required non-emergency service calls response time.

**C.3.16.1.4.3** Failure to comply with the non-emergency service call 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.

**C.3.16.1.5 SMARTDGS Orders**

The Contractor shall utilize the District's "SMARTDGS" system as defined and described in Section C.3.5.2. The "SMARTDGS" service call system will allow District personnel to electronically record and request services in order for Contractor to address and resolve deficiencies and troubles. The Contractor shall respond to Service Calls generated from the BAS.

**C.3.16.1.6 Service Call Desk/Telephone Orders**

**C.3.16.1.6.1 24 Hour Telephone Line**

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 on an emergency basis.

**C.3.16.1.6.2 Service Call Desk – Normal Occupant Working Hours**

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

**C.3.16.1.6.3 Tenant Request Line**

In addition to working within the "SMARTDGS" system, the Contractor shall 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 "SMARTDGS" system and resolved accordingly.

**C.3.16.1.7 Service Calls and Repairs**

**C.3.16.1.7.1** 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.3.16.1.7.2** A requirement to perform a Repair may result from the analysis stage of a Service Call. If corrective action required from a service call cannot complete the service call within the established deductible threshold, the call shall be reclassified to a Reimbursable Repair in accordance with section C.3.20. Service calls shall not be re-classified to repairs without authorization of the COTR. The COTR, or designated representative, shall be notified of each necessary repair and shall be kept informed of the status of each.

**C.3.16.1.7.3** The Contractor shall respond to and perform service calls, and initiate Reimbursable Repairs, as described in section C.3.20 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 the Contractor to proceed with the Reimbursable Repairs the Contractor shall do so without delay.

**C.3.16.1.8 Service Call Documentation**

**C.3.16.1.8.1 Service Maintenance Report**

The Contractor shall develop and submit a standard Service Maintenance Report to document service calls received. The Service Maintenance Report shall indicate the nature of each service call and the work performed, in accordance with the required guidelines.

**C.3.16.1.8.2 Service Call Log**

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

- a. Name of Caller;
- b. Description of problem;
- c. Location where problem exists;
- d. Time and date call was received; and
- e. Description of the action taken to resolve the problem and the time and date corrective action was taken.

**C.3.16.1.8.2.1** The Contractor shall submit a sample service call log form to the COTR for approval five (5) days after contract award.

### **C.3.16.1.8.3 Service Calls and Repairs Records and Documentation**

The Contractor shall maintain records and documentation of Service Calls and Repairs performed. The Contractor shall utilize a supplemental CMMS as described in section C.3.5.2.2 to document all service calls including at a minimum the following requirements:

- 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.3.16.1.9 Emergency Services for Operating and Maintenance, and Repairs and Improvements**

Upon contract award, 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, the Contractor shall 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.3.16.1.9.1 Contact Person(s)**

The Contractor shall ensure that the District has access twenty-four (24) hours per day, and seven (7) days per week to the on-site technician, or another representative of the Contractor.

### **C.3.16.2 Tenant Environment**

The Contractor shall maintain all environmental standards, within the range defined by OSHA, and if applicable LEED requirements. If the building design

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

### **C.3.16.2.1 Temperature and Ventilation**

The Contractor shall maintain the Facility's temperature and ventilation in accordance with the National Standards Institute/American Society of Heating, Refrigeration, and Air Conditioning Equipment (ANSI/ASHRAE) Standards 55 and 62 (Section J.6 Applicable Document #31). The COTR may direct changes to these standards to ensure tenant comfort. The COTR shall indicate temperature settings for domestic hot water. The District may also specify the exact temperature within the defined range. Equipment startup shall be early enough to fully attain environmental conditions during Normal Occupant Working Hours.

### **C.3.16.2.2 Lighting**

**C.3.16.2.2.1** The Contractor shall maintain and adjust the Facility lighting levels under the guidance of the COTR and the target lighting levels established in 41 CFR 101-120 (Section J.6 Applicable Document #7); however, light quality, specific tenant requirements and other individual factors impact requirements. The COTR shall direct any special conditioning requirements (e.g., computer rooms).

**C.3.16.2.2.2** The Contractor shall correct lighting level problems caused by failed lamps, missing lamps or failed ballasts promptly. The 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.3.16.3 Disruptions to Tenant or Facility Service**

#### **C.3.16.3.1 Disabling Major Equipment**

The Contractor shall perform all necessary planning and coordination efforts regarding disabling major equipment so that Facility occupants experience minimal impact. The Contractor shall

- a. Identify the need for and obtain all necessary permits and licenses for alterations;
- b. Provide 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 Facility. The COTR may waive this requirement if equipment shutdown is necessary to make emergency Repairs;
- c. Schedule maintenance requirements well in advance to avoid disruptions or disturbance to building occupants;

- d. Maintain the mission of the Facility 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 Facility's mission requirements.

**C.3.16.3.2 Requesting Utility Companies to Connect or Disconnect**

**C.3.16.3.2.1** 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 routine situation.

**C.3.16.3.2.2** 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.

**C.3.16.3.2.3** 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.3.16.3.3 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 shall 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.3.16.3.4 Disruptive or Hazardous Tools**

**C.3.16.3.4.1** The Contractor shall obtain written approval of the Contractor's use of impact tools and power-actuated tools during Normal Occupant Working Hours.

**C.3.16.3.4.2** The Contractor shall use burning or welding equipment only with written permission from the COTR. The Contractor shall obtain a Welding and Burning Permit as directed by COTR for each day that welding or burning is performed.

**C.3.16.3.5 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.3.17 SPECIAL SERVICES**

The Contractor shall possess and maintain a working knowledge of the special services as described below required for the Facility's continued optimal operation.

#### **C.3.17.1 Leadership in Energy and Environmental Design (LEED) Requirements**

##### **C.3.17.1.1 LEED for New Construction Silver, Gold, and Platinum Certifications**

If the Building has been designed and constructed to achieve LEED for New Construction Silver, Gold, or Platinum Certification, the District has made certain commitments to achieve this certification, and the Contractor is required to follow through on these commitments. 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 of performance.

In accordance with LEED standard requirements, the Contractor must ensure proper maintenance of relevant building design and construction measures implemented to achieve LEED Certification.

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 may be required to participate in the LEED EBOM Certification Process during the life of the contract.

##### **C.3.17.1.2 LEED Existing Buildings: Operations and Maintenance (EBOM) Requirements**

The Contractor shall be required to participate in the LEED Existing Buildings: Operations and Maintenance (EBOM) Certification Process throughout the operations, maintenance, and repair process.

### **C.3.17.2 Environmental Management Services**

The contractor shall ensure that a copy of all following permits, records, drawings, logs, inspections, surveys, inventories, and plans are provided to the DGS Facilities Division, Office of Safety and Health for compliance review.

The contractor shall immediately contact the DGS Facilities Division, Office of Safety and Health, through the COTR, in the event any hazardous materials removal, abatement, or industrial hygiene services are required.

The contractor shall not communicate or disseminate any test results for air quality, mold, or other environmental testing (verbally or in writing) to any person or occupant without prior authorization of the DGS Facilities Division, Office of Safety and Health, through the COTR.

#### **C.3.17.2.1 Operating Permits**

The Contractor shall be familiar and obtain required local 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 BOP as defined in section C.3.8.1.5 shall describe the specific local operating permit rules that apply to equipment in the building, and summarize the requirements to be met.

##### **C.3.17.2.1.1 Boiler Inspections and Certification**

The Contractor shall send to the COTR and the DGS Facility Management Division Operations Unit the status (via email) of the annual boiler inspection beginning August 15 of every year and weekly updates thereafter until DCRA approvals have been achieved. Documentation shall include:

- a. Notice of DCRA approval or failure;
- b. Copies of Green sticker(s);
- c. Copy of Boiler Certificate(s);
- d. Specific problem description (noting exact equipment failures);
- e. Expected Resolution; and
- f. Any additional pertinent information.

##### **C.3.17.2.2 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 (6) months. The Contractor shall satisfy any applicable

EPA and District statutory and regulatory requirements regarding underground storage tanks.

### **C.3.17.3 Hazardous Material Inventory**

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

#### **C.3.17.3.1 Combustible and Flammable Waste**

The Contractor shall provide approved metal storage cabinets and waste containers for flammable materials and removed from the premises daily. The Contractor shall ensure storage of flammable and combustibles liquids is minimized conforms to the latest edition of NFPA 30, Flammable and Combustible Liquids Code (Section J.6 Applicable Document 24).

#### **C.3.17.3.2 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.3.17.3.3 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.3.17.3.4 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.3.17.3.5 Hazmats**

The most commonly encountered hazmats 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.3.17.3.6 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.3.17.3.7 Refrigerants Considered Hazardous**

The Contractor shall maintain strict control of hazardous materials including 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 shall obtain copies of and comply with all provisions of the Environmental Protection Agency's (EPA) Clean Air Act of 1990 (Section J.6 Applicable Document #2) and all other Federal Environmental Protection Agency (EPA), State, and DC laws in effect now and those that become effective during the contract's period of performance, pertaining to the storage, use and disposal of refrigerants containing CFC's and HCFC's.

##### **C.3.17.3.7.1 Technician Certification**

The Contractor shall ensure that all Contractor's staff who handles refrigerants containing CFC's or HCFC's, meet EPA refrigerant certification levels.

##### **C.3.17.3.7.2 Refrigerant Log**

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.3.17.3.8 Hazardous Materials Plan**

As a part of Contractor's BOP (C.3.8.1.5) submission, the Contractor shall develop and submit a hazardous materials plan of action which shall contain the following:

- a. Identification of possible hazards, problems, and proposed control mechanisms;
- b. Description of how applicable safety and health regulation and standards are to be met;
- c. Protection of public or others not related to the operation;
- d. Number, type, specialized training completed and experience of staffs to be used for the Work;
- e. Type of protective equipment and Work procedure to be used;
- f. Material Safety Data Sheets (MSDS) and procedures for using, disposing of, or storing the toxic and hazardous materials as described in 29 CFR 1910. (Section J.6 Applicable Document #4);
- g. Emergency procedures for accidental spills or explosions;
- h. Interfacing and control of subcontractors, if any;
- i. Identifications of any required analyses test demonstrations and validation requirements;
- j. Methods of certification for compliance; and
- k. Procedures for the containment, removal and disposal of all hazardous materials.

**C.3.17.3.9 Providing Escorts for Surveys**

The Contractor shall escort District inspectors and/or third party Safety and Environmental Management contractors retained by the District who may conduct periodic safety inspections and hazardous material inventory surveys in the Facility.

**C.3.17.4 File Maintenance, Service Calls, and Repairs**

The Contractor shall maintain files in the following formats:

- a. electronic,
- b. hard copy; and
- c. 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 Services with no additional cost to the District.

### **C.3.17.5 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.

### **C.3.17.6 Occupant Emergency Plan (OEP)**

The Onsite Designee, 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.3.17.6.1 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.

**C.3.17.6.2** 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 procedures

- a. The Contractor's communication procedures to be used in providing continuous communication support to the COTR during emergencies.
- b. Employee Information
- c. Information will include the name, contact numbers (mobile and office) and current position of each employee (in the form of a roster) that will participate in the CERP.
- d. Employee Duties
- e. The specific functions each employee shall perform during emergency situations.

#### **C.3.17.7 Strike Contingency Plan (SCP)**

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

- a. Continuity of Operations Plan (COOP)
- b. A living document which outlines the process for maintaining government operations during emergency situations
- c. Support Personnel
- d. The SCP shall describe in detail how the Contractor will staff the Facility to provide the services defined in this specification during strikes by his employees.
- e. License and Certification
- f. The SCP shall describe in detail how the Contractor shall provide personnel that meet experience requirements, assuring the District that all temporary, or replacement employees (including subcontractor employees), shall meet the experience and mechanical license requirements defined in the contract.
- g. Notification
- h. 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;
- i. Temporary or Subcontractor Employees
- j. 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.3.8.1.5).

**C.3.18 COMPLIANCE WITH FEDERAL AND DISTRICT CODES, LAWS, AND REGULATIONS**

**C.3.18.1 Laws and Regulations**

**C.3.18.1.1** The Contractor shall comply with the most recent versions and any future revisions of all applicable federal and District laws, regulations, and policies and procedures in the fulfillment of the required services. The Contractor shall note that the Facility is subject to District of Columbia law, codes, and regulations and environmental laws. The Contractor shall ensure compliance with the federal and District laws and regulations provided in C.1.1, and Section J.6 Applicable Documents, and any other relevant laws and regulations.

**C.3.18.1.2** The Contractor shall also comply with the District's 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.3.18.1.3** The Contractor shall ensure 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.

**C.3.18.1.4** 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.3.18.2 Licenses and Permits**

**C.3.18.2.1** The Contractor shall ensure compliance with applicable licenses and permits associated with the operations, maintenance, and repair of the Facility and the Facility's systems and equipment.

**C.3.18.2.2** 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.3.18.2.3 Licensing, Bonding, and Screening**

The Contractor employees must be licensed and bonded, as required by DCRA or any other applicable law.

**C.3.19 CONSOLIDATED MAINTENANCE SERVICES PERSONNEL AND ADMINISTRATIVE REQUIREMENTS**

**C.3.19.1 Staff**

**C.3.19.1.1** 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. The Contractor shall employ a sufficient number of capable and qualified employees to enable the Contractor to properly, adequately, safely, and economically operate, maintain, and perform repairs at the Facility. The Contractor shall:

- a. Oversee all matters pertaining to the employment, supervision, compensation, promotion, and discharge of the Contractor's employees;
- b. Ensure all staff is 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;
- c. Agree not to employ any person undergoing sentence of imprisonment except as provided in the contract, or by law; and
- d. Agree to dismiss from work any employee who is identified by the District as a potential threat to the health, safety, security, general well-being or operational mission of the Facility and its population.

**C.3.19.1.1.1** 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.

**C.3.19.1.2** 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.3.19.1.3 Key Personnel**

The Contractor shall provide a Property Operations Manager, Chief Engineer, and Custodial Service Manager as key personnel. The key personnel 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 (C.3.8.1.5). The Contractor shall ensure Key Personnel, including any on-site supervisor, shall meet the following minimum qualifications:

- a. Fluent, both spoken and written, in the English language;
- b. Prior experience working on a facility similar in size and complexity for a minimum of three (3) years; and
- c. Fully certified in all applicable LEED level Standard Requirements and Services applicable to the building.

#### **C.3.19.1.3.1 Property Operations Manager (POM)**

The Contractor shall designate a qualified Property Operations Manager (POM) as chief of operations. The designated POM shall be an employee of the Contractor and act on behalf of the Contractor during the term of the contract. The POM shall reside in an office at the Facility during Normal Occupant Working Hours and be available after hours via mobile phone. The Contractor shall ensure the POM shall meet the following qualifications:

- a. Possess the skills specific to the Facility;
- b. Operational experience consistent with the functions identified in Section C.3;
- c. Understanding and experience of mechanical, electrical, and utility systems, maintenance and repair, and cleaning functions.
- d. A minimum of five (5) years of recent (within the past ten {10} years) experience in directing personnel who are responsible for operating and servicing of a building of relevant size, type, complexity, and scope within this contract.
- e. Demonstrated capacity to provide positive customer relations and skills.

#### **C.3.19.1.3.2 On-Site Chief Engineer (CE)**

The Contractor shall designate a qualified Chief Engineer (CE) as lead technical person for the engineering services in the Facility. The designated CE shall be an employee of the Contract team and act on behalf of the Contractor during the term of the contract. The CE shall reside in an office at the Facility during Normal Occupant Working Hours and be available after hours via mobile phone. The Contractor shall ensure the CE shall meet the following qualifications:

- a. Possess the skills specific to the Facility;
- b. Operational experience consistent with the functions identified in Section C.3;
- c. Understanding and experience of mechanical, electrical, and utility systems, maintenance and repair, and cleaning functions;

- d. Possess and retain a District of Columbia Stationary Engineers license as required by the District and as specified in the respective Building Information attachment;
- e. At least five (5) years of recent (within the past ten {10} years) experience in directing personnel who are responsible for operating and servicing of a building of relevant size, type, complexity and scope within this contract including documentation that the Chief Engineer has a minimum of three (3) years' operating experience with the Facility installed BAS.
- f. Demonstrated capacity to provide positive customer relations and skills.

#### **C.3.19.1.3.3 Custodial Service Manager (CSM)**

The Contractor shall designate a qualified Custodial Services Manager (CSM) to coordinate and manage all janitorial, trash removal and recycling services in the Facility. The designated CSM shall be an employee of the Contract team and act on behalf of the Contractor during the term of the contract. The CSM shall reside in an office at the Facility during Normal Occupant Working Hours and be available after hours via mobile phone. The Contractor shall ensure the CSM shall meet the following qualifications:

- a. Possess the skills specific to the Facility;
- b. 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.

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, type, complexity and scope within this contract.

#### **C.3.19.1.4 Other Staff (Not Key Personnel)**

The Contractor shall provide adequate trained staff and supervision to perform the requirements described in Section C.3. The Contractor shall provide staff with the associated qualifications to provide the required services. The Contractor shall not allow its on-site, technically qualified staffing level to drop below a point during Normal Occupant Working Hours that hinders satisfactory contract execution.

#### **C.3.19.1.4.1 Administrative Staffer/s (AS)**

The Contractor shall provide Administrative Staffer/s (AS) for Service Call operations (C.3.16) and tenant request implementation and management of the required services. The Contractor shall provide the appropriate administrative staffers to directly receive, record, and monitor the performance of all service calls, including service calls that are re-classified to a repair. The designated AS shall reside in an office at the Facility during Normal Occupant Working Hours. The Contractor shall ensure AS at a minimum:

- a. Possess the skills specific to the Facility including the operational experience and a level of proficiency to handle service calls and Facility functions;
- b. Maintain a general understanding of the Facility's functions;
- c. Possess positive customer service skills; and
- d. Performance evaluations consider the results of tenant satisfaction surveys and tenant complaints.

#### **C.3.19.1.4.2 Contract Manager**

The Contractor shall identify and submit to the COTR within five (5) days of contract award 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.3.19.1.4.3 On-Site Supervision**

The Contractor shall provide an "on-site supervisor" to provide on-going supervision at the Facility during Normal Occupant Working Hours. The On-Site Supervisor shall be designated in writing and have the authority to act for the Property Manager on all matters relating to the operation of the Facility in their absence. The COTR will also approve this individual (s) prior to their assuming these duties and responsibilities. The District will not supervise Contractor employees. If a single technician is present, that technician shall be capable and qualified to work independently and shall be able to speak for the Contractor for purposes of performance of the work at hand. If multiple technicians are present, the Contractor shall identify one as being supervisory (although the supervisor may be a working technician).

#### **C.3.19.1.4.4 On-site Staff**

The Contractor shall maintain sufficient on-site staff with the authority and skills to perform immediate response to a variety of service calls involving multiple trades and skills.

##### **C.3.19.1.4.4.1 Technicians and Service Personnel**

The Contractor shall maintain a sufficient number of technicians to adequately provide the required services. The Contractor shall ensure staff at a minimum:

- a. Perform the required services in a skillful and workmanlike manner;
- b. Maintain a familiarity with federal and District laws and regulations and the acceptable industry standards provided in Section C.1.1;
- c. Possess current 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;
- d. Possess valid government issued identification at all times when performing work under this contract;
- e. 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.
- f. Not an employee of the District of Columbia if the employment of that person would create a conflict of interest;
- g. Present a neat appearance and wear appropriate uniforms that shall not be torn, tattered, or soiled, and shall practice good personal hygiene.
  1. All Contractor employees shall wear such clothing as coveralls, smocks, uniform shirt and trousers, or uniform blouse and skirt or slacks.
  2. 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.
  3. The Contractor employees shall comply with a standard uniform dress code accepted by the COTR; any color or color combination is acceptable.
  4. Supervisors shall be easily recognizable, either by distinctive clothing, or by an easily readable badge or monogram.
  5. 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.
  6. The Contractor employees shall have identification badges, which they shall wear visibly at all times while on the premises.
  7. Skilled Technicians - Personnel engaged in operation and maintenance activities specified by this contract shall possess licenses issued by the District of Columbia DCRA (Section J.6 Applicable Document #17) or other jurisdiction equivalent to District of Columbia licensing requirements.

- i. Electricians shall possess a valid Journeyman Electrical License, issued by the District of Columbia.
  - ii. Elevator mechanics shall possess a valid Journeyman Elevator License
  - iii. Plumbers shall possess a valid Journeyman Plumbers License issued by the District of Columbia
  - iv. Backflow preventers shall have the appropriate licenses and/or certifications.
  - v. 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.
  - vi. Team leader for testing and maintenance shall be a fire alarm technician with a minimum National Institute for Certification in Engineering Technologies (NICET) Level III certification (Section J.6 Applicable Document #25). The team leader shall also provide proof of factory certification from the manufacturer for the type of equipment located in the Facility.
  - vii. Technicians who assist in the testing and maintenance shall also provide proof of factory certification from the manufacturer for the equipment located in the Facility. Technicians shall be qualified to perform all fieldwork necessary to maintain the system. In addition, the business shall 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.
  - viii. All employees who handle refrigerants containing Chlorofluorocarbons (CFCs) shall be required to pass a United States Environmental Protection Agency (EPA) approved exam, to achieve a level IV (universal) certification (Section J.6 Applicable Document #3) and provide proof of such certification as a part of the submission of the BOP (C.3.8.1.5), change of personnel during this contract period and as requested by the COTR. All operation and maintenance activities specified under this contract shall comply with the Hazardous Material requirements. The Contractor shall comply with all provisions of the Clean Air Act of 1990 (Section J.6 Applicable Document #2).
8. 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.
  9. 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 the District's Facility and its systems.
  10. 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.3.19.1.5 Staff Documentation**

**C.3.19.1.5.1** The Contractor shall ensure that the Contractor's staff and any subcontractor staff maintain the appropriate documentation for all existing and new staff as described below.

- a. Evidence that minimum qualifications described in C.3.19.1.2.4.1 are satisfied;
- b. Resume;
- c. References;
- d. Evidence of successful completion of required training;
- e. License, certification, permits and evidence of bond, as required by the DC DCRA (Section J.6 Applicable Document #16) or any other applicable law; and
- f. Security Clearance Requirements as described in C.3.19.1.5.4.

**C.3.19.1.5.2** 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 COTR will review the resumes and may verify references, training, past performance in the trades in which proposed for this contract, and work history before issuing a certification of approval or denial in writing.

**C.3.19.1.5.3** The Contractor shall ensure that the Contractor's staff documentation remains current and is updated as necessary to ensure current licenses, certifications are maintained.

### **C.3.19.1.5.4 Security Clearance Requirements**

**C.3.19.1.5.4.1** 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 Facility in the performance of contract work. These forms will be submitted for new employees before they can commence duty in the Facility.

**C.3.19.1.5.4.2** The 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,

**C.3.19.1.5.4.3** The Contractor shall 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.

#### **C.3.19.1.6 Organizational Chart**

**C.3.19.1.6.1** The Contractor shall develop and provide an organizational chart to show the Contractor's total resources to be used in the performance of the required services. The Contractor's Organizational Chart shall identify at a minimum the following:

- a. Key staff (C.3.19.1.1);
- b. Other staff (C.3.19.1.2);
- c. Number of Positions/Job Classifications;
- d. Lines of responsibility and accountability; and
- e. Subcontractors.

**C.3.19.1.6.2** The Contractor shall provide an updated Organizational Chart at a minimum annually.

#### **C.3.19.1.7 Staffing Plan**

The Contractor shall develop and provide a staffing plan consistent with the Contractor's organizational chart (C.3.19.1.6). The Staffing Plan shall include at a minimum the following:

- a. Staffing levels (including supervision) depicting various job classifications (e.g. 2 engineers, 2 maintenance workers, 1 supervisor);
- b. Work schedules for the Facility including daily, weekly, and periodic tasks.
- c. A list of all technicians and service personnel and their qualifications to perform the required services.
- d. A roster of all contract employees by name and job title to include individual tours of duty and work assignments. This list shall be updated by the Contractor as necessary;
- e. Identification of the Contractor's staff member responsible for oversight of the QCP;
- f. Identification of the Contractor's staff member responsible for functions associated with such oversight as well as authority in dealing with District contracts shall be identified; and
- g. Allowance for simultaneous training sessions for mechanical, electrical and other equipment.

### **C.3.19.1.8 Job Descriptions**

The Contractor shall develop and provide job descriptions for each position appearing on the Contractor's organizational chart. The job description shall identify at a minimum the following for each position:

- a. Minimum qualifications;
- b. Position specific qualifications;
- c. Training requirements;
- d. Tasks and responsibilities;
- e. Performance measures; and
- f. Supervisor

### **C.3.19.1.9 Training**

The Contractor shall ensure that the Contractor's staff receives the appropriate training.

### **C.3.19.1.10 Standards of Conduct**

The Contractor shall develop and maintain satisfactory standards of personnel and employee competence, conduct, appearance, and integrity, and shall take necessary disciplinary action with respect to staff, and all personnel providing work under this contract, as may be necessary. The Contractor shall ensure that the Contractor's staff 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.3.19.1.11 Security/Daily Attendance Record**

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 assignment.

- C.3.19.1.11.1** The Contractor shall ensure that 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. Subcontract Supervisors shall 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.

- C.3.19.1.11.2** 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 Division (PSD) 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.
- C.3.19.1.11.3** 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.3.19.1.11.4** The Contractor shall ensure that each employee has a Facility pass or ID badge, as required pursuant to procedures required by the Facility Manager.
- C.3.19.1.11.5** 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.
- C.3.19.1.11.6** 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, upon receipt of a favorable security report (see Section C.3.19.1.5.4), "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 of loss of a badge.

#### **C.3.19.1.12 Communication**

##### **C.3.19.1.12.1 Mobile**

The Contractor shall ensure key personnel and on-site supervisors, on-site technician(s), engineer(s), and the on-site janitorial and administrative supervisor(s), shall maintain mobile phones with pictorial, e-mail, and wireless messaging capability to allow incident documentation, and communication with

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. The Contractor shall ensure the devices are technologically current and the devices assigned to key personnel and on-site supervisors, on-site technician(s), on-site engineer(s), and the on-site administrative supervisor(s), as appropriate, are compatible with SMARTDGS and any other operational software program used at the facility.

#### **C.3.19.1.12.2 Tenant Occupant**

The contractor shall not communicate matters of protocol, policy, procedure, opinion, project status, detailed repair or service explanation or otherwise without express approval of the COTR. Communication from the contractor or its employees and subcontractors to tenant occupants shall be limited to basic response and information gathering necessary for building operation and maintenance. Under no circumstances shall the CMC vendor facilitate or participate or attend meetings with tenant occupants or other District Agencies or Contractors, without the express approval of the COTR.

#### **C.3.19.1.12.3 Contractor's Contact & Response after Normal Occupant Working Hours**

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

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 Property 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.

### **C.3.19.1.13 Contractor Staff Readiness**

The Contractor shall ensure that the building is fully staffed the first day of occupancy. 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 Facility. It will also familiarize contract employees with key client agency personnel and areas of the Facility requiring special attention.

#### **C.3.19.1.13.1 Payroll Records**

The Contractor shall provide a certified copy of the Contractor's last payroll prior Upon request in writing by the COTR, within five (5) working days, furnish 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.3.19.2 Supplies, Materials and Equipment**

**C.3.19.2.1** The Contractor shall furnish all supplies, materials, equipment, and vehicles necessary to provide the required services.

**C.3.19.2.2** 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.

**C.3.19.2.3** Except for those items or services specifically stated to be District furnished, the Contractor shall furnish everything required to perform work under this contract.

**C.3.19.2.4** 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.3.19.2.5** At the expiration or termination of this contract, all equipment furnished and installed by the Contractor, to the Facility's equipment and systems, shall remain and becomes the property of the District.

**C.3.19.2.6** 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.

- C.3.19.2.7** The Contractor shall provide all labor, materials, and equipment necessary for the protection of District personnel, equipment, furnishings, Facility, and Facility 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, Facility and Facility 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.
- C.3.19.2.8** The Contractor shall ensure all equipment is properly guarded and meets 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 shall be made within forty-eight (48) hours.
- C.3.19.2.9** The Contractor shall install private outside business phones for his use in making calls and conducting business. The Contractor shall be required to maintain local and long distance telephone service related to the performance of this contract. The Contractor shall be solely responsible for the installation, maintenance, and charges for such telephone service. The Contractor shall be responsible for any misuse of the service.
- C.3.19.2.10** The Contractor shall not use propane powered equipment in the building.
- C.3.19.3 Hours of Operations/Time of Work**
- C.3.19.3.1** The Contractor shall perform all work Monday through Friday during Normal Occupant Working Hours and as stipulated in the Building Information attachment, unless otherwise directed by the COTR.
- C.3.19.3.2** Normal Occupant Working Hours for the Facility are listed in Attachment J.9, Building Information.
- C.3.19.3.3** The Contractor shall as part of basic services maintain the operations of mechanical, electrical, and utility equipment at the Facility during other than Normal Occupant Working Hours to prevent damage to the Facility, or Facility 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.3.19.3.4** The District recognizes the following holidays:

New Year's Day	Martin Luther King's Birthday
President's Day	Emancipation Day
Memorial Day	July 4 <sup>th</sup>
Labor Day	Columbus Day
Veteran's Day	Thanksgiving Day
Christmas Day	Inauguration Day *when applicable

- 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.3.19.3.5** Hours of operation are the minimum work hours the Contractor shall provide on-site operating personnel at the Facility. 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. The Contractor shall provide all required services associated with Facility operation during Hours of Operation. Hours of operation generally begin before and extend beyond Normal Occupant Working Hours. Hours of operation are to be determined by the Contractor and shall be clearly identified in the BOP (C.3.8.1.5).

**C.3.19.3.6** Adverse Weather Conditions or Interruption of Service Due To Renovation  
The Contractor shall be responsible for the operation of Facility equipment and systems beyond normal Hours of Operation when directed by the COTR. Interruption of service to Facility 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.

**C.3.19.3.7 Additional Requirements**

The Contractor personnel shall be available at times other than those specified in the Contractor's BOP (C.3.8.1.5). Additional requirements for Contractor personnel may include, but will not be limited to:

- a. Reimbursable Facility operation services.
- b. Reimbursable Facility janitorial services.
- c. Emergency Service Calls at other than Normal Occupant Working Hours for mechanical, electrical and utility systems repairs.
- d. Operation of necessary Facility equipment to maintain design environmental conditions in special areas.

### **C.3.19.3.8 Impact and Power Tools, Open Flame**

The Contractor shall not be 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 Normal Occupant Working Hours. The Contractor shall use impact tools and power-actuated tools during other than Normal Occupant Working 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 shall use burning or welding equipment only with written permission from the COTR. The Contractor shall 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 shall also provide a copy of this permit to the Facility security guard desk.

### **C.3.19.3.9 Occupancy of Premises**

The Facility 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.3.19.4 Scheduling Work**

**C.3.19.4.1** 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.

**C.3.19.4.2** 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 Facility entrance or space that could cause interruption in Facility 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.3.19.4.2.1** The route for moving materials or equipment within the Facility and the point of delivery of these materials or equipment to the Facility 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.3.19.4.3** 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 Normal Occupant Working Hours with no additional reimbursement to the Contractor.
- C.3.19.4.3.1** The Contractor shall ensure that interruptions to Facility services be kept to a minimum and those, which adversely affect the environmental conditions in occupied portions of the Facility, shall be performed at other than Normal Occupant Working Hours and no additional reimbursement will be provided to the Contractor. The Contractor shall obtain prior written approval from the COTR for any interruption to building services due to equipment or system outages.
- C.3.19.4.4** 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 shall 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.3.19.4.5** Any work, which will alter the original appearance of the Facility, included in this specification, or which would impact the historical or other design of the Facility in any manner, shall be approved in advance by the COTR.

### **C.3.19.5 Quality Control Program (QCP)**

**C.3.19.5.1** The Contractor shall maintain a formal quality control program, with the aim of preventing deficient contract performance. This program shall be described in the BOP (C.3.8.1.5); such description shall detail the plan and the methods of implementation. The QCP shall at a minimum

- a. Establish the minimum requirements for the quality control system to be provided and maintained by the Contractor.
- b. Ensure that the requirements of the contract are provided as specified.
- c. Ensure that the required services specified in this contract meet the highest quality,
- d. Consistent with best industry practices,
- e. Assure timely provision of services,
- f. Optimum tenant agency satisfaction, and
- g. Adequate protection of District assets.

#### **C.3.19.5.1.1 Inspection Reports**

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.

**C.3.19.5.2** The Contractor shall revise the plan during the life of the contract to ensure objectives are met. All revisions shall be approved by the COTR. The Quality Control Plan shall include, but not be limited to:

#### **C.3.19.5.2.1 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, and 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 shall identify how the Contractor shall 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 shall require the approval of the COTR.

**C.3.19.5.2.1.1** 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.

**C.3.19.5.2.1.2** Any equipment disabled as a result of any inspection shall be placed back in service at the end of the inspection or at the end of the day, whichever comes first.

**C.3.19.5.2.2 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.3.19.5.2.3 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.3.19.6 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 shall be charged if additional costs are incurred.

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.3.19.7 Performance Objectives**

**C.3.19.7.1** District representatives will conduct tours and inspections through the Facility 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.3.19.7.2** 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 SMARTDGS 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.3.19.8 Reports and Plans**

**C.3.19.8.1 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.3.19.8.2 Transition Plans**

The Contractor shall develop transition plans, which shall describe staffing and organizational structure during the phase-in/mobilization and phase-out transition periods.

**C.3.19.8.2.1 Phase-In**

The Contractor shall submit a written Phase-in Transition Plan along with the BOP (C.3.8.1.5). The Phase-in/Mobilization Transition Plan for a newly-constructed Facility shall be in accordance with information provided in Attachment J.9 (Building Information) and shall address at a minimum:

- a. Validate equipment tag installation
- b. Accept and store attic stock provided by the GC or as directed by the COTR

- c. Accept and organize O&M documentation
- d. Accept and organize required equipment and system certifications
- e. Coordinate and participate in GC or District provided training

**C.3.19.8.2.1.1** Contractor Phase-In-Purpose and Due Date Up to thirty (30) days prior to the start of the contract. The Contractor shall be allowed to bring his employees on-site to familiarize staff with the Facility's operation of the equipment and system. 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. During the transitional period, the incumbent contractor shall maintain full OM&R responsibility for the facility while the follow-on Contractor mobilizes its employees, sub-contractors, and other initial contract requirements. The Contractor shall develop a phase in plan to submit for COTR approval fifteen (15) days after contract award. The phase in plan shall include Equipment not in service at contract start and listed by the Contractor; the list will be submitted to the COTR fifteen (15) days after contract start date. The plan shall also identify Equipment out of service due to seasonal shutdowns. Equipment out of service 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.3.19.8.2.2 Phase-Out**

The Contractor shall submit a written Phase-out Transition Plan ninety (90) days prior to contract expiration for base and each option year. The Contractor shall submit a written Conceptual Phase-out Plan along with the BOP (C.3.8.1.5).

**C.3.19.8.2.2.1 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 Facility 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.3.19.8.2.2.2** 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 Facility and Facility equipment. The COTR will accept or change the Contractor's inspection dates and notify the Contractor of his decision.

**C.3.19.8.2.2.3** The COTR will facilitate a joint inspection and provide the Contractor with a copy of findings fifteen (15) calendar days after completing the inspection.

**C.3.19.8.2.2.4** To correct deficiencies found during the joint inspection, the following applies:

- a. The COTR will document equipment identification number, equipment location and a detailed description of the deficiency(ies) observed.
- b. Upon request by the COTR, the Contractor shall submit a schedule for the completion of repairs.
- c. Disputes that may arise between the Contractor and the COTR regarding prices for repairs will be resolved by the CO. The Contractor shall 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.
- d. 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 shall 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.
- e. 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.3.19.9 Meetings**

#### **C.3.19.9.1 Transition Period Meetings**

The Contractor and the Contractor's on-site representative, Property Manager and/or Designee, and Chief Engineer shall meet with the COTR at least twice (2) each month during the transition period to avoid disputes and to settle minor problems and misunderstandings early and at the lowest possible level.

#### **C.3.19.9.2 Monthly Operational Meetings**

The Contractor shall meet with the COTR on a monthly basis. These meetings shall be held on the job site during Normal Occupant Working Hours at a time and location established by the District. The Contractor shall at a minimum provide the following at the monthly operational meeting:

- a. Demonstrate to the District the extent to which the Contractor has fulfilled all the requirements;

- b. Advise the District of all instances where the Contractor has not fulfilled any of the requirements
- c. Status of special and pending projects, repairs and supplemental requests;
- d. Review complaints received by the Contractor which relate to the required services
- e. Unresolved complaints
- f. 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:
  - 1. The date, time, name, phone number and affiliation of requestor, nature of request and location of requirement;
  - 2. The nature and extent of the problem and/or work requested; and
  - 3. The status and/or summary of completion of each request
  - 4. 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.
- g. Service Call Report to document the number of Service Calls received, resolved, outstanding

#### **C.3.19.9.2.1 Reporting**

- a. 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.
- b. The Contractor shall prepare and electronically transmit the written results of these meetings to meeting attendees within five (5) working days. Changes or corrections can be made by attendees up to and including the next scheduled meeting.

#### **C.3.19.9.3 Performance Evaluation Meetings**

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.3.19.9.4 Safety Plan and Meetings**

The Contractor shall meet with the COTR and tenant occupants (as directed by 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 the Contractor 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.3.19.10 Monthly Summary Report**

Where the deliverables in section F.3 shall be made available to the COTR on the due dates listed in the table, the Contractor shall also submit not later than the 15<sup>th</sup> day of each month a comprehensive Monthly Summary Report (hard copy and electronic) to include all relative deliverables for that month **and**:

**C.3.19.10.1 Executive Summary**

General Reporting

Detailed Work Order/Service Call Logs and Summary Data

Detailed PM Performance

Building Management Services Narrative (in order by C.3 requirements)

Other Services Performed

Quality Control Efforts

**C.3.19.10.2 Financial**

Accounts Receivable Summary

Repair Detail (description and cost) under and over deductible threshold

Comprehensive Budget Reconciliation

**C.3.19.10.3 Logs and Readings**

Utility Meter Readings

Daily Building AHU and Other Equipment Inspection/Tour Logs

Weekly Custodial Inspection Logs

Contractor Employee Sign-in/Sign-out Logs

**C.3.19.10.4 Staff and Contract Data**

Emergency Contact Information

Current Employee Listing with Photographs (Full and Part-Time)

Active Subcontractor Listing

Complete Vendor Listing

**C.3.19.10.5 Other Attachments and Deliverables as appropriate, to include but not limited to:**

Water Treatment Reports

Waste and Recycling Reporting

Incident Reports

Additional Reports as Requested by the COTR

## **C.3.20 REIMBURSABLE SERVICES**

### **C.3.20.1 Definition and Description**

The Contractor shall provide Reimbursable Services ordered, at the discretion of the District, for work relating to the OM&R or upgrade of the Facility. The COTR will determine if the service is a Reimbursable Service based on when and why the service is performed. There are two (2) types of Reimbursable Services, Reimbursable Repairs and Reimbursable Additional Services.

#### **C.3.20.1.1 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 shall 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. A repair order will be initiated by the COTR and the District will pay all costs exceeding the deductible threshold (including labor, parts, and materials only), to repair the equipment/system and return it to service.

#### **C.3.20.1.2 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 reconfiguration work not delineated in Section C.3 of this contract. A Reimbursable Additional Service is:

- a. A service call that is reclassified as a repair due the fact that the Contractor's verified estimate exceeds the deductible threshold;
- b. A District request for an upgrade to or the replacement of existing equipment or building systems that are functioning in accordance with their intended design;
- c. New equipment, service or reconfiguration work not delineated in Section C.3.1-C.3.19;
- d. Services performed outside of normal business hours, shall be fully reimbursed to the Contractor. If the District approves the use of a subcontractor, the Contractor shall be allowed a mark-up not to exceed 10% of the Direct Costs.
- e. Work that can customarily be performed during normal hours of operation shall not be rescheduled outside of normal hours of operation;

- C.3.20.1.3** The Contractor shall not be reimbursed for Facility related service calls or repairs, which require a technician to return after Normal Occupant Working Hours, as an Emergency Service Call or 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.
- C.3.20.1.4** 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.
- C.3.20.1.5** 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) shall be included. The price shall include the Contractor's hourly rate for Cost Reimbursement Services (as stipulated in Section B.4) and/or fee for repairs during and after Non-occupant Working 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 (See Section C.3.20).
- C.3.20.1.6** The Contractor shall be reimbursed for 100% of building equipment, components, and structure costs included as deficiencies on the Contractor's Initial Deficiency List (C.3.8.2.1.1.) and accepted by the District

**C.3.20.2 Reimbursable Services and Deductible Threshold**

The Contractor will be reimbursed when repair services approved in writing by the COTR and CO exceed the allowable deductible threshold per item, repair, or event as specified in the building information attachment. Reimbursable Services which cost \$10,000.00 or more will require the CO's approval thru a Task Order. The Contractor shall use the hourly rates established in the Reimbursable Services Price Schedules (B.4) to determine costs associated with Reimbursable Services. The Contractor shall submit a separate invoice for each incident or occurrence as described in G.2.

**C.3.20.2.1 Direct Cost Reimbursement**

- C.3.20.2.1.1** The Contractor will be reimbursed for approved services and materials, which are not included in the fixed price for basic services and in accordance with the hourly rates established in the Reimbursable Services of the Hourly Rate Schedule in Section B.4.

**C.3.20.2.1.2** Direct costs billing for after hours or during business hours operational support service shall be consistent with the Reimbursable Services price schedules (B.4); in this instance, mark-ups are not allowable.

**C.3.20.2.1.3** The COTR shall determine whether the Contractor will provide the parts and materials and the CO shall authorize the purchase. The Contractor shall submit proper invoices for materials as described in G.2.

### **C.3.20.3 Potential Reimbursable Services**

The Contractor may be reimbursed for services and materials, not included in the fixed price for services as set forth in Sections C.3.1 – C.3.19 in accordance with the hourly rates established in the Reimbursable Services in Section B.4, providing the services are consistent with the conditions of a Reimbursable Repair, Reimbursable Additional Service, and approved by the COTR or CO as specified herein.

- a. Electrical and Lighting Services
- b. Mechanical Systems
- c. Plumbing Services
- d. Elevators, Lifts, Escalators Optional Services
  1. Systematic cleaning, repairing and replacement of all selector Sotors and control panel board motors, including all equipment on the controllers and the selectors.
  2. Repair or replace car traveling cables.
  3. Replace motor brushes and brush holders, as it becomes necessary, on the elevator generators, hoist motors, door operators, selector motors and damping motors.
  4. 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.
  5. Maintain proper oil level in the oil reservoirs with the proper viscosity oil as required by the manufacturer’s recommendations.
  6. Clean, repair or replace all machine worn gear combinations.
  7. Repair all major overhauls or major repairs of main hoist motors and motor generator sets.
  8. Provide major repairs to jack units.
  9. Major repairs to oil buffers and drive machine including motor and brake coils and drive
  10. Replace hoist and governor cables and re-shackling.
  11. Replace bearings in cross heads or deflector or 2:1 sheaves.
  12. Repair or replace pump motor for hydraulic elevators.
  13. Perform other repairs on the elevators and escalators, as requested by the COTR.
- e. Energy Management Control Systems

- f. Architectural and Structural Maintenance and Repairs Services
  - 1. 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:
    - i. minor office reconfigurations;
    - ii. electrical, mechanical, and plumbing repairs;
    - iii. modifications as requested;
    - iv. survey areas; and
    - v. review statement of work.
- g. Repair and Improvement Services
  - 1. A Reimbursable Service for 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 shall 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.
  - 2. Replacement of parts and materials resulting from PM shall not qualify as a Reimbursable Services for repair if such replacement is predictable per the manufacturer's specifications. See section C.3.8.1.8.9 for PM cycles greater than twelve (12) months.
- h. Snow Removal Services – Snow events producing 6” or more snow.
- i. Janitorial Services
- j. Event Services
  - 1. 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.
  - 2. Reimbursed for providing Event Services building operation support when the Contractor incurs Direct Costs in association with the function
  - 3. Not be reimbursed when Event Services building operation support only involves remote BAS temperature regulation and monitoring.
- k. Landscaping Services
- l. Utility Companies Services
- m. Security Systems Support Services
- n. Pest Control Services
- o. Environmental, Health, and Safety Testing
- p. Service Call Operations
  - 1. The Contractor shall be allowed a minimum reimbursement of two (2) labor hours for Emergency Service Call that are approved for reimbursement.

2. The Contractor will be paid for reimbursable labor Emergency Service calls 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).
  3. Emergency service calls for work that should have been performed during Hours of Operation shall not be considered an emergency service call but an expectation of basic services (e.g. appropriate building systems operation and environmental conditions) and will not be reimbursed.
- q. Vandalism Repairs
1. 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 \$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.

**C.3.20.3.1** The Contractor's duty to provide Event, Reimbursable, or other Services must not be confused with the Contractor's duty to provide Basic 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. The Basic Services may require the Contractor to perform outside of normal work hours and are not Reimbursable Services.

**C.3.20.3.2** 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**

- D.1** 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. (Attachment J.1)

**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. (Attachment J.1)

**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.

**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 Section B of the contract.

**F.2.4** The total duration of this contract, including the exercise of any options under this clause, shall not exceed 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 perform the activities required to successfully complete the District's requirements and submit one (1) hard copy and one (1) soft (electronic) copy of each deliverable to the COTR identified in Section G.9 in accordance with the following:

No.	Solicitation Reference	Deliverable Name	Due Date
<b>C.3.1 Electrical Services</b>			
1	C.3.1.1.1	Test Report of Inspection and Testing	Within 10 days of Contract Award
2	C.3.1.1.1.1	Deviations from NETA Maintenance Testing Specifications	As required; Minimum of 2 days before test
3	C.3.1.1.1.2.1.1	Thermographic Reporting	Within 1 day of Test/Inspection
4	C.3.1.1.3.2	Preventative Maintenance Annual Schedule	Within 10 days of Contract Award; Annually thereafter
5	C.3.1.1.3.2	Annual Testing of Electrical Distribution Systems	Annual
6	C.3.1.1.4.1	Replace or Upgrade Report	Within 24 hours of assessment or inspection
7	C.3.1.2.2.1.1	Weekly Testing Emergency Generator Report	Weekly
8	C.3.1.2.2.1.2	Monthly Testing Emergency Generator Report	10 <sup>th</sup> day of each month
9	C.3.1.2.2.2	Annual Testing Emergency Generator Report	Annual
10	C.3.1.2.4 b	Repair Proposal	As Required
11	C.3.1.2.4	Parts and Materials Delivery Schedule	As Required
12	C.3.1.1.2.4.1	Report of Compliance	Within 24 hours of Notice
<b>C.3.2 Mechanical Services</b>			
13	C.3.2.1.3.1	Boiler Inspection Reports Defect Notices	Within twenty-four (24) hours of receipt of Report issued by DCRA
14	C.3.2.1.3.1.1	Report of Compliance	Within twenty-four (24) hours of completing the repair work
15	C.3.2.2.4.1	Letter Report – Pump Alignments	Within five (5) working days of completion of the pump alignment work
16	C.3.2.3.2	Terminal Boxes Protocol	Within 10 days of Contract Award
17	C.3.2.1.2	Annual Conditions Report/ Annual Report on Oil & Gas Systems	Between June - August
<b>C.3.3 Plumbing Services</b>			
18	C.3.3.2	Water Treatment Program	Within 30 days of Contract Award

19	C.3.3.2.1	Comprehensive Initial Water Treatment analysis	Within 15 days of Contract Award
20	C.3.3.2.3	Water Conditions Report	Within 45 days of Contract Award
21	C.3.3.2.3.1	Water Conditions Report - Updates	As required
22	C.3.3.2.4.1	Water Sample Reports	As required
23	C.3.3.2.4.2	Duplicate Water Samples	As required
24	C.3.3.2.8.1	Monthly Water Testing Report	10 <sup>th</sup> day of each month
25	C.3.3.2.9 b	Material Safety Data Sheet MSDS	Within 10 days of Contract Award
26	C.3.3.2.9 c	MSDS – Updates	As Necessary
27	C.3.3.3.1.1	Backflow Preventers Results Report	Within 24 hours of inspection/test
<b>C.3.4 Elevator, Lifts, and Escalators Services</b>			
28	C.3.4.1.1.1.1	Bi-weekly and Monthly Tests	Bi-weekly; Monthly
29	C.3.4.1.1.2	Safety Tests	As required
30	C.3.4.1.1.2.1d	Complete Report of Deficiencies	Within 24 hours of inspection/test
31	C.3.4.1.1.1.3.2.3	Elevator Inspection Report	Within 24 hours of inspection/test and correction of deficiencies
32	C.3.4.1.2.2.1 b	Report Status of Elevators Equipment not working	Close of each day
33	C.3.4.1.2.2.1 c	Report any elevator equipment that is not operational	thirty (30) minutes prior to Normal Occupant Working Hours
34	C.3.4.1.2.2.1 d	Informational signs and barricades – Elevator Outages	As Necessary
<b>C.3.5 Energy Management Control System Services</b>			
35		Reserved	
<b>C.3.6 Fire Protection Services</b>			
36	C.3.6.2.5	Fire System Tests	Within 24 hours of test or inspection
	C.3.6.1.2	Semi-annual and Annual Fire Alarm Tests	Semi-annual; Annual
<b>C.3.7 Architectural and Structural Services</b>			
37	C.3.7.1.2	Review Design and Construction Documents	As Required
38	C.3.7.1.3.2	Scaffold Erection Plan	As required; Minimum of 2 days before Erection of Scaffolding
<b>C.3.8 Operation Maintenance Repair and Improvement Services</b>			
39	C.3.8.1.4	Standard Operating Procedures	Within 10 days of Contract Award

40	C.3.8.1.4.1	Standard Operating Procedures - Updates	As Required
41	C.3.8.1.5	Building Operating Plan	Within 10 days of Contract Award
42	C.3.8.1.5.1	Building Operating Plan - Updates	As Required
43	C.3.8.1.5.2	Contingency Plan	Within 10 days of Contract Award
44	C.3.8.1.5.3	Vandalism Remediation Plan	Within 10 days of Contract Award
45	C.3.8.1.8	Preventive Maintenance Program/PM Guides	Within 10 days from Contract Award
46	C.3.8.1.8.6	Preventive Maintenance Schedule and Updates	Within 10 days of Contract Award; Updates as necessary
47	C.3.8.1.8.7	Consolidated Preventive Maintenance Report	Monthly
48	C.3.8.1.8.8	Preventive Maintenance Log	Maintain On-Site
49	C.3.8.1.8.9	PM Cycles Greater than Twelve (12) Months	Within 10 days of Contract Award and 90 days prior to the expiration of each option year
50	C.3.8.1.8.12	Notification of maintenance or repair work is to be done which requires opening or dismantling of equipment.	72 hours before opening or dismantling of equipment
51	C.3.8.1.10.1	List of "on the shelf" replacement and expendable parts and materials	Within 15 days of Contract Award
52	C.3.8.2.1.1	Initial Deficiency List (IDL)	Within 15 days of Contract Award
53	C.3.8.2.1.2.2	Root cause Analysis	Within 60 days of Contract Award
54	C.3.8.2.1.2.2	System Assessment and Inventory Report.	Within 15 days of Contract Award
55	C.3.8.2.1.5	Existing Deficiencies Estimate	As Required
56	C.3.8.2.1.7.1	Notification Completion of Labeling	Within 60 days of Contract Award
57	C.3.8.2.2.1	Certified Report of Tests, Inspections	Within 30 days from completion of work
58	C.3.8.2.2.6	Establish Log Sheets	Within 10 days of Contract Award
59	C.3.8.2.2.7.1	HVAC and Domestic Water Report	Daily
60	C.3.8.2.2.8.3	Sample Tour Work Assignment Sheet	Within 10 days of Contract Award
61	C.3.8.2.2.8.4	Operating Logs and Tour Sheets	Maintain On-Site
62	C.3.8.2.4	Operational Maintenance and Repair Log	Maintain On-Site
63	C.3.8.2.6	Operations Instructions	Within 10 days of Contract Award
64	C.3.8.2.7	Semiannual Roof Inspections	Semi-annually
65	C.3.8.2.8	Building Equipment Inventory	Within 60 days of Contract Award
66	C.3.8.2.9.3	Inventory verification	Within 60 days of

			Contract Award
67	C.3.8.2.9.5.4	Samples of Tags	Within 30 days of Contract Award
68	C.3.8.2.10	Property Records Samples	Within 15 days of Contract Award
69	C.3.8.2.11.1	Manufacturer Warranty Issues	As Required
<b>C.3.9 Snow Removal</b>			
70	C.3.9.1.3	Excess Snow Removal Plan	Within 10 days of Contract Award
<b>C.3.10 Custodial and Janitorial Services/Waste Management and Recycling Services</b>			
71	C.3.10.1.1.b	Waste Removal Activity	Monthly
72	C.3.10.1.1.g. 9. iii	Weekly Recyclable Weight	Weekly
73	C.3.10.1.1.g.12 .i.2	Waste Management Incident Report	As Required
<b>C.3.11 Landscaping Services</b>			
74	C.3.11.1.1	Flowering Seasonal Replacement	Quarterly
75	C.3.11.9.1	Vegetation Maintenance Plan	Within 10 days of Contract Award
76	C.3.11.10.2 b	Irrigation Systems Inventory List	Within 10 days of Contract Award
77	C.3.11.10.2 h	Irrigation Systems Report	Monthly
78	C.3.11.10.3	Irrigation Systems Repair and Maintenance Schedule Request	As Required
79	C.3.11.10.4	Irrigation Systems Winterization Services	Within 24 hours of Winterization
80	C.3.11.10.5	Irrigation Systems Start up Certification	Within 24 hours of start up
<b>C.3.12 Utility Companies Services</b>			
81		Reserved	
<b>C.3.13 Security, Telecommunication, and Tenant Building Systems Support</b>			
82		Reserved	
<b>C.3.114 Pest Control Services</b>			
83	C.3.14.1.2.4 a	IPM Service Report	Within 10 days of Contract Award
84	C.3.14.1.5	IPM Plan	Within 10 days of Contract Award
<b>C.3.15 Locksmith Services</b>			
85		Reserved	
<b>C.3.16 Service Call and Tenant Environment</b>			
86	C.3.16.1.8.1	Service Maintenance Report	Within 10 days of Contract Award
87	C.3.16.1.8.2.1	Sample Service Call Log	Within 10 days of Contract Award
<b>C.3.17 Special Services</b>			
88	C.3.17.1.1.2.1 a	LEED New Construction Gold Plan	Within 10 days of Contract Award
89	C.3.17.1.1.2.1 b	LEED New Construction Building	Within 10 days of

		Features	Contract Award
90	C.3.17.1.1.2.1 c	Green Cleaning Plan	Within 10 days of Contract Award
91	C.3.17.2.1.1	Boiler Inspections and Certification	Beginning August 15 of each year and weekly thereafter until certification is achieved
92	C.3.17.3	Hazardous Material Inventory	Within 10 days of Contract Award
<b>C.3.18 Compliance with Federal and District Regulation</b>			
93	C.3.19.2.3	Mandatory Drug and Alcohol Testing of Employees	Within 10 days of Contract Award; Annually thereafter
<b>C.3.19 Consolidated Maintenance Related Services</b>			
94	C.3.19.1.5	Employee Documentation <ul style="list-style-type: none"> <li>- Evidence that minimum qualifications described in C.3.19.1.2.4.1 are satisfied;</li> <li>- Resume;</li> <li>- References;</li> <li>- Training certifications;</li> <li>- License, certification, permits and evidence of bond, as required by the DC DCRA (Section J.6 Applicable Document #16) or any other applicable law; and</li> <li>- Security Clearance Requirements as described in C.3.19.1.5.4.</li> </ul>	Within 10 days of Contract Award; Within 10 days of New Hires; Annually for existing staff
95	C.3.19.1.6	Organizational Chart	Within 10 days of Contract Award; Within 10 days of New Hires; Annually for existing staff
96	C.3.19.1.7	Staffing Plan	Within 10 days of Contract Award
97	C.3.19.1.8	Job Descriptions	Within 10 days of Contract Award
98	C.3.19.1.11	Security/Daily Attendance Record	Daily
99	C.3.19.5	Quality Control Plan	Within 10 days of Contract Award
100	C.3.19.5.1.1	Inspection Reports	As Required
101	C.3.19.5.2.2	Self-Evaluation	Quarterly
102	C.3.19.6	Performance Measures	Within 10 days of Contract Award
103	C.3.19.8.1	Accident Report	As Required
104	C.3.19.8.2	Transition Plans	Within 10 days of Contract Award
105	C.3.19.8.2.1	Phase-In Plan	Within 10 days of Contract Award
106	C.3.19.8.3	Receipt of Performance Evaluation	Within two (2) working

		Meetings Minutes	days of meeting
107	C.3.19.8.4	Safety Meetings	
108	C.3.19.10	Monthly Summary Report	15 <sup>th</sup> Day of each month

**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 shall not be paid pursuant to Section G.3.2.

**SECTION G**  
**CONTRACT ADMINISTRATION DATA**

**G.1 INVOICE PAYMENT**

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

**G.1.2** The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

**G.1.2.1** The Contractor will be paid for basic services (C.3.1 – C.3.19) on a monthly basis.

**G.1.2.2** The Contractor will be reimbursed for costs incurred in performing Reimbursable Services (C.3.20) approved in advance in writing by the Contracting Officer (CO). Reimbursable Services which cost \$10,000.00 or more will require the CO's approval thru a Task Order. The Contractor shall use the hourly rates established in the Reimbursable Services Price Schedules (B.4). Payment for Reimbursable Services will be separate from monthly payments due under the terms of this contract.

**G.2 INVOICE SUBMITTAL**

**G.2.1** The Contractor shall submit proper invoices on a monthly basis for basic services. 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 Contracting Officer's Technical Representative (COTR) specified in Section G.8 and the following email account: [dgsfm.invcs@dc.gov](mailto:dgsfm.invcs@dc.gov).

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

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

**G.2.2.2** Contract number, invoice number and appropriate Purchase Order;

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

**G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;

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

**G.2.2.6** Name, title, phone number of person preparing the invoice;

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

**G.2.2.8** Authorized signature.

**G.2.3** Invoice Submission to COTR

**G.2.3.1** 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:
  1. Title the invoice email with the following information:
    - i. Contractor Name INVOICES\_MonthYear\_Number of Invoices
      - a. Example:  
DoeIncINVOICES\_Feb2010\_10
  2. 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.
  3. Send all invoices for one month of service in one email. Do not send multiple emails for different invoices.
  4. In the body of the email please list out all invoices submitted for that month and all totals for each invoice.

**G.2.3.2** To constitute a proper invoice for Reimbursable Services, 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 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;
- e. Contractor assigned invoice number;
- f. 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.
- g. Line item of for each date Reimbursable Service;

- h. If applicable, description, price, quantity and the date(s) those additional supplies were delivered.
- i. Line item total of all fees;
- j. Name, title, telephone number, email address, and complete mailing address of the responsible official to whom payment is to be sent;
- k. Name, title, phone number, and email address of person preparing the invoice;
- l. 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; and
- m. Authorized signature.

**G.2.3.3** The Contractor shall invoice the District for Reimbursable 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 Service, repair or additional, and show further breakdown into parts and labor components. The labor component shall indicate the total labor hours or cost, and the portion of the invoice claimed as reimbursable. If Reimbursable 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 COST REIMBURSEMENT CEILING**

**G.4.1** Cost reimbursement ceiling for this contract is set forth in Section B.4.

**G.4.2** The costs for performing this contract shall not exceed the cost reimbursement ceiling specified in Section B.4.

**G.4.3** The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under this contract within the cost reimbursement ceiling.

- G.4.4** The Contractor must notify the CO in writing; whenever it has reason to believe that the total cost for the performance of this contract will be either greater or substantially less than the cost reimbursement ceiling.
- G.4.5** As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of performing this contract.
- G.4.6** The District is not obligated to reimburse the Contractor for costs incurred in excess of the cost reimbursement ceiling specified in Section B.4, and the Contractor is not obligated to continue performance under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the cost reimbursement ceiling specified in Section B.4, until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised cost reimbursement ceiling for performing this contract.
- G.4.7** No notice, communication, or representation in any form from any person other than the CO shall change the cost reimbursement ceiling. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the costs reimbursement ceiling, whether such costs were incurred during the course of contract performance or as a result of termination.
- G.4.8** If any cost reimbursement ceiling specified in Section B.4 is increased, any costs the Contractor incurs before the increase that are in excess of the previous cost reimbursement ceiling shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- G.4.9** A change order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in Section B.4, unless the change order specifically increases the cost reimbursement ceiling.
- G.4.10** Only costs determined in writing to be reimbursable in accordance with the cost principles set forth in rules issued pursuant to Title VI of the D.C. Procurement Practices Act of 1985 shall be reimbursable.

**G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

- G.5.1** In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.
- G.5.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- G.5.3** Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been

made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

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

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

**G.6.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, 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 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b. the 5<sup>th</sup> day after the required payment date for an agricultural commodity;
- or
- c. the 15<sup>th</sup> day after the required payment date for any other item.

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

### **G.6.2 Payments to Subcontractors**

**G.6.2.1** 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 this 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.6.2.2** The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 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 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b. the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c. the 15<sup>th</sup> day after the required payment date for any other item.

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

**G.6.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the 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.6.3 Subcontract requirements**

**G.6.3.1** The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

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

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

Christopher Weaver  
Acting Director  
D.C. Department of General Services  
2000 14th Street, NW, 8th Floor  
Washington, DC 20009

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

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

**G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.

**G.8.3** 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.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

**G.9.1** 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. The COTR has the responsibility 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. These include:

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

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

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

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

**G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

**G.9.2** **Contracting Officer's Technical Representative (COTR).** The contact information of the COTR is:

Jean-Francis Varre, Area III Manager  
D.C. Department of General Services  
Facilities Division  
2720 Martin Luther King Avenue, SE, B-205  
Washington, DC 20032  
(202) 715-7568  
jean-francis.varre@dc.gov

**G.9.3** The COTR shall NOT have the authority to:

- a. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
- b. Grant deviations from or waive any of the terms and conditions of the contract;
- c. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
- d. Authorize the expenditure of funds by the Contractor;

- e. Change the period of performance; or
- f. Authorize the use of District property, except as specified under the contract.

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

**G.10 PLACEMENT OF ORDERS FOR ADDITIONAL SERVICES**

**G.10.1** For additional Reimbursable Services, \$10,000.00 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.4.5, 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 Department of Employment Services ("DOES") for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

**H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by the Wage Determination No. 2005-2103, Revision No. 16, date of last revision: July 8, 2015, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Section J.2 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage 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 the Contractor, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

#### **H.4 FREEDOM OF INFORMATION ACT**

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the 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.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 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 10<sup>th</sup> each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying 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 \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

**H.5.5** With the submission of the Contractor's final request for payment from the 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 CO 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 this contract any decision of the CO pursuant to this Section H.5.8

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

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

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

**H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

During the performance of this contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 *et seq.*

**H.8 WAY TO WORK AMENDMENT ACT OF 2006**

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

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

- H.8.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.8.4** The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- H.8.5** The Contractor shall provide a copy of the Fact Sheet attached as J.5 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.8.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.8.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.8.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
  - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
  - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
  - (4) Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;
  - (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
  - (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
  - (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of

Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;

- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

**H.8.9** The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

## **H.9 SUBCONTRACTING REQUIREMENTS**

### **H.9.1 Mandatory Subcontracting Requirements**

**H.9.1.1** For contracts in excess of \$300,000, at least 50% 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 50% 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 50% 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 50% 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 nonresponsive and shall be rejected if the Contractor is required to subcontract, but fails to submit a subcontracting plan with its bid. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

- H.9.2.1** 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 21<sup>st</sup> 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 Subcontractor Standards**

- H.9.4.1** A prime contractor shall ensure subcontractors meet the criteria for responsibility described in D.C. Official Code §2-353-02.

### **H.9.5 Enforcement and Penalties for Breach of Subcontracting Plan**

- H.9.5.1** 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.9.5.2** 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.9.5.3** 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 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL**

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 CO at least thirty (30) calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the CO for any proposed substitution of key personnel.

**H.11 AUDITS AND RECORDS**

**H.11.1** 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.11.2 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 CO, or an authorized representative of the CO, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

**H.11.3 Cost or pricing data.** If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the CO, or an authorized representative of the CO, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to:

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

**H.11.4 Comptroller General**

**H.11.4.1** 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.11.4.2** 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.11.5 Reports.** If the Contractor is required to furnish cost, funding, or performance reports, the CO or an authorized representative of the CO shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating:

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

**H.11.6 Availability.** The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in clauses H.11.1 through H.11.5, for examination, audit, or reproduction, until three (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:

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

**H.11.7** The Contractor shall insert a clause containing all the terms of this clause, including this section H.11.7, in all subcontracts under this contract that exceed the small purchase threshold of \$100,000, and:

- a. That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable type or any combination of these;
- b. For which cost or pricing data are required; or
- c. That requires the subcontractor to furnish reports as discussed in H.11.5 of this clause.

## **H.12           ADVISORY AND ASSISTANCE SERVICES**

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

## **H.13           DISTRICT RESPONSIBILITIES**

### **H.13.1       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.13.2       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.13.3       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.13.4 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.13.5 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 Fire Alarm System. The District shall provide four (4) hours of training within this five (5) day period.
- b. Training for BAS
  - i. The Contractors employees shall be familiar and experienced in operating the existing Facility BAS 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. 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.14 CONTRACTOR RESPONSIBILITIES**

**H.14.1** The Contractor shall provide all the manpower, supervision, materials, supplies and equipment necessary to perform all the services described in Section C.

**H.14.2** 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.14.3** 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.14.4** 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.14.5** 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.
- a. The Contractor shall be liable for all fines and shall comply with all District regulations for safe handling, storage, disposal, and use of any hazardous materials and chemicals.
  - b. The Contractor shall be charged the cost, in the event of fines or penalties levied by the EPA or an Air Quality Management Authority.
- H.14.6** **RESERVED**
- H.14.7** **RESERVED**
- H.14.8** **Allowable Subcontracting Requirements**
- H.14.8.1** The Contractor shall ensure that all activities carried out by any subcontractor conforms to the provisions of this Contract.
- H.14.8.2** It is the responsibility of the Contractor to ensure its subcontractors are capable of meeting the reporting requirements under this Contract and, if they cannot, the Contractor is not relieved of the reporting requirements.
- H.14.8.3** The Contractor shall notify the District Contracting Officer, in writing, of the termination of any subcontract for the provision of services, including the arrangements made to ensure continuation of the services covered by the terminated subcontract, not less than forty-five (45) days prior to the effective date of the termination, unless immediate termination of the contract is necessary to protect the health and safety of Enrollees or prevent fraud and abuse. In such an event, the Contractor shall notify COTR immediately upon taking such action.
- H.14.8.3.1** If the District determines that the termination or expiration of a subcontract materially affects the ability of the Contractor to carry out its responsibility under this contract; the District may terminate this Contract.
- H.14.8.3.2** The Contractor shall ensure subcontracts contain a provision that requires subcontracts to contain all provisions of the Contractor's contract with the District

and that the subcontractor look solely to Contractor for payment for services rendered.

**H.15 ENVIRONMENTALLY PREFERABLE JANITORIAL PRODUCTS**

**H.15.1 Environmentally Preferable Product Goals**

**H.15.1.1** 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.15.1.2** 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.15.2 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.15.3 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.15.4 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.15.4.1 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.15.4.2 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.15.4.3 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.15.4.4 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.15.4.5 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.15.4.6 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.15.5 Packaging Reduced/Recyclable**

**H.15.5.1** If possible, the Contractor shall use products that are in reusable, refillable, or recyclable containers or are otherwise made from recycled content products.

**H.15.5.2** No products shall be delivered in aerosol cans.

**H.15.5.3** 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.15.6 Product Safety**

**H.15.6.1** 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 cleanup cost for any spills or leaks that occur while they are using or transporting their products.

### **H.16 ENVIRONMENTALLY PREFERABLE SOLVENT PRODUCTS**

#### **H.16.1 Environmentally Preferable Products Goals**

**H.16.1.1** 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.16.1.2** 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.16.2 Environmentally Preferable Solvent Products**

**H.16.2.1** Solvents are fluids or a mixture of fluids capable of dissolving substances to produce compositions for industrial value.

**H.16.2.2** 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.16.3 Solvent Environmental Requirements**

The Contractor shall avoid the following hazards when using solvent products during the performance of this contract:

#### **H.16.3.1 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.16.3.2 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.16.4 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.16.5 Packaging Reduced/Recyclable**

**H.16.5.1** If possible, the Contractor shall use products that are in reusable, refillable, or recyclable containers or are otherwise made from recycled content products.

**H.16.5.2** No products shall be delivered in aerosol cans.

**H.16.5.3** 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.16.6 Product Safety**

- H.16.6.1** 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 cleanup cost for any spills or leaks that occur while they are using or transporting their products.

**H.17 ENVIRONMENTALLY PREFERABLE PAINT PRODUCTS**

**H.17.1 Environmentally Preferable Products Goals**

**H.17.1.1** 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.17.1.2** 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.17.2 Paint Environmental Requirements**

**H.17.2.1** 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.17.2.2** 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:

<b>Product Type</b>	<b>Type of Paint</b>	<b>VOCs (grams/liter)</b>	<b>VOCs(pounds/gallon)</b>
<b>Category I</b>	<b>Interior</b>		
	Architectural		
	a. Flat	50 g/l	0.42 lb/gal

	b. Non-Flat	150 g/l	1.25 lb/gal
<b>Category II</b>	<b>Exterior</b>		
	Architectural		
	a. Flat	100 g/l	0.83 lb/gal
	b. Non-Flat	200 g/l	1.66 lb/gal
<b>Category III</b>	<b>Anticorrosive</b>		
	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.17.3 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.17.4 Packaging

Paint cans and their components shall not be fabricated with lead.

### H.17.5 Product Safety

#### H.17.5.1 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 cleanup cost for any spills or leaks that occur while they are unloading, transporting or otherwise using their products.

**H.18           SUSPENSION OF WORK**

- H.18.1**       In the event services are not provided or required by the District because the buildings is closed due to unanticipated circumstances, deductions to the Contractor price normally payable to Contractor will be computed as follows.
- H.18.2**       The deduction rate in dollars per day will be equal to the per month contract price for the building, divided by twenty-one (21) days per month. (This will be adjusted as appropriate if some portion of the Contractor's requirements apply to weekends or holidays).
- H.18.3**       The deduction rate in dollars per day multiplied by the number of days services were not provided or required will equal the total dollar deduction to be made.
- H.18.4**       Deductions will not be made to the extent that the Contractor can demonstrate that payment to employees is required by an incorporated wage determination or union agreement.
- H.18.5**       In the event services are provided for portion of days, appropriate adjustments will be made by the COTR to assure the Contractor is compensated for services provided.

**H.19           CONTRACT COMPLETION OR TERMINATION**

- H.19.1**       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.

## **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 of Columbia Government Supplies and Services Contracts dated July, 2010 (“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](http://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**

b. Use, duplication, or disclosure is subject to restrictions stated in Contract No. \_\_\_\_\_ With \_\_\_\_\_ (Contractor's Name); and

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**

**I.8.1** 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.

**I.8.1.1** 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.

**I.8.1.2** 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.

- I.8.1.3** 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.
- I.8.1.4** 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.
- I.8.1.5** Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$2,000,000 per occurrence, including the District of Columbia as additional insured.
- I.8.2** 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.
- I.8.3** 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.**
- I.8.4** 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.
- I.8.5** 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.
- I.8.6** 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.

**I.8.7** 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:

Kimberly Gray, Supervisor of Goods and Services  
D.C. Department of General Services  
Contracting and Procurement Division  
2000 14<sup>th</sup> Street, NW, 8<sup>th</sup> Floor  
Washington, DC 20009  
kim.gray@dc.gov

**I.8.8** 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.3. An award cannot be made to any Contractor who has not satisfied the equal employment requirements.

**I.10** **ORDER OF PRECEDENCE**

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

**ORDER OF PRECEDENCE**

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

- a. An applicable Court Order, if any
- b. Contract document
- c. Standard Contract Provisions
- d. Contract attachments other than the Standard Contract Provisions
- e. RFP, as amended
- f. Offeror's BAFOs (in order of most recent to earliest)
- g. Offeror's Proposal

**I.11****CONTRACTS IN EXCESS OF ONE MILLION DOLLARS**

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

**I.12 GOVERNING LAW**

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

**I.13 CONTINUITY OF SERVICES**

**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 DISCRIMINATION CLAUSES**

**I.14.1 Anti-Discrimination Clause:  
The Contractor:**

**I.14.1.1** 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.14.1.2** Shall include a similar clause in every subcontract, except subcontracts for standard commercial supplies or raw materials;

**I.14.1.3** 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.14.2 Non-Discrimination Clause:**

**I.14.2.1** 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.14.2.2** 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.14.2.2.1** 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.14.2.2.2** 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.14.2.2.3** 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.14.2.2.4** 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.14.2.2.2.
- I.14.2.2.5** 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.14.2.2.6** 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.14.2.2.7** 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.14.2.2.8** The Contractor shall include in every subcontract the equal opportunity clauses, subsections I.14.2.2.1 through I.14.2.2.9 of this section, so that such provisions shall be binding upon each subcontractor or vendor.

**I.14.2.2.9**

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.

**SECTION J**  
**LIST OF ATTACHMENTS**

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

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
J.2	U.S. Department of Labor Wage Determination (Wage Determination No. 2005-2103, Revision No. 16 dated July 8, 2015)
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
J.4	Department of Employment Services First Source Employment Agreement available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
J.5	Way to Work Amendment Act of 2010 - Living Wage Notice available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
J.6	" Applicable Documents"
J.7	Tax Certification Affidavit
J.8	Cost/Price Certification and Data Package available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
J.9	Building Information for the Unified Communications Center and Public Safety Communications Center
J.10	Major Equipment List
J.11	Subcontracting Plan Available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
J.12	Past Performance Evaluation Available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"

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

Please see [www.ocp.dc.gov](http://www.ocp.dc.gov) , click on “Solicitation Attachments” and click on “Bidder/Offeror Certification”.

**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 **one 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 If Applicable any Offeror receiving a contract under this solicitation shall be certified at the time of award and shall remain certified throughout the term of the contract.**

**L.1.3 INITIAL OFFERS**

The District may award a contract on the basis of initial offers 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 six (6) 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-16-NC-0020 **“Consolidated Maintenance Services for the Unified Communications Center and the Public Safety Communications Center”**". 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 the information requested in L.2 in a clear, concise, factual and logical manner providing a comprehensive description of the required services and delivery thereof. The information requested below for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in Section C.

## **L.2.1**

### **GENERAL PROPOSAL REQUIREMENTS**

- a. Transmittal Letter - The Offeror's Technical and Price Proposals shall contain a Transmittal Letter to include at a minimum the following:
  1. The Offeror's full legal name, address, and phone number
  2. Identification of the Offeror's authorized representative, the representative's title, phone number and e-mail address
  3. Identification of the Offeror's Contact Person for the proposal, if different from the representative; the Contact person's address, phone number, and e-mail address
  4. Description of the Offeror's organization
  5. A statement affirming the Offeror's acceptance of the contract provisions as described in Sections A – K including the Standard Contract Provisions of the solicitation; and
  6. Signature of an authorized representative of the Offeror's organization.
- b. Table of Contents - The Offeror's Technical and Price Proposals shall include a Table of Contents providing the page numbers and location for each section and subsection of the Offeror's proposal as described in Section L.2.2.
- c. The original Technical and Price proposals shall be single-sided; copies may be double-sided

## **L.2.2**

### **TECHNICAL PROPOSAL**

#### **L.2.2.1**

#### **Relative Experience and Past Performance of the Firm**

- a. Identify buildings of similar size, type and complexity for which your company has performed similar facility operations work as the Prime Contractor. List buildings within the last five (5) years of similar size, type, complexity and contract scope consistent with the description(s) of the facilities included in the RFP. The Offeror shall provide the following information for each similar facility:
  1. Name, location and owner of facility
  2. Clearly describe the features of the building and components of the work that are similar in complexity and scope to the requirements described in C.3. Description of the work performed by the Offeror; including comparisons to the work of this solicitation and constraints on performance of the work
  3. Contract amount and time period (start and finish dates)
  4. Gross square footage (GSF) area for each facility
  5. Name, title, address, email address and telephone number of a verifiable representative of the Owner. The Offeror will be responsible to provide valid and accurate contact information for reference checks.

6. Describe the types of problems encountered and how you dealt with them.
7. Indicate the percentage and type of contract work performed by subcontractors, if utilized.

#### **L.2.2.2 Relevant Experience of Key Personnel**

The key personnel identified below will be evaluated on their specific experience and past performance on projects of similar size, type and complexity to the scope of work in this contract. This evaluation factor considers the education, experience, knowledge, past performance, necessary skills and expertise of the key personnel, as stipulated in Section C.3.19.1.3.

- a. A commitment letter shall be included with the proposal on company letter head committing each key personnel.
- b. Offerors shall provide three (3) client references for each key personnel below to assess the skills and qualifications of each (See Below). Offerors shall provide the following information for each client reference:
  1. Name, location and owner of facility
  2. Job title and description
  3. Contract amount and time period (start and finish dates)
  4. Gross square footage (GSF) area for each facility
  5. Name, title, address, email address and telephone number of a verifiable representative of the client. The Offeror shall be responsible for ensuring contact information is accurate information for reference checks.

**Property Operations Manager:** shall have a minimum of five (5) years of recent (within the past ten {10} years) experience in directing personnel who are responsible for operating and servicing of a building of relevant size, type, complexity, and scope within this contract. The Property Operations Manager must be able to demonstrate that he/she has the capacity to provide positive customer relations and skills.

**On-Site Chief Engineer:** shall possess a valid Stationary Engineers license issued by the District of Columbia as specified in the respective Building Information attachment. In addition, the Chief Engineer shall possess at least five (5) years of recent (within the past ten {10} years) experience in directing personnel who are responsible for operating and servicing of a building of relevant size, type, complexity and scope within this contract,

including documentation that the Chief Engineer has a minimum of three (3) years operating experience with a DDC system.

**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, type, complexity and scope within this contract.

### **L.2.2.3 Building Management and Operation**

The Offeror shall submit a Building Management Plan which defines their management approach for operating the facility, including resource allocations, communications and methodology to support the critical mission of the facility. The Building Management Plan shall address the following at a minimum:

- a. **Building Operating Plan (BOP):** as described in Section C.3.8.1.5 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 LEED requirements
- b. **Offeror's Organizational Chart:** submit an organizational chart that describes the staffing plan over a 24 hrs period. Include the key personnel on the organization chart along with other proposed staff.
- c. **Quality Control Plan (QCP):** to address all aspects of ensuring and sustaining a quality control plan per the requirements of the contract.
- d. **Safety Plan:** Present a draft safety plan that discusses safety procedures to operate the facility and being aware of the building operation.
- e. **Utilization of Technology:** Describe your company's experience implementing and using computerized and automated systems and how it benefited your customers. Specifically address experience with the CMMS systems proposed for the Facility.
- f. **Transition/Mobilization Plans:** Describe your approach to participating in the transition phase/mobilization including staffing and organizational structure during the phase in/mobilization and phase-out transitions period.
- g. **Energy Management Experience:** Describe your company's experience with energy and resource management and how it benefited your customers and describe your plan for the facility under this contract.

**L.2.3 PRICE**

The offeror shall provide a fixed monthly price for each of the Basic Services and a fixed hourly rate for each labor category listed in B.2 for the Base Year and each Option Year.

**L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS**

**L.3.1 Proposal Submission**

**Proposals must be submitted no later than 2:00 p.m. local time on October 6, 2015.** 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:

- (a) 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;
- (b) The proposal or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- (c) 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 and time 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 Modifications**

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

**L.3.5 Late Proposals**

A late proposal, late modification or late request for withdrawal of a proposal that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful proposals resulting from this solicitation.

**L.4 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective offeror has any questions relating 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 **3:00 PM on September 28, 2015**. The District will not consider any questions received after 3:00 PM September 28, 2015. The District will furnish responses promptly to all prospective offerors. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials 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 CO, specified in Section G.7, 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 pricing for the option year(s).

## **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 ten (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 4<sup>th</sup> Street, N.W., Suite 350N, Washington, D.C. 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 §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 §2-534(a)(1).

**L.14 RESERVED**

**L.15 ACKNOWLEDGMENT OF AMENDMENTS**

The offeror 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, telegram or e-mail from an authorized negotiator. The District must receive the acknowledgment by the date and time specified for receipt of proposals. An offeror's failure to acknowledge an amendment may result in rejection of its 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 provisions of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the CO 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 CO 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, 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 GENERAL STANDARDS OF RESPONSIBILITY**

The prospective contractor must demonstrate to the satisfaction of the District its 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 CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.

**L.20 PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held on **September 24, 2015 at 10:00 AM (EST) at 2720 Martin Luther King Avenue S.E. Room B-208 Washington, DC 20032**. 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.

#### **L.20.1 SITE VISIT**

A site visit will be held immediately following the Pre-proposal Conference on **September 24, 2015 at 10:00 AM (EST) at 2720 Martin Luther King Avenue S.E. Room B-208 Washington, DC 20032**. The purpose for the site visit is for the contractor to familiarize themselves with the subject facility and 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 attendance roster at the site visit 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 site visit are only intended for general discussion and do not represent the Department's final position.

#### **L.20.2 QUESTIONS AND ANSWERS**

All oral questions must be submitted in writing no later **September 28, 2015** in order to generate an official answer. Official answers will be posted on the DGS website at [www.dgs.dc.gov](http://www.dgs.dc.gov).

**SECTION M  
EVALUATION FACTORS**

**M.1 EVALUATION FOR AWARD**

The contract will be awarded to the responsible offeror(s) whose offer is most advantageous to the District, based upon the evaluation criteria specified below except that the same contractor cannot receive more than one award.

**M.2 EVALUATION CRITERIA**

**M.2.1 Technical Proposals**

Technical Proposals will be evaluated based on the following evaluation factors in the manner described below:

**M.2.1.1 Relative Experience and Past Performance of the Firm – 25 Points**

DGS desires to engage a Contractor with the experience necessary to perform the requirements as described in Section C of this RFP and Attachments J.9, J.10, J.11, of this solicitation. Offerors will be evaluated on the basis of the information provided in response to L.2.2.1.

**This element of the evaluation is worth up to twenty-five (25) points.**

**M.2.1.2 Relative Experience of Key Personnel – 15 POINTS**

Offerors will be evaluated on the basis of the information provided in response to L.2.2.2.

**This element of the evaluation is worth up to fifteen (15) points.**

**M.2.1.3 Building Management and Operation – 30 POINTS**

Offerors will be evaluated on the basis of the information provided in response to L.2.2.3.

**This element of the evaluation is worth up to thirty (30) points.**

**M.2.2 Price – 30 POINTS**

In general, the Department will consider a proposal non-responsive if the Offeror's price is greater than 150% of the median price submitted by other Offeror's. The Department reserves the right to deem a proposal non-responsive if Offeror's price is greater than 150% of the independent government estimate.

**This element of the evaluation is worth up to thirty (30) points.**

**M.2.3 Preference Points -12**

Preferences points awarded as stated in Section M.4.

**M.2.4 Total Points - 112**

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

**M.3 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.4 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES**

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005", as amended, D.C. Official Code § 2-218.01 et seq. (the Act), the District shall apply preferences in evaluating proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, local manufacturing, or local with a principal office located in an enterprise zone of the District of Columbia.

**M.4.1 Application of Preferences**

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

**M.4.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).

**M.4.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.

**M.4.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.

- M.4.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.
- M.4.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.
- M.4.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.
- M.4.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the VOB in response to this RFP.
- M.4.1.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

**M.4.2 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 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.4.3 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.4.4** 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, D.C. 20001

**M.4.4.1** All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

**M.5 Evaluation of Prompt Payment Discount**

**M.5.1** Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the Offeror.

**M.5.2** In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.