Solicitation/Offer/Award/Contract	1. Caption: Property Management Services at John A. Wilson Building	Page of Pages: 1 of 229

2. Contract Number	3. Effective Date	4. Requisition/Purchase Request/Project No.
DCAM-23-NC-RFP-0007	See Block 18	

5. Issued By: Domonique Banks, CO — **Code**

Department of General Services
Contracts and Procurement Division
2000 14th Street NW, 4th Floor | Washington, DC 20009

6. Administered by (If other than line 5)

Department of General Services
Facilities Management Division
2000 14th Street NW, 8th Floor | Washington, DC 20009
Jean-Francis Varre | jean-francis.varre@dc.gov

8. Name and Address of Contractor (No. street, city, county, state and Zip Code)

Code | **Facility**

8. Delivery
☐ **FOB Origin** **Other (See Schedule Section F)**

9. Discount for prompt payment Net thirty (30) Days

10. Submit invoices to the Address shown in item 6 (2 copies unless otherwise specified) ☞ Item 6

11. Ship to/Mark For — **Code**

12. Payment will be made by — **Code**

13. Acknowledgement of Amendments
The Offeror acknowledges receipt of amendments to the Solicitation
X_____
Signature

14. Accounting and Appropriation Data
ENCUMBRANCE CODE:

15A. Item	15B. Supplies/Services	15C. Ext Qty.	15D. Unit	15E.	15F.
	TOTAL AMOUNT OF CONTRACT ☞				*TO BE DETERMINED*

16. Table of Contents

(X)	Section	Description	Page	(X)	Section	Description	Page
PART I – THE SCHEDULE				**PART II – CONTRACT CLAUSES**			
X	A	Solicitation/Contract Cover Page	1		I	Contract Clauses	197-209
X	B	Contract Type, Supplies or Services and Price/Cost	2-16	**PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**			
X	C	Specifications/Work Statement	17-163		J	List of Exhibits	210
X	D	Packaging and Marking	164	**PART IV – REPRESENTATIONS AND INSTRUCTIONS**			
X	E	Inspection and Acceptance	165		K	Representations, Certifications and Other Statements of Offerors	211-213
X	F	Period of Performance and or Deliveries	166-173				
X	G	Contract Administration	174-180		L	Instructions, Conditions & Notices to Offerors	214-222
X	H	Special Contract Requirements	181-196		M	Evaluation Factors	223-229

REQUEST FOR PROPOSALS (RFP) PROCUREMENT SCHEDULE

ISSUE DATE	JANUARY 12, 2023
PRE-PROPOSAL CONFERENCE	JANUARY 18, 2023 AT 11:00 A.M. EST WEBEX WEBINAR
SITE-VISITS	JANUARY 19, 2023 AT 1:00 P.M.
QUESTIONS	JANUARY 26, 2023
PROPOSAL CLOSING DATE	FEBRUARY 23, 2023 AT 10:00 A.M. ELECTRONIC SUBMISSION

Contracting Officer will complete Item 17 or 18 as applicable

17. ☒ **CONTRACTOR'S NEGOTIATED AGREEMENT** (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items, perform all the services set forth or otherwise identified above and on any continuation sheets, for the consideration stated herein. The rights and obligations of the parties to this Contract shall be subject to and governed by the following documents: (a) this award/Contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. ☐ **AWARD** (Contractor is not required to sign this document.) Your offer on Solicitation Number **DCAM-23-NC-RFP-0007** including the additions or changes made by which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the Contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/Contract. No further Contractual document is necessary.

19A. Name and Title of Signer (Type or print)	20A. Name of Contracting Officer	
19B. Name of Contractor (Signature of person authorized to sign)	**19C. Date Signed**	**20B. District of Columbia** (Signature of Contracting Officer) / **20C. Date Signed**

Government of the District of Columbia

SECTION B
CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

B.1 The Government of the District of Columbia, acting by and through its Department of General Services (the "District", "Department" or "DGS") is issuing this Request for Proposal ("RFP") to award one (1) qualified Contractor (the "Contractor") to provide Comprehensive Property Management Services including facility Operations, Maintenance and Repair Services ("OM&R") at the John A. Wilson Building located at 1350 Pennsylvania Ave NW, Washington, DC 20004 (the "Facility").

B.1.1 The awarded Contractor shall provide all management, tools, supplies, equipment, storage, vehicles, and labor necessary to perform the required services for a base period and up to four (4) additional 1-year option periods.

B.1.2 The Department intends to award one (1) contract; offerors shall submit proposals on all Contract Line-Item Numbers ("CLINs"), including CLINs identified for the base period and each of the four option year periods for the Facility. Offeror's failure to complete the price schedule for all CLINs (as prescribed herein) covering all option periods shall be sufficient to render a proposal non-responsive and subject to exclusion from further evaluation in consideration of award. For the complete submission and evaluation requirements please refer to **Section L** and **Section M** of this RFP.

B.2 The District contemplates award of one (1) *Fixed Price Contract* with a *Time-and-Materials* component for repair and replacement services, in accordance with Chapter 47 of Title 27 DCMR §§4712, 4713, and 4716.

B.2.1 The awarded Contract shall contain the following types of price/cost components:

a) Firm-fixed, fully loaded price for monthly services; and
b) Repair and replacement services component based on hourly labor rates, of which the Contractor will receive compensation on a time and materials basis.

B.2.2 **Firm-Fixed, Fully Loaded Price for Monthly Services.** The firm-fixed, fully loaded monthly rates shall be the awarded Contractor's sole method of compensation and as such, shall be sufficient to cover all of the costs necessary to provide services including, but not limited to: labor, supplies, material, repair parts, tools, vehicles, transportation, travel to and from work sites, per diem, subcontractor costs, home office overhead, and profit, as well as all applicable year-over-year service cost increases due to market variables and any increase to labor category hourly rates issued by the U.S. Department of Labor, and/or the D.C. Living Wage and, all else necessary to perform all work related to providing the District with safe and proper provision of required Property Management Services as described herein.

B.2.3 **Supplemental Repair and Replacement Services.** The awarded Contractor will be paid for costs incurred in performing supplemental repair and replacement ("Time and Material") services as defined in **Section C.5.20** on a time and material basis and as authorized in writing by the Department's Contracting Officer ("CO"). For the avoidance of doubt, the Contractor is responsible for all cost up-to the established deductible threshold

of $1,500.00. The Department will be responsible for any cost above the $1,500.00 deductible if the Contracting Officer's Technical Representative ("COTR") deems the work to be a supplemental service.

B.3 PRICE-COST SCHEDULE

B.3.1 Base Period

B.3.1.1 Basic Services

CLIN	DESCRIPTION	UNIT	COST	QTY	EXTENDED COST
0001	BASIC SERVICES				
0001AA	Operations, Maintenance, Repair and Improvement Services (C.5.2)	MTLY		12	$ -
0001AB	Service Call Operations and Tenant Environment (C.5.3)	MTLY		12	$ -
0001AC	Electrical Services (C.5.4)	MTLY		12	$ -
0001AD	Mechanical Services (C.5.5)	MTLY		12	$ -
0001AE	Plumbing Services (C.5.6)	MTLY		12	$ -
0001AF	Elevator and Lifts and Escalators Services (C.5.7)	MTLY		12	$ -
0001AG	Energy Management Control Systems Services (C.5.8)	MTLY		12	$ -
0001AH	Fire Protection Systems (C.5.9)	MTLY		12	$ -
0001AI	Architectural and Structural Services (C.5.10)	MTLY		12	$ -
0001AJ	Snow and Ice Removal Services (C.5.11)	MTLY		12	$ -
0001AK	Custodial and Janitorial Services (C.5.12)	MTLY		12	$ -
0001AL	Waste Management and Recycling Services (C.5.12)	MTLY		12	$ -
0001AM	Landscaping Services (C.5.13)	MTLY		12	$ -
0001AN	Pest Control Services (C.5.14)	MTLY		12	$ -
0001AO	Locksmith Services (C.5.15)	MTLY		12	$ -
0001AP	Special Services (C.5.16)	MTLY		12	$ -
0001AQ	Specialized Services (C.5.17) - *RESERVED*				
	TOTAL BASIC SERVICES				**$ -**

B.3.1.2 Repair & Replacement Services

CLIN	DESCRIPTION	UNIT	COST	QTY	EXTENDED COST
0002	REIMBURSABLE SERVICES (C.5.20)				

0003	Electrician	HRLY		1	$ -
0004	Electrician - Overtime	HRLY		1	$ -
0005	Electrician - Emergency Callback	HRLY		1	$ -
0006	Emergency Generator Technician	HRLY		1	$ -
0007	Emergency Generator Technician - Overtime	HRLY		1	$ -
0008	Emergency Generator Tech.- Emergency Callback	HRLY		1	$ -
0009	HVAC Technician	HRLY		1	$ -
0010	HVAC Technician - Overtime	HRLY		1	$ -
0011	HVAC Technician - Emergency Callback	HRLY		1	$ -
0012	Oil & Gas Systems Technician	HRLY		1	$ -
0013	Oil and Gas Systems Technician - Overtime	HRLY		1	$ -
0014	Oil and Gas Systems Tech. - Emergency Callback	HRLY		1	$ -
0015	Fire Alarm Maintenance	HRLY		1	$ -
0016	Fire Alarm Maintenance - Overtime	HRLY		1	$ -
0017	Fire Alarm Maintenance - Emergency Callback	HRLY		1	$ -
0018	Plumber	HRLY		1	$ -
0019	Plumber - Overtime	HRLY		1	$ -
0020	Plumber - Emergency Callback	HRLY		1	$ -
0021	Elevator Technician	HRLY		1	$ -
0022	Elevator Technician - Overtime	HRLY		1	$ -
0023	Elevator Technician - Emergency Callback	HRLY		1	$ -
0024	Building Automation System Technician	HRLY		1	$ -
0025	Building Automation System Technician - Overtime	HRLY		1	$ -
0026	Building Automation System Technician - Emergency Callback	HRLY		1	$ -
0027	**Excess of 6" Snow Removal**				
0027AA	Truck with Plow and Driver	HRLY		1	$ -
0027AB	Snow Blower and Operator	HRLY		1	$ -
0027AC	Bobcat and Driver	HRLY		1	$ -
0027AD	Tractor and Driver	HRLY		1	$ -
0027AE	Laborer	HRLY		1	$ -
0027AF	Standby	HRLY		1	$ -
0028	**Excess of 6" - Snow Removal - Overtime**				
0028AA	Truck with Plow and Driver	HRLY		1	$ -
0028AB	Snow Blower and Operator	HRLY		1	$ -
0028AC	Bobcat and Driver	HRLY		1	$ -
0028AD	Tractor and Driver	HRLY		1	$ -
0028AE	Laborer	HRLY		1	$ -
0028AF	Standby	HRLY		1	$ -
0029	General Maintenance Technician	HRLY		1	$ -

0030	General Maintenance Technician - Overtime	HRLY		1	$ -
0031	General Maintenance Technician - Emergency Call Back	HRLY		1	$ -
0032	Administrative Staff	HRLY		1	$ -
0033	Administrative Staff - Overtime	HRLY		1	$ -
0034	Administrative Staff - Emergency Callback	HRLY		1	$ -
0035	Landscape Maintenance	HRLY		1	$ -
0036	Landscape Maintenance - Overtime	HRLY		1	$ -
0037	Landscape Maintenance - Emergency Callback	HRLY		1	$ -
0038	Custodial Maintenance	HRLY		1	$ -
0039	Custodial Maintenance - Overtime	HRLY		1	$ -
0040	Custodial Maintenance -Emergency Callback	HRLY		1	$ -
0041	Pest Control Maintenance	HRLY		1	$ -
0042	Pest Control Maintenance - Overtime	HRLY		1	$ -
0043	Pest Control Maintenance - Emergency Callback	HRLY		1	$ -

B.3.2 Option Year 1

B.3.2.1 Basic Services

CLIN	DESCRIPTION	UNIT	COST	QTY	EXTENDED COST
1001	BASIC SERVICES				
1001AA	Operations, Maintenance, Repair and Improvement Services (C.5.2)	MTLY		12	$ -
1001AB	Service Call Operations and Tenant Environment (C.5.3)	MTLY		12	$ -
1001AC	Electrical Services (C.5.4)	MTLY		12	$ -
1001AD	Mechanical Services (C.5.5)	MTLY		12	$ -
1001AE	Plumbing Services (C.5.6)	MTLY		12	$ -
1001AF	Elevator and Lifts and Escalators Services (C.5.7)	MTLY		12	$ -
1001AG	Energy Management Control Systems Services (C.5.8)	MTLY		12	$ -
1001AH	Fire Protection Systems (C.5.9)	MTLY		12	$ -
1001AI	Architectural and Structural Services (C.5.10)	MTLY		12	$ -
1001AJ	Snow and Ice Removal Services (C.5.11)	MTLY		12	$ -
1001AK	Custodial and Janitorial Services (C.5.12)	MTLY		12	$ -
1001AL	Waste Management and Recycling Services (C.5.12)	MTLY		12	$ -

1001AM	Landscaping Services (C.5.13)	MTLY		12	$ -
1001AN	Pest Control Services (C.5.14)	MTLY		12	$ -
1001AO	Locksmith Services (C.5.15)	MTLY		12	$ -
1001AP	Special Services (C.5.16)	MTLY		12	$ -
1001AQ	Specialized Services (C.5.17) - *RESERVED*				
	TOTAL BASIC SERVICES				**$ -**

B.3.2.2 Repair & Replacement Services

CLIN	DESCRIPTION	UNIT	COST	QTY	EXTENDED COST
1002	**REIMBURSABLE SERVICES (C.5.20)**				
1003	Electrician	HRLY		1	$ -
1004	Electrician - Overtime	HRLY		1	$ -
1005	Electrician - Emergency Callback	HRLY		1	$ -
1006	Emergency Generator Technician	HRLY		1	$ -
1007	Emergency Generator Technician - Overtime	HRLY		1	$ -
1008	Emergency Generator Tech.- Emergency Callback	HRLY		1	$ -
1009	HVAC Technician	HRLY		1	$ -
1010	HVAC Technician - Overtime	HRLY		1	$ -
1011	HVAC Technician - Emergency Callback	HRLY		1	$ -
1012	Oil & Gas Systems Technician	HRLY		1	$ -
1013	Oil and Gas Systems Technician - Overtime	HRLY		1	$ -
1014	Oil and Gas Systems Tech. - Emergency Callback	HRLY		1	$ -
1015	Fire Alarm Maintenance	HRLY		1	$ -
1016	Fire Alarm Maintenance - Overtime	HRLY		1	$ -
1017	Fire Alarm Maintenance - Emergency Callback	HRLY		1	$ -
1018	Plumber	HRLY		1	$ -
1019	Plumber - Overtime	HRLY		1	$ -
1020	Plumber - Emergency Callback	HRLY		1	$ -
1021	Elevator Technician	HRLY		1	$ -
1022	Elevator Technician - Overtime	HRLY		1	$ -
1023	Elevator Technician - Emergency Callback	HRLY		1	$ -
1024	Building Automation System Technician	HRLY		1	$ -
1025	Building Automation System Technician - Overtime	HRLY		1	$ -
1026	Building Automation System Technician - Emergency Callback	HRLY		1	$ -
1027	**Excess of 6" Snow Removal**				
1027AA	Truck with Plow and Driver	HRLY		1	$ -
1027AB	Snow Blower and Operator	HRLY		1	$ -
1027AC	Bobcat and Driver	HRLY		1	$ -

1027AD	Tractor and Driver	HRLY		1	$	-
1027AE	Laborer	HRLY		1	$	-
1027AF	Standby	HRLY		1	$	-
1028	**Excess of 6" - Snow Removal - Overtime**					
1028AA	Truck with Plow and Driver	HRLY		1	$	-
1028AB	Snow Blower and Operator	HRLY		1	$	-
1028AC	Bobcat and Driver	HRLY		1	$	-
1028AD	Tractor and Driver	HRLY		1	$	-
1028AE	Laborer	HRLY		1	$	-
1028AF	Standby	HRLY		1	$	-
1029	General Maintenance Technician	HRLY		1	$	-
1030	General Maintenance Technician - Overtime	HRLY		1	$	-
1031	General Maintenance Technician - Emergency Call Back	HRLY		1	$	-
1032	Administrative Staff	HRLY		1	$	-
1033	Administrative Staff - Overtime	HRLY		1	$	-
1034	Administrative Staff - Emergency Callback	HRLY		1	$	-
1035	Landscape Maintenance	HRLY		1	$	-
1036	Landscape Maintenance - Overtime	HRLY		1	$	-
1037	Landscape Maintenance - Emergency Callback	HRLY		1	$	-
1038	Custodial Maintenance	HRLY		1	$	-
1039	Custodial Maintenance - Overtime	HRLY		1	$	-
1040	Custodial Maintenance -Emergency Callback	HRLY		1	$	-
1041	Pest Control Maintenance	HRLY		1	$	-
1042	Pest Control Maintenance - Overtime	HRLY		1	$	-
1043	Pest Control Maintenance - Emergency Callback	HRLY		1	$	-

B.3.3 Option Year 2

B.3.3.1 Basic Services

CLIN	DESCRIPTION	UNIT	COST	QTY		EXTENDED COST
2001	BASIC SERVICES					
2001AA	Operations, Maintenance, Repair and Improvement Services (C.5.2)	MTLY		12	$	-
2001AB	Service Call Operations and Tenant Environment (C.5.3)	MTLY		12	$	-
2001AC	Electrical Services (C.5.4)	MTLY		12	$	-
2001AD	Mechanical Services (C.5.5)	MTLY		12	$	-
2001AE	Plumbing Services (C.5.6)	MTLY		12	$	-
2001AF	Elevator and Lifts and Escalators Services (C.5.7)	MTLY		12	$	-

2001AG	Energy Management Control Systems Services (C.5.8)	MTLY		12	$	-
2001AH	Fire Protection Systems (C.5.9)	MTLY		12	$	-
2001AI	Architectural and Structural Services (C.5.10)	MTLY		12	$	-
2001AJ	Snow and Ice Removal Services (C.5.11)	MTLY		12	$	-
2001AK	Custodial and Janitorial Services (C.5.12)	MTLY		12	$	-
2001AL	Waste Management and Recycling Services (C.5.12)	MTLY		12	$	-
2001AM	Landscaping Services (C.5.13)	MTLY		12	$	-
2001AN	Pest Control Services (C.5.14)	MTLY		12	$	-
2001AO	Locksmith Services (C.5.15)	MTLY		12	$	-
2001AP	Special Services (C.5.16)	MTLY		12	$	-
2001AQ	Specialized Services (C.5.17) - *RESERVED*					
	TOTAL BASIC SERVICES				**$**	**-**

B.3.3.2 Repair & Replacement Services

CLIN	DESCRIPTION	UNIT	COST	QTY		EXTENDED COST
2002	**REIMBURSABLE SERVICES (C.5.20)**					
2003	Electrician	HRLY		1	$	-
2004	Electrician - Overtime	HRLY		1	$	-
2005	Electrician - Emergency Callback	HRLY		1	$	-
2006	Emergency Generator Technician	HRLY		1	$	-
2007	Emergency Generator Technician - Overtime	HRLY		1	$	-
2008	Emergency Generator Tech.- Emergency Callback	HRLY		1	$	-
2009	HVAC Technician	HRLY		1	$	-
2010	HVAC Technician - Overtime	HRLY		1	$	-
2011	HVAC Technician - Emergency Callback	HRLY		1	$	-
2012	Oil & Gas Systems Technician	HRLY		1	$	-
2013	Oil and Gas Systems Technician - Overtime	HRLY		1	$	-
2014	Oil and Gas Systems Tech. - Emergency Callback	HRLY		1	$	-
2015	Fire Alarm Maintenance	HRLY		1	$	-
2016	Fire Alarm Maintenance - Overtime	HRLY		1	$	-
2017	Fire Alarm Maintenance - Emergency Callback	HRLY		1	$	-
2018	Plumber	HRLY		1	$	-
2019	Plumber - Overtime	HRLY		1	$	-
2020	Plumber - Emergency Callback	HRLY		1	$	-
2021	Elevator Technician	HRLY		1	$	-
2022	Elevator Technician - Overtime	HRLY		1	$	-

2023	Elevator Technician - Emergency Callback	HRLY		1	$ -
2024	Building Automation System Technician	HRLY		1	$ -
2025	Building Automation System Technician - Overtime	HRLY		1	$ -
2026	Building Automation System Technician - Emergency Callback	HRLY		1	$ -
2027	**Excess of 6" Snow Removal**				
2027AA	Truck with Plow and Driver	HRLY		1	$ -
2027AB	Snow Blower and Operator	HRLY		1	$ -
2027AC	Bobcat and Driver	HRLY		1	$ -
2027AD	Tractor and Driver	HRLY		1	$ -
2027AE	Laborer	HRLY		1	$ -
2027AF	Standby	HRLY		1	$ -
2028	**Excess of 6" - Snow Removal - Overtime**				
2028AA	Truck with Plow and Driver	HRLY		1	$ -
2028AB	Snow Blower and Operator	HRLY		1	$ -
2028AC	Bobcat and Driver	HRLY		1	$ -
2028AD	Tractor and Driver	HRLY		1	$ -
2028AE	Laborer	HRLY		1	$ -
2028AF	Standby	HRLY		1	$ -
2029	General Maintenance Technician	HRLY		1	$ -
2030	General Maintenance Technician - Overtime	HRLY		1	$ -
2031	General Maintenance Technician - Emergency Call Back	HRLY		1	$ -
2032	Administrative Staff	HRLY		1	$ -
2033	Administrative Staff - Overtime	HRLY		1	$ -
2034	Administrative Staff - Emergency Callback	HRLY		1	$ -
2035	Landscape Maintenance	HRLY		1	$ -
2036	Landscape Maintenance - Overtime	HRLY		1	$ -
2037	Landscape Maintenance - Emergency Callback	HRLY		1	$ -
2038	Custodial Maintenance	HRLY		1	$ -
2039	Custodial Maintenance - Overtime	HRLY		1	$ -
2040	Custodial Maintenance -Emergency Callback	HRLY		1	$ -
2041	Pest Control Maintenance	HRLY		1	$ -
2042	Pest Control Maintenance - Overtime	HRLY		1	$ -
2043	Pest Control Maintenance - Emergency Callback	HRLY		1	$ -

B.3.4 Option Year 3

B.3.4.1 Basic Services

CLIN	DESCRIPTION	UNIT	COST	QTY	EXTENDED COST
3001	BASIC SERVICES				

3001AA	Operations, Maintenance, Repair and Improvement Services (C.5.2)	MTLY		12	$	-
3001AB	Service Call Operations and Tenant Environment (C.5.3)	MTLY		12	$	-
3001AC	Electrical Services (C.5.4)	MTLY		12	$	-
3001AD	Mechanical Services (C.5.5)	MTLY		12	$	-
3001AE	Plumbing Services (C.5.6)	MTLY		12	$	-
3001AF	Elevator and Lifts and Escalators Services (C.5.7)	MTLY		12	$	-
3001AG	Energy Management Control Systems Services (C.5.8)	MTLY		12	$	-
3001AH	Fire Protection Systems (C.5.9)	MTLY		12	$	-
3001AI	Architectural and Structural Services (C.5.10)	MTLY		12	$	-
3001AJ	Snow and Ice Removal Services (C.5.11)	MTLY		12	$	-
3001AK	Custodial and Janitorial Services (C.5.12)	MTLY		12	$	-
3001AL	Waste Management and Recycling Services (C.5.12)	MTLY		12	$	-
3001AM	Landscaping Services (C.5.13)	MTLY		12	$	-
3001AN	Pest Control Services (C.5.14)	MTLY		12	$	-
3001AO	Locksmith Services (C.5.15)	MTLY		12	$	-
3001AP	Special Services (C.5.16)	MTLY		12	$	-
3001AQ	Specialized Services (C.5.17) - *RESERVED*					
	TOTAL BASIC SERVICES				**$**	**-**

B.3.4.2 Repair & Replacement Services

CLIN	DESCRIPTION	UNIT	COST	QTY		EXTENDED COST
3002	**REIMBURSABLE SERVICES (C.5.20)**					
3003	Electrician	HRLY		1	$	-
3004	Electrician - Overtime	HRLY		1	$	-
3005	Electrician - Emergency Callback	HRLY		1	$	-
3006	Emergency Generator Technician	HRLY		1	$	-
3007	Emergency Generator Technician - Overtime	HRLY		1	$	-
3008	Emergency Generator Tech.- Emergency Callback	HRLY		1	$	-
3009	HVAC Technician	HRLY		1	$	-
3010	HVAC Technician - Overtime	HRLY		1	$	-
3011	HVAC Technician - Emergency Callback	HRLY		1	$	-
3012	Oil & Gas Systems Technician	HRLY		1	$	-
3013	Oil and Gas Systems Technician - Overtime	HRLY		1	$	-

3014	Oil and Gas Systems Tech. - Emergency Callback	HRLY		1	$	-
3015	Fire Alarm Maintenance	HRLY		1	$	-
3016	Fire Alarm Maintenance - Overtime	HRLY		1	$	-
3017	Fire Alarm Maintenance - Emergency Callback	HRLY		1	$	-
3018	Plumber	HRLY		1	$	-
3019	Plumber - Overtime	HRLY		1	$	-
3020	Plumber - Emergency Callback	HRLY		1	$	-
3021	Elevator Technician	HRLY		1	$	-
3022	Elevator Technician - Overtime	HRLY		1	$	-
3023	Elevator Technician - Emergency Callback	HRLY		1	$	-
3024	Building Automation System Technician	HRLY		1	$	-
3025	Building Automation System Technician - Overtime	HRLY		1	$	-
3026	Building Automation System Technician - Emergency Callback	HRLY		1	$	-
3027	**Excess of 6" Snow Removal**					
3027AA	Truck with Plow and Driver	HRLY		1	$	-
3027AB	Snow Blower and Operator	HRLY		1	$	-
3027AC	Bobcat and Driver	HRLY		1	$	-
3027AD	Tractor and Driver	HRLY		1	$	-
3027AE	Laborer	HRLY		1	$	-
3027AF	Standby	HRLY		1	$	-
3028	**Excess of 6" - Snow Removal - Overtime**					
3028AA	Truck with Plow and Driver	HRLY		1	$	-
3028AB	Snow Blower and Operator	HRLY		1	$	-
3028AC	Bobcat and Driver	HRLY		1	$	-
3028AD	Tractor and Driver	HRLY		1	$	-
3028AE	Laborer	HRLY		1	$	-
3028AF	Standby	HRLY		1	$	-
3029	General Maintenance Technician	HRLY		1	$	-
3030	General Maintenance Technician - Overtime	HRLY		1	$	-
3031	General Maintenance Technician - Emergency Call Back	HRLY		1	$	-
3032	Administrative Staff	HRLY		1	$	-
3033	Administrative Staff - Overtime	HRLY		1	$	-
3034	Administrative Staff - Emergency Callback	HRLY		1	$	-
3035	Landscape Maintenance	HRLY		1	$	-
3036	Landscape Maintenance - Overtime	HRLY		1	$	-
3037	Landscape Maintenance - Emergency Callback	HRLY		1	$	-
3038	Custodial Maintenance	HRLY		1	$	-
3039	Custodial Maintenance - Overtime	HRLY		1	$	-
3040	Custodial Maintenance -Emergency Callback	HRLY		1	$	-
3041	Pest Control Maintenance	HRLY		1	$	-
3042	Pest Control Maintenance - Overtime	HRLY		1	$	-

3043	Pest Control Maintenance - Emergency Callback	HRLY		1	$	-

B.3.5 Option Year 4

B.3.5.1 Basic Services

CLIN	DESCRIPTION	UNIT	COST	QTY		EXTENDED COST
4001	**BASIC SERVICES**					
4001AA	Operations, Maintenance, Repair and Improvement Services (C.5.2)	MTLY		12	$	-
4001AB	Service Call Operations and Tenant Environment (C.5.3)	MTLY		12	$	-
4001AC	Electrical Services (C.5.4)	MTLY		12	$	-
4001AD	Mechanical Services (C.5.5)	MTLY		12	$	-
4001AE	Plumbing Services (C.5.6)	MTLY		12	$	-
4001AF	Elevator and Lifts and Escalators Services (C.5.7)	MTLY		12	$	-
4001AG	Energy Management Control Systems Services (C.5.8)	MTLY		12	$	-
4001AH	Fire Protection Systems (C.5.9)	MTLY		12	$	-
4001AI	Architectural and Structural Services (C.5.10)	MTLY		12	$	-
4001AJ	Snow and Ice Removal Services (C.5.11)	MTLY		12	$	-
4001AK	Custodial and Janitorial Services (C.5.12)	MTLY		12	$	-
4001AL	Waste Management and Recycling Services (C.5.12)	MTLY		12	$	-
4001AM	Landscaping Services (C.5.13)	MTLY		12	$	-
4001AN	Pest Control Services (C.5.14)	MTLY		12	$	-
4001AO	Locksmith Services (C.5.15)	MTLY		12	$	-
4001AP	Special Services (C.5.16)	MTLY		12	$	-
4001AQ	Specialized Services (C.5.17) - *RESERVED*					
	TOTAL BASIC SERVICES				**$**	**-**

B.3.5.2 Repair & Replacement Services

CLIN	DESCRIPTION	UNIT	COST	QTY		EXTENDED COST
4002	**REIMBURSABLE SERVICES (C.5.20)**					
4003	Electrician	HRLY		1	$	-

4004	Electrician - Overtime	HRLY		1	$ -
4005	Electrician - Emergency Callback	HRLY		1	$ -
4006	Emergency Generator Technician	HRLY		1	$ -
4007	Emergency Generator Technician - Overtime	HRLY		1	$ -
4008	Emergency Generator Tech.- Emergency Callback	HRLY		1	$ -
4009	HVAC Technician	HRLY		1	$ -
4010	HVAC Technician - Overtime	HRLY		1	$ -
4011	HVAC Technician - Emergency Callback	HRLY		1	$ -
4012	Oil & Gas Systems Technician	HRLY		1	$ -
4013	Oil and Gas Systems Technician - Overtime	HRLY		1	$ -
4014	Oil and Gas Systems Tech. - Emergency Callback	HRLY		1	$ -
4015	Fire Alarm Maintenance	HRLY		1	$ -
4016	Fire Alarm Maintenance - Overtime	HRLY		1	$ -
4017	Fire Alarm Maintenance - Emergency Callback	HRLY		1	$ -
4018	Plumber	HRLY		1	$ -
4019	Plumber - Overtime	HRLY		1	$ -
4020	Plumber - Emergency Callback	HRLY		1	$ -
4021	Elevator Technician	HRLY		1	$ -
4022	Elevator Technician - Overtime	HRLY		1	$ -
4023	Elevator Technician - Emergency Callback	HRLY		1	$ -
4024	Building Automation System Technician	HRLY		1	$ -
4025	Building Automation System Technician - Overtime	HRLY		1	$ -
4026	Building Automation System Technician - Emergency Callback	HRLY		1	$ -
4027	**Excess of 6" Snow Removal**				
4027AA	Truck with Plow and Driver	HRLY		1	$ -
4027AB	Snow Blower and Operator	HRLY		1	$ -
4027AC	Bobcat and Driver	HRLY		1	$ -
4027AD	Tractor and Driver	HRLY		1	$ -
4027AE	Laborer	HRLY		1	$ -
4027AF	Standby	HRLY		1	$ -
4028	**Excess of 6" - Snow Removal - Overtime**				
4028AA	Truck with Plow and Driver	HRLY		1	$ -
4028AB	Snow Blower and Operator	HRLY		1	$ -
4028AC	Bobcat and Driver	HRLY		1	$ -
4028AD	Tractor and Driver	HRLY		1	$ -
4028AE	Laborer	HRLY		1	$ -
4028AF	Standby	HRLY		1	$ -
4029	General Maintenance Technician	HRLY		1	$ -
4030	General Maintenance Technician - Overtime	HRLY		1	$ -

4031	General Maintenance Technician - Emergency Call Back	HRLY		1	$	-
4032	Administrative Staff	HRLY		1	$	-
4033	Administrative Staff - Overtime	HRLY		1	$	-
4034	Administrative Staff - Emergency Callback	HRLY		1	$	-
4035	Landscape Maintenance	HRLY		1	$	-
4036	Landscape Maintenance - Overtime	HRLY		1	$	-
4037	Landscape Maintenance - Emergency Callback	HRLY		1	$	-
4038	Custodial Maintenance	HRLY		1	$	-
4039	Custodial Maintenance - Overtime	HRLY		1	$	-
4040	Custodial Maintenance -Emergency Callback	HRLY		1	$	-
4041	Pest Control Maintenance	HRLY		1	$	-
4042	Pest Control Maintenance - Overtime	HRLY		1	$	-
4043	Pest Control Maintenance - Emergency Callback	HRLY		1	$	-

B.3.6 COST SCHEDULE – Repair and Replacement Services

The repair and replacement services Not-to-Exceed ceiling for the base period and each applicable option year period for the Facility includes all time and materials inclusive of the firm fixed hourly rates (see **Section C.5.20**) and materials at cost, and is outlined below:

APPLICABLE CONTRACT PERIOD	NTE CEILING AMOUNT
BASE PERIOD	$250,000
OPTION PERIOD ONE (1)	$250,000
OPTION PERIOD TWO (2)	$250,000
OPTION PERIOD THREE (3)	$250,000
OPTION PERIOD FOUR (4)	$250,000

B.4 An Offeror responding to this solicitation that is required to subcontract shall be required to submit with its proposal, any subcontracting plan required by law. Proposals responding to this RFP may be rejected if the offeror fails to submit a subcontracting plan that is required by law.

B.5 For contracts in excess of $250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with **Section H.9**. A Subcontracting Plan form is available for completion in **Attachment D**. The Contracting Officer will reject as non-responsive any proposal that does not include a fully compliant proposed subcontracting plan.

B.6 DESIGNATION OF SOLICITATION FOR THE SMALL BUSINESS SET-ASIDE MARKET ONLY

This RFP is designated only for certified small business enterprise ("SBE") offerors under the provisions of the "Small and Certified Business Enterprise Development and Assistance Act of 2014", D.C. Official Code § 2-218.01 *et seq*., as amended.

B.6.1 Offerors must be certified by the Department of Small and Local Business Development ("DSLBD") as an SBE at the time of the Proposal Submission Deadline in order to be eligible to participate in this solicitation. Offerors that are found to be non-SBE's at the time of the proposal due date will be deemed non-responsive and their submission will not be considered.

B.6.2 **Joint Venture Exclusion.** Pursuant to DC Code §§2-218.02 (1D) – (1E) and 2-218.39a, a joint venture is **not** an SBE; therefore, certified joint ventures are excluded from responding to this RFP. Offerors looking for specific information should contact the Department of Small and Local Business Development ("DSLBD") directly at (202) 727-3900.

B.7 SIGNIFICANT CHANGES IN THE CHARACTER OF WORK

B.7.1 In accordance with the Department of General Services Standard Contracts Provisions for Supplies and Services (**Exhibit J.1**), Article 15, the District through its authorized Contracting Officers reserves the right to make, in writing, at any time during the performance of this Contract, such changes in quantities and such alterations in the work as are necessary to satisfactorily fulfill the services contemplated herein. Such changes in quantities and or alterations shall not invalidate the Contract nor release the Contractor's Surety, and the Contractor agrees to perform the services as altered.

B.8 ACKNOWLEDGEMENT OF REVIEW OF CONTRACT DOCUMENTS

The Contractor acknowledges that it reviewed all specifications and is required to bring all such inconsistencies and or questions to the attention of the Department so that the Department can address any inconsistencies and or questions by modification to this Contract. The Contractor acknowledges that any inconsistencies and or questions it identifies shall not be the basis for a change to the Contract's terms and conditions.

B.8.1 Execution of the Contract by the Contractor is a representation that the Contractor has thoroughly examined all contract documents, including all details, estimated staff scheduling plans, and has satisfied itself before executing the Contract as to all matters that can affect the work and its cost, including: (1) the prevailing wage; (2) financial capacity; (3) availability of personnel to appropriately staff services; (4) familiarized itself with the risks and mitigation costs associated with providing the required services; and in general to have itself obtained all necessary information as to risk contingencies, and other circumstances which may influence or affect performance of the work. The Contractor waives all claims against the Department arising from or relating to such contingencies and conditions that are reasonably inferable from the contract documents.

B.8.2 A Contractor that is required to subcontract, shall be required to submit with its Contract, any subcontracting plan required by law. The Contractor shall be deemed nonresponsive and shall be rejected if the Contractor fails to submit a subcontracting plan that is required by law. Any subcontractors not on the subcontracting plan submitted with the proposal will not be allowed to mobilize or perform work on the project until a modified subcontractor plan is filed by the prime contractor and approved in writing by the Department. The

Contractor's entire monthly pay request can be held up if it includes work by subcontractors not on the approved subcontracting plan.

B.9 SPECIAL PROVISIONS RELATED TO THE COVID-19 EMERGENCY

The Contractor is required to comply with Mayor's Order 2021-099, COVID-19 Vaccination Certification Requirement for District Government Employees, Contractors, Interns, and Grantees, dated August 10, 2021, and all substantially similar vaccine requirements, including any modifications to this Order, unless and until they are rescinded or superseded. At the request of the District government, Contractors may be asked to provide certification of compliance with this requirement and/or documents and records in support of this certification.

The Contractor is required to comply with City Administrator's Order 2021-4, Resumption of Requirement for All Persons to Wear a Mask Inside District Government Buildings and While on Duty as a District Government Employee or Contractor, dated July 30, 2021, and all substantially similar mask requirements including any modifications to this Order, unless and until they are rescinded or superseded.

SECTION C
SPECIFICATIONS / WORK STATEMENT

C.1 SCOPE

The Department is seeking one (1) Contractor to provide Comprehensive Property Management Services including the management, supervision, labor, materials, supplies, and equipment (except as otherwise provided) required to ensure effective performance of Operations, Maintenance and Repair services at the John A. Wilson Building (the "Facility"). Equipment lists for the Facility are provided by **Exhibit J.4**, Electrical Equipment; **Exhibit J.5**, Mechanical Equipment; and **Exhibit J.6**, Plumbing Equipment).

C.1.1 The awarded Contractor shall provide Basic Services as described in **Section C.5** to ensure that the Facility is maintained as a clean, comfortable, and operable environment for the District's workforce and the public at all times. The Department reserves the right at any time throughout the life of the Contract, to either add and or remove CLINs and/or to increase or decrease the responsibility defined under this Contract.

C.2 APPLICABLE DOCUMENTS

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

Item #	Document Type	Title	Version/ Date
1	U.S. Law	Environmental Protection Agency (EPA) 42 USC sections 6901-6976 Hazardous Substances and Waste	Most Recent
2	Federal Regulations	Environmental Protection Agency (EPA) Clean Air Act of 1990	Most Recent
3	Federal Regulations	EPA Level IV (universal) certification	Most Recent
4	Federal Regulations	U.S. Department of Labor Occupational Safety and Health Administration 29 CFR, Part 1910, Subparts A-P	Most Recent
5	Federal Regulations	U.S. Department of Labor Occupational Safety and Health Administration 29 CFR, Part 1926	Most Recent
6	Federal Regulations	40 CFR, Parts 260, 261, 264, 265, 268, 270, and 273 Protection of Environment Environmental Protection Agency	Most Recent
7	Federal Regulations	41 CFR, Part 101-120 Public Contracts and Property Management Subtitle C--Federal Property Management	Most Recent

		Regulations System Management of Buildings and Grounds	
8	Federal Regulation	National Emission Standards for Hazardous Air Pollutants	Most Recent
9	Executive Order	Energy Policy Act of 2005	Most Recent
10	International Code Council	Executive Order 13101 Greening the Government Through Waste Prevention, Recycling, and Federal Acquisition	Most Recent
11	D.C. Regulations	International Building Code (IBC)	Most Recent
12	D.C. Law	DC Construction Codes https://dob.dc.gov/page/dc-construction-codes	Most Recent
13	DCMR	D.C. Official Code, sections 10-1001-1005 Parks, Public Buildings, Grounds and Space	Most Recent
14	D.C. Law	The Clean and Affordable Energy Act	Most Recent
15	DCMR	DC Solid Waste and Multi-Materials Management	Most Recent
16	DC Website	Department of Buildings (DOB) Building and Land Regulation Administration (BLRA)	Most Recent
17	DC Website	District of Columbia/Pearson Vue Licensing	Most Recent
18	DC Water	Washington Suburban Sanitary Commission	Most Recent
19	DC Website	Department of General Services http://dgs.dc.gov/DC/DGS	Most Recent
20	Accredited Specs and Standards	International Electrical Testing Association (NETA)	Most Recent
21	Accredited Specs and Standards	Leadership in Energy and Environmental Design (LEED)	Most Recent
22	DC Policy	OCP Directive 1303.00, dated October 1, 2003, titled "Environmentally Preferable Purchasing"	Most Recent
23	Accredited Specs and Standards	National Fire Protection Association (NFPA) Recommended Practice for Electrical Equipment Maintenance NFPA 70B, 72, 25	Most Recent
24	Accredited Specs and Standards	NFPA 30, Flammable and Combustible Liquids Code	Most Recent
25	Accredited Specs and Standards	National Institute Certification of Engineering Technologies	Most Recent

26	Accredited Specs and Standards	The National Board Inspection Code Chapter 2 Inspection of Boiler and Pressure Vessels	Most Recent
27	Accredited Specs and Standards	Construction Specifics Institute (CSI)	Most Recent
28	Accredited Specs and Standards	Public Buildings Maintenance Guides and Time Standards	Most Recent
29	Accredited Specs and Standards	International Code Council (ICC)	Most Recent
30	Accredited Specs and Standards	American National Standard Institute (ANSI) 2245.1	Most Recent
31	Accredited Specs and Standards	American National Standards Institute/American Society of Heating, Refrigeration, and Air Conditioning Equipment (ANSI/ASHRAE) Standards 55 and 62	Most Recent
32	Accredited Specs and Standards	American Society of Mechanical Engineers with addendum's Safety Code for Elevators and Escalators AMCE A.17.1	Most Recent
33	Accredited Specs and Standards	National Electrical Code (NEC)	Most Recent
34	Accredited Specs and Standards	Elevator Industry Field Employees' Safety Handbook	Most Recent
35	Accredited Specs and Standards	Building Official Code Administration (BOCA)	Most Recent
36	Accredited Specs and Standards	American Society for Testing Materials (ASTM)	Most Recent
37	Accredited Specs and Standards	Institute of Electrical and Electronics Engineers (IEEE)	Most Recent
38	Accredited Specs and Standards	Carpet and Rug Institute (CRI) Green Label Program	Most Recent
39	Accredited Specs and Standards	Carpet and Rug Institute Bronze Seal of Approval	Most Recent
40	Accredited Specs and Standards	Integrated Plant Nutrition Management	Most Recent

41	Accredited Specs and Standards	Green Seal	Most Recent
42	D.C. Code	D.C. Code, Title 10 Parks, Public Buildings and Grounds	Most Recent
43	D.C. Municipal Regulations	District of Columbia Municipal Regulations (DCMR) Title 19 Amusements, Parks, and Recreation Chapter 7 -Department of Parks and Recreation Chapter I Recreational Use of Public Land	Most Recent
44	Industry Association	American Nursey and Landscape Association Industry Standards and Practices	Most Recent
45	Industry Association	American Seed Trade Association Industry Standards and Practices	Most Recent
46	Industry Standards	American National Standards Institute (ANSI) Standard Specification ASTM Standards on Irrigation Systems	Most Recent
47	Federal Law	U. S. Department of Justice American with Disabilities Act	Most Recent
48	Industry Standards	International Facility Management Association IFMA Operations and Maintenance Benchmarks, 2017	Most Recent
49	Industry Standards	ASTM Standards Guide for Maintaining Cool Season Turf grasses on Athletic Fields	Most Recent
50	Industry Standards	ASTM Standards Guide for Maintaining Warm Season Turf grasses on Athletic Fields	Most Recent

C.3 DEFINITIONS AND ACRONYMS

C.3.1 Definitions: These terms when used in this solicitation have the following meanings:

C.3.1.1 Acceptance – means an authorized representative of the District has inspected and agreed that the work meets all requirements of this Contract, to include documentation requirements.

C.3.1.2 Acceptable Level of Maintenance – means that level of maintenance, which will preserve the equipment in an unimpaired operating condition. Such level of maintenance is higher than the level where there is the deterioration and/or diminishment of the normal life expectancy of the equipment.

C.3.1.3 ASME – refers to the American Society of Mechanical Engineers Safety Code for Elevators and Escalators A17.2 Inspectors Manual.

C.3.1.4 Approval – means the District has reviewed submittals, deliverables, or administrative documents (e.g., insurance certificates, installation schedules, and planned utility

interruptions) and has determined the documents conform to Contract or Contract requirements.

C.3.1.5 **Architectural and Structural** – refers to all building systems customarily included in Divisions of the Construction Specification Institute CSI and includes building core and shell, building improvements and finishes, and exterior site improvements (e.g., paving, walkways, exterior lighting), but excludes equipment owned and operated by tenant agencies or concessions Contractors unless indicated otherwise.

C.3.1.6 **Basic Services** – refers to services that consist of the recurring Contract requirements and the requirements established by the statement of work and related general and administrative functions. Time and Material Services, **Section [C.5.20]** are requirements outside of Basic Services.

C.3.1.7 **Building** – has the same meaning as "Facility."

C.3.1.8 **Building Automation System ("BAS")** – refers to a computer-based system featuring a microprocessor that starts, stops, and monitors mechanical, electrical, and plumbing systems and their individual components. The BAS is also commonly referred to as the Energy Management Control System ("EMCS").

C.3.1.9 **Building Operating Plan ("BOP")** – refers to a mandatory plan prepared by the Contractor for District Approval that describes the Contractor's program for operating and maintaining the building during both normal circumstances and contingencies.

C.3.1.10 **Certificate of Recycling** – means the recycler's certification of the total weight of material received on a particular date and confirmation that it was processed in accordance with state and federal regulations.

C.3.1.11 **Concrete** – is a mixture of Portland cement with sand, gravel, and water, which is poured and set as a solid mass. Due to chemical reaction of the cement, it should be sealed to prevent dusting. Use of harsh cleansers and acids should be avoided.

C.3.1.12 **Property Management Services** – means any required services including Basic Services and Repair & Replacement Services.

C.3.1.13 **Consumables** – refers to those parts or components, that customarily require regular replacement in a maintenance program, prior to equipment failure. Examples are oil, grease, belts, filters, ballasts, and light tubes.

C.3.1.14 **Contract or Contracts** – is any Contract or Contracts awarded to a Contractor hereunder.

C.3.1.15 **Control System** – means any low voltage control, signaling, communication and monitoring system including but not limited to device, field and global controllers; instrumentation; networking infrastructure; computers and peripherals; software; programming; database files; and licenses. Examples are the BAS, and lighting control

systems. Fire protection systems and security systems are excluded from this definition for purposes of this Contract and are defined separately.

C.3.1.16 **Conveying Systems** – All building systems of the types generally included in Division 14, but not including supporting Electrical and HVAC equipment. For purpose of this solicitation, conveying systems mean all kinds of passenger, freight, and service lifts, including elevators, dumbwaiters, escalator and sidewalk lifts that have mechanical, hydraulic, and electrical hoisting machinery.

C.3.1.17 **Correction** – means the elimination of a defect.

C.3.1.18 **Decommissioned** – equipment withdrawn from services.

C.3.1.19 **Deficiency** – means any part of a proposal from a Contractor or any work performed by a Contractor that fails to satisfy the District requirements.

C.3.1.20 **Direct Cost** – means any costs incurred in the actual performance and execution of services (excluding profits and mark-ups).

C.3.1.21 ***RESERVED [Intentionally Omitted]***

C.3.1.22 **District Furnished Property** – means any property in the possession of or directly acquired by the District and subsequently made available to the Contractor to use in the performance of the Contract.

C.3.1.23 **District Owned Property** – means all property owned by or leased to the District or acquired by the District under the terms of the contract, including District-furnished property.

C.3.1.24 **District Quality Assurance** – means the various functions, including inspections, by the District to determine whether a Contractor has fulfilled the Contract obligations pertaining to cleaning quality and quantity. District Quality Assurance is different from and is not a substitute for Contractor Quality Control.

C.3.1.25 **Divisions** – refers to those "Divisions," as defined by the Constructions Specifications Institute ("CSI"), and are numbered therein and refer to the subject matter or trade. These master formats are the national standard for construction specifications. Division can also mean a sub department within a District Agency.

C.3.1.26 **Drawings** – refers to the graphic and pictorial portions of the RFP showing design, location, and dimensions of the Facility, generally including plans, notes, elevations, sections, details, schedules and diagrams.

C.3.1.27 **Electrical** – means all building and site systems of the types generally included in Division 16 of the CSI with the exception of Control Systems, Telecommunication Systems, Security Systems, and equipment owned by a servicing public utility.

C.3.1.28 **Emergency Service Call** – A Service Call or other request for service placed outside of Normal Working Hours, and of such a nature, that response cannot wait for the resumption of Normal Working Hours.

C.3.1.29 **Environmentally Preferable Products ("EPP")** – means all environmentally preferable products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose.

C.3.1.30 **Exterior** – means all entrances, landing, steps, sidewalks, parking areas, facades, moats, and lawns located adjacent to the building and extending to the established property line.

C.3.1.31 **Event Services** – means all building operation services performed and provided by the Contractor in support of special functions and events.

C.3.1.32 **Facility** – means the facility located at John A. Wilson Building.

C.3.1.33 **Facility Inspection** – means all scheduled or unannounced but documented inspection of the Facility by the District or the Contractor to monitor level of Contractor delivery of the required services.

C.3.1.34 **Fire Protection Systems** – means all systems and equipment installed in the building for the purposes of (i) detecting fires or heat or smoke, (ii) alarming occupants of possible fire, (iii) activating certain emergency responses in other systems and equipment (e.g., Elevator recall, stairwell pressurization), and (iv) suppressing fires. These systems include Electrical, Mechanical, Instrumentation, and Controls components.

C.3.1.35 **Furnishings** – means all equipment of the types generally included in Division 11 and 12 of the CSI.

C.3.1.36 **Green Roof** – is the roof of a facility that is partially or completely covered with vegetation and a growing medium, planted over a waterproofing membrane. It may also include additional layers such as a root barrier and drainage and irrigation systems.

C.3.1.37 **Hazardous Materials** – means any waste, substances, radiation or materials whether solids, liquids or gases that are:

a) hazardous, toxic, infectious, explosive, radioactive, carcinogenic or mutagenic;
b) now or become defined as pollutants, contaminants, hazardous wastes or substances, toxic substances, radioactive materials, solid waste or other similar designations in or otherwise subject to District and Federal regulations;
c) present on the premises and can cause or threaten to cause, a nuisance pursuant to applicable statutory or common law upon the premises, facilities or properties; and/or
d) polychlorinated biphenyl's ("PCBs"), asbestos, lead-based paint, urea formaldehyde foam insulation, petroleum and petroleum products (including gasoline, crude oil etc.) that pose a hazard to human health, safety, natural resources, industrial hygiene or the environment or otherwise pose an impediment to working conditions.

C.3.1.38 **Heating, Ventilation and Air-Conditioning ("HVAC")** – means all systems with the function of providing ventilation or temperature control to building spaces. HVAC equipment is a subset of Mechanical, Electrical and Controls equipment and systems, and intersects the definitions of each of these.

C.3.1.39 **Hours of Operation** – is the time period for which the Contractor's staff shall be on site performing services. See **Section C.3.1.50** Normal Occupant Working Hours.

C.3.1.40 **Hydraulic** – means any mechanical system powered by a hydraulic plunger driven by a pump. In the case of an elevator, the plunger pushes the elevator car up from underneath, similar to a lift in an auto service station.

C.3.1.41 **Incident Commander** – means the person who constantly manages the situation and has decision-making authority at the building or facility as it relates to incident assessment and evacuation determination. This person shall never leave the scene until the danger to the occupants or facility has passed, and the building is secure or the authorities (first responders – fire and police) have relieved the Incident Commander.

C.3.1.42 **Indirect Cost** – is a cost that is associated with a product or service, but not directly attributable to just one product or service.

C.3.1.43 **Initial Deficiency List ("IDL")** – is a list that specifies all building equipment, components, structures deficient in receiving regular PM, resulting in the need for repairs.

C.3.1.44 **Inspections** – means the process of examining and testing Contractor performance of services by the District to determine whether such services conform to Contract requirements.

C.3.1.45 **Irrigation Systems** – means all piping, tubing, hoses, sprinkler heads, valves, sensors, and controllers used to water vegetation.

C.3.1.46 **Leadership in Energy and Environmental Design ("LEED" Green Building System™)** – refers to facilities constructed, engineered, and designed under a standard that improves environmental and economic performance of commercial buildings, having advanced industry principles, practices, materials and standards for a sustainable design, in particular LEED 'Gold'. 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. The LEED Building Operations and Maintenance Manuals will be given to staff after construction is finished.

C.3.1.47 **Maintenance** – refers to the upkeep of property or equipment.

C.3.1.48 **Mechanical** – refers to all Facility and site systems of the types generally included in Division 15 of the CSI, with the exception of equipment owned by a servicing public utility.

C.3.1.49 **Measurement and Verification ("M&V")** – is the quantifiable component of Quality Assurance and Quality Control. The District may develop an M&V protocol that measures aspects of the efficiency and effectiveness of Facility systems using data from Facility controls, monitoring, and other data sources.

C.3.1.50 **Normal Occupant Working Hours** – is the time period of: 6:00am – 9:00pm.

C.3.1.51 **Operational Efficiency Upgrade** – is a system upgrade project for purposes of improving the operational efficiency of the Facility.

C.3.1.52 **Operations** – means the continual process of using Facility equipment systems to accomplish their function. Operations includes but is not limited to: analysis of requirements and systems capabilities; programming and operating controls and control systems; responding to service calls; touring and observing equipment performance and condition; adjusting equipment; identifying necessary Maintenance and Repairs to equipment; and maintaining lubrication and chemical treatments.

C.3.1.53 **OSHA** – Occupational Safety and Health Administration ("OSHA") is the Federal Government agency responsible for providing the rules and regulations on safety and health requirements in the workplace.

C.3.1.54 **Pest Control** – means those measures, which are necessary to suppress the population of crawling and flying insects, rats, mice, and any other species, which become a pest within or around the Facility.

C.3.1.55 **Predictive Maintenance ("PdM")** – means a program of maintenance activities in which scheduling of maintenance derives from monitoring the operating condition or changes in operating condition of in-service equipment and techniques that help determine the condition of equipment in order to predict when maintenance should be performed, before the equipment ends its useful life; also known as condition-based maintenance.

C.3.1.56 **Preventive Maintenance ("PM")** – means a program of maintenance activities performed on a fixed schedule, or on equipment runtimes, generally in accordance with manufacturers' recommendations with the intent of keeping equipment in reliable operating condition and preventing deterioration.

C.3.1.57 **Quality Assurance ("QA")** – means any actions taken in order to ensure services meet Contract requirements.

C.3.1.58 **Quality Assurance Evaluation** – are the methodologies implemented to assess the adequacy of Contractor performance.

C.3.1.59 **Quality Control ("QC")** – refers to Contractor developed and implemented safeguards that ensure quality service are provided to satisfy the requirements of the Contract.

C.3.1.60 **Quality Service Tenant Survey** – refers to questionnaires completed by occupants with the objective of ascertaining how the customer and Facility tenants rate Contractor performance.

C.3.1.61 **Time & Material Services** – means any work performed by the Contractor at the direction of the COTR that is over and above the required Basic Services. Two categories of this type of service are Supplemental Repair and Supplemental Replacement Services.

C.3.1.62 **Related Services (Janitorial)** – means the janitorial services performed on an as needed, quarterly, semi-annual, or annual basis (not performed on a regular daily basis).

C.3.1.63 **Supplemental Repair** – is an act of restoring inoperable, dysfunctional, or deteriorated equipment, systems, or material to a fully functional, non-deteriorated state. Such a repair usually involves some combination of labor and replacement parts, components, or materials.

C.3.1.64 **Supplemental Replacement Services** – is an upgrade to or the replacement of existing equipment or building systems.

C.3.1.65 **Repair (Major)** – refers to any act of restoring inoperable, dysfunctional, or deteriorated equipment, systems, or material to a fully functional, non-deteriorated state, wherein the cost falls outside the deductible threshold and therefore requires payment on a time-and-material basis from the District.

C.3.1.66 **Repair (Minor)** – refers to any act of restoring inoperable, dysfunctional, or deteriorated equipment, systems, or material to a fully functional, non-deteriorated state, wherein the cost falls within the deductible threshold and therefore is not compensated by the District. Such a repair usually involves some combination of labor and replacement parts, components, or materials.

C.3.1.67 **Response Time** – means the time period in which the Contractor, after initial notification by the District, is required to be physically on the premises at the work site, with appropriate tools, equipment, and materials, ready to perform the required Work.

C.3.1.68 **Routine Cleaning** – means the standard reoccurring cleaning tasks performed on a routine, scheduled basis.

C.3.1.69 **Rubber** – is a mixture of rubber-natural synthetic and/or reclaimed with invert fillers and color pigments. The raw materials are mixed, heated, and rolled out under pressure. It is subject to deterioration from oils and solvents.

C.3.1.70 **Scheduled Maintenance** – means those maintenance or repairs to equipment or systems that occur as a part of the regular preventive maintenance schedules.

C.3.1.71 **Security Systems** – means all security systems and includes the following:

a) Systems to detect intrusion into the building or areas of the building, including sensors and camera systems;

b) Access control systems, such as automatic card readers for building, room or parking lot access;
c) Magnetometers and associated equipment for screening persons entering the building(s);
d) Sequence of Operations; and
e) The control logic to operate a system normally put into effect through a control program.

C.3.1.72 **Security Systems Support** – means the provision of any level of environmental conditioning and power supply to the area(s) in which the systems are housed. Support should not be confused with performing any level of installation, maintenance, or repair of physical equipment or systems.

C.3.1.73 **Service Call** – means a response to a tenant or agency complaint, or a response to an observation that some equipment, system or material covered by the Contract is inoperable, dysfunctional or deteriorated, or that performance standards of the Contract are not being met. The Service Call response involves analysis of the problem, and adjustment of operating or monitoring controls or other immediate corrective action. A requirement to perform a Repair may result from the analysis stage of a Service Call. Service Calls may be generated automatically from interfaces to BAS or diagnostic software. A Service Call can be either an Emergency or Non-Emergency Service Call.

C.3.1.74 **Services** – means the performance, workmanship, and material furnished or utilized in the accomplishment, execution, or resolution of a Service Call.

C.3.1.75 **Specifications** – means the section of a document that contains written requirements outlining the materials, equipment, standards, and workmanship necessary for successful execution.

C.3.1.76 **Salesforce** – a cloud-based Customer Relationship Management ("CRM") software system. Salesforce provides a platform for work order management, enabling DGS to track work order Service Level Agreements ("SLAs") and oversee city-wide facilities work order request, and monitor contractor's costs and performance. Contractors are required to update the system at a timely manner and understand DGS will use the data as a contractor work performance indicator in annual and quarterly reviews.

C.3.1.77 **Task Order** – means a formal direction presented to a Contractor to provide Repair and Replacement services outside of the required Basic Services.

C.3.1.78 **Tenant Equipment Support** – means providing any level of environmental conditioning and power supply to the area(s) in which the systems are housed. Support should not be confused with performing any level of installation, maintenance, or repair of physical equipment or systems.

C.3.1.79 **Telecommunication Systems** – means various telecommunication related systems include Facility telephone systems, and specialized agency communication systems.

C.3.1.80 **Telecommunication Support** – means providing any level of environmental conditioning and power supply to the area(s) in which the systems are housed. Support should not be confused with performing any level of installation, maintenance, or repair of physical equipment or systems.

C.3.1.81 **Tour –** means any scheduled or unscheduled visits to equipment rooms and installations by operating personnel for the purpose of assuring that equipment is running properly, that equipment rooms are in good order and without any potential hazards.

C.3.1.82 **Trash and Debris Disposal** – refers to the removal and disposal of trash and debris from the premises on a schedule established by the Contractor and approved by the COTR.

C.3.1.83 **Uninterruptable Power Supply ("UPS")** – means an electrical apparatus that provides emergency power to a load when the input power source, typically when the mains power source, fails. A UPS differs from an auxiliary or emergency power system or standby generator in that it will provide instantaneous or near-instantaneous protection from input power interruptions by means of one or more attached batteries and associated electronic circuitry for low power users, and or by means of diesel generators and flywheels for high power users.

C.3.1.84 **Universal Waste ("UW")** – refers to hazardous wastes that are generated by a wide array of people that contain mercury, lead, cadmium, copper, and other substances hazardous to human and environmental health. Examples of these are batteries, fluorescent tubes, pesticides, aerosol cans and some electronic devices.

C.3.1.85 **Unscheduled Maintenance** – refers to maintenance or repairs to equipment or systems that occur as a result of an observation of defect, malfunction, or failure.

C.3.1.86 **Utility Hours** – refers to hours of work ordered by the COTR, for tasks not otherwise required as Basic Services under the Contract.

C.3.1.87 **Utility Systems Support** – means ongoing support provided to utility companies while service to utility systems and equipment at the Facility is being performed.

C.3.1.88 **Sod** – is a section of grass covered surface soil held together by matted roots.

C.3.1.89 **Support Operations/Services** – Miscellaneous assistance provided by the Contractor which includes but is not limited to required labor, cleaning materials, and equipment for special events, building activities and services.

C.3.1.90 **Work Order Management System ("WOMS")** – means a database that the Contractor is, required to provide to automate the OM&R recordkeeping requirements.

C.3.1.91 **Ordinary Construction Services -** means any internal construction work needed in the Facility below $1 million.

C.3.2 Acronyms. The following are acronyms used for the purpose of this solicitation:

C.3.2.1 **ASHRAE** – American Society of Heating, Refrigeration, and Air Conditioning Equipment

C.3.2.2 **ASTM** – American Society for Testing Materials

C.3.2.3 **ANSI** – American National Standards Institute

C.3.2.4 **BAS** – Building Automation System

C.3.2.5 **BOCA** – Building Official Code Administrators

C.3.2.6 **BOP** – Building Operating Plan

C.3.2.7 ***RESERVED [Intentionally Omitted]***

C.3.2.8 **BLRA –** DOB's Business Licensing Regulation Administration

C.3.2.9 **COTR –** Contracting Officer's Technical Representative

C.3.2.10 **CO** – Contracting Officer

C.3.2.11 **COOP** – Continuity of Operations Plan

C.3.2.12 **CERP** – Contractor's Emergency Response Plan

C.3.2.13 ***RESERVED [Intentionally Omitted]***

C.3.2.14 **CSI** – Construction Specifications Institute

C.3.2.15 **DCMR** – District of Columbia Municipal Regulations

C.3.2.16 **DGS** – Department of General Services

C.3.2.17 **DPR** – Department of Parks and Recreation

C.3.2.18 **DCPS** – District of Columbia Public Schools

C.3.2.19 **DOB** – Department of Buildings

C.3.2.20 **EMCS** – Energy Management Control Systems

C.3.2.21 **EPA** – Environmental Protection Agency

C.3.2.22 **Salesforce** – Salesforce, DGS's online work order, and maintenance management system

C.3.2.23 **HVAC** – Heating, Ventilation, and Air-Conditioning

C.3.2.24 **IDL** – Initial Deficiency List

C.3.2.25 **IPCEA** – Insulated Power Cable Engineer Association

C.3.2.26 **IEEE** – Institute of Electrical and Electronics Engineers

C.3.2.27 **LEED** – Leadership in Energy and Environmental Design (LEED Green Building System™)

C.3.2.28 **MSDS** – Material Safety Data Sheet

C.3.2.29 **M&V** – Measurement & Verification

C.3.2.30 **NEC** – National Electrical Code

C.3.2.31 **NEMA** – National Electrical Manufacturers Association

C.3.2.32 **NETA** – National Electrical Testing Association

C.3.2.33 **NFPA** – National Fire Protection Association

C.3.2.34 **NICET** – National Institute for Certification in Engineering Technologies

C.3.2.35 **NIOSH** – National Institute for Occupational Safety and Health

C.3.2.36 **OM&R** – Operations, Maintenance, and Repair

C.3.2.37 **OSHA** – Occupational Safety and Health Administration

C.3.2.38 **PBS** – Public Buildings Maintenance Guides and Time Standards

C.3.2.39 **PdM** – Predictive Maintenance

C.3.2.40 **PM** – Preventive Maintenance

C.3.2.41 **PPE** – Personal Protective Equipment

C.3.2.42 **PSD** – Protective Services Division

C.3.2.43 **QA** – Quality Assurance

C.3.2.44 **QAP** – Quality Assurance Protocol

C.3.2.45 **QC** – Quality Control

C.3.2.46 **QCP** – Quality Control Program

C.3.2.47 **SCP** – Strike Contingency Plan

C.3.2.48 **UPS** – Uninterruptible Power Supply

C.3.2.49 **UW** – Universal Waste

C.3.2.50 **WOMS** – Work Order Management System

C.3.2.51 **WSSC** – Washington Suburban Sanitary Commission

C.4 BACKGROUND

C.4.1 DGS MISSION

The Department of General Services is the lead agency responsible for the construction, renovation, management, and consolidated maintenance of District government real property assets. DGS provides management, maintenance, engineering, janitorial and related services for over eight hundred fifty (850) owned, leased and vacant properties. These properties include office buildings, schools, parks and recreation centers, warehouses, residential facilities, and vacant schools and properties. As a service-providing agency, positive customer service and rapid response and resolution to tenant issues, projects, and service requests are paramount to all of DGS' operation and mission.

C.4.2 FACILITY DESCRIPTION

C.4.2.1 Background

The John A. Wilson Building located at 1350 Pennsylvania Avenue NW, Washington, DC. The building is seven (7) stories above grade (G, 1, 2, 3, 4, 5, 6) and two levels below grade (basement (C-Level or Courtyard-CY) and subbasement) and is a masonry and steel constructed municipal office building. The Facility, formerly known as the District Building, was renamed in commemoration of District of Columbia councilman and former chairman John A. Wilson.

Built in 1904, the nine-level marble and granite American Beaux Arts Building, is a symbol of civic pride on the elegant Pennsylvania Avenue corridor and has housed the local government since its original dedication on July 4, 1908. The overall building construction resembles Type 1-B construction, per IBC table 601 and is contained upon a 1.06-acre (46,051 gross square feet) site.

In 1996, the Wilson Building underwent a five-year renovation, expansion, and restoration based on plans from architect Shalom Baranes. The result is a modern workplace that retains much of its historic flavor and texture. The new steel and glass addition provides a stunning contrast to the original structure while maintaining its historic integrity. The monumental marble stairwell, marble wainscoting, and classical motifs designed in the manner of the English Renaissance were carefully restored to their original appearance. Specifically, the historic office spaces and the Council Chamber were refurbished to its original splendor with many layers of paint removed from intricately carved wood

pilasters and wainscoting.

Easily accessible to the public, the John A. Wilson Building is within the Federal Triangle and just two blocks from the White House. It serves as the seat of local government, housing the Executive Offices of the Mayor, the Council of the District of Columbia, the Chief Financial Officer, the Office of the Attorney General, as well as other District agencies. The site is bounded by Pennsylvania Avenue, NW at the north. 14th Street, NW at the west, 13 Street, NW at the east, and D Street, NW bordering the southern perimeter of the property. The property is located in the Monumental Core Neighborhood and in the Mall/East Potomac Park Assessment Neighborhood.

The John A. Wilson Building is designated as a landmark by the Joint Committee on Landmarks, and is listed in the inventory of the National Register of Historic Places. The intricacy and detail of the renovations and the extraordinary nature of the facility require some specialized maintenance in order to preserve and maintain its historic integrity.

C.4.2.2 **Occupant Work Hours**

The Facility is open 24 hours per day, seven days a week. On-site engineering coverage is expected Monday through Friday 6:00 a.m. until 6:00 p.m., unless otherwise authorized by COTR.

C.4.2.3 **Operation of Mechanical Equipment After Hours**

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

C.4.2.4 **Recognized Holidays**

The Government recognizes the following holidays:

1. New Year's Day
2. Martin Luther King's Birthday
3. President's Day
4. DC Emancipation Day
5. Memorial Day
6. Juneteenth Day
7. July 4th
8. Labor Day
9. Indigenous People’s Day
10. Veteran's Day
11. Thanksgiving Day
12. Christmas Day
13. Inauguration Day* *(when applicable)*

*Although the District of Columbia Government recognizes Inauguration Day as a holiday, for the purposes of this contract, Inauguration Day shall be a regular work day at

the Facility.

C.4.2.4.1 Should a holiday fall on a weekend, the day designated by the Federal Government shall be recognized as the holiday.

C.4.2.5 **Designated Furnished Space**

1. Floor Courtyard
2. Room #/ Location
3. C-12 Engineers Office Engineer equipment area Janitorial Room
4. Janitorial Closets throughout the Facility

C.4.2.6 **Mechanical Spaces**

1. Doors to mechanical spaces, electrical switchgear vaults, wire closets, elevator equipment rooms and pipe shaft access doors shall be kept locked at all times.

2. All spaces made available to the Contractor shall not be used to store illegal materials of any kind, and shall be kept broom clean and free of all debris at all times.

3. The floors shall be painted on a regular basis, in order to maintain a space free of deterioration or chipping.

C.4.2.7 **Building Information**

C.4.2.7.1 **Building Data**

Building Name: John A. Wilson Building
Building Address: 1350 Pennsylvania Avenue, NW, Washington, DC 20004

C.4.2.7.2 **Building Statistics**

Rentable area: 278,000 square feet
Stairways: two (2) fire rated; one (1) open/historic (marble)
Passenger Elevators: Seven (7) Loading Area: one (1)

C.4.2.8 **Other Pertinent Building Information**

C.4.2.8.1 **Systems Furniture**

The Contractor is responsible for performing general service calls including repairs on electrical circuits serving systems furniture and shall replace fuses in this same systems furniture as part of this contract.

The District may also request the Contractor perform and oversee, as a repair and replacement service, furniture reconfiguration services. The Contractor shall utilize a vendor properly certified to assemble and disassemble the specified product lines in the building.

C.4.2.8.2 **Parts List**

The Contractor shall provide and maintain sufficient parts and supplies at the building to correct all service calls within the prescribed time limits.

Contractor shall provide this list of inventory items to the COTR as defined in the Contract.

All parts and supplies used to complete repairs shall be new and comparable to either the original equipment or the recommended manufacturer's replacement parts.

C.4.2.9 Areas Requiring Special Attention

a. **Entrances and Lobbies:** Entrances and lobbies are high visibility area and therefore, the Contractor shall give special attention to these areas. The custodial services provided must be of the highest quality and policed at a frequency to maintain a clean appearance at all times.

b. **Executive Spaces:** Due to the high visibility and professional functions in these areas, the custodial services provided must be of the highest quality. These areas shall be completely free from removable dirt, dust, soil substances, stains, or marks.

c. **Marble Surfaces and Wainscoting:** Surfaces shall be maintained clean and free of smudges, dust, dirt, and removable soil substances. Surfaces shall present a uniform luster. Marble surfaces shall be cleaned with a dampened dust cloth. ***The Contractor shall not use cleaning solutions on marble surfaces.***

d. **Stairwells:** Shall be maintained like all other common areas of the facility, clean and free of smudges, dust, dirt, and removable soil substances. Stairwells (landings and steps) shall be mopped as needed to maintain the required appearance.

e. **Wood Paneling, Railings, Wainscoting, Crown Molding, and Other Wood Surfaces:** Surfaces shall be free of dirt and dust. Only COTR-approved cleaning solutions shall be used on fine wood surfaces. Locations of fine wood surfaces are primarily located in the Historic wood offices, Council Chamber and other executive spaces.

C.4.2.10 Staffing

1. Property Operations Manager
Shall reside in an office within the District of Columbia and be available Monday through Friday 8:30 AM through 5:00 PM, and after hours via mobile phone.

2. Chief Engineer
The on-site Chief Engineer shall possess at least a valid 3rd Class Engineers license issued by the District of Columbia.

3. Administrative Staffing
The Contractor shall be responsible for providing the appropriate additional administrative staffing to directly receive, accurately record, and monitor the performance of all service calls, including service calls that are re-classified to a repair.

C.5 REQUIREMENTS

The service requirements identified in this section are sought as a complete comprehensive requirement divided into two service groups (i) standard monthly Basic Services; and (ii) supplemental time and material services. The required services under each service group are the minimum services the Contractor shall provide in order to satisfy the Contract requirements. The Contractor shall be responsible for the efficient, effective, economical, and satisfactory operation, scheduled and unscheduled maintenance, and repair of all facility equipment and systems. The Contractor shall provide at a minimum all management, supervision, labor, materials, repair parts, tools and equipment/supplies, administrative support and shall plan, schedule, coordinate and ensure effective and economical completion of all work and services specified in this Contract to perform all service level requirements defined herein.

C.5.1 GENERAL SERVICES LEVEL STANDARDS AND AGREEMENT

At a minimum, the Contractor shall:

1) Be responsible to make the management and operational decisions to meet the quality standards required under this Contract.

2) Use innovation, technology and other means and methods to develop and perform the most efficient services for the building.

3) Implement an effective Quality Control Plan ("QCP").

4) Implement an effective service call system that results in prompt, professional, and courteous resolution of the concern.

5) Keep the CO and the COTR informed of current status of the work being performed, provide work schedules, provide a major equipment and critical system break down or impairment form, and provide other pertinent information needed by the CO and or COTR.

6) Reduce the environmental impacts of work performed under this Contract by using, to the maximum extent, environmentally sound practices, processes, and products.

7) Provide training to their employees that will stress stewardship in maintenance practices (i.e., the proper use, disposal, recycling of chemicals, dispensing equipment and packaging). At the request of the Department, provide documentation that their employees are completing training in the core competences and participating in continual educational training.

8) Ensure that their employees are properly licensed and/or certified to operate necessary building systems or equipment for which licensed and/or certified personnel are required by federal, state, or local law, codes, or ordinances.

9) Comply with all applicable Federal, state and local laws, regulations, codes including any supplements, implementing instructions or revisions. The Contractor shall obtain all applicable licenses training and permits. If a change in law or regulation requires the Contractor to implement an action that will result in an increase or decrease in Contract price, the Contractor shall implement the required action and within 30 calendar days submit to the CO a price proposal for such change. If the CO determines an equitable adjustment is substantiated a modification to the Contract will be issued.

10) 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 are housed. The Contractor's support should not be confused with performing any level of installation, maintenance, or repair of physical equipment or security systems belonging to tenant agencies.

C.5.2 OPERATIONS, MAINTENANCE, AND REPAIR ("OM&R) SERVICES

The Contractor shall possess and maintain a working knowledge of the repair and improvement services required to achieve optimal operation.

C.5.2.1 Operations, Maintenance, and Repair

C.5.2.1.1 The Contractor shall provide all Operations, Maintenance and Repair ("OM&R") services for the Facility in an efficient, economical, and reliable manner. The Contractor shall maintain an acceptable level of performance for the required repair and improvement services. The Contractor shall provide building operations services of all required facility systems and maintain utilities services and environmental conditioning of the Facility in order to maintain the readiness and the asset value of building(s) and its systems.

C.5.2.1.2 The specific requirements identified herein are not intended to provide a comprehensive list of tasks, which may be necessary to meet the general requirements of this Contract and shall not be interpreted as exclusionary. It is the responsibility of the Contractor to include specific operational tasks in the Building Operating Plan (BOP), which are reasonably inferable herein.

C.5.2.1.3 Exclusions

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

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

C.5.2.1.4 **Standard Operating Procedures for Operating Building Systems**

The Contractor shall develop and provide Standard Operating Procedures (SOP) for the Facility's operating systems. The SOP shall be submitted for the review and approval of the COTR (within ten (10) days following Contract award) and shall include at a minimum:

a. Startup and shutdown times and procedures;
b. Emergency response procedures;
c. Operating strategies to maximize efficiency and minimize energy consumption;
d. Descriptions of the sequences of operations for major equipment systems;
e. Record management method which shall include the use of a supplemental DGS-WOMS and/or other available systems (e.g., BAS) to implement and document Contract requirements;
f. Other documentation procedures necessary to meet Contract requirements;
g. Description of the planned and executable air quality management program that adheres to the District's and other regulatory requirements (e.g., determine which rules apply to equipment in the building, determine which permits are necessary);
h. Tour procedures, including operator assignment sheets;
i. Maintenance schedules, procedures and guides;
j. Facility equipment inventory, shall include all equipment requiring scheduled Preventive Maintenance;
k. Water Treatment Program, initial water treatment analysis and report; and the quality Control Program;
l. Confined space procedures and personal protective equipment (OSHA); and
m. Provision of training on building systems, safety, Contract requirements, and hazardous communications.

C.5.2.1.4.1 The Contractor shall update and revise the SOPs as needed but at a minimum once a year.

C.5.2.1.5 **Building Operating Plan (BOP)**

The Contractor shall develop and provide a BOP for the Facility. The BOP shall be submitted for the review and approval of the COTR within ten (10) days following Contract award, include and address at a minimum:

a. Facility's electrical, mechanical and plumbing and water treatment systems, elevator and other equipment and operating procedures;
b. Identify and document the Hours of Operation for HVAC equipment;
c. Identify the sequence of operations descriptions;
d. Utilization of the Facility's BAS and Salesforce systems along with any other tools that DGS may provide;
e. Requested number of Salesforce seat licenses for engineering, custodial and other staff;
f. Identification of applicable permits and licenses and the specific conditions required by District or Federal regulations for Facility equipment and systems;

g. Inspection, monitoring, and testing procedures including Tour program and including sample Tour Work Assignment Sheet (in a format to be approved by the COTR);
h. Preventive Maintenance guides, methodologies, frequencies and schedule, and a description of the work to be done for each maintenance item identified;
i. Predictive Maintenance methodologies, as applicable;
j. Service call program and tenant environment;
k. Hours of operation;
l. Repairs, replacement items, and associated standards;
m. Excess snow removal plan;
n. Integrated Pest Management Plan
o. Locksmith services;
p. Contingency Plan;
q. Vandalism Remediation plan;
r. Hazardous materials plan;
s. Description of staffing, responsibilities and schedule;
t. List of key personnel along with complete contact information;
u. Identification of appropriately licensed and certified technicians;
v. Quality control program;
w. Phase-in Transition Plan; and
x. Conceptual Phase-out Transition Plan
y. Screening and Background Check Compliance Procedure

C.5.2.1.5.1 The Contractor shall make updates to the BOP to reflect current equipment, systems, and operating procedures, as changes/additional occur.

C.5.2.1.5.1.1 Additional Building Operational Requirements

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

a. **New or LEED Building Temperatures**: The Contractor shall maintain temperatures within the ranges established at the conclusion of building commissioning. Deviation from these ranges requires COTR approval;

b. **Building Temperatures:** Temperature controls shall be set to maintain 70 degrees plus or minus 2 degrees Fahrenheit during Occupant Work Hours in the heating season. Temperature controls shall be set to maintain 70 degrees plus or minus 2 degrees Fahrenheit during Occupant Work Hours in the cooling season. Space temperatures during other than Occupant Work Hours shall be maintained at the minimum temperatures required to assure the protection of the building and its systems, generally this is 55 degrees Fahrenheit.

c. **Warehouse and Adjacent Spaces:** Unless stipulated otherwise in the building description, warehouses and other areas subject to external traffic, the Contractor shall adjust temperatures to 55ºF during the heating season and 80ºF during the cooling season (if mechanical cooling is available). And, in areas such as

garages, loading docks, etc., the Contractor shall set the heaters to maintain 55ºF, cooling will not be provided.

d. **Use of Fresh Air and Economizers**: The Contractor shall use outside air, mechanical economizers, or any other energy saving equipment installed in the building, to the maximum extent possible, during moderate weather. The use of the aforementioned energy saving methods shall be based on outside temperatures and humidity conditions in order to maintain the indoor temperatures defined above;

e. **Air Filtration**: Ventilation shall be provided to the maximum extent allowable by the design of the mechanical equipment installed in the building. Air shall be adequately filtered at all times by using only air filters capable of fifty percent (50%) particulate removal to ensure a safe and healthful environment, and filters shall be changed at a frequency consistent with industry standards and that which is acceptable to the COTR. This could require changing filters once each month on air distribution systems, which serve special or heavy use areas. Each time a filter is replaced, the date of replacement shall be clearly marked/written on the replacement filter, by Contractor, so that the date is visible and legible without removing the filter;

f. **Potable and other water temperatures** shall be maintained in accordance with the table below.

Service	**Temp.**
Domestic Hot Water	110F
Domestic Hot Water from local booster heaters	140F
Protected Hot Water for lab sinks, etc.	110F
Emergency tempered water for eye washes, safety showers, etc.	88F
Chilled drinking water	50F

g. **Lighting Levels**: Lighting systems shall be maintained to achieve the following levels during Occupant Work Hours:

Area	**Level**
Public Areas Within the Building	10 Foot-Candles
Normal Work Stations	50 Foot-Candles
General Workstations	30 Foot-Candles
Storage Areas	10 Foot Candles

The Contractor shall maintain lighting levels in other areas within the Facility not specifically identified above in accordance with original design specifications of the Facility. **Lighting necessary for safety and security will remain on during other than Normal Occupant Working Hours.**

h. **Operational Tests**: The Contractor shall perform running test checks of large or high energy use equipment (e.g., such as chillers, pumps, air handling equipment, elevators, fire, life safety, devices) during Hours of Operation; provided, that such tests do not cause an interruption in service or increase monthly electrical demand costs. The COTR will define the peak usage periods, during which hours tests or checks are prohibited, and will provide this information to the Contractor. The Contractor shall provide required tests at hours, other than the hours of operation, as necessary.

C.5.2.1.5.2 Contingency Plan

The Contractor shall provide the COTR with its Contingency Plan (not later than thirty (30) days following Contract award) which shall include at a minimum a plan to address the following, subject to the COTR's approval:

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

C.5.2.1.5.3 Vandalism Remediation Plan

The Contractor shall submit with the BOP **Section C.5.2.1.5** a plan to deter and remediate damage from vandalism (e.g. breaking windows, arson, graffiti, egging, and other destructive acts). This plan shall include pressure washing and chemical cleaning.

C.5.2.1.6 Maintenance

The Contractor shall perform Maintenance on all building equipment and systems to keep the Facility functioning per the design intent, including all supplies and services needed for maintenance and optimal operation of the Facility as described herein. The Contractor shall perform scheduled and unscheduled maintenance and repairs, as necessary, twenty-four (24) hours a day, three hundred sixty-five (365) days a year (366 in leap year), including emergency service calls.

C.5.2.1.6.1 Maintenance and WOMS

The Contractor shall utilize Salesforce to maintain the management records for all work orders, maintenance, PM. The Contractor shall follow the Preventive Maintenance program, as described in **Section C.5.8** as it relates to the WOMS.

C.5.2.1.8 Preventive Maintenance (PM) Program

The Contractor shall develop and implement a Preventive Maintenance Program to preserve the condition of the Facility's systems and equipment for the purpose of avoiding long-term damage and unnecessary costs. The Contractor shall maintain all equipment and systems at optimal levels of operating efficiency to ensure that the Facility is operated in an efficient manner. The Contractor shall ensure the maintenance schedule continues from the existing maintenance schedule so as not

to create gaps in performance of maintenance. Wherein applicable, the Contractor will collaboratively work with DGS on data-driven predicative maintenance strategies. The Contractor shall maintain all equipment listed herein, and any equipment replaced and or added under this Contract, in accordance with one or both of the following methods:

a. Manufacturer's recommendations; and
b. PM guides developed by the Contractor (which shall be submitted to and approved by the COTR within thirty (30) days following Contract award).

C.5.2.1.8.2 In addition to the above methods, the Contractor's PM program shall also include periodic inspection; testing; cleaning; lubrication; adjustment; filter cleaning and indoor air quality maintenance of air handling equipment. The Contractor will furnish all the necessary parts and labor to accomplish repairs to keep the equipment and systems in an acceptable level of operating condition.

C.5.2.1.8.3 The Contractor shall include PM guides, frequencies and schedule, and any Predictive Maintenance methodologies in the BOP **Section C.5.2.1.5**. Also, as a part of the BOP **Section C.5.2.1.5**, the Contractor shall indicate the frequency during which the PM will be performed and shall provide a description of the work to be done for each maintenance item identified.

C.5.2.1.8.4 The Contractor shall indicate to the COTR explicitly in cases where the Contractor proposes to deviate from industry best practices, standards, and frequencies. In cases where the Contractor proposes an alternative frequency or guide, the Contractor shall clearly identify and explain this alternative. The COTR will approve the technical rationale of any alternative ***prior*** to it becoming effective. The COTR has ***full authority*** to accept and or reject ***any*** alternative and to direct the Contractor to follow industry best practices, standards, and frequencies or the procedures listed in the equipment O&M documentation. The Contractor shall ensure that all Predictive Maintenance descriptions, fully describe all methods of base-lining equipment performance, data to be measured, frequency and methods of measurement, and methods of determining when maintenance or repair is necessary.

C.5.2.1.8.5 The Contractor shall propose Preventive or Predictive Maintenance standards and schedules for all equipment when any of the following factors apply:

a. The equipment normally requires periodic replacement of consumable components;
b. The equipment normally requires periodic or occasional cleaning;
c. The equipment has moving parts;
d. The equipment is prone to failure of major components before overall obsolescence of the system which it serves;
e. The equipment is of a type itemized in the Public Buildings Maintenance Guides and Time Standards ("PBS standards"); or NETA Maintenance Testing Specifications; and/or

f. The equipment requires Preventive or Predictive Maintenance in accordance with any other provision of this Contract, manufacture's recommendations, Federal, and or local laws.

C.5.2.1.8.6 Preventive Maintenance Schedule

The Contractor shall (i) submit a complete Facility equipment list and an annual schedule for the accomplishment of all PM to the COTR within ten (10) business days after Contract award, and (ii) submit updates to PM Schedules as necessary to ensure the PM Schedules remain current.

C.5.2.1.8.7 Consolidated Preventive Maintenance Report

The Contractor shall prepare and submit to the COTR a consolidated monthly report, which details the Preventive Maintenance performed on each piece of equipment by type, equipment number, and location. This report shall include type of service (e.g., Preventive Maintenance, service call, maintenance repair, emergency service calls, overtime, and additional services), description of work and the number of hours expended, work to be completed and any outstanding service requests.

C.5.2.1.8.8 Preventive Maintenance Logbooks

The Contractor shall maintain logbooks at the Facility. The Contractor shall provide a key locked cabinet to ensure the security and safety of the logbooks. The Contractor shall provide the COTR with a key to the cabinet. The Contractor shall record daily building equipment operating parameters, outside conditions, date and times of operational events such as fire alarms, which occur during each shift. The log will also record all service visits and the service provided by third party Contractors. DGS shall maintain the cabinet, key, and log(s) as the property of the District and at no time shall the log(s) be removed from the property by anyone.

C.5.2.1.8.9 PM Cycles Greater than Twelve (12) Months

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

C.5.2.1.8.10 Exception – Minimum Standards

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

C.5.2.1.8.11 Preventive Replaced by Predictive

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

C.5.2.1.8.12 Opening or Dismantling Equipment

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

C.5.2.1.8.13 Equipment Hours of Operation

C.5.2.1.8.13.1 HVAC Hours of Operation

It shall be the Contractor's responsibility to establish the appropriate and most efficient times for HVAC equipment start-up and shutdown. This is done to ensure the building is adequately conditioned during Normal Occupant Work Hours. The operating time for building mechanical equipment and systems shall be considered as the hours required to operate the buildings heating, ventilating, and air-conditioning ("HVAC") equipment. This will be done each day to provide the required environmental temperatures and conditions as delineated in "Operational Requirements."

C.5.2.1.8.13.2 BOP Documentation

The Contractor shall identify and document the Hours of Operation for HVAC equipment in the BOP **Section C.5.2.1.5**.

C.5.2.1.8.13.3 When to Start Equipment

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

C.5.2.1.8.13.3.1 Exceptions

The only exception to operating this equipment at times other than Normal Occupant Work Hours shall be providing Supplemental Time & Material Services, **Section C.5.20**, or for providing freeze protection for the building and systems when weather conditions warrant such operation, or as may be instructed by the COTR.

C.5.2.1.8.14 Special Conditions – Facility Temperature Conditions

C.5.2.1.8.14.1 Freeze Protection

Where applicable, the Contractor shall ensure the following:

C.5.2.1.8.14.1.1 Steam/hot, water or electrical heater shall be set to operate when outside temperatures fall below 35ºF and shut off when the night setback temperature is reached.

C.5.2.1.8.14.1.2 Outside air dampers on all air handlers shall close completely during unoccupied hours.

C.5.2.1.8.14.1.3 Sump heaters associated with the cooling towers that are "in service," shall be controlled by thermostat during the winter months.

C.5.2.1.8.14.1.4 If water make-up to the tower is in service, a heat tape shall be installed on the line and shall be set by thermostat, to activate when ambient temperatures drop below 35ºF.

C.5.2.1.8.14.2 Chiller Room

Where applicable, the Contractor shall ensure the following:

C.5.2.1.8.14.2.1 Chillers shall be staged, so that the most efficient chiller load shall be operated first, then additional chillers operated to meet increased cooling demand. All chillers that are not in service shall be secured from the common header.

C.5.2.1.8.14.2.2 Chillers shall be started thirty (30) minutes before building air handlers are started and secured thirty (30) minutes before air handlers are secured.

C.5.2.1.8.14.2.3 Chiller controls shall be set to maintain 42ºF chilled water when outside air temperatures are 100ºF and modulate to 46ºF when outside temperatures are 75ºF.

C.5.2.1.8.14.3 Cooling Towers

Where applicable, the Contractor shall ensure the following:

C.5.2.1.8.14.3.1 Cooling towers associated with the chiller that are "in service", shall run controlled by pneumatic thermostat to maintain a constant condenser water temperature of 70ºF at the chiller;

C.5.2.1.8.14.3.2 Sump heaters for each cooling tower shall be secured during the cooling season and be controlled by thermostats during the winter months if the associated chiller is in service;

C.5.2.1.8.14.3.3 Tower not in service shall be drained and all heaters secured; and

C.5.2.1.8.14.3.4 Heat tapes to activate when the ambient temperature drops below 40ºF shall protect water make-up to the tower.

C.5.2.1.8.14.4 Ventilation

Where applicable, the Contractor shall ensure the following:

C.5.2.1.8.14.4.1 Building exhaust fans shall operate during Facility Normal Occupant Work Hours.

C.5.2.1.8.14.4.2 When a carbon monoxide sensing system is used, the maximum average concentration of carbon monoxide shall not exceed fifty (50) PPM during any eight (8) hour period or two hundred (200) PPM for a period not exceeding one (1) hour;

C.5.2.1.8.14.4.3 Operable windows will be closed during both the heating and cooling seasons;

C.5.2.1.8.14.4.4 Thermostats will control elevator machine room exhaust fans and the EMCS will control and release outside air dampers.

C.5.2.1.8.14.5 **Special Use Areas**

Designated areas such as "computer rooms" or "special use areas" will be allowed cooling to maintain a constant temperature as designated by the COTR to satisfy that specific environment. These areas will be the only exceptions to the general building operation plan.

C.5.2.1.9 **Repairs**

C.5.2.1.9.1 The Contractor shall replace broken, damaged, or faulty tools, equipment, and materials as soon as possible or as otherwise agreed upon with the COTR. Contractor shall take measures to temporarily meet the operational needs of the Facility while repairs are pending. The Contractor shall provide labor, and equipment to perform all Repairs, to the Facility interior and exterior including, but not limited to (to the extent applicable):

a. Electrical and Lighting systems,
b. Mechanical systems,
c. Plumbing systems,
d. Elevators,
e. Energy Management Control Systems,
f. Architectural and structural services,
g. Interior and exterior walls,
h. Roofs and roofing systems,
i. Flashing, skylights,
j. Chimneys,
k. Ventilators and other items that pierce the roof,
l. Gutters,
m. Downspouts,
n. Splash blocks,
o. Overhangs,
p. Windows,
q. Doors,
r. Door-locks,
s. Door hinges,

t. Sidewalks,
u. Driveways,
v. Building moat drainage areas,
w. Snow melting systems,
x. Access roads,
y. Road and sidewalk curbing,
z. Parking areas and parking lot and garages,
aa. Patios,
bb. Columns,
cc. Floor coverings,
dd. Concrete floors,
ee. Hardwood flooring,
ff. Carpeting,
gg. Ceramic tile,
hh. Interior and exterior stairways,
ii. Ceiling tiles and ceiling structure systems,
jj. Venetian blinds and shades,
kk. Windows; and
ll. Bathroom and kitchen plumbing and fixtures.

C.5.2.1.9.2 The Contractor shall accomplish repairs within a period designated by the COTR and notify the COTR seventy-two (72) hours in advance of work that could be considered disruptive to building occupants or normal building operations. The Contractor shall notify the COTR within two (2) hours when the needs for mechanical, architectural, or structural repairs are identified.

C.5.2.1.9.3 **Repair Classifications**
The Contractor shall perform minor supplemental services **Section C.5.20** as described below. The Contractor shall submit itemized invoices for supplemental services as described in **Section G.2**.

C.5.2.1.9.3.1 **Minor Repairs**

C.5.2.1.9.3.1.1 The Contractor shall perform minor repairs (i.e., repairs requiring no more than the established deductible threshold, as needed).

C.5.2.1.9.3.1.2 The Contractor shall ensure that minor repairs are completed within forty-eight (48) hours of identification of the problem, unless, despite all reasonable efforts, parts or subcontractor support cannot be obtained in this time. In such a case, the Contractor shall notify the COTR of the delay and anticipated completion date. The Contractor shall put in the work order the status of the minor repair requested and the nature of the delay, if any.

C.5.2.1.9.4 **Major Repairs**

C.5.2.1.9.4.1 The Contractor shall perform major repairs as needed and as described in **Section C.5.20**. The Contractor shall include direct labor valued at the labor rates set forth

in **Section B.3** for the applicable Contract period of performance, subcontractor costs, and costs of parts (with ***no mark-up*** of cost passed on to the District). The cost of consumable parts and materials shall not be calculated as part of the Contractor's costs.

C.5.2.1.9.4.2 The Contractor shall repair or replace all equipment damaged by misuse of equipment by any person(s) other than the Contractor's representative(s) or employee(s) or by reason(s) of any other cause beyond the control of the Contractor. Any damage caused by the Contractor, his representative(s) or employee(s) shall be repaired or replaced by the Contractor at no cost to the District.

C.5.2.1.9.5 Repair Timelines

The Contractor shall complete repairs or replacements within seven (7) calendar days after receiving written direction from the COTR. In addition, the Contractor shall notify the COTR seventy-two (72) hours in advance of any work that will be disruptive to building occupants or normal Facility operations. The Contractor shall obtain written approval from the COTR for Repair time frames that exceed seven (7) working days. The Contractor shall request the COTR's approval two (2) working days before the seventh (7^{th}) day.

C.5.2.1.9.6 Ordering Repairs from Outside

The District reserves the right to order repairs from an outside source, or to have repairs made by District technicians.

C.5.2.1.9.7 Vandalism Repairs

C.5.2.1.9.7.1 The Contractor shall include in the BOP, **Section C.5.2.1.5** a plan to deter and remediate vandalism (e.g. breaking windows, arson, graffiti, egging, and other destructive acts). The Contractor shall replace or restore any deficiencies or breakdowns caused by public vandalism, misuse, abuse, or natural disaster.

C.5.2.1.9.8 Level of Maintenance and Subsequent Repairs

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

C.5.2.1.9.8.1 Repair Work & Touch-Ups

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

C.5.2.1.10 Replacement Parts and Materials

C.5.2.1.10.1 The Contractor shall submit to the COTR for approval, a list of "on the shelf" replacement and expendable parts and materials that the Contractor intends to stock at the building within fifteen (15) days of Contract award (or such other timeframe specified by the COTR). The COTR may require the Contractor to add or delete items from this list. The Contractor's inventory of replacement parts shall include but not be limited to: Toilet seats, office door locks and keys, incandescent light bulbs, fluorescent light bulbs and ballasts, toilet and urinal flush valves, various sizes of air handling equipment shaft bearings, pulleys and fan belts, air filters, manufacturer's recommended preventive maintenance parts and any other expendable mechanical, electrical, and cleaning materials or items the Contractor intends to store and use at the Facility. This inventory shall be maintained at the same levels of items on a continuous basis. When any item is used, a replacement part shall be ordered to keep the inventory at full stock at all times. Where lights, parts, and materials are visible to tenants, they shall match the existing adjacent ones exactly in appearance.

C.5.2.1.10.2 The Contractor shall provide and maintain sufficient parts and supplies at the Facility to correct all service calls within the prescribed time limits.

C.5.2.1.10.3 The District reserves the right to furnish to the Contractor, any or all parts, and/or materials required for repairs.

C.5.2.1.10.4 Replacements

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

C.5.2.1.10.5 Surface Protection

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

C.5.2.1.10.6 Trash & Debris Removal

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

C.5.2.1.10.7 Quality of Work/Matching to Existing Finishes

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

C.5.2.1.10.8 **Recycling & Waste Management Compliance**

The Contractor shall comply with all recycling and waste management code and regulations.

C.5.2.2 **Property Inspection and Property Records**

The Contractor shall conduct inspections of property and maintain property records as described below.

C.5.2.2.1 **Deficiency Investigating and Resolution**

C.5.2.2.1.1 **Initial Deficiency List (IDL)**

Within fifteen (15) days of Contract award (or such other timeframe specified by the COTR), the Contractor shall walk through the Facility for the purpose of inspecting the facility's condition and equipment. The Contractor shall develop and submit an Initial Deficiency List (IDL). Such IDL shall specify all building equipment, components, structures, and deficiencies. The Contractor shall note all damage or incomplete work in the IDL and submit to the COTR for review and approval to correct deficiencies. The Contractor will be reimbursed following the initiation of the Contract for deficiencies noted by the Contractor and only after accepted by the District through the COTR. Failure to identify any required or needed repairs or replacement shall result in the Contractor's liability for the repair and replacement of items exceeding the deductible threshold described in **Section C.5.20**.

C.5.2.2.1.2 **Investigation of Existing Conditions**

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

C.5.2.2.1.2.1 The Contractor shall conduct a system assessment and complete an inventory report. Such report shall include all current equipment, including model numbers and serial numbers in a format approved by DGS through the COTR. The assessment report shall also include equipment condition, recommended Repairs, and estimated repair costs. The Contractor shall provide both hard and electronic copies of the report to the COTR within forty-five (45) days of Contract award.

C.5.2.2.1.3 **Correction of Existing Deficiencies**

The Contractor shall prepare and submit the revised IDL to the COTR within the sixty (60) days of Contract award. At a minimum, the revised IDL shall include:

a. Name of equipment;
b. Model number;
c. Serial number;

d. Equipment location (floor, room number/name);
e. Description of deficiency;
f. Date deficiency identified; and
g. Repair recommendation.

C.5.2.2.1.4 Regardless of the IDL, the Contractor shall make adjustments or corrections that fall within the scope of Preventive Maintenance services required at no further cost to the District. This includes following all manufacturer recommended PM schedules, adjusting controls, programming the BAS, applying lubricants, cleaning fan housings, fans, coils, dampers, AHU sections, equipment rooms and replacing consumable components.

C.5.2.2.1.5 The District will reimburse the Contractor for all repairs to existing deficiencies in the following manner:

a. The Contractor shall submit the appropriate estimate(s) to the COTR within five (5) days of its submission of the IDL;
b. The COTR approves the estimated cost and authorizes the repair;
c. The deficiency has been corrected; and
d. The Contractor shall submit an invoice within thirty (30) days of work completion.

C.5.2.2.1.6 **Contractor Verified Building Inventory**

As part of the PM program requirements the Contractor shall create the building equipment inventory including quantity, type, manufacturer, and exact location of all equipment. The Contractor shall include only the equipment that is installed under the construction Contract and tied permanently to the building (including such equipment replaced and or installed throughout the Contract life). The Contractor shall not be responsible for the maintenance and repair of occupant equipment.

C.5.2.2.1.7 **Labeling of Building Operating Equipment**

C.5.2.2.1.7.1 The Contractor shall correctly classify and label all equipment in the Facility. Contractor shall also verify that all equipment on the inventory list is correctly classified and labeled. The Contractor shall develop a labeling system procedure and submit such procedure to the COTR for approval within thirty (30) days of Contract award. Once such labeling procedure is approved by the COTR, the Contractor shall be required to follow said procedures. All verification of labeling, including any additional labeling, shall be completed by the Contractor not later sixty (60) calendar days after Contract start work date and provide written notification to the COTR when labeling is completed.

C.5.2.2.1.7.2 The District will reimburse the Contractor for all labeling deficiencies pursuant to the following:

a. The Contractor shall submit an estimate to the COTR within fifteen (15) days of the Contract commencement;
b. The CO approves the estimated cost and authorizes the repair;
c. The deficiency has been corrected; and
d. The Contractor submits an invoice within thirty (30) days of work completion.

C.5.2.2.2 Inspection and Testing

C.5.2.2.2.1 The Contractor shall provide the COTR with a certified report detailing items inspected the results of such tests, performed Preventive Maintenance adjustments, and a description of any defects found, and corrective actions taken to accomplish necessary repairs. The report shall include details of any equipment performance observed during the inspection that may adversely affect the safety of personnel, continuity of building service, or be in violation of codes or environment conditions. The report shall be submitted to the COTR not later than thirty (30) calendar days after completion of the work.

C.5.2.2.2.2 The Contractor shall ensure all test work shall conform to the original Installation Design Specifications and Drawings, as well as manufacturer's instruction manuals and test recommendations for each particular piece of equipment. All tests on the Building Electrical Distribution System equipment shall conform to the latest applicable approved industry standards and federal, state and local governments, and including but not limited to the following (most current) publications:

a. National Fire Protection Association (NFPA)
b. American National Standards Institute (ANSI);
c. National Electrical Manufacturers Association (NEMA)
d. American Society for Testing Materials (ASTM)
e. Institute of Electrical and Electronics Engineers (IEEE)
f. National Electrical Code (NEC)
g. National Electrical Testing Association (NETA)
h. Insulated Power Cable Engineer Association (IPCEA)
i. Occupational Safety and Health Administration (OSHA); and
j. Testing and Maintenance of Electrical Distribution System

C.5.2.2.2.3 The Contractor shall ensure that all testing and Preventive Maintenance (PM) of the building's electrical distribution system is performed by a journeyman electrician whose qualifications to perform such work have been verified by the Contractor.

C.5.2.2.2.4 The Contractor shall calibrate the test equipment prior to use, and the written results of such calibration shall be provided to the COTR prior to the actual test performance. A certified testing company that has experience in performing instrument testing and calibrations shall perform calibration.

C.5.2.2.2.5 The Contractor and subcontractor personnel shall be qualified to perform all electrical system testing and PM requirements. The Contractor's Property Manager shall make the determination as to whether the staff personnel or subcontractor to

provide the PM testing, are qualified to perform such work, and provide this determination in writing to the COTR prior to performing any such work. The following also applies:

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

C.5.2.2.2.6 Log Sheets

At the commencement of Contract performance, the Contractor shall complete the log sheets and establish with design condition numbers (usually in the first column), for reference against actual readings at the time, tours are performed. The Contractor may, at its own option and with the consent of the COTR, elect not to use paper log sheets of readings for equipment monitored and data logged by the BAS if such monitoring and data logging provides a sufficient database for analysis of trends in equipment performance and troubleshooting.

C.5.2.2.2.7 Building Tours

The Contractor shall conduct tours which shall involve observing and inspecting operating equipment for proper operation, turning equipment on or off and making minor adjustments to equipment throughout the building. The Contractor shall conduct mechanical tours in the building including common and any special areas identified in this Contract. Tours shall occur at least once per shift. The Contractor shall also inspect common area spaces during these tours and document and correct deficiencies in the same manner. Additionally, on a monthly basis, Contractor shall inspect tenant spaces for deficiencies and correct accordingly. The Contractor shall conduct at a minimum the following tours:

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

C.5.2.2.2.8 HVAC and Domestic Water Report

The Contractor shall send a daily report to the COTR and the DGS Facility Management Divisions Operations Unit via email and phone (202) 698-1750) of the overall environmental condition of the Facility specifying:

a. Domestic hot water temperatures
b. Boiler equipment status (Heat/No Heat)
c. Chiller equipment status (Cooling/No Cooling)
d. Specific problem description (noting exact equipment failures)
e. Expected resolution
f. Specific occupied areas (office areas, classrooms, meeting/gathering spaces, etc.) without HVAC
g. Any additional pertinent information, including the status of any HVAC related equipment that may prevent the building from opening on schedule

This report shall be submitted within one (1) hour of the start of the facility Hours of Operation and vendor shall work without delay to get the facility back on-line and adequately conditioned by the start of Normal Occupant Work Hours.

C.5.2.2.2.8.1 **Work Orders**

The Contractor shall schedule and record tours as work orders. The Contractor shall:

a. Enter these work orders in the Salesforce
b. Complete the respective work order right after the completion of the tour
c. Enter all findings noted during the tour as remarks on the work order
d. Immediately enter all deficiencies noted as follow-on work orders of appropriate types

C.5.2.2.2.8.2 At the time of the tours, the Contractor shall complete the log sheets associated with major operating equipment.

C.5.2.2.2.8.3 **Tour Work Assignment Sheet**

Within ten (10) days of Contract award (or within such other time frame specified by the COTR), the Contractor shall develop and submit as a part of their BOP **Section C.5.2.1.5** submission a sample Tour Work Assignment Sheet, which shall describe the work to be performed, or inspections to be made, on each piece of equipment toured.

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

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

C.5.2.2.2.8.4 **Operating Logs and Tour Check Sheets**

The Contractor shall maintain operating logs at the site of each piece of equipment located in all mechanical rooms. The Contractor shall adequately record information on the logs in order to track the operating hours and performance history of the equipment. The Contractor shall station all tour check sheets at major points for building Tours (i.e., air handler rooms). The Contractor shall check when

these Tours are performed. The Contractor shall incorporate into the Building Operating Plan all Log forms, Tour check sheets and Operator Assignment sheets.

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

C.5.2.2.3 **Automated Logs and Check Sheets**

The Contractor shall automate operating logs through use of BAS data logging capabilities. This action will eliminate the need for manual operating logs if the data logs are used to generate reports showing the history and trends in equipment performance. The Contractor shall develop and schedule any supplemental work or change in equipment maintenance resulting from the BAS trends data analysis. The Contractor shall describe the system of operating logs and tour documentation in the Building Operating Plan.

C.5.2.2.4 **Operational Maintenance and Repair (OM&R) Logs**

C.5.2.2.4.1 The Contractor shall maintain an OM&R log book to be kept in a designated office in the Facility (to be approved by the COTR) indicating what equipment is operational, what equipment is secured, for repair or Preventive maintenance, and the weather forecast along with current outside air temperature readings every two (2) hours. The log shall include or record temperature readings of all major equipment currently operating with operator/engineer comments pertaining to building operations during his/her tour of duty and note critical conditions in red ink and a section for comments specific to the operation of the equipment and weather conditions.

C.5.2.2.4.2 All individuals, upon reporting for duty, are to read and initial the logbook from the previous sheet.

C.5.2.2.4.3 A separate logbook should be kept in the (boiler/chiller) room annotated with readings taken (per manufacturer specifications) every two (2) hours.

C.5.2.2.5 **Leak Testing**

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

C.5.2.2.5.1 **Non-Destructive Tube Cleaning and Testing**

The Contractor or Subcontractor shall mechanically clean and “Eddy Current” Testing of all tubes on all the Facility’s heat exchangers including all condenser, evaporator, pre-coolers, economizers, and oil cooler system tube bundles. The Contractor shall notify the COTR when visual inspection of tubes can be conducted prior to "closing up" of the equipment.

C.5.2.2.5.1.1 The Contractor shall provide the COTR the results of all Non-Destructive Tube Cleaning testing not later than ten (10) days after test completion.

C.5.2.2.6 **Posting Operations Instructions**

Within ten (10) days of Contract award (or within such other period specified by the COTR), the Contractor shall develop specific operating instructions for the equipment operating instructions and tour inspection checklists. Once approved by the COTR, the Posting Operations Instructions shall be posted next to the equipment in all mechanical rooms, as applicable to equipment in the given room. For major mechanical rooms this may consist of a binder maintained in a conspicuous and accessible location. The operating instructions shall correspond with operating instructions of the original equipment manufacturer and the sequence of operations descriptions in the BOP, **Section C.5.2.1.5**, and shall correlate with sequences programmed in the BAS.

C.5.2.2.7 **Roof Inspections**

The Contractor shall perform semiannual roof inspections in accordance with Public Buildings Maintenance Guides and Time Standards (January 1995) and the stricter instructions provided by the manufacturer. The Contractor shall develop and provide to the COTR a written report in accordance with manufacturer specifications, based on type of roof or roofing system, no later than ten (10) working days after the roof inspection. The Contractor shall take all steps to protect and maintain the roof warranty. The Contractor shall provide minor patches or flashing repairs pursuant to the repair provisions in the Repairs and Repair Classifications sections. Within ten (10) days of Contract award (or within such other period specified by the COTR), the Contractor shall develop specific operating instructions for the equipment operating instructions and tour inspection checklists. Once approved by the COTR, the Posting Operations Instructions shall be posted next to the equipment in all mechanical rooms, as applicable to equipment in the given room. For major mechanical rooms this may consist of a binder maintained in a conspicuous and accessible location. The operating instructions shall correspond with operating instructions of the original equipment manufacturer and the sequence of operations descriptions in the BOP, **Section C.5.2.1.5**, and shall correlate with sequences programmed in the BAS.

C.5.2.2.8 **Equipment Inventory**

Any descriptions and locations of systems are meant to be representative of major equipment and systems at such facilities but in no way should be interpreted as a complete list of each building system. Equipment not listed, not requiring servicing under the service and maintenance schedules, is also to be considered a part of this Contract. The Contractor shall develop and submit a complete accurate building inventory to the COTR not later than thirty (30) days after Contract award. The Equipment Inventory shall provide a listing of equipment and systems installed in the building, systems that require preventive maintenance, in addition to service call and repair performance. The Contractor's Equipment Inventory shall include or address at a minimum the following:

a. Ensure that the inventory lists all items requiring Preventive Maintenance, although certain generic items found in large quantities such as fire extinguishers and light fixtures may be listed as multiple units on one inventory record (e.g., per room or other logical unit of space);
b. Schedule maintenance for equipment that is generally listed as multiple units on one inventory record and have different service dates;
c. Record each maintenance service date on the inventory record;
d. Record all available asset tag information that may have been previously missing from the inventory;
e. Complete all data fields as directed by the COTR;
f. Maintain a copy of the current equipment inventory in the Building Operating Plan;
g. Maintain inventory records in "SalesForce" and C-WOMS as approved; and
h. Adhere to naming conventions and other data definition standards indicated by the District.

C.5.2.2.8.1 The Contractor shall maintain the equipment inventory of the Facility during the period of the Contract. The Contractor shall also update the inventory as equipment is added, replaced and or deleted from the building, and shall validate the equipment inventory by the end of each year of performance.

C.5.2.2.8.2 The Contractor shall be responsible for any damage to the equipment arising from wrongful acts or acts of negligence by the Contractor's employees, subcontractor/sub consultants or its "agents" and shall immediately report any such damage to the COTR.

C.5.2.2.8.3 The equipment inventory list does not contain information on underground utility systems, which are also the Contractor's responsibility. The Contractor as required under the Preventive Maintenance section of the Contract shall verify this list. The Contractor shall have an opportunity to amend this inventory after Contract award, as described herein.

C.5.2.2.9 WOMS Building Equipment Inventory and Labeling

C.5.2.2.9.1 General Equipment Inventory & Labeling

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

C.5.2.2.9.2 Inventory and Labeling Work Stoppage

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

C.5.2.2.9.3 **Inventory Accuracy**

Within the sixty (60) days of Contract award, the Contractor shall verify the equipment inventory and enter all data required in the Salesforce. The Contractor shall ensure that Salesforce is properly maintained, accurate, and up to date at all times throughout the life of the Contract. Equipment changes and/or equipment numbers shall be entered into Salesforce as they change and or accrue. The Contractor shall submit to the COTR a monthly updated inventory for review.

C.5.2.2.9.4 **Discontinued Equipment**

Items that no longer exist or are abandoned in place ("decommissioned"), shall be documented as such on the Equipment Inventory and receive no equipment numbering and or labeling.

C.5.2.2.9.5 **Tag Installation**

C.5.2.2.9.5.1 The Contractor shall install identification tags on all equipment inventoried. Tags shall be installed in such a manner that all tags are easily identified and legible. Tags installed above ceilings shall be legible from a stepladder. The Contractor shall produce all tags in such manner that numbering, and information are permanently legible. They shall be stamped with the correct equipment number as indicated in Salesforce and shall include the date of inventory commissioning.

C.5.2.2.9.5.2 The Contractor shall affix tags permanently to inventory items (air handlers, AC units). Where applicable, the Contractor shall attach tags using chains or industrial strength adhesive to items that otherwise would be damaged by screwing or drilling (e.g., valves, ductwork, or pipes).

C.5.2.2.9.5.3 The Contractor shall submit samples of tags to be used to COTR for approval prior to installing on inventory items within ten (10) days of Contract award; sample shall be accompanied by signage specifications for each tag. Tag sizes shall be able to accommodate 1/4-inch block letters & numbers. If inventory items have been previously tagged or marked other than above specifications, it shall be the responsibility of the Contractor to remove all old identification markings, and install new tags using the correct equipment specifications, as approved by COTR. When painting over old numbers or markings, new paint shall match the existing item paint color. If the equipment currently has a tag on it, the Contractor shall verify the equipment number(s) as correct, the tag mounting as correct, and that proper equipment information has been recorded in the equipment history file. If duplicate equipment numbers are found, unmarked equipment is located, or several different equipment numbers are found on one item it will be the Contractor's responsibility to notify the COTR to resolve the numbering conflict so that the Contractor may properly number said items. If the equipment has EMCS numbers on it, that number will be noted as such.

C.5.2.2.9.5.4 The tags are to be inconspicuous in areas and places where they are not visible to residents or public; Such as fire doors and main entrance doors the tag shall be placed on the side between the hinges next to the door jam and not interfering with

the proper operation of the door. This will place the tag out of sight when the door is closed. Instances where the tag cannot be hidden from view, the Contractor shall obtain approval from the COTR prior to installation. For visible Fire Alarms, Fire Extinguishers and Fire Alarm Pull Stations, it is not necessary to duplicate what is already clearly pre-printed by the manufacturer, a tag is not required.

C.5.2.2.9.5.5 In the event there is equipment that has more than one equipment number associated with it, during the course of the tagging process, the Contractor shall list all appropriate PM equipment numbers.

C.5.2.2.10 Property Records

C.5.2.2.10.1 Within fifteen (15) days of Contract award (or within such other time frame specified by the COTR), the Contractor shall develop and submit samples of the forms, records, reports, and files the Contractor intends to utilize and keep on-site, to document both the inspections conducted by the Contractor and necessary corrective action taken (as appropriate). Copies of all QCP related to inspection reports and other documents shall be made available to the COTR when requested. The Contractor shall maintain all such documents for the life of the Contract, unless waived by the COTR.

C.5.2.2.10.2 Within sixty (60) days of Contract award, the Contractor shall transfer property records for the Facility into Salesforce. The property record shall include records of the date, type, and amount of service for repairs and improvements and operating and maintenance. The Contractor shall maintain the property records on Salesforce.

C.5.2.2.10.3 The Contractor shall maintain all aspects of the Computer Assisted Design (CAD) program for the Facility. The Contractor shall develop a method to organize, manage, and keep the CAD files accurate and up to date.

C.5.2.2.10.4 The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices that sufficiently and properly reflect all revenues and expenditures of funds provided by the District.

C.5.2.2.10.5 The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the Contract for a period of no less than five (5) years ***after*** Contract closeout. In the event of an audit, and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation, which may be based on the terms of the Contract.

C.5.2.2.10.6 The Contractor shall ensure that these records shall be subject at all reasonable times to inspection, review, or audit by District, or other personnel duly authorized by the District. Persons duly authorized by the District shall have full access to and the right to examine any of the Contractor's Contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long

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

C.5.2.2.11 Warranties and Warranty Management

C.5.2.2.11.1 Warranties

The Contractor shall contact installers or manufacturers, as appropriate, for work that is covered under a warranty, and maintain records of warranty service. The Contractor shall avoid actions, which would invalidate a warranty, unless such actions were brought to the attention of the COTR, and written direction to proceed irrespective of the warranty consequences was provided by the COTR. If an installer or manufacturer fails to comply with the terms of a warranty, the Contractor shall immediately notify the COTR, who will determine whether the Contractor should commence

C.5.3 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. All operations and maintenance shall be performed with a spirit of cooperation.

C.5.3.1 Service Call Program

The Contractor shall develop and operate a service call program to include, at a minimum the following and 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;
d. Written and verbal request from the COTR; and
e. Work order tickets generated through the use of Salesforce.

C.5.3.1.1 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.5.3.1.2 At a minimum, the Contractor shall perform an analysis of the problem, and adjustment of operating or monitoring controls or other immediate corrective action.

C.5.3.1.3 Emergency Service Calls

C.5.3.1.3.1 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, (365) days a year. The Contractor shall provide response times in accordance with the following:

a. Respond and arrive on-site 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 people or property;

b. Respond and arrive on-site within two (2) hours (and within fifteen (15) minutes by telephone) 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.5.3.1.3.2 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.5.3.1.3.3 The hourly emergency rates outlined in **Section B.3** 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 its power to prevent any catastrophic or simple failure, such type of callback may be reimbursed.

C.5.3.1.4 **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 Working Hours; and
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 day, the Contractor shall respond no later than the following day, unless that day falls a District Holiday, in which case, the day following such Holiday will be the deadline for responding to the call.

C.5.3.1.4.1 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.5.3.1.4.2 The District reserves the right to modify the Contractor's required non-emergency service calls response time.

C.5.3.1.4.3 Failure to comply with the non-emergency service call requirement may be cause for the CO to have the work performed by others and the cost of such work may be deducted from the payment due to the Contractor.

C.5.3.1.5 **Salesforce Work Orders**

The Contractor shall utilize the District's "SalesForce" system as defined and described in **Section C.5.8.2**. The "SalesForce" 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 SalesForce.

C.5.3.1.6 **Service Call Desk/Telephone Orders**

C.5.3.1.6.1 **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.5.3.1.6.2 **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 "SalesForce" (and a WOMS, if needed and approved).

C.5.3.1.6.3 **Tenant Request Line**

In addition to working within the "Salesforce" 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 "Salesforce" system and resolved accordingly. The Contractor shall enter requests for service and service calls into the "Salesforce" system, all calls received through the tenant request line shall be resolved accordingly.

C.5.3.1.7 **Service Calls and Repairs**

C.5.3.1.7.1 The Contractor shall respond to Service Call requests made by the COTR and shall perform Repairs when deficiencies are documented or reported to the COTR.

C.5.3.1.7.2 A requirement to perform a Repair may result from the analysis stage of a Service Call. If corrective action is required as a result of a service call and the Contractor cannot complete the service call within the established deductible threshold, the COTR ***may*** reclassify the repair to a Supplemental Repair in accordance with **Section C.5.20**. Service calls shall not be re-classified to repairs without authorization of the COTR. The Contractor shall notify the District of each necessary repair and shall keep the COTR informed of the status of each incident.

C.5.3.1.7.3 The Contractor shall respond to and perform service calls, and initiate Supplemental Repairs, as described in **Section C.5.20** as determined necessary, following procedures described herein. If Supplemental 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 repairs, the Contractor shall do so immediately.

C.5.3.1.8 Service Call Documentation

C.5.3.1.8.1 Service Maintenance Report

Within ten (10) days of Contract award (or within such other time frame specified by the COTR), 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.5.3.1.8.2 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 below.

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

C.5.3.1.8.3 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 WOMS as described in **Section C.5.8.2** 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 WOMS 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.5.3.1.9 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 thirty (30) minutes (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.5.3.1.9.1 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.5.3.1.9.2 Pricing

The Contractor shall include all Repairs performed as Emergency Service Calls in the Contractor's proposal and priced the same as other Repairs. If an act of God or something other than an equipment failure caused the emergency, where the COTR determines that the Contractor did everything in its power to prevent any catastrophic failure, such type of callback may be on a Supplemental basis if approved by the Contracting Officer.

C.5.3.2 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 its concerns to the COTR and maintain conditions as close to the modern standards as possible given the existing equipment of the building.

C.5.3.2.1 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. 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.5.3.2.2 Lighting

C.5.3.2.2.1 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 101-20; however, light quality, specific tenant requirements, and other individual factors affect requirements. The COTR shall direct any special conditioning requirements (e.g., computer rooms).

C.5.3.2.2.2 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 WOMS. Immediately following a tenant complaint, the Contractor shall report to the COTR lighting level problems caused by design or tenant location.

C.5.3.3 Disruptions to Tenant or Facility Service

C.5.3.3.1 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; and

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.5.3.3.2 Requesting Utility Companies to Connect or Disconnect

C.5.3.3.2.1 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.5.3.3.2.2 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.5.3.3.2.3 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.5.3.3.3 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.5.3.3.4 Disruptive or Hazardous Tools

C.5.3.3.4.1 The Contractor shall obtain written approval from the COTR of the Contractor's use of impact tools and power-actuated tools during Normal Occupant Working Hours.

C.5.3.3.4.2 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 be performed.

C.5.3.3.5 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.5.4 ELECTRICAL SERVICES

The Contractor shall possess and maintain a working knowledge of the Facility's electrical and lighting systems and provide the required maintenance and repairs for such system's continued optimal operation.

C.5.4.1 Electrical Distribution System

The Contractor shall provide all labor, parts and material, perform all work, furnish all accessories and perform the required services necessary to inspect, test, maintain and repair the Facility's electrical distribution system, including at a minimum the Uninterruptible Power System ("UPS"), substations, power transformers, switchgear, control panels, circuit breakers, control relays, and all other associated switchgear components, switchgear subsystems, and interconnecting systems, including all associated dry and wet transformers.

C.5.4.1.1 Operation

The Contractor shall ensure that electrical and lighting services provided conform to the frequencies and tasks described in the International Electrical Testing Association ("NETA") Maintenance Testing Specifications for Electrical Power Distribution Equipment and Systems ("NETA Maintenance Testing Specifications") provisions and approved by the District's Department of Buildings ("DOB").

C.5.4.1.1.1 Test Report of Inspection and Testing

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

C.5.4.1.1.1.1 The Contractor shall explain and obtain prior written approval from the COTR for any potential deviations from the mandatory NETA Maintenance Testing Specifications standards a minimum of two days prior to the test.

C.5.4.1.1.2 Thermographic Scanning of Electrical Equipment

The Contractor shall perform thermographic scanning of all electrical breakers including distribution panels, switchgear, and motor control centers and other applicable electrical equipment every three (3) to five (5) years, or in accordance with manufacturer specifications. If thermographic scan has not been performed within the past three (3) years, Contractor must perform this within the first six (6) months of the base year of performance under this Contract. If the building is newly constructed, baseline frequency for thermographic scanning will be established according to original commissioning dates for electrical systems. The Contractor shall perform the thermographic scan while equipment is loaded. The Contractor shall ensure appropriate safety precautions are taken while loading equipment.

C.5.4.1.1.2.1 Thermographic Reporting

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

C.5.4.1.2 Uninterruptible Power System (UPS)

Some UPS are maintained by tenant occupants. Should an UPS in a facility be designated for maintenance by the Contractor under the terms of this contract, the Contractor shall connect uninterruptible power supplies to all critical control system computers, routers, hubs, switches and controllers that are located in electrical closets, telephone closets, and maintenance office or in accessible locations of mechanical rooms. The Contractor shall also ensure the battery capacity of the UPS is charged sufficiently to maintain power to the systems it supports for a minimum of thirty (30) minutes in the event of an outage.

C.5.4.1.3 Maintenance

The Contractor shall perform maintenance on the Facility's electrical distribution system as needed including the use of the supplemental standard NFPA 70B, where supplemental guidance is necessary or for equipment or conditions not adequately described in the NETA Maintenance Testing Specifications. The Contractor shall not use the PBS standards for electrical testing and maintenance.

C.5.4.1.3.2 Preventive Maintenance

The Contractor shall furnish all labor, parts and material, perform all work, furnish all accessories and do everything that is necessary to ensure all the electrical distribution system equipment is in good working order, utilizing materials of like design and composition to those originally supplied and installed with skilled technicians skillfully fitted and properly connected. The Contractor shall perform the required Preventive maintenance services for the Facility's electronic distribution system in accordance with the manufacturers' specifications and the D.C. Code and the National Fire Protection Association Fire Protection Code; at least annually or directed by the COTR.

C.5.4.1.3.2.1 Preventive Maintenance Schedule

The Contractor shall include all electrical distribution system, inspection of UPS, switchgear and associated equipment Preventive maintenance activities in the Preventive Maintenance Schedule as described in **Section C.5.2.1.8.6**.

C.5.4.1.4 Repair

The Contractor shall repair, replace, or upgrade Facility electrical equipment as necessary to maintain optimal performance.

C.5.4.1.4.1 Replace or Upgrade Report

The Contractor shall develop and submit a Replace or Upgrade Report to identify and describe the Facility's electrical equipment requiring repair or replacement. The Contractor shall initiate recommendations contained in the Replace or Upgrade Report only as authorized in writing by the COTR unless the District determines the deterioration of equipment is caused by maintenance or operational errors or omissions by the Contractor.

C.5.4.1.5 Skilled Technician

The Contractor shall ensure that all testing, maintenance, and repair services of the Facility's electrical distribution system is provided by electricians possessing a valid Journeyman Electrical License, issued by DOB BLRA. In addition, the Contractor shall retain a NETA member firm to perform inspection, testing and maintenance services as required.

C.5.4.2 Emergency Generators

The Contractor shall furnish all labor, parts and material, perform all work, furnish all accessories and do everything that is necessary to ensure all emergency generator system equipment is in good working order, utilizing materials of like design and

composition to those originally supplied and installed with accurate workmanship, skillfully fitted and properly connected.

C.5.4.2.1 Operation

The Contractor shall ensure that all emergency generator system work is performed in accordance with DOB's codes and regulations including obtaining all licenses and permits required by the DOB BLRA to conduct emergency generator services. The Contractor shall test and maintain electrical equipment associated with the Facility's emergency generators in accordance with the NETA Maintenance Testing Specifications and the National Fire Protection Association ("NFPA") 110 for a Level 1 Emergency Power Supply System ("EPSS").

C.5.4.2.2 Testing

The Contractor shall conduct tests of the Facility's emergency generators during Normal Working Hours. Should the testing be disruptive to facility operations, the Contractor shall perform testing at a time determined by the COTR and at no additional cost to the District.

C.5.4.2.2.1 Weekly & Monthly Testing Requirements

The Contractor shall conduct start/run tests without interruption to the Facility's emergency generators. The Contractor shall test run the emergency generator for thirty (30) minutes each week, without load, and shall test run the emergency generator under load conditions for one (1) hour each month by transferring one automatic transfer switch. The Contractor shall coordinate and obtain advance approval from the COTR for the timing of such tests. The Contractor will transfer a different transfer switch each quarter (if applicable) to verify their operation. The Contractor shall also test all associated switches, timers, and automatic functions during each generator test.

C.5.4.2.2.1.1 The Contractor shall submit the results of the weekly test within five (5) days following the test's completion.

C.5.4.2.2.1.2 The Contractor shall submit the results of the monthly load test within five (5) days following the test's completion.

C.5.4.2.2.2 Annual Testing Requirements

On an annual basis, the Contractor shall conduct a test of the emergency generator and the entire emergency distribution system by interrupting power to the Facility. The Contractor shall coordinate and obtain advance approval from the COTR for the timing of the annual test, which DGS will require to be done during the warm months. The Contractor shall provide the COTR with the results from the emergency generator tests within five (5) days of testing.

C.5.4.2.3 Maintenance

The Contractor shall maintain all emergency generator system equipment in satisfactory working condition at all times including exercising the emergency generator for a 30-minute period, every week.

C.5.4.2.3.2 **Preventive Maintenance**

The Contractor shall furnish all labor, parts, and material, perform all work, furnish all accessories, and do everything that is necessary to ensure all emergency generator system equipment is in good working order. The Contractor shall perform the required annual Preventive Maintenance services below in accordance with the Contractor's approved Preventive Maintenance Program, **Section C.5.2.1.8** the manufacturers' specifications, the D.C. Code and the National Fire Protection Association Fire Protection Code. The Contractor shall, at a minimum, comply with all manufacturer's recommendations and requirements for preventive maintenance and perform the following to the extent applicable:

a. Clean, adjust or replace the spark plugs for gasoline generators. Check and pop test injectors and check and set timing for the diesel generator;
b. Clean, adjust and replace the ignition condensers and points for gasoline generators. For diesel generators, the timing is to be checked and set.
c. Lubricate the entire equipment and change oil at least once a year or more if the generator's running time is more than fifty (50) hours;
d. Inspect the fuel tanks and lines for the purpose of determining if excessive sludge or rust is collecting. If so, fuel tanks and fuel lines shall be cleaned, and all filters and sediment bowls shall be cleaned or changed as required by the manufacturer;
e. Check and report the condition of the entire generator fuel and cooling system for fuel or water leaks;
f. Check and report the condition of the batteries, charge them if necessary and report if replacement is needed;
g. Clean and refill the air cleaner or change elements as required;
h. Check the brushes on the generator for proper setting and operation on a quarterly basis;
i. Clean the commutator and slip rings on a quarterly basis;
j. Check the automatic transfer switch for proper operation and clean the contacts and lubricate all moving parts on a quarterly basis;
k. Check all instruments for proper operation on a quarterly basis;
l. Add antifreeze as required by the manufacturer;
m. Adjust all controls on a quarterly basis;
n. Conduct necessary tune-ups and valve adjustments on a quarterly basis;
o. Instruct the District's maintenance staff, in regard to operating and the upkeep procedures, once during the term of the contract;
p. Run the generator set once a week and conduct test(s) under load when practical;
q. Submit a report for each generator to the COTR for each inspection and provide recommendations for improvement or replacement, if any;
r. Perform a load bank test on the generator(s) as requested by the COTR and billed as a Supplemental repair;
s. Provide labor, material and equipment to clean, adjust, repair or replace any defective or improperly operating device or equipment as ordered by the COTR;
t. Perform any routine additional maintenance work to keep the emergency generator in good operating condition;

u. Maintain all emergency generator system equipment in satisfactory working condition at all times. Additional emergency generator system equipment which is not covered by this contract may be added by change order(s);
v. Clean, adjust and oil, if and when necessary, every component part of equipment involved during the first site inspection of the emergency generator system; maintain emergency generator system in satisfactory operating condition;
w. Ensure that no change in programming of the emergency generator system is made without authorization from the COTR; and
x. Ensure that all local emergency generator system work is deemed satisfactory at all times. All emergency generator system repairs shall be accomplished within twenty-four (24) hours upon notification by the District. If parts with a long lead time have to be ordered for any repair work, inform the COTR and obtain approval in writing for the delivery schedule of parts involved in the repair work.

C.5.4.2.3.2.1 Preventive Maintenance Schedule

The Contractor shall include all emergency generator Preventive Maintenance activities in the Preventive Maintenance Schedule as described in **Section C.5.2.1.8.6**.

C.5.4.2.4 Repair

The Contractor shall repair any malfunctions or replace defective parts of the emergency generator system as quickly as possible in order to minimize the down time of emergency generator operation. The Contractor shall also repair all electrical shorts and ensure that all wiring is installed per the National Electrical Code (NEC). The Contractor shall, at a minimum:

a) Inform the COTR of any necessary repairs and replacement of parts beyond the scope of the Basic Services which need immediate attention, including an explanation as to the reason why such repair is recommended;
b) Inform the COTR, by means of written proposal, the cost of repairs of any outstanding defects or adjustments needed to bring any system up to one hundred percent (100%) full operation after the annual condition report, routine Preventive Maintenance, and after any call for emergency service;
c) Complete emergency generator repairs within twenty-four (24) hours following notification by the COTR; and
d) Inform the COTR and obtain written approval for the delivery schedule for needed parts requiring long lead times.

C.5.4.2.4.1 Defect Notices

The Contractor shall commence work within twenty-four (24) hours following its receipt of a "Defect Notice" for repairs required by the District. The Contractor shall provide copies to the COTR of all approved, failed, and inspection reports from DOB within 24 hours after a notification was issued by DOB. If there is evidence that the Contractor has failed to remove the defect(s) noted in the "Defect Notice", then, upon the District's receipt of a second (2nd) notice from DOB, the

District may take over the work and have it accomplished by another Contractor(s) and the cost of the work will be deducted from the payment due to the Contractor to the extent that it is determined that such work is within the scope of this Contract.

C.5.4.2.4.1.1 Report of Compliance

The Contractor shall submit a Report of Compliance to the COTR within twenty-four (24) hours of completing the required repair.

C.5.4.2.4.2 Materials

The Contractor shall ensure that all parts and materials used for repairing the emergency generator systems equipment (including all lubricants, oils, greases, preservatives, cleaning materials, antifreeze, filters, controls, belts, hoses, engines and generator parts) are of the type and grade recommended by the respective equipment manufacturer, the existing equipment or approved equal to meet the minimum Federal specifications. The Contractor shall ensure that parts obtained from another source other than the original manufacturer are approved in advance by the COTR. The Contractor shall supply all diesel and or other fuel for generator operation and ensure it is topped off at all times. The Contractor shall check and maintain fuel and fluid levels per manufacturer's PM recommendations.

C.5.4.2.4.3 Standards

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

C.5.4.2.4.4 Replacement Items

The Contractor shall maintain, at all times, an ample and complete stock of the original manufacturer's replacement parts sufficient for maintenance, Section **C.5.4.2.3** and repairs, **Section C.5.4.2.4** of all emergency generator systems. The Contractor shall ensure that all new parts are genuine products of the original manufacturer of the particular emergency generator system. The Contractor shall ensure that any part(s) obtained from any source other than the original manufacturer is of like design and comparison to the original manufacturer and approved by the COTR prior to ordering and installation.

C.5.4.2.5 Skilled Technicians

The Contractor shall ensure that all work performed on an emergency generator system is performed by skilled emergency electrical power testing technicians, who are licensed to work in the District and supervised by a Property Operations Manager that is certified by the National Institute Certification of Engineering Technologies (NICET). The Contractor shall ensure that all fieldwork is done by technicians who are licensed in the District of Columbia and certified by the NICET and by mechanics who are fully experienced in the repairs and maintenance of the various types of equipment involved.

C.5.4.4 Lamps and Ballasts

The Contractor shall furnish all labor, parts and material, perform all work, furnish all accessories and do everything that is necessary to ensure all lamps and ballasts is in good working order, utilizing materials of like design and composition to those originally supplied and installed with accurate workmanship, skillfully fitted and properly connected.

C.5.4.4.1 Lamp Replacement

The Contractor shall replace failed fluorescent lamps with new lamps of the same temperature color, and a Color Rendering Index ("CRI") of at least eighty-five (85). For the purpose of re-lamping the main foyer (to the extent required), the Contractor shall demonstrate it has the necessary equipment to re-lamp 25 feet or above.

C.5.4.4.2 Ballast Replacement

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

C.5.4.4.3 Handling and Storage

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

C.5.4.4.4 Recycling

The Contractor shall recycle all lamps through a dedicated pick-up, a mail-in program, a milk run or plan for self-transport. The Contractor shall obtain a Certificate of Recycling from hauler. The Contractor shall maintain Certificates of Recycling on file to document disposal in accordance with the Universal Waste Rule as described in 40 CFR Part 273.

C.5.5 MECHANICAL SERVICES

The Contractor shall possess and maintain a working knowledge of the Facility's mechanical systems and provide the required maintenance and repairs for continued optimal operation.

C.5.5.1 Oil or Gas Burning System and Boilers

The Contractor shall furnish all labor, parts and material, perform all work, furnish all accessories and perform the required services necessary to ensure all oil or gas burning system equipment are in good working order, utilizing materials of like design and composition to those originally supplied, and installed with accurate workmanship, skillfully fitted and properly connected. The Contractor shall provide services for mechanical systems and equipment (including operation, maintenance and repair services for the entire Contract Facility mechanical HVAC system and equipment).

C.5.5.1.1 Operation

The Contractor shall obtain all licenses and permits that may be required from the DOB BLRA, DLCP's Business and Professional Licensing Administration, and the National Board Inspection Code Chapter Inspection of Boiler and Pressure Vessels.

C.5.5.1.2 Maintenance

The Contractor shall provide regular and routine preventive maintenance services for the oil or gas burning systems equipment and boilers, in accordance with such systems equipment manufacturer's recommendations, per the BOCA, applicable D.C. Code provisions and other applicable and related codes, laws and regulations.

C.5.5.1.2.1 Cleaning and Adjustments

The Contractor shall maintain all the mechanical areas under Contract in a clean and orderly manner. The Contractor shall clean, oil and adjust every component part of the system such as the contact points, springs, levers, coils and relays.

C.5.5.1.2.3 Preventive Maintenance

The Contractor shall provide the work described below for all oil or gas burning system equipment within the Facility. The Contractor shall perform work, and maintain the oil or gas burning systems, in compliance with D.C. Codes, National Fire Codes, and other applicable and related laws and regulations. The Contractor shall perform the required Preventive Maintenance needed in order to prevent major systems breakdowns. The Contractor shall, at a minimum, comply with all manufacturer's recommendations and requirements for preventive maintenance and perform the following to the extent applicable:

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

1. Air Switches
2. Aqua stats
3. Automatic Gas Valves
4. Burner Motors
5. Burner Programmers
6. Control and Power Wiring
17. Low Water Cut-off
18. Main Gas Regulator
19. Main Gas Valve
20. Main Shut-off Cock
21. Makeup Water Systems
22. Minor Refractory Repairs

7. Draft Controls
8. Electrodes
9. Flame Scanners
10. Fuel Pumps
11. Fuel Strainers
12. Fuel Valves
13. Gas Checking Cock
14. Gas Pressure Cock
15. Gas Pressure Regulators
16. Gas Pressure Switches
23. Nozzle Assemblies
24. Oil Burner and Control Motor
25. Pressure Gauges
26. Pressure Controls
27. Relays
28. Seal-off Air Leaks Around Boiler and Smoke Pipe
29. Stack Stats
30. Temperature Gauges
31. Transformers
32. Water Feeder
33. Wiring from load side of the junction box on the supply line feeding

f) Adjust all components to obtain maximum operating efficiency and submit an annual report for each unit indicating operating pressure or temperature, excess air in flue gas and flue gas temperature flue gas CO2 and CO levels for both minimum and maximum firing rates. The report shall be submitted to the COTR within thirty (30) days of Contract award;
g) Brush the tubes one (1) time a year during the heating season with a flue;
h) Inspect the fuel tanks to assure absence of any defects or leaks;
i) Prepare oil or gas burners for inspection prior to the heating season, as required by governing regulatory entity(s), License requirements and Inspections; and
j) Inspect each installation and check for proper operation and adjustment, including the cycle of operation, so as to obtain minimum fuel consumption at the beginning of the heating season.

C.5.5.1.2.3.1 **Preventive Maintenance Standards (Summer Clean-Up)**

The Contractor shall perform all work necessary to provide summer clean up, continuous annual maintenance repairs, and emergency services for the oil or gas burning systems at the Facility. The Contractor shall inform the COTR immediately of any repairs that might be needed for proper operation of the burners prior to the start of the heating season.

C.5.5.1.2.3.1.1 The Contractor shall perform the following summer clean up and reconditioning work for Facility boilers:

i. Vacuum and clean boilers, smokestack flues and chimneys including horizontal and vertical runs of flues and smokestacks;
ii. Make minor repairs to the refractories;
iii. Seal all air leaks around all boilers and smoke pipes;
iv. Clean the strainers;
v. Clean the entire burner and lubricate the motor;
vi. Clean and adjust the ignition system;
vii. Clean and adjust all controls;
viii. Inspect for and repair any leaks;

ix. Prepare all boilers for annual boiler inspections and returning boilers into operation; and
x. Adjust burners and controls for maximum efficiency.

C.5.5.1.2.3.2 Annual Inspection of Steel Boilers

The Contractor shall inspect the steel boilers in the summer months of June through August (after the close of the heating season), in order to give time for inspections and for any repairs. The Contractor shall make arrangements with the DOB in regard to the performance and completion of preparing the boilers for inspection, as indicated below.

a. Drain the steel boilers of all water as soon as they are discontinued from use at the end of the heating season;
b. Remove manhole covers (if any), hand-hole plates and washout plugs and thoroughly wash out boilers and remove deposits of mud and scale;
c. Remove plugs from water column connections;
d. Drain, flush out and clean the low water cutouts;
e. Remove and clean stack switches and other controls;
f. Thoroughly clean tubes;
g. Remove the accumulation of soot from the boiler, breeching and base of stack;
h. Thoroughly clean the fire box;
i. Notify the Boiler Inspector when all boilers have been prepared for inspection in the above manner; and
j. Leave the boilers drained and opened until inspected by the Boiler Inspector and shall then close up and fill with water.

C.5.5.1.2.3.3 Annual Inspection of Cast Iron Boilers

The Contractor shall conduct an annual inspection of cast iron boilers to include at a minimum the following:

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

C.5.5.1.2.3.4 Annual Inspection of Condensing Boilers

The servicing should be performed by a qualified installer or service agency trained and licensed to perform annual and routine maintenance on the boiler(s). Inspection and maintenance shall be in accordance with manufacturer specifications, in compliance with local regulations, and shall include at a minimum:

a. Thorough inspection of heating system;

b. Inspect and clean the boiler heat exchanger;
c. Check all boiler wiring and connections;
d. Check water PH levels;
e. Inspect condensate system and clean and flush as necessary;
f. Inspect and clean burner assembly (including igniter and flame sensor);
g. Inspect venting system for blockage, corrosion or deterioration and ensure all joint and pipe connections are tight;
h. Inspect air inlet and vent terminations to ensure they are clear and unobstructed;
i. Check control settings and test operating and safety controls; and
j. Check for proper boiler operation after it has been cleaned and inspected.

The contractor shall without delay address any problems and perform all repairs to ensure optimal operation of the boiler.

C.5.5.1.2.3.5 Preventive Maintenance Schedule

The Contractor shall include all oil or gas burning system and boiler Preventive Maintenance activities in the Preventive Maintenance Schedule as described in Section **[C.5.2.1.8]**.

C.5.5.1.3 Repairs

The Contractor shall ensure that the Facility's oil or gas burning systems and boiler is operating in a satisfactory manner at all times. The Contractor shall, at a minimum, comply with all manufacturer's recommendations and requirements for repairs and perform the following (to the extent applicable):

a) Inform the COTR of any necessary repairs and replacement of parts beyond the scope of the Basic Services which need immediate attention (including an explanation as to the reason why such repair is recommended);
b) Complete oil or gas burning system repairs within twenty-four (24) hours after receiving notification from the COTR;
c) Inform the COTR and obtain written approval for the delivery schedule for needed parts requiring long lead times; and
d) Inform the COTR, by means of written proposal, the cost of repairs of any outstanding defects or adjustments needed to bring any system up to one hundred percent (100%) operation after its required annual condition report and any call for emergency service.

C.5.5.1.3.1 Defect Notices

Upon inspection and receipt of a Defect Notice of repairs required from the DOB's BLRA, the Contractor shall commence work within twenty-four (24) hours of such notification and complete the repairs on or before the date specified in the Defect Notice. The Contractor shall provide copies to the COTR of all approved, failed, and boiler inspection reports from DOB within 24 hours after such notification was issued by DOB. If there is evidence that the Contractor has failed to correct the defect(s) noted in the Defect Notice, then, upon receipt of the second notice, the District may take over the work and have it accomplished by another Contractor(s) and the cost of the work will be deducted from the payment due to the Contractor.

C.5.5.1.3.1.1 Report of Compliance

The Contractor shall submit a report of compliance in response to the Defect Notice to the COTR within twenty-four (24) hours of completing the repair work.

C.5.5.1.3.2 Materials

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

C.5.5.1.3.2.1 Unless otherwise specified in writing, the Contractor's work and services shall conform to all D.C. Codes, National Electrical Codes, and Fire Codes for all materials, design clearances, construction, workmanship, and tests.

C.5.5.1.3.3 Standards

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

C.5.5.1.3.4 Replacement Items

The Contractor shall maintain, at all times, ample and complete stock of replacement items and parts for normal maintenance and repair of all oil or gas burning systems which conforms to the style, size and operation of the existing oil or gas burning system, the D.C. Code, and applicable federal regulations. The Contractor shall have all major replacement items approved by the COTR, prior to installation.

C.5.5.1.4 Skilled Technicians

The Contractor shall ensure that all work is performed by skilled certified oil or gas burning system technicians who are licensed to work in the District of Columbia and supervised by a Project Manager that is certified by the National Institute of Certification Engineering Technologies ("NICET"). Technicians and Project Managers performing, or supervising work can be directly employed or subcontracted by the Contractor.

C.5.5.2 Recalibration of Gauges and Electronic Sensors

C.5.5.2.1 Operation

As applicable, the Contractor shall recalibrate all analog gauges and controls in HVAC systems, no less frequently that annually.

C.5.5.2.2 Pneumatic Control Systems

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

C.5.5.2.3 **Electronic Sensors**

The Contractor shall recalibrate electronic sensors associated with the Building Automation System ("BAS") annually, or within seven (7) days after an issue arises with the sensors. The Contractor shall replace or recalibrate all electronic sensors in accordance with manufacturer's specifications.

C.5.5.2.4 **Pump Alignment**

The Contractor shall measure pump alignment using a dial indicator or laser and correct misalignments. The Contractor shall measure the pump alignment during the base year of performance and every two (2) years thereafter, as applicable. The Contractor will also re-align the pump and motor whenever they are disassembled for repair.

C.5.5.2.4.1 **Letter Report**

The Contractor shall submit a written letter report of the maintenance and or any repair of the pump, within five (5) working days of completion of the pump alignment work and maintain a history of all measurements of alignment for the Facility.

C.5.5.3 **Terminal Boxes**

C.5.5.3.1 The Contractor shall maintain air distribution terminal boxes including VAV boxes, mixing boxes on a fixed preventive maintenance schedule so that disruption to Facility tenants is minimized.

C.5.5.3.2 The Contractor shall develop and provide a protocol to monitor the performance of terminal boxes. The Contractor's protocol shall address at a minimum the monitoring of box performance and performing repairs when needed. The Contractor shall include the proposed protocol as part of Contractor's BOP, **Section C.5.2.1.5**.

C.5.5.3.3 **Maintenance and Cleaning of Terminal Boxes**

The Contractor shall perform maintenance and cleaning of terminal boxes whether identified by the BAS or by visual inspection. The Contractor shall maintain and access fan-powered terminal boxes, to include changing any filters, no less frequently than semi-annually.

C.5.6 PLUMBING SERVICES

The Contractor shall possess and maintain a working knowledge of the Facility's plumbing system and provide the required maintenance and repairs for continued optimal operation.

C.5.6.1 **Plumbing Systems**

The Contractor shall maintain and repair the Facility's plumbing systems including sanitary sewage ejection equipment and systems, steam supply service, heating water, chilled water, steam condensate, and condenser water piping and systems. Typical work activity includes, but is not limited to, the installation and repairs of

toilets, urinals, underground excavation, underground sewer lines, domestic supply mains, drinking fountains, sinks, pumps, valves, controls, pressure vessel repairs and services, hot water generators or heaters, linkage, connecting rods, shafts and bearings, feed water, and circulating pumps and motors, expansion tanks, backflow preventers, strainers, various types of valves, regulators, compressors, electronic controls, various gauges, various sensors, various safety devices, headers, manifolds, bearings, belts, pulleys and motors, and all related components. Services to include all associated plumbing, electrical, and mechanical connections and hardware. The Contractor shall also provide service for the Facility's drainage systems, including but not limited to, copper, plastic, iron and other piping.

C.5.6.1.1 The Contractor must meet and comply with the following requirements:

1. Provide skilled plumbing and pipe certified/licensed technicians to complete specific plumbing and pipe projects in conjunction with emergency equipment failures (which could result in a building closing) or routine plumbing and pipe services, renovations, additions, demolition, fire damage, portable classroom additions, and/or modifications at the Facility;

2. The Contractor shall be responsible for mobilizing labor, equipment, and materials required to perform requested repairs. Work areas must be maintained in a safe condition and cleaned up after completion of work. The Contractor, at its sole expense, must restore any DC facility, property, or equipment damaged by the Contractor to its original condition. Failure to correct damages will result in an assessment by the COTR of the cost to make repairs, which will be deducted from the Contractor's invoice.

3. Provide all materials required to complete the repair in a proper and professional manner. Any "temporary" repairs are to be brought to the immediate attention of the COTR and shall be permanently corrected upon receipt of the part(s). DGS reserves the right to finish a repair that is not completed by the Contractor in a timely fashion. Any cost of such repair by the District shall be deducted from the Contractor's invoice.

4. Materials required to perform the services under this Contract may, in some instances, be specified by the COTR. Any material substitutions must be approved by the COTR in advance and in writing. Use of hazardous materials is strictly prohibited unless authorized in writing by the COTR.

5. Deliver materials and equipment in the original, properly labeled, unbroken packages, containers, cartridges, or bundles and in such quantities and within such ample time that progress of work will not be delayed.

6. Protect materials and products against any damage or deterioration (i) during transit to the site, unloading, delivering, and storing on site, installation, or erection and (ii) during period(s) between installation or erection and final

acceptance by the District. In protecting such materials and products, the Contractor shall, among other things, ensure such items have:

a. Minimum exposure to weather during delivery;
b. Storage off ground in dry, well-ventilated spaces; and
c. Covering, as necessary, for adequate protection from soiling and wetting.

7. Be responsible for safeguarding its materials, tools, and equipment. DGS shall not assume any responsibility for vandalism and/or theft of materials, tools, and/or equipment.

8. To the extent that any repair work may require the Contractor to provide prints/drawings, specifications and scopes of work to the COTR, such deliverables, must be approved by the COTR prior to performance.

9. When troubleshooting problems, the Contractor shall: (i) identify the cause of the problem; (ii) identify the components affected; and (iii) conduct the repair in a professional and timely manner for any units, plumbing equipment, excavation, electronic controls, and/or any other component that makes up the plumbing and pipe system to include any associated mechanical, plumbing, and electrical/electronic connections.

10. Notify the COTR of any conditions that potentially could cause a problem without preventative maintenance intervention.

11. All work performed on systems under this Contract may require the Contractor to perform acceptance testing, in accordance with local code, to ensure they are fully operational.

12. All work shall be subject to inspection by one or more representatives of DGS and or applicable District regulatory agency. Any work that has not been completed in compliance with approved specifications or that has not been in compliance with local code requirements will be corrected at the Contractor's sole expense (and at no additional cost to the Department).

C.5.6.3 Backflow Prevention Devices

The Contractor shall maintain all applicable certifications of backflow prevention devices as prescribed by District of Columbia laws, ordinances, and regulations, and the requirements of DC Water.

C.5.6.3.1 Backflow Preventers/Pressure Vessels *(when and where applicable)*

The Contractor shall perform inspection, testing, and calibration of backflow preventers annually. The Contractor shall have all facility pressure vessels inspected annually by a certified inspection firm. The Contractor will notify the COTR not less than 72 hours prior to any testing or inspection of backflow preventers or pressure vessel.

C.5.6.3.1.2 Backflow Preventers and Pressure Vessels Results Report

The Contractor shall provide the results of all inspections, testing, and calibrations of backflow preventers and pressure vessels to the COTR immediately afterwards and update the appropriate equipment history file as part of the PM program requirements upon completion.

C.5.6.3.2 Skilled Technicians

The Contractor shall ensure that only staff who have at least one (1) year experience in performing this service perform all backflow preventers and pressure vessels' work. The Contractor shall provide evidence of this experience to the COTR within thirty (30) days after Contract start date, if applicable, or five (5) business days prior to commencement of work by retained subcontractor.

C.5.6.4 Drain Traps

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

C.5.6.5 Roofing and Storm Drainage

The Contractor shall maintain and repair the Facility's roofing, guttering, glazing, and storm drainage equipment and systems to ensure optimal performance.

C.5.6.3.5.1 Rainwater Cistern and Grey Water Systems *(when and where applicable)*

The Contractor will operate, systems and maintain rainwater storage systems and building gray water service.

C.5.7 ELEVATORS, LIFTS, AND ESCALATORS

The Contractor shall possess and maintain a working knowledge of the Facility's elevators, lifts and escalators and provide the required maintenance and repairs for their continued optimal operation.

C.5.7.1 Elevator

C.5.7.1.1 Operation

The Contractor shall possess and maintain all licenses and permits required from the DOB BLRA and the D.C. Code and regulations that are stipulated by DOB through the life of the Contract. The Contractor shall provide the services for elevator equipment in accordance with the equipment manufacturer's recommendations, BOCA, applicable D.C. Code, and regulations.

C.5.7.1.1.1 Testing

The Contractor shall conduct at a minimum the following tests of the Facility's elevators, lifts, and escalators:

C.5.7.1.1.1.1 Bi-weekly and Monthly Inspections

The Contractor shall conduct bi-weekly inspections of all elevators, escalators, and lifts with generator field controls and monthly inspections to all other elevators, escalators, and lifts to assure proper operation. The Contractor shall ensure that all elevator and related work conforms to the applicable DC Codes and regulations including obtaining all licenses and permits required by DOB BLRA and the manufacturer's operations manual.

C.5.7.1.1.1.2 Safety Tests

The Contractor shall conduct safety tests with District personnel, or other persons employed for that purpose. The Contractor shall schedule and conduct inspections and tests (semi-annual, annual, five-year test, group supervisory control system test, fire alarm test) as stipulated in the manufacturer's operations manual. The Contractor shall conduct safety tests, as required by ASME A17.1 and witnessed by a District elevator inspector or an approved third-party inspector.

C.5.7.1.1.1.2.1 The Contractor shall remove any elevator from service if any condition is disclosed during the safety tests that constitutes a safety hazard to either elevator passengers or equipment. The Contractor shall place the elevator unit(s) back in service after the Contractor completes each of the following:

a. Cures the deficiency(ies);
b. Inspection of work completed by the Contractor's certified Inspector and the District's Inspector;
c. Obtains approval of the DC Inspector; and
d. Provides a complete report of the deficiency and corrective action and District approval to the COTR within 24 hours of corrective actions.

C.5.7.1.1.1.3 Other Tests and Repair Inspections by the District

C.5.7.1.1.1.3.1 The District reserves the right to conduct any test or inspection it deems necessary in order to ensure that all performance requirements are being maintained. At the request of the COTR, the Contractor shall supply at no additional cost, a certified elevator mechanic and any needed equipment to assist with the test or inspection. The Contractor shall complete any necessary repairs as specified in the inspection report.

C.5.7.1.1.1.3.2 Upon inspection and receipt of notification of repairs required from the DOB BLRA, and the Contractor shall commence work within twenty-four (24) hours of such notification and complete the repairs on or before the date specified therein and shall forward a report of compliance to the COTR within twenty-four (24) hours after completing the work. The Contractor shall provide copies to the COTR of all approved and/or failed elevators and lifts inspection reports from DOB within twenty-four (24) hours after notification was issued by DOB. The Contractor shall provide full load and full speed tests when requested.

C.5.7.1.1.1.3.2.1 If there is evidence that the Contractor has not initiated action to correct the defect(s) noted in the Defect Notice, then, upon receipt of the second notice, the District may take over the work and have it accomplished by another Contractor(s) and the cost of the work will be deducted from the payment due to the Contractor if it is determined that the work is within the scope of the Contract.

C.5.7.1.1.1.3.2.2 The District will furnish a written inspection report to the Contractor who shall correct all listed deficiencies by the date specified in the report. However, any deficiency marked "EMERGENCY" shall be corrected in the shortest possible time consistent with the nature of the problem and the best practices of the trade.

C.5.7.1.1.1.3.2.3 When all listed deficiencies have been corrected, the Contractor shall sign and date the inspection report and return it to the COTR. At its discretion, the District may then re-inspect the work.

C.5.7.1.2 **Maintenance**

The Contractor shall provide regular and routine Preventive Maintenance services including all supervision, labor, materials, parts, supplies and equipment necessary to maintain all elevators, lifts, escalators, and appurtenances in fully operational mode at all times. The Contractor shall provide full-service elevator maintenance, in compliance with the edition(s) adopted and implemented by the District for the following:

a. American Society of Mechanical Engineers (ASME);
b. Safety Code for Elevators and Escalators requirements, the manufacturer's recommendations, the Elevator Industry Field Employees' Safety Handbook;
c. National Electrical Code (NEC);
d. National Fire Protective Association (NFPA);
e. Building Official Code Administration (BOCA); and
f. Other applicable laws, regulations, rules, ordinances, and codes. Specifically, all work shall conform to the District of Columbia codes and regulations. The Contractor shall obtain all licenses and permits that may be required from the BLRA.

C.5.7.1.2.1 The Contractor shall maintain an elevator maintenance and service Contract with an independent and authorized elevator Contractor that covers all Facility conveyance systems (elevators, escalators, and lifts).

C.5.7.1.2.2 The Contractor shall at a minimum ensure the following maintenance related activities are completed:

a. Clean all machinery and equipment in the machine room, secondary levels, hoist-away, pits and cars;
b. Clean all accessory equipment included in the original elevator and installation or modification of the same;

c. Supply all lubricants of proper grades, cleaning materials, paint, cotton waste, rags, gauges, testing and other tools and equipment required for Preventive Maintenance services;
d. Have ample and complete stock of replacement parts and cosmetic fixtures sufficient for normal maintenance, repair, and maintenance of aesthetic appeal of all elevators;
e. Utilize all new parts and fixtures that are the genuine products of the original manufacturers of the various types of elevators involved or of like design and comparison;
f. Provide labor, material and equipment to clean, adjust, repair or replace any defective or improperly operating device, equipment, or cosmetic fixture as directed by the COTR or his designated representative(s);
g. Respond promptly upon receipt of any Defect Notice issued by the DOB, BLRA, Elevator Section, and inform the COTR or designee, in writing, within twenty-four (24) hours of the completion of Work;
h. Maintain all equipment in accordance with the manufacturer's recommendations, the best practices of the industry, and applicable codes, standards, and regulations; in the event of a conflict between these documents, the Contractor shall give precedence to federal and District laws and regulations followed by the most rigorous schedule of maintenance;
i. Maintain all elevators at the manufacturer's Contract speed unless written authorization is obtained from the COTR or designee to do otherwise;
j. Maintain the hoist-way and car door guides in an acceptable condition in accordance with the manufacturer's specifications and shall replace the same when gear gap exceeds one of 1/16 inches; and
k. Maintain all fascias, dust covers, and guides in proper alignment.

C.5.7.1.2.3 Elevator Outages and Work Performance

C.5.7.1.2.3.1 The Contractor shall, except for emergency service calls, perform all elevator related work during the Facility's Normal Working Hours unless other mutually satisfactory arrangements have been approved in writing by the COTR. The Contractor shall at a minimum:

a. Coordinate scheduled elevator work that requires an elevator be taken out of service with the COTR;
b. Report the status of elevator equipment or systems not operating by the close of each workday to the COTR;
c. Report any elevator equipment that is not operational to the COTR at least thirty (30) minutes prior to the commencement of Normal Working Hours each day; and
d. Install informational signs and barricades as related to inoperative elevator equipment and systems; the Contractor shall develop and submit the informational signs for the approval of the COTR within ten (10)) days of Contract award; In addition, the Contractor shall comply with the following:
    1. In the event an elevator is shutdown, the Contractor shall place an "Out of Service" sign at each call button on all floors when the elevator is the only one servicing that area.

2. If a building has more than one elevator, and one or more elevators are out of service, the Contractor shall place a sign indicating that the specific elevator(s) is out of service for each elevator that is not in service. The Contractor shall place each sign on the outer surface of the elevator door on each floor that the elevator services.

C.5.7.1.2.2.2 The Contractor shall not change or alter the existing elevator equipment or any electrical circuits, wiring, controls, or sequencing without written authorization from the COTR. If changes are authorized, the Contractor shall make appropriate revisions to the elevator drawings and specifications.

C.5.7.1.2.3 Service Calls

C.5.7.1.2.3.1 Emergency Service Calls

The Contractor shall provide response to requests for emergency elevator service including but not limited to the freeing of individuals trapped in a stalled elevator car, restore inoperative elevators which are causing disruption to the arrival and departure of building occupants, request for service for a priority elevator, or other situations determined by the District to be an emergency. The Contractor shall provide at a minimum the following emergency response service for Facility elevators, escalators, and lifts:

a. Respond to requests for emergency service twenty-four (24) hours a day, seven (7) days a week, 365-days a year;
    1. Report to the site of the emergency within fifteen (15) minutes of the time of notification during the Facility's Normal Working Hours; and
    2. Report to the site within one (1) hour for requests not received during Normal Working Hours; and
b. Remain on the job until the emergency has been resolved;
c. Secure the elevator and notify the COTR if the nature of the service request cannot be corrected within two (2) hours;
d. Notify the COTR within two (2) hours of the time and date corrective action will be taken if the situation cannot be resolved within two (2) hours; and
e. Acknowledge and respond to requests for service made by the COTR or his/her designee by telephone, e-mail, or other means within the timeframes specified herein.

C.5.7.1.2.3.2 Non-emergency Service Calls

The Contractor shall provide at a minimum the following non-emergency service calls for Facility elevators, escalators, and lifts:

a. Respond to Non-emergency service calls seven (7) days a week, twenty-four (24) hours a day, 365-days a year;
    1. Report to the site within one (1) hour of the time of notification during the Facility's Normal Working Hours; and
    2. Report to the site by the next business day for requests received after Normal Working Hours; and

b. Secure the elevator and notify the COTR if the nature of the service request cannot be corrected within two (2) hours;
c. Provide the COTR within two (2) hours with the time and date corrective action will be taken if the situation cannot be resolved within two (2) hours; and
d. Acknowledge and respond to requests for service made by the COTR or his/her designee by telephone, e-mail, or other means within the timeframes specified herein.

C.5.7.1.2.4 Preventive Maintenance

The Contractor shall take all steps and measures that a prudent building owner would take to maximize the life expectancy of the Facility's elevators, escalators, lifts and related systems to ensure safe and reliable elevator operations. The Contractor shall, as part of the Contractor's Preventive Maintenance Program **Section C.5.2.1.8**, develop and implement a Preventive Maintenance program for the Facility's elevators, escalators, and lifts. Specifically, the Contractor shall include, at a minimum compliance with all manufacturer recommendations and requirements for preventive maintenance and perform the following Preventive Maintenance activities:

a. Clean the machinery spaces, shops and storage areas;
b. Clean up all debris and leave the area clean when work is performed;
c. Paint or seal as necessary and approved, or when requested by the COTR the machinery room floors and the equipment located within the machinery rooms in order to maintain the appearance of the room and equipment;
d. Obtain the approval of the COTR before storing anything in machinery spaces;
e. Properly secure all operating supplies such as lubricants, rags and cleaners in containers;
f. Clean and maintain all elevator machinery and equipment in satisfactory working condition at all times;
g. Clean all machinery and equipment in the machine rooms, including but not limited to the secondary levels, hoist-ways, cross beams, rails and brackets, counterweights, frames, car tops, undersides of cars, hoist-way pits, buffers and door hangers;
h. Ensure all machinery, devices, or any other parts of the elevator equipment subject to rust is properly cleaned and painted at all times;
i. Lubricate guard rails except where roller type guides are involved, no rail lubrication shall be used;
j. Renew the guide shoe gibs or rollers as required to ensure a smooth and quiet operation; properly seal all oil reservoirs to prevent leakage;
k. Ensure that the motor windings and field coils of all motors are dipped in an approved insulating varnish and baked when shop repairs to the same are made, unless written permission is secured from the COTR;
l. Provide lamps in position indicators, hall lanterns and hall stations; the Contractor shall notify the COTR if the lamps of same design are not commercially available and obtain approval from the COTR to use alternative lamps;
m. Repair or replace contact leads and coils for main controllers and selectors; and

n. Clean, lubricate, repair or replace every component part of the elevator to provide uninterrupted elevator services; The Contractor shall repair all elevators and maintain them to be One Hundred Percent (100%) operational at all times.

C.5.7.1.2.4.1 Preventive Maintenance Schedule

The Contractor shall include all elevator system Preventive Maintenance activities in the Preventive Maintenance Schedule as described in **Section C.5.2.1.8.6**.

C.5.7.1.5 Repair

The Contractor shall, at a minimum, repair the Facility's elevators, escalators, and lifts as described below:

a. Repair and/or replace all parts and cosmetic fixtures as necessary due to normal wear and tear, and test all devices and equipment, including but not limited to main hoist motor, governors, traveling cables and hatch wiring;
b. Repair or replace elevator parts and equipment, if necessary;
c. Repair all door operation motors, door operating driving mechanisms, door hangers, retiring cams, and retiring cam operating devices;
d. Repair as necessary all elevator car enclosures, hoist-way and car door panels, car gates, frames and sills; and
e. Replace and align all elevator guide rails.

C.5.7.1.5.2 Materials

The Contractor shall ensure that all parts and materials used for repairing the elevator equipment are the product of the manufacturers of the existing equipment or of equal quality, approved by the COTR, to meet the minimum Federal specifications.

C.5.7.1.5.3 Standards

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

C.5.7.1.5.4 Replacement Items

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

C.5.7.1.6 Skilled Technician

C.5.7.1.6.1 The Contractor shall verify and ensure that its employees and or subcontractors designated to work on elevators and lifts, have and maintain the appropriate licenses and certifications in accordance with applicable laws, regulations, and industry standards and DC Code §47-2853.95.

C.5.7.1.6.2 The Contractor shall ensure that a certified elevator mechanic possessing a Journeyman Elevator License accompanies the District's Inspector during each inspection to perform all tests in accordance with all laws, regulations, and codes at no additional cost.

C.5.7.1.6.3 The Contractor shall ensure that fully qualified manufacturer-trained technicians perform all services, maintenance, and repairs.

C.5.8 ENERGY MANAGEMENT CONTROL SYSTEM SERVICES

The Contractor shall possess and maintain a working knowledge of the Facility's Energy Management Control System and provide the required maintenance and repairs for continued optimal operation.

C.5.8.1 **Building Automation Systems (BAS)**

The "Building Automation System" is a system controlling and monitoring the building HVAC systems, and include all device, field, and global controllers, instrumentation, networking infrastructure, computers and peripherals, software, programming, database files, and licenses. The Contractor shall maintain the Facility's Building Automation System, a computer-based system featuring a microprocessor that starts, stops, and monitors mechanical, electrical, and plumbing systems and their individual components. The BAS controls the environmental interior temperatures and humidity to satisfy the requirements in the Facility and show and communicate alarms.

C.5.8.1.1 **Maintenance and Repairs**

The Contractor shall maintain all control systems as designed including at a minimum the following:

a. Operation of all system hardware, including but not limited to networks, computers, peripheral devices, controllers, sensors, alarms, actuators, transformers, transducers and all other system components, whether existing at the time of Contract award or added at a later date by DGS or parties Contracted with, and on behalf of DGS.
b. Maintain the BAS functioning, and reload software on computers or controllers as necessary and provide updates to the BAS software; and
c. Make all set point adjustments as necessary and appropriate.

C.5.8.1.1.1 The Contractor shall not modify sequences of operation or control programs without prior approval of the COTR and or his/her designee. The Contractor shall diagnose the performance of systems and notify the COTR if a sequence of operations or its implementation as a control program is not producing the desired results or is resulting in unnecessary energy use.

C.5.8.1.1.2 The Contractor shall, per manufacturer's specifications, perform maintenance and repairs on the BAS as part of standard Basic Services (these services are not eligible as T&M services). The Contractor shall perform necessary maintenance to the

BAS, or have the required operation, maintenance, and repairs performed by a qualified subcontractor.

C.5.8.1.1.3 The Contractor shall, on a daily basis, monitor and maintain the mechanical and electrical systems connected to the BAS and provide a trained person to operate the systems. This work shall include surveillance of the building rooms, areas, and mechanical systems for adherence to the environmental temperatures and conditions defined in the manufacturer's operational requirements. The Contractor shall maintain environmental temperatures within the building by performing adjustments to the BAS as required. Additionally, the Contractor shall use the BAS and related data and other tools provided by DGS to regularly analyze building systems and perform predictive maintenance when possible.

C.5.8.1.2 Minimum IT Maintenance Standards

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

a. Maintain and use an approved anti-virus software subscription and software in effect at all times;
b. Adhere to the District's IT security policy if the network can connect to the outside;
c. Maintain and use an approved spy ware protection program;
d. Prevent personnel from using the system to load software or connect to the internet for non-business purposes;
e. Conduct monthly anti-virus and spy ware scans; and
f. Perform disk drive maintenance to include complete system backup and defragmentation on a quarterly basis.

C.5.8.1.3 Service Calls

The Contractor shall respond to service call needs for the BAS as determined by the qualified engineer or by an alert from the BAS. The Contractor shall treat all BAS alarm notifications as Emergency Service Calls, and act in accordance with **Section C.5.3.1.3.1**.

C.5.8.1.3.1 Service Call Documentation

The Contractor shall include documentation of control system service calls as described in **Section C.5.3.1.8**.

C.5.8.1.4 Skilled Technicians

The Contractor shall ensure that all personnel involved in such performance of the BAS are qualified to perform the services contemplated hereby.

C.5.8.1.5 Software Upgrade

The Contractor shall provide updates to the BAS software.

C.5.8.2 Work Order Management System (WOMS)

The Contractor shall utilize a Work Order Management System (WOMS) to maintain the Facility's management records ("Contractor's WOMS" or alternatively, "C-WOMS"). The DGS Facility Management Division currently has in place a DGS WOMS titled SalesForce ("DGS-WOMS"). While the District currently uses SalesForce, the Contractor shall be required to implement and utilize SalesForce or any other DGS-WOMSS that the District may use to replace or supplement SalesForce. The Contractor shall not resolve verbal requests without having logged the request into SalesForce.

C.5.8.2.1 WOMS Supplement System

The Contractor shall supplement the District's DGS-WOMS with the purchase and installation of a WOMS for more comprehensive automated management of building systems and preventive maintenance ("C-WOMS"). The C-WOMS shall be commercially available, typically used for this type of building management, and approved for use by DGS.

C.5.8.2.2 WOMS Functions

The Contractor shall utilize DGS-WOMS to document, manage the Facilities operations, maintenance, and repair functions in accordance with the manufacturer's software design capabilities. The Contractor shall ensure the C-WOMSS performs at a minimum the following functions:

a. Develop and manage Facility equipment inventory;
b. Maintain equipment maintenance history;
c. Maintain repair cost history;
d. Generate service calls and work orders including scheduling, printing, tracking, execution and resolution;
e. Scheduling, executing and reporting PM;
f. Executing and reporting PM; and
g. Managing warranties.

C.5.8.2.2.1 The Contractor shall ensure the C-WOMS program is current, accurate and accessible to the District at all times.

C.5.8.2.2.2 WOMS [Salesforce] File Maintenance

The Contractor shall utilize the DGS-WOMS to maintain automated maintenance files to document at a minimum the following:

a. Periodic maintenance accomplished;
b. Repair history files maintained separate from the maintenance files, to track repair costs in person-hours and materials used. In addition, a brief narrative description of the repair performed shall be included to help develop historical trends with building operating equipment. Each time a repair is performed by the Contractor, or subcontractor, the history file must be updated; and
c. Maintain and update all drawings and floor plans in AutoCAD each time a change is made.

C.5.8.2.2.3 Preventive Maintenance Records

C.5.8.2.2.3.1 The Contractor shall maintain DGS-WOMS computerized PM records for each piece of equipment listed on the Facility equipment list. The Contractor shall ensure the following information is maintained for Facility equipment:

a. Equipment number;
b. Scheduled maintenance date;
c. Maintenance procedure performed;
d. Maintenance completion date;
e. Identify deficiencies and if and when they were corrected; and
f. An explanation why the deficiency was not corrected.

C.5.8.2.2.3.2 Additionally, the Contractor shall update PM records, and repair history files on a weekly basis. The Contractor shall provide the COTR with a weekly PM Progress Report that indicates exactly which PM was accomplished. The PM Progress Report and all other PM record files/cards shall be kept in an orderly file and available for review by the COTR by close of business on each Monday for the previous week.

C.5.8.2.3 WOMS Data and Licenses

The Contractor shall merge all data, historical and current, into a single C-WOMS at the direction and approval of the COTR. At the end of the Contract life, the Contractor shall turn over the C-WOMS site licenses and records to the COTR.

C.5.9 FIRE PROTECTION SYSTEMS

The Contractor shall furnish all labor, parts and material, perform all work, furnish all accessories and any other related work that is necessary to ensure the Facilities fire alarm, protection and suppression systems, (collectively the "Fire Protection Systems") and equipment are in good working order, utilizing materials of like design and composition to those originally supplied and installed with accurate workmanship, skillfully fitted and properly connected.

C.5.9.1 Operation

The Contractor shall inspect, maintain, and test all Fire Protection Systems and other applicable equipment in accordance with the National Fire Protection Association (NFPA) codes and standards. The Contractor shall maintain a good working knowledge of any additional Facility Fire Protection Systems covered including sprinkler systems, fire pumps; smoke control, stairwell pressurization, and kitchen hood systems.

C.5.9.1.1 UL-Central Station

The Contractor shall connect the fire alarm system to a UL listed central station service. This shall include all work necessary so that all fire alarm signals including alarm, trouble, and supervisory signals are sent from the building fire alarm system to a UL listed central station service acceptable to the COTR.

C.5.9.2 Maintenance

The Contractor shall perform maintenance and testing of the fire alarm system in accordance with the NFPA 72 and the equipment manufacturer's instructions. Additionally, maintenance of water-based fire protection systems shall meet the requirements of NFPA 25 and manufacturer's instructions. The Contractor shall, at a minimum, comply with all manufacturer's recommendations and requirements for maintenance and perform the following to the extent applicable:

a. Perform annual and semi-annual and quarterly testing of fire alarm systems and provide reporting documentation as requested by the COTR; and
b. Inspect and repair as necessary all strobe lights, audible devices exit lights, pull stations and heat and smoke detectors, stair pressurization fans, and smoke removal fans.

C.5.9.2.1 Monitoring

The Contractor shall maintain lines, transmitters and related equipment and materials, to connect to a UL approved central station for fire alarm monitoring and shall subcontract such monitoring service.

C.5.9.2.2 Fire Alarm Testing

The Contractor shall conduct fire alarm testing outside Normal Occupant Working Hours to minimize disruption to tenants. In those instances where the security, fire alarm, or sprinkler systems requires temporary removal or disconnection from service, the Contractor shall re-connect or place the affected equipment back in service at the end of each workday, unless otherwise authorized by the COTR. The Contractor shall obtain prior written approval from the COTR for any interruption in fire alarm and security system operations.

C.5.9.2.3 Service Calls

The Contractor shall provide the following response times regarding Fire Protection Systems service calls:

a. During Normal Occupant Working Hours immediately and treated as an emergency;
b. After Normal Occupant Working Hours - one (1) hour following notification of an alarm in the Facility;
c. Trouble or supervisory conditions - no longer than four (4) hours upon notification; and
d. The Contractor shall respond to all fire alarm system alarms immediately pursuant to **Section C.5.16.3.16** (Emergency Situation Examples and Plan Due Date). The Contractor shall clear all alarms on all panels as quickly as feasible.

C.5.9.2.3.1 Service Call Documentation

The Contractor shall include documentation of fire protection system service calls as described in **Section C.5.16.1.8**.

C.5.9.2.4 **Preventive Maintenance**

The Contractor shall include all fire protection system Preventive Maintenance activities in the PM Schedule as described in **Section C.5.8.1.8.6**.

C.5.9.2.5 **Reporting**

The Contractor shall provide the COTR results of all fire system tests and inspections within twenty-four (24) hours following the test or inspection.

C.5.9.3 **Repairs**

The Contractor shall repair the Facility's fire protection system as described below.

C.5.9.3.1 **Minor Impairment**

The Contractor shall repair/correct minor impairments of the fire alarm system within four (4) hours of arrival on-site.

C.5.9.3.2 **Major Impairment**

The Contractor shall provide a "posted fire watch" for the duration of the outage for any major impairment that disables the fire alarm system and leaves any portion of the building unprotected. For purposes of this section, a "posted fire watch" is a dedicated individual(s) who, during such outage, shall frequently walk throughout the Facility for purposes of detecting the presence of any fire or other circumstances that would have triggered a fully functional fire alarm. In the event that such person(s) detects a fire or such other circumstances, she/he will promptly notify all residents (and individuals in the Facility) to exit the building, and promptly notify the appropriate emergency response officials (whether fire, police or otherwise), and the COTR. The Contractor may be accompanied by building security personnel where applicable. The Contractor shall ensure the system impairment is repaired within twenty-four (24) hours of delivery of replacement parts.

C.5.9.3.3 **Replacement Items**

The Contractor shall maintain an adequate stock of all operating supplies and consumables such as spare sensors, packing, lubricants, rags, cleaners, and batteries, reflective of the number provided as attic stock at the beginning of the Contract.

C.5.9.4 **Contractor Readiness**

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

C.5.9.5 **Skilled Technicians**

The Contractor shall ensure that qualified, skilled staffs provide service to the fire warning and protection system, including responding to fire alarms and situations when notified.

C.5.10 ARCHITECTURAL AND STRUCTURAL MAINTENANCE AND REPAIRS SERVICES

The Contractor shall possess and maintain a working knowledge of the architectural and structural characteristics of the Facility and provide the required maintenance and repairs for continued optimal operation.

C.5.10.1 Architectural and Structural Systems, Fixtures, Structures, and Equipment

C.5.10.1.1 The Contractor shall maintain architectural and structural systems, fixtures, and equipment within the Facility. The Contractor shall perform maintenance and repair of the Architectural and Structural systems including at a minimum the following:

C.5.10.1.1.1 Doors and Ramps

The Contractor shall maintain doors including, but not limited to, handicap doors, roll up doors, revolving doors, sliding or swinging doors, and adjustable loading ramps, power or manually operated, in a safe, usable, and well-maintained condition.

C.5.10.1.1.2 Walls and Flooring

The Contractor shall maintain all walls and flooring in a safe and well-maintained condition. The Contractor shall not change the appearance of any walls or flooring (including painting or sealing) without the express permission (authorization) of the COTR.

C.5.10.1.1.3 Painting

The Contractor shall provide at a minimum the following painting services in common areas to ensure the Facility's appearance is well maintained:

a. Touch-up painting to the interior and exterior of the Facility as required after completion of maintenance and repair work;
b. Annual touch-up painting including spackling and sanding in common areas of the Facility in order to maintain streak, smudge, and damage free surfaces;

c. Touch up comprises a partial area or space (floor to ceiling not an entire room or both sides of a corridor). Touch up specification/explanation shall not apply to high traffic common areas. High traffic areas shall be completely maintained as specified herein; and

d. The Contractor will completely paint (wall to wall) all common areas and restrooms *annually* or if more frequently directed by the COTR. Paint colors will match the original colors unless express permission is granted (authorized) by the COTR.

C.5.10.1.1.4 Facility Signage

The Contractor shall possess and maintain a working knowledge of the building signage services required for purpose of directions, building/occupant safety, and the Facility continued optimal operation.

C.5.10.1.1.4.1 Install

The Contractor shall provide all necessary labor and materials to install, change, maintain, repair, and replace wall and door mounted identification plaques, signs and numbers (including the information displayed in the building lobby directories and way finding systems).

C.5.10.1.1.4.2 Maintenance

The Contractor shall replace, alter, or change room numbers, narrative room identification signage, and lobby and location directory information (to the extent applicable) due to changes in the Facility or area use.

C.5.10.1.1.4.3 Repair

The Contractor shall maintain or have access to sufficient inventory to accomplish the repair and installation of Facility signage within five (5) working days after (i) notification is given by the COTR or (ii) an approved work order is submitted. The Contractor shall ensure that repair or replacement of Facility wall and door signage fabrication shall match exactly what is currently in use throughout the building. Excluded from this requirement is signage for interior occupant spaces (e.g. individual offices, cubicles, private conference rooms and pantries).

C.5.10.1.2 Review Design and Construction Documents

The Contractor shall review and provide comment on design and construction documents for projects planned to modify the Facility. The Contractor shall provide comments on the operating costs and the cost impact of the proposed project as well as any other specific information requested by the COTR.

C.5.10.1.3 Scaffolding

C.5.10.1.3.1 The Contractor shall erect all scaffolding on the job in accordance with the requirements of 29 CFR 1926.451 Scaffolding (OSHA). Once in place, the Contractor shall ensure that the scaffold is inspected prior to use, daily thereafter, and documented in writing by Contractor's qualified personnel on duty. The Contractor shall also inspect the scaffold anchor points prior to use, daily thereafter, and shall be documented in writing by Contractor's assigned safety officer. At all times, the Contractor shall maintain complete and accurate records of all documentation evidencing any approved inspections, as contemplated hereby Safety Officer.

C.5.10.1.3.2 The Contractor shall develop an engineer certified scaffold erection plan for scaffolding over two sections high. The Contractor's scaffold erection plan shall require the approval of the COTR.

C.5.11 SNOW AND ICE REMOVAL SERVICES

The Contractor shall possess and maintain a working knowledge of the snow and ice removal services required for continuous optimal Facility operation during and after a snow event.

C.5.11.1 Pre-treatment and Snow Removal

The Contractor shall maintain the Facility free from all hazardous conditions that may develop from ice or snow at entrances, steps, moats, landings, sidewalks, vehicular courts, parking areas and other approaches. The Contractor shall ensure that all sidewalks, stairways, and parking lots shall be clear of all snow and ice at least thirty (30) minutes prior to the beginning of Normal Working Hours (or within such other time period requested by the COTR) and as needed throughout the duration of the storm. Buildings with unique services that must continue government operations during emergency conditions shall be treated and cleared consistent with tenant occupancy and as directed by the COTR.

C.5.11.1.1 Pre-treatment

C.5.11.1.1.1 The Contractor shall pre-treat all sidewalks, stairways, and parking lots with the appropriate chemicals and sufficient ice-melt that may be affected by the inclement weather prior to the start of snowfall, sleet, or ice events. The Contractor shall continuously treat such surfaces on an as-needed basis in order to ensure safe passage for all pedestrians and vehicles.

C.5.11.1.1.2 The Contractor shall take a proactive approach to pending inclement weather and monitor the National Weather Service forecasts and take appropriate action in response to the forecast, including the pretreatment of all sidewalks, stairways, and parking lots with the appropriate materials prior to the start of a storm. The Contractor shall continuously treat such surfaces on an as-needed basis throughout and after the storm to ensure safe passage for all pedestrians and vehicles. The Contractor shall clear excess sand or other pretreatment materials from treated areas.

C.5.11.2 Snow Removal

C.5.11.2.1 The Contractor shall provide for the removal of snow less than six (6) inches as a Basic Service. The Contractor shall ensure all sidewalks, stairways, and parking lots are clear of all snow and ice at least thirty (30) minutes prior to the commencement of Hours of Operations (or within such other time period requested by the COTR) and as needed throughout the duration of the inclement weather. The Contractor shall remove snow from the premises if the accumulation will result in blocked parking spaces or sidewalks.

C.5.11.2.2 The Contractor shall not dump snow on or near trees, shrubbery, ground cover, or flower bed areas. In the event of heavy accumulation, use of a subcontractor is acceptable, pending COTR approval. Snow shall be removed from the premises if

the accumulation will result in blocked parking spaces or sidewalks. The Contractor shall dispose of such snow and/or ice in accordance with the laws and ordinances of the District of Columbia.

C.5.11.2.3 The Contractor shall not injure, damage, or destroy government property. The Contractor shall be responsible for all damage to property, grounds, and landscaping caused by equipment or the application of chemicals for ice and snow removal. All chemicals used shall be in accordance with Federal specifications and local codes. The Contractor shall use magnesium chloride ice-melt products on concrete only and sand on asphalt only. If the Contractor intends to use other environmentally friendly pretreatment materials, they should be included in a project management plan to be approved by the Department.

C.5.11.2.4 The Contractor shall be held responsible for all damage to property, grounds, and landscape caused by equipment or the application of chemicals for ice and snow removal.

C.5.11.3 Excess Snow Removal Plan

C.5.11.3.1 **Removal of excess snow is six (6) inches or more per event according to the National Weather Service.** Within fifteen (15) days of Contract award (or within such other time frame specified by the COTR), the Contractor shall develop and include an excess snow removal plan for the review and approval of the COTR. The plan shall include the Contractor's representatives by name and telephone number for contact twenty-four (24) hours a day, seven (7) days a week, and also address or include the Contractor's plan for the following:

a. Lot Clearing;
b. Hand Shoveling;
c. Time Constraints;
d. Standby Operations;
e. Accident Prevention;
f. Management/Supervisory Plan;
g. Communications Plan;
h. Ice Control and Removal Method; and
i. Coordination with other District agencies, including MPD, to be identified by the COTR.

C.5.11.3.2 If not all snow and/or ice are removed from a facility area, Contractor shall be responsible, after a storm, for providing daily maintenance in order to prevent piles or drifts on paved surfaces. Such maintenance shall include the pushing back of snow piles to create additional snow storage with bobcats and/or tractors. Such efforts shall continue on a daily basis until 85% of the snow is melted and/or no ice remains on the property.

C.5.11.3.3 The Contractor shall not dump snow on or near trees, shrubbery, ground cover, or flower bed areas. In the event of heavy accumulation, use of a subcontractor is

acceptable, pending COTR approval. All chemicals used shall be in accordance with Federal Specifications and local codes.

C.5.11.3.4 The Contractor shall divert its work force, as directed by the COTR, from the normally assigned duties when snow and ice removal is required. The Contractor shall not be adversely affected (performance evaluations or financially) for the portion of the normal daily work which otherwise would have been performed.

C.5.11.3.5 **Performance Validation**. The Contractor shall provide pictorial and other reporting means of snow removal to COTR for the duration of the snow/ice event and as requested by the COTR.

C.5.12 CUSTODIAL AND JANITORIAL SERVICES

The Contractor shall possess and maintain a working knowledge of the custodial and janitorial services required for continued optimal operation. The Contractor shall provide custodial and janitorial services including routine cleaning services **(Section C.5.12.1)**, special cleaning **(Section C.5.12.3)**, and related services **(Section C.5.12.4)**. The Contractor shall determine frequency of cleaning as well as the cleaning methodologies to be utilized in accordance with the International Association for Managers of Facilities (IFMA) industry standards.

C.5.12.1 Cleaning Services

C.5.12.1.1 The Contractor shall perform the required cleaning services to include the necessary supplies to execute these services.

C.5.12.1.2 The Contractor shall comply with the District's established waste management and recyclable program at the Facility.

C.5.12.1.3 The Contractor shall accomplish the following cleaning tasks to meet the requirements and the minimum cleaning frequencies established based on industry standards of the International Facility Management Association recommendations.

C.5.12.1.4 **Routine Cleaning**

The Contractor shall at a minimum perform the following cleaning tasks daily:

a. **Clean interior space – rooms and offices.** The Contractor shall clean all interior space (includes all space not specifically identified elsewhere in the contract) to present a uniformly clean appearance. The Contractor shall at a minimum complete the following:
    1. Ensure that all vertical and horizontal surfaces are free of dirt, dust and debris; that glass surfaces shall be clean and free of smudges; that furniture shall be free of obvious dust, dirt, and debris; that carpets will be free of obvious spots and stains and shall be clean and free of dirt and debris.

2. Ensure that flooring requiring a finish is maintained at a high luster and free of all marks, dirt and debris.
3. Ensure that the wood paneling shall be free of soil substances, dust, streaks, and spots.
4. Light fixtures shall be cleaned annually, or as determined by the COTR. Fixtures shall be free of dust, dirt, and debris.

b. **Clean and disinfect restrooms, locker rooms, shower stalls, sinks and utility areas.** The Contractor shall maintain all restrooms, locker rooms, shower stalls, sinks and utility areas in a presentable and clean appearance. The Contractor shall at a minimum complete the following:
    1. Ensure all fixtures are clean, shining in appearance, disinfected, and bright with no obvious dust, stains, streaks, soil substances, rust, mold, mildew, soap residues, mineral deposits, encrustation and organic materials.
    2. Ensure all floors and walls, and grout are free of any dirt, debris, dust, grime, bacteria, or finish buildup.
    3. Maintain all partitions and walls to be free of dirt, graffiti, and dust.
    4. Police restrooms each day to prevent trash from accumulating; Frequency shall be increased after special events, such as meetings, hearings, large gatherings and press briefings, in the building.
    i. Wipe commode seats and sinks during policing to maintain a clean appearance.
    5. Waste receptacles and sanitary napkin containers shall be emptied and disinfected with new bags inserted at least once daily.
    6. Ensure that no sign of obvious dust, soil substances, or dirt is present on the walls, mirrors, stalls, and metal surfaces.
    7. Ensure walls, mirrors, stalls, and metal surfaces present a clean and sanitized appearance and maintained odor free.
    8. Clean and sanitize any unsanitary condition such as blood or blood substances found in restrooms or elsewhere.
    9. Service all restrooms to maximum capacity during the afternoon of the last day of the contract period. Dispenser stock of paper supplies and hand soap remaining at the termination of the last official workday shall not be removed and shall become the property of the District.

c. **Stock toilet supplies.** The Contractor shall ensure supply dispensers including toilet seat covers, toilet tissue, towels and soap, are continuously maintained and refilled throughout the day as necessary to meet the needs of the occupants. The Contractor shall at a minimum complete the following:
    1. Supply quality paper products consistent with those commonly maintained in class ‘A’ buildings; COTR will approve grade of products throughout the life of the contract.
    2. The Contractor shall stock all hand towels, soap, toilet tissues, toilet seat covers, sanitary napkins and deodorant air fresheners on shelf in designated storage spaces in quantities adequate to ensure sufficient supply between cleanings.

3. The Contractor shall stock on shelf at the work site at all times a minimum of ten percent (10%) of all identified toilet supplies.
4. The Contractor shall provide and install broken or missing soap dispensers within one (1) business day of identifying the need.

d. **Vacuum and spot clean carpet.** The Contractor shall maintain the carpet free of spots, stains, chewing gum, tar, grease and litter and shall present a uniformly clean appearance. There shall be no evidence of carpet fuzzing. For the purpose of this contract, whenever the term carpet or carpeting is used, it is intended to include wall-to-wall carpeting, carpet tile, as well as room size rugs and area rugs. Contractor shall develop a plan for the phase-out of equipment that does not, at a minimum, meet the following specifications:
    1. Ensure that all vacuum cleaners used are HEPA filtration vacuum units and meet the minimum requirements described in the Carpet and Rug Institute (CRI) Green Label Program requirements and shall operate at a sound level of less than 70 dBA.
    2. Carpet extraction equipment shall meet at a minimum the CRI Bronze Seal of Approval.
    3. Powered floor maintenance equipment shall be equipped with controls or other devices for capturing and collecting particulates and shall operate at a sound level less than 70 dBA.
    4. Propane-powered floor equipment shall include low-emission engines certified by the California Air Resources Board under the Small Off-Road Engines or Equipment (SORE) program and shall be equipped with catalytic and exhaust monitoring systems in addition to other requirements for floor equipment set out in the section.
    5. Current in-use propane-powered equipment may only be used when the building is unoccupied, and under conditions allowing for as much air circulation and exchange as possible.
    6. Powered scrubbing machines shall be equipped with a control method for variable rate dispensing to optimize the use of cleaning fluids.
    7. Contract shall also include a quarterly maintenance component to inspect and maintain performance of janitorial equipment, as defined by the equipment vendor and records results in a maintenance log.

e. **Clean and maintain corridors, lobbies and entrances**. The Contractor shall maintain all corridors, lobbies and entrances in a clean appearance free from litter, dirt, debris and discarded items. The Contractor shall at a minimum complete the following:
    1. Shampoo all carpeted corridors, lobbies and entrances at least once (1) every three (3) months in order to maintain a clean appearance, or more frequently as directed by the COTR.
    2. Mop all tile and non-carpeted surfaces on a daily basis in order to maintain a clean appearance, or more frequently as directed by the COTR.
    3. Maintain all entrances with no signs of liquid spillage, stains or foreign matter. Walls and baseboards shall be free of water splashes and

markings. Metal surfaces shall be polished. Glass surfaces shall be clean and free of dirt, grime, dust, streaks, watermarks, spots, and shall not be cloudy.

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

g. **Collect and remove Facility trash and recyclables Trash and Recyclables. Collection Process:**

1. **Collection and Disposal:** The Contractor shall ensure that all Facility trash and recyclables are collected as necessary to ensure that trash and paper are not allowed to accumulate and overflow receptacles.

   i. Ensure that all recyclables are collected separately and stored in a specifically designated and labeled recycle containers and not comingled with trash.

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

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

3. **Utility Collection Carts:** The Contractor shall provide Utility Collection Carts or other equipment approved by the COTR, to collect and transport large quantities of recyclable materials within the Facility.

4. The Contractor shall ensure that recyclable materials are maintained as segregated during the entire collection and hauling process. Therefore, the contractor shall never store or transport recyclables and trash together (even if bagged separately). If necessary, the Contractor may use compartmentalized Utility Collection Carts in order to avoid or give the appearance of improper comingling as described above (g)(1)(i).

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

6. The Contractor shall empty all Multi-port Centralized Containers into Utility Collection Carts or Oversized Marked Plastic Recycling Containers (with wheels) designed for recycling use only. The

Oversized Marked Plastic Recycling Containers shall be serviced at a minimum of once (1) a week or more frequently as determined by the COTR.

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

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

9. **Designated [Recyclable] Materials General:** The Contractor shall separate the recycling materials (mixed office paper, including newspapers and inserts, soft cover publications, catalogs, unwanted mail, magazines, all other paper, any color any size), paperboard, corrugated boxes, food and beverage containers made of glass, plastic, tin and aluminum, toner cartridges, or other recyclable materials, as deemed appropriate by the District, from the regular trash. Separation is intended to mean that the recyclable commodities will be kept in containers that are different than the trash containers. Commingled bottles and cans should NOT be mixed with recycled paper but placed in a separate container for collection by the recyclables hauler unless the building is running a single stream recycling program. If such container is not available, place the clear plastic bags containing the bottles and cans next to the other recycling containers for open hauling collection.

    i. **Corrugated Containers:** The Contractor shall pull corrugated containers from the trash stream and place them in designated places for recycling. The Contractor shall, if necessary, bundle or bind the corrugated containers to facilitate transport by the recycling hauler. ***Note***: Corrugated cardboard should never be placed in trash dumpsters or compactors for disposal.

    ii. **Dumpster Sites and Containers:** The Contractor shall keep all dumpster sites clean, orderly and trash shall not be allowed to blow around on the ground. Trash receptacles and waste baskets shall be emptied daily to rid them of dirt, food, beverage spoilage and odors, and shall rinse daily all trash receptacles. The Contractor shall wash all trash receptacles at the direction of the COTR. The Contractor shall set aside all broken furniture, wooden pallets and similar large objects for bulk collection pick up.

iii. **Weighing:** The Contractor shall weigh the recycling materials during each pick-up, using scales (1) existing at the Facility, (2) on hauler's trucks equipped with weighing capability, or (3) provided by the Contractor under the direction of the COTR. The Contractor shall complete and submit the Weekly Recyclable Weight forms to the COTR every Monday.

10. **Waste Management:** The District's waste management policy is to reduce the overall waste stream, maximize the amount of material recycled and, minimize the amount of waste disposed. The Contractor shall provide equipment and pay expenses for the removal and hauling away of all waste (trash and debris). Trash shall be removed from the premises daily and containers shall be cleaned (rinsed or washed as directed by the COTR) daily as to not attract vermin. Recycling vendor(s) shall be subcontracted by Contractor to remove all designated recyclables from the Facility. The Contractor shall place no waste or other contaminants into the District provided recycling equipment. The District may require the Contractor to develop a rebate base in which the District will retain all proceeds from the sale of designated recyclable materials.

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

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

    ii. **Rat Proofing Equipment:** The Contractor shall ensure that conditions which may contribute to rodent or vermin infestation, such as the accumulation of refuse around or under trash equipment, waste spillage, or any other unsanitary conditions are corrected by the waste hauler or recycling vendor within forty-eight (48) hours of notification. The Contractor shall ensure that all trash and garbage containers have tight-fitting lids and doors with no gaps greater than one-half inch (½"). The Contractor shall report in writing to the COTR any problems that are not corrected within forty-eight 48 hours.

    iii. **Damaged/Failed Equipment:** If the Contractor determines that equipment is damaged or unacceptable due to mechanical failure, sanitary, or aesthetic reasons, the Contractor shall immediately notify the waste or recycling hauler. The Contractor shall correct

any deficiency within forty-eight (48) hours. The Contractor shall notify the COTR ensure the haulers compliance.

12. **Waste Removal Scheduling and Reporting:** The Contractor shall remove all waste and debris from workstations and other areas during Normal Occupant Working Hours. The Contractor shall ensure all pickups are scheduled in order to ensure that there is no disruption in the day-to-day functions of the Facility occupants. The District and The Contractor shall develop a schedule for pickups of all waste containers for the review and approval of the COTR. The Contractor shall notify the COTR of any deviations from the approved schedule. The COTR will approve all scheduled pickups, which may not be changed without the COTR's advanced approval.

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

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

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

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

h. **Clean exterior grounds-sidewalks, steps, entrance-ways, fountains, planters, balconies, arcades loading docks and areas, platforms, ramps, and parking areas** - The Contractor shall maintain all exterior grounds including sidewalks, steps, and fountains, planters, balconies, arcades loading docks, areas, platforms, ramps, and parking areas in order to present a clean appearance free from litter, dirt, trash, debris, and discarded items. The Contractor shall not allow trash and debris to accumulate on grounds. The Contractor shall maintain the grounds to be free of all human, animal, and avian excrement. The Contractor shall maintain all exterior grounds, to be free from obvious signs of liquid, spillage, stains or foreign matter on concrete, brick and other surfaces. Frequent policing is required. Hosing down exterior areas surrounding the Building is required, weather permitting. When exterior cleaning or policing is performed, persons shall use all safety equipment and

procedures required in Occupational Safety and Health Administration (OSHA) 29 CFR 1910.1030.

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

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

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

l. **Clean security booth(s), desks and counters** The Contractor shall adhere to the same requirements documented in "Clean Interior Spaces – Rooms and Offices" above.

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

n. **Clean exercise rooms and lounges -** The Contractor shall adhere to the same requirements as documented above in "Clean Interior Spaces – Rooms and Offices" and "Clean and disinfect restroom…" to clean exercise rooms (including exercise equipment) and lounges.

o. **Clean food courts and coffee shops** The Contractor shall adhere to the same requirements as documented above in "Clean Interior Spaces – Rooms and

Offices" and "Clean and disinfect restroom…" to clean food courts and coffee shops.

p. **Clean Interior Windows and Glass Surfaces and Interior and Exterior Windows Eight Feet (8') and Below from Ground Level -** The Contractor shall maintain all window and glass door surfaces in a uniformly clean appearance. The Contractor shall clean surfaces on both sides of all interior and plate glass, including spandrel glass, lobby glass, and vestibule doors. Window sashes, sills, woodwork/metalwork and other glass surroundings shall be wiped free of drippings and marks. All glass surfaces shall be maintained clean and free of dirt, dust, streaks, smudges and water spots.

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

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

C.5.12.2 Recycling & Waste Management Compliance

The Contractor shall comply with all recycling and waste management code and regulations. The Contractor shall at a minimum:

a. Ensure that no material is thrown from windows or doors of the building; dispose of waste materials through windows or doors with enclosed chutes or receptacles only with written permission of the COTR;
b. Ensure that all debris from Contractor's work inside the building is removed from the Facility daily.
c. Leave the Premises as neat and clean after each work shift;
d. Not place debris in the existing District dumpster or compactor; and
e. Place the receptacles for Contractor's debris only at the building after receiving permission for the use and placement of such use is coordinated with and given by the COTR.

C.5.12.3 Special Cleaning Requirements

The Contractor shall comply with the special cleaning requirements for designated areas of the Facility.

C.5.12.4 Related Services

The Contractor shall perform the following janitorial and related services on an as-needed basis, at the frequency indicated, or as directed by the COTR or Designee:

C.5.12.4.1 Utility Work/Emergency Janitorial Requests

The Contractor shall be responsible to provide utility cleaning services as requested by the COTR. Utility services shall result from one (1) or more of the following

developments such as spills, leaks, floods, sickness, or breakage. In addition, the Contractor shall be responsible to provide special cleaning before, during and after special events.

C.5.12.4.2 Human, Animal and Avian Excrement Removal

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

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

   b. Respirators shall be used in accordance with OSHA regulations, 29 CFR 1910.134, including fit testing of respirators, maintenance, training, and storage requirements.

   c. The Contractor shall ensure that all Contractor personnel wear protective coveralls, gloves, boots, and hats and do not eat, drink, or smoke in the work area.

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

   e. The Contractor shall not use metal scrapers or wire brushes on stone, decorative metal, or other ornamental materials. The Contractor shall use only non-metallic tools such as plastic spatulas and brushes with natural fiber or nylon bristles, or their equivalent on historic structures; such tools shall also be used to remove the excrement from all surfaces.

   f. The Contractor shall perform excrement removal on all exterior surfaces from the outside of the building. The Contractor shall ensure that building occupants and the general public are kept clear of the work site during all operations. The Contractor shall provide all barricades and signage necessary for public protection.

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

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

C.5.12.4.3 Support Services

The Contractor shall furnish the required manpower, cleaning materials, and equipment for the support services described below.

1. Service lobbies and high public use areas.
2. Perform special cleaning required by building occupants vacating specific building areas; conferences, hearings, cleanup work made necessary by water infiltration and similar occurrences.
3. Assist in loading, unloading, and distribution of building supplies needed for general building operation, not tenant moves.
4. Provide additional cleaning and servicing requirements as identified by the COTR.
5. Set-up and dismantle tables and chairs for lobby displays for press conferences, meetings, and special events, as needed. Set-up and removal of tables and chairs for displays and events in common areas, or any other building function as directed by the COTR.
6. Function as onsite incident commander during building emergency response situations and drills during the course of Normal Occupant Working Hours and after.
7. Report fires and hazardous conditions to the COTR.
8. Lock rooms in security areas after cleaning and return keys to designated office.
9. Turn in lost and found articles to the DGS Protective Services Division staff on duty or designated lost & found area.
10. Notify the DGS Protective Services Division staff on duty when unauthorized or suspicious persons are seen on the premises.
11. During inclement weather, lay out floor mats in entrances and lobbies. Clean, remove, and store mats when no longer required.

C.5.12.4.4 Quarterly

The Contractor shall provide the following related services on a quarterly basis:

a. **High dusting and cleaning beyond eight feet (8')** The Contractor shall maintain all surfaces free from all dust, lint, litter and soil, beyond seventy inches (70"). Contractor shall maintain all surfaces free from dirt, smudges and markings. Contractor shall maintain ceiling free from cobwebs and loose dirt.
b. **Steam clean shower areas** The Contractor shall adhere to the same requirements as documented above in "Clean Interior Spaces – Rooms and Offices" and "Clean and disinfect restroom…" to steam clean shower areas. The Contractor shall steam clean shower areas with a pressure washer having sufficient PSI to remove imbedded dirt, scales, and scum on a quarterly basis or as needed.
c. **Treatment of hard floor surfaces** (excluding garage) The Contractor shall strip and wax all hard surface floors on a quarterly basis or as directed otherwise by the COTR.

C.5.12.4.5 Semi-annual

The Contractor shall provide the following related services on a semi-annual basis:

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

b. **Window washing (inside and outside):** The Contractor shall wash and clean windows, inside and outside, utilizing a squeegee to prevent streaking.

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

C.5.12.4.6 Annual

The Contractor shall provide the following janitorial related services on an annual basis:

a. **Strip, seal, and Maintain Garage Floors**: The Contractor shall strip and seal, with two (2) coats of sealant, the garage floors. The Contractor shall also maintain the garage, performing repairs in the garage(s), to include but not limited to painting, patching, concrete and masonry work.

b. **Stripped and Refinished Floors:** The Contractor shall maintain all stripped and refinished floors for maximum gloss and uniform sheen from wall to wall including corners. The Contractor shall present all refinished floors in a clean appearance free from scuffmarks or dirt smears. The Contractor shall relocate

and return all equipment and furnishings needing relocation during stripping and refinishing to their original positions.

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

C.5.12.5 Cleaning Standards

C.5.12.5.1 The District will prescribe areas to be cleaned and the cleaning standards that the Contractor shall meet. In doing so, the District may implement a Quality Assurance Surveillance Program (QASP), including inspections/evaluations of each phase of the Routine Cleaning requirement as well as the related services performed by the Contractor. Emphasis of the District's QASP will be placed on quality and timeliness of Contractor service delivery.

C.5.12.5.2 The Contractor's performance will be based on the District's evaluation of results, not the frequency or methods of performance. The evaluation results will be based on tenant satisfaction, Contractor and designee's inspections, District inspections, surveys and best trade practices; final results will be the determining factor for the success or failure of this contract.

C.5.12.5.3 Should the Contractor fail to furnish these supplies and services upon request, the District will procure services needed to obtain the desired result, and the Contractor shall be assessed all associated costs by deducting same from the Contractor's submitted invoice for payment.

C.5.12.6 Upkeep of Machine and Equipment Rooms and Storage Areas

The Contractor shall maintain machine and equipment rooms and storerooms in a clean and orderly manner. The Contractor shall ensure when work is performed in these areas, the Contractor's personnel shall clean up all debris and leave the area in a presentable condition at the end of each workday.

C.5.12.7 Environmentally Preferable Purchasing

C.5.12.7.1 The Contractor shall comply with the Office of Contracting (OCP) Directive 1303.00 dated October 1, 2003 entitled "Environmentally Preferable Purchasing." And other federal requirements are found in Executive Order 13101—Greening the Government through Waste Prevention, Recycling, and Federal Acquisition.

C.5.12.7.2 Contractor shall consider products and equipment certified by Green Seal, non-profit organization devoted to environmental standard setting, product certification, and public education or substantially equivalent certification (2006 Cleaning Services—GS-42 10).

C.5.13 LANDSCAPING SERVICES

The Contractor shall possess and maintain a working knowledge of the landscaping services required for continued optimal operation. The Contractor shall furnish all labor, supervision, tools, supplies, and heavy commercial grade equipment necessary to provide landscaping services including care and maintenance, weeding, watering and fertilization of existing landscape materials and surfaces; and installation and transplantation of landscape materials and surfaces.

C.5.13.1 Plant Materials

C.5.13.1.1 The Contractor shall purchase, deliver, and install flowering seasonal replacement and new plant material on a quarterly basis. The Contractor shall ensure plant materials are healthy, robust and in good appearance.

C.5.13.1.2 The Contractor shall immediately replace or restore damaged landscape plant materials, landscape surfaces, or structures caused for any reason, including but not limited to normal operations, public vandalism, acts of God, rodents, insects, animals, or as a result of the Contractor's negligence. All plant materials purchased for and installed shall become the property of the District.

C.5.13.1.3 Warranty

The Contractor shall maintain and guarantee all plant life for a period of one (1) year after completion of work. The Contractor shall replace all dead, unsightly, or unhealthy plants within three (3) business days.

C.5.13.1.4 Plant Pits and Location

The Contractor shall ensure all plant pits are dug one-and-one-half (1½) times the dimension of the root ball and set in the pit on a layer of compacted backfill, consisting of topsoil or approved soil mixture, vertically and centered accordingly. In addition, the Contractor shall:

a. Place the most desirable side of the plant toward the prominent view;
b. Backfill all air spaces and voids surrounding the root ball to half the depth of the ball, and then tamped so as to situate the plant in a stable and well aligned position;
c. Fold back and remove accordingly all excess burlap and tying cord; for balled and burlapped plants;
d. Remove all plastic wrapping before the placement of backfill;
e. Backfill the remainder of the pit in order to conform to established grades, tamped, and watered thoroughly, all within the same planting day; and
f. Take care during handling, backfilling, tamping and watering to avoid plant damage, especially cracking or breaking of the root ball.
g. Apply plant life between March 1st and March 15th of each year or as otherwise directed by the COTR.

C.5.13.2 Grass Cutting

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

a. ***Rough Cut:*** Only in those areas not identified as manicured lawn, the Contractor shall cut grass at approximately one-half (1/2) the number of frequencies as manicured lawn areas. Rough-cut areas do not require removal of accumulated clippings, edging or trimming.

b. ***Trimming:*** The Contractor shall trim around monuments, fences, poles, walls and a sign each time the grass is cut, and the trim shall be the same height as the cut grass.

c. ***Edging:*** The Contractor shall establish and maintain a well-defined line for all edging around curbs, walks, and ornamentals each time the grass is cut.

d. ***Lawn Planting:*** The Contractor shall not mow lawn areas containing naturalized plantings of flowering plants until their foliage has turned yellowish-brown and died back to the ground.

C.5.13.3 Fertilizing

The Contractor shall apply fertilizer in accordance with IPNM policy, giving preference to employing physical, mechanical, cultural, biological, and educational tactics to prevent conditions that promote pest infestations and excess nutrient use. The Contractor shall ensure that a District Government representative is present at all times when fertilizer and chemicals are being applied. The Contractor shall fertilize the following prior to mulching:

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

C.5.13.4 Mulching

C.5.13.4.1 The Contractor shall use commercial grade mulch of a consistent color, shredded hardwood bark or an equivalent approved by the COTR and place around the following:

a. Shrubs;
b. Ground Cover;
c. Flower Beds;

d. Perennials;
e. Trees; and
f. Ornamentals.

C.5.13.4.2 The Contractor shall maintain all mulched areas by raking, debris removal, re-establishing edging, and removal of excessive mulch and soil buildup prior to new mulch application. The Contractor shall mulch all ornamentals, including borders and openings within round cover beds, but only after fertilizer has been applied in accordance with IPNM practices.

C.5.13.5 Weeding

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

C.5.13.5.1 Ornamentals

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

C.5.13.5.2 Non-planted Areas

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

C.5.13.6 Pruning

The Contractor shall prune and shape all trees, shrubs, including deciduous, and evergreens. Work shall include, but not be limited to.

a. Trees;
b. Shrubs; and
c. Ground Cover

C.5.13.7 Scheduled Services

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

C.5.13.7.1 Monthly

The Contractor shall perform or provide the following landscaping services monthly as indicated below:

a. The Contractor shall provide the following services ***by March 25th***. A District Government representative must be present at all times when fertilizer and chemicals are being applied.
    1. Prune trees, trim, clip, and shear vines, hedges and shrubbery;
    2. Remove underbrush, trim fence line, guard rails, sign posts, walls and flag poles;

3. Mulch all beds and trees to three (3) inches in depth;
4. Clean-up all debris generated from pruning, clipping and shearing;
5. Police entire site;
6. Apply herbicide along fence lines and sidewalks; and
7. Apply fertilizer to beds and trees.

b. The Contractor shall provide the following services ***by April 25th***. A District Government Representative must be present at all times when liming is being performed. Irrigation and liming to be performed at different times.
    1. Trim, clip and shear vines, hedges and shrubbery after trim, clip and shear vines, each mowing;
    2. Weed beds and turn mulch, adding new mulch if necessary, to maintain three (3) inches in depth;
    3. Clean-up all debris generated from pruning, clipping and shearing;
    4. Police entire site, mow, edge, and collect grass;
    5. Irrigate beds;
    6. Aerate lawn area;
    7. Re-grade, seed and sod as necessary; and
    8. Apply lime to grass areas.

c. The Contractor shall provide the following services ***by May 25th***. The Contractor shall perform irrigation and spraying on different days. The Contractor shall ensure that a District Government representative is present at all times when spraying is being performed.
    1. Shear, clip and trim hedges, vines and shrubbery;
    2. Weed and mulch all beds and trees to maintain three (3) inches in depth;
    3. Replant shrubs and vines;
    4. Clean-up all debris generated from pruning, clipping and shearing;
    5. Police entire site, mow, edge, and collect grass; and
    6. Irrigate lawn and beds.

d. The Contractor shall provide the following services ***by June 25th*.**
    1. Shear, clip and trim hedges, vines and shrubbery;
    2. Weed and mulch all beds and trees to maintain three (3) inches in depth;
    3. Clean-up all debris generated from pruning, clipping and shearing;
    4. Police entire site, mow, edge, and collect grass; and
    5. Irrigate lawn and beds.

e. The Contractor shall provide the following services ***by July 25th***. Irrigation and spraying shall be performed on different days. The Contractor shall ensure that a District Government representative is present at all times when spraying is performed.
    1. Shear, clip and trim hedges, vines and shrubbery;
    2. Weed and mulch all beds and trees to maintain three (3) inches in depth;
    3. Clean-up all debris generated from pruning, clipping and shearing;
    4. Police entire site, mow, edge, and collect grass; and
    5. Irrigate beds.

f. The Contractor shall provide the following services ***by August 25th***.
    1. Shear, clip and trim hedges, shrubbery and vines;
    2. Weed and mulch all beds and trees to maintain three (3) inches in depth;
    3. Clean-up all debris generated by shearing, clipping and trimming;
    4. Police entire site, mow, edge, and collect grass; and
    5. Irrigate lawn and beds.

g. The Contractor shall provide the following services ***by September 25th.***
    1. Shear, clip and trim hedges, shrubbery and vines;
    2. Weed and mulch all beds and trees to maintain three (3) inches in depth;
    3. Clean-up all debris generated by shearing, clipping and trimming;
    4. Aerate and seed;
    5. Police entire site, mow, edge, and collect grass; and
    6. Irrigate lawn and beds.

C.5.13.8 Water Source

The Contractor may connect to any existing hose bibs, water lines, or other connections that are provided for the purpose of watering at each Facility, otherwise water shall be provided by and at the expense of the Contractor. The Contractor shall provide the hose, sprinklers, and any other equipment needed for proper application of the correct amount of moisture. The Contractor shall locate and mark all underground utilities in areas of work.

C.5.13.9 Green Roof

To the extent present, the Green Roof may consist of different types of ground cover intermixed. The Contractor shall provide supplemental irrigation once each week for the first growing season. The Contractor shall prepare a complete maintenance plan and schedule for the Green Roof.

C.5.13.9.1 Vegetation Maintenance Plan

The Contractor shall develop a comprehensive, management plan for the on-going maintenance of all vegetation at the Facility. The management plan shall include but is not limited to the following:

a. Annual soil testing and fertilization plan;
b. Establishment Period Watering Schedule (one (1) year post installation) and Drought Watering Plan (Severe Weather);
c. Periodic weeding plan (Spring and Fall);
d. Overall roof maintenance plan that ensures survival of vegetated cover;
e. Drainage maintenance plan;
f. Storm/Wind repair guidelines and plan;
g. Outline of experience maintaining vegetated roofs (including Facility address, size of vegetated roof, owner contact information, and an annual soil testing and Fertilization Schedule).

C.5.13.10 Irrigation Systems

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

C.5.13.10.1 Irrigation Services

C.5.13.10.1.1 The Contractor shall provide automated irrigation system inspection and maintenance services for all existing automated irrigation.

C.5.13.10.1.2 The Contractor shall provide automated irrigation systems inspection and maintenance services in accordance with the applicable ANSI standards with the start-up and winterizing dates to be established by the COTR representative.

C.5.13.10.2 Irrigation Systems Monthly Inspections

The Contractor shall perform monthly visual inspections of all irrigation systems to evaluate the need for repairs, adjustments, or to schedule maintenance. Inspection shall be completed within the first week of each month. Services shall include an examination of the following components or elements of the irrigation systems at a minimum.

a. Adjust nozzles, sprays, rotors, risers to avoid spray onto pathways, sidewalks, and streets, in-fields, and to maximize coverage and efficiency;
b. Adjust irrigation clocks including run times to current weather conditions and permitting schedule of the fields that shall be provided by the COTR.
c. Note damaged valve box covers;
d. Note all damaged or missing nozzles and replace broken wires;
e. Check rain and freeze sensors and note missing or defective rain sensors;
f. Note broken lateral or mainlines;
g. Troubleshoot potential problems and implement approved preventative measures; and
h. Submission of an irrigation report. The Contractor shall submit the reports by the next business day following the first week of the month.

C.5.13.10.3 Irrigation Systems Repair and Maintenance Schedule and Requests

The Contractor shall notify and obtain the approval of the COTR before performing any repairs on an irrigation system. The Contractor shall submit recommendations on zone modifications or additions to the COTR for review and approval before performing work. Damage to any parts of the irrigations systems that are the result of the Contractor's performance of work shall be repaired at the Contractor's cost and at no cost to the District.

C.5.13.10.4 Irrigation System Start up and Winterization Services

a. The Contractor shall perform the following start-up services in the Spring and winterizations services in the Fall for each irrigation system as directed by the COTR. The Contractor shall at a minimum include the following:

    1. Evaluation of the controller program;

2. Inspection and fine-tuning of all irrigation heads;
3. Inspection of wire connections at controller and all valve boxes;
4. Inspection of rain sensor components;
5. Location of all electronic valve boxes;
6. Inspection of backflow connections for leaks and wear;
7. Measurements of water pressure and inspect water source for correct operation.
8. System audit and adjustment of systems for water efficiency;
9. All irrigation systems shall be drained completely; and
    i. All water supply valve shall be shut off and their location clearly be identified by physical marking (required for winterization only).
    ii. After a startup or winterization service has been performed, the Contractor shall submit a list of items that are broken or need fixing to the COTR within 24 hours. Repairs to the irrigation system shall be conducted in accordance with the Supplemental Repair component of this contract. The Contractor will give notice to the COTR when done with any irrigation repairs.
    iii. The Contractor shall provide extra soil to bring all irrigation boxes and heads up to a level surface, including the need to fill around any irrigation boxes or heads.

C.5.13.10.5 **Irrigation System Start up Certification**

The Contractor shall certify the operable status or condition of each irrigation system upon completion of the spring start up services. The Irrigation System Start up Certification for spring shall be provided as set forth in the deliverables section.

C.5.13.10.6 The Contractor shall certify the status or condition of each irrigation system upon completion of the fall shut down services. The Irrigation System Shut Down Certification for Fall shall be provided in accordance with the contract deliverables.

C.5.13.11 **Debris Removal**

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

C.5.13.12 **Adjacent Interference**

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

C.5.13.13 **Storage**

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

C.5.13.14 Signage

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

C.5.13.15 Water Treatment Program

The Contractor shall develop and submit a comprehensive Water Treatment Program to the COTR thirty (30) days after contract start. The Contractor shall incorporate the Water Treatment Program in the Contractor's BOP (**C.5.2.1.5**) and ensure that the Water Treatment Program includes at a minimum:

a. A description of the water treatment, equipment and systems; and chemicals,
b. A description of the services required to control corrosion, scale, algae, slime and bacterial growth in all HVAC equipment and systems throughout the building;
c. Meets the original equipment manufacturers recommendations;
d. Conforms with applicable federal and District sanitation and environmental regulations;
e. Perform water treatment and provide safety equipment (e.g., emergency eyewash stations) maintained in accordance with OSHA standards; and
f. Identify all tests to be performed as part of the monthly analysis.

C.5.13.15.1 Initial Analysis

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

C.5.13.15.2 Approval

The Contractor shall NOT begin any chemical treatment of any system until the Contractor's Water Treatment Program is submitted to and approved by the COTR in writing. The Contractor shall be required to continue with the District's existing water treatment procedures that are in effect at contract start, until such time as the Contractor's proposed water treatment program is accepted by the COTR.

C.5.13.15.3 Water Treatment Conditions Report

The Contractor shall generate a water treatment conditions report ("initial report") based on this analysis, the Contractor shall use the report to develop a Water Treatment Program, which shall include daily field tests, monthly laboratory analysis and weekly biocide rotation. The Contractor shall incorporate the initial report and the Water Treatment Program into the BOP **(C.5.2.1.5)**.

C.5.13.15.4 Changes

The Contractor shall submit supplemental reports to identify any changes in the Water Treatment Program as they occur.

C.5.13.15.5 Water Samples

The Contractor shall draw one (1) complete set of water samples from all water systems as required by OSHA. The Contractor shall ensure that the test water samples are obtained and processed by or under the supervision of a qualified chemist approved by the COTR. The Contractor shall notify the COTR when water samples are to be taken.

C.5.13.15.6 Water Sample Reports

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

C.5.13.15.7 Duplicate Water Samples

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

C.5.13.15.8 Coupon Rack

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

C.5.13.15.9 Corrosion Coupons

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

C.5.13.15.10 **Weekly Testing (Field Test)**

The Contractor shall perform weekly water field tests for open HVAC loops for pH, TDS, conductivity, corrosion inhibitor concentration, and concentration of biocides.

C.5.13.15.11 The Contractor shall enter results on a daily basis into the logs and a copy of the records shall be maintained on site.

C.5.13.15.12 **Monthly Testing (Lab Analysis)**

The Contractor shall draw a set of water samples monthly, for all HVAC water loops, which are in active use during that season, for independent lab analysis. The Contractor shall conduct monthly water sample testing as described in the Water Treatment Program and utilize a qualified laboratory technician to analyze the monthly samples.

C.5.13.15.13 **Monthly Water Testing Report**

The Contractor shall submit a monthly report to the COTR by the 10th calendar day of each month wherein the report shall contain all pertinent information, relative to the conditions found (to report results from the previous month).

C.5.13.15.14 **Chemical Usage Documentation**

The Contractor shall maintain documentation of chemicals on hand and chemicals in use at the facility including at a minimum the following:

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.5.13.15.15 Warranty of Chemicals

C.5.13.15.15.1 The Contractor shall ensure that chemicals used in the performance of the required Property Management 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.5.13.15.2 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), and the Environmental Protection Agency (EPA).

C.5.13.15.16 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.5.13.15.17 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.5.13.15.18 Hardware and Software

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

C.5.13.15.19 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.5.13.16 Preventive Maintenance

The Contractor shall provide the scheduled services described in **Section C.5.2.1.8** and other preventive landscaping related services.

C.5.13.16.1 Preventive Maintenance Schedule

The Contractor shall include scheduled landscaping services in the Preventive Maintenance Schedule described in **Section C.5.2.1.8.6**.

C.5.14 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.5.14.1 Integrated Pest Management

C.5.14.1.1 The Contactor shall develop and implement an Integrated Pest Management (IPM) program to control pest population within the facility with the least amount of risk to people and the environment. The Contractor's IPM Program shall be submitted to the COTR for approval within thirty (30) days of Contract award and 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 the 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).
i. 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 before application and provide copy of pesticide label to COTR.
j. Provide and post 'Pesticide Use Notification' signs or other warnings in coordination with the COTR.

C.5.14.1.2 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.5.14.1.2.1 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 inspection of all areas of the building including outside with an emphasis on areas more prone to pests than others such as cafeterias, food storage areas, staff lounges, 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.5.14.1.2.2 The Contractor shall note a key difference between IPM, and traditional pest control is that IPM often uses "action thresholds," the pest level in a IPM program at which a technician takes action to control a pest. 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 those actions that may be taken to correct sanitation, clutter, and other problems that can lead to pests.

C.5.14.1.2.2.1 **Bed Bugs Removal**. In addition, the Contractor shall be required to take corrective action necessary to remove "bed bugs" (or similar types of pests) from residential units (including beds and couches) upon request from the COTR.

C.5.14.1.2.2.2 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.5.14.1.2.3 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.

C.5.14.1.2.3.1 The Contractor shall post Notification of Intent to Use Pesticides in building to receive chemical treatment at least twenty-four (24) hours prior to application. The Contractor shall provide the COTR 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 twenty-four (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 of the pesticide treatment to instruct persons not to enter the treated area and not to remove the signs for a period of at least twenty-four (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.5.14.1.2.3.2 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; The pesticides used by the Contractor shall be registered with the United States Environmental Protection Agency (EPA) and the District of Columbia;
d. 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
e. The Contractor shall ensure that pest control products are placed where they are inaccessible to children, staff, and the public.

C.5.14.1.2.3.3 Before a bait station is used in a facility; the IPM Technician shall place a notice or sign on the door of the room in which the bait station is placed indicating the date of placement, the name of the contact person for additional information including

information on potential adverse effects. The notice or sign shall remain posted until the bait station is removed (applies to monitoring stations as well).

C.5.14.1.2.4 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** - Within ten (10) days of Contract award (or within such other time frame specified by the COTR), the Contractor's staff shall develop 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.

C.5.14.1.3 The Contractor shall provide service calls between routine service inspections requested by the COTR. The Contractor shall respond and begin the necessary work within two (2) hours receipt of COTR request for pest control services.

C.5.14.1.4 The Contractor shall provide licensed IPM Technicians as part of the IPM Program for the facility. 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.5.14.1.4.1 The Contractor shall ensure that all its IPM Technician employees, including subcontractors (if applicable), applying pesticides in facility or on its grounds shall hold and maintain a current "Pest Control License" and dated Pesticide Applicator Certificate issued by the D.C. Department of Energy and Environment (DOEE) through the life of the Contract. All Pest Applicators shall be trained and knowledgeable in the fundamentals, principles, and practices of IPM. The Contractor and staff shall follow all DC Regulations and label precautions and shall comply with the IPM Program. Throughout the life of this Contract, the Contractor and all of its subcontractors and sub-consultants (regardless of tier) shall comply with all licensing, accreditation, and registration requirements and standards under

Applicable Laws for the performance of the Contract. Information on applicable pesticide licensing can be found on the D.C. Department of Energy and Environment web site at https://doee.dc.gov/.

C.5.14.1.4.2 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 building manager, custodial supervisor, and cafeteria manager.

C.5.14.1.4.3 The Contractor shall ensure staff has the necessary experience and licenses to perform the required work in accordance with **Section C.5.18.2**.

C.5.14.1.5 Within ten (10) days of Contract award (or within such other time frame specified by the COTR), 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 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 at least one (1) day in advance.

C.5.14.2 **Preventive Maintenance Schedule**

The Contractor shall include scheduled pest management services in the PM Schedule described in **Section C.5.8.1.8**.

C.5.15 LOCKSMITH SERVICES

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

C.5.15.1 **Locks and Keying Services**

The Contractor shall furnish the following locksmith services:

a. Routine, normal wear and tear, installation and removal of locksets 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 lock.

C.5.15.1.1 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 supplemental service.

C.5.15.1.2 Contractor shall coordinate through the COTR request for blanks when duplication requests are received from tenant occupants.

C.5.15.2 **KEYING & LOCK SYSTEM GUIDELINES**

No keying and lock system designs and installations shall be in conflict with the DGS Facilities Maintenance Unit guidelines. Any deviation shall be expressly approved by the COTR. The specific keying and lock system guidelines shall be provided to the successful Offeror at the time of Contract award.

C.5.15.3 **Lost Keys**

If a Contractor's employee loses a key(s), (at no cost to the District) the Contractor shall be responsible for changing or re-tumbling all affected locks and shall provide the appropriate keys to the COTR. In the event that a master key(s) in the Contractor's possession is lost or duplicated, (at no cost to the District) the Contractor shall replace all locks and keys for that system at the Contractor's expense and the Contractor shall provide new keys to the COTR. The Contractor shall ensure that all new locks fit existing master key(s) systems and be pinned to fit existing keys for the locks being replaced, except when master keys are lost as previously described in this paragraph.

C.5.15.4 **Frequency**

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

C.5.15.5 Preventive Maintenance Schedule

The Contractor shall include scheduled locksmith services in the PM Schedule described in **Section C.5.8.1.8.6**.

C.5.16 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.5.16.1 Leadership in Energy and Environmental Design (LEED) Requirements

C.5.16.1.1 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 (a), 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.

Within ten (10) days of Contract award (or within such other time frame specified by the COTR), the Offeror must develop a comprehensive, LEED building maintenance proposal that contains policies and procedures developed to ensure proper maintenance of relevant building design and construction measures implemented to maintain LEED Certification for the Facility. The proposal must include but is not limited to the following:

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

The Contractor may be required to participate in the LEED EBOM Certification Process during the life of the Contract.

C.5.16.1.2 **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.5.16.2 **Environmental Management Services**

C.5.16.2.1 The Contractor shall ensure that a copy of all the below permits, records, drawings, logs, inspections, surveys, inventories, and plans are provided to the DGS Facilities Division, Office of Safety and Health for compliance review.

C.5.16.2.2 The Contractor shall immediately contact the COTR, in the event any hazardous materials removal, abatement, or industrial hygiene services are required.

C.5.16.2.3 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 COTR.

C.5.16.3 **Safety and Environmental Management Services**

C.5.16.3.1 **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.5.2.1.5** shall describe the specific local operating permit rules that apply to equipment in the building and summarize the requirements to be met.

C.5.16.3.1.1 **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 DOB approvals have been achieved. Documentation shall include:

a. Notice of DOB 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.5.16.3.2 **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.5.16.3.3 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.5.16.3.4 Combustible and Flammable Waste

The Contractor shall provide approved metal storage cabinets and waste containers for flammable materials and stored properly. 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.

C.5.16.3.5 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.5.16.3.6 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.5.16.3.7 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.5.16.3.8 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.5.16.3.9 Asbestos

C.5.16.3.9.1 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.

C.5.16.3.9.2 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.5.16.3.10 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 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.5.16.3.10.1 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.5.16.3.10.2 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.5.16.3.11 Hazardous Materials Plan

As a part of Contractor's BOP **Section C.5.2.1.5** 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 1910.1200;
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. Procedure for the containment, removal, and disposal of all hazardous materials.

C.5.16.3.12 Providing Escorts for Surveys

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

C.5.16.3.13 File Maintenance, Service Calls, and Repairs

The Contractor shall maintain files in the following formats:

a. Electronic;
b. Hard copy; and
c. Within the Salesforce, 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.5.16.3.14 Additional Obligation

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

C.5.16.3.15 Contractor Emergency Plan

C.5.16.3.15.1 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.5.16.3.16 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 emergencies including but not limited to fires, accident and rescue operations, Contractor personnel strikes, civil disturbances, natural disasters, and utility service outages.

C.5.16.3.16.1 The Contractor's Emergency Response Plan (CERP) shall be submitted to the COTR five (5) days after award and updated as needed. The CERP shall include, at a minimum, the following:

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

C.5.16.3.17 **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 **(Section C.5.2.1.5)**.

C.5.17 SPECIALIZED SERVICES – SITE SPECIFIC – *RESERVED [Intentionally Omitted]*

C.5.18 COMPLIANCE WITH FEDERAL AND DISTRICT CODES, LAWS, AND REGULATIONS

C.5.18.1 Laws and Regulations

C.5.18.1.1 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 **Section C.2**, and any other relevant laws and regulations.

C.5.18.1.2 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.5.18.1.3 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.5.18.1.4 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.5.18.2 Licenses and Permits

C.5.18.2.1 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.5.18.2.2 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.5.18.3 Licensing, Bonding, and Screening

The Contractor employees must be licensed and bonded, as required by DOB or any other applicable law. Additionally, employees of Contractor's subcontractors who have access to the Facility must pass all screening and background check requirements consistent with the District's Policy for Mandatory Drug and Alcohol Testing of Employees who Serve Children or Youth (if applicable); this is applicable to any Contractor, employee or volunteer. Contractor shall incorporate the conditions of the District's policy within their company policy and provide a copy of such procedure validating continuous compliance.

C.5.19 PROPERTY MANAGEMENT SERVICES PERSONNEL AND ADMINISTRATIVE REQUIREMENTS

The Contractor shall provide the following Property Management Services Related Services:

C.5.19.1 Staff

C.5.19.1.1 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 its part or that of its 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.5.19.1.1.1 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.5.19.1.2 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.5.19.1.3 Key Personnel

The Contractor shall provide, **at a minimum**, a Property Operations Manager, Chief Engineer, Custodial Service Manager, and a Maintenance Worker as key personnel. The key personnel are considered essential to the work being performed under this solicitation. The list of key personnel along with their complete contact information shall be submitted as a part of the BOP, Section **[C.5.2.1.5]**. The Contractor shall ensure Key Personnel, 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 LEED level Standard Requirements and Services applicable to the building.

C.5.19.1.3.1 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. Shall possess the skills specific to the Facility;

b. Shall possess operational experience consistent with the functions identified in **Section C.5**;

c. Shall demonstrate a thorough understanding and demonstrated experience of mechanical, electrical, and utility systems, maintenance and repair, and cleaning functions;

d. Shall possess 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 to this contract.

e. Shall be able to demonstrate that he/she has the capacity to provide positive customer relations and skills.

f. Shall be fully certified in all LEED level Standard Requirements and Services applicable to the building.

C.5.19.1.3.2 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 Contractor and act on behalf of the Contractor during the term of the Contract. The CE shall work on-site at the Facility during Normal Occupant Working Hours and be available after hours via mobile phone. The Contractor must ensure the CE meet the following qualifications:

a. Shall possess the skills specific to the Facility;

b. Shall possess operational experience consistent with the functions identified in **Section C.5**;

c. Shall demonstrate a thorough understanding and demonstrated experience of mechanical, electrical, and utility systems, maintenance and repair, and cleaning functions;

d. Shall possess and retain a District of Columbia 3rd Class Stationary Engineers license as required by the District;

e. Shall possess at least three (3) 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 to this Contract, including documentation that the Chief Engineer has a minimum of three (3) years' operating experience with the Facility installed BAS; and

f. Shall be able to demonstrate that he/she has the capacity to provide positive customer relations and skills.

C.5.19.1.3.3 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 Contractor 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. Shall possess the skills specific to the Facility;

b. Shall possess experience in directing operation and maintenance of a commercial building for custodial services, supervisory control systems and other characteristics of custodial services to be performed and maintained under this contract.

c. Shall possess 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.5.19.1.3.4 Maintenance Worker (MW)

The Contractor shall designate a qualified MW as the primary person responsible for performing in-house maintenance services at the Facility, as contemplated hereby, including "Level 1 Maintenance Services" (as defined below). The designated MW shall be an employee of the Contractor and act on behalf of the Contractor during the term of the Contract. The MW shall work on-site at the Facility during Hours of Operation and be available after hours via mobile phone. The Contractor must ensure the MW meet the following qualifications.

a. Shall possess the skills specific to the Facility;

b. Shall possess "in-house" maintenance experience consistent with the functions identified in **Section C.5** (including Level 1 Maintenance Services);

c. Shall demonstrate a thorough understanding and demonstrated experience of mechanical, electrical, and utility systems, maintenance and repair, and cleaning functions;

d. Shall possess at least three (3) years of recent (within the past five (5) years) experience in performing general maintenance services "in-house" at building(s) of relevant size, type, complexity and scope to this solicitation; and

e. Shall be able to demonstrate that he/she has the capacity to provide positive customer relations and skills.

For purposes of this solicitation, the term **"Level 1 Maintenance Services"** shall include the following:

a. General Repair and Maintenance Services including: tightening bolts, clamps, screws in furniture, and door hinges; tightening loose door knobs and replacing missing knobs; adjusting door checks; replacing broken and stained drop-in type acoustical ceiling tile (and, if containing asbestos, only if cleared by the Environmental and Safety Unit of DGS's Facilities and Management Division); replacing loose floor tile such as vinyl and rubber (and, if containing asbestos, only if cleared by the Environmental and Safety Unit of DGS's Facilities and Management Division); tightening and replacing toilet seats; assembling and disassembling metal shelving and cabinets; re-attaching loose metal thresholds; re-attaching loose stair treads; replacing ceiling tiles; installing and repairing hardware on doors and windows: latches, kick plates, wall door stop, tighten screws and bolts on panic board; tightening loose brackets on handrails, both inside and outside; clearing dirt and debris from roof drains and storm drains (flat roofs); and cleaning AC filter cleaning on window unit and through the wall unit.

b. Electrical Repair Services including: replacing burned out fluorescent light tubes and if trained – ballasts – NOT 277 volts; replacing light fixtures lens; and replacing switch cover plates.

c. Plumbing Services including: cleaning kitchen grease trap; and attempting to unstop commode/urinal/sink/drinking fountain.

d. Painting Services including: removing rust from doors, doorframes and re-paint; re-painting exterior doors; and painting only the following: vinyl baseboards, fire doors, stair risers, toilet partitions, and concrete floors.

e. Grounds Maintenance Services including exterior trash pick-up, and leaf removal.

f. When and as Level 1 Maintenance Services are required, the Contractor shall be expected to have such services performed by the MW unless the COTR has authorize an exception (in his/her sole and absolute discretion)

C.5.19.1.4 Other Staff (Not Key Personnel)

The Contractor shall provide adequately trained staff and supervision, who is not required to be on-site at all, times, to perform the requirements described in **Section C.5**. 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.5.19.1.4.1 Administrative Staffer/s (AS)

The Contractor shall provide Administrative Staffer/s (AS) for Service Call Operations **Section C.5** and tenant request implementation and management of the required services. The Contractor shall provide the appropriate AS 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 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. Receive performance evaluations that consider the results of tenant satisfaction surveys and tenant complaints.

C.5.19.1.4.2 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 email as a method of documented informal communication between the Contract manager and District representatives.

C.5.19.1.4.3 On-Site Supervisor

The Contractor shall provide an "on-site supervisor," who may also be one of its other on-site employees, 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.5.19.1.4.4 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.5.19.1.4.4.1 Technicians and Service Personnel

The Contractor shall maintain a sufficient number of technicians in an effort 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.2**;

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. Are not employee(s) 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) workdays 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 DLCP 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, issued by the District of Columbia.

iii. Plumbers shall possess a valid Journeyman Plumbers License issued by the District of Columbia.

iv. Backflow preventer 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. Technicians who assist in the testing and maintenance shall also provide proof of training 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.

vii. 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 and provide proof of such certification as a part of the submission of the BOP, **Section C.5.2.1.5**, 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, as amended.

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.5.19.1.5 Staff Documentation

C.5.19.1.5.1 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 **Section C.5.19.1** 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 DLCP or any other applicable law; and
f. Security Clearance Requirements as described in **Section C.5.19.1.6**.

C.5.19.1.5.2 The Contractor shall provide the same required documentation for all new employees hired after the Contract start date and 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, which are proposed for this Contract, and work history before issuing a certification of approval or denial in writing.

C.5.19.1.5.3 The Contractor shall ensure that the Contractor's staff documentation remains current and is updated as necessary to ensure current licenses, and certifications are maintained.

C.5.19.1.6 Security Clearance Requirements

C.5.19.1.6.1 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 work or be assigned duty in the Facility. Without limiting the above provisions, all workers, employees and subcontractors of the Contractor, together with any of their agents or representatives, who will have access to any Facilities must first pass all screening and background check requirements consistent with the District's Policy for Mandatory Drug and Alcohol Testing of Employees who Serve Children or Youth. The Contractor shall incorporate the conditions of the District's policy within its company policy and provide a copy of such procedure validating continuous compliance.

C.5.19.1.6.2 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 within twenty (20) days, but the screening process can or may takes longer than twenty (20) days,

C.5.19.1.6.3 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.5.19.1.7 Organizational Chart

C.5.19.1.7.1 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 as described in **Section C.5.19.1.3**;
b. Other staff as described in **Section C.5.19.1.4**;
c. Number of Positions/Job Classifications;
d. Lines of responsibility and accountability; and
e. Subcontractors.

C.5.19.1.7.2 The Contractor shall provide an updated Organizational Chart at a minimum annually.

C.5.19.1.8 Staffing Plan

The Contractor shall develop and provide a staffing plan consistent with the Contractor's organizational chart **Section C.5.19.1.7**. 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.5.19.1.9 Job Descriptions

Within ten (10) days of Contract award (or within such other time frame specified by the COTR), the Contractor shall develop and provide job descriptions for each position appearing on the Contractor's organizational chart **Section C.5.19.1.7**. 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.5.19.1.10 Training

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

C.5.19.1.11 Standards of Conduct

A. General. 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.

B. Non-Fraternization Policy. DGS strives to provide an environment for its Building Occupants that is respectful, fair and free of harassment or discrimination. In keeping with its commitment to provide excellent support services to its Building Occupants, and in order to avoid potential conflicts of interest, favoritism, exploitation, harassment or breaches of professional standards, DGS prohibits romantic or sexual relationships where there is an employee, Contractor, representative or owner of a Contractor (collectively, the "Contractor's Persons") and any Building Occupants. In the event such a relationship exists, the involved Contractor's Person must immediately report such relationship to the Property Operations Manager (or her/his designee) who, in turn, shall (i) notify the COTR immediately, and (ii) take appropriate steps consistent with this policy, including the permanent removal of such Contractor's Person from the Facility. Any Contractor's Persons who violate this policy will be subject to discipline, up to and including her/his permanent removal from the Facility or her/his termination of employment.

C.5.19.1.12 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.5.19.1.12.1 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 Time & Material Services, Deficiency Repair, or when providing any basic services. Subcontract Supervisors shall indicate their titles along with their signatures. All Contractor employees at the building entrance, and/or other location designated by the COTR shall sign the log, designed by the Contractor and acceptable to the District. 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.5.19.1.12.2 The Contractor shall ensure that every employee has a Contractor identification/building pass before the employee enters on duty; these passes differ from the Contractor issued passes to its employees in that the District shall furnish these passes in accordance with Protective Services Police Division (PSPD) policies and procedures then 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.5.19.1.12.3 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.5.19.1.12.4 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.5.19.1.12.5 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.5.19.1.12.6 The Contractor shall make its 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 Section **C.5.19.1.6**, "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.5.19.1.13 Communication

C.5.19.1.13.1 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 cell phones with email capability and wireless messaging devices to allow contact by the District at all times. The Contractor shall ensure that the mobile service provider's signal strength is adequate for successful communication transmission (data and voice) throughout the Facility or radio communication for use in low signal strength areas within the building shall be used. The Contractor shall ensure the devices are technologically current and such 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 SalesForce and any other operational software program used at the Facility.

C.5.19.1.13.2 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, participate, or attend meetings with tenant occupants or other District Agencies or Contractors, without the express approval of the COTR.

C.5.19.1.13.3 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 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.

C.5.19.1.13.3.1 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.5.19.1.14 **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.5.19.1.15 **Payroll Records**

The Contractor shall provide a certified copy of the Contractor's last payroll 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.5.19.2 **Supplies, Materials, and Equipment**

C.5.19.2.1 The Contractor shall furnish all supplies, materials, equipment, and vehicles necessary to provide the required services.

C.5.19.2.2 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.5.19.2.3 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.5.19.2.4 The Contractor shall arrange for the installation, at its expense, of private business telephones and mobile phones, and furnish the COTR with a list of these numbers.

C.5.19.2.5 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.5.19.2.6 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.5.19.2.7 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.5.19.2.8 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 any 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.5.19.2.9 The Contractor shall install private outside business phones for its 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.5.19.2.10 The Contractor shall not use propane-powered equipment in the building.

C.5.19.3 Hours of Operations/Time of Work

C.5.19.3.1 The Contractor shall perform all work Monday through Friday during Normal Working Hours, unless otherwise directed by the COTR.

C.5.19.3.2 Normal Occupant Working Hours for the Facility are listed in **Section C.3.1.50**.

C.5.19.3.3 As part of basic services, the Contractor shall maintain the operations of mechanical, electrical, and utility equipment at the Facility during other than Normal 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.5.19.3.4 The District recognizes the following holidays:

New Year’s Day	Dr. Martin Luther King Jr.’s Birthday
President’s Day	DC Emancipation Day
Memorial Day	Juneteenth Day
Independence Day	Labor Day
Indigenous People’s Day	Veterans 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 solicitation, 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.5.19.3.5 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 Working Hours. Hours of operation are to be determined by the Contractor and shall be clearly identified in the BOP, **Section C.5.2.1.5**.

C.5.19.3.6 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.5.19.3.7 **Additional Requirements**

The Contractor personnel shall be available at times other than those specified in the Contractor's BOP, **Section C.5.2.1.5**. Additional requirements for Contractor personnel may include, but will not be limited to the following:

a. Supplemental Facility operation services.
b. Supplemental 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.5.19.3.8 **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.5.19.3.9 **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.5.19.4 **Scheduling Work**

C.5.19.4.1 The Contractor shall move any furniture and portable office equipment in the immediate area where the Contractor is performing work and return the furniture to its original location upon completion of work. 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.5.19.4.2 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, if applicable. The Contractor shall not use pedestrian entrances unless otherwise authorized by the COTR.

C.5.19.4.2.1 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.5.19.4.3 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.5.19.4.3.1 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 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.5.19.4.4 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.5.19.4.5 Any work, which will alter the original appearance of the Facility, included in this specification, or which would affect the historical or other design of the Facility in any manner, shall be approved in advance by the COTR.

C.5.19.5 Quality Control Program (QCP)

C.5.19.5.1 The Contractor shall maintain on-site a formal quality control program (QCP), with the aim of preventing deficient Contract performance. This program shall be described in the BOP **Section C.5.2.1.5**; 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. Be consistent with best industry practices;
e. Assure timely provision of services;
f. Produce optimum tenant agency satisfaction; and
g. Provide adequate protection of District assets.

C.5.19.5.1.1 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 its subcontractor.

C.5.19.5.2 The Contractor shall revise the QCP during the life of the Contract to ensure objectives are met. All revisions shall be approved by the COTR. The QCP shall include, but not be limited to:

C.5.19.5.2.1 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, janitorial services) and inspection procedures that shall include the following:

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; and
f. Any changes to the inspection systems during the life of the Contract shall require the approval of the COTR.

C.5.19.5.2.1.1 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.5.19.5.2.1.2 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.5.19.5.2.2 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 following the end of the quarter. This report shall include at 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.5.19.5.2.3 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.5.19.6 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 the Contractor is awarded future District Contracts and whether the Contract is terminated for non-performance. Excessive tenant complaints, non-performance, or untimeliness 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.5.19.7 Performance Objectives

C.5.19.7.1 District representatives will conduct tours and inspections through the Facility and other areas covered by this solicitation, 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.5.19.7.2 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 SalesForce 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.5.19.8 Reports and Plans

C.5.19.8.1 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.5.19.8.2 Transition Plans

Within ten (10) days of Contract award (or within such other time frame specified by the COTR), the Contractor shall develop transition plans, which shall describe staffing and organizational structure during the phase-in and phase-out transition periods.

C.5.19.8.2.1 Phase-In

The Contractor shall submit a written Phase-in Transition Plan along with the BOP, **Section C.5.2.1.5**. The Phase-in Transition Plan for the Facility shall be in accordance with **Section C.4.2** and shall at a minimum:

a. Validate equipment tag installation;
b. Accept and confirm attic stock as directed by the COTR;
c. Accept and organize O&M documentation;
d. Accept and organize required equipment and system certifications; and
e. Coordinate and address participation in training provided by the COTR or the outgoing Contractor.

C.5.19.8.2.1.1 The proposed phase-in period shall start up-to thirty (30) days prior (or early as determined by the District) to the commencement of full services. During the

phase-in period, the Contractor shall be allowed to bring its employees on-site to familiarize staff with the Facility's operation of the equipment, building systems and general O&M building requirements and standards. The purpose of this phase-in period is to allow the Contractor the opportunity to make necessary preparations as an assurance of uninterrupted performance at the commencement of full services. The Contractor shall develop a phase-in plan to submit for COTR approval within fifteen (15) days after Contract award. The phase-in plan shall include equipment not in service and all other deficiencies, 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. All equipment out of service shall be the Contractor's responsibility to return to service. The Contractor shall absorb all costs associated with returning seasonal equipment to service, including labor, supplies, materials, and parts.

C.5.19.8.2.2 **Phase-Out**

The Contractor shall submit a written Phase-out Transition Plan at least ninety (90) days prior to Contract expiration for the base and each option year. The Contractor shall submit a written Conceptual Phase-out Plan along with the BOP **(Section C.5.2.1.5)**.

C.5.19.8.2.2.1 **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.5.19.8.2.2.2 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. The incumbent Contractor shall make its staff available to assist the COTR with the transitioning of services between the incumbent staff and new Contractor staff for a period determined by the COTR.

C.5.19.8.2.2.3 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.5.19.8.2.2.4 To correct deficiencies found during the joint inspection, the following applies:

a. The COTR will document equipment identification number(s), equipment location(s) and a detailed description(s) of the deficiency(ies) observed.
b. Upon request by the COTR, the Contractor shall submit a schedule for the completion of repairs.

c. The CO will resolve disputes that may arise between the Contractor and the COTR regarding prices for repairs. The Contractor shall file a claim with the CO for any prices for repairs that 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.5.19.8.3 **Monthly Performance Reports**

The Contractor shall deliver to the COTR on a monthly basis a report containing pictures depicting the condition of areas, systems and equipment prior to the Contractor performed its services hereunder, as well as the condition of such areas, systems, and equipment once it rendered such services.

C.5.19.8.4 **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 15th day of each month a comprehensive Monthly Summary Report (hard copy and electronic) to include all relative deliverables for that month ***and***:

C.5.19.8.4.1 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.5.19.8.4.2 Financial
Accounts Receivable Summary
Repair Detail (description and cost) under and over deductible threshold
Comprehensive Budget Reconciliation

C.5.19.8.4.3 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.5.19.8.4.4 Staff and Contract Data

Emergency Contact Information
Current Employee Listing with Photographs (Full and Part-Time)
Active Subcontractor Listing
Complete Vendor Listing

C.5.19.8.4.5 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.5.19.8.5 Pandemic Plan

The Contractor shall prepare a plan to safeguard its employees and provide for continued operations in the event of an influenza pandemic. The Contractor shall also prepare a plan that outlines the steps that they shall take to prevent and reduce the spread and mitigate the potential effect of an influenza pandemic on custodial/housekeeping operations. Given the unpredictable length and severity of a pandemic, the Contractors plan shall link their planned actions to the periods and phases established by the World Health Organization for a pandemic cycle.

C.5.19.9 Meetings

C.5.19.9.1 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.5.19.9.2 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, do 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. Provide status updates of special and pending projects, repairs and supplemental requests;
d. Provide summaries/review complaints received by the Contractor which relate to the required services;
e. Provide updates and plan of action regarding any 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.

C.5.19.9.2.1 Reporting

The Contractor shall provide Service Call Reports to document the number of Service Calls received, resolved, or are outstanding.

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. Attendees up to and including the next scheduled meeting can make changes or corrections.

C.5.19.9.3 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 email, receipt of the minutes within two (2) working days and will have the opportunity to provide comments.

C.5.19.9.4 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.5.20 SUPPLEMENTAL REPAIR AND REPLACEMENT ("TIME & MATERIAL") SERVICES

C.5.20.1 Definition and Description

The Contractor shall provide Time and Material Services only when ordered and at the discretion of the Department for work relating to the inspection, testing and maintenance or upgrade of the Facility. The COTR will determine if the service is a supplemental service based on when and why the service is performed. There are two (2) types of Time & Material Services: Supplemental Repairs, and Supplemental Replacement Services. The Contractor will be compensated for costs incurred in performing supplemental services as defined in **Section C.5.20** on a

time and material basis and as authorized in writing by the Department's CO. For the avoidance of doubt, the Contractor is responsible for all cost up-to the established deductible threshold of $1,500.00. The Department will be responsible for any cost above the $1,500.00 deductible if the COTR deems the work to be a supplemental service.

The COTR shall obtain prior written authorization from the Department's CO prior to commencement of any services it deems to be a supplemental service that exceeds $500.00. Only those costs determined by the CO to be reasonable, allowable, and allocable in accordance with Chapter 33 (Contract Cost Principles) of Title 27 DCMR, will be reimbursable.

C.5.20.1.1 **Supplemental Repairs**

A Supplemental 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 will only be reimbursed for the cost in excess of the established deductible threshold. The Contractor shall **not** be allowed to charge a mark-up above the Contractor's "Direct Cost" for parts and or materials and shall not be allowed to charge a mark-up for subcontractor costs. A repair order will be initiated by the COTR and the District will pay all costs exceeding any applicable deductible threshold (including labor, parts, and materials only), to repair the equipment/system and return it to service. The Contractor is responsible for all cost up-to the established deductible threshold of $1,500.00.

C.5.20.1.2 **Supplemental Replacement Services**

A Supplemental Replacement Service is when the District requests an upgrade to or the replacement of existing equipment or building systems that are not functioning in accordance with their intended design. Supplemental Replacement Service may also be completely new equipment, service, or reconfiguration work not delineated as Basic Services in accordance with **Section C.5** of this Contract. Supplemental Replacement Service is:

a. 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;
b. New equipment, service or reconfiguration work not delineated in **Section C.5**;
c. Emergency Services performed outside of hours of operation, will be fully reimbursed to the Contractor. If the District approves the use of a subcontractor, the Contractor shall **not** be allowed to charge a mark-up above the Direct Costs; and
d. Work that can customarily be performed during normal hours of operation shall not be rescheduled outside of normal hours of operation for the purpose of charging at an escalated rate.

C.5.20.1.3 The Contractor ***shall not*** be reimbursed for Facility related service calls or repairs, which require a technician to return after Normal Working Hours as an Emergency

Service Call or the Replacement of parts and materials resulting from PM ***shall not*** qualify as a supplemental repair if such replacement is predictable per the manufacturer's specifications. Work that should customarily be performed during normal hours of operation ***shall not*** be rescheduled outside of such time.

C.5.20.1.4 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.5.20.1.5 The Contractor shall submit to the COTR three (3) independent estimates detailing materials and labor to accomplish all repairs; complete vendor or subcontractor (if relevant) documentation (proposals) shall be included. The price shall include the Contractor's hourly rate for Repair and Replacement Services (as stipulated in **Section B.3**) and/or fee for repairs during and after Working Hours plus direct cost for parts. 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, if any, under **Section C.5.20**.

C.5.20.1.6 The Contractor shall be reimbursed for 100% of building equipment, components, and structure costs included as deficiencies on the Contractor's Initial Deficiency List **(Section C.5.2.2.1.1)** and accepted by the District.

C.5.20.2 Repair and Replacement Services and Deductible Threshold

For the avoidance of doubt, the Contractor is responsible for all cost up-to the established deductible threshold of $1,500.00. The Department will be responsible for any cost above the $1,500.00 deductible if the COTR deems the work to be a time and material service. The Contractor shall obtain prior written authorization from the COTR/Designee prior to commencement of any services it deems outside the normal course of business defined by the Basic Services and to be completed on a time and material basis.

C.5.20.2.1 Time and Material Repair/Replacement Services

C.5.20.2.1.1 The Contractor will be compensated on a time and material basis 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 Repair and Replacement Services of the Hourly Rate Schedule in Section **B.3**.

C.5.20.2.1.2 Billing for after hours or during business hours operational support service shall be consistent with the Repair and Replacement Services price schedules Section **[B.3]**; in this instance, mark-ups to subcontracted services are ***not*** permitted. This this end, the Contractors direct labor hours at the specified fixed hourly rates shall include all wages, overhead, general, and administrative expenses, profit, including its internal administrative cost associated with managing subcontractors and subcontracted services.

C.5.20.2.1.3 The COTR shall determine whether the Contractor will provide the parts and materials prior to authorizing the purchase. The Contractor shall submit proper invoices for materials as described in **Section G.2**.

C.5.20.3 **Potential Time and Material Repair and Replacement Services**

The Contractor may be compensated on a time and material basis for services and materials, which are not included in the firm fixed price for Basic Services as set forth in **Sections C.5.20.** Compensation shall be in accordance with the hourly rates established under **Section B.3**, providing the services are consistent with the conditions of a supplemental repair/replacement type service, and approved by the COTR or CO as specified herein. For the avoidance of doubt and notwithstanding anything to the contrary, supplemental repair/replacement services provided on a T&M basis will be those services which are above and beyond the requirements established for Basic Services (and as reasonable inferred). Supplemental services compensated on a T&M basis may include (but are not limited to) the follow service types:

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 motors 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 alteration services be required, the Contractor shall have at its disposal a qualified Project Manager (at no additional cost to the District) 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. reviewing statement of work.

g. Repair and Improvement Services
    1. A 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 compensated 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 supplemental services for repair if such replacement is predictable per the manufacturer's specifications. See **Section C.5.2.1.8.9** for PM cycles greater than twelve (12) months.
h. Snow Removal Services – Snow events producing 6" or more snow.
i. Janitorial Services
j. Landscaping Services
k. Utility Companies Services
l. Security Systems Support Services
m. Pest Control Services
n. Environmental, Health, and Safety Testing
o. Service Call Operations
    1. The Contractor shall be allowed a minimum of two (2) labor hours for Emergency Service Call that is approved as a supplemental repair and replacement service for payment as on a time and material basis
    2. The Contractor will be paid for 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).
p. In the event the Facility requires the performance of Ordinary Construction Services, the Contractor shall be permitted to either perform such services or subcontract out such services so long as the Contractor (i) if applicable, complies with the subcontracting requirements of **Section H.9.1**, and (ii) secures not less than three (3) outside bids for such work, before subcontracting out or performing such services. For purposes of this provision, the term "Ordinary Construction Services" means any internal construction work needed in the Facility below $1 million.
q. Vandalism Repairs - The Contractor shall replace or restore any deficiencies or breakdowns caused by vandalism, misuse, abuse.

C.5.20.3.1 The Contractor's duty to provide supplemental 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 Occupant Working 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 supplemental services.

C.5.20.3.2 The Contractor shall not be compensated 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/subcontractors and Contractor's employees.

SECTION D
PACKAGING AND MARKING

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

SECTION E
INSPECTION AND ACCEPTANCE

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

SECTION F
PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

F.1.1 **Base Term:** The base term of the awarded contract shall be for a base period from date of execution by the Department's Contracting Officer ("CO"), as specified on the cover page of this contract, through September 30, 2023.

F.1.2 **Letter Contract (*where applicable*):** It is understood and agreed that certain activities described herein may have been performed while a Letter Contract was in place, and the terms of the Letter Contract shall merge into and be superseded by the Contract upon its execution by the CO.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The Department may **unilaterally** extend the term of the awarded contract for up to 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 Department will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the Department 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 **Option Year Period(s) of Performance:** Each subsequent Option Period is anticipated to begin on 1-October and end 30-September of each Fiscal Year Period as illustrated below.

Option Period(s)	**Anticipated Period(s) of Performance**
OY1	1-Oct-2023 thru 30-Sep-2024
OY2	1-Oct-2024 thru 30-Sep-2025
OY3	1-Oct-2025 thru 30-Sep-2026
OY4	1-Oct-2026 thru 30-Sep-2027

F.2.3 If the Department exercises this option, the extended contract shall be considered to include this option provision.

F.2.4 The price and cost for the option period shall be as specified in **Section B.3** of the contract.

F.2.5 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years, unless prior to the expiration of a contract, the Chief Procurement Officer determines in writing that it is in the best interest of the District to extend the term beyond the total term specified and provides justification for using a sole source modification in accordance with "Chapter 17 of Title 27 of the DCMR, per 27 DCMR 2005 (*Use of Options*)".

F.3 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the Department's requirements and submit each deliverable to the Contracting Officer's Technical Representative (COTR) identified in **Section G.9.2** in accordance with the following:

No.	Services	Deliverable	Due Date
1	Electrical Services	Test Report of Inspection and Testing	Within 10 days of Contract Award
2	Electrical Services	Deviations from NETA Maintenance Testing Specifications	As required; Minimum of 2 days before test
3	Electrical Services	Thermographic Reporting	Within 10 days of Test/Inspection
4	Electrical Services	Preventative Maintenance Annual Schedule	Within 10 days of Contract Award; Annually thereafter
5	Electrical Services	Replace or Upgrade Report	Within 24 hours of assessment or inspection
6	Electrical Services	Weekly Testing Emergency Generator Report	Weekly
7	Electrical Services	Monthly Testing Emergency Generator Report	10th day of each month
8	Electrical Services	Annual Testing Emergency Generator Report	Annual
9	Electrical Services	Repair Proposal	As Required
10	Electrical Services	Report of Compliance	Within 24 hours of Notice
11	Electrical Services	Parts and Materials Delivery Schedule	As Required
12	Mechanical Services	Boiler Inspection Reports Defect Notices	Within twenty-four (24) hours of receipt of Report issued by DOB
13	Mechanical Services	Report of Compliance	Within twenty-four (24) hours of completing the repair work
14	Mechanical Services	Letter Report – Pump Alignments	Within five (5) working days of completion of the pump alignment work
15	Mechanical Services	Annual Conditions Report/ Annual Report on Oil & Gas Systems	Between June – Aug.

16	Plumbing Services	Water Treatment Program	Within 30 days of Contract Award
17	Plumbing Services	Comprehensive Initial Water Treatment analysis	Within 15 days of Contract Award
18	Plumbing Services	Water Conditions Report	Within 45 days of Contract Award
19	Plumbing Services	Water Conditions Report - Changes/Updates	As required
20	Plumbing Services	Water Sample Reports	As required
21	Plumbing Services	Duplicate Water Samples	As required
22	Plumbing Services	Monthly Water Testing Report	10th day of each month
23	Plumbing Services	Material Safety Data Sheet MSDS	Within 10 days of Contract Award
24	Plumbing Services	MSDS - Updates	As Necessary
25	Plumbing Services	Backflow Preventers Results Report	Within 24 hours of inspection/test
27	Elevators & Lifts	Bi-weekly and Monthly Tests	Biweekly; Monthly
28	Elevators & Lifts	Safety Tests	As required
29	Elevators & Lifts	Complete Report of Deficiencies	Within 24 hours of inspection/test
30	Elevators & Lifts	Elevator Inspection Report	Within 24 hours of inspection/test and correction of deficiencies
31	Elevators & Lifts	Report Status of Elevators Equipment not working	Close of each day
32	Elevators & Lifts	Report any elevator equipment that is not operational	Thirty (30) minutes prior to Normal Working Hours
33	Elevators & Lifts	Informational signs and barricades – Elevator Outages	Develop and Submit for COTR approval signs and barricades with in ten (10) days of Contract Award.
35	Fire Protection Services	Fire System Tests	Within 24 hours of test or inspection
36	Architectural and Structural Services	Review Design and Construction Documents	As Required
37	Architectural and Structural Services	Scaffold Erection Plan	As required; Minimum of (2) days before Erection of Scaffolding

38	Operation Maintenance Repair and Improvement Services	Standard Operating Procedures	Within 10 days of Contract Award
39	Operation Maintenance Repair and Improvement Services	Standard Operating Procedures - Updates	As Required
40	Operation Maintenance Repair and Improvement Services	Building Operating Plan	Within 10 days of Contract Award
41	Operation Maintenance Repair and Improvement Services	Building Operating Plan - Updates	As Required
42	Operation Maintenance Repair and Improvement Services	Contingency Plan	Within 10 days of Contract Award
43	Operation Maintenance Repair and Improvement Services	Vandalism Remediation Plan	Within 10 days of Contract Award
44	Operation Maintenance Repair and Improvement Services	Preventive Maintenance Program/PM Guides	Within (30) days following Contract Award
45	Operation Maintenance Repair and Improvement Services	Preventive Maintenance Schedule and Updates	Within (10) days following Contract Award; Updates as necessary
46	Operation Maintenance Repair and Improvement Services	Preventive Maintenance Log	Maintain On-Site
47	Operation Maintenance Repair and Improvement Services	PM Cycles Greater than Twelve (12) Months	Within (10) days of Contract Award and 90 days prior to the expiration of each option year.
48	Operation Maintenance Repair and Improvement Services	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
49	Operation Maintenance Repair and Improvement Services	List of “on the shelf” replacement and expendable parts and materials	Within (15) days of Contract Award
50	Operation Maintenance Repair and Improvement Services	Initial Deficiency List (IDL)	Within (15) days of Contract Award
51	Operation Maintenance Repair and Improvement Services	Root cause Analysis	Within (60) days of Contract Award
52	Operation Maintenance Repair and Improvement Services	System Assessment and Inventory Report.	Within 15 days of Contract Award
53	Operation Maintenance Repair and Improvement Services	Existing Deficiencies Estimate	Prepare and Submit a revised IDL to the COTR within Sixty (60) days of Contract Award.

54	Operation Maintenance Repair and Improvement Services	Consolidated Preventative Maintenance Report	Monthly
55	Operation Maintenance Repair and Improvement Services	Notification Completion of Labeling	Within 60 days of Contract Award
56	Operation Maintenance Repair and Improvement Services	Certified Report of Tests, Inspections	Within 30 days from completion of work
57	Operation Maintenance Repair and Improvement Services	Establish Log Sheets	Within 10 days of Contract Award
58	Operation Maintenance Repair and Improvement Services	Sample Tour Work Assignment Sheet	Within 10 days of Contract Award
59	Operation Maintenance Repair and Improvement Services	Operating Logs and Tour Sheets	Maintain On-Site
60	Operation Maintenance Repair and Improvement Services	Operational Maintenance and Repair Log	Maintain On-Site
61	Operation Maintenance Repair and Improvement Services	Operations Instructions	Within 10 days of Contract Award
62	Operation Maintenance Repair and Improvement Services	Semiannual Roof Inspections	Semi-annually
63	Operation Maintenance Repair and Improvement Services	Inventory verification	Within 60 days of Contract Award
64	Operation Maintenance Repair and Improvement Services	Samples of Tags	Within 30 days of Contract Award
65	Operation Maintenance Repair and Improvement Services	Property Records Samples	Within 15 days of Contract Award
66	Operation Maintenance Repair and Improvement Services	Manufacturer Warranty Issues	As Required
67	Snow Removal	Excess Snow Removal Plan	Within 10 days of Contract Award
68	Landscaping Services	Flowering Seasonal Replacement	Quarterly
69	Landscaping Services	Vegetation Maintenance Plan	Within 10 days of Contract Award
70	Pest Control Services	IPM Plan	Within (30) days following Contract Award
71	Pest Control Services	IPM Service Report	Within (10) days following Contract Award
72	Service Call and Tenant Environment	Service Maintenance Report	Within (10) days of Contract Award

73	Service Call and Tenant Environment	Sample Service Call Log	Within (5) days of Contract Award
74	Special Services	Comprehensive LEED Building Maintenance Proposal	Within (10) days of Contract Award
75	Special Services	Hazardous Material Inventory	Within (15) days of Contract Award
76	Special Services	Emergency Repose Plan (CERP)	Within (5) days of Contract Award
77	Compliance with Federal and District Codes, Laws & Regulations	Mandatory Drug and Alcohol Testing of Employees	Within 10 days of Contract Award; Annually thereafter
78	Personnel and Administrative Requirements	Staff Documentation; Evidence that minimum qualifications are satisfied; Resumes; References; Training Certifications; License, certification, permits and evidence of bond, as required by the DOB or any other applicable law; and Security Clearance Requirements.	Within (10) days of Contract Award; Within (10) days of New Hires; Annually for existing staff
79	Personnel and Administrative Requirements	Organizational Chart	Within (10) days of Contract Award; Within (10) days of New Hires; Annually for existing staff
80	Personnel and Administrative Requirements	Staffing Plan	Within (10) days of Contract Award
81	Personnel and Administrative Requirements	Job Descriptions	Within (10) days of Contract Award
82	Personnel and Administrative Requirements	Security/Daily Attendance Record	Within (5) calendar days each month
83	Personnel and Administrative Requirements	Fire and or Other Emergency - Contractor Staff Readiness	Within (5) days of Contract Award
84	Personnel and Administrative Requirements	Quality Control Plan	Within (10) days of Contract Award
85	Personnel and Administrative Requirements	Inspection Reports	As Required
86	Personnel and Administrative Requirements	Self-Evaluation	Within (5) days at the end of each quarter

87	Personnel and Administrative Requirements	Performance Measures	Within (10) days of Contract Award
88	Personnel and Administrative Requirements	Accident Report	As Required
89	Personnel and Administrative Requirements	Transition Plans	Within (10) days of Contract Award
90	Personnel and Administrative Requirements	Phase-In Plan	Within (15) days following Contract Award
91	Personnel and Administrative Requirements	Phase-out Plan	(90) days Prior to Contract Expiration
92	Personnel and Administrative Requirements	Receipt of Performance Evaluation Meetings Minutes	Within two (2) working days of meeting
93	Personnel and Administrative Requirements	Safety Meetings	As Required
94	Personnel and Administrative Requirements	Monthly Summary Report	15th Day of Each Month
95	Electrical Services	Annual Testing of Electrical Distribution	Annual
96	Mechanical Services	Terminal Boxes Protocol	Within 10 Days of Award
97	Fire Protection Services	Semi-Annual and Annual Fire Alarm Tests	Semi-annual; Annual
98	Operation Maintenance Repair and Improvement Services	HVAC and Domestic Water Report	Daily
99	Custodial and Janitorial Services/Waste Management & Recycling Services	Waste Removal Activity	Monthly
100	Custodial and Janitorial Services/Waste Management & Recycling Services	Weekly Recyclable Weight	Weekly
101	Custodial and Janitorial Services/Waste Management & Recycling Services	Waste Management Incident Report	As Required
102	Landscaping Services	Irrigation Systems Inventory List	Within 10 days of Award
103	Landscaping Services	Irrigation Systems Report	Monthly
104	Landscaping Services	Irrigation Systems Repair and Maintenance Schedule Request	As Required
105	Landscaping Services	Irrigation Systems Winterization Services	Within 24 hours of Winterization

106	Landscaping Services	Irrigation Systems Start-up Certification	Within 24 hours of Start Up
107	Special Services	Green Cleaning Plan	Within 10 days of Award
108	Special Services	Boiler Inspections and Certification	Beginning August 15 of each year and weekly thereafter until certification is achieved

F.3.1 The Contractor shall submit to the Department, as a deliverable, the report described in **Section H.5.5** that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to **Section G.3.2**.

SECTION G
CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

G.1.1 The Department will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in the awarded 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 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, https://vendorportal.dc.gov. The E-invoicing vendor helpdesk number (202) 741-5200 and email is dcvendor.help@dc.gov. The Contractor must indicate the proper PO number on all invoices. Properly prepared invoices with the necessary backup shall be paid within thirty (30) days of receipt. Invoices not paid by that date shall bear interest in accordance with the Quick Payment Act.

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

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

G.2.2.2 The Contract number and invoice number;

G.2.2.3 Department's Purchase Order ("PO") number;

G.2.3.4 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

G.2.2.5 Other supporting documentation or information, as required by the Contracting Officer;

G.2.2.6 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.2.2.7 Name, title and phone number of the individual preparing the invoice;

G.2.2.8 Name, title, phone number and mailing address of person (if different from the person identified in **Section G.2.2.6** above, to be notified in the event of a defective invoice; and**;**

G.2.2.9 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

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

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

G.4 PAYMENT

G.4.1 PAYMENTS ON PARTIAL DELIVERIES OF SERVICES

G.4.1.1 Unless otherwise specified in this Contract, payment will be made on partial deliveries of goods and services accepted by the Department if:

a) The amount due on the deliveries on goods and or services warrants it; or

b) The Contractor requests it and the amount due on the deliveries is at least $1,000 or 50 percent of the total Contract price

c) Presentation of a properly executed invoice.

G.4.2 PAYMENT FOR SUPPLEMENTAL SERVICES AND MATERIALS

Payment for approved supplemental items and services provided on an hourly labor rate basis will be made based on submitted, approved documentation, including verified timesheets and receipts. Hourly rates shall be computed by multiplying the appropriate hourly rates in Section **[B]** by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis. Fixed hourly rates shall be fully loaded and include wages, overhead, general and administrative expenses and profit.

G.4.3 TIME AND MATERIAL SUPPLEMENTAL SERVICES CEILING

G.4.3.1 Time and material supplemental services ceiling for this Contract (for performing supplemental repair and replacement services) is set forth in **Section B**.

G.4.3.2 The costs for performing this contract shall not exceed the time and material services ceiling specified in **Section B**.

G.4.3.3 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 time and material supplemental services ceiling.

G.4.3.4 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 time and material supplemental services ceiling.

G.4.3.5 As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of performing this contract.

G.4.3.6 The District is not obligated to reimburse the Contractor for costs incurred in excess of the time and material supplemental services ceiling specified in **Section B**, 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 time and material supplemental services ceiling specified in **Section B**, until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised time and material supplemental services ceiling for performing this contract.

G.4.3.7 No notice, communication, or representation in any form from any person other than the CO shall change the time and material supplemental services ceiling. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the time and material supplemental services ceiling, whether such costs were incurred during the course of contract performance or as a result of termination.

G.4.3.8 If any cost reimbursement ceiling specified in **Section B** is increased, any costs the Contractor incurs before the increase that are in excess of the previous time and material supplemental services 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.4.3.9 A change order shall not be considered an authorization to exceed the applicable time and material supplemental services ceiling specified in **Section B**, unless the change order specifically increases the time and material supplemental services ceiling.

G.4.3.10 Only costs determined in writing to be reimbursable in accordance with the cost principles set forth in rules issued pursuant to Title V of the D.C. Procurement Practices Reform Act of 2010 shall be reimbursable.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

G.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy

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

"Pursuant to the instrument of assignment dated _____, make payment of this invoice to (name and address of assignee)."

G.6 THE QUICK PAYMENT ACT

G.6.1 Interest Penalties to Contractors

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

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

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

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

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

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

G.6.1.2.1 3rd day after the required payment date for meat or a meat food product;

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

G.6.1.2.3 15th day after any other required payment date.

G.6.1.3 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to Subcontractors

G.6.2.1 The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under the contract:

G.6.2.1.1 Pay the subcontractor(s) for the proportionate share of the total payment received from the District that is attributable to the subcontractor(s) for work performed under the contract; or

G.6.2.1.2 Notify the CO and the subcontractor(s), in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.6.2.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of at least 1.5% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before the:

G.6.2.2.1 3rd day after the required payment date for meat or a meat product;

G.6.2.2.2 5th day after the required payment date for an agricultural commodity; or

G.6.2.2.3 15th day after any other required payment date.

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

G.6.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District is a party. The District may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.6.3 **Subcontractor requirements.** The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code § 2-221.02(d).

G.7 CONTRACTING OFFICER (CO)

Contracts, contract modifications, change orders, change directives, task orders or delivery orders will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:

Domonique L. Banks
Contracting Officer, Supervisory Contract Specialist
Contracts & Procurement Division | Department of General Services
2000 14th Street, NW | 4th Floor | Washington, DC 20009
Desk: (202) 719-6544 | Mobile: (202) 365-6721| Email: domonique.banks@dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.8.1 The CO 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 CO.

G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

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

G.9.1 The COTR is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract**.** The COTR has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

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

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

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

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

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

G.9.2 The address and telephone number of the COTR is:

JEAN-FRANCIS VARRE | Area III Manager
Facilities Division | Department of General Service
Office: (202) 715-7568 | Direct: (202) 441-8932 | Email: jean-francis.varre@dc.gov

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

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;

3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

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

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 PREVAILING WAGE

H.2.1 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. **2015-4281, Revision No. 25, date of last revision: 12/27/2022,** 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. The Contractor shall be bound by the wage rates for the term of the Contract subject to revision as stated herein and in accordance with **Article 25 of the District of Columbia's Department of General Services Standard Contract Provisions for Supplies and Services Contracts, January 2016**. If an option is exercised, the Contractor *shall be* bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable.

H.2.2 LIVING WAGE ACT

The Living Wage Act is applicable to this Contract. As such, the Contractor and its subcontractors shall comply with the wage and reporting requirements imposed by that Act **(Exhibit J.3)**.

H.3 PREGNANT WORKERS FAIRNESS

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

H.3.2 The Contractor shall not:

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

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

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

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

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

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

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

H.3.3 The Contractor shall post and maintain in a conspicuous place a notice of rights in both English and Spanish and provide written notice of an employee's right to a needed reasonable accommodation related to pregnancy, childbirth, related medical conditions, or breastfeeding pursuant to the PPWF Act to:

(a) New employees at the commencement of employment;

(b) Existing employees; and

(c) An employee who notifies the employer of her pregnancy, or other condition covered by the PPWF Act, within 10 days of the notification.

H.3.4 The Contractor shall provide an accurate written translation of the notice of rights to any non-English or non-Spanish speaking employee.

H.3.5 Violations of the PPWF Act shall be subject to civil penalties as described in the Act.

H.4 UNEMPLOYED ANTI-DISCRIMINATION

H.4.1 The Contractor shall comply with the Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 *et seq (*"Anti-Discrimination Act*").*

H.4.2 The Contractor shall not:

a. Fail or refuse to consider for employment, or fail or refuse to hire, an individual as an employee because of the individual's status as unemployed; or

b. Publish, in print, on the Internet, or in any other medium, an advertisement or announcement for any vacancy in a job for employment that includes:

(1) Any provision stating or indicating that an individual's status as unemployed disqualifies the individual for the job; or

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

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

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

H.5.1 For contracts for services in the amount of $300,000 or more, the Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 et seq. (First Source Act).

H.5.2 The Contractor shall enter into and maintain during the term of the Contract, a First Source Employment Agreement (Employment Agreement) with DOES, in which the Contractor shall agree that:

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

H.5.3 The Contractor shall not begin performance of the Contract until its Employment Agreement and Plan **(Attachments B and C)** have been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.

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

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

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

H.5.7 If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the Contract for each percentage by which the Contractor fails to meet its hiring requirements.

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

H.5.9 The Contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in **Article 14 of the District of Columbia's Department of General Services Standard Contract Provisions for Supplies and Services Contracts, January 2016, Disputes**.

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

H.5.11 If applicable, the Contractor shall comply with subchapter X of Chapter II of Title 2, and all successor acts thereto, including by not limited to the Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011, and the rules and regulations promulgated thereunder, including, but not limited to the following requirements:

a) At least twenty percent (20%) of journey worker hours by trade shall be performed by District residents;
b) At least sixty percent (60%) of apprentice hours by trade shall be performed by District residents;
c) At least fifty one percent (51%) of the skilled laborer hours by trade shall be performed by District residents; and
d) At least seventy percent (70%) of common laborer hours shall be performed by District residents

H.6 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.7 AUDITS AND RECORDS

H.7.1 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.7.2 **Examination of Costs.** If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price re-determinable contract, or any combination of these, the Contractor shall maintain and the CO, or an authorized representative of the CO, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

H.7.3 **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.7.4 Comptroller General

H.7.4.1 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.7.4.2 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.7.5 **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.7.6 **Availability.** The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in clauses H.7.1 through H.7.5 of this Contract, for examination, audit, or reproduction, until three (3) years after final payment under this Contract or for any shorter period specified in the Contract, or for any longer period required by statute or by other clauses of this Contract. In addition:

a) If this Contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until thee (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.7.7 The Contractor shall insert a clause containing all the terms of this clause, including this section H.7.7, 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-re-determinable 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.7.5 of this clause.

H.8 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.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

H.9.1.1 For all contracts in excess of $250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).

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

H.9.1.3 A prime contractor that is certified by DSLBD as a small, local, or disadvantaged business enterprise shall not be required to comply with the provisions of **Sections H.9.1.1** and **H.9.1.2**.

H.9.1.4 Except as provided in **Sections H.9.1.5** and **H.9.1.7**, a prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

H.9.1.5 If the prime contractor is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, the CBE member of the certified joint venture shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. If the CBE member of the certified joint venture prime contractor performs less than 50% of the contracting effort, the certified joint venture shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

H.9.1.6 Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.

H.9.1.7 A prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is $1 million or less.

H.10 FAIR CRIMINAL RECORD SCREENING

H.10.1 The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) (the "Act" as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.

H.10.2 Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.

H.10.3 After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.

H.10.4 The Contractor may only withdraw a conditional offer of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.

H.10.5 This section and the provisions of the Act shall not apply:

a) Where a federal or District law or regulation requires the consideration of an applicant's criminal history for the purposes of employment;
b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;
c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or
d) To employers that employ less than 11 employees.

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

H.11 DISTRICT RESPONSIBILITIES

H.11.1 Computer Equipment

The District will supply one (1) computer workstation, including peripherals, necessary to operate BAS. The Contractor is required to provide all other equipment needed to operate and maintain the BAS.

H.11.2 District Furnished Property

District property shall remain the property of the District in all respects. The COTR may require the Contractor's 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.11.3 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.11.4 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 the 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.11.5 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 the Contractor's 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.12 CONTRACTOR RESPONSIBILITIES

H.12.1 At all times and during performance under this Contract, the Contractor shall be responsible to the Department for any and all acts and omissions of the Contractor's agents, employees, subcontractors, sub-subcontractors, material suppliers, and laborers, and the agents and employees of the subcontractors, sub-subcontractors, material suppliers and laborers performing or supplying work in connection with the project/services.

H.12.2 The Contractor shall be responsible for providing services in accordance with the requirements of this Contract.

H.12.3 The Contractor shall be responsible for obtaining any and all licenses and permits, unless otherwise stated herein necessary for the performance of this Contract.

H.12.4 The Contractor shall furnish all equipment needed for the performance of the work under the resultant contract. All equipment must be properly guarded and meet all applicable OSHA standards.

H.12.5 The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work and shall hold the District harmless for any action on his part or that of his employees or subcontractors, which results in illness, injury or death.

H.12.6 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.12.7 The Contractor shall be responsible for the base operations of the building only, which excludes retail space specific services, not provided to retailers by the building.

a) The Contractor shall be liable for all fines and shall comply with all District regulations for safe handling, storage, disposal, and use of any hazardous materials and chemicals.

b) The Contractor shall be charged the cost, in the event of fines or penalties levied by the EPA or an Air Quality Management Authority.

H.12.8 ***RESERVED [Intentionally Omitted]***

H.12.9 Allowable Subcontracting Requirements

H.12.9.1 The Contractor shall ensure that all activities carried out by any subcontractor conforms to the provisions of this Contract.

H.12.9.2 It is the responsibility of the Contractor to ensure its subcontractors are capable of meeting the reporting requirements under this Contract and, if they cannot, the Contractor is not relieved of the reporting requirements.

H.12.9.3 The Contractor shall notify the Contracting Officer, in writing, of the termination of any subcontract for the provision of services, including the arrangements made to ensure continuation of the services covered by the terminated subcontract, not less than forty-five (45) days prior to the effective date of the termination, unless immediate termination of the Contract is necessary to protect the health and safety of enrollees or prevent fraud and abuse. In such an event, the Contractor shall notify COTR immediately upon taking such action.

H.12.9.3.1 If the District determines that the termination or expiration of a subcontract materially affects the ability of the Contractor to carry out its responsibility under this Contract; the District may terminate this Contract.

H.12.9.3.2 The Contractor shall ensure that all of its subcontracts contain a provision that requires subcontracts to contain all provisions of the Contractor's Contract with the District and that the subcontractor look solely to Contractor for payment for services rendered.

H.12.10 Staff Attire and Identification

H.12.10.1 The Contractor's staff shall wear neat, clean, and professional attire. The attire shall include distinctive apparel identifying staff as the Contractor's employees.

H.12.10.2 The Contractor's staff shall wear identification badges at all times. The identification badges shall provide company logo, employee's name, and employee photograph.

H.12.11 Safety Requirements

H.12.11.1 The Contractor shall be responsible for complying with all applicable District and Federal rules, regulations and practices relating to safety on the job site; for all injury to persons or damage to property that occurs as a result of the Contractor's negligence and shall take proper safety and health precautions to protect the work, the workers, the tenants and District property; and for all materials delivered and work performed until completion and acceptance of the entire work in writing by the COTR.

H.12.11.2 The Contractor shall provide and ensure that all its personnel at the work sites properly wear all applicable safety devices and apparel required by the United States OSHA including, but not limited to:

H.12.11.2.1 Back support devices

H.12.11.2.2 Eye protection

H.12.11.2.3 Hearing protection

H.12.11.2.4 Hand protection

H.12.11.2.5 Head protection

H.12.11.2.6 Foot protection

H.12.11.3 ***RESERVED [Intentionally Omitted]***

H.12.11.4 The District has the right to inspect all areas for safety violations at its discretion, direct the Contractor to make immediate improvement of necessary conditions and/or procedures, and/or stop the work if other hazards are deemed to exist.

H.12.11.5 Notwithstanding any provision to the contrary, the District shall not be obligated to make an equitable adjustment for any work stoppage that results from safety hazards created by the Contractor. In the event that the Contracting Officer directs the work to stop because of existing safety hazards after the Contractor has been notified and provided ample time to correct, the Contractor shall bear all costs for eliminating the hazard(s) and shall not be granted compensation for the work stoppage.

H.12.11.6 The Contractor shall immediately notify the COTR if the job site is visited by an OSHA official for compliance of the OSHA or any other safety regulatory requirements.

H.12.12 Fire Prevention

H.12.12.1 The Contractor shall be responsible for establishing and maintaining an effective fire prevention program for its employees and the District property being serviced on the job site.

H.12.12.2 The Contractor shall be knowledgeable and train all its employees on the job site to fulfill the requirements of this SOW on the procedures, means of egress and methods of reporting fires on the job sites.

H.12.13 Smoke Free Environment

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

H.12.14 Delivery of Services

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

H.12.15 Communication

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

H.12.16 Accident Reports

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

H.12.17 Property Damage Notification

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

H.12.18 Suspension of Work

H.12.18.1 In the event services are not provided or required by the District because the building is closed due to unanticipated circumstances, deductions to the Contractor's price normally payable to the Contractor will be computed as follows.

H.12.18.2 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.12.18.3 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.12.18.4 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.12.18.5 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.12.19 Contract Completion or Termination

H.12.19.1 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.

H.13 ***RESERVED [Intentionally Omitted]***

H.14 ANTI-DEFICIENCY ACTS

The obligations and responsibilities of the Department under the terms of the Contract, or any subsequent agreement entered into pursuant to this Contract or referenced herein (to which the Department is a party), are and shall remain subject to the provisions of: (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351, 1511-1519 (2004) (the "**Federal ADA**"), and D.C. Official Code §§ 1-206.03I and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01 – 355.08 (2004 Supp.)(the "**D.C. ADA**" and (i) and (ii) collectively, as amended from time to time, the "**Anti- Deficiency Acts**"); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001). Pursuant to the Anti-Deficiency Acts, nothing in this Agreement shall create an obligation of the Department in anticipation of an appropriation by Congress for such purpose, and the Department's legal liability for payments and other charges under this Contract shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress. **IN ACCORDANCE WITH § 446 OF THE HOME RULE ACT, D.C. CODE § 1-204.46, NO DISTRICT OF COLUMBIA OFFICIAL IS AUTHORIZED TO OBLIGATE OR EXPEND ANY AMOUNT UNDER THE CONTRACT**

UNLESS SUCH AMOUNT HAS BEEN APPROVED, IS LAWFULLY AVAILABLE AND APPROPRIATED BY ACT OF CONGRESS.

H.15 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.16 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 l973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. **See *29 U.S.C. §794 et seq.***

H.17 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.18 WAY TO WORK AMENDMENT ACT OF 2006

H.18.1 Except as described in **Section H.14.8** 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.18.2 The Contractor shall pay its employees and subcontractors who perform services under the Contract no less than the current living wage.

H.18.3 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.18.4 The DOES may adjust the living wage annually and Contractor will find the current living wage rate on its website at www.does.dc.gov.

H.18.5 The Contractor shall provide a copy of the Fact Sheet attached as **Exhibit J.3** to each employee and subcontractor who performs services under the Contract. The Contractor shall also post the Notice attached as **Exhibit J.3** 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.18.6 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.18.7 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.18.8 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 Healthcare 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.18.9 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.

SECTION I
CONTRACT CLAUSES

I.1 GOVERNING LAW

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

I.2 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

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

I.3 CONTRACTS THAT CROSS FISCAL YEARS

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

I.4 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

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

I.5 CONTINUITY OF SERVICES

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

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

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

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

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

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

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

I.5.4 The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

I.5.5 Only in accordance with a modification issued by the Contracting Officer, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this Contract

I.6 CONFIDENTIALITY OF INFORMATION

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

I.7 ESTIMATED QUANTITIES

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

I.8 DISPUTES

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

I.19 CHANGES

(a) The CO may, at any time, by written order, and without notice to the surety, if any, make changes in the Contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of the Contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days from the date the change is ordered; provided, however, that the CO, if he or she determines that the facts justify such action, may receive, consider, and adjust any such claim asserted at any time prior to the date of final settlement of the Contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in Article 14 of the Standard Contract Provisions, Disputes.

(b) The District shall not require the Contractor, and the Contractor shall not require a subcontractor, to undertake any work that is beyond the original scope of the Contract or subcontract, including work under a District-issued change order, when the additional work increases the Contract price beyond the not-to-exceed price or negotiated maximum price of the Contract, unless the CO:

(1) Agrees with the Contractor, and if applicable the subcontractor, on a price for the additional work;
(2) Obtains a certification of funding to pay for the additional work;
(3) Makes a written, binding commitment with the Contractor to pay for the additional work within thirty (30) days after the Contractor submits a proper invoice; and
(4) Provides the Contractor with written notice of the funding certification.

(c) The Contractor shall include in its subcontracts a clause that requires the Contractor to:

(1) Within five (5) business days of its receipt of notice of the approved additional funding, provide the subcontractor with notice of the amount to be paid to the subcontractor for the additional work to be performed by the subcontractor;
(2) Pay the subcontractor any undisputed amount to which the subcontractor is entitled for the additional work within ten (10) days of receipt of payment from the District; and
(3) Notify the subcontractor and CO in writing of the reason(s) the Contractor withholds any payment from a subcontractor for the additional work.

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

I.10 NON-DISCRIMINATION CLAUSE

I.10.1 The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights

Act, effective December 13, 1977, as amended (D.C. Law 2-38; D.C. Official Code § 2-1401.01 *et seq.)* ("Act", as used in this clause). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, the Contractor agrees, and any subcontractor shall agree, to post in conspicuous places, available to employees and applicants for employment, a notice setting forth the provisions of this non-discrimination clause as provided in section 251 of the Act.

I.10.2 Pursuant to Mayor's Order 85-85, (6/10/85), Mayor's Order 2002-175 (10/23/02), Mayor's Order 2011-155 (9/9/11) and the rules of the Office of Human Rights, Chapter 11 of Title 4 of the D.C. Municipal Regulations, the following clauses apply to the Contract:

I.10.3 The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.

I.10.4 The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. The affirmative action shall include, but not be limited to the following:

a. employment, upgrading or transfer;
b. recruitment, or recruitment advertising;
c. demotion, layoff or termination;
d. rates of pay, or other forms of compensation; and
e. selection for training and apprenticeship.

I.10.5 The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency, setting forth the provisions in paragraphs **I.10.3** and **I.10.4** concerning non-discrimination and affirmative action.

I.10.6 The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in paragraph **I.10.4**.

I.10.7 The Contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and

the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

I.10.8 The Contractor agrees to permit access to its books, records, and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of the Office of Human Rights or designee, for purposes of investigation to ascertain compliance with the Act, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.

I.10.9 The Contractor agrees to comply with the provisions of the Act and with all guidelines for equal employment opportunity applicable in the District adopted by the Director of the Office of Human Rights, or any authorized official.

I.10.10 The Contractor shall include in every subcontract the equal opportunity clauses, i.e., paragraphs **I.10.3** through **I.10.11** of this clause, so that such provisions shall be binding upon each subcontractor.

I.10.11 The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

I.11 RIGHTS IN DATA

A. **Definitions**

1. "Products" - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.

2. "Existing Products" - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.

3. "Custom Products" - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the Contract.

4. "District" – The District of Columbia and its agencies.

B. **Title to Project Deliverables**

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

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

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

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

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

D. **Subcontractor Rights**

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

E. **Source Code Escrow**

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

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

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

F. **Indemnification and Limitation of Liability**

In addition to the indemnification clauses in Article 9 of the Standard Contract Provisions, the Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses: (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this Contract, or (ii) based upon any data furnished under this Contract, or based upon libelous or other unlawful matter contained in such data.

I.12 OTHER CONTRACTORS

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

I.13 SUBCONTRACTS

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

I.14 INSURANCE

A. GENERAL REQUIREMENTS. The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. Should the Contractor decide to engage a subcontractor for segments of the work under this contract and wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided by the CA, to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor and the CA. The Contractor must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor. If the Contractor decides to engage a subcontractor without requesting from ORM specific insurance requirements for the subcontractor, such subcontractor shall have the same insurance requirements as the Contractor.
General liability, commercial auto, workers' compensation and property insurance policies (if applicable to this agreement) shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the

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

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

B. INSURANCE REQUIREMENTS.

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

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) $1,000,000 per occurrence combined single limit for bodily injury and property damage. Form CA 99 48 03 06 Pollution Liability -

Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers must be endorsed onto the policy

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

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

   All insurance required by paragraphs 1,2 and 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to the Office of Risk Management (ORM) for compliance review.

5. Environmental Liability/Contractors Pollution Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of environmental liability insurance covering losses caused by pollution or other hazardous conditions arising from ongoing or completed operations of the Contractor. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been physically injured), clean-up costs, transit and non-owned disposal sites. Coverage shall extend to defense costs and expenses incurred in the investigation, civil fines, penalties and damages or settlements. There shall be neither an exclusion nor a sublimit for mold or fungus-related claims. The minimum limits required under this paragraph shall be equal to the greater of (i) the limits set forth in the Contractor's pollution liability policy or (ii) $2,000,000 per occurrence and $2,000,000 in the annual aggregate. If such coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverages under the policy precedes the Contractor's performance of any work under the Contract and that continuous completed operations coverage will be maintained for at least ten (10) years or an extended reporting period shall be purchased for no less than ten (10) years after completion.

The Contractor also must furnish to the CO - Owner certificates of insurance evidencing environmental liability insurance maintained by third party transportation and disposal site operators(s) used by the Contractor for losses arising from facility(ies) accepting, storing or disposing hazardous materials or other waste as a result of the Contractor's operations. Such coverages must be maintained with limits of at least the amounts set forth above.

6. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) $10,000,000 per occurrence and $10,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

C. PRIMARY AND NONCONTRIBUTORY INSURANCE
The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

D. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

E. 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.

F. 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.

G. 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.

H. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and

/ or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

I. 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. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia
And e-mailed to the attention of:

Domonique Banks c/o Karen Araujo
Contracting Officer, Supervisory Contract Specialist
Contracts and Procurement Division
Department of General Services
Tel: (202) 384-7744 | Email: Karen.Araujo@dc.gov

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

J. 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.

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

I.15 EQUAL EMPLOYMENT OPPORTUNITY

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

I.16 CONFIDENTIALITY OF INFORMATION

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

I.17 TIME

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

I.18 ORDER OF PRECEDENCE

The Contract will contain the following clause:

ORDER OF PRECEDENCE

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

(1) An applicable Court Order, if any
(2) Contract Document
(3) Standard Contract Provisions for Supplies and Services Contracts, dated January 2016
(4) Contract's exhibits other than the Standard Contract Provisions
(5) Contractor's Proposal

SECTION J
EXHIBITS

The following list of exhibits are incorporated into the solicitation by reference.

EXHIBIT NUMBER	DOCUMENT	REFERENCE
EXHIBITS TO THE SOLICITATION		
J.1	Government of the District of Columbia's Department of General Services Standard Contract Provisions for Supplies and Services Contracts, January 2016	*Ref.*
J.2	U.S. Department of Labor Wage Determination 2015-4281, Revision 25 dated December 27, 2022	*Ref.*
J.3	Way to Work Amendment Act of 2006 - Living Wage Notice & Fact Sheet	*Ref.*
J.4	Electrical Equipment List	*Ref.*
J.5	Mechanical Equipment List	*Ref.*
J.6	Plumbing Equipment List	*Ref.*
J.7	Price-Cost Proposal	*Submittal*
J.8	Vendor-Submission Portal Instructions	*Ref.*
ATTACHMENT NUMBER	**DOCUMENT**	**COMPLIANCE**
REQUIRED COMPLIANCE DOCUMENT		
A	Bidder/Offer Certification	*COMPLIANCE*
B	DOES First Source Employment Agreement	*COMPLIANCE*
C	DOES First Source Employment Plan	*COMPLIANCE*
D	DSLBD SBE Subcontracting Plan Form	*COMPLIANCE*
E	EEO Policy Statement Agreement & Employer Information Report	*COMPLIANCE*
F	Certificate of Clean Hands – https://mytax.dc.gov/_/	*COMPLIANCE*
G	DC Business License	*COMPLIANCE*
H	DSLBD CBE Certification Information	*COMPLIANCE*

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 BIDDER/OFFEROR CERTIFICATION FORM

Available on **Attachment A** of this solicitation.

K.2 WALSH-HEALEY ACT

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

(a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR 50-201.3) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2) (41 U.S.C. §40). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (29 U.S.C. §214).

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

K.3.1 Definitions. As used in this provision:

K.3.1.1 **Controlled substance:** means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. § 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

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

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

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

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

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

K.3.2 The Contractor, if other than an individual, shall within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration:

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about:

a. The dangers of drug abuse in the workplace;
b. The Contractor's policy of maintaining a drug-free workplace;
c. Any available drug counseling, rehabilitation, and employee assistance programs; and
d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by section **K.3.2(1)** of this clause;

(4) Notify such employees in writing in the statement required by section **K.3.2(1)** of this clause that, as a condition of continued employment on this contract, the employee will:

a. Abide by the terms of the statement; and
b. Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the CO in writing within 10 days after receiving notice under section **K.3.2(4)(b)** of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under section **K.3.2(4)(b)** of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

a. Take appropriate personnel action against such employee, up to and including termination; or
b. Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of section **K.3.2(1)** through **K.3.2(6)** of this clause.

K.3.3 The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

K.3.4 In addition to other remedies available to the District, the Contractor's failure to comply with the requirements of sections **K.3.2** or **K.3.3** of this clause may render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

SECTION L
INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

As a result of this solicitation, the Department intends to award one (1) contract resulting from this solicitation to the responsive and responsible Offeror whose offer conforms to the solicitation and will be most advantageous to the Department in accordance with D.C. Official Code § 2-354.03, cost or price, technical and other factors, as specified elsewhere in this solicitation.

L.1.2 SELECTION OF NEGOTIATION PROCESS

In accordance with 27 DCMR § 1632, after evaluation of the proposals using only the criteria stated in the RFP and in accordance with weightings provided in the RFP, the CO may elect to proceed with any method of negotiations, discussions or award of the contract without negotiations, which is set forth in subsections (a), (b), (c), or (d) of 27 DCMR § 1632.1. If the CO elects to proceed with negotiations under subsection (c) of 27 DCMR §1632.1, the CO may limit, for purposes of efficiency, the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

L.2 PROPOSAL ORGANIZATION AND CONTENT

L.2.1 This solicitation will be conducted electronically using the Departments QuickBase Contracts and Procurement Submission Portal ("QBSP"). To be considered, an Offeror must submit the required attachments via the QBSP system before the closing date and time. Paper, telephonic, telegraphic, and facsimile proposals ***will not be accepted***.

L.2.2 All attachments shall be submitted as a .pdf file. The District will not be responsible for corruption of any file submitted. If the submitted file cannot be viewed and printed as submitted, it will not be considered.

L.2.3 The offeror shall submit the following attachments in its electronic submittal: (1) a technical proposal, and (2) compliance documents. **Please note two of the upload fields have a maximum file size of 100MB and the third upload has a maximum file size of 50MB.**

L.2.4 The offeror shall label each attachment, i.e., "Technical Proposal", and "Compliance Document Package."

L.2.5 Technical Proposal Organization

Offerors are directed to the specific proposal evaluation criteria found in **Section [M]** of this solicitation, Evaluation Factors. The offeror shall respond to each factor in a way that will allow the District to evaluate the offeror's response. The offeror shall submit

information in a clear, concise, factual, and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested 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.2.5.1 **Technical Proposal** must be organized and prepared as follows:

1. Table of Contents;
2. Each page of the proposal must be numbered consecutively;
3. Proposals shall be typewritten in 12-point font size; with each section separated (i.e., ***(i)*** Relative Experience; ***(ii)*** Project Team Qualifications and Resumes; and ***(iii)*** Management Plan).

L.2.6 **Price-Cost Proposal** must be organized and prepared as follows:

1. Completed Price-Cost Schedule substantially in form of ***Exhibit J.7 (excel).***
   NOTE: In the opinion of the Department, any material deviations of these forms, ***Exhibit J.7***, which is provided by the Department, shall be sufficient to render the proposal non-responsive and subject to exclusion from further evaluation in consideration of award.

L.2.7 **Compliance Documents Package**

Offerors shall complete, sign, and submit all Representations, Certifications and Acknowledgments as appropriate.

L.2.7.1 The District will reject any offer that fails to include a subcontracting plan that is required by law.

L.2.7.2 The Offeror shall complete in their entirety the following compliance documents and submit as a complete package:

1. Bidder-Offeror Certification Form
2. DOES First Source Employment Agreement
3. DOES First Source Initial Employment Plan
4. DSLBD SBE Subcontracting Plan
5. EEO Employer Information Report and Mayor's Order 85-85
6. Certificate of District City-wide Clean Hands (https://mytax.dc.gov/_/)
7. Valid (active) DC Business License
8. DSLBD CBE Certification Information

L.3 **REQUIREMENT FOR AN ELECTRONIC COPY OF PROPOSALS TO BE MADE AVAILABLE TO THE PUBLIC**

In addition to the proposal submission requirements in **Section L.2** above, the Offeror must submit an electronic copy of its proposal, ***redacted*** in accordance with any applicable

exemptions from disclosure under D.C. Official Code § 2-534. Redacted copies of the Offeror's proposal must be submitted by e-mail attachment to the contact person designated in the solicitation. D.C. Official Code § 2-536(b) 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 Freedom of Information Act (FOIA) exemption under § 2-534(a)(1). Successful proposals will be published on the OCP website in accordance with D.C. Official Code § 2-361.04, subject to applicable FOIA exemptions.

L.4 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.4.1 Electronic Proposal Submission

L.4.1.1 Proposals must be fully uploaded into the Department's QBSP system no later than the closing date and time specified. The Department will not consider late proposals, modifications to proposals, or requests for withdrawals after the exact closing date and time.

L.4.1.2 Paper, telephonic, telegraphic, and facsimile proposals ***will not*** be accepted or considered for award.

L.4.1.3 It is solely the offeror's responsibility to ensure that it begins the upload process in sufficient time to get the attachments uploaded into the Department's QBSP system before the closing time. **You may use the latest version of Google Chrome (all Chromium based browsers), Mozilla Firefox 52 and later, Safari 5.1 and above, Microsoft Internet Explorer 11, or Microsoft Edge version 83 (released May 2020) and later.**

L.4.1.4 Proposals must be submitted into the Department's QBSP system (Vendor Submission Portal Instruction – **Exhibit J.8)** no later than ***10:00 a.m. EST on February 23, 2023.***

Department's QBSP Portal:
https://octo.quickbase.com/db/bq7rujdk2?a=dbpage&pageID=2

Solicitation ID:
DCAM-23-NC-RFP-0007

Project Name:
Property Management Services at John A. Wilson Building

Designated Senior Contract Specialist:
Karen J. Araujo

L.4.1.4.1 Offerors may group multiple required exhibits/attachments into a single pdf and submit to (1) of the (3) file uploads (up to the maximum file sizes). Two of the uploads have a maximum file size of 100MB and the third upload has a maximum file size of 50MB. Additionally, for the avoidance of confusion and not to the contrary, there is no limit to the

number of times an Offeror may access and submit documents through the Vendor Submission Portal but only documents received by the due date and time will be accepted by the Department.

L.4.2 Withdrawal or Modification of Proposals

An offeror may modify or withdraw its proposal via the Department's QBSP system at any time before the closing date and time for receipt of proposals.

L.4.3 Late Proposals

The Department's QBSP system will accept proposals at any time without limitation; however, any proposal received and timestamped by the system ***after exact closing date and time,*** or modifications to proposals ***after*** the closing date and time for receipt of proposals will not be consider, opened, or accepted.

L.4.4 Late Modifications

A late modification of a successful proposal, which makes its terms more favorable to the District, may be considered at any time it is received and may be accepted by the CO if determined to be most advantageous to the Department.

L.5 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relating to this solicitation, the prospective Offeror shall submit the question(s) to the attention of Senior Contract Specialist, Karen J. Araujo through the Department's QBSP system (Instructions for use of the portal can be found in **Exhibit J.8**). The prospective Offeror should submit questions no later than close of business on ***January 26, 2023***, (19)-days prior to the closing date and time. The District may not consider any questions received less than nineteen (19)-days before the date set for submission of proposals. The District will furnish responses via addenda issued to the solicitation and posted to the Department's Solicitation Web page found at https://dgs.dc.gov/page/dgs-solicitations. An amendment to the solicitation will be issued only if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective Offerors. Oral explanations or instructions given by District officials before the award of the Contract will not be binding.

L.5.1 **IMPORTANT NOTICE:** The Department will notify Offerors of any changes, additions and or deletions to the specifications and or responses to questions by addenda posted on the Department of Contracts and Procurement website. It is the potential Offeror's responsibility to frequently visit the Department's Contracts and Procurement website at: http://dgs.dc.gov/page/dgs-solicitations to obtain addenda once they have received a copy or downloaded a copy of the solicitation

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 period(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 4th Street, NW, Suite 350N, Washington, DC 20001. The aggrieved person shall also mail a copy of the protest to the CO for the solicitation.

L.9 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 visual or other presentation aids are neither necessary nor desired.

L.10 RETENTION OF PROPOSALS

All proposal documents will be the property of the Department and retained by the Department, and therefore will not be returned to the Offerors.

L.11 PROPOSAL COSTS

The Department is not liable for any costs incurred by the Offerors in submitting proposals in response to this solicitation.

L.12 CERTIFICATES OF INSURANCE

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverage as specified in **Section I.14** to the Contracting Officer:

Domonique Banks c/o Karen Araujo
Contracting Officer, Supervisory Contract Specialist
DC Department of General Services
Email: karen.araujo@dc.gov
RE: DCAM-23-NC-RFP-0007

L.13 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 Department 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.14 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted under 27 DCMR § 1632.1(c), all Offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at a 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 evaluation of best and final offers, the CO may award the contract to the highest-ranked Offeror or negotiate with the highest ranked Offeror in accordance with 27 DCMR § 1634.

L.15 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.15.1 Name, address, telephone number and federal tax identification number of Offeror;

L.15.2 A copy of each District of Columbia license, registration or certification that the Offeror is required by law to obtain. 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.

L.16 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. The awarded Contractor(s) 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.17 GENERAL STANDARDS OF RESPONSIBILITY

The Offeror(s) must demonstrate to the satisfaction of the Department its capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit relevant documentation within five (5) days of the request by the Department.

L.17.1 To be determined responsible, a prospective contractor shall meet and demonstrate all of the following requirements:

(a) Financial resources adequate to perform the contract or the ability to obtain those resources;

(b) Ability to comply with the required or proposed delivery or performance schedule, taking into consideration all of its existing commercial and government contract commitments;

(c) A satisfactory performance record;

(d) A satisfactory record of integrity and business ethics;

(e) A satisfactory record of compliance with the law, including labor and civil rights laws and rules, the First Source Employment Agreement Act of 1984, effective June 29, 1984 (D.C. Law 5-9; D.C. Official Code §§ 2-219.01 *et seq.*), the Small and Certified Business Enterprise Development and Assistance Act of 2005, as amended (D.C. Official Code §§ 2-218.01 *et seq.),* licensing, and tax laws;

(f) The necessary organization, experience, accounting, operational control, and technical skills, or the ability to obtain them;

(g) The necessary production equipment, construction equipment, technical equipment, and facilities, or the ability to obtain them;

(h) Has not exhibited a pattern of overcharging the District;

(i) Does not have an outstanding debt with the District or the federal government in a delinquent status of more than the greater of one thousand dollars ($1,000) or one percent (1%) of the contract value, up to twenty-five thousand dollars ($25,000); and

(j) Is qualified and eligible to receive an award under applicable laws and regulations.

(k) Accountable for determining the responsibility of prospective subcontractors through written evidence.

L.17.2 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be non-responsible.

L.18 PRE-PROPOSAL CONFERENCE

A virtual pre-proposal Webinar conference will be held at **11:00 a.m. on January 18, 2023** via the Districts' Cisco Webex platform. Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the webinar conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from offerors regarding the solicitation document as well as to clarify the contents of the solicitation. Attending offerors ***must*** pre-register to attend the conference so that their attendance can be properly recorded.

Event Registration:
Potential Offerors shall pre-register to attend the pre-proposal Web-x Conference
https://dcnet.webex.com/weblink/register/r443a51da6b87442b661b999156de8a98

Event link:
https://dcnet.webex.com/dcnet/j.php?MTID=me098002fae9874574097fae6dc5e4873

Event No.:	2305 285 3125
Event Password:	N52i8uPaphM *Case Sensitive*
Join by Phone:	+1-202-860-2110 United States Toll (Washington DC)
	1-650-479-3208 Call-in number (US/Canada)
Access Code:	2305 285 3125

L.18.1 If the Webinar has not started yet, you will be placed in a queue until the host starts the webcast. If you join the call after it has started, the system will automatically join you to the call; an audible beep will come over the line to indicate a new participant has joined. To exit the Webinar, simply hang up and or exit.

L.18.2 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 District's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than five working days after the pre-proposal conference in order to generate an official answer. The District will furnish responses via the District's E-Sourcing system's messaging process. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting proposals, 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.19 FACILITY SITE VISIT

L.19.1 Each Offeror is encouraged to attend the site visit hosted by the Department for each Facility. The facility site-visits will offer potential Offerors an opportunity to determine size and site conditions. The act of submitting a proposal is to be considered acknowledgement by the Offeror that they have visited the site, taken measurements and are familiar with the conditions and requirements affecting the work. Failure to do so will not relieve the successful Offeror of his/her obligation to furnish all materials and labor necessary to carry out the provisions of the contract and to complete the work for the consideration set forth in this bid.

L.19.2 No plea of ignorance of conditions that exist or may hereafter exist on the site of the work, or difficulties that may be encountered in the execution of the work, as a result of failure to make necessary investigation and examination, will be accepted as an excuse for failure or omission on the part of the Offeror to fulfill in every detail all requirements set forth herein.

L.20 KEY PERSONNEL

L.20.1 The District considers the following positions to be key personnel for this contract as described in **Section C.5.19.1.3**:

1. Property Operations Manager (POM)
2. On-site Chief Engineer (CE)
3. Custodial Service Manager
4. Maintenance Worker

L.20.2 The Offeror shall set forth in its proposal the names and reporting relationships of the key personnel the Offeror will use to perform the work under the proposed contract. Their resumes shall be included. The hours that each will devote to the contract shall be provided in total and broken down by task.

SECTION M
EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

The Contract will be awarded to the responsive and responsible Offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

Numeric Rating	**Adjective**	**Description**
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; Offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

M.2.2 The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor to determine the Offeror's score for each factor. The Offeror's total technical score will be determined by adding the Offeror's score in each evaluation factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, using the Technical Rating Scale above, if the District evaluates the Offeror's response as "Good," then the score for that evaluation factor is 4/5 of 40 or 32.

If subfactors are applied, the Offeror's total technical score will be determined by adding the Offeror's score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two subfactors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the Offeror's response as "Good"

for the first subfactor and "Poor" for the second subfactor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

M.3 EVALUATION CRITERIA

The criteria serves as the standard against which all proposals shall be evaluated and serve to identify the significant matters which the Offeror should specifically address in complying with the requirements of this solicitation.

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

M.3.1 TECHNICAL CRITERIA (80 Points Maximum)

These factors consider the Offeror's experience of past performance, relative experience, project team qualifications and resumes, and management plan used in performing services similar to the required services as described in Section C. These factors include an examination of the quality of services provided, timeliness in service delivery, business practices, and overall satisfaction with the Offeror's performance. The Offerors are expected to review and understand the specifications of the Facility; the Offeror's response to the factors should address the specific Facility on the proposals.

Technical Evaluation Factors	**Points**
Factor A: Relative Experience	30
Factor B: Project Team Qualifications and Resumes	15
Factor C: Management Plan	35
Total Maximum Technical Points	80

M.3.1.1 Relevant Experience (30 points)

M.3.1.1a Relevant Past Projects (15 points): This factor will be evaluated based on the following:

a. Offeror shall submit a list of three (3) current or previous contracts that best illustrate the firm's experience and capabilities performing identical or similar work in size and scope of this project within the last five (5) years. Descriptions of these contracts shall include at minimum the Name of Company, Title and Description of the Project, Contract Number, Dollar Amount, and Period of Performance, Name of the Contact Person, and Title, and Telephone Number and email address.
b. Offeror shall demonstrate experience on contracts with the Department and any other entity in terms of quality of work and compliance with performance schedules.

M.3.1.1b Utilization of Technology (5 points): This factor will be evaluated based on the following:

a. Offeror shall describe firm's experience implementing and using computerized and automated systems, and explain how it benefited its customers. Specifically, this should address experience with the WOMS systems proposed for the Facility.
b. Offeror shall describe firm's experience working with package controls, BAS trend log data, metering systems, PV, and building networking layers.

M.3.1.1c **Energy Management Experience (5 points):** This factor will be evaluated based on the following:

a. Offeror shall demonstrate with specific examples, five (5) years or more experience with energy and resource management, and provide examples of energy savings.
b. Offeror shall explain how firms' experience with energy and resource management has benefited customers and how it improved building performance. The Offeror shall describe firm's plan for the Facility under this Contract.
c. Offeror shall provide instances on how BAS data and specific diagnostic processes which are used on day-to-day basis to optimize occupant comfort and energy performance**.**
d. Offeror shall demonstrate expertise and experience in analysis and interpretation of building energy use data as a means to reduce energy use and costs according to the Facility's design specifications.

M.3.1.1d **Training and Engagement (5 points):** This factor will be evaluated based on the Offeror demonstrating experience developing and delivering technical, hands-on curriculum for building management and facilities maintenance professionals.

M.3.1.2 Project Team Qualifications and Resumes (15 points)

M.3.1.2a **Organizational Chart (5 points):** This factor will be evaluated based on the organizational chart provided by the Offeror that describes the strength of the staffing plan, illustrates reporting lines, and names and titles for key participants proposed by the team, including subcontractors if applicable.

M.3.1.2b **Resumes (10 points)**: This evaluation factor considers the education, experience, knowledge, past performance, necessary skills and expertise of the key personnel (as described in **Sections C.5.19.1.3.1; C.5.19.1.3.2; C.5.19.1.3.3; C.5.19.1.3.4; C.5.19.1.4.1; C.5.19.1.4.2; C.5.19.1.4.3**) directly assigned to the project. Offerors shall present resumes and definition of that person's role and planned utilization under this contract. Each key team member (i.e., POM, CE, Custodial Manager, and MW) must provide the required specific expertise based on their project role.

M.3.1.3 Management Plan (35 points)

Offerors are required to submit details about a management plan. The plan shall address the following at a minimum:

M.3.1.3a **Building Operating Plan (10 points):** This factor will be evaluated based on the Offeror's completeness of the proposed building operating plan. The Offeror shall provide draft

details about tasks and subtasks, durations, milestones and deliverables that may be included in a phased implementation of this scope of work. The plan should include project management methods that will be used to ensure that time schedules will be met. The plan should include details about the Offeror's ability to complete projects on time and within budget, and the ability to provide deliverables as described in the scope of work. The plan should demonstrate a strong capability to manage personnel and sub-contractors. Offeror should demonstrate adequate fiscal management and controls, and well-established quality control processes.

M.3.1.3b **Quality Control Plan (QCP) (5 points):** This factor will be evaluated based on Offeror's ability to address all aspects of ensuring and sustaining a quality control plan per the requirements of the Contract. Offeror shall explain how the firm will assure quality across the project lifecycle, including identification of the best and environmentally safe products, communication with the Department about products, services, and scheduling options.

M.3.1.3c **Safety Plan (5 points):** This factor will be evaluated based on the quality and strength of Offeror's safety plan and shall at a minimum discuss (1) safety procedures to operate and service the Facility and its occupants; and (2) awareness of the building operations.

M.3.1.3d **Transition/Mobilization Plans (10 points):** This factor will be evaluated based on Offeror's approach to participating in the transition phase-in/out mobilization including staffing and organizational structure, and team members during the phase in/mobilization and phase-out transitions period, training on building systems. The Contractor shall submit a written Phase-In Transition Plan.

M.3.1.3e **Staffing Plan (5 points):** This factor will be evaluated based on the quality and strength of the staffing plan. Offerors shall provide a description of firm's staffing plan for the entire scope of work for this solicitation, inclusive of the number of persons, proposed duties and site assignment of personnel planned for appointment to this project. This plan shall include a description of the resources/expertise these individuals bring to the project. Indicate the number of years of experience and the number of years with the Offeror's firm for each member of the team.

M.3.2 PRICE CRITERION (20 Maximum Price Points)

The price evaluation will be objective. The Offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each Offeror's evaluated price score:

Lowest price proposal
---------- x weight = Evaluated price score
Price of proposal being evaluated

M.3.3 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.5.2 (12 Points Maximum)

M.3.4 TOTAL POINTS (112 Points Maximum)

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

M.4 EVALUATION OF OPTION YEARS

The Department 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 Department to exercise them. The total Department's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

M.5. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

Under the provisions of the "Small and Certified Business Enterprise Development and Assistance Act of 2014", D.C. Official Code § 2-218.01 *et seq.*, as amended ("Act", as used in this section), the Department shall apply preferences in evaluating proposals from businesses that are certified by the Department of Small and Local Business Development (DSLBD) pursuant to Part D of the Act.

M.5.1 Application of Preferences

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

M.5.1.1 Any prime contractor that is a small business enterprise (SBE) certified by the DSLBD will receive the addition of three points on a 100-point scale added to the overall score.

M.5.1.2 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.

M.5.1.3 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.

M.5.1.4 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.

M.5.1.5 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.

M.5.1.6 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.

M.5.1.7 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.

M.5.1.8 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.

M.5.2 **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.5.2.1 The Offeror shall only receive preference points that their certified business enterprise is eligible to receive at the date and time of the proposal due date. Should an Offeror receive additional points after the proposal due date, the additional points will not be considered.

M.5.3 **Preferences for Certified Joint Ventures** – ***RESERVED [Intentionally Omitted]***

M.5.4 **Verification of Offeror's Certification as a Certified Business Enterprise**

M.5.4.1 Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The CO will verify the Offeror's certification with DSLBD, and the Offeror should not submit with its proposal any additional documentation regarding its certification as a certified business enterprise.

M.5.4.2 Any vendor seeking 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 850N
Washington DC 20001

M.5.4.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.6 **EVALUATION OF PROMPT PAYMENT DISCOUNT**

M.6.1 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 Department if payment is made within the discount period specified by the Offeror.

M.6.2 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 Department, 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 Department's check.