

**C.3.19.2.9** The Contractor shall install private outside business phones for his use in making calls and conducting business. The Contractor shall be required to maintain local and long distance telephone service related to the performance of this contract. The Contractor shall be solely responsible for the installation, maintenance, and charges for such telephone service. The Contractor shall be responsible for any misuse of the service.

**C.3.19.2.10** The Contractor shall not use propane powered equipment in the building.

**C.3.19.3 Hours of Operations/Time of Work**

**C.3.19.3.1** The Contractor shall perform all work Monday through Friday during Normal Occupant Working Hours and as stipulated in the Building Information attachment, unless otherwise directed by the COTR.

**C.3.19.3.2** Normal Occupant Working Hours for the Facility are listed in Attachment J.9, Building Information.

**C.3.19.3.3** The Contractor shall as part of basic services maintain the operations of mechanical, electrical, and utility equipment at the Facility during other than Normal Occupant Working Hours to prevent damage to the Facility, or Facility systems and equipment, due to freezing outdoor temperatures. The District considers these hours part of Basic Service and the Contractor will not be reimbursed for these hours.

**C.3.19.3.4** The District recognizes the following holidays:

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

- i. Should a holiday fall on a weekend, the day designated by the Federal Government shall be recognized as the holiday.
- ii. For Purposes of this contract, should the facilities providing special and unique services require business operations during any holiday, it shall be treated as a regular business day at no extra cost to the District.

**C.3.19.3.5** Hours of operation are the minimum work hours the Contractor shall provide on-site operating personnel at the Facility. They are the hours that building mechanical and electrical equipment and systems shall be operated to provide the environmental temperatures as defined in the contract. The Contractor shall provide all required services associated with Facility operation during Hours of Operation. Hours of operation generally begin before and extend beyond Normal Occupant Working Hours. Hours of operation are to be determined by the Contractor and shall be clearly identified in the BOP (C.3.8.1.5).

**C.3.19.3.6** **Adverse Weather Conditions or Interruption of Service Due To Renovation**  
The Contractor shall be responsible for the operation of Facility equipment and systems beyond normal Hours of Operation when directed by the COTR. Interruption of service to Facility utilities due to renovations and or construction may be permitted only with prior approval of the COTR. The Contractor will receive no additional reimbursement for these hours.

**C.3.19.3.7 Additional Requirements**

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

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

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

The Contractor shall not be permitted to use impact tools for cutting concrete or for installation of inserts and the use of power-actuated tools in occupied office spaces during Normal Occupant Working Hours. The Contractor shall use impact tools and power-actuated tools during other than Normal Occupant Working Hours with written permission of the COTR in each instance. The COTR's permission shall specify the times and locations impact tools and power-actuated tools may be used by the Contractor. The Contractor shall use burning or welding equipment only with written permission from the COTR. The Contractor shall obtain a Welding and Burning Permit, issued by the COTR, or his/her representative, in advance for each day welding or burning is performed. The Contractor shall also provide a copy of this permit to the Facility security guard desk.

**C.3.19.3.9 Occupancy of Premises**

The Facility may be occupied, as directed by the COTR, by the other vendors/contractors during the performance of this contract. The Contractor shall coordinate all work with others using the premises, including District agencies, and other Contractors, through the COTR.

**C.3.19.4 Scheduling Work**

**C.3.19.4.1** Furniture and portable office equipment in the immediate area of work to be performed by the Contractor shall be moved by the Contractor, if required, and replaced to its original location by the Contractor. If the Contractor's work required by this contract will not allow furniture and portable office equipment to be replaced to its original location, new locations will be designated by the COTR for placement by the Contractor.

**C.3.19.4.2** Delivery and storage of materials and equipment and accomplishment of all work shall be made with a minimum of interference to District operation and personnel. The Contractor shall coordinate through the COTR any deliveries involving prolonged use of the loading area or any other Facility entrance or space that could cause interruption in Facility activities prior to any interruption of activities. The Contractor shall make deliveries of all large, heavy, bulky, and "on wheels" deliveries through the loading area only. The Contractor shall not use pedestrian entrances unless otherwise authorized by the COTR.

**C.3.19.4.2.1** The route for moving materials or equipment within the Facility and the point of delivery of these materials or equipment to the Facility shall be approved by the COTR. The Contractor shall repair all damage done by the movement of materials or equipment at no additional cost to the District. The Contractor shall ensure that the finished repaired surface matches the original construction and finish.

**C.3.19.4.3** The Contractor shall schedule with and receive approval by the COTR all temporary outages of any utility services, security or fire alarm systems required for the performance of work no less than seventy-two (72) hours in advance of such outages. When PM requirements necessitate a temporary outage of building services, the Contractor shall ensure that these PM requirements shall be accomplished at other than Normal Occupant Working Hours with no additional reimbursement to the Contractor.

**C.3.19.4.3.1** The Contractor shall ensure that interruptions to Facility services be kept to a minimum and those, which adversely affect the environmental conditions in occupied portions of the Facility, shall be performed at other than Normal Occupant Working Hours and no additional reimbursement will be provided to the Contractor. The Contractor shall obtain prior written approval from the

COTR for any interruption to building services due to equipment or system outages.

**C.3.19.4.4** In the event District Government employees are dismissed from work due to inclement weather, unanticipated holidays declared by the Mayor, or failure of the Congress to appropriate funds, the Contractor shall be required to operate special areas of the Facility twenty-four (24) hours a day, three hundred sixty-five (365) days per year unless otherwise excused by the COTR. If the dismissal is due to emergency conditions, flood, fire, severe weather, or other reasons identified by the COTR, the COTR may require the Contractor to provide on-site coverage for the emergency by having all Contractor personnel employed under this contract immediately report to work at the Facility.

**C.3.19.4.5** Any work, which will alter the original appearance of the Facility, included in this specification, or which would impact the historical or other design of the Facility in any manner, shall be approved in advance by the COTR.

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

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

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

**C.3.19.5.1.1 Inspection Reports**

The results of all quality control inspections conducted by the Contractor shall be documented on inspection reports and provided to the COTR when requested. It is also applicable for subcontractors where District inspection is required. In such cases, it is the contractor's responsibility to include in writing in each subcontract the use of this standard by his/her subcontractor.

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

### **C.3.19.5.2.1 Inspection System**

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

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

**C.3.19.5.2.1.1** Any equipment uncovered during the inspection not performing at full capacity shall be repaired or replaced according to the standards set forth in this contract.

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

### **C.3.19.5.2.2 Self-Evaluation**

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

### **C.3.19.5.2.3 Administrative Methods**

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

**C.3.19.6 Performance Measures**

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

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

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

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

**C.3.19.7 Performance Objectives**

**C.3.19.7.1** District representatives will conduct tours and inspections through the Facility and other areas covered by this contract, such as, walkways, bathrooms, with the Contractor's representative, to ascertain the quality service level being performed. The Contractor will develop an Inspection Form that will be approved by the COTR. The District will inform the Contractor of a less than satisfactory performance. The inspections will be executed as described on the Inspection Form.

**C.3.19.7.2** Contractor performance will be rated by the District's evaluation of results, NOT the frequency or method of performance. The evaluation of results will be based on tenant satisfaction measured by the combination outcomes of SMARTDGS work order satisfaction surveys, other quality service tenant surveys developed by the District, resolution rate of work orders and validated tenant complaints, and the District's scheduled and/or unscheduled Facility inspections.

**C.3.19.8 Reports and Plans**

**C.3.19.8.1 Accident Reports**

The Contractor shall report to the COTR all accidents, such as those resulting in treatment of an injury at a medical facility; or damage to property other than that of the Contractor. All such accidents shall be reported to the COTR by telephone or e-mail within twenty-four (24) hours of the incident. The Contractor or

Subcontractor shall forward to the COTR a copy of each accident report that is submitted to their insurance carriers no later than seven (7) calendar days after the day the accident occurred.

### **C.3.19.8.2 Transition Plans**

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

#### **C.3.19.8.2.1 Phase-In**

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

- a. Validate equipment tag installation
- b. Accept and store attic stock provided by the GC or as directed by the COTR
- c. Accept and organize O&M documentation
- d. Accept and organize required equipment and system certifications
- e. Coordinate and participate in GC or District provided training

**C.3.19.8.2.1.1** Contractor Phase-In-Purpose and Due Date Up to thirty (30) days prior to the start of the contract. The Contractor shall be allowed to bring his employees on-site to familiarize staff with the Facility's operation of the equipment and system. The purpose of this phase in period is to allow the Contractor opportunities to make necessary preparations to ensure uninterrupted performance at the start of this contract. The Contractor shall develop a phase in plan to submit for COTR approval fifteen (15) days after contract award. The phase in plan shall include Equipment not in service at contract start and listed by the Contractor; the list will be submitted to the COTR fifteen (15) days after contract start date. The plan shall also identify Equipment out of service due to seasonal shutdowns. Equipment out of service shall be the responsibility of the follow-on Contractor to return to service. The Contractor shall absorb all costs associated with returning seasonal equipment to service, including labor, supplies, materials and parts.

#### **C.3.19.8.2.2 Phase-Out**

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

### **C.3.19.8.2.2.1 Contractor Phase-Out-Procedures**

The incumbent Contractor shall correct all existing deficiencies/repairs as they develop throughout the contract period. It is the intent of the District to have the Facility and mechanical deficiencies corrected prior to any follow-on contract becoming effective. The cost for deficiencies/repairs intentionally not completed or delayed by the out-going Contractor shall have the fee for such deficiency deducted from its final invoice.

**C.3.19.8.2.2.2** The Contractor shall submit a proposed inspection plan to the COTR ninety (90) days before the expiration of this contract, detailing the number of personnel, times, locations, and dates the inspections will take place for the purpose of identifying any existing deficiencies with the Facility and Facility equipment. The COTR will accept or change the Contractor's inspection dates and notify the Contractor of his decision.

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

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

- a The COTR will document equipment identification number, equipment location and a detailed description of the deficiency(ies) observed.
- b Upon request by the COTR, the Contractor shall submit a schedule for the completion of repairs.
- c Disputes that may arise between the Contractor and the COTR regarding prices for repairs will be resolved by the CO. The Contractor shall file a claim with the CO for any reimbursements, which are in dispute. However the Contractor shall immediately proceed with repairs when directed by the COTR.
- d If the Contractor does not proceed to correct confirmed deficiencies as directed by the COTR, the District reserves the right to have any or all of the existing deficiencies corrected by other means. The District may elect to have all, or part of this work performed by District employees or by other Contractors, and the Contractor shall have the full amount of the cost for having these deficiencies corrected deducted from the final contract payment due to the Contractor. However, should the final payment not fully reimburse the District for the cost of correcting the deficiencies, the District may take additional actions to recover such costs.
- e Nothing in this Existing Deficiency Clause shall be construed as diminishing the Contractor's obligations to operate any deficient item to the extent operable, or to perform preventive maintenance on any such item.



### **C.3.19.9 Meetings**

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

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

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

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

- a. Demonstrate to the District the extent to which the Contractor has fulfilled all the requirements;
- b. Advise the District of all instances where the Contractor has not fulfilled any of the requirements
- c. Status of special and pending projects, repairs and supplemental requests;
- d. Review complaints received by the Contractor which relate to the required services
- e. Unresolved complaints
- f. Maintain and submit a legible up-to date log and tracking of all janitorial and related services, supplemental services, and special projects requested of the contractor pursuant to this contract by the District. At a minimum, the report shall include:
  1. The date, time, name, phone number and affiliation of requestor, nature of request and location of requirement;
  2. The nature and extent of the problem and/or work requested; and
  3. The status and/or summary of completion of each request
  4. Thereafter, meetings shall be as often as necessary at the discretion of the COTR, at least once (1) per month at a mutually agreed upon date and time. A mutual effort shall be made to resolve all problems identified during these meetings.
- g. Service Call Report to document the number of Service Calls received, resolved, outstanding

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

- a. The Contractor shall provide in writing to the District within three (3) business days after this meeting a plan and schedule (with critical milestones) to remedy all deficiencies that are identified at this meeting.

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

**C.3.19.9.3 Performance Evaluation Meetings**

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

**C.3.19.9.4 Safety Plan and Meetings**

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

**C.3.19.10 Monthly Summary Report**

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

**C.3.19.10.1 Executive Summary  
General Reporting**

- Detailed Work Order/Service Call Logs and Summary Data
- Detailed PM Performance
- Building Management Services Narrative (in order by C.3 requirements)
- Other Services Performed
- Quality Control Efforts

**C.3.19.10.2 Financial**

- Accounts Receivable Summary
- Repair Detail (description and cost) under and over deductible threshold
- Comprehensive Budget Reconciliation

**C.3.19.10.3 Logs and Readings**

- Utility Meter Readings
- Daily Building AHU and Other Equipment Inspection/Tour Logs
- Weekly Custodial Inspection Logs

## Contractor Employee Sign-in/Sign-out Logs

- C.3.19.10.4** Staff and Contract Data
  - Emergency Contact Information
  - Current Employee Listing with Photographs (Full and Part-Time)
  - Active Subcontractor Listing
  - Complete Vendor Listing
  
- C.3.19.10.5** Other Attachments and Deliverables as appropriate, to include but not limited to:
  - Water Treatment Reports
  - Waste and Recycling Reporting
  - Incident Reports
  - Additional Reports as Requested by the COTR

## **C.3.20** REIMBURSABLE SERVICES

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

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

#### **C.3.20.1.1** Reimbursable Repairs

A Reimbursable Repair is the act of restoring inoperable, dysfunctional or deteriorated equipment, systems, or material to a fully functional, non-deteriorated state. Repairs usually involve some combination of labor and replacement parts, components or materials. Additionally, the cost for such a repair must exceed the deductible threshold. The Contractor shall only be reimbursed for the cost in excess of the deductible. The Contractor shall not be allowed to charge a mark-up above the Direct Cost. A repair order will be initiated by the COTR and the District will pay all costs exceeding the deductible threshold (including labor, parts, and materials only), to repair the equipment/system and return it to service.

#### **C.3.20.1.2** Reimbursable Additional Services

A Reimbursable Additional Service is when the District requests an upgrade to or the replacement of existing equipment or building systems that are functioning in accordance with their intended design. A Reimbursable Additional Service may also be completely new equipment, service or reconfiguration work not delineated in Section C.3 of this contract. A Reimbursable Additional Service is:

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

**C.3.20.1.3** The Contractor shall not be reimbursed for Facility related service calls or repairs, which requires a technician to return after Normal Occupant Working Hours, as an Emergency Service Call or Replacement of parts and materials resulting from PM shall not qualify as a reimbursable repair if such replacement is predictable per the manufacturer's specifications.

**C.3.20.1.4** The District reserves the right to acquire the services from sources other than the Contractor when it is considered in the best interest of the District Government to do so, price and other factors considered.

**C.3.20.1.5** The Contractor shall submit to the COTR three (3) independent estimates detailing materials and labor to accomplish the repair; complete vendor or subcontractor (if relevant) documentation (proposals) shall be included. The price shall include the Contractor's hourly rate for Cost Reimbursement Services (as stipulated in Section B.4) and/or fee for repairs during and after Non-occupant Working Hours. plus a reasonable cost for parts, General and Administrative (G&A) fees, and negotiated profit, not to exceed a total of ten percent (10%). There shall be only one (1) mark-up for profit, overhead, G&A, etc. (per repair/proposal) under the terms of this contract. The District will confirm the Contractor's estimated price as fair and reasonable through an independent District estimate of the repair. The District will fund the costs of repairs that are estimated to exceed the established deductible threshold (See Section C.3.20).

**C.3.20.1.6** The Contractor shall be reimbursed for 100% of building equipment, components, and structure costs included as deficiencies on the Contractor's Initial Deficiency List (C.3.8.2.1.1.) and accepted by the District

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

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

#### **C.3.20.2.1 Direct Cost Reimbursement**

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

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

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

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

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

- a. Electrical and Lighting Services
- b. Mechanical Systems
- c. Plumbing Services
- d. Elevators, Lifts, Escalators Optional Services
  1. Systematic cleaning, repairing and replacement of all selector Sotors and control panel board motors, including all equipment on the controllers and the selectors.
  2. Repair or replace car traveling cables.

3. Replace motor brushes and brush holders, as it becomes necessary, on the elevator generators, hoist motors, door operators, selector motors and damping motors.
  4. All applicable requirements of this contract shall apply to all "hydraulic" elevators and shall include pumps, motors, valves, oil lines, oil leakage, hoses, packing and connections.
  5. Maintain proper oil level in the oil reservoirs with the proper viscosity oil as required by the manufacturer's recommendations.
  6. Clean, repair or replace all machine worn gear combinations.
  7. Repair all major overhauls or major repairs of main hoist motors and motor generator sets.
  8. Provide major repairs to jack units.
  9. Major repairs to oil buffers and drive machine including motor and brake coils and drive
  10. Replace hoist and governor cables and re-shackling.
  11. Replace bearings in cross heads or deflector or 2:1 sheaves.
  12. Repair or replace pump motor for hydraulic elevators.
  13. Perform other repairs on the elevators and escalators, as requested by the COTR.
- e. Energy Management Control Systems
- f. Architectural and Structural Maintenance and Repairs Services
1. Should cost-reimbursable alteration services be required, the Contractor shall have at its disposal a qualified Project Manager to be available to coordinate and oversee various projects at the Facility to include but not be limited to:
    - i. minor office reconfigurations;
    - ii. electrical, mechanical, and plumbing repairs;
    - iii. modifications as requested;
    - iv. survey areas; and
    - v. review statement of work.
- g. Repair and Improvement Services
1. A Reimbursable Service for Repair is the act of restoring inoperable, dysfunctional or deteriorated equipment, systems, or material to a fully functional, non-deteriorated state. Repairs usually involve some combination of labor and replacement parts, components or materials. Additionally, the cost for such a repair must exceed the deductible threshold. The Contractor shall only be reimbursed for the cost in excess of the deductible. The Contractor shall not be allowed to charge a mark-up above the Direct Cost.
  2. Replacement of parts and materials resulting from PM shall not qualify as a Reimbursable Services for repair if such replacement is predictable per the manufacturer's specifications. See section C.3.8.1.8.9 for PM cycles greater than twelve (12) months.

- h. Snow Removal Services – Snow events producing 6” or more snow.
- i. Janitorial Services
- j. Event Services
  - 1. Event Services are building operation services performed and provided by the Contractor in support of special functions and events. Special functions and events can be held at the Facility at anytime. Additionally, occupant agencies may extend work hours beyond “normal work hours.” In these instances, it may be necessary for the Contractor to provide additional heating, cooling, ventilation, or other mechanical, or support services.
  - 2. Reimbursed for providing Event Services building operation support when the Contractor incurs Direct Costs in association with the function
  - 3. Not be reimbursed when Event Services building operation support only involves remote BAS temperature regulation and monitoring.
- k. Landscaping Services
- l. Utility Companies Services
- m. Security Systems Support Services
- n. Pest Control Services
- o. Environmental, Health, and Safety Testing
- p. Service Call Operations
  - 1. The Contractor shall be allowed a minimum reimbursement of two (2) labor hours for Emergency Service Call that are approved for reimbursement.
  - 2. The Contractor will be paid for reimbursable labor Emergency Service calls as specified in the price schedule, for time actually spent in the building (from sign-in time to sign-out time; transportation time shall not be reimbursed).
  - 3. Emergency service calls for work that should have been performed during Hours of Operation shall not be considered an emergency service call but an expectation of basic services (e.g. appropriate building systems operation and environmental conditions) and will not be reimbursed.
- q. Vandalism Repairs
  - 1. The Contractor shall replace or restore any deficiencies or breakdowns caused by public vandalism, misuse, abuse, or natural disaster. Vandalism carries a Five Hundred Dollars (\$500.00) deductible for any vandalism repairs. This means the first \$500.00 charge on billable service of vandalism must be included in the Contractor’s original maintenance cost proposal and the Contractor will be reimbursed for the balance owed for any labor and materials.

**C.3.20.3.1** The Contractor’s duty to provide Event, Reimbursable, or other Services must not be confused with the Contractor’s duty to provide Basic Services in the form of Emergency Service Call response, inclement weather condition protection, or repair work customarily performed outside of normal building hours so as to not interfere with tenant operations. The Basic Services may require the Contractor to perform outside of normal work hours and are not Reimbursable Services.

**C.3.20.3.2** The Contractor shall not be reimbursed for repair and replacement of all deficiencies and breakdowns caused by negligence, misuse, abuse or vandalism as a result of the actions (direct or indirect) of the Contractor, Contractor's agents and Contractor's employees.



**SECTION D**  
**PACKAGING AND MARKING**

- D.1** The packaging and marking requirements for the resultant contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March, 2007. (Attachment J.1)

**SECTION E**  
**INSPECTION AND ACCEPTANCE**

- E.1**           The inspection and acceptance requirements for the resultant contract shall be governed by clause number five (5), Inspection of Supplies, and six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March, 2007. (Attachment J.1)

**SECTION F  
DELIVERIES OR PERFORMANCE**

**F.1 TERM OF CONTRACT**

The base term of the contract shall be for a period of one (1) year from date of award.

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

**F.2.1** The District may extend the term of this contract for a period of four (4) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

**F.2.3** The fixed price for the option period shall be as specified in the Section B of the contract.

**F.2.4** The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

**F.2.5** The exercise of this option is subject to the availability of funds at the time of the exercise of the option.

**F.2.6** During any option year, contract requirements and deliverables remain the same as those of the base year.

**F.3 DELIVERABLES**

The Contractor shall perform the activities required to successfully complete the District's requirements and submit one (1) hard copy and one (1) soft copy of each deliverable to the Contract Administrator (CA) identified in Section G.9 in accordance with the following:

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

18	C.3.3.2.1	Comprehensive Initial Water Treatment analysis	Within 15 days of Contract Award
19	C.3.3.2.3	Water Conditions Report	Within 45 days of Contract Award
20	C.3.3.2.3.1	Water Conditions Report - Updates	As required
21	C.3.3.2.4.1	Water Sample Reports	As required
22	C.3.3.2.4.2	Duplicate Water Samples	As required
23	C.3.3.2.8.1	Monthly Water Testing Report	10 <sup>th</sup> day of each month
24	C.3.3.2.9 b	Material Safety Data Sheet MSDS	Within 10 days of Contract Award
25	C.3.3.2.9 c	MSDS - Updates	As Necessary
26	C.3.3.3.1.1	Backflow Preventers Results Report	Within 24 hours of inspection/test
<b>C.3.4 Elevator, Lifts, and Escalators Services</b>			
27	C.3.4.1.1.1	Weekly and Semi-monthly Tests	Weekly; Semi-monthly
28	C.3.4.1.1.2	Safety Tests	As required
29	C.3.4.1.1.2.1d	Complete Report of Deficiencies	Within 24 hours of inspection/test
30	C.3.4.1.1.1.3.2.3	Elevator Inspection Report	Within 24 hours of inspection/test and correction of deficiencies
31	C.3.4.1.2.2.1 b	Report Status of Elevators Equipment not working	Close of each day
32	C.3.4.1.2.2.1 c	Report any elevator equipment that is not operational	thirty (30) minutes prior to Normal Occupant Working Hours
33	C.3.4.1.2.2.1 d	Informational signs and barricades – Elevator Outages	As Necessary
<b>C.3.5 Energy Management Control System Services</b>			
34		Reserved	
<b>C.3.6 Fire Protection Services</b>			
35	C.3.6.2.5	Fire System Tests	Within 24 hours of test or inspection
<b>C.3.7 Architectural and Structural Services</b>			
36	C.3.7.1.2	Review Design and Construction Documents	As Required
37	C.3.7.1.3.2	Scaffold Erection Plan	As required; Minimum of 2 days before Erection of Scaffolding
<b>C.3.8 Operation Maintenance Repair and Improvement Services</b>			
38	C.3.8.1.4	Standard Operating Procedures	Within 10 days of Contract Award
39	C.3.8.1.4.1	Standard Operating Procedures - Updates	As Required

40	C.3.8.1.5	Building Operating Plan	Within 10 days of Contract Award
41	C.3.8.1.5.1	Building Operating Plan - Updates	As Required
42	C.3.8.1.5.2	Contingency Plan	Within 10 days of Contract Award
43	C.3.8.1.5.3	Vandalism Remediation Plan	Within 10 days of Contract Award
44	C.3.8.1.8	Preventive Maintenance Program/PM Guides	Within 10 days from Contract Award
45	C.3.8.1.8.6	Preventive Maintenance Schedule and Updates	Within 10 days of Contract Award; Updates as necessary
46	C.3.8.1.8.7	Consolidated Preventive Maintenance Report	Monthly
47	C.3.8.1.8.8	Preventive Maintenance Log	Maintain On-Site
48	C.3.8.1.8.9	PM Cycles Greater than Twelve (12) Months	Within 10 days of Contract Award and 90 days prior to the expiration of each option year
49	C.3.8.1.8.12	Notification of maintenance or repair work is to be done which requires opening or dismantling of equipment.	72 hours before opening or dismantling of equipment
50	C.3.8.1.10.1	List of "on the shelf" replacement and expendable parts and materials	Within 15 days of Contract Award
51	C.3.8.2.1.1	Initial Deficiency List (IDL)	Within 15 days of Contract Award
52	C.3.8.2.1.2.2	Root cause Analysis	Within 60 days of Contract Award
53	C.3.8.2.1.2.2	System Assessment and Inventory Report.	Within 15 days of Contract Award
54	C.3.8.2.1.5	Existing Deficiencies Estimate	As Required
55	C.3.8.2.1.6	Building Equipment Inventory	Within 45 days of Contract Award
56	C.3.8.2.1.7.1	Notification Completion of Labeling	Within 60 days of Contract Award
57	C.3.8.2.2.1	Certified Report of Tests, Inspections	Within 30 days from completion of work
58	C.3.8.2.2.6	Establish Log Sheets	Within 10 days of Contract Award
59	C.3.8.2.2.8.3	Sample Tour Work Assignment Sheet	Within 10 days of Contract Award
60	C.3.8.2.2.8.4	Operating Logs and Tour Sheets	Maintain On-Site
61	C.3.8.2.4	Operational Maintenance and Repair Log	Maintain On-Site
62	C.3.8.2.6	Operations Instructions	Within 10 days of Contract Award
63	C.3.8.2.7	Semiannual Roof Inspections	Semi-annually
64	C.3.8.2.9.3	Inventory verification	Within 60 days of Contract Award
65	C.3.8.2.9.5.4	Samples of Tags	Within 30 days of

			Contract Award
66	C.3.8.2.10	Property Records Samples	Within 15 days of Contract Award
67	C.3.8.2.11.1	Manufacturer Warranty Issues	As Required
<b>C.3.9 Snow Removal</b>			
68	C.3.9.1.3	Excess Snow Removal Plan	Within 10 days of Contract Award
<b>C.3.10 Custodial and Janitorial Services</b>			
<b>C.3.11 Landscaping Services</b>			
69	C.3.11.1.1	Flowering Seasonal Replacement	Quarterly
70	C.3.11.9.1	Vegetation Maintenance Plan	Within 10 days of Contract Award
71	C.3.11.10.2 b	Irrigation Systems Inventory List	Within 10 days of Contract Award
72	C.3.11.10.2 h	Irrigation Systems Inspections	Monthly
73	C.3.11.10.3	Irrigation Systems Repair and Maintenance Schedule Request	As Required
74	C.3.11.10.4	Irrigation Systems Winterization Services	Within 24 hours of Winterizaion
75	C.3.11.10.5	Irrigation Systems Start up Certification	Within 24 hours of start up
<b>C.3.12 Utility Companies Services</b>			
76		Reserved	
<b>C.3.13 Security, Telecommunication, and Tenant Building Systems Support</b>			
77		Reserved	
<b>C.3.114 Pest Control Services</b>			
78	C.3.14.1.2.4 a	IPM Service Report	Within 10 days of Contract Award
79	C.3.14.1.5	IPM Plan	Within 10 days of Contract Award
<b>C.3.15 Locksmith Services</b>			
80		Reserved	
<b>C.3.16 Service Call and Tenant Environment</b>			
81	C.3.16.1.8.1	Service Maintenance Report	Within 10 days of Contract Award
82	C.3.16.1.8.2.1	Sample Service Call Log	Within 10 days of Contract Award
<b>C.3.17 Special Services</b>			
83	C.3.17.1.1.2.1 a	LEED New Construction Gold Plan	Within 10 days of Contract Award
84	C.3.17.1.1.2.1 b	LEED New Construction Building Features	Within 10 days of Contract Award
85	C.3.17.1.1.2.1 c	Green Cleaning Plan	Within 10 days of Contract Award
86	C.3.17.3	Hazardous Material Inventory	Within 10 days of Contract Award

<b>C.3.18 Compliance with Federal and District Regulation</b>			
87	C.3.19.2.3	Mandatory Drug and Alcohol Testing of Employees	Within 10 days of Contract Award; Annually thereafter

<b>C.3.19 Consolidated Maintenance Related Services</b>			
88	C.3.19.1.5	Employee Documentation <ul style="list-style-type: none"> <li>- Evidence that minimum qualifications described in C.3.19.1.2.4.1 are satisfied;</li> <li>- Resume;</li> <li>- References;</li> <li>- Training certifications;</li> <li>- License, certification, permits and evidence of bond, as required by the DC DCRA (Applicable Document #16) or any other applicable law; and</li> <li>- Security Clearance Requirements as described in C.3.19.1.5.4.</li> </ul>	Within 10 days of Contract Award; Within 10 days of New Hires; Annually for existing staff
89	C.3.19.1.6	Organizational Chart	Within 10 days of Contract Award; Within 10 days of New Hires; Annually for existing staff
90	C.3.19.1.7	Staffing Plan	Within 10 days of Contract Award
91	C.3.19.1.8	Job Descriptions	Within 10 days of Contract Award
92	C.3.19.1.11	Security/Daily Attendance Record	Daily
93	C.3.19.5	Quality Control Plan	Within 10 days of Contract Award
94	C.3.19.5.1.1	Inspection Reports	As Required
95	C.3.19.5.2.2	Self Evaluation	Quarterly
96	C.3.19.6	Performance Measures	Within 10 days of Contract Award
97	C.3.19.8.1	Accident Report	As Required
98	C.3.19.8.2	Transition Plans	Within 10 days of Contract Award
99	C.3.19.8.2.1	Phase-In Plan	Within 10 days of Contract Award
100	C.3.19.8.3	Receipt of Performance Evaluation Meetings Minutes	Within two (2) working days of



			meeting
101	C.3.19.8.4	Safety Meetings	

**F.3.1** The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 of this contract that is required by the fifty-one percent (51%) District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to Section G.3.2.

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

**G.1 INVOICE PAYMENT**

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

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

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

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

**G.2 INVOICE SUBMITTAL**

**G.2.1** The Contractor shall submit proper invoices on a monthly basis for basic services. The Contractor shall submit an invoice for Reimbursable Services, per occurrence within 30 days of the completion and acceptance of work. Invoices shall be prepared in duplicate and submitted to the Department of General Services (DGS) via email with concurrent copies to the COTR specified in Section G.9 below. The address of DGS is:

**Name:** Division of Facilities Management  
**Email:** [dgsfm.invcs@dc.gov](mailto:dgsfm.invcs@dc.gov)  
**Address:** Department of General Services (DGS)  
2000 14<sup>th</sup> Street, NW 8th floor  
Washington, DC 20019  
**Telephone:** 202-671-0136

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

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

- G.2.2.2 Contract number, invoice number and appropriate Purchase Order;
- G.2.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.2.2.4 Other supporting documentation or information, as required by the Contracting Officer;
- G.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6 Name, title, phone number of person preparing the invoice;
- G.2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and
- G.2.2.8 Authorized signature.
- G.2.3 Invoice Submission to COTR
  - G.2.3.1 For submission of all invoices to the COTR the following protocol must be observed.
    - a. Email all invoices to the COTR as an attachment, preferably a PDF document attachment. Do not deliver invoices by fax, hand delivery, or mail.
    - b. When emailing invoices do the following:
      - 1. Title the invoice email with the following information:
        - i. Contractor Name INVOICES\_MonthYear\_Number of Invoices
          - a. Example:  
DoeIncINVOICES\_Feb2010\_10
      - 2. The email should only relate to invoices. This means do not reply to miscellaneous emails with invoices attached, do not attach other documents that are not relevant to the invoice.
      - 3. Send all invoices for one month of service in one email. Do not send multiple emails for different invoices.
      - 4. In the body of the email please list out all invoices submitted for that month and all totals for each invoice.
- G.2.3.2 To constitute a proper invoice for Reimbursable Services, the Contractor shall submit the following information on the invoice:
  - a. A copy of the authorized work request;
  - b. A copy of the authorized quote for Reimbursable Services;

- c. Contractor's name and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible);
- d. Contract number;
- e. Contractor assigned invoice number;
- f. Once an invoice number is assigned by a Contractor it may not be used again for another invoice at a later date or a separate invoice within the same month.
- g. Line item of for each date Reimbursable Service;
- h. If applicable, description, price, quantity and the date(s) those additional supplies were delivered.
- i. Line item total of all fees;
- j. Name, title, telephone number, email address, and complete mailing address of the responsible official to whom payment is to be sent;
- k. Name, title, phone number, and email address of person preparing the invoice;
- l. Name, title, phone number and email address of person (if different from the person identified as preparer of invoice) to be notified in the event of a defective invoice; and
- m. Authorized signature.

**G.2.3.3** The Contractor shall invoice the District for Reimbursable Services that are authorized by the District, on a single invoice per occurrence within thirty (30) days of completion and acceptance of work. This invoice shall clearly identify each Reimbursable Service, repair or additional, and show further breakdown into parts and labor components. The labor component shall indicate the total labor hours or cost, and the portion of the invoice claimed as reimbursable. If Reimbursable Services were subcontracted, copies of the subcontractor's invoices shall be attached. If the Contractor directly purchased parts or components, copies of receipts shall be attached.

**G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

**G.3.1** For contracts subject to the fifty one percent (51%) District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

**G.3.2** No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with fifty one percent (51%) District Residents New Hires Requirements and First Source Employment Agreement requirements.

**G.4 COST REIMBURSEMENT CEILING**

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

- G.4.2** The costs for performing this contract shall not exceed the cost reimbursement ceiling specified in Section B.4.
- G.4.3** The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under this contract within the cost reimbursement ceiling.
- G.4.4** The Contractor must notify the CO in writing, whenever it has reason to believe that the total cost for the performance of this contract will be either greater or substantially less than the cost reimbursement ceiling.
- G.4.5** As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of performing this contract.
- G.4.6** The District is not obligated to reimburse the Contractor for costs incurred in excess of the cost reimbursement ceiling specified in Section B.4, and the Contractor is not obligated to continue performance under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the cost reimbursement ceiling specified in Section B.4, until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised cost reimbursement ceiling for performing this contract.
- G.4.7** No notice, communication, or representation in any form from any person other than the CO shall change the cost reimbursement ceiling. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the costs reimbursement ceiling, whether such costs were incurred during the course of contract performance or as a result of termination.
- G.4.8** If any cost reimbursement ceiling specified in Section B.4 is increased, any costs the Contractor incurs before the increase that are in excess of the previous cost reimbursement ceiling shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- G.4.9** A change order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in Section B.4, unless the change order specifically increases the cost reimbursement ceiling.
- G.4.10** Only costs determined in writing to be reimbursable in accordance with the cost principles set forth in rules issued pursuant to Title VI of the D.C. Procurement Practices Act of 1985 shall be reimbursable.

**G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

**G.5.1** In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.

**G.5.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

**G.5.3** Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

**G.6 THE QUICK PAYMENT CLAUSE**

**G.6.1 Interest Penalties to Contractors**

**G.6.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of One Percent (1%) per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a. the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b. the 5<sup>th</sup> day after the required payment date for an agricultural commodity;
- or
- c. the 15<sup>th</sup> day after the required payment date for any other item.

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

**G.6.2 Payments to Subcontractors**

**G.6.2.1** The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or

- b. Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

**G.6.2.2** The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a. the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b. the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c. the 15<sup>th</sup> day after the required payment date for any other item.

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

**G.6.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

**G.6.3 Subcontract requirements**

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

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

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

Brian Hanlon  
Chief Contracting Officer  
D.C. Department of General Services  
2000 14th Street, NW, 8th Floor  
Washington, DC 20009

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

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

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

**G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

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

**G.9.1** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. The COTR has the responsibility of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. These include:

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

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

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

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

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

**G.9.2** RESERVED

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

- a. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;



- b. Grant deviations from or waive any of the terms and conditions of the contract;
- c. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
- d. Authorize the expenditure of funds by the Contractor;
- e. Change the period of performance; or
- f. Authorize the use of District property, except as specified under the contract.

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

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

**G.10.1** For additional Reimbursable Services, \$10,000.00 or more requires the CO's approval thru a Task Order.

**G.10.2** The District will make payments to the Contractor, upon submission of proper invoices at the hourly rates stipulated in Section B.4.5, for supplies delivered and accepted and/or services delivered and accepted.

**SECTION H**  
**SPECIAL CONTRACT REQUIREMENTS**

**H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**

**H.1.1** For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

**H.1.1.1** At least fifty-one (51%) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

**H.1.2** The Contractor shall negotiate an Employment Agreement with the Department of Employment Services ("DOES") for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

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

The Contractor shall be bound by the Wage Determination No. 2005-2103, Revision No. 11, date of last revision: 06/13/2011, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Section J.2 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

**H.3 PUBLICITY**

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before the Contractor, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

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

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

#### **H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT**

**H.5.1** The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 et seq. (“First Source Act”).

**H.5.2** The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.4) in which the Contractor shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the DOES; and
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

**H.5.3** The Contractor shall submit to DOES, no later than the 10<sup>th</sup> each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;

- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
  - (a) Name;
  - (b) Social security number;
  - (c) Job title;
  - (d) Hire date;
  - (e) Residence; and
  - (f) Referral source for all new hires.

**H.5.4** If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

**H.5.5** With the submission of the Contractor's final request for payment from the District, the Contractor shall:

- (1) Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or
- (2) Submit a request to the Contracting Officer for a waiver of compliance with section H.5.4 and include the following documentation:
  - (a) Material supporting a good faith effort to comply;
  - (b) Referrals provided by DOES and other referral sources;
  - (c) Advertisement of job openings listed with DOES and other referral sources; and
  - (d) Any documentation supporting the waiver request pursuant to section H.5.6.

**H.5.6** The Contracting Officer may waive the provisions of section H.5.4 if the CO finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

**H.5.7** Upon receipt of the Contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two (2) business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

**H.5.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of Five Percent (5%) of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in this contract any decision of the CO pursuant to this Section H.5.8

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

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

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

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

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

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

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

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

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

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

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

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

## **H.9 SUBCONTRACTING REQUIREMENTS**

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

**H.9.1.1** For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.

**H.9.1.2** If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

**H.9.1.3** A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

### **H.9.2 Subcontracting Plan**

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance

with the provisions of section H.9.1. The prime contractor responding to this solicitation which is required to subcontract shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the Contractor is required to subcontract, but fails to submit a subcontracting plan with its bid. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

- H.9.2.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.9.2.2** A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.9.2.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- H.9.2.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- H.9.2.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- H.9.2.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- H.9.2.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- H.9.2.8** A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and
- H.9.2.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.



**H.9.3 Subcontracting Plan Compliance Reporting**

If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21<sup>st</sup> of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:

- H.9.3.1** The dollar amount of the contract or procurement;
- H.9.3.2** A brief description of the goods procured or the services contracted for;
- H.9.3.3** The name of the business enterprise from which the goods were procured or services contracted;
- H.9.3.4** Whether the subcontractors to the contract are currently certified business enterprises;
- H.9.3.5** The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- H.9.3.6** A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and
- H.9.3.7** A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

**H.9.4 Subcontractor Standards**

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

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

- H.9.5.1** If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.
- H.9.5.2** There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the Contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

**H.9.5.3** A Contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the Contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

**H.10 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL**

The key personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the CO at least thirty (30) calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the CO for any proposed substitution of key personnel.

**H.11 AUDITS AND RECORDS**

**H.11.1** As used in this clause, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

**H.11.2 Examination of Costs.** If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the CO, or an authorized representative of the CO, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor’s plants, or parts of them, engaged in performing the contract.

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

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

**H.11.4 Comptroller General**

**H.11.4.1** The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

**H.11.4.2** This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

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

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

**H.11.6 Availability.** The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in clauses H.11.1 through H.11.5, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any shorter period specified in the solicitation, or for any longer period required by statute or by other clauses of this contract. In addition:

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

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

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

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

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

## **H.13            DISTRICT RESPONSIBILITIES**

### **H.13.1        Computer Equipment**

The District will supply one (1) computer workstation, including peripherals, necessary to operate building control systems (BAS). The Contractor is required to provide all other equipment needed to operate and maintain the BAS.

### **H.13.2        District Furnished Property**

District property shall remain the property of the District in all respects. The COTR may require Contractor personnel to sign for receipt and custody of District furnished property, at the discretion of the COTR. The Contractor shall take all reasonable precautions to safeguard and protect District property. District property shall be used only in direct Operations for providing contract services, and shall not be used in any manner for any personal advantage, business gain, or other personal endeavor by the Contractor or the Contractor's employees.

### **H.13.3        Office, Workshop, Storage Space, and Machine Rooms**

The District will provide the Contractor with limited space for storage of tools and supplies, office space, and spare parts. The Contractor is responsible for accountability and security of all property and facilities furnished for Contractor use or otherwise entrusted to it; and for maintaining it in a clean, neat, and serviceable condition. If not already present in the space, the Contractor shall also be responsible for providing furniture, shelving/storage system(s), office equipment, office telephones, and all costs associated with recurring utility services (phone, internet). All spaces made available to the Contractor shall not be used to store illegal materials of any kind.

#### **H.13.4 Furniture and Furnishings**

The District may have the option to furnish workshop, office and storage space within the building to support the Contractor's operational requirements. This space may be provided to Contractor with furnishings. The Contractor must keep all existing furnishings neat and clean and be returned to the District at the expiration of the contract in reasonably the same condition as at the time of entering into the contract, less fair wear and tear. The Contractor is responsible for securing supplies and valuables belonging to the Contractor.

#### **H.13.5 Training**

The District shall provide the following trainings:

- a. Training for Fire Alarm System
  - i. The Contractor's employees shall be familiar with and able to operate the building fire alarm system and trained on the procedures to follow in the event of fire or other emergency within five (5) days of the contract award.
  - ii. In order to facilitate Contractor expertise on the Fire Alarm System. The District shall provide four (4) hours of training within this five (5) day period.
- b. Training for BAS
  - i. The Contractors employees shall be familiar and experienced in operating the existing Facility BAS upon award of the contract.
  - ii. In order to facilitate additional expertise the District shall provide twenty-four (24) hours of additional training from the date of substantial building completion. This training shall not be considered a replacement of the existing requirement for experience, but rather an additional onsite building specific training for this property.

#### **H.14 CONTRACTOR RESPONSIBILITIES**

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

**H.14.2** The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work, and shall hold the District harmless for any action on his part or that of his employees or subcontractors, which results in illness, injury or death.

**H.14.3** The Contractor shall furnish all Material Safety Data Sheet (MSDS) for any materials used in the performance of this contract. The Contractor shall make efforts to use recycled paper products and environmentally preferable materials.

**H.14.4** The Contractor shall furnish all equipment needed for the performance of the work under this contract. All equipment must be properly guarded and meet all applicable OSHA standards.

**H.14.5** The Contractor shall be responsible for the base operations of the building only, which excludes retail space specific services, not provided to retailers by the building.

- a. The Contractor shall be liable for all fines and shall comply with all District regulations for safe handling, storage, disposal, and use of any hazardous materials and chemicals.
- b. The Contractor shall be charged the cost, in the event of fines or penalties levied by the EPA or an Air Quality Management Authority.

**H.14.6 BOND REQUIREMENTS**

**H.14.6.1** The Contractor shall provide a bid bond along with the proposal in the amount of \$50,000.00 and shall maintain the bid bond until notification of contract award.

**H.14.6.2** The Contractor shall obtain the bid bond from a surety in accordance with Title 27 DCMR, Chapter 47, §4736. The bond shall be in the form of a certified check or irrevocable letter of credit issued by an insured financial institution in the equivalent amount of the security; or from the United States government securities that are assigned to the District which pledge the full faith and credit of the United States.

**H.14.7 RESERVED**

**H.14.8 Allowable Subcontracting Requirements**

**H.14.8.1** The Contractor shall ensure that all activities carried out by any subcontractor conforms to the provisions of this Contract.

**H.14.8.2** It is the responsibility of the Contractor to ensure its subcontractors are capable of meeting the reporting requirements under this Contract and, if they cannot, the Contractor is not relieved of the reporting requirements.

**H.14.8.3** The Contractor shall notify the District Contracting Officer, in writing, of the termination of any subcontract for the provision of services, including the arrangements made to ensure continuation of the services covered by the terminated subcontract, not less than forty-five (45) days prior to the effective date of the termination, unless immediate termination of the contract is necessary to protect the health and safety of Enrollees or prevent fraud and abuse. In such an event, the Contractor shall notify COTR immediately upon taking such action.

**H.14.8.3.1** If the District determines that the termination or expiration of a subcontract materially affects the ability of the Contractor to carry out its responsibility under this contract; the District may terminate this Contract.

**H.14.8.3.2** The Contractor shall ensure subcontracts contain a provision that requires subcontracts to contain all provisions of the Contractor’s contract with the District and that the subcontractor look solely to Contractor for payment for services rendered.

**H.15 ENVIRONMENTALLY PREFERABLE JANITORIAL PRODUCTS**

**H.15.1 Environmentally Preferable Product Goals**

**H.15.1.1** The District is seeking contractors to provide environmentally preferable and effective janitorial products that support the District’s environmentally preferable purchasing (EPP) contracting initiative.

**H.15.1.2** Environmentally preferable products are products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison considers the life cycle of the product from raw material acquisition, production, manufacturing, packaging, distribution, re-use, operation, maintenance and disposal.

**H.15.2 Environmentally Preferable Janitorial Products**

Janitorial products subject to the requirements of this clause include the following:

All-purpose cleaner	General degreaser
Bathroom cleaner	General disinfectant
Bathroom deodorizers	Glass/window cleaner
Bathroom disinfectant	Graffiti remover
Bathroom hand cleanser/soap	Gum remover
Carpet cleaner	Lime and scale remover
Chrome and brass cleaner/polish	Solvent spotter
Floor stripper/finish	Urinal deodorizers/cleaner
Furniture polish	Wood floor (wax/cleaner/finish)

**H.15.3 Prohibited Cleaning Products**

Janitorial products with the following ingredients shall not be used because they pose an unacceptable risk to the person using the product, building occupants and the environment:

Alkylphenol Ethoxylates	Naphthalene
Benzyl Alcohol	Nitrilotriacetic Acid
CFC-22; Chlorodifluoro Methan	Paradichloro benzene

Coconut Oil; Diethanolamine	Perchloroethylene
Diethanolamine	Tetrachloroethylene
HCFC-142b	Toluene
Lauric Acid Diethanolamine	Tributyl Tin
Methyl Chloroform; 1,1,1,-TCE	Trichlorethylene
Methyl Ethyl Ketone	

**H.15.4 Janitorial Product Health and Environmental Requirements**

The Contractor shall only use janitorial products during the performance of this contract that meet the following requirements:

**H.15.4.1 Skin and Eye Irritation**

This attribute refers to janitorial cleaning supplies containing chemicals that are either mildly or strongly irritating to the skin or eyes. These substances are either highly alkaline or acidic.

The Contractor shall use products with a pH between 7.2 and 7.8 which are acceptable alkaline levels.

**H.15.4.2 Food Chain Exposure**

This attribute refers to ready-to-use cleaning products containing ingredients that are consumed by smaller aquatic plants and animals that increase in concentration through the food chain.

The Contractor shall use products when the bio-concentration factor (BCF) measured are less than 1,000.

**H.15.4.3 Air Pollution Potential**

This attribute refers to janitorial products containing volatile organic compounds (VOC) that could form smog once in the atmosphere, thereby causing irritation of the eyes, nose, throat, lungs and asthma attacks.

The Contractor shall not use products containing volatile organic compounds (VOC) in concentrations that exceed 10% of the weight of the product.

**H.15.4.4 Fragrances**

This attribute refers to products containing fragrances that are added to the formulation to improve an odor or to mask an offensive odor. This attribute does not include natural odors associated with cleaning agents (e.g. a lemon odor).

The Contractor shall not use products containing fragrances that are added to the formulation to improve an odor or to mask an offensive odor.



#### **H.15.4.5 Dyes**

This attribute refers to dyes that have been added to a formulation to enhance or change the product's color.

The Contractor shall use products without dyes.

#### **H.15.4.6 Minimizing Exposure to Concentrates**

This attribute refers to the possibility that an end-user of a product could be exposed to a concentrated form of the product, thereby exposing the end-user to a greater health risk than that caused by exposure to the ready-to-use product.

If possible, the Contractor shall use products that are not in a concentrated form. If the Contractor uses products in a concentrated form, it must be a part of a system by which chemicals are only transferred between closed containers, thereby reducing the risk of harm to the end-user.

#### **H.15.5 Packaging Reduced/Recyclable**

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

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

**H.15.5.3** All products must be available in non-aerosol containers such as ready-to-use pump action sprays, air-charged refillable containers or spray bottles.

#### **H.15.6 Product Safety**

**H.15.6.1** The Contractor shall be responsible for:

- a. Any damage to personnel, buildings, furniture or equipment directly traceable to their use or transportation of prohibited products.
- b. Any spills or leaks that occur during the use or transportation of their products.
- c. Evacuating and warning individuals that might be affected by any spills or leaks that occur when their products are being used or transported.
- d. Paying the clean up cost for any spills or leaks that occur while they are using or transporting their products.

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

**H.16.1** Environmentally Preferable Products Goals

**H.16.1.1** The District is seeking contractors to provide environmentally preferable and effective solvent products that support the District's environmentally preferable purchasing (EPP) contracting initiative.

**H.16.1.2** Environmentally preferable products are products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison considers the life cycle of the product from raw material acquisition, production, manufacturing, packaging, distribution, re-use, operation, maintenance and disposal.

**H.16.2 Environmentally Preferable Solvent Products**

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

**H.16.2.2** Solvent products subject to the requirements of this clause include, but are not limited to, the following classes:

- a. Alcohols. Alcohols are solvents that dissolve substances such as shellacs, vinyls, acrylics, epoxies and silicones.
- b. Aliphatic Hydrocarbons. Aliphatic hydrocarbons are solvents often found in coatings and insecticides. Commonly used as degreasers and solvents for acrylics and epoxies. Common aliphatics include mineral spirits, paint thinner, petroleum distillates, VM&P Naphtha, kerosene, gasoline and heptane (all of which are extremely flammable).
- c. Aromatic Hydrocarbons. Aromatic hydrocarbons are substances used in printing, fiberglass-reinforced products, glues and veneers. Common aromatics include toluene (toluol), xylene (xylol), coal-tar naphtha, styrene and benzene.
- d. Chlorinated Hydrocarbons. Chlorinated hydrocarbons are commonly used degreasers, dry cleaning agents, rubber solvents and paint strippers found in coatings, resins and tars. Common chemicals in this class include perchloroethylene, methylene chloride, carbon tetrachloride, methyl chloroform and trichloroethylene.
- e. Glycols. Glycols, which are water-soluble solvents used as lubricants, are found in cosmetics, coatings, resins and dyes. Glycol ethers include butyl cellusolve (2-butoxyethanol), cellusolve (2-ethoxyethanol), methyl cellusolve (2-methoxyethanol), and cellusolve acetate (2-ethoxyethyl acetate). Most common glycol ethers are combustible.
- f. Esters. Esters have differing chemical properties depending on their use including methyl formate, ethyl acetate, isopropyl acetate, methyl acetate, secamylacetate, and isoamyl acetate (banana oil).
- g. Ethers. Ethers are ingredients in dyes, resins, waxes, cellulose nitrate and fuels, including ethyl ether, tetrahydrofuran, dioxane and isopropyl ether.

- h. Ketones. Ketones are solvents for dyes, resin and waxes that are used to manufacture plastics, synthetic fibers, explosives, cosmetics and medicines. Some examples of ketones include acetone, methyl ethyl ketone, cyclohexanone and isophorone.
- i. Other Solvents. Other types of solvents include freon, turpentine, dimethylformamide and carbon disulfide.

**H.16.3 Solvent Environmental Requirements**

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

**H.16.3.1 Health Hazards**

Bodily Contact - The Contractor shall not use solvent products that irritate or harm the skin, eyes, nose and throat from direct contact with the solvents;

Inhalation – The Contractor shall not use solvent products that when inhaled causes headaches, nausea, vomiting and dizziness from contact with the solvents; and,

Ingestion – The Contractor shall not use solvent products that if ingested or exposed to for a period of time cause damage to the brain, liver, kidney, respiratory system and nervous systems.

**H.16.3.2 Physical Hazards**

Flammable materials are substances that will easily ignite, burn and serve as fuel for a fire. The flash point is the lowest temperature at which a liquid gives off enough vapors which, when mixed with air, can be easily ignited by a spark. The lower the flash point, the greater the risk of fire or explosion.

The Contractor shall not use solvent products that are a potential fire hazard or have a low flash point. A solvent is flammable and a serious fire hazard if its flash point is below 37.8C (100F).

**H.16.4 Prohibited Solvents**

The following solvent products are recognized by the National Institute for Occupational Safety and Health (NIOSH) as carcinogens, ozone-depleting solvents or as reproductive hazards in the workplace and shall not be used:

Benzene	Carbon tetrachloride
Trichloroethylene	1,1,2,2-tetrachloroethane
2-methoxyethanol	2-ethoxyethanol
Methyl chloride	Trichlorotrifluoroethane
Chlorinated Fluorocarbon Compounds	

**H.16.5 Packaging Reduced/Recyclable**

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

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

**H.16.5.3** All products must be available in non-aerosol containers such as ready-to-use pump action sprays, air-charged refillable containers, or spray bottles.

**H.16.6 Product Safety**

**H.16.6.1** The Contractor shall be responsible for:

- a. Any damage to personnel, buildings, furniture or equipment directly traceable to their use or transportation of prohibited products.
- b. Any spills or leaks that occur during the use or transportation of their products.
- c. Evacuating and warning individuals that might be affected by any spills or leaks that occur when their products are being used or transported.
- d. Paying the clean up cost for any spills or leaks that occur while they are using or transporting their products.

**H.17 ENVIRONMENTALLY PREFERABLE PAINT PRODUCTS**

**H.17.1 Environmentally Preferable Products Goals**

**H.17.1.1** The District is seeking contractors to provide environmentally preferable and effective paint products that support the District's environmentally preferable purchasing (EPP) contracting initiative.

**H.17.1.2** Environmentally preferable products are products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison considers the life cycle of the product from raw material acquisition, production, manufacturing, packaging, distribution, re-use, operation, maintenance and disposal.

**H.17.2 Paint Environmental Requirements**

**H.17.2.1** The requirements and restrictions contained in this clause shall apply to all architectural and anti-corrosive paints used during the course of this contract.

**H.17.2.2** Due to the documented health risks associated with high Volatile Organic Compound (VOCs) levels, the Contractor shall use only paint and paint products

that do not exceed the maximum allowable VOC content in the table below for each type of paint:

Product Type	Type of Paint	VOCs (grams/liter)	VOCs(pounds/gallon)
<b>Category I</b>	<b>Interior</b>		
	Architectural		
	a. Flat	50 g/l	0.42 lb/gal
	b. Non-Flat	150 g/l	1.25 lb/gal
<b>Category II</b>	<b>Exterior</b>		
	Architectural		
	a. Flat	100 g/l	0.83 lb/gal
	b. Non-Flat	200 g/l	1.66 lb/gal
<b>Category III</b>	<b>Anticorrosive</b>		
	a. Flat	250 g/l	2.1 lb/gal
	b. Semi-Gloss	250 g/l	2.1 lb/gal
	c. Gloss	250 g/l	2.1 lb/gal

### H.17.3 Prohibited Paint Components

Paints often contain inorganic and organo-metallic components used as preservatives, additives and pigments. The following is a list of organic compounds and components prohibited under this contract:

1,1,1 Trichloroethane	Formaldehyde
1,2 Dichlorobenzene	Hexavalent chromium
Acrolein	Isophorone
Acrylonitrile	Lead
Antimony	Mercury
Benzene	Methylene chloride
Butyl benzyl phthalate	Methyl ethyl ketone
Cadmium	Mehtyl isobutyl ketone
Di (2-ethylhexyl) phthalate	Naphthalene
Dimethyl phthalate	Toluene (Methylbenzene)
Di-n-butyl phthalate	Vinyl Chloride
Ethylbenzene	

### H.17.4 Packaging

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

### H.17.5 Product Safety

**H.17.5.1** The contractor shall be responsible for:

- a. Any damage to personnel, buildings, furniture or equipment directly traceable to their use of prohibited paint.
- b. Evacuating and warning individuals that might be affected by any spills or leakages directly traceable to their use of prohibited paint.
- c. Any spills or leaks that occur during the use or transportation of their products.
- d. Paying the clean up cost for any spills or leaks that occur while they are unloading, transporting or otherwise using their products.

**H.18 SUSPENSION OF WORK**

**H.18.1** In the event services are not provided or required by the District because the buildings is closed due to unanticipated circumstances, deductions to the Contractor price normally payable to Contractor will be computed as follows.

**H.18.2** The deduction rate in dollars per day will be equal to the per month contract price for the building, divided by twenty-one (21) days per month. (This will be adjusted as appropriate if some portion of the Contractor's requirements apply to weekends or holidays).

**H.18.3** The deduction rate in dollars per day multiplied by the number of days services were not provided or required will equal the total dollar deduction to be made.

**H.18.4** Deductions will not be made to the extent that the Contractor can demonstrate that payment to employees is required by an incorporated wage determination or union agreement.

**H.18.5** In the event services are provided for portion of days, appropriate adjustments will be made by the COTR to assure the Contractor is compensated for services provided.

**H.19 CONTRACT COMPLETION OR TERMINATION**

**H.19.1** The Contractor shall turn over all plans codes, manuals, records, files, reports, databases spare inventory and materials developed or purchased in the course of the contract to the COTR within thirty (30) calendar days after contract completion or termination. The Contractor shall develop transition plans, which shall describe staffing and organizational structure during the phase-in and phase-out transition periods, and how the Contractor will interact with the existing work force during the thirty (30) days of transition at the beginning and end of this contract.

## **SECTION I CONTRACT CLAUSES**

### **I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March, 2007 (“SCP”) are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to [www.ocp.dc.gov](http://www.ocp.dc.gov), click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

### **I.2 CONTRACTS THAT CROSS FISCAL YEARS**

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

### **I.3 CONFIDENTIALITY OF INFORMATION**

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

### **I.4 TIME**

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

### **I.5 RIGHTS IN DATA**

**I.5.1** “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

**I.5.2** The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for

example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

**I.5.3** The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

**I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.

**I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.

**I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties



have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

- I.5.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
  - I.5.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
  - I.5.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.5.7 The restricted rights set forth in section I.5.6 are of no effect unless
- a. the data is marked by the Contractor with the following legend:

**RESTRICTED RIGHTS LEGEND**

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

If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

- I.5.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor

without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

**I.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

**I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

**I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

**I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

**I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

**I.6 OTHER CONTRACTORS**

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

## **I.7 SUBCONTRACTS**

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

## **I.8 INSURANCE**

**I.8.1 GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the Contracting Officer. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

**I.8.1.1 Commercial General Liability Insurance.** The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

- I.8.1.2** Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
- I.8.1.3** Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
- I.8.1.4** Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.
- I.8.1.5** Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$2,000,000 per occurrence, including the District of Columbia as additional insured.
- I.8.2** DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- I.8.3** LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE, WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.
- I.8.4** CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- I.8.5** MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- I.8.6** NOTIFICATION. The Contractor shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.

**I.8.7** CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

JW Lanum  
D.C. Department of General Services  
Contracting and Procurement Division  
2000 14<sup>th</sup> Street, NW, 8<sup>th</sup> Floor  
Washington, DC 20009  
jw.lanum@dc.gov

**I.8.8** DISCLOSURE OF INFORMATION. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

**I.9** **EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.3. An award cannot be made to any Contractor who has not satisfied the equal employment requirements.

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

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

**ORDER OF PRECEDENCE**

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

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

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

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

**I.12            GOVERNING LAW**

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

**I.13            CONTINUITY OF SERVICES**

**I.13.1**        The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

**I.13.1.1**      Furnish phase-out, phase-in (transition) training; and

**I.13.1.2**      Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

**I.13.2**        The Contractor shall, upon the Contracting Officer's written notice:

**I.13.2.1**      Furnish phase-in, phase-out services for up to ninety (90) days after this contract expires and

**I.13.2.2**      Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval.

**I.13.3**        The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

**I.13.4**        The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

**I.13.5** Only in accordance with a modification issued by the Contracting Officer, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

**I.14 DISCRIMINATION CLAUSES**

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

**I.14.1.1** Shall not discriminate in any manner against any employee or applicant for employment in violation of Section 211 of the District of Columbia Human Rights Act (DC Law 2-38; DC Official Code Section 2-1402.11);

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

**I.14.1.3** Shall, along with all subcontractors, post in a conspicuous place available to employees and applicants for employment, a notice setting forth the provisions of the anti-discrimination clause set out in Section 251 of the District of Columbia Human Rights Act (DC Official Code Section 2-1402.51).

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

**I.14.2.1** The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, approved December 13, 1977, as amended (D. C. Law 2-38; D. C. Official Code §2-1402.11) (2001 Ed.) (“Act” as used in this Section). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, Contractor agrees and any subcontractor shall agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause as provided in Section 251 of the Act.

**I.14.2.2** Pursuant to rules of the Office of Human Rights, published on August 15, 1986 in the D. C. Register and Mayor’s Order 2002-175 (10/23/02), 49 DCR 9883, the following clauses apply to this contract:

**I.14.2.2.1** The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence or business. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In

addition, harassment based on any of the above protected categories is prohibited by the Act.

**I.14.2.2.2** The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence or business. The affirmative action shall include, but not be limited to the following:

- A. employment, upgrading or transfer;
- B. recruitment, or recruitment advertising;
- C. demotion, layoff, or termination;
- D. rates of pay, or other forms of compensation; and
- E. selection for training and apprenticeship.

**I.14.2.2.3** The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Agency, setting forth the provisions in subsections

**I.14.2.2.1 and I.14.2.2.2** concerning non-discrimination and affirmative action.

**I.14.2.2.4** The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in subsection I.14.2.2.2.

**I.14.2.2.5** The Contractor agrees to send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**I.14.2.2.6** The Contractor agrees to permit access to his books, records and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of Human Rights or designee, for purposes of investigation to ascertain compliance with this chapter, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.

**I.14.2.2.7** The Contractor agrees to comply with the provisions of this chapter and with all guidelines for equal employment opportunity applicable in the District of



Columbia adopted by the Director of the Office of Human Rights, or any authorized official.

- I.14.2.2.8** The Contractor shall include in every subcontract the equal opportunity clauses, subsections I.14.2.2.1 through I.14.2.2.9 of this section, so that such provisions shall be binding upon each subcontractor or vendor.
  
- I.14.2.2.9** The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

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

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

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
J.2	U.S. Department of Labor Wage Determination (Wage Determination No. 2005-2103, Revision No. 12 dated June 13, 2012)
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
J.4	Department of Employment Services First Source Employment Agreement available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
J.5	Way to Work Amendment Act of 2010 - Living Wage Notice available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
J.6	Way to Work Amendment Act of 2010 - Living Wage Fact Sheet available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
J.7	Tax Certification Affidavit available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
J.8	RESERVED
J.9	Building Information for Ballou Senior High School
J.10	Major Equipment List
J.11	Subcontracting Plan Available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"

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

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

**SECTION L**  
**INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

**L.1 CONTRACT AWARD**

**L.1.1 MOST ADVANTAGEOUS TO THE DISTRICT**

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

**L.1.2 INITIAL OFFERS**

The District may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a standpoint of cost or price, technical and other factors.

**L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT**

One original and six (6) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. DCAM-15-NC-0063 "Consolidated Maintenance Services for Ballou Senior High School".

Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The offeror shall respond to each factor in a way that will allow the District to evaluate the offeror's response. The Offeror shall submit the information requested in L.2 in a clear, concise, factual and logical manner providing a comprehensive description of the required services and delivery thereof. The information requested below for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in Section C.

**L.2.1 GENERAL PROPOSAL REQUIREMENTS**

- a. Transmittal Letter - The Offeror's Technical and Price Proposals shall contain a Transmittal Letter to include at a minimum the following:
  - 1. The Offeror's full legal name, address, and phone number

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

**L.2.2 TECHNICAL PROPOSAL**

**L.2.2.1 Relative Experience and Past Performance of the Team**

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

### L.2.2.2 Relevant Experience of Key Personnel

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

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

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

**On-Site Chief Engineer:** shall possess a valid Stationary Engineers license issued by the District of Columbia as specified in the respective Building Information attachment. In addition, the Chief Engineer shall possess at least five (5) years of recent (within the past ten {10} years) experience in directing personnel who are responsible for operating and servicing of a building of relevant size, type, complexity and scope within this contract, including documentation that the Chief Engineer has a minimum of three (3) years operating experience with a DDC system.

### L.2.2.3 Building Management and Operation

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

- a. **Building Operating Plan (BOP):** as described in Section C.3.8.1.5 for the facility to cover all contract functions including but not limited to, equipment and building inspection tours, engineering services, elevator services, custodial services and LEED requirements
- b. **Offeror's Organizational Chart:** submit an organizational chart that describes the staffing plan over a 24 hrs period. Include the key personnel on the organization chart along with other proposed staff.
- c. **Quality Control Plan (QCP):** to address all aspects of ensuring and sustaining a quality control plan per the requirements of the contract.
- d. **Safety Plan:** Present a draft safety plan that discusses safety procedures to operate the facility and being aware of the building operation.
- e. **Utilization of Technology:** Describe your company's experience implementing and using computerized and automated systems and how it benefited your customers. Specifically address experience with the CMMS systems proposed for the Facility.
- f. **Transition/Mobilization Plans:** Describe your approach to participating in the transition phase/mobilization including staffing and organizational structure during the phase in/mobilization and phase-out transitions period.
- g. **Energy Management Experience:** Describe your company's experience with energy and resource management and how it benefited your customers and describe your plan for the facility under this contract.

### L.2.3 PRICE

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

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

### L.3.1 PROPOSAL SUBMISSION

**Proposals must be submitted no later than 2:00 pm local time on Monday, December 22, 2014.** Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local

time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- (a) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
- (b) The proposal or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- (c) The proposal is the only proposal received.

### **L.3.2 Withdrawal or Modification of Proposals**

An offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date and time for receipt of proposals.

### **L.3.3 Postmarks**

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.

### **L.3.4 Late Modifications**

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

### **L.3.5 Late Proposals**

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



**L.4 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than **2:00 PM December 10, 2014**. The District will not consider any questions received after 2:00 PM December 10, 2014. The District will furnish responses promptly to all prospective offerors. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

**L.5 FAILURE TO SUBMIT OFFERS**

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the CO, specified in Section G.7, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the CO of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the CO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

**L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA**

**L.6.1** Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

**"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.**

**If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."**

**L.6.2** Mark each sheet of data it wishes to restrict with the following legend:

**"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."**

**L.7 PROPOSALS WITH OPTION YEARS**

The offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include pricing for the option year(s).

**L.8 PROPOSAL PROTESTS**

Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4<sup>th</sup> Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

**L.9 SIGNING OF OFFERS**

The offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

**L.10 UNNECESSARILY ELABORATE PROPOSALS**

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

**L.11 RETENTION OF PROPOSALS**

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the offerors.