D.C. DEPARTMENT OF GENERAL SERVICES

Request for Proposals

Consolidated Maintenance Services for Dunbar & Cardozo Senior High Schools
"Set-Aside for Participation by D.C. Certified Business Enterprises Only"

June 10, 2013

Proposal Due Date:	**July 11, 2013 by 2:00 p.m. EST**
Proposal Conference	**June 18, 2013 @ 10:00am**
Proposal Delivery Location:	***Department of General Services*** ***Att'n: JW Lanum*** ***Frank D. Reeves Center*** ***2000 14th Street, NW*** ***Contracts & Procurement Division, 8th Floor*** ***Washington, DC 20009***
Contact:	Kim Gray Department of General Services 2000 14th Street, NW 8th Floor Washington, D.C. 20009 kim.gray@dc.gov Phone: (202) 724-4121
Solicitation Number:	DCAM-13-NC-0159

SECTION B
SUPPLIES OR SERVICES AND COST

B.1 INTRODUCTION

The District of Columbia, Department of General Services (DGS) is seeking a Contractor to provide consolidated maintenance services including the management, supervision, labor, materials, supplies, and equipment (except as otherwise provided) to ensure effective performance of Operations, Maintenance and Repair (OM&R) services at Dunbar Senior High School and Cardozo Senior High Schools.

"Set-Aside for Participation by D.C. Certified Business Enterprises Only".

B.2 TYPE OF CONTRACT

B.2.1 The District contemplates award of a firm fixed price contract with a cost-reimbursement component.

B.2.1.1 The Contractor shall 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) to determine costs associated with Reimbursable Services..

B.3 SMALL BUSINESS ENTERPRISE (SBE) REQUIREMENTS

An Offeror responding to this solicitation must submit with its proposal, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror fails to submit a subcontracting plan that is required by law. For contracts in excess of $250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.1.

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B.4 PRICE SCHEDULE

B.4.1 BASE YEAR

B.4.1.1 Basic Services

Contract Line Item No. (CLIN)	Item Description	Unit	Price per Month	Qty.	Extended Price
0001	**Basic Services**				
0001AA	Electrical Services (C.3.1)	Month	$_____	12	$_____
0001AB	Mechanical Services (C.3.2)	Month	$_____	12	$_____
0001AC	Plumbing Services (C.3.3)	Month	$_____	12	$_____
0001AD	Elevator, Lifts, and Escalators Services (C.3.4)	Month	$_____	12	$_____
0001AE	Energy Management Control System Services (C.3.5)	Month	$_____	12	$_____
0001AF	Fire Protection Systems (C.3.6)	Month	$_____	12	$_____
0001AG	Architectural and Structural Services (C.3.7)	Month	$_____	12	$_____
0001AH	Operations, Maintenance, Repair, and Improvement Services (C.3.8)	Month	$_____	12	$_____
0001AI	Snow and Ice Removal Services (C.3.9)	Month	$_____	12	$_____
0001AJ	Custodial Services (C.3.10)	Month	$_____	12	$_____
0001AP	Landscaping Services (C.3.11)	Month	$_____	126	$_____
0001AQ	Utility Companies Services (C.3.12)	Month	$_____	126	$_____
0001AR	Security, Telecommunication, and Tenant Building Systems Support (C.3.13)	Month	$_____	126	$_____
0001AS	Pest Control Services (C.3.14)	Month	$_____	126	$_____
0001AT	Locksmith Services (C.3.15)	Month	$_____	12	$_____
0001AU	Service Call and Tenant Environment (C.3.16)	Month	$_____	12	$_____
0001AV	Special Services (C.3.17)	Month	$_____	12	$_____
0001AV1	Special Services – Pool Maintenance (C.3.17.5)	Month	$_____	12	$_____
0001AV2	Special Services – Court and Field Maintenance (C.3.17.6)	Month	$_____	12	$_____
Base Year Basic Services Total					**$ _____**

B.4.1.2 Base Year Cost Reimbursable Price Schedule

CLIN	Item Description	Unit	Price per Hour	Qty.*	Estimated Total Price
0002	**Reimbursable Services (C.3.20)**	**Not to Exceed**			**$250,000.00**
0003	Electrician	Hour	$_____	1	$_____
0004	Electrician - Overtime	Hour	$_____	1	$_____
0005	Electrician - Emergency Callback	Hour	$_____	1	$_____
0006	Emergency Generator Technician	Hour	$_____	1	$_____
0007	Emergency Generator Technician - Overtime	Hour	$_____	1	$_____
0008	Emergency Generator Tech.- Emergency Callback	Hour	$_____	1	$_____
0009	HVAC Technician	Hour	$_____	1	$_____
0010	HVAC Technician - Overtime	Hour	$_____	1	$_____
0011	HVAC Technician - Emergency Callback	Hour	$_____	1	$_____
0012	Oil & Gas Systems Technician	Hour	$_____	1	$_____
0013	Oil and Gas Systems Technician - Overtime	Hour	$_____	1	$_____
0014	Oil and Gas Systems Tech. - Emergency Callback	Hour	$_____	1	$_____
0015	Fire Alarm Maintenance	Hour	$_____	1	$_____
0016	Fire Alarm Maintenance - Overtime	Hour	$_____	1	$_____
0017	Fire Alarm Maintenance - Emergency Callback	Hour	$_____	1	$_____
0018	Plumber	Hour	$_____	1	$_____
0019	Plumber - Overtime	Hour	$_____	1	$_____
0020	Plumber - Emergency Callback	Hour	$_____	1	$_____
0021	Elevator Technician	Hour	$_____	1	$_____
0022	Elevator Technician - Overtime	Hour	$_____	1	$_____
0023	Elevator Technician - Emergency Callback	Hour	$_____	1	$_____
0024	Building Automation System Technician	Hour	$_____	1	$_____
0025	Building Automation System Technician – Overtime	Hour	$_____	1	$_____

CLIN	Item Description	Unit	Price per Hour	Qty.*	Estimated Total Price
0026	Building Automation System Technician – Emergency Callback	Hour	$_____	1	$_____
0027	Excess of 6” Snow Removal	Hour	$_____	1	$_____
0028	Excess of 6” - Snow Removal - Overtime	Hour	$_____	1	$_____
0029	General Maintenance Technician	Hour	$_____	1	$_____
0030	General Maintenance Technician - Overtime	Hour	$_____	1	$_____
0031	General Maintenance Technician – Emergency Callback	Hour	$_____	1	$_____
0032	Administrative Staff	Hour	$_____	1	$_____
0033	Administrative Staff - Overtime	Hour	$_____	1	$_____
0034	Administrative Staff – Emergency Callback	Hour	$_____	1	$_____
0035	Landscape Maintenance	Hour	$_____	1	$_____
0036	Landscape Maintenance - Overtime	Hour	$_____	1	$_____
0037	Landscape Maintenance - Emergency Callback	Hour	$_____	1	$_____
0038	Pest Control Maintenance	Hour	$_____	1	$_____
0039	Pest Control Maintenance – Overtime	Hour	$_____	1	$_____
0040	Pest Control Maintenance - Emergency Callback	Hour	$_____	1	$_____
0041	Pool Maintenance	Hour	$_____	1	$_____
0042	Pool Maintenance – Overtime	Hour	$_____	1	$_____
0043	Pool Maintenance - Emergency Callback	Hour	$_____	1	$_____
0044	Court and Field Maintenance	Hour	$_____	1	$_____
0045	Court and Field Maintenance – Overtime	Hour	$_____	1	$_____
0046	Court and Field Maintenance - Emergency Callback	Hour	$_____	1	$_____
Base Year Cost Reimbursable Services Total (0002 - 0046)					**$_____**
Base Year Total (B.4.1.1 + B.4.1.2)					$_____

***** The estimated quantity of Labor Hours is included for the purpose of evaluating price only. The not to exceed cost reimbursement amount for the Base Year and each Option Year is $250,000.00.

B.4.2 OPTION YEAR ONE

B.4.2.1 Basic Services

Contract Line Item No. (CLIN)	Item Description	Unit	Price per Month	Qty.	Extended Price
0101	**Basic Services**				
0101AA	Electrical Services (C.3.1)	Month	$_____	12	$_____
0101AB	Mechanical Services (C.3.2)	Month	$_____	12	$_____
0101AC	Plumbing Services (C.3.3)	Month	$_____	12	$_____
0101AD	Elevator, Lifts, and Escalators Services (C.3.4)	Month	$_____	12	$_____
0101AE	Energy Management Control System Services (C.3.5)	Month	$_____	12	$_____
0101AF	Fire Protection Systems (C.3.6)	Month	$_____	12	$_____
0101AG	Architectural and Structural Services (C.3.7)	Month	$_____	12	$_____
0101AH	Operations, Maintenance, Repair, and Improvement Services (C.3.8)	Month	$_____	12	$_____
0101AI	Snow and Ice Removal Services (C.3.9)	Month	$_____	12	$_____
0101AJ	Custodial Services (C.3.10)	Month	$_____	12	$_____
0101AP	Landscaping Services (C.3.11)	Month	$_____	126	$_____
0101AQ	Utility Companies Services (C.3.12)	Month	$_____	126	$_____
0101AR	Security, Telecommunication, and Tenant Building Systems Support (C.3.13)	Month	$_____	126	$_____
0101AS	Pest Control Services (C.3.14)	Month	$_____	126	$_____
0101AT	Locksmith Services (C.3.15)	Month	$_____	12	$_____
0101AU	Service Call and Tenant Environment (C.3.16)	Month	$_____	12	$_____
0101AV	Special Services (C.3.17)	Month	$_____	12	$_____
0101AV1	Special Services – Pool Maintenance (C.3.17.5)	Month	$_____	12	$_____
0101AV2	Special Services – Court and Field Maintenance (C.3.17.6)	Month	$_____	12	$_____
Option Year One Basic Services Total					**$ _____**

B.4.2.2 OPTION YEAR ONE COST REIMBURSABLE PRICE SCHEDULE

CLIN	Item Description	Unit	Price per Hour	Qty.*	Estimated Total Price
0102	**Reimbursable Services (C.3.20)**	**Not to Exceed**			**$250,000.00**
0103	Electrician	Hour	$_____	1	$_____
0104	Electrician - Overtime	Hour	$_____	1	$_____
0105	Electrician - Emergency Callback	Hour	$_____	1	$_____
0106	Emergency Generator Technician	Hour	$_____	1	$_____
0107	Emergency Generator Technician - Overtime	Hour	$_____	1	$_____
0108	Emergency Generator Tech.- Emergency Callback	Hour	$_____	1	$_____
0109	HVAC Technician	Hour	$_____	1	$_____
0110	HVAC Technician - Overtime	Hour	$_____	1	$_____
0111	HVAC Technician - Emergency Callback	Hour	$_____	1	$_____
0112	Oil & Gas Systems Technician	Hour	$_____	1	$_____
0113	Oil and Gas Systems Technician - Overtime	Hour	$_____	1	$_____
0114	Oil and Gas Systems Tech. - Emergency Callback	Hour	$_____	1	$_____
0115	Fire Alarm Maintenance	Hour	$_____	1	$_____
0116	Fire Alarm Maintenance - Overtime	Hour	$_____	1	$_____
0117	Fire Alarm Maintenance - Emergency Callback	Hour	$_____	1	$_____
0118	Plumber	Hour	$_____	1	$_____
0119	Plumber - Overtime	Hour	$_____	1	$_____
0120	Plumber - Emergency Callback	Hour	$_____	1	$_____
0121	Elevator Technician	Hour	$_____	1	$_____
0122	Elevator Technician - Overtime	Hour	$_____	1	$_____
0123	Elevator Technician - Emergency Callback	Hour	$_____	1	$_____
0124	Building Automation System Technician	Hour	$_____	1	$_____
0125	Building Automation System Technician – Overtime	Hour	$_____	1	$_____

CLIN	Item Description	Unit	Price per Hour	Qty.*	Estimated Total Price
0126	Building Automation System Technician – Emergency Callback	Hour	$_____	1	$_____
0127	Excess of 6” Snow Removal	Hour	$_____	1	$_____
0128	Excess of 6” - Snow Removal - Overtime	Hour	$_____	1	$_____
0129	General Maintenance Technician	Hour	$_____	1	$_____
0130	General Maintenance Technician - Overtime	Hour	$_____	1	$_____
0131	General Maintenance Technician – Emergency Callback	Hour	$_____	1	$_____
0132	Administrative Staff	Hour	$_____	1	$_____
0133	Administrative Staff - Overtime	Hour	$_____	1	$_____
0134	Administrative Staff – Emergency Callback	Hour	$_____	1	$_____
0135	Landscape Maintenance	Hour	$_____	1	$_____
0136	Landscape Maintenance - Overtime	Hour	$_____	1	$_____
0137	Landscape Maintenance - Emergency Callback	Hour	$_____	1	$_____
0138	Pest Control Maintenance	Hour	$_____	1	$_____
0139	Pest Control Maintenance – Overtime	Hour	$_____	1	$_____
0140	Pest Control Maintenance - Emergency Callback	Hour	$_____	1	$_____
0141	Pool Maintenance	Hour	$_____	1	$_____
0142	Pool Maintenance – Overtime	Hour	$_____	1	$_____
0143	Pool Maintenance - Emergency Callback	Hour	$_____	1	$_____
0144	Court and Field Maintenance	Hour	$_____	1	$_____
0145	Court and Field Maintenance – Overtime	Hour	$_____	1	$_____
0146	Court and Field Maintenance - Emergency Callback	Hour	$_____	1	$_____
Option Year One Cost Reimbursable Services Total (0102 - 0146)					**$_____**
Option Year One Total (B.4.2.1 + B.4.2.2)					$_____

***** The estimated quantity of Labor Hours is included for the purpose of evaluating price only. The not to exceed cost reimbursement amount for the Base Year and each Option Year is $250,000.00.

B.4.3 OPTION YEAR TWO

B.4.3.1 Basic Services

Contract Line Item No. (CLIN)	Item Description	Unit	Price per Month	Qty.	Extended Price
0201	**Basic Services**				
0201AA	Electrical Services (C.3.1)	Month	$_____	12	$_____
0201AB	Mechanical Services (C.3.2)	Month	$_____	12	$_____
0201AC	Plumbing Services (C.3.3)	Month	$_____	12	$_____
0201AD	Elevator, Lifts, and Escalators Services (C.3.4)	Month	$_____	12	$_____
0201AE	Energy Management Control System Services (C.3.5)	Month	$_____	12	$_____
0201AF	Fire Protection Systems (C.3.6)	Month	$_____	12	$_____
0201AG	Architectural and Structural Services (C.3.7)	Month	$_____	12	$_____
0201AH	Operations, Maintenance, Repair, and Improvement Services (C.3.8)	Month	$_____	12	$_____
0201AI	Snow and Ice Removal Services (C.3.9)	Month	$_____	12	$_____
0201AJ	Custodial Services (C.3.10)	Month	$_____	12	$_____
0201AP	Landscaping Services (C.3.11)	Month	$_____	126	$_____
0201AQ	Utility Companies Services (C.3.12)	Month	$_____	126	$_____
0201AR	Security, Telecommunication, and Tenant Building Systems Support (C.3.13)	Month	$_____	126	$_____
0201AS	Pest Control Services (C.3.14)	Month	$_____	126	$_____
0201AT	Locksmith Services (C.3.15)	Month	$_____	12	$_____
0201AU	Service Call and Tenant Environment (C.3.16)	Month	$_____	12	$_____
0201AV	Special Services (C.3.17)	Month	$_____	12	$_____
0201AV1	Special Services – Pool Maintenance (C.3.17.5)	Month	$_____	12	$_____
0201AV2	Special Services – Court and Field Maintenance (C.3.17.6)	Month	$_____	12	$_____
Option Year Two Basic Services Total					**$ _____**

B.4.3.2 Option Year Two Cost Reimbursable Price Schedule

CLIN	Item Description	Unit	Price per Hour	Qty.*	Estimated Total Price
0202	**Reimbursable Services (C.3.20)**	**Not to Exceed**			**$250,000.00**
0203	Electrician	Hour	$_____	1	$_____
0204	Electrician - Overtime	Hour	$_____	1	$_____
0205	Electrician - Emergency Callback	Hour	$_____	1	$_____
0206	Emergency Generator Technician	Hour	$_____	1	$_____
0207	Emergency Generator Technician - Overtime	Hour	$_____	1	$_____
0208	Emergency Generator Tech.- Emergency Callback	Hour	$_____	1	$_____
0209	HVAC Technician	Hour	$_____	1	$_____
0210	HVAC Technician - Overtime	Hour	$_____	1	$_____
0211	HVAC Technician - Emergency Callback	Hour	$_____	1	$_____
0212	Oil & Gas Systems Technician	Hour	$_____	1	$_____
0213	Oil and Gas Systems Technician - Overtime	Hour	$_____	1	$_____
0214	Oil and Gas Systems Tech. - Emergency Callback	Hour	$_____	1	$_____
0215	Fire Alarm Maintenance	Hour	$_____	1	$_____
0216	Fire Alarm Maintenance - Overtime	Hour	$_____	1	$_____
0217	Fire Alarm Maintenance - Emergency Callback	Hour	$_____	1	$_____
0218	Plumber	Hour	$_____	1	$_____
0219	Plumber - Overtime	Hour	$_____	1	$_____
0220	Plumber - Emergency Callback	Hour	$_____	1	$_____
0221	Elevator Technician	Hour	$_____	1	$_____
0222	Elevator Technician - Overtime	Hour	$_____	1	$_____
0223	Elevator Technician - Emergency Callback	Hour	$_____	1	$_____
0224	Building Automation System Technician	Hour	$_____	1	$_____
0225	Building Automation System Technician – Overtime	Hour	$_____	1	$_____

CLIN	Item Description	Unit	Price per Hour	Qty.*	Estimated Total Price
0226	Building Automation System Technician – Emergency Callback	Hour	$_____	1	$_____
0227	Excess of 6” Snow Removal	Hour	$_____	1	$_____
0228	Excess of 6” - Snow Removal - Overtime	Hour	$_____	1	$_____
0229	General Maintenance Technician	Hour	$_____	1	$_____
0230	General Maintenance Technician - Overtime	Hour	$_____	1	$_____
0231	General Maintenance Technician – Emergency Callback	Hour	$_____	1	$_____
0232	Administrative Staff	Hour	$_____	1	$_____
0233	Administrative Staff - Overtime	Hour	$_____	1	$_____
0234	Administrative Staff – Emergency Callback	Hour	$_____	1	$_____
0235	Landscape Maintenance	Hour	$_____	1	$_____
0236	Landscape Maintenance - Overtime	Hour	$_____	1	$_____
0237	Landscape Maintenance - Emergency Callback	Hour	$_____	1	$_____
0238	Pest Control Maintenance	Hour	$_____	1	$_____
0239	Pest Control Maintenance – Overtime	Hour	$_____	1	$_____
0240	Pest Control Maintenance - Emergency Callback	Hour	$_____	1	$_____
0241	Pool Maintenance	Hour	$_____	1	$_____
0242	Pool Maintenance – Overtime	Hour	$_____	1	$_____
0243	Pool Maintenance - Emergency Callback	Hour	$_____	1	$_____
0244	Court and Field Maintenance	Hour	$_____	1	$_____
0245	Court and Field Maintenance – Overtime	Hour	$_____	1	$_____
0246	Court and Field Maintenance - Emergency Callback	Hour	$_____	1	$_____
Option Year Two Cost Reimbursable Services Total (0202 - 0246)					**$_____**
Option Year Two Total (B.4.3.1 + B.4.3.2)					$_____

***** The estimated quantity of Labor Hours is included for the purpose of evaluating price only. The not to exceed cost reimbursement amount for the Base Year and each Option Year is $250,000.00.

B.4.4 OPTION YEAR THREE

B.4.4.1 Basic Services

Contract Line Item No. (CLIN)	Item Description	Unit	Price per Month	Qty.	Extended Price
0301	**Basic Services**				
0301AA	Electrical Services (C.3.1)	Month	$_____	12	$_____
0301AB	Mechanical Services (C.3.2)	Month	$_____	12	$_____
0301AC	Plumbing Services (C.3.3)	Month	$_____	12	$_____
0301AD	Elevator, Lifts, and Escalators Services (C.3.4)	Month	$_____	12	$_____
0301AE	Energy Management Control System Services (C.3.5)	Month	$_____	12	$_____
0301AF	Fire Protection Systems (C.3.6)	Month	$_____	12	$_____
0301AG	Architectural and Structural Services (C.3.7)	Month	$_____	12	$_____
0301AH	Operations, Maintenance, Repair, and Improvement Services (C.3.8)	Month	$_____	12	$_____
0301AI	Snow and Ice Removal Services (C.3.9)	Month	$_____	12	$_____
0301AJ	Custodial Services (C.3.10)	Month	$_____	12	$_____
0301AP	Landscaping Services (C.3.11)	Month	$_____	126	$_____
0301AQ	Utility Companies Services (C.3.12)	Month	$_____	126	$_____
0301AR	Security, Telecommunication, and Tenant Building Systems Support (C.3.13)	Month	$_____	126	$_____
0301AS	Pest Control Services (C.3.14)	Month	$_____	126	$_____
0301AT	Locksmith Services (C.3.15)	Month	$_____	12	$_____
0301AU	Service Call and Tenant Environment (C.3.16)	Month	$_____	12	$_____
0301AV	Special Services (C.3.17)	Month	$_____	12	$_____
0301AV1	Special Services – Pool Maintenance (C.3.17.5)	Month	$_____	12	$_____
0301AV2	Special Services – Court and Field Maintenance (C.3.17.6)	Month	$_____	12	$_____
Option Year Three Basic Services Total					**$ _____**

B.4.4.2 Option Year Three Cost Reimbursable Price Schedule

CLIN	Item Description	Unit	Price per Hour	Qty.*	Estimated Total Price
0302	**Reimbursable Services (C.3.20)**	**Not to Exceed**			**$250,000.00**
0303	Electrician	Hour	$_____	1	$_____
0304	Electrician - Overtime	Hour	$_____	1	$_____
0305	Electrician - Emergency Callback	Hour	$_____	1	$_____
0306	Emergency Generator Technician	Hour	$_____	1	$_____
0307	Emergency Generator Technician - Overtime	Hour	$_____	1	$_____
0308	Emergency Generator Tech.- Emergency Callback	Hour	$_____	1	$_____
0309	HVAC Technician	Hour	$_____	1	$_____
0310	HVAC Technician - Overtime	Hour	$_____	1	$_____
0311	HVAC Technician - Emergency Callback	Hour	$_____	1	$_____
0312	Oil & Gas Systems Technician	Hour	$_____	1	$_____
0313	Oil and Gas Systems Technician - Overtime	Hour	$_____	1	$_____
0314	Oil and Gas Systems Tech. - Emergency Callback	Hour	$_____	1	$_____
0315	Fire Alarm Maintenance	Hour	$_____	1	$_____
0316	Fire Alarm Maintenance - Overtime	Hour	$_____	1	$_____
0317	Fire Alarm Maintenance - Emergency Callback	Hour	$_____	1	$_____
0318	Plumber	Hour	$_____	1	$_____
0319	Plumber - Overtime	Hour	$_____	1	$_____
0320	Plumber - Emergency Callback	Hour	$_____	1	$_____
0321	Elevator Technician	Hour	$_____	1	$_____
0322	Elevator Technician - Overtime	Hour	$_____	1	$_____
0323	Elevator Technician - Emergency Callback	Hour	$_____	1	$_____
0324	Building Automation System Technician	Hour	$_____	1	$_____
0325	Building Automation System Technician – Overtime	Hour	$_____	1	$_____

CLIN	Item Description	Unit	Price per Hour	Qty.*	Estimated Total Price
0326	Building Automation System Technician – Emergency Callback	Hour	$_____	1	$_____
0327	Excess of 6” Snow Removal	Hour	$_____	1	$_____
0328	Excess of 6” - Snow Removal - Overtime	Hour	$_____	1	$_____
0329	General Maintenance Technician	Hour	$_____	1	$_____
0330	General Maintenance Technician - Overtime	Hour	$_____	1	$_____
0331	General Maintenance Technician – Emergency Callback	Hour	$_____	1	$_____
0332	Administrative Staff	Hour	$_____	1	$_____
0333	Administrative Staff - Overtime	Hour	$_____	1	$_____
0334	Administrative Staff – Emergency Callback	Hour	$_____	1	$_____
0335	Landscape Maintenance	Hour	$_____	1	$_____
0336	Landscape Maintenance - Overtime	Hour	$_____	1	$_____
0337	Landscape Maintenance - Emergency Callback	Hour	$_____	1	$_____
0338	Pest Control Maintenance	Hour	$_____	1	$_____
0339	Pest Control Maintenance – Overtime	Hour	$_____	1	$_____
0340	Pest Control Maintenance - Emergency Callback	Hour	$_____	1	$_____
0341	Pool Maintenance	Hour	$_____	1	$_____
0342	Pool Maintenance – Overtime	Hour	$_____	1	$_____
0343	Pool Maintenance - Emergency Callback	Hour	$_____	1	$_____
0344	Court and Field Maintenance	Hour	$_____	1	$_____
0345	Court and Field Maintenance – Overtime	Hour	$_____	1	$_____
0346	Court and Field Maintenance - Emergency Callback	Hour	$_____	1	$_____
Option Year Three Cost Reimbursable Services Total (0302 - 0346)					**$_____**
Option Year Three Total (B.4.4.1 + B.4.4.2)					$_____

***** The estimated quantity of Labor Hours is included for the purpose of evaluating price only. The not to exceed cost reimbursement amount for the Base Year and each Option Year is $250,000.00.

B.4.5 OPTION YEAR FOUR

B.4.5.1 Basic Services

Contract Line Item No. (CLIN)	Item Description	Unit	Price per Month	Qty.	Extended Price
0401	**Basic Services**				
0401AA	Electrical Services (C.3.1)	Month	$_____	12	$_____
0401AB	Mechanical Services (C.3.2)	Month	$_____	12	$_____
0401AC	Plumbing Services (C.3.3)	Month	$_____	12	$_____
0401AD	Elevator, Lifts, and Escalators Services (C.3.4)	Month	$_____	12	$_____
0401AE	Energy Management Control System Services (C.3.5)	Month	$_____	12	$_____
0401AF	Fire Protection Systems (C.3.6)	Month	$_____	12	$_____
0401AG	Architectural and Structural Services (C.3.7)	Month	$_____	12	$_____
0401AH	Operations, Maintenance, Repair, and Improvement Services (C.3.8)	Month	$_____	12	$_____
0401AI	Snow and Ice Removal Services (C.3.9)	Month	$_____	12	$_____
0401AJ	Custodial Services (C.3.10)	Month	$_____	12	$_____
0401AP	Landscaping Services (C.3.11)	Month	$_____	126	$_____
0401AQ	Utility Companies Services (C.3.12)	Month	$_____	126	$_____
0401AR	Security, Telecommunication, and Tenant Building Systems Support (C.3.13)	Month	$_____	126	$_____
0401AS	Pest Control Services (C.3.14)	Month	$_____	126	$_____
0401AT	Locksmith Services (C.3.15)	Month	$_____	12	$_____
0401AU	Service Call and Tenant Environment (C.3.16)	Month	$_____	12	$_____
0401AV	Special Services (C.3.17)	Month	$_____	12	$_____
0401AV1	Special Services – Pool Maintenance (C.3.17.5)	Month	$_____	12	$_____
0401AV2	Special Services – Court and Field Maintenance (C.3.17.6)	Month	$_____	12	$_____
Option Year Four Basic Services Total					**$ _____**

B.4.5.2 Option Year Four Cost Reimbursable Price Schedule

CLIN	Item Description	Unit	Price per Hour	Qty.*	Estimated Total Price
0402	**Reimbursable Services (C.3.20)**	**Not to Exceed**			**$250,000.00**
0403	Electrician	Hour	$_____	1	$_____
0404	Electrician - Overtime	Hour	$_____	1	$_____
0405	Electrician - Emergency Callback	Hour	$_____	1	$_____
0406	Emergency Generator Technician	Hour	$_____	1	$_____
0407	Emergency Generator Technician - Overtime	Hour	$_____	1	$_____
0408	Emergency Generator Tech.- Emergency Callback	Hour	$_____	1	$_____
0409	HVAC Technician	Hour	$_____	1	$_____
0410	HVAC Technician - Overtime	Hour	$_____	1	$_____
0411	HVAC Technician - Emergency Callback	Hour	$_____	1	$_____
0412	Oil & Gas Systems Technician	Hour	$_____	1	$_____
0413	Oil and Gas Systems Technician - Overtime	Hour	$_____	1	$_____
0414	Oil and Gas Systems Tech. - Emergency Callback	Hour	$_____	1	$_____
0415	Fire Alarm Maintenance	Hour	$_____	1	$_____
0416	Fire Alarm Maintenance - Overtime	Hour	$_____	1	$_____
0417	Fire Alarm Maintenance - Emergency Callback	Hour	$_____	1	$_____
0418	Plumber	Hour	$_____	1	$_____
0419	Plumber - Overtime	Hour	$_____	1	$_____
0420	Plumber - Emergency Callback	Hour	$_____	1	$_____
0421	Elevator Technician	Hour	$_____	1	$_____
0422	Elevator Technician - Overtime	Hour	$_____	1	$_____
0423	Elevator Technician - Emergency Callback	Hour	$_____	1	$_____
0424	Building Automation System Technician	Hour	$_____	1	$_____
0425	Building Automation System Technician – Overtime	Hour	$_____	1	$_____

CLIN	Item Description	Unit	Price per Hour	Qty.*	Estimated Total Price
0426	Building Automation System Technician – Emergency Callback	Hour	$_____	1	$_____
0427	Excess of 6” Snow Removal	Hour	$_____	1	$_____
0428	Excess of 6” - Snow Removal - Overtime	Hour	$_____	1	$_____
0429	General Maintenance Technician	Hour	$_____	1	$_____
0430	General Maintenance Technician - Overtime	Hour	$_____	1	$_____
0431	General Maintenance Technician – Emergency Callback	Hour	$_____	1	$_____
0432	Administrative Staff	Hour	$_____	1	$_____
0433	Administrative Staff - Overtime	Hour	$_____	1	$_____
0434	Administrative Staff – Emergency Callback	Hour	$_____	1	$_____
0435	Landscape Maintenance	Hour	$_____	1	$_____
0436	Landscape Maintenance - Overtime	Hour	$_____	1	$_____
0437	Landscape Maintenance - Emergency Callback	Hour	$_____	1	$_____
0438	Pest Control Maintenance	Hour	$_____	1	$_____
0439	Pest Control Maintenance – Overtime	Hour	$_____	1	$_____
0440	Pest Control Maintenance - Emergency Callback	Hour	$_____	1	$_____
0441	Pool Maintenance	Hour	$_____	1	$_____
0442	Pool Maintenance – Overtime	Hour	$_____	1	$_____
0443	Pool Maintenance - Emergency Callback	Hour	$_____	1	$_____
0444	Court and Field Maintenance	Hour	$_____	1	$_____
0445	Court and Field Maintenance – Overtime	Hour	$_____	1	$_____
0446	Court and Field Maintenance - Emergency Callback	Hour	$_____	1	$_____
Option Year Four Cost Reimbursable Services Total (0402 - 0446)					**$_____**
Option Year Four Total (B.4.5.1 + B.4.5.2)					$_____

***** The estimated quantity of Labor Hours is included for the purpose of evaluating price only. The not to exceed cost reimbursement amount for the Base Year and each Option Year is $250,000.00.

SECTION C
SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE OF WORK

The Government of the District of Columbia, Department of General Services (the District) is seeking a Contractor to provide consolidated maintenance services including the management, supervision, labor, materials, supplies, and equipment (except as otherwise provided) to ensure effective performance of Operations, Maintenance and Repair (OM&R) services at Dunbar Senior High School and Cardozo Senior High School. The Contractor shall provide Basic Services as described in Sections C.3.1 – C.3.19 and Reimbursable Services as described in C.3.20 that result in a clean, comfortable, and operable facility for the District's school system, workforce and the public at all times.

C.1.1 APPLICABLE DOCUMENTS

The Contractor shall comply with the most recent versions and any future revisions of all applicable federal and District laws, Court Orders, regulations, and policies and procedures including but not limited to the following:

Item #	Document Type	Title	Version/ Date
1	U.S. Law	Environmental Protection Agency (EPA) 42 USC sections 6901-6976 Hazardous Substances and Waste http://www.epa.gov	Most Recent
2	Federal Regulations	Environmental Protection Agency (EPA) Clean Air Act of 1990 http://www.epa.gov/air/caa/	Most Recent
3	Federal Regulations	EPA Level IV (universal) certification	Most Recent
4	Federal Regulations	U.S. Department of Labor Occupational Safety and Health Administration 29 CFR, Part 1910, Subparts A-P http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title29/29cfr1910_main_02.tpl	2003 Ed.

Item #	Document Type	Title	Version/ Date
5	Federal Regulations	U.S. Department of Labor Occupational Safety and Health Administration 29 CFR, Part 1926, www.osha.gov	Most Recent
6	Federal Regulations	40 CFR, Parts 260, 261, 264, 265, 268, 270, and 273 Protection of Environment Environmental Protection Agency http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?tpl=/ecfrbrowse/Title40/40tab_02.tpl	Most Recent
7	Federal Regulations	41 CFR, Part 101-120 Public Contracts and Property Management Subtitle C--Federal Property Management Regulations System Management of Buildings and Grounds http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title41/41tab_02.tpl	July 1990
8	Federal Regulations	National Emission Standards for Hazardous Air Pollutants http://www.epa.gov/compliance/monitoring/programs/caa/neshaps.html	Latest Version
9	Federal Regulation	Energy Policy Act of 2005 http://en.wikipedia.org/wiki/Energy_Policy_Act_of_2005	1992 and 2005
10	Executive Order	Executive Order 13101 Greening the Government Through Waste Prevention, Recycling, and Federal Acquisition http://www.epa.gov/epp/pubs/13101.pdf	1998
11	Accredited Specs and Standards	International Building Code (IBC) http://www.iccsafe.org/Store/Pages/Product.aspx?id=3000X12	2006
12	D.C. Code	DC Construction Codes http://dcra.dc.gov/DC/DCRA/Permits/Construction+Codes	Most Recent
13	D.C. Code	D.C. Official Code, sections 10-1001-1005 Parks, Public Buildings, Grounds and Space	2001 Ed., 2005 Supp.
14	D.C. Law	The Clean and Affordable Energy Act http://bcap-energy.org/files/DC_Clean_Affordable_Energy_Act_2008.pdf	2008

Item #	Document Type	Title	Version/ Date
15	DCMR	DC Solid Waste and Multi-Materials Management http://os.dc.gov/os/lib/os/info/odai/title_21/title21_chapter20.pdf	1998
16	D.C. Web Site	DCMR DC Solid Waste and Multi-Materials Management http://os.dc.gov/os/lib/os/info/odai/title_21/title21_chapter20.pdf Department of Consumer and Regulatory Administration (DCRA) Building and Land Regulation Administration (BLRA). http://dcra.dc.gov/DC/DCRA	Most Recent 1998
17	D.C. Web Site	District of Columbia/Pearson Vue Licensing http://www.contractors-license.org/dc/DistofColumbia.html	Most Recent
18	DC Water	Washington Suburban Sanitary Commission http://www.wsscwater.com/home/jsp/home.faces	Most Recent
19	D.C. Web Site	Department of General Services http://dgs.dc.gov/DC/DGS	Most Recent
20	Accredited Specs and Standards	InterNational Electrical Testing Association (NETA) www.netaworld.org/	2009
21	Accredited Specs and Standards	Leadership in Energy and Environmental Design (LEED) http://www.usgbc.org/DisplayPage.aspx?CategoryID=19	Most Recent
22	DC Policy	OCP Directive 1303.00, dated October 1, 2003, entitled "Environmentally Preferable Purchasing."	Most Recent
23	Accredited Specs and Standards	National Fire Protection Association (NFPA) Recommended Practice for Electrical Equipment Maintenance NFPA 70B, 72, 25 www.nfpa.org/catalog	Most Recent
24	Accredited Specs and Standards	NFPA 30, Flammable and Combustible Liquids Code http://www.nfpa.org/aboutthecodes/AboutTheCodes.asp?DocNum=30&cookie%5Ftest=1	Most Recent
25	Accredited Specs and Standards	National Institute Certification of Engineering Technologies http://www.nicet.org/	Most Recent

Item #	Document Type	Title	Version/ Date
26	Accredited Specs and Standards	The National Board Inspection Code Chapter 2 Inspection of Boiler and Pressure Vessels http://www.nationalboard.org/index.aspx%3FpageID%3D4	Most Recent
27	Accredited Specs and Standards	Construction Specifics Institute (CSI) www.csinet.org	Most Recent
28	Accredited Specs and Standards	Public Buildings Maintenance Guides and Time Standards http://www.eng-tips.com/viewthread.cfm?qid=170003	January 1995
29	Accredited Specs and Standards	International Code Council (ICC) http://www.ihs.com/products/industry-standards/organizations/icc/index.aspx	Most Recent
30	Accredited Specs and Standards	American National Standard Institute (ANSI) 2245.1 http://www.ansi.org	Latest Version
31	Accredited Specs and Standards	American National Standards Institute/American Society of Heating, Refrigeration, and Air Conditioning Equipment (ANSI/ASHRAE) Standards 55 and 62 http://www.ashrae.org/technology/page/132	Most Recent
32	Accredited Specs and Standards	American Society of Mechanical Engineers with addendum's Safety Code for Elevators and Escalators AMCE A.17.1 http://www.petroblogger.com/2009/12/descargar-las-normas-asme-gratis.html	1990 Edition
33	Accredited Specs and Standards	National Electrical Code (NEC) http://www.electricfind.com/code.htm	2005
34	Accredited Specs and Standards	Elevator Industry Field Employees' Safety Handbook http://safety.elevatorworld.com/pdf/WHAT'S_NEW_SH10.pdf	Most Recent
35	Accredited Specs and Standards	Building Official Code Administration (BOCA) http://www.ihs.com/products/industry-standards/organizations/icc/index.aspx	Most Recent
36	Accredited Specs and Standards	American Society for Testing Materials (ASTM) http://www.astm.org/Standard/index.shtml	Most Recent
37	Accredited Specs and Standards	Institute of Electrical and Electronics Engineers (IEEE) http://www.ieee.org/index.html	Most Recent

Item #	Document Type	Title	Version/ Date
38	Accredited Specs and Standards	Carpet and Rug Institute (CRI) Green Label Program http://www.carpet-rug.org/commercial-customers/green-building-and-the-environment/green-label-plus/	Most Recent
39	Accredited Specs and Standards	Carpet and Rug Institute Bronze Seal of Approval http://www.carpet-rug.org/residential-customers/cleaning-and-maintenance/seal-of-approval-products/vacuums.cfm	Most Recent
40	Accredited Specs and Standards	Integrated Plant Nutrition Management http://scialert.net/abstract/?doi=ijss.2011.19.24	Most Recent
41	Accredited Specs and Standards	Green Seal http://www.greenseal.org/	Most Recent
42	D.C. Code	D.C. Code, Title 10 Parks, Public Buildings and Grounds http://dccode.westgroup.com/search/default.wl?DB-DC-ST- WEB&RS=WLW2.07&VR =J .0	2001
43	D.C. Municipal Regulations	District of Columbia Municipal Regulations (DCMR) Title 19 Amusements , Parks, and Recreation Chapter 7 -Department of Parks and Recreation http://dccode.westgroup .com/search /default.wl?DB-DC-ST-WEB&RS =WLW2.07&VR= 1.0 Chapter I I Recreational Use of Public Land http ://www.amlegal.com/nxt/gateway.dll/title%20 I9/chapter00011.htm?f=templates$fn=main-nf.htm$3.0#JDChapter l1	Most Recent
44	Industry Association	American Nursey and Landscape Association Indusrty Standards and Practices www.ania.org	Most Recent
45	Industry Association	American Seed Trade Association Industry Standards and Practices www.amseed.com	Most Recent
46	Industry Standards	American National Standards Institute (ANSI) Standard Specification ASTM Standards on Irrigation Systems http://webstore.ansi.org/ansidocstore/product.asp?sku=ASTM+F2223%2D04	Most Recent
47	Federal Law	U. S. Department of Justice American with Disabilities Act www.ada.gov	Most Recent

48	Industry Standards	ASTM Standards Guide for Maintaining Cool Season Turf grasses on Athletic Fields http://www.astm.org/Standards/F2060.htm	F2060-00(2005)
49	Industry Standards	ASTM Standards Guide for Maintaining Warm Season Turf grasses on Athletic Fields http://www.astm.org/Standards/F2269.htm	F2269-03

C.1.2 DEFINITIONS

C.1.2.1 **Acceptance** - means an authorized representative of the District has inspected and agreed that the work meets all requirements of this contract, to include documentation requirements.

C.1.2.2 **Acceptable Level of Maintenance** - An "acceptable level" of maintenance is defined as the level of maintenance, which will preserve the equipment in unimpaired operating condition. That is, above the point where deterioration and/or diminishment of the normal life expectancy of the equipment.

C.1.2.3 **Approval** - means the District has reviewed submittals, deliverables, or administrative documents (e.g., insurance certificates, installation schedules and planned utility interruptions.) and has determined the documents conform to contract or contract requirements.

C.1.2.4 **Architectural and Structural** - All building systems customarily included in Construction Specification Institute CSI (Applicable Document #27) Divisions to include building core and shell, building improvements and finishes, and exterior site improvements (e.g., paving, walkways, exterior lighting .), but excluding equipment owned and operated by tenant agencies or concessions contractors unless indicated otherwise.

C.1.2.5 **Basic Services** - services consist of the recurring contract requirements and the requirements established by the statement of work and related general and administrative functions. Reimbursable Services (C.3.20) are requirements outside of Basic Services.

C.1.2.6 **Building –** See Facility**.**

C.1.2.7 **Building Automation System (BAS)** - A computer-based system featuring a microprocessor that starts, stops, and monitors mechanical, electrical, and plumbing systems and their individual components. The BAS is also commonly referred to as the Energy Management Control System (EMCS).

C.1.2.8 **Building Operating Plan (BOP**) - A mandatory plan, which the Contractor prepares for District Approval and describes the Contractor's program for operating and maintaining the building, to include both normal circumstances and contingencies.

C.1.2.9 **Certificate of Recycling** - The recycler's certification of, typically, the total weight of material received on a particular date and confirmation that it was processed in accordance with state and federal regulations.

C.1.2.10 **Computerized Maintenance Management System (CMMS)** - a database, which the Contractor is, required to provide to automate the Operations, Maintenance & Repairs (OM&R) recordkeeping requirements.

C.1.2.11 **Consolidated Maintenance Services** – Required services including Basic Services and Reimbursable Services.

C.1.2.12 **Consumables** - parts or components are parts or components, which customarily require regular replacement in a maintenance program, prior to equipment failure. Examples are oil, grease, belts, filters, ballasts, and light tubes.

C.1.2.13 **Control System** - any low voltage control, signaling, communication and monitoring system, including but not limited to device, field and global controllers; instrumentation; networking infrastructure; computers and peripherals; software; programming; database files; and licenses. Examples are the BAS, and lighting control systems. Fire protection systems and security systems are excluded from this definition for purposes of this Contract, and are defined separately.

C.1.2.14 **Correction** - The elimination of a defect.

C.1.2.15 **Deficiency** - Any part of a proposal from a contractor or any work performed by a Contractor that fails to satisfy the District requirements.

C.1.2.16 **Direct Cost** - Costs incurred in the actual performance and execution of services (excluding profits and mark-ups).

C.1.2.17 **District Quality Assurance** - the various functions, including inspections, by the District to determine whether a Contractor has fulfilled the contract obligations pertaining to cleaning quality and quantity. District Quality Assurance is different from and is not a substitute for contractor Quality Control.

C.1.2.18 **Divisions** - Divisions, as defined by the Constructions Specifications Institute (CSI) (Applicable Document #27), are numbered and refer to the subject matter or trade. These master formats are the national standard for construction specifications. Division can also mean a sub department within a District Agency.

C.1.2.19 **Drawings** - Are the graphic and pictorial portions of the RFP showing design, location, and dimensions of the Facility, generally including plans, notes, elevations, sections, details, schedules and diagrams.

C.1.2.20 **Electrical** - All building and site systems of the types generally included in Division 16 of the CSI (Applicable Document #27) with the exception of Control Systems, Telecommunication Systems, Security Systems, and equipment owned by a servicing public utility.

C.1.2.20 **Conveying Systems -** All building systems of the types generally included in Division 14, but not including supporting Electrical and HVAC equipment. For purpose of this contract, conveying systems mean all kinds of passenger, freight and service lifts, including dumbwaiters and sidewalk lifts that have mechanical, hydraulic and electrical hoisting machinery.

C.1.2.21 **Emergency Service Call** - A Service Call or other request for service placed outside of Normal Occupant Working Hours, and of such a nature, that response cannot wait for the resumption of Normal Occupant Working Hours.

C.1.2.22 **Exterior** - Entrances, landing, steps, sidewalks, parking areas, facades, moats, and lawns located adjacent to the building and extending to the established property line.

C.1.2.23 **Event Services** - building operation services performed and provided by the Contractor in support of special functions and events.

C.1.2.24 **Facility -** Property for which services are to be provided.

C.1.2.25 **Facility Inspection** - Scheduled or unannounced but documented inspection of the Facility by the District or the Contractor to monitor level of contractor delivery of the required services.

C.1.2.26 **Fire Protection Systems** - Systems and equipment installed in the building for the purposes of detecting fires or heat or smoke, alarming occupants of possible fire, activating certain emergency responses in other systems and equipment (e.g., Elevator recall, stairwell pressurization), and suppressing fires. These systems include Electrical, Mechanical, Instrumentation, and Controls components.

C.1.2.27 **Furnishings** - All equipment of the types generally included in Division 11 and 12 of the CSI (Applicable Documents #27).

C.1.2.28 **Green Roof** - The roof of a facility that is partially or completely covered with vegetation and a growing medium, planted over a waterproofing membrane. It may also include additional layers such as a root barrier and drainage and irrigation systems.

C.1.2.29 **Hazardous Materials** - Any waste, substances, radiation or materials whether solids, liquids or gases that are:

a. hazardous, toxic, infectious, explosive, radioactive, carcinogenic or mutagenic;
b. now or become defined as pollutants, contaminants, hazardous wastes or substances, toxic substances, radioactive materials, solid waste or other similar designations in or otherwise subject to District and Federal regulations (Applicable Document #8);
c. present on the premises and can cause or threaten to cause, a nuisance pursuant to applicable statutory or common law upon the premises, facilities or properties; and/or
d. polychlorinated biphenyl's (PCBs), asbestos, lead-based paint, urea formaldehyde foam insulation, petroleum and petroleum products including gasoline, crude oil etc. that pose a hazard to human health, safety, natural resources, industrial hygiene, the environment or an impediment to working conditions.

C.1.2.30 **Heating, Ventilation and Air-Conditioning (HVAC**) - HVAC includes all systems with the function of providing ventilation or temperature control to building spaces. HVAC equipment is a subset of Mechanical, Electrical and Controls equipment and systems, and intersects the definitions of each of these.

C.1.2.31 **Hours of Operation** – Time period for which the contract staff shall be on site performing services.

C.1.2.32 **Hydraulic** – Any mechanical system powered by a hydraulic plunger driven by a pump. In the case of an elevator, the plunger pushes the elevator car up from underneath, similar to a lift in an auto service station.

C.1.2.33 **Incident Commander** - Constantly manages the situation and has decision making authority at the building or facility as it relates to incident assessment and evacuation determination, never leaving the scene until the danger to the occupants or facility has passed and the building is secure or the Incident Commander has been relieved by the authorities (first responders – fire and police).

C.1.2.34 **Indirect Cost** - A cost that is associated with a product or service, but not directly attributable to just one product or service.

C.1.2.35 **Initial Deficiency List (IDL)** - The Initial Deficiency List (IDL) specifies all building equipment, components, structures deficient in receiving regular PM, resulting in the need for repairs.

C.1.2.36 **Inspections** - Examining and testing contractor performance of services by the District to determine whether they conform to contract requirements.

C.1.2.37 **Irrigation Systems** - includes all piping, tubing, hoses, sprinkler heads, valves, sensors and controllers used to water vegetation.

C.1.2.38 **Leadership in Energy and Environmental Design (LEED Green Building System™)** (Applicable Document #21)- Facilities constructed, engineered, and designed under a standard that improves environmental and economic performance of commercial buildings, having advanced industry principles, practices, materials and standards for a sustainable design, in particular LEED 'Gold'. Each Building description attachment denotes the LEED designation. In the event of any conflict in any clause, statement, requirement, description, condition, demand or specification contained within this solicitation and/or any subsequent, and/or related attachment(s), and/or addendum(s), the LEED standard shall control and any conflict shall not compromise the LEED standard.

C.1.2.39 **Maintenance -** the upkeep of property or equipment

C.1.2.40 **Mechanical** - All Facility and site systems of the types generally included in Division 15 of the CSI (Applicable Document #27), with the exception of equipment owned by a servicing public utility.

C.1.2.41 **Normal Occupant Working Hours**. – Time period for which the building/facility is open for business operation.

C.1.2.42 **Operations -** Operations are the continual process of using Facility equipment systems to accomplish their function. Operations includes but is not limited to: analysis of requirements and systems capabilities, programming and operating controls and control systems, responding to service calls, touring and observing equipment performance and condition, adjusting equipment, identifying necessary Maintenance and Repairs to equipment, and maintaining lubrication and chemical treatments.

C.1.2.43 **Pest Control** - Those measures which are necessary to suppress the population of crawling and flying insects, rats, mice, and any other species which become a pest within or around the Facility.

C.1.2.44 **Predictive Maintenance (PdM)** - Predictive Maintenance is a program of maintenance activities in which scheduling of maintenance derives from monitoring the operating condition or changes in operating condition of in-service equipment and techniques that help determine the condition of equipment in order to predict when maintenance should be performed, before the equipment ends its useful life; also known as condition-based maintenance.

C.1.2.45 **Preventive Maintenance (PM)** - Preventive Maintenance is a program of maintenance activities performed on a fixed schedule, or on equipment runtimes, generally in accordance with manufacturers' recommendations with the intent of keeping equipment in reliable operating condition and preventing deterioration.

C.1.2.46 **Quality Assurance (QA)** - Actions taken in order to ensure services meet contract requirements.

C.1.2.47 **Quality Control (QC)** - Contractor developed and implemented safeguards that ensure quality service is provided to satisfy the requirements of the contract.

C.1.2.48 **Quality Service Tenant Survey** - Questionnaires completed by occupants with the objective of ascertaining how the customer and Facility tenants rate Contractor performance.

C.1.2.49 **Reimbursable Services** - work performed by the Contractor at the direction of the COTR that is over and above the required Basic Services. Two categories of this type of service are Reimbursable Repairs and Reimbursable Additional Services.

C.1.2.50 **Related Services (Janitorial)** - Janitorial services performed on an as needed, quarterly, semi-annual, or annual basis (not performed on a regular daily basis)

C.1.2.51 **RESERVED**

C.1.2.52 **Repair (Major)-** An act of restoring inoperable, dysfunctional or deteriorated equipment, systems, or material to a fully functional, non-deteriorated state, wherein the cost falls outside the deductible threshold and therefore requires reimbursement from the District.

C.1.2.53 **Repair (Minor)** - An act of restoring inoperable, dysfunctional or deteriorated equipment, systems, or material to a fully functional, non-deteriorated state, wherein the cost falls within the deductible threshold and therefore does not require reimbursement from the District. Such a repair usually involves some combination of labor and replacement parts, components or materials.

C.1.2.54 **Response Time** - The time allowed the Contractor by the District after initial notification to be physically on the premises at the work site, with appropriate tools, equipment and materials, ready to perform the required Work.

C.1.2.55 **Routine Cleaning** - The standard reoccurring cleaning tasks performed on a routine, scheduled basis

C.1.2.56 **Scheduled Maintenance** - Maintenance or repairs to equipment or systems that occur as a part of the regular preventive maintenance schedules.

C.1.2.57 **Security Systems -** Security Systems include the following:

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

C.1.2.58 **Security Systems Support** - Providing any level of environmental conditioning and power supply to the area(s) in which the systems are housed. Support should not be confused with performing any level of installation, maintenance, or repair of physical equipment or systems.

C.1.2.59 **Service Call** - a response to a tenant or agency complaint, or a response to an observation that some equipment, system or material covered by the contract is inoperable, dysfunctional or deteriorated, or that performance standards of the contract are not being met. The Service Call response involves analysis of the problem, and adjustment of operating or monitoring controls or other immediate corrective action. A requirement to perform a Repair may result from the analysis stage of a Service Call. Service Calls may be generated automatically from interfaces to BAS or diagnostic software. A service call can be either an Emergency or Non-Emergency service call.

C.1.2.60 **Services** - Performance, workmanship, and material furnished or utilized in the accomplishment, execution, or resolution of a Service Call.

C.1.2.61 **Specifications** - The section of a document that contains written requirements outlining the materials, equipment, standards, and workmanship necessary for successful execution.

C.1.2.62 **RESERVED**

C.1.2.63 **Task Order** - A Task Order is a formal direction presented to a Contractor to provide Reimbursable services outside of the required Basic Services.

C.1.2.64 **Tenant Equipment Support** - Providing any level of environmental conditioning and power supply to the area(s) in which the systems are housed. Support should not be confused with performing any level of installation, maintenance, or repair of physical equipment or systems.

C.1.2.65 **Telecommunication Systems** - Telecommunication Systems include Facility telephone systems, and specialized agency communication systems.

C.1.2.66 **Telecommunication Support** - Providing any level of environmental conditioning and power supply to the area(s) in which the systems are housed. Support should not be confused with performing any level of installation, maintenance or repair of physical equipment or systems.

C.1.2.67 **Tour**- scheduled or unscheduled visits to equipment rooms and installations by operating personnel for the purpose of assuring that equipment is running properly, that equipment rooms are in good order and without any potential hazards.

C.1.2.68 **Trash and Debris Disposal** - Removal and disposal of trash and debris from the premises on a schedule established by the Contractor and approved by the COTR.

C.1.2.69 **Uninterruptable Power Supply** - an electrical apparatus that provides emergency power to a load when the input power source, typically mains power, fails. A UPS differs from an auxiliary or emergency power system or standby generator in that it will provide instantaneous or near-instantaneous protection from input power interruptions by means of one or more attached batteries and associated electronic circuitry for low power users, and or by means of diesel generators and flywheels for high power users.

C.1.2.70 **Universal Waste (UW)** - Hazardous wastes that are generated by a wide array of people that contain mercury, lead, cadmium, copper and other substances hazardous to human and environmental health, Examples of these are batteries, fluorescent tubes, pesticides, aerosol cans and some electronic devices.

C.1.2.71 **Unscheduled Maintenance** - Maintenance or repairs to equipment or systems that occur as a result of an observation of defect, malfunction, or failure.

C.1.2.72 **Utility Hours** - Hours of work ordered by the COTR, for tasks not otherwise required as Basic Services under the contract shall be treated as Utility Hours.

C.1.2.73 **Utility Systems Support** - Ongoing support provided to utility companies while service to utility systems and equipment is being performed.

C.1.2.74 **Athletic Fields and Playing Fields -** Any fields used for athletic play to include football, baseball, softball, lacrosse, rugby.

C.1.2.75 **Core Aerating -** A process in which plugs of earth (3/4" deep) are taken out of the ground by core aerating machine and left on the turf to allow for water, fertilization and compaction alleviation.

C.1.2.76 **Infield Mix -** A soil based product that shall be free of any stones over ¼" in any dimension. It shall contain no organic matter and meet the following mechanical analysis:

Sand	(2.0-.0.05mm)	60-75%
Silt	(0.05 – 0.002mm)	15-30%
Clay (less than 0.002mm)		0-10%

C.1.2.77 **Invasive Species** - An alien species whose introduction does or is likely to cause economic or environmental harm or harm to ecosystems or human health.

C.1.2.78 **Over-seeding -** A process to seed over existing turf by use of a silt-seeding machine that creates a slit in the turf and inserts grass seed for germination.

C.1.2.79 **Sod -** A section of grass covered surface soil held together by matted roots

C.1.2.80 **Turf -** Areas within the parks, recreation centers, and facilities that are covered in grass and are used for athletic purposes or general green space used in recreational activities.

C.1.3 ACRONYMS

C.1.3.1 **ASHRAE** - American Society of Heating, Refrigeration, and Air Conditioning Equipment

C.1.3.2 **ASTM –** American Society for Testing Materials

C.1.3.3 **ANSI –** American National Standards Institute

C.1.3.4 **BAS -** Building Automation System

C.1.3.5 **BOP -** Building Operating Plan

C.1.3.6 **COTR –** Contracting Officer's Technical Representative

C.1.3.7 **RESERVED**

C.1.3.8 **CO –** Contracting Officer

C.1.3.9 **COOP -** Continuity of Operations Plan

C.1.3.10 **CERP -** Contractor's Emergency Response Plan

C.1.3.11 **CMMS -** Computerized Maintenance Management System

C.1.3.12 **CSI –** Construction Specifications Institute

C.1.3.13 **DCMR** – District of Columbia Municipal Regulations

C.1.3.14 **DGS –** Department of General Services

C.1.3.15 **DPR** – Department of Parks and Recreation

C.1.3.16 **DCPS** – District of Columbia Public Schools

C.1.3.17 **DCRA –** Department of Consumer and Regulatory Affairs

C.1.3.18 **EMCS -** Energy Management Control Systems

C.1.3.19 **EPA –** Environmental Protection Agency

C.1.3.20 **SMARTDGS -** Systematic Maintenance And Repair Tool Department of General Services

C.1.3.21 **HVAC -** Heating, Ventilation and Air-Conditioning

C.1.3.22 **IDL** - Initial Deficiency List

C.1.3.23 **IPCEA -** Insulated Power Cable Engineer Association

C.1.3.24 **IEEE** - Institute of Electrical and Electronics Engineers

C.1.3.25 **LEED -** Leadership in Energy and Environmental Design (LEED Green Building System™

C.1.3.26 **MSDS** – Material Safety Data Sheet

C.1.3.27 **M&V –** Measurement & Verification

C.1.3.28 **NEC –** National Electrical Code

C.1.3.29 **NEMA -** National Electrical Manufacturers Association

C.1.3.30 **NETA -** National Electrical Testing Association

C.1.3.31 **NFPA** - National Fire Protection Association

C.1.3.32 **NICET** - National Institute for Certification in Engineering Technologies

C.1.3.33 **NIOSH** - National Institute for Occupational Safety and Health

C.1.3.34 **OM&R** - Operations, Maintenance and Repair

C.1.3.35 **OSHA –** Occupational Safety and Health Administration

C.1.3.36 **PdM -** Predictive Maintenance

C.1.3.37 **PM** – Preventive Maintenance

C.1.3.38 **PPE –** Personal Protective Equipment

C.1.3.39 **PSPD –** Protective Services Police Division

C.1.3.40 **QA** – Quality Assurance

C.1.3.41 **QAP –** Quality Assurance Protocol

C.1.3.42 **QC** – Quality Control

C.1.3.43 **QCP –** Quality Control Program

C.1.3.44 **SCP -** Strike Contingency Plan

C.1.3.45 **UPS –** Uninterruptible Power Supply

C.1.3.46 **UW** – Universal Waste

C.1.3.47 **WSSC** - Washington Suburban Sanitary Commission

C.2 BACKGROUND

C.2.1 DGS MISSION

The Department of General Services (Applicable Document #19) is the lead agency responsible for the management and maintenance of District government real property assets. The Facilities Management Division (FMD) provides management, maintenance, engineering, janitorial and related services for over eight hundred (800) owned and leased properties. These include office buildings, schools, parks and recreation centers, warehouses, residential facilities, and vacant schools and properties. As a service providing agency, positive customer service and rapid response and resolution to tenant issues, projects and service requests are paramount to the overall success of DGS' operation.

C.2.2 BUILDINGS

The required consolidated maintenance services are for various District of Columbia Public Schools. Please see Attachment J.9, Building Information for specific information about each Facility.

C.3 REQUIREMENTS

C.3.1 ELECTRICAL SERVICES

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

C.3.1.1 Electrical Distribution System

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

C.3.1.1.1 Operation

The Contractor shall ensure that electrical and lighting services provided conform to the frequencies and tasks described in the International Electrical Testing Association (NETA) Maintenance Testing Specifications for Electrical Power Distribution Equipment and Systems ("NETA Maintenance Testing Specifications") (Applicable Document #20) provisions and approved by the District's Department of Consumer and Regulatory Affairs (DCRA) (Applicable Document #16).

C.3.1.1.1.1 Test Report of Inspection and Testing

The Contractor shall develop and submit a Test Report of Inspection and Testing to the Contracting Officer's Technical Representative (COTR) within ten (10) working days of completion of inspection and testing. The Test Report of Inspection and Testing shall provide a comprehensive report of inspection and testing findings conforming to the NETA standard (Applicable Document #20) for the "Test Report."

C.3.1.1.1.1.1 The Contractor shall explain and obtain prior written approval from the COTR for any deviations from the mandatory NETA Maintenance Testing Specifications standards (Applicable Document #20).

C.3.1.1.1.2 Thermographic Scanning of Electrical Equipment

The Contractor shall perform thermographic scanning of all electrical breakers including distribution panels, switchgear, and motor control centers and other applicable electrical equipment every three (3) to five (5) years, or in accordance

with manufacturer specifications. If thermographic scan has not been performed within the past three (3) years, Contractor must perform this within the first six (6) months of the base year of performance under this Contract. If the building is newly constructed, baseline frequency for thermographic scanning will be established according to original commissioning dates for electrical systems. The Contractor shall perform the thermographic scan while equipment is loaded. The Contractor shall ensure appropriate safety precautions are taken while loading equipment.

C.3.1.1.1.2.1.1 Thermographic Reporting

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

C.3.1.1.2 Uninterruptible Power Supply (UPS)

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

C.3.1.1.3 Maintenance

The Contractor shall perform maintenance on the Facility's electrical distribution system as needed including the use of the supplemental standard NFPA 70B (Applicable Document #23), where supplemental guidance is necessary or for equipment or conditions not adequately described in the NETA Maintenance Testing Specifications (Applicable Document #20). The Contractor shall not use the PBS standards (Applicable Document #28) for electrical testing and maintenance.

C.3.1.1.3.1 Service Calls

The Contractor shall respond to Electrical Distribution Systems service calls as described in C.3.16.1.

C.3.1.1.3.1.1 Service Call Documentation

The Contractor shall document Electrical Distribution System service calls as described in C.3.16.1.7.

C.3.1.1.3.2 Preventive Maintenance

The Contractor shall furnish all labor, parts and material, perform all work, furnish all accessories and do everything that is necessary to ensure all the electrical distribution system equipment is in good working order, utilizing materials of like design and composition to those originally supplied and installed with skilled technicians skillfully fitted and properly connected. The Contractor shall perform the required Preventive maintenance services for the Facility's electronic distribution system in accordance with the manufacturers' specifications and the D.C. Code and the National Fire Protection Association Fire Protection Code (Applicable Document #23); at least annually or directed by the COTR.

C.3.1.1.3.2.1 Preventive Maintenance Schedule

The Contractor shall include all electrical distribution system, inspection of UPS, switchgear and associated equipment Preventive maintenance activities in the Preventive Maintenance Schedule as described in C.3.8.1.8.6.

C.3.1.1.4 Repair

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

C.3.1.1.4.1 Replace or Upgrade Report

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

C.3.1.1.5 Skilled Technician

The Contractor shall ensure that all testing, maintenance, and repair services of the Facility's electrical distribution system is provided by electricians possessing a valid Journeyman Electrical License, issued by DCRA BLRA (Applicable Document #17). In addition, the Contractor shall retain a NETA (Applicable Document #20) member firm to perform inspection, testing and maintenance services as required.

C.3.1.2 Emergency Generators

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

C.3.1.2.1 Operation

The Contractor shall ensure that all emergency generator system work is performed in accordance with DC DCRA's codes and regulations including obtaining all licenses and permits required by the DCRA, BLRA (Applicable Documents #16 and #17) to conduct emergency generator services. The Contractor shall test and maintain electrical equipment associated with the Facility's emergency generators in accordance with the NETA Maintenance Testing Specifications (Applicable Document #20) and the National Fire Protection Association (NFPA) 110 for a Level 1 Emergency Power Supply System (EPSS).

C.3.1.2.2 Testing

The Contractor shall conduct tests of the Facility's emergency generators. The Contractor shall conduct the emergency generator tests during Hours of Operation. Should the testing be disruptive to government operations, the Contractor shall perform testing after hours, including Holidays or weekends at no additional cost to the District.

C.3.1.2.2.1 Weekly & Monthly Testing Requirements

The Contractor shall conduct start/run tests without interruption of the Facility's emergency generators. The Contractor shall test run the emergency generator for thirty (30) minutes each week, without load, and shall test run the emergency generator under full load, conditions for one (1) hour each month. The Contractor

shall also test all associated switches, timers and automatic functions during each generator testing.

C.3.1.2.2.1.1 The Contractor shall submit the results of the weekly test within five (5) days of the test's completion.

C.3.1.2.2.1.2 The Contractor shall submit the results of the monthly load test within five (5) days of the test's completion.

C.3.1.2.2.2 Annual Testing Requirements

The Contractor shall annually conduct a test of the emergency generator and the entire emergency distribution system by using the ATS disconnect to perform the test. The Contractor shall coordinate and obtain advance approval from the COTR for the timing of the annual test. The Contractor shall provide the COTR results from Emergency Generator Tests within five (5) days of testing.

C.3.1.2.3 Maintenance

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

C.3.1.2.3.1 Service Calls

C.3.1.2.3.1.1 Emergency Service Calls

The Contractor shall provide emergency service call services as described in C.3.16.1.3.

C.3.1.2.3.1.2 Non-emergency Service Calls

The Contractor shall respond to non-emergency service calls as described in C.3.16.1.4.

C.3.1.2.3.1.3 Service Call Documentation

The Contractor shall document emergency generator service calls as described in C.3.16.1.7.

C.3.1.2.3.2 Preventive Maintenance

The Contractor shall furnish all labor, parts and material, perform all work, furnish all accessories and do everything that is necessary to ensure all emergency generator system equipment is in good working order. The Contractor shall perform the required annual Preventive maintenance services below in accordance

with the Contractor's approved Preventive Maintenance Program (C.3.8.1.8), the manufacturers' specifications, the D.C. Code and the National Fire Protection Association Fire Protection Code (Applicable Document #23). The Contractor shall at a minimum perform the following:

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

system equipment which is not covered by this contract may be added by change order(s);

v. Clean, adjust and oil, if and when necessary, every component part of equipment involved during the first site inspection of the emergency generator system; maintain emergency generator system in satisfactory operating condition;

w. Ensure that no change in programming of the emergency generator system is made without authorization from the COTR; and

x. Ensure that all local emergency generator system work is deemed satisfactory at all times. All emergency generator system repairs shall be accomplished within twenty-four (24) hours upon notification by the District. If parts with a long lead time have to be ordered for any repair work, inform the COTR and obtain approval in writing for the delivery schedule of parts involved in the repair work.

C.3.1.2.3.2.1 Preventive Maintenance Schedule

The Contractor shall include all emergency generator Preventive maintenance activities in the Preventive Maintenance (PM) Schedule as described in C.3.8.1.8.6.

C.3.1.2.4 Repair

The Contractor shall **r**epair any malfunctions or replace defective parts of the emergency generator system as quickly as possible in order to minimize the down time of emergency generator operation. The Contractor shall also repair all electrical shorts and ensure that all wiring is installed per the National Electrical Code (NEC) (Applicable Document #33). The Contractor shall at a minimum:

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

C.3.1.2.4.1 Defect Notices

The Contractor shall commence work within twenty-four (24) hours receipt of a Defect Notice of repairs required from the District. If there is evidence that the

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

C.3.1.2.4.1.1 Report of Compliance

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

C.3.1.2.4.2 Materials

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

C.3.1.2.4.3 Standards

The Contractor shall ensure that all materials, design clearances, construction, workmanship and tests conform to all applicable D. C. Construction Codes (Applicable Document #12), NEC (Applicable Document #33) and NFPA Standards (Applicable Document #32), unless otherwise specified in writing.

C.3.1.2.4.4 Replacement Items

The Contractor shall maintain, at all times, an ample and complete stock of the original manufacturer's replacement parts sufficient for maintenance (C.3.1.2.3) and repair (C.3.1.2.4) of all emergency generator systems. The Contractor shall ensure that all new parts are genuine products of the original manufacturers of the emergency generator system. The Contractor shall ensure that any part(s) obtained from other than the original manufacturer is of like design and comparison to the original manufacturer and approved by the COTR.

C.3.1.2.5 Skilled Technicians

The Contractor shall ensure that all work performed on the emergency generator system is performed by skilled emergency generator technicians licensed to work in the District (Applicable Document #16) and supervised by a Project Manager that is certified by the National Institute Certification of Engineering

Technologies (NICET) (Applicable Document #25). The Contractor shall ensure that all field work is done by technicians who are licensed in the District of Columbia and certified by the NICET and by mechanics who are fully experienced in the repairs and maintenance of the various types of equipment involved.

C.3.1.3 Lamps and Ballasts

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

C.3.1.3.1 Lamp Replacement

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

C.3.1.3.2 Ballast Replacement

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

C.3.1.3.3 Handling and Storage

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

C.3.1.3.4 Recycling

The Contractor shall recycle all lamps through a dedicated pick-up, a mail-in program, a milk-run or plan for self-transport. The Contractor shall obtain a Certificate of Recycling from hauler. The Contractor shall maintain Certificates of Recycling on file to document disposal in accordance with the Universal Waste Rule as described in 40 CFR Part 273 (Applicable Document #6).

C.3.1.3.5 RESERVED

C.3.1.3.5.6 Service Calls

The Contractor shall provide ballast service calls as described in C.3.16.1.

C.3.1.3.7. 1 Service Call Documentation

The Contractor shall include documentation of ballasts service calls as described in C.3.16.1.7.

C.3.2 MECHANICAL SERVICES

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

C.3.2.1 Oil and Gas Burning System and Boilers

The Contractor shall furnish all labor, parts and material, perform all work, furnish all accessories and perform the required services necessary to ensure all oil and gas burning system equipment are in good working order, utilizing materials of like design and composition to those originally supplied and installed with accurate workmanship, skillfully fitted and properly connected. The Contractor shall provide services for mechanical systems and equipment including HVAC, humidification equipment and systems, air-handling, and distribution equipment and systems.

C.3.2.1.1 Operation

The Contractor shall obtain all licenses and permits that may be required from the DCRA, BLRA (Applicable Document #16) and the National Board Inspection Code Chapter Inspection of Boiler and Pressure Vessels (Applicable Document #26).

C.3.2.1.2 Maintenance

The Contractor shall provide regular and routine preventive maintenance services for the oil and gas burning systems equipment and boilers, in accordance with oil and gas burning systems equipment manufacturer's recommendations, per the BOCA (Applicable Document #35), applicable D.C. Code provisions and other applicable and related codes, laws and regulations.

The Contractor shall transition to heating and cooling seasons consistent with other government facilities operated and maintained by DGS (municipal, DCPS, DPR, etc.) or as directed by the DGS Facilities Management Division Operations Unit, through the COTR.

C.3.2.1.2.1 Cleaning and Adjustments

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

C.3.2.1.2.2 Service Calls

C.3.2.1.2.2.1 Emergency Service Calls

The Contractor shall provide emergency service call services as described in C.3.16.1.3.

C.3.2.1.2.2.2 Non-emergency Service Calls

The Contractor shall provide non-emergency service calls as described in C.3.16.1.4.

C.3.2.1.2.2.3 Service Call Documentation

The Contractor shall include documentation of emergency generator service calls as described in C.3.16.1.7.

C.3.2.1.2.3 Preventive Maintenance

The Contractor shall provide the work described below for all oil and gas burning system equipment in the Facility. The Contractor shall perform work and maintain the oil and gas burning systems in compliance with D.C. Codes, National Fire Codes, and other applicable and related laws and regulations. The Contractor shall perform the required Preventive Maintenance Work in order to prevent major systems breakdowns. The Contractor shall, at a minimum

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

1. Stack Stats
2. Relays
3. Wiring from the load side of the junction box on the supply line
15. Aquastats
16. Pressure Controls
17. Main Shut-Off Cock

feeding
4. Automatic Gas Valve
5. Main Gas Regulator
6. Gas Pressure Cock
7. Air Switches
8. Flame Scanners
9. Oil Burner and Control Motor
10. Fuel Strainers
11. Transformers
12. Water Feeder
13. Pressure Gauges
14. Minor Refractory Repairs
18. Main Gas Valve
19. Gas Checking Cock
20. Gas Pressure Switches
21. Draft Controls
22. Fuel Valves
23 Nozzle Assemblies
24. Fuel Pumps
25. Electrodes
26. Low Water Cut-Off
27. Temperature Gauges
28. Sealing Off Air Leaks Around Boiler and Smoke Pipe

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

C.3.2.1.2.3.1 Summer Clean-Up

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

C.3.2.1.2.3.1.1 Summer Clean-Up and Reconditioning Work

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

a. Vacuum and clean boilers, smoke stack flues and chimneys including horizontal and vertical runs of flues and smoke stacks;
b. Make minor repairs to the refractories;
c. Seal all air leaks around all boilers and smoke pipes;
d. Clean the strainers;

e. Clean the entire burner and lubricate the motor;
f. Clean and adjust the ignition system;
g. Clean and adjust all controls;
h. Inspect for and repair any leaks;
i. Prepare steel boilers for annual boiler inspections and returning boilers into operation; and
j. Adjust burners and controls for maximum efficiency.

C.3.2.1.2.3.2 Annual Inspection of Steel Boilers

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

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

C.3.2.1.2.3.3 Annual Inspection of Cast Iron Boilers

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

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

e. Coordinate with the Boiler Inspector in advance regarding an acceptable time for inspection.

C.3.2.1.2.3.4 Annual Inspection of Condensing Boilers

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

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

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

C.3.2.1.2.3.5 Preventive Maintenance Schedule

C.3.2.1.2.3.5.1 The Contractor shall include all oil and gas burning system and bolier Preventive maintenance activities in the Preventive Maintenance Schedule as described in C.3.8.1.8.6.

C.3.2.1.3 Repairs

The Contractor shall ensure that the Facility's oil and gas burning systems is operating in a satisfactory manner at all times. The Contractor shall at a minimum:

a. Inform the COTR of any necessary repairs and replacement of parts beyond the scope of the Basic Services which need immediate attention, including an explanation as to the reason why such repair is recommended;

b. Complete oil and gas burning system repairs within twenty-four (24) hours upon notification by the COTR;
c. Inform the COTR and obtain written approval for the delivery schedule for needed parts requiring long lead times; and
d. Inform the COTR, by means of written proposal, the cost of repairs of any outstanding defects or adjustments needed to bring any system up to One Hundred Percent (100%) operation after his required annual condition report and after any call for emergency service.

C.3.2.1.3.1 Defect Notices

Upon inspection and receipt of a Defect Notice of repairs required from the DCRA's BLRA (Applicable Document #16), the Contractor shall commence work within twenty-four (24) hours of notification and complete the repairs on or before the date specified in the Defect Notice. The contractor shall provide copies to the DGS Facility Management Divisions Operations Unit through the COTR of all approved, failed, and boiler inspection reports from DCRA within 24 hours after notification was issued by DCRA. If there is evidence the Contractor has not initiated action to correct the defect(s) noted in the Defect Notice, which is issued by the DCRA Inspector, upon receipt of the second notice, the District may take over the work and have it accomplished by another Contractor(s) and the cost of the work will be deducted from the payment due to the Contractor.

C.3.2.1.3.1.1 Report of Compliance

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

C.3.2.1.3.2 Materials

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

C.3.2.1.3.2.1 Unless otherwise specified in writing, the Contractor shall conform to all D.C. Codes, National Electrical Codes and Fire Codes for all materials, design clearances, construction, workmanship and tests.

C.3.2.1.3.3 Standards

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

C.3.2.1.3.4 Replacement Items

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

C.3.2.1.4 Skilled Technicians

C.3.2.1.4.1 The Contractor shall ensure that all work is performed by skilled certified oil and gas burning system technicians who are licensed to work in the District of Columbia (Applicable Document #16 and #17) and supervised by a Project Manager that is certified by the National Institute of Certification Engineering Technologies (NICET) (Applicable Document #25). Technicians and Project Managers performing or supervising work can be directly employed or subcontracted by the Contractor.

C.3.2.2 Recalibration of Gauges, Pneumatic Systems, and Electronic Sensors

C.3.2.2.1 Operation

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

C.3.2.2.2 Pneumatic Control Systems

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

C.3.2.2.3 Electronic Sensors

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

C.3.2.2.4 Pump Alignment

The Contractor shall measure pump alignment using proper instrumentation, and correct misalignments. The Contractor shall measure the pump alignment during the base year of performance and every two (2) years thereafter, as applicable.

C.3.2.2.4.1 Letter Report

The Contractor shall submit a letter report within five (5) working days of completion of the pump alignment work and maintain a history of all measurements of alignment for the facility.

C.3.2.2.5 Service Calls

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

C.3.2.2.5.1 Service Call Documentation

The Contractor shall include documentation of fire protection system service calls as described in C.3.16.1.7.

C.3.2.3 Terminal Boxes

C.3.2.3.1 The Contractor shall maintain air distribution terminal boxes including VAV boxes, mixing boxes on a fixed preventive maintenance schedule so that disruption to Facility tenants is minimized.

C.3.2.3.2 The Contractor shall develop and provide a protocol to monitor the performance of terminal boxes. The Contractor's protocol shall address at a minimum the monitoring of box performance and performing repairs when needed. The Contractor shall include the proposed protocol as part of Contractor's BOP (C.3.8.1.5).

C.3.2.3.3 Maintenance

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

C.3.2.3.4 Service Calls

The Contractor shall provide terminal boxes service call services as described in C.3.16.1.

C.3.2.3.4.1 Service Call Documentation

The Contractor shall include documentation of fire protection system service calls as described in C.3.16.1.7.

C.3.3 PLUMBING SERVICES

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

C.3.3.1 Plumbing Systems

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

The Contractor must meet and comply with the following requirements:

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

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

3. Provide all materials required to complete the repair in a proper and professional manner. Any "temporary" repairs are to be brought to the immediate attention of the COTR and shall be permanently corrected upon receipt of the part(s). DGS reserves the right to finish a repair that is not

completed by the Contractor in a timely fashion; cost to repair by the District shall be deducted from the Contractor's invoice as appropriate.

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

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

6. The Contractor shall protect materials and products against any damage or deterioration during transit to the site, unloading, delivering and storing on site, installation or erection and during period(s) between installation or erection and final acceptance by the District, that shall include, but not limited to:

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

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

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

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

10. Notify the COTR of any conditions that may not currently, but potentially could, cause a problem without preventative maintenance intervention.

11. Work performed on systems under this contract may require the Contractor to perform acceptance testing, in accordance with local code, to insure they are fully operational.

12. All work shall be subject to inspection by one or more representatives of DGS. Any work that has not been completed in compliance with approved specifications or that has not been in compliance with local code requirements will be corrected at the Contractor's expense.

C.3.3.2 Backflow Prevention Devices

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

C.3.3.2.1 Backflow Preventers

The Contractor shall perform inspection, testing, and calibration of backflow preventers.

C.3.3.2.1.1 Backflow Preventers Results Report

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

C.3.3.2.2 Skilled Technicians

The Contractor shall ensure that the backflow preventer's work is performed by staff that has at least one (1) year experience in performing this service. The Contractor shall provide evidence of this experience to the COTR within thirty (30) days after contract start date, if applicable, or five (5) business days prior to commencement of work by retained subcontractor.

C.3.3.2.3 Service Calls

The Contractor shall provide service call service for backflow preventer's services as described in C.3.16.1.

C.3.3.2.3.1 Service Call Documentation

The Contractor shall provide documentation of backflow preventers services as described in C.3.16.1.7.

C.3.2.4 Drain Traps

The Contractor shall ensure that water is maintained in all indoor drain traps so that they do not dry out and prevent odors and gases from entering CLF through the drain system. In areas where there is not regular spillage through drains,

Contractor shall add a small amount of mineral oil to the water to prevent drying out. Contractor shall also propose use of trap primers where appropriate.

C.3.3.4.1 Service Calls

The Contractor shall provide service call services for drain trap services as described in C.3.16.1.

C.3.3.4.1.1 Service Call Documentation

The Contractor shall provide documentation of drain trap services as described in C.3.16.1.7.

C.3.3.5 Roofing and Storm Drainage

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

C.3.3.5.1 Service Calls

The Contractor shall provide service call service for roofing and storm drainage services as described in C.3.16.1.

C.3.3.5.1.1 Service Call Documentation

The Contractor shall provide documentation of roofing and storm drainage services as described in C.3.16.1.7.

C.3.4 ELEVATORS, LIFTS, AND ESCALATORS

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

C.3.4.1 Elevator

C.3.4.1.1 Operation

The Contractor shall obtain all licenses and permits that may be required from the DCRA, BLRA (Applicable Document #16) and the D.C. Code and regulations which are stipulated by DCRA. The Contractor shall provide the services for elevator equipment in accordance with the equipment manufacturer's recommendations, BOCA (Applicable Document #35), applicable D.C. Code and regulations.

C.3.4.1.1.1 Testing

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

C.3.4.1.1.1.1 Bi-weekly and Monthly Inspections

The Contractor shall conduct bi-weekly inspections of all elevators, escalators, and lifts with generator field controls and monthly inspections to all other elevators, escalators, and lifts to assure proper operation. The Contractor shall ensure that all elevator and related work conforms to the applicable DC Codes and regulations including obtaining all licenses and permits required by DCRA BLRA (Applicable Documents #16 and #17) and the manufacturer's operations manual

C.3.4.1.1.1.2 Safety Tests

The Contractor shall conduct safety tests with District personnel, or other persons employed for that purpose. The Contractor shall schedule and conduct inspections and tests (semi-annual, annual, five-year test, group supervisory control system test, fire alarm test) as stipulated in the manufacturer's operations manual. The Contractor shall conduct safety tests, as required by ASME A17.1 (Applicable Document #32) and witnessed by a District elevator inspector or an approved third party inspector.

C.3.4.1.1.1.2.1 The Contractor shall remove any elevator from service if any condition is disclosed during the safety tests that constitutes a safety hazard to either

elevator passengers or equipment. The Contractor shall place the elevator unit(s) back in service after the Contractor completes each of the following:

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

C.3.4.1.1.1.3 Other Tests and Repair Inspections by the District

C.3.4.1.1.1.3.1 The District reserves the right to conduct any test or inspection it deems necessary in order to ensure that all performance requirements are being maintained. At the request of the COTR the Contractor shall supply at no additional cost a certified elevator mechanic and any needed equipment to assist with the test or inspection. The Contractor shall complete any necessary repairs as specified in the inspection report.

C.3.4.1.1.1.3.2 Upon inspection and receipt of notification of repairs required from the DCRA, BLRA (Applicable Document #16), the Contractor shall commence Work within twenty-four (24) hours of notification and complete the repairs on or before the date specified therein and shall forward a report of compliance to the COTR within twenty-four (24) hours of completing the work. The Contractor shall provide full load and full speed tests when requested.

C.3.4.1.1.1.3.2.1 If there is evidence that the Contractor has not initiated action to correct the defect(s) noted in the Defect Notice, which is issued by the DCRA Inspector, upon receipt of the second notice, the District may take over the work and have it accomplished by another contractor(s) and the cost of the work will be deducted from the payment due to the Contractor if it is determined that the work is within the scope of the contract.

C.3.4.1.1.1.3.2.2 The District will furnish a written inspection report to the Contractor who shall correct all listed deficiencies by the date specified in the report. However, any deficiency marked "EMERGENCY" shall be corrected in the shortest possible time consistent with the nature of the problem and the best practices of the trade.

C.3.4.1.1.1.3.2.3 When all listed deficiencies have been corrected, the Contractor shall sign and date the inspection report and return it to the COTR. At its discretion, the District may then re-inspect the Work.

C.3.4.1.2 Maintenance

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

a. American Society of Mechanical Engineers (ASME) (Applicable Document #32);
b. Safety Code For Elevators And Escalators requirements, the manufacturer's recommendations, the Elevator Industry Field Employees' Safety Handbook (Applicable Document #34);
c. National Electrical Code (NEC) (Applicable Document #33);
d. National Fire Protective Association (NFPA) (Applicable Document #23);
e. Building Official Code Administration (BOCA) (Applicable Document #35; and
f. Other applicable laws, regulations, rules, ordinances and codes. Specifically, all work shall conform to the District of Columbia codes and regulations. The Contractor shall obtain all licenses and permits that may be required from the DCRA BLRA (Applicable Documents #16 and #17).

C.3.4.1.2.1 The Contractor shall maintain an elevator maintenance and service contract with an independent and authorized elevator contractor that covers all Facility conveying systems (elevators, escalators, and lifts).

C.3.4.1.2.2 The Contractor shall at a minimum ensure the following maintenance related activities are completed:

a. Clean all machinery and equipment in the machine room, secondary levels, hoistways, pits and cars;
b. Clean all accessory equipment included in the original elevator and installation or modification of the same;
c. Supply all lubricants of proper grades, cleaning materials, paint, cotton waste, rags, gauges, testing and other tools and equipment required for Preventive Maintenance services;
d. Have ample and complete stock of replacement parts and cosmetic fixtures sufficient for normal maintenance, repair, and maintenance of aesthetic appeal of all elevators;
e. Utilize all new parts and fixtures that are the genuine products of the original manufacturers of the various types of elevators involved or of like design and comparison;

f. Provide labor, material and equipment to clean, adjust, repair or replace any defective or improperly operating device, equipment, or cosmetic fixture as directed by the COTR or his designated representative(s);
g. Respond promptly upon receipt of any defect notice issued by the DCRA, BLRA (Applicable Document #16), Elevator Section, and inform the COTR or designee, in writing, within twenty-four (24) hours of the completion of Work;
h. Maintain all equipment in accordance with the manufacturer's recommendations, the best practices of the industry, and applicable codes, standards, and regulations; in the event of a conflict between these documents, the Contractor shall give precedence to federal and District laws and regulations followed by the most rigorous schedule of maintenance;
i. Maintain all elevators at the manufacturer's contract speed unless written authorization is obtained from the COTR or designee to do otherwise;
j. Maintain the hoist-way and car door guides in an acceptable condition in accordance with the manufacturer's specifications and shall replace the same when gap exceeds one of 1/16 inches; and
k. Maintain all fascias, dust covers and guides in proper alignment;

C.3.4.1.3. Elevator Outages and Work Performance

C.3.4.1.3.1 The Contractor shall, except for emergency service calls, perform all elevator related work during the Facility's Normal Occupant Working Hours unless other mutually satisfactory arrangements have been approved in writing by the COTR. The Contractor shall at a minimum:

a. Coordinate scheduled elevator work that requires an elevator be taken out of service with the COTR;
b. Report the status of elevator equipment or systems not operating by the close of each workday to the COTR;
c. Report any elevator equipment that is not operational to the COTR at least thirty (30) minutes prior to the commencement of Normal Business Hours each day; and
d. Install informational signs and barricades as related to inoperative elevator equipment and systems; the Contractor shall develop and submit the informational signs for the approval of the COTR;
    1. In the event an elevator is shutdown, the Contractor shall place an "Out of Service" sign at each call button on all floors when the elevator is the only one servicing that area.
    2. If a building has more than one elevator, and one or more elevators are out of service, the Contractor shall place a sign indicating that the specific elevator(s) is out of service for each elevator that is not

in service. The Contractor shall place each sign on the outer surface of the elevator door on each floor that the elevator services.

C.3.4.1.3.2 The Contractor shall not change or alter the existing elevator equipment or any electrical circuits, wiring, controls, or sequencing without written authorization from the COTR. If changes are authorized, the Contractor shall make appropriate revisions to the elevator drawings and specifications.

C.3.4.1.4.3 Service Calls

C.3.4.1.4.3.1 Emergency Service Calls

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

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

C.3.4.1.4.3.2 Non-emergency Service Calls

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

a. Respond to Non-emergency service calls seven (7) days per week, twenty-four (24) hours per day
    1. Report to the site within one (1) hour of the time of notification during the Facility's Normal Occupant Working Hours

2. Report to the site by the next business day for requests received after Normal Occupant Working Hours

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

C.3.4.1.3.3 Service Call Documentation

The Contractor shall include documentation of elevator service calls as described in C.3.16.1.7.

C.3.4.1.4 Preventive Maintenance

The Contractor shall take all steps and measures that a prudent building owner would to maximize the life expectancy of the Facility's elevators, lifts, and escalators and related systems to and ensure safe and reliable elevator operations. The Contractor shall, as part of the Contractor's Preventive Maintenance Program (C.3.8.1.8.6), develop and implement a Preventive Maintenance program for the Facility's elevators, lifts, and escalators. Specifically, The Contractor shall include, at a minimum the following Preventive Maintenance activities:

a. Clean the machinery spaces, shops and storage areas;
b. Clean up all debris and leave the area when work is performed;
c. Paint or seal as necessary and approved, or when requested by the COTR the machinery room floors and the equipment located within the machinery rooms in order to maintain the appearance of the room and equipment;
d. Obtain the approval of the COTR before storing anything in machinery spaces;
e. Properly secure all operating supplies such as lubricants, rags and cleaners in containers;
f. Clean and maintain all elevator machinery and equipment in satisfactory working condition at all times;
g. Clean all machinery and equipment in the machine rooms, including but not limited to the secondary levels, hoist-ways, cross beams, rails and brackets, counterweights, frames, car tops, undersides of cars, hoist-way pits, buffers and door hangers;
h. Ensure all machinery, devices, or any other parts of the elevator equipment subject to rust is properly cleaned and painted at all times;
i. Lubricate guard rails except where roller type guides are involved, no rail lubrication shall be used;

j. Renew the guide shoe gibs or rollers as required to ensure a smooth and quiet operation; properly seal all oil reservoirs to prevent leakage;
k. Ensure that the motor windings and field coils of all motors are dipped in an approved insulating varnish and baked when shop repairs to the same are made, unless written permission is secured from the COTR;
l. Provide lamps in position indicators, hall lanterns and hall stations; the Contractor shall notify the COTR if the lamps of same design are not commercially available and obtain approval from the COTR to use alternative lamps;
m. Repair or replace contact leads and coils for main controllers and selectors; and
n. Clean, lubricate, repair or replace every component part of the elevator to provide uninterrupted elevator services; The Contractor shall repair all elevators and maintain them to be One Hundred Percent (100%) operational at all times.

C.3.4.1.2.4.1 Preventive Maintenance Schedule

The Contractor shall include all elevator system Preventive maintenance activities in the Preventive Maintenance Schedule as described in C.3.8.1.8.6.

C.3.4.1.5 Repair

C.3.4.1.5.1 The Contractor shall, at a minimum, repair the Facility's elevators, lifts, and escalators as described below.

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

C.3.4.1.5.2 Materials

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

C.3.4.1.5.3 Standards

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

C.3.4.1.5.4 Replacement Items

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

C.3.4.1.6 Skilled Technician

C.3.4.1.6.1 The Contractor shall verify and ensure that employees or subcontractors designated to work on elevators, escalators, and lifts have and maintain the appropriate licenses and certifications in accordance with applicable laws, regulations, and industry standards.

C.3.4.1.6.2 The Contractor shall ensure that a certified elevator mechanic possessing a Journeyman Elevator License (Applicable Document #17) accompanies the District's Inspector during each inspection to perform all tests in accordance with all laws, regulations and codes at no additional cost.

C.3.4.1.6.3 The Contractor shall ensure that all services, maintenance and repairs are performed by fully qualified manufacturer-trained technicians.

C.3.5 ENERGY MANAGEMENT CONTROL SYSTEM

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

C.3.5.1 Building Automation Systems (BAS)

The Contractor shall maintain the Facility's Building Automation System (BAS), a computer-based system featuring a microprocessor that starts, stops, and monitors mechanical, electrical and plumbing systems and their individual components. The BAS controls the environmental interior temperatures and humidity to satisfy the requirements in the Facility and also show and communicate alarms.

C.3.5.1.1 Maintenance and Repairs

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

a. Operation of all system hardware, including but not limited to networks, computers, peripheral devices, controllers, sensors, alarms, actuators, transformers, transducers and all other system components.
b. Maintain the BAS functioning, and reload software in computers or controllers as necessary and provide updates to the BAS software ; and
c. Make all set point adjustments as necessary and appropriate.

C.3.5.1.1.1 The Contractor shall not modify sequences of operation or control programs without prior approval of the COTR or designee. The Contractor shall diagnose the performance of systems, and notify the COTR if a sequence of operations or its implementation as a control program is not producing the desired results or is resulting in unnecessary energy use.

C.3.5.1.1.2 The Contractor shall, per manufacturer's specifications, perform maintenance and repairs on the BAS. The Contractor shall perform necessary maintenance to the BAS or have the required operation, maintenance, and repairs performed by a qualified subcontractor. However, regardless of how these critical services are performed,

C.3.5.1.1.3 The Contractor shall, on a daily basis, monitor and maintain the mechanical and electrical systems connected to the BAS and provide a trained person to operate the systems. This shall include surveillance of the building rooms, areas, and mechanical systems for adherence to the environmental temperatures and conditions defined in the Manufacturer's Operational Requirements. The

Contractor shall maintain environmental temperatures within the building by performing adjustments to the BAS as required.

C.3.5.1.2 Minimum IT Maintenance Standards

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

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

C.3.5.1.3 Service Calls

The Contractor shall respond to service call needs for the BAS as determined by the qualified engineer or by an alert from the BAS. The Contractor shall treat all BAS alarm notifications as Emergency Service Calls, and respond accordingly.

C.3.5.1.3.1 Service Call Documentation

The Contractor shall include documentation of control system service calls as described in C.3.16.1.7.

C.3.5.1.4 Skilled Technicians

The Contractor shall ensure that all personnel involved in such performance of the BAS are qualified as defined above.

C.3.5.1.5 Software Upgrade

The Contractor shall provide updates to the BAS and CMMS software.

C.3.5.2 Computerized Maintenance Management System (CMMS)

The Contractor shall utilize a CMMS to maintain the Facility's management records. The DGS Facility Management Division currently has in place a customized CMMS titled SMARTDGS (Archibus operating system). While the District currently uses SMARTDGS, the Contractor shall be required to

implement and utilize SMARTDGS or any other CMMS that the District may use to replace or supplement SMARTDGS. The Contractor shall not resolve verbal requests without having logged the request into SMARTDGS.

C.3.5.2.1 CMMS Supplement System

The Contractor shall supplement the District's "SMARTDGS"CMMS with the purchase and installation of a CMMS for more comprehensive automated management of building systems and preventive maintenance. The CMMS Supplemental System shall be commercially available, typically used for this type of building management, and approved for use by the Department of General Services (DGS).

C.3.5.2.2 CMMS Functions

The Contractor shall utilize SMARTDGS/CMMS to document and manage the Facility's operations, maintenance and repair functions in accordance with the manufacturer's software design capabilities. The Contractor shall ensure the CMMS performs at a minimum the following functions:

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

C.3.5.2.2.1 The Contractor shall ensure the CMMS program is current and accurate and accessible to the District at all times. The Contractor shall provide the District at a minimum two (2) licenses for the Contractor's CMMS at no additional cost to the District.

C.3.5.2.2.2 CMMS File Maintenance

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

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

C.3.5.2.2.3 Preventive Maintenance Records

C.3.5.2.2.3.1 The Contractor shall maintain CMMS computerized PM records for each piece of equipment listed. The Contractor shall ensure the following information is maintained for Facility equipment:

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

C.3.5.2.2.3.2 Additionally, the Contractor shall update PM records, and repair history files on a weekly basis. The Contractor shall provide the COTR with a weekly PM Progress Report that indicates exactly which PM was accomplished. The PM Progress Report and all other PM record files/cards shall be kept in an orderly file and available for review by the COTR by close of business on each Monday for the previous week.

C.3.5.2.4 CMMS Data and Licenses

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

C.3.6 FIRE PROTECTION SYSTEMS

C.3.6.3 Fire Protection System

The Contractor shall furnish all labor, parts and material, perform all work, furnish all accessories and any other related work that is necessary to ensure the Facility fire protection system and equipment is in good working order, utilizing materials of like design and composition to those originally supplied and installed with accurate workmanship, skillfully fitted and properly connected.

C.3.6.3.1 Operation

The Contractor shall inspect, maintain, and test all Fire Protection Systems and other applicable equipment in accordance with the National Fire Protection Association (NFPA) codes and standards (Applicable Document #23). The Contractor shall maintain a good working knowledge of any additional Facility Fire Protection Systems covered including sprinkler systems, fire pumps; smoke control, stairwell pressurization and kitchen hood systems.

C.3.6.3.1.1 DCPS Central Station

The DCPS operates their own Central Station for monitoring and connectivity of the fire protection systems; this function shall remain for all school buildings. The Contractor shall ensure connectivity of the fire alarm system to a DCPS central station service. This shall include all work necessary so that all fire alarm signals including alarm, trouble, and supervisory signals are sent from the building fire alarm system to the central station service.

C.3.6.3.2 Maintenance

The Contractor shall perform maintenance and testing of the fire alarm system in accordance with the NFPA 72 (Applicable Document #23) and the equipment manufacturer's instructions and maintain the fire alarm system(s) in operating condition. Additionally, maintenance of water-based fire protection systems shall meet the requirements of NFPA 25 (Applicable Document #23) and manufacturer's instructions. The Contractor shall at a minimum:

a. Perform annual and semi-annual testing of fire alarm systems and provide reporting documentation as requested to the District through the COTR;
b. Clean, adjust and oil, if and when necessary, every component and part of the system such as the contact points, springs, levers, coils and relays;
c. Adjust all bells for proper audibility at each location; and
d. Inspect and repair as necessary all strobe lights, exit lights, pull stations and heat and smoke detectors;

C.3.6.3.2.1 Monitoring

The Contractor shall maintain lines, transmitters and related equipment and materials, to connect to the DCPS central station for fire alarm monitoring.

C.3.6.3.2.2 Fire Alarm Testing

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

C.3.6.3.2.3 Service Calls

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

a. During Normal Occupant Working Hours immediately and treated as an emergency;
b. After Normal Occupant Working Hours - one (1) hour upon notification of an alarm in the Facility;
c. Trouble or supervisory conditions - no longer than four (4) hours upon notification
d. The Contractor shall respond to all fire alarm system alarms immediately pursuant to section C.3.17.4.2 (Emergency Situation Examples and Plan Due Date). The Contractor shall clear all alarms on all panels as quickly as feasible.

C.3.6.3.2.3.1 Service Call Documentation

The Contractor shall include documentation of fire protection system service calls as described in C.3.16.1.7.

C.3.6.3.2.4 Preventive Maintenance

The Contractor shall include all fire protection system Preventive maintenance activities in the PM Schedule as described in C.3.8.1.8.6.

C.3.6.2.5 Reporting

The Contractor shall provide the COTR results of all fire system tests and inspections within 24 hours of the test or inspection.

C.3.6.3. Repairs

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

C.3.6.3.3.1 Minor Impairment

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

C.3.6.3.3.2 Major Impairment

The Contractor shall provide a posted fire watch for the duration of the outage for any major impairment that disables the fire alarm system and leaves any portion of the building unprotected. The Contractor may be accompanied by building security personnel where applicable. The Contractor shall ensure the system impairment is repaired within twenty-four (24) hours of delivery of replacement parts.

C.3.6.3.3.3 Replacement Items

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

C.3.6.3.4 Contractor Readiness

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

C.3.6..3.5 Skilled Technicians

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

C.3.7 ARCHITECTURAL AND STRUCTURAL MAINTENANCE AND REPAIRS SERVICES

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

C.3.7.1 Architectural and Structural Systems, Fixtures, Structures and Equipment

C.3.7.1.1 Operation and Maintenance

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

C.3.7.1.1.1 Doors and Ramps

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

C.3.7.1.1.2 Walls and Flooring

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

C.3.7.1.1.3 Painting

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

a. Touch-up painting to the interior and exterior of the Facility as required in the accomplishment of maintenance and repair work;
b. Regular touch-up painting including spackling and sanding in high traffic common areas of the Facility in order to maintain streak, smudge, and damage free surfaces.
c. Touch up comprises a partial area or space (floor to ceiling…not an entire room or both sides of a corridor).

C.3.7.1.2 Review Design and Construction Documents

The Contractor shall review and provide comment on design and construction documents for projects planned to modify the Facility. The Contractor shall

provide comments on the operating costs and the cost impact of the proposed project as well as any other specific information requested by the COTR.

C.3.7.1.3 Scaffolding

C.3.7.1.3.1 The Contactor shall erect all scaffolding on the job in accordance with the requirements of 29 CFR 1926.451 (Applicable Document #5). Once in place, the Contractor shall ensure that the scaffold is inspected prior to use, daily thereafter, and documented in writing by Contractor's qualified personnel on duty. The Contractor shall also inspect the scaffold anchor points prior to use, daily thereafter, and shall be documented in writing by Contractor's assigned safety officer.

C.3.7.1.3.2 The Contractor shall develop an engineer certified scaffold erection plan for scaffolding over two sections high. The Contractor's scaffold erection plan shall require the approval of the COTR.

C.3.7.1.4 Service Calls

C.3.7.1.4.1 The Contractor shall respond to service call needs for the Facility's architectural and structural systems, fixtures, structures and equipment as described in C.3.16.1

C.3.7.1.4.2 Service Call Documentation

The Contractor shall include documentation of architectural and structural systems, fixtures, structures and equipment service calls as described in C.3.16.1.7.

C.3.8 OPERATIONS, MAINTENANCE, REPAIR, AND IMPROVEMENT SERVICES

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

C.3.8.1 Operations, Maintenance and Repair

C.3.8.1.1 The Contractor shall provide all Operations, Maintenance and Repair (OM&R) services for the Facility in an efficient, economical, and reliable manner. The Contractor shall maintain an acceptable level of performance for the required repair and improvement services. The Contractor shall provide building operations services of all required Facility systems and maintain utilities services and environmental conditioning of the Facility in order to maintain the readiness and the asset value of Building(s) and its systems.

C.3.8.1.2 The specific requirements identified herein are not intended to provide a comprehensive list of tasks, which may be necessary to meet the general requirements of this contract, and shall not be interpreted as exclusionary. It is the responsibility of the Contractor to include specific operational tasks in the Building Operating Plan BOP.

C.3.8.1.3 Exclusions

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

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

C.3.8.1.4 Standard Operating Procedures for Operating Building Systems

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

a. Startup and shutdown times and procedures;
b. Emergency response procedures;
c. Operating strategies to maximize efficiency and minimize energy consumption;
d. Descriptions of the sequences of operations for major equipment systems;

e. Record management method which shall include the use of a supplemental CMMS and/or other available systems (e.g., BAS) to implement and document contract requirements;
f. Other documentation procedures necessary to meet contract requirements;
g. Description of the planned and executable air quality management program that adheres to the District's and other regulatory requirements (e.g., determine which rules apply to equipment in the building, determine which permits are necessary).
h. Tour procedures, including operator assignment sheets;
i. Maintenance schedules, procedures and guides;
j. Facility equipment inventory, shall include all equipment requiring scheduled Preventive Maintenance;
k. Water Treatment Program and initial water treatment analysis and report; and the quality Control Program.

C.3.8.1.4.1 The Contractor shall update and revise the SOPs as needed but at a minimum once a year.

C.3.8.1.5 Building Operating Plan

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

a. Facility's electrical, mechanical and plumbing and water treatment systems, elevator and other equipment and operating procedures;
b. Identify and document the Hours of Operation for HVAC equipment;
c. Identify the sequence of operations descriptions;
d. Utilization of the Facility's BAS and SMARTDGS systems along with the integration of the Contractor's CMMS system;
e. Requested number of SMARTDGS seat licenses for engineering and custodial staff;
f. Identification of applicable permits and licenses and the specific conditions required by District or federal regulations for Facility equipment and systems;
g. Inspection, monitoring, and testing procedures including Tour program and including sample Tour Work Assignment Sheet;
h. Preventive Maintenance guides, methodologies, frequencies and schedule, and a description of the work to be done for each maintenance item identified;
i. Predictive Maintenance methodologies, as applicable;
j. Service call program and tenant environment;
k. Hours of operation;
l. Repairs, replacement items, and associated standards;
m. Excess snow removal plan;

n. Integrated Pest Management Plan and Locksmith services;
o. Contingency Plan;
p. Vandalism Remediation plan;
q. Hazardous materials plan;
r. Description of staffing, responsibilities and schedule;
s. List of key personnel along with complete contact information;
t. Identification of appropriately licensed and certified technicians;
u. Quality control program
v. Phase-in Transition Plan
w. Conceptual Phase-out Plan

C.3.8.1.5.1 The Contractor shall make updates to the BOP during the contract to assure that the BOP reflects current equipment, systems, and operating procedures, as necessary.

C.3.8.1.5.1.1 Additional Building Operational Requirements

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

a. **New or LEED Building Temperatures**: The Contractor shall maintain temperatures within the ranges established at the conclusion of building commissioning. Deviation from these ranges requires COTR approval;
b. **Building Temperatures** Temperature controls shall be set to maintain 70 degrees plus or minus 2 degrees Fahrenheit during Occupant Work Hours in the heating season. Temperature controls shall be set to maintain 70 degrees plus or minus 2 degrees Fahrenheit during Occupant Work Hours in the cooling season. Space temperatures during other than Occupant Work Hours shall be maintained at the minimum temperatures required to assure the protection of the building and its systems, generally this is 55 degrees Fahrenheit.
c. **Warehouse and Adjacent Spaces:** Unless stipulated otherwise in the building description, warehouses and other areas subject to external traffic, the Contractor shall adjust temperatures to 55ºF during the heating season and 80ºF during the cooling season (if mechanical cooling is available). And, in areas such as garages, loading docks, etc., the Contractor shall set the heaters to maintain 55ºF, cooling will not be provided.
d. **Use of Fresh Air and Economizers**: The Contractor shall use outside air, mechanical economizers, or any other energy saving equipment installed in the building, to the maximum extent possible, during moderate weather. The use of the aforementioned energy saving methods shall be based on outside temperatures and humidity conditions in order to maintain the indoor temperatures defined above;
e. **Air Filtration**: Ventilation shall be provided to the maximum extent allowable by the design of the mechanical equipment installed in the building. Air shall be adequately filtered at all times by using only air filters capable of

fifty percent (50%) particulate removal to ensure a safe and healthful environment, and filters shall be changed at a frequency consistent with industry standards and that is acceptable to the COTR. This could require changing filters once each month on air distribution systems, which serve special or heavy use areas. Each time a filter is replaced, the date of replacement shall be clearly marked/written, by Contractor, so that the date is visible and legible without removing the filter;

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

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

g. **Lighting Levels**: Lighting systems shall be maintained to achieve the following levels during occupant work hours:

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

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

h. Operational Tests: The Contractor shall perform running test checks of large or high energy use equipment, such as chillers, pumps, air handling equipment, elevators, fire, life safety, devices, during Hours of Operation provided that such tests do no cause an interruption in service or increase monthly electrical demand costs. The COTR will define the peak usage periods, during which hours tests or checks are prohibited, and will provide this information to the Contractor. The Contractor shall provide required tests at other than hours of operation, as necessary.

C.3.8.1.5.2 Contingency Plan

The Contractor's Contingency Plan shall include at a minimum a plan to address the following:

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

C.3.8.1.5.3 Vandalism Remediation Plan

The Contractor shall include in the BOP (C.3.8.1.5) a plan to deter and remediate vandalism (e.g. breaking windows, arson, graffiti, egging, and other destructive acts).

C.3.8.1.6 Maintenance

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

C.3.8.1.6.1 Maintenance and CMMS

The Contractor shall utilize the CMMS to maintain the management records for all work orders, maintenance, PM, and PdM. The Contractor shall follow the Preventive Maintenance program, as described in Section C.3.8.2.4 as it relates to the CMMS.

C.3.8.1.7 Service Call Services

C.3.8.1.7.1 Emergency Service Calls

The Contractor shall provide Emergency Service Call services as described in C.3.16.1.2.

C.3.8.1.7.2 Non-emergency Service Calls

The Contractor shall provide Non-Emergency Service Call services as described in C.3.16.1.3.

C.3.8.1.7.3 Service Call Documentation

The Contractor shall include documentation of service calls as described in C.3.16.1.7.

C.3.8.1.8 Preventive Maintenance (PM) Program

C.3.8.1.8.1 The Contractor shall develop and implement a Preventive Maintenance Program to preserve the condition of the Facility's systems and equipment, avoid long-term damage and unnecessary costs. The Contractor shall maintain all equipment and systems at acceptable levels of operating efficiency to ensure that the Facility is operated in an efficient manner. The Contractor shall ensure the maintenance schedule continues from the existing maintenance schedule so as not to create gaps in performance of maintenance. The Contractor shall maintain all equipment listed in the contract in accordance with one or both of the following methods:

a. Manufacturer's recommendations
b. PM guides developed by the Contractor (which shall be submitted to and approved by the COTR)

C.3.8.1.8.2 In addition to the above methods, the Contractor's PM program shall also include: periodic inspection; testing; cleaning; lubrication; adjustment; filter cleaning and replacement; and furnishing the necessary parts and labor to accomplish repairs to keep the equipment and systems in an acceptable level of operating condition.

C.3.8.1.8.3 The Contractor shall include PM guides, frequencies and schedule, and any Predictive Maintenance methodologies in the BOP (C.3.8.1.5). Also as a part of the BOP (C.3.8.1.5), the Contractor shall indicate the frequency the PM will be performed and shall provide a description of the work to be done for each maintenance item identified.

C.3.8.1.8.4 The Contractor shall indicate explicitly in cases where the Contractor proposes to deviate from industry best practices, standards, and frequencies. In cases where the Contractor proposes an alternative frequency or guide, the Contractor shall clearly identify and explain this alternative. The COTR will approve the technical rationale of any alternative prior to it becoming effective. The COTR has full authority to accept or reject any alternative and to direct the Contractor to follow industry best practices, standards, and frequencies or the procedures listed in the equipment O&M documentation. The Contractor shall ensure that all Predictive Maintenance descriptions, if applicable, describe method of base-lining equipment performance, data to be measured, frequency and methods of measurement, and methods of determining when maintenance or repair is necessary.

C.3.8.1.8.5 The Contractor shall propose Preventive or Predictive Maintenance standards and schedules for all equipment when any of the following factors apply:

a. The equipment normally requires periodic replacement of consumable components;
b. Normally requires periodic or occasional cleaning;
c. Has moving parts;
d. Is prone to failure of major components before overall obsolescence of the system which it serves;
e. Is of a type itemized in the Public Buildings Maintenance Guides and Time Standards ("PBS standards") (Applicable Document #28); or NETA Maintenance Testing Specifications (Applicable Document #20); and/or
f. Requires Preventive or Predictive Maintenance in accordance with any other provision of this Contract.

C.3.8.1.8.6 Preventive Maintenance Schedule

The Contractor shall submit an annual schedule for the accomplishment of all PM to the COTR not later than ten (10) days after contract start work date and submit updates to PM Schedule as necessary to ensure the PM Schedule remains current.

C.3.8.1.8.7 Consolidated Preventive Maintenance Report

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

C.3.8.1.8.8 Preventive Maintenance Log Books

The Contractor shall maintain a log book at the Facility. The Contractor shall provide a key locked cabinet to insure the security and safety of the log. The Contractor shall provide the COTR with a key to the cabinet. The Contractor shall record date and times of Preventive Maintenance service visits and the service provided. DGS shall maintain the cabinet, key, and log(s) as the property of DGS and at no time shall the log(s) be removed from the property by anyone.

C.3.8.1.8.9 PM Cycles Greater than Twelve (12) Months

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

before the expiration of each option year and include estimates of work to be performed.

C.3.8.1.8.10 Exception – Minimum Standards

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

C.3.8.1.8.11 Preventive Replaced by Predictive

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

C.3.8.1.8.12 Opening or Dismantling Equipment

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

C.3.8.1.8.13 Equipment Hours of Operation

C.3.8.1.8.13.1 Contractor shall determine the Hours of Operation: It shall be the Contractors responsibility to establish the appropriate times for HVAC equipment start-up and operation to ensure the building is adequately conditioned during Normal Occupant Work Hours. The operating time for building mechanical equipment and systems shall be considered as the hours required to operate the building's heating, ventilating and air-conditioning (HVAC) equipment to provide the required environmental temperatures as delineated in "Operational Requirements".

C.3.8.1.8.13.2 BOP Documentation: The Contractor shall identify and document the Hours of Operation for HVAC equipment in the BOP (C.3.8.1.5).

C.3.8.1.8.13.3 When to Start Equipment: The Contractor shall start the building equipment at an hour, based upon weather conditions, which will provide proper environmental conditions during Normal Occupant Working Hours. This same equipment shall not be operated unnecessarily during evening hours, on weekends, Federal holidays, or when the total building or specific areas of the building are not in use.

C.3.8.1.8.13.4 **Exceptions:** The only exception to operating this equipment at times other than Occupant Work Hours shall be providing Reimbursable Services (see Section C.3.99), or for providing freeze protection for the building and systems when weather conditions warrant such operation, or as may be instructed by the COTR.

C.3.8.1.8.14 Special Conditions – Facility Temperature Conditions

C.3.8.1.8.14.1 **Freeze Protection**: The Contract shall ensure the following:

C.3.8.1.8.14.1.1 Steam/hot water radiation systems shall be set to operate when outside temperatures fall below 35ºF, and shut off when the night setback temperature is reached.

C.3.8.1.8.14.1.2 Outside air dampers on all air handlers shall close completely during unoccupied hours.

C.3.8.1.8.14.1.3 Sump heaters associated with the cooling towers that are "in service", shall be controlled by thermostat during the winter months.

C.3.8.1.8.14.1.4 If water make-up to the tower is in service, a heat tape shall be installed on the line and shall be set by thermostat, to activate when ambient temperatures drop below 35ºF.

C.3.8.1.8.14.2 **Chiller Room:** The Contract shall ensure the following:

C.3.8.1.8.14.2.1 Chillers shall be staged, so that the most efficient chiller load shall be operated first, then additional chillers operated to meet increased cooling demand. All chillers that are not in service shall be secured from the common header.

C.3.8.1.8.14.2.2 Chillers shall be started thirty (30) minutes before building air handlers are started and secured thirty (30) minutes before air handlers are secured.

C.3.8.1.8.14.2.3 Chiller controls shall be set to maintain 42ºF chilled water when outside air temperatures are 100ºF and modulate to 46ºF when outside temperatures are 75ºF.

C.3.8.1.8.14.3 **Cooling Towers:** The Contractor shall ensure the following:

C.3.8.1.8.14.3.1 Cooling towers associated with the chiller that are "in service", shall run controlled by pneumatic thermostat to maintain a constant condenser water temperature of 70ºF at the chiller;

C.3.8.1.8.14.3.2 Sump heaters for each cooling tower shall be secured during the cooling season and be controlled by thermostats during the winter months if the associated chiller is in service;

C.3.8.1.8.14.3.3 Tower not in service shall be drained and all heaters secured; and

C.3.8.1.8.14.3.4 Heat tapes to activate when the ambient temperature drops below 40ºF shall protect water make-up to the tower

C.3.8.1.8.14.4 **Ventilation:** The Contractor shall ensure the following:

C.3.8.1.8.14.4.1 Building exhaust fans shall operate during building occupant work hours

C.3.8.1.8.14.4.2 When a carbon monoxide sensing system is used, the maximum average concentration of carbon monoxide shall not exceed (50) PPM during any eight (8) hour period or (200) PPM for a period not exceeding one (1) hour;

C.3.8.1.8.14.4.3 Operable windows will be closed during both the heating and cooling seasons; and

C.3.8.1.8.14.4.4 Thermostats will control elevator machine room exhaust fans and the EMCS will control and release outside air dampers.

C.3.8.1.8.14.5 **Special Use Areas**

Designated areas such as "computer rooms" or "special use areas" will be allowed cooling to maintain a constant temperature of 75ºF and 50% relative humidity, or as otherwise designated by the COTR to satisfy that specific environment. These areas will be the only exceptions to the general building operation plan.

C.3.8.1.9 **Repairs**

C.3.8.1.9.1 The Contractor shall replace broken, damaged, or faulty tools, equipment and materials as soon as possible or as otherwise agreed upon with the COTR. Contractor shall take measures to temporarily meet the operational needs of the Facility while repairs are pending. The Contractor shall provide labor, and equipment to perform all Repairs, to the Facility interior and exterior including, but not limited to:

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

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

C.3.8.1.9.2 The Contractor shall accomplish repairs within a time frame designated by the COTR and notify the COTR seventy-two (72) hours in advance of work that could be considered disruptive to building occupants or normal building operations. The Contractor shall notify the COTR within two (2) hours when the need for mechanical, architectural, or structural repairs are identified.

C.3.8.1.9.3 Repair Classifications

The Contractor shall perform minor and Reimbursable Services (C.3.20) as described below. The Contractor shall submit itemized invoices for Reimbursable Services as described in G.2.

C.3.8.1.9.3.1 Minor Repairs

C.3.8.1.9.3.1.1 The Contractor shall perform minor repairs, repairs requiring no more than the established deductible threshold, as needed.

C.3.8.1.9.3.1.2 The Contractor shall ensure that minor repairs are completed within forty-eight (48) hours of identification of the problem, unless, despite all reasonable efforts, parts or subcontractor support cannot be obtained in this time. In such a case, the Contractor shall notify the COTR of the delay and anticipated completion date. The Contractor shall put in the

work order the status of the minor repair requested and the nature of the delay, if any.

C.3.8.1.9.4 Major Repairs

C.3.8.1.9.4.1 The Contractor shall perform major repairs as needed and as described in C.3.20. The Contractor shall include direct labor valued at the labor rates set forth in B.4, subcontractor costs, and parts costs. The cost of consumable parts and materials shall not be calculated as part of the Contractor's costs.

C.3.8.1.9.4.2 The Contractor shall repair or replace all equipment damaged by misuse of equipment by any person(s) other than the Contractor, his representative(s) or employee(s) or by reason(s) of any other cause beyond the control of the Contractor. Any damage caused by the Contractor, his representative(s) or employee(s) shall be repaired or replaced by the Contractor at no cost to the District.

C.3.8.1.9.5 Repair Timelines

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

C.3.8.1.9.6 Ordering Repairs from Outside

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

C.3.8.1.9.7 Vandalism Repairs

C.3.8.1.9.7.1 The Contractor shall include in the BOP (C.3.8.1.5) a plan to deter and remediate vandalism (e.g. breaking windows, arson, graffiti, egging, and other destructive acts). The Contractor shall replace or restore any deficiencies or breakdowns caused by public vandalism, misuse, abuse, or natural disaster.

C.3.8.1.9.8 Level of Maintenance and Subsequent Repairs

The Contractor’s maintenance level shall ensure that the Facility and property are free of missing components or defects that could affect the safety, appearance, or

intended use of the Facility, or could prevent any electrical, mechanical, plumbing, utility, or structural system from functioning in accordance with its intended design. If during the course of maintenance necessary repairs are identified, the Contractor shall perform the following.

C.3.8.1.9.8.1 Repair Work & Touch-Ups

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

C.3.8.1.10 Replacement Parts and Materials

C.3.8.1.10.1 The Contractor shall submit to the COTR for approval, a list of "on the shelf" replacement and expendable parts and materials that the Contractor intends to stock at the building. The COTR may require the Contractor to add or delete items from this list. The Contractor's inventory of replacement parts shall include but not be limited to: Toilet seats, office door locks and keys, incandescent light bulbs, fluorescent light bulbs and ballast's, toilet and urinal flush valves, various sizes of air handling equipment shaft bearings, pulleys and fan belts, air filters, manufacturer's recommended preventive maintenance parts and any other expendable mechanical, electrical, and cleaning (janitorial) materials or items the Contractor intends to store and use at the Facility. This inventory shall be maintained at the same levels of items on a continuous basis. When any item is used, a replacement part shall be ordered to keep the inventory at full stock at all times. Where lights, parts and materials are visible to tenants they shall match the existing adjacent ones exactly in appearance.

C.3.8.1.10.2 The Contractor shall provide and maintain sufficient parts and supplies at the Facility to correct all service calls within the prescribed time limits.

C.3.8.1.10.3 The District reserves the right to furnish to the Contractor, any or all parts and/or materials required for repairs.

C.3.8.1.10.4 Replacements

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

C.3.8.1.10.5 Surface Protection

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

C.3.8.1.10.6 Trash & Debris Removal

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

C.3.8.1.10.7 Quality of Work/Matching to Existing Finishes

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

C.3.8.1.10.8 RESERVED

C.3.8.2 Property Inspection and Property Records

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

C.3.8.2.1 Deficiency Investigating and Resolution

C.3.8.2.1.1 Initial Deficiency List (IDL)

The Contractor shall walk through the completed Facility after any transition period and post-construction to inspect the Facility and all equipment and develop and submit an Initial Deficiency List (IDL) to specify all building equipment, components, structures, and deficiencies. The Contractor will be reimbursed upon initiation of the contract for any deficiencies noted by the Contractor and accepted by the District through the COTR. The Contractor shall note any damage or incomplete work in the IDL. Failure to identify all required or needed repairs or replacement shall result in the Contractor's increased liability for the repair and replacement of items exceeding the deductible threshold described in C.3.20.2.

C.3.8.2.1.2 Investigation of Existing Conditions

C.3.8.2.1.2.1 The Contractor shall complete an inspection of the condition of equipment and systems as well as performing a detailed investigation of the root cause of a failure, defect or malfunction should any be uncovered during the course of the inspection. The report, which may include remaining items from IDL, shall be

submitted to the COTR within sixty (60) days of the contract start date. The Contractor shall advise the COTR of inspections to be performed in the course of this investigation, and invite the COTR to attend such inspections.

C.3.8.2.1.2.2 The Contractor shall conduct a system assessment and complete an inventory report. Such report shall include all current equipment, including model numbers and serial numbers in a format approved by DGS through the COTR. The assessment report shall also include equipment condition, recommended Repairs, and estimated repair costs. The Contractor shall provide both hard and electronic copies of the report to the COTR within forty-five (45) days of contract award.

C.3.8.2.1.3 Correction of Existing Deficiencies

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

a. Name of equipment
b. Model number
c. Serial number
d. Equipment location (floor, room number/name)
e. Description of deficiency
f. Date deficiency identified
g. Repair recommendation

C.3.8.2.1.4 The Contractor shall regardless of the Initial Deficiency List (IDL), make adjustments or corrections that fall within the scope of Preventive Maintenance services required at no further cost to the District. This includes following all manufacturer recommended PM schedules, adjusting controls, programming the BAS, applying lubricants, cleaning fan housings, fans, coils, dampers, AHU sections, equipment rooms and replacing consumable components.

C.3.8.2.1.5 The District will reimburse the Contractor for all repairs to existing deficiencies pursuant to the following:

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

C.3.8.2.1.6 Contractor Verified Building Inventory

As part of the PM program requirements the Contractor shall create the building equipment inventory including quantity, type, manufacturer, and exact location of all equipment as described in the New Building Transition Requirements,

Attachment J.11. The Contractor shall include only the equipment that is installed under the construction contract and tied permanently to the building. The Contractor shall not be responsible for the maintenance and repair of occupant equipment.

C.3.8.2.1.7 Labeling of Building Operating Equipment

C.3.8.2.1.7.1 The Contractor shall correctly classify and label all equipment in the Facility. Contractor shall also verify that all equipment on the inventory list is correctly classified and labeled. The labeling system procedures shall follow existing DGS methods. All verification of labeling, including any additional labeling, shall be completed by the Contractor not later sixty (60) calendar days after contract start work date and provide written notification to the COTR when labeling is completed.

C.3.8.2.1.7.2 The District will reimburse the Contractor for all labeling deficiencies pursuant to the following:

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

C.3.8.2.2 Inspection and Testing

C.3.8.2.2.1 The Contractor shall provide the COTR with a certified report detailing items inspected, the results of such tests, performed preventive maintenance adjustments, and a description of any defects found, and corrective actions taken to accomplish necessary repairs. The report shall include details of any equipment performance observed during the inspection that may adversely affect the safety of personnel, continuity of building service, or be in violation of codes or environment conditions. The report shall be submitted to the COTR not later than thirty (30) calendar days after completion of the work.

C.3.8.2.2.2 The Contractor shall ensure all test work shall conform to the original Installation Design Specifications and Drawings, as well as manufacturer's instruction manuals and test recommendations for each particular piece of equipment. All tests on the Building Electrical Distribution System equipment and UPS shall conform to the latest applicable approved industry standards and Federal, State and Local Governments, and the following publications:

a. National Fire Protection Association (NFPA) (Applicable Document #23)

b. American National Standards Institute (ANSI) (Applicable Document #30);
c. National Electrical Manufacturers Association (NEMA) (Applicable Document #20)
d. American Society for Testing Materials (ASTM) (Applicable Document #36)
e. Institute of Electrical and Electronics Engineers (IEEE) (Applicable Document #37)
f. National Electrical Code (NEC) (Applicable Document #33)
g. National Electrical Testing Association (NETA) (Applicable Document #20)
h. Insulated Power Cable Engineer Association (IPCEA)
i. Occupational Safety and Health Administration (OSHA)
j. Testing and Maintenance of Electrical Distribution System

C.3.8.2.2.3 The Contractor shall ensure that all testing and Preventive Maintenance (PM) of the building's electrical distribution system and the UPS shall be performed by a journeyman electrician whose qualifications to perform such work have been verified by the Contractor.

C.3.8.2.2.4 The Contractor shall calibrate the test equipment prior to use, and the written results of such calibration provided to the COTR prior to the actual test performance. A certified testing company that has experience in performing instrument testing and calibrations shall perform calibration.

C.3.8.2.2.5 The Contractor and subcontractor personnel shall be qualified to perform UPS and electrical system testing and PM requirements. The Contractor's Property Manager shall make the determination as to whether the staff personnel or subcontractor to provide the PM testing, are qualified to perform such work, and provide this determination in writing to the COTR prior to performing any such work. The following also applies:

a. All service and testing technicians shall be certified by the National Institute for Certification of Engineering Technologists (NICET) (Applicable Document #25), National Electrical Testing Association (NETA) (Applicable Document #20), or an equivalent institute or association acceptable to the COTR.
b. Personnel that are not NICET or NETA certified shall have equivalent qualifications that are acceptable to both the Contractor's Professional Electrical Engineer and the COTR.

C.3.8.2.2.6 Log Sheets

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

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

C.3.8.2.2.7 Building Tours

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

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

C.3.8.2.2.7.1 HVAC and Domestic Water Report

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

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

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

C.3.8.2.2.8.1 Work Orders

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

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

C.3.8.2.2.8.2 At the time of the tours, the Contractor shall complete the log sheets associated with major operating equipment.

C.3.8.2.2.8.3 Tour Work Assignment Sheet

The Contractor shall develop and submit as a part of their BOP (C.3.8.1.5) submission a sample Tour Work Assignment Sheet, which shall describe the work to be performed, or inspections to be made, on each piece of equipment toured.

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

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

C.3.8.2.2.8.4 Operating Logs and Tour Check Sheets

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

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

C.3.8.2.3 Automated Logs and Check Sheets

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

C.3.8.2.4 Operational Maintenance and Repair (OM&R) Logs

C.3.8.2.4.1 The Contractor shall maintain an OM&R log book to be kept in the Central Engineer (CE's) office indicating what equipment is operational, what equipment is secured, for repair or Preventive maintenance, and the weather forecast along with current outside air temperature readings every two (2) hours. The log shall include or record temperature readings of all major equipment currently operating with operator/engineer comments pertaining to building operations during his/her tour of duty and note critical conditions in red ink and a section for comments specific to the operation of the equipment and weather conditions.

C.3.8.2.4.2 All individuals, upon reporting for duty, are to read and initial the logbook from the previous sheet.

C.3.8.2.4.3 A separate logbook should be kept in the (boiler/chiller) room annotated with readings taken (per manufacturer specifications) every two (2) hours.

C.3.8.2.5 Leak Testing

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

C.3.8.2.5.1 Non-Destructive Tube Cleaning and Testing

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

C.3.8.2.5.1.1 The Contractor shall provide the COTR the results of all Non-Destructive Tube Cleaning testing not later than ten (10) days after test completion.

C.3.8.2.6 Posting Operations Instructions

The Contractor shall develop specific operating instructions for the equipment operating instructions and tour inspection checklists. Once approved by the COTR, the Posting Operations Instructions shall be posted next to the equipment in all mechanical rooms, as applicable to equipment in the given room.
For major mechanical rooms this may consist of a binder maintained in a conspicuous and accessible location. The operating instructions shall correspond with operating instructions of the original equipment manufacturer and the sequence of operations descriptions in the BOP (C.3.8.1.5), and shall correlate with sequences programmed in the BAS.

C.3.8.2.7 Roof Inspections

The Contractor shall perform semiannual roof inspections in accordance with Public Buildings Maintenance Guides and Time Standards (January 1995) (Applicable Document #28), and the stricter instructions provided by the manufacturer. The Contractor shall develop and provide to the COTR a written report in accordance with manufacturer specifications, based on type of roof or roofing system, no later than ten (10) working days after the roof inspection. The Contractor shall take all steps to protect and maintain the roof warranty. The Contractor shall provide minor patches or flashing repairs pursuant to the repair provisions in the Repairs and Repair Classifications sections

C.3.8.2.8 Equipment Inventory

Any descriptions and locations of systems are meant to be representative of major equipment and systems at such facilities but in no way should be interpreted as a complete list of each building system. Equipment not listed, not requiring servicing under the service and maintenance schedules, is also to be considered a part of this contract. The Contractor shall develop and submit a complete accurate building inventory to the COTR not later than sixty (60) days after contract award. The Equipment Inventory shall provide a listing of equipment and systems installed in the building, systems that require preventive maintenance, in addition to service call and repair performance. The Contractor's Equipment Inventory shall include or address at a minimum the following:

a. Ensure that the inventory lists all items requiring Preventive Maintenance, although certain generic items found in large quantities such as fire extinguishers and light fixtures may be listed as multiple units on one inventory record (e.g., per room or other logical unit of space);
b. Schedule maintenance for equipment that is generally listed as multiple units on one inventory record and have different service dates;
c. Record each maintenance service date on the inventory record;

d. Record all available asset tag information that may have been previously missing from the inventory;
e. Complete all data fields as directed by the COTR;
f. Maintain a copy of the current equipment inventory in the Building Operating Plan;
g. Maintain inventory records in "SMARTDGS" and supplemental CMMS as approved; and
h. Adhere to naming conventions and other data definition standards indicated by the District.

C.3.8.2.8.1 The Contractor shall maintain the equipment inventory of the Facility during the period of the contract. The Contractor shall also update the inventory as equipment is added or deleted from the building, and shall validate the equipment inventory by the end of each year of performance,

C.3.8.2.8.2 The Contractor shall be responsible for any damage to the equipment arising from wrongful acts or acts of negligence by the subcontractor or its agents and shall immediately report any such damage to the COTR. Final determination of wrongful acts or acts of negligence will be made by the District

C.3.8.2.8.3 The equipment inventory list does not contain information on underground utility systems, which are also the Contractor's responsibility. This list shall be verified by the Contractor as required under the Preventive Maintenance section of the contract. The Contractor shall have an opportunity to amend this inventory after contract award, as described in this document.

C.3.8.2.9 CMMS Building Equipment Inventory and Labeling

C.3.8.2.9.1 General Equipment Inventory & Labeling

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

C.3.8.2.9.2 Inventory and Labeling Work Stoppage

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

C.3.8.2.9.3 Inventory Accuracy

Within the 60 days of contract award, the Contractor shall verify the equipment inventory and enter all data required in the CMMS. The Contractor shall ensure

the CMMS is properly maintained, accurate and up-to–date. Equipment changes and/or equipment numbers shall be entered as they accrue. The Contractor shall submit to the COTR a monthly updated inventory for review.

C.3.8.2.9.4 Discontinued Equipment

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

C.3.8.2.9.5 Tag Installation

C.3.8.2.9.5.1 The Contractor shall install identification tags on all equipment inventoried. Tags shall be installed in such a manner that all tags are easily identified and legible. Tags installed above ceilings shall be legible from a stepladder.

C.3.8.2.9.5.2 The Contractor shall produce all tags in such manner that numbering and information are permanently legible. They shall be stamped with the correct equipment number as indicated in the CMMS and shall include the date of inventory commissioning.

C.3.8.2.9.5.3 The Contractor shall affix tags permanently to inventory items (air handlers, a/c units). Where applicable, the Contractor shall attach tags using chains or industrial strength adhesive to items that otherwise would be damaged by screwing or drilling (e.g., valves, ductwork, or pipes).

C.3.8.2.9.5.4 The Contractor shall submit samples of tags to be used to COTR for approval prior to installing on inventory items; sample shall be accompanied by signage specifications for each tag. Tag sizes shall be able to accommodate 1/4-inch block letters & numbers. If inventory items have been previously tagged or marked other than above specifications, it shall be the responsibility of the contractor to remove all old identification markings, and install new tags using the correct equipment specifications, as approved by COTR. When painting over old numbers or markings, new paint shall match the existing item paint color. If the equipment currently has a tag on it, the Contractor shall verify the equipment number(s) as correct, the tag mounting as correct, and that proper equipment information has been recorded in the equipment history file. If duplicate equipment numbers are found, unmarked equipment is located, or several different equipment numbers are found on one item it will be the contractor's responsibility to notify the COTR to resolve the numbering conflict so that the Contractor may properly number said items. If the equipment has EMCS numbers on it, that number will be noted as such.

C.3.8.2.9.5.5 The tags are to be inconspicuous in areas and places where they are not visible to office workers or general public; Such as fire doors and main entrance doors the tag shall be placed on the side between the hinges next to the door jam and not interfering with the proper operation of the door. This will place the tag out of

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

C.3.8.2.9.5.6 In the event there is equipment that has more than one equipment number associated with it, during the course of the tagging process, the Contractor shall list all appropriate PM equipment numbers.

C.3.8.2.10 Property Records

C.3.8.2.10.1 The Contractor shall develop and submit samples of the forms, records, reports, and files the Contractor intends to utilize and keep on-site, to document both the inspections conducted by the Contractor and necessary corrective action taken (as appropriate). Copies of all QCP related to inspection reports and other documents shall be made available to the COTR when requested. All such documents shall be maintained by the Contractor for the life of the contract, unless waived by the COTR.

C.3.8.2.10.2 Within thirty (30) days of contract award, the Contractor shall transfer property records for the Facility into a computerized data base. The property record shall include records of the date, type and amount of service for repairs and improvements and operating and maintenance. The Contractor shall maintain the property records on a computerized database.

C.3.8.2.10.3 The Contractor shall maintain all aspects of the Computer Assisted Design (CAD) program for the Facility. The Contractor shall develop a method to organize, manage and keep the CAD files accurate and up to date.

C.3.8.2.10.4 The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices that sufficiently and properly reflect all revenues and expenditures of funds provided by the District to provide the required services.

C.3.8.2.10.5 The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.

C.3.8.2.10.6 The Contractor shall ensure that these records shall be subject at all reasonable times to inspection, review, or audit by District, or other personnel duly

authorized by the District. Persons duly authorized by the District shall have full access to and the right to examine any of the Contractor's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained. The Contractor shall include these aforementioned audit and record keeping requirements for approved subcontracts and assignments.

C.3.8.2.11 Warranties and Warranty Management

C.3.8.2.11.1 Warranties

The Contractor shall contact installers or manufacturers, as appropriate, for work that is covered under a warranty, and maintain records of warranty service. The Contractor shall avoid actions, which would invalidate a warranty, unless it was brought to the attention of the COTR, and written direction to proceed irrespective of the warranty consequences was provided by the COTR. If an installer or manufacturer fails to comply with the terms of a warranty, the Contractor shall immediately notify the COTR, who will determine whether the Contractor should commence repairs, or continue to pursue correction under the warranty. If the COTR determines that repairs will be made without further delay, the Contracting Officer may order the Work to be performed by the Contractor on a reimbursable basis, under the Reimbursable Services provisions described in Section C.3.20.

C.3.8.2.11.2 Warranty Management

The Contractor shall have primary responsibility for warranty management. The Contractor may assume compliance with warranties for purposes of assessing the Contractor's costs and risks under this Contract, assuming the Contractor is diligent in managing warranties and reporting nonperformance to the COTR. If the District requires the Contractor to perform Work that should have been corrected under warranty, such Work will be reimbursed to the Contractor under the Reimbursable Services provisions herein.

C.3.9 SNOW AND ICE REMOVAL SERVICES

The Contractor shall possess and maintain a working knowledge of the snow and ice removal services required for continued optimal operation.

C.3.9.1 Pre-treatment and Snow Removal

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

C.3.9.1.1 Pre-treatment

C.3.9.1.1.1 The Contractor shall pre-treat all sidewalks, stairways, and parking lots with the appropriate chemicals and sufficient ice-melt that may be affected by the inclement weather prior to the start of snowfall, sleet or ice events. The Contractor shall continuously treat such surfaces on an as-needed basis in order to ensure safe passage for all pedestrians and vehicles.

C.3.9.1.1.2 The Contractor shall take a proactive approach to pending inclement weather and monitor the National Weather Service forecasts and take appropriate action in response to the forecast, including the pretreatment of all sidewalks, stairways, and parking lots with the appropriate materials prior to the start of a storm. The Contractor shall continuously treat such surfaces on an as-needed basis throughout and after the storm to ensure safe passage for all pedestrians and vehicles. The Contractor shall clear excess sand or other pretreatment materials from treated areas.

C.3.9.1.2 Snow Removal

C.3.9.1.2.1 The Contractor shall provide for the removal of snow less than six (6) inches as a Basic Service. The Contractor shall ensure all sidewalks, stairways, and parking lots are clear of all snow and ice at least thirty (30) minutes prior to the commencement of building business hour and as needed throughout the duration of the inclement weather. The Contractor shall remove snow from the premises if the accumulation will result in blocked parking spaces or sidewalks.

C.3.9.1.2.2 The Contractor shall not dump snow on or near trees, shrubbery, ground cover, or

flowerbed areas. In the event of heavy accumulation, use of a subcontractor is acceptable, pending COTR approval. All chemicals used shall be in accordance with Federal Specifications and local codes. Snow shall be removed from the premises if the accumulation will result in blocked parking spaces or sidewalks. The Contractor shall dispose of such snow and/or ice in accordance with the laws and ordinances of the District of Columbia.

C.3.9.1.2.3 The Contractor shall not injure, damage, or destroy government property. The Contractor shall be responsible for all damage to property, grounds and landscaping caused by equipment or the application of chemicals for ice and snow removal. All chemicals used shall be in accordance with Federal Specifications and local codes. The Contractor shall use magnesium chloride ice-melt products on concrete only and sand on asphalt only. If the Contractor intends to use other environmentally friendly pretreatment materials, they should be included in the Project Management Plan and approved by the Department.

C.3.9.1.2.4 The Contractor shall be held responsible for all damage to property, grounds and landscape caused by equipment or the application of chemicals for ice and snow removal.

C.3.9.1.3 Excess Snow Removal Plan

C.3.9.1.3.1 The Contractor shall develop and include an excess snow removal plan for the review and approval of the COTR. The plan shall address or include the Contractor's plan for the following:

a. Contractor's representatives by name and telephone number for contact twenty-four (24) hours a day, seven (7) days a week;
b. Lot Clearing;
c. Hand Shoveling;
d. Time Constraints;
e. Standby Operations;
f. Accident Prevention;
g. Management/Supervisory Plan;
h. Communications Plan;
i. Ice Control and Removal Method; and
j. Coordination with other District agencies including MPD.

C.3.9.1.3.2 If all snow and/or ice is not removed from a facility area, Contractor shall be responsible, after a storm, for providing daily maintenance in order to prevent piles or drifts on paved surfaces. Such maintenance shall include the pushing back of snow piles to create additional snow storage with bobcats and/or tractors. Such efforts shall continue on a daily basis until 85% of the snow is melted and/or no ice remains on the property.

C.3.9.1.3.3 RESERVED

C.3.9.1.3.4 The Contractor shall divert his work force, as directed by the COTR, from the normally assigned duties when snow and ice removal is required. The Contractor shall not be adversely affected (performance evaluations or financially) for the portion of the normal daily work which otherwise would have been performed.

C.3.10 CUSTODIAL AND JANITORIAL SERVICES

The Contractor shall not be responsible for the Facility custodial and janitorial services.

C.3.10.1 Cleaning Services

The DCPS custodial staff shall maintain the full responsibility for all cleaning services, waste and recycling collection and removal services within the facility and on property grounds.

The Contractor shall comply with District's established waste and recyclable program at the facility.

C.3.10.2 Upkeep of Machine and Equipment Rooms and Storage Areas

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

C.3.10.3 Environmentally Preferable Purchasing

C.3.10.3.1 The Contractor shall comply with the Office of Contracting (OCP) Directive 1303.00 dated October 1, 2003(Applicable Document #22) entitled "Environmentally Preferable Purchasing." And other federal requirements are found in Executive Order 13423—Strengthening Federal Environmental, Energy, and Transportation Management (Applicable Document #10).

C.3.10.3.2 Contractor shall consider products and equipment certified by Green Seal, non-profit organization devoted to environmental standard setting, product certification, and public education or substantially equivalent certification (2006 Cleaning Services—GS-42 10) (Applicable Document #41).

C.3.10.4 Service Calls

The Contractor shall respond to service call as described in C.3.16.1.

C.3.10.4.1 Service Call Documentation

The Contractor shall include documentation of service calls as described in C.3.16.1.7.

C.3.11 LANDSCAPING SERVICES

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

C.3.11.1 Plant Materials

C.3.11.1.1 The Contractor shall purchase, deliver, and install flowering seasonal replacement and new plant material on a quarterly basis. The Contractor shall ensure plant materials are healthy, robust and in good appearance.

C.3.11.1.2 The Contractor shall immediately replace or restore damaged landscape plant materials, landscape surfaces, or structures caused for any reason, including but not limited to normal operations, public vandalism, acts of God, rodents, insects, animals, or as a result of the Contractor's negligence. All plant materials purchased for and installed shall become the property of the District.

C.3.11.1.3 Warranty

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

C.3.11.1.4 Plant Pits and Location

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

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

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

C.3.11.2 Grass Cutting

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

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

C.3.11.3 Fertilizing

The Contractor shall apply fertilizer in accordance with IPNM policy (Applicable Document #40), giving preference to employing physical, mechanical, cultural, biological and educational tactics to prevent conditions that promote pest infestations and excess nutrient use. The Contractor shall ensure that a District Government representative is present at all times when fertilizer and chemicals are being applied. The Contractor shall fertilize the following prior to mulching:

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

C.3.11.4 Mulching

C.3.11.4.1 The Contractor shall use commercial grade mulch, shredded hardwood bark or an equivalent approved by the COTR and place around the following:

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

C.3.11.4.2 The Contractor shall maintain all mulched areas by raking, debris removal, re-establishing edging, and removal of excessive mulch and soil buildup prior to new mulch application. The Contractor shall mulch all ornamentals, including borders and openings within round cover beds, but only after fertilizer has been applied in accordance with IPNM (Applicable Document #40) practices.

C.3.11.5 Weeding

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

C.3.11.5.1 Ornamentals

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

C.3.11.5.2 Non-planted Areas

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

C.3.11.6 Pruning

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

a. Trees
b. Shrubs
c. Ground Cover

C.3.11.7 Scheduled Services

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

C.3.11.7.1 Monthly

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

a. The Contractor shall provide the following services by March 25th. A District Government representative must be present at all times when fertilizer and chemicals are being applied.
    1. Prune trees, trim, clip, and shear vines, hedges and shrubbery;
    2. Remove underbrush, trim fence line, guard rails, sign posts, walls and flag poles;
    3. Mulch all beds and trees to three (3) inches in depth;
    4. Clean-up all debris generated from pruning, clipping and shearing;
    5. Police entire site, mow, edge, and collect grass;
    6. Apply herbicide along fence lines and sidewalks; and
    7. Apply fertilizer to lawns, beds and trees.
b. The Contractor shall provide the following services by April 25th. A District Government Representative must be present at all times when liming is being performed. Irrigation and liming to be performed at different times.
    1. Trim, clip and shear vines, hedges and shrubbery after trim, clip and shear vines, each mowing;
    2. Weed beds and turn mulch, adding new mulch if necessary to maintain three (3) inches in depth;
    3. Clean-up all debris generated from pruning, clipping and shearing;
    4. Police entire site, mow, edge, and collect grass;
    5. Irrigate beds;
    6. Aerate lawn area;
    7. Re-grade, seed and sod as necessary; and
    8. Apply lime to grass areas.
c. The Contractor shall provide the following services by May 25th. The Contractor shall perform irrigation and spraying on different days. The Contractor shall ensure that a District Government representative is present at all times when spraying is being performed.
    1. Shear, clip and trim hedges, vines and shrubbery;
    2. Weed and mulch all beds and trees to maintain three (3) inches in depth;
    3. Replant shrubs and vines;
    4. Clean-up all debris generated from pruning, clipping and shearing;
    5. Police entire site, mow, edge, and collect grass; and
    6. Irrigate lawn and beds.
d. The Contractor shall provide the following services by June 25th.
    1. Shear, clip and trim hedges, vines and shrubbery;

2. Weed and mulch all beds and trees to maintain three (3) inches in depth;
3. Clean-up all debris generated from pruning, clipping and shearing;
4. Police entire site, mow, edge, and collect grass; and
5. Irrigate lawn and beds.

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

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

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

C.3.11.8 Water Source

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

C.3.11.9 Green Roof

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

C.3.11.9.1 Vegetation Maintenance Plan

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

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

C.11.10 Irrigation Systems

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

C.3.11.10.1 Irrigation Services

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

The Contractor shall provide automated irrigation systems inspection and maintenance services in accordance with the applicable ANSI standards (Applicable Document #5) with the start-up and winterizing dates to be established by the COTR representative.

C.3.11.10.2 Irrigation Systems Monthly Inspections

The Contractor shall perform monthly visual inspections of all irrigation systems to evaluate the need for repairs, adjustments, or to schedule maintenance.

Inspection shall be completed within the first week of each month. Services shall include an examination of the following components or elements of the irrigation systems at a minimum.

a. Adjust nozzles, sprays, rotors, risers to avoid spray onto pathways, sidewalks, and streets, in-fields, and to maximize coverage and efficiency;

b. Adjust irrigation clocks including run times to current weather conditions and permitting schedule of the fields that shall be provided by the COTR.

c. Note damaged valve box covers;

d. Note all damaged or missing nozzles and replace broken wires;

e. Check rain and freeze sensors and note missing or defective rain sensors;

f. Note broken lateral or mainlines; and

g. Troubleshoot potential problems and implement approved preventative measures.

h. Submission of an irrigation report. The Contractor shall submit the reports by the next business day following the first week of the month.

C.3.11.10.3 Irrigation Systems Repair and Maintenance Schedule and Requests

The Contractor shall notify and obtain the approval of the COTR before performing any repairs on an irrigation system. The Contractor shall submit recommendations on zone modifications or additions to the COTR for review and approval before performing work. Damage to any parts of the irrigations systems that are the result of the Contractor's performance of work shall be repaired at the Contractor's cost and at no cost to the District.

C.3.11.10.4 Irrigation System Start up and Winterization Services

a. The Contractor shall perform the following start-up services in the Spring and winterizations services in the Fall for each irrigation system as directed by the COTR. The Contractor shall at a minimum include the following:

i. Evaluation of the controller program;

ii. Inspection and fine-tuning of all irrigation heads;

iii Inspection of wire connections at controller and all valve boxes;

iv. Inspection of rain sensor components;

v. Location of all electronic valve boxes;

vi. Inspection of backflow connections for leaks and wear;

vii. Measurements of water pressure and inspect water source for correct operation.

viii. System audit and adjustment of systems for water efficiency;

ix. All irrigation systems shall be drained completely; and

b. All water supply valve shall be shut off and their location clearly be identified by physical marking (required for winterization only).

c. After a startup or winterization service has been performed, the Contractor shall submit a list of items that are broken or need fixing to the COTR within 24 hours. Repairs to the irrigation system shall be conducted in accordance with the Reimbursable Repair component of this contract. The Contractor will give notice to the COTR when done with any irrigation repairs.

d.The Contractor shall provide extra soil to bring all irrigation boxes and heads up to a level surface, including the need to fill around any irrigation boxes or heads.

C.3.11.10.5 Irrigation System Start up Certification

The Contractor shall certify the operable status or condition of each irrigation system upon completion of the spring start up services. The Irrigation System Start up Certification for spring shall be provided as set forth in the deliverables section.

C.3.11.10.6 The Contractor shall certify the status or condition of each irrigation system upon completion of the fall shut down services. The Irrigation System Shut Down Certification for Fall shall be provided in accordance with the contract deliverables.

C.3.11.11 Debris Removal

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

C.3.11.12 Adjacent Interference

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

C.3.11.13 Storage

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

C.3.11.14 Signage

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

C.3.11.15 Water Treatment Program

The Contractor shall develop and submit a comprehensive Water Treatment Program to the COTR thirty (30) days after contract start. The Contractor shall incorporate the Water Treatment Program in the Contractor's BOP (C.3.8.1.5) and ensure that the Water Treatment Program includes at a minimum:

a. A description of the water treatment, equipment and systems; and chemicals,
b. A description of the services required to control corrosion, scale, algae, slime and bacterial growth in all HVAC equipment and systems throughout the building;
c. Meets the original equipment manufacturers recommendations;
d. Conforms with applicable federal and District sanitation and environmental regulations;
e. Perform water treatment and provide safety equipment (e.g., emergency eyewash stations) maintained in accordance with OSHA standards (Applicable Document #4); and
f. Identify all tests to be performed as part of the monthly analysis.

C.3.11.15.1 Initial Analysis

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

C.3.11.15.2 Approval

The Contractor shall NOT begin any chemical treatment of any system until the Contractor's Water Treatment Program is submitted to and approved by the COTR in writing. The Contractor shall be required to continue with the District's existing water treatment procedures that are in effect at contract start, until such time as the Contractor's proposed water treatment program is accepted by the COTR.

C.3.11.15.3 Water Treatment Conditions Report

The Contractor shall generate a water treatment conditions report ("initial report").based on this analysis, the Contractor shall use the report to develop a Water Treatment Program, which shall include daily field tests, monthly laboratory analysis and weekly biocide rotation. The Contractor shall incorporate the initial report and the Water Treatment Program into the BOP (C.3.8.1.5).

C.3.11.15.4 Changes

The Contractor shall submit supplemental reports to identify any changes in the Water Treatment Program as they occur.

C.3.11.15.5 Water Samples

The Contractor shall draw one (1) complete set of water samples from all water systems as required by OSHA (Applicable Document #5). The Contractor shall ensure that the test water samples are obtained and processed by or under the supervision of a qualified chemist approved by the COTR. The Contractor shall notify the COTR when water samples are to be taken.

C.3.11.15.6 Water Sample Reports

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

C.3.11.15.7 Duplicate Water Samples

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

C.3.11.15.8 Coupon Rack

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

C.3.11.15.9 Corrosion Coupons

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

C.3.11.15.10 Weekly Testing (Field Test)

The Contractor shall perform weekly water field tests for open HVAC loops for pH, TDS, conductivity, corrosion inhibitor concentration, and concentration of biocides.

C.3.11.15.11 The Contractor shall enter results on a daily basis into the logs and a copy of the records shall be maintained on site.

C.3.11.15.12 Monthly Testing (Lab Analysis)

The Contractor shall draw a set of water samples monthly, for all HVAC water loops, which are in active use during that season, for independent lab analysis. The Contractor shall conduct monthly water sample testing as described in the Water Treatment Program and utilize a qualified laboratory technician to analyze the monthly samples.

C.3.11.15.13 Monthly Water Testing Report

The Contractor shall submit a monthly report to the COTR by the 10th calendar day of each month wherein the report shall contain all pertinent information, relative to the conditions found (to report results from the previous month).

C.3.11.15.14 Chemical Usage Documentation

The Contractor shall maintain documentation of chemicals on hand and chemicals in use at the facility including at a minimum the following:

a Logs of chemicals on hand and usage;
b Material Safety Data Sheet MSDS for all chemical products to be used; on the job site ten (10) days after the contract award;
c Copies of updated MSDS sheets on-site in a loose-leaf binder in alphabetical order according to the common name of the chemical product. The information shall be cross-indexed in alphabetical order by chemical names;
d Legibly label all storage containers or cans in which the chemicals are stored;
e Record the type and amount of chemicals added to each system for all work orders entered for adding chemicals to chemical feeder systems, or for adding chemicals to water;
f Submit all weekly tests on-time; no more than two (2) weekly tests per year are permitted to be late;
g Perform all monthly tests and no more than two (2) are late and not late by more than one (1) week;
h Log all test results;
i Take appropriate action, adjust feed rates and or repair problem areas, when test results indicate problems
j Ensure that there is no significant fouling of heat exchange surfaces, or buildup of solids, biological growth, or algae in cooling towers; and
k Ensure that one hundred percent (100%) of the time that legionellia colony counts are kept below the allowable range as established in the Water Treatment Program.

C.3.11.15.15 Warranty of Chemicals

C.3.11.15.1 The Contractor shall ensure that chemicals used in the performance of the required consolidated maintenance services will not endanger the health or safety of persons, personal property or real property. The Contractor shall also warrant that all chemicals used at the Facility will not have any detrimental effect on the metallic, nonmetallic, and wooden materials used in the equipment being treated.

C.3.11.15.2 The Contractor shall ensure that any discharge of chemicals to surface waters or sanitary sewers by the Contractor are in compliance with current regulations for

such discharges as determined and administered by the District of Columbia, the Washington Suburban Sanitary Commission (WSSC) (Applicable Document #18), and the Environmental Protection Agency (EPA).

C.3.11.15.16 Cleaning District Owned Equipment

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

C.3.11.15.17

The Contractor shall monitor relevant conditions of all water systems on a continuous basis and ensure that information is recorded and stored in the microprocessor memory on an hourly basis. The Contractor shall ensure that data gathered by the microprocessor includes the chemical treatment drum levels, water conductivity, water temperatures, water flow rates, system pH, cycles of concentration, total dissolved solids, gallons of makeup water added to each system that is in service.

C.3.11.15.18 Hardware and Software

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

C.3.11.15.19 Inspection and Reporting

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

C.3.11.15.20 Service Calls

The Contractor shall provide service call services for drain trap services as described in C.3.16.1.

C.3.11.15.20.1 Service Call Documentation

The Contractor shall include documentation of water system service calls as described in C.3.16.1.7.

C.3.11.15.21 Service Calls

C.3.11.15.21.1 The Contractor shall respond to service calls for landscaping services as described in C.3.16.1.1.

C.3.11.15.21.2 Service Call Documentation

The Contractor shall include documentation of landscaping service calls in the Service Call Log as described in C.3.16.1.7.

C.3.11.15.22 Preventive Maintenance

The Contractor shall provide the scheduled services described in C.3.10.7 and other preventive landscaping related services.

C.3.11.15.23 Preventive Maintenance Schedule

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

C.3.12 UTILITY COMPANIES SERVICES

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

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

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

C.3.12.2 Underground Utilities Support

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

C.3.12.3 Utility Systems Support

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

C.3.12.4 Demand Response Program

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

C.3.12.4 Service Calls

C.3.12.4.1 The Contractor shall respond to service call needs for the Facility’s utility company services as described in C.3.16.1.

C.3.12.4.2 Service Call Documentation

The Contractor shall include documentation of utility company services as described in C.3.16.1.7.

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

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

C.3.13.1 Security System

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

C.3.13.2 Service Calls

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

C.3.13.2.2 Service Call Documentation

The Contractor shall include documentation of security services support as described in C.3.16.1.7

C.3.14 PEST CONTROL SERVICES

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

C.3.14.1 Integrated Pest Management

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

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

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

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

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

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

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

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

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

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

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

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

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

a. IPM Logbook - The Contractor's staff shall maintain detailed and accurate notes in the IPM Logbook including everything about all IPM program

activities, all pest sightings, actions taken, recommendations made, and reports written. The logbook includes miscellaneous information pesticide information, reports, monitoring data, pest activity, floor plans, and general information.

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

C.3.14.1.3 RESERVED

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

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

C.3.134.1.4.2 The Contractor shall ensure that IPM technicians shall provide effective and comprehensive communications including at a minimum the following:

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

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

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

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

C.3.14.2 Service Calls

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

C.3.14.2.2 Service Call Documentation

The Contractor shall include documentation of pest management service calls as described in C.3.16.1.7.

C.3.14.3 Preventive Maintenance Schedule

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

C.3.15 LOCKSMITH SERVICES

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

C.3.15.1 Locks and Keying Services

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

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

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

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

C.3.15.2 Keying & Lock System Guidelines

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

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

C.3.15.3 Lost Keys

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

C.3.15.4 Frequency

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

C.14.5.5 Service Calls

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

C.14.5.5.1 Service Call Documentation

The Contractor shall include documentation of locksmith services service calls in the Service Call Log as described in C.3.16.1.7

C.3.16 SERVICE CALL OPERATIONS AND TENANT ENVIRONMENT

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

Although the Contractor takes direction from the COTR, the Contractor shall understand the cooperative relationship between the DCPS onsite Maintenance staff who are responsible for the Janitorial services. All operations and maintenance shall be performed with a spirit of cooperation.

C.3.16.1 Service Call Program

The Contractor shall develop and operate a service call program to include at a minimum the following:
The Contractor shall provide a response to service calls received from any of the following sources:

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

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

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

C.3.16.1.3 Emergency Service Calls

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

a. Respond within fifteen (15) minutes to emergency service calls, service calls that consist of correcting failures during Normal Occupant Working Hours that constitute an immediate danger to personnel or property.

b. Respond within two hours (2) to service calls at other than Normal Occupant Working Hours when it is an obvious fire, life, safety emergency, damage to the building is occurring, and or when the COTR, or designated representative, has determined it is an emergency;
c. Respond to service calls involving areas listed in Attachment J.14 as "High Priority Areas in the Building," shall require an emergency response to any service call, repair, adjustment, or other problem(s) identified to the Contractor by the District or the tenant agency; and
d. Remain on the job until each emergency situation is corrected or mitigated; and
e. Ensure any required additional support shall be onsite within two (2) hours.

C.3.16.1.3.2 Failure to comply with the emergency service call requirement may be a cause for the CO to have the Work performed by others and the cost of such Work deducted from the payment due to the Contractor.

C.3.16.1.3.3 The hourly emergency rates outlined in section B.4 shall only apply when an act of God or something other than an equipment failure caused the emergency. Where the COTR determines that the Contractor did everything in their power to prevent any catastrophic or simple failure, such type of callback may be reimbursable.

C.3.16.1.4 Non-emergency Service Calls

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

a. Respond to non-emergency service calls within thirty (30) minutes during Normal Occupant Working Hours;
b. Respond within twenty-four (24) hours notification of the request or the next business day after Normal Occupant Working Hours. If the request for service is made on a Friday, the Contractor shall respond no later than the following Monday, unless Monday is a District Holiday, in which case, Tuesday would be the deadline for responding to the call.

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

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

C.3.16.1.4.3 Failure to comply with the non-emergency service call requirement may be a cause for the CO to have the Work performed by others and the cost of such Work deducted from the payment due to the Contractor.

C.3.16.1.5 SMARTDGS Orders

The Contractor shall utilize the District's "SMARTDGS" system as defined and described in Section C.3.8.2.4. The "SMARTDGS" service call system will allow District personnel to electronically record and request services in order for Contractor to address and resolve deficiencies and troubles. The Contractor shall respond to Service Calls generated from the BAS.

C.3.16.1.6 Service Call Desk/Telephone Orders

C.3.16.1.6.1 24 Hour Telephone Line

The Contractor shall have a twenty-four (24) hour telephone number available for the purpose of notification of the need for services that can be performed on an emergency basis.

C.3.16.1.6.2 Service Call Desk – Normal Occupant Working Hours

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

C.3.16.1.6.3 Tenant Request Line

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

C.3.16.1.7 Service Calls and Repairs

C.3.16.1.7.1 The Contractor shall respond to Service Call requests made by the COTR and shall perform Repairs when deficiencies are documented or reported to the Contractor.

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

C.3.16.1.7.3 The Contractor shall respond to and perform service calls, and initiate Reimbursable Repairs, as described in section C.3.20 as determined necessary,

following procedures described herein. If Reimbursable Repairs, as defined herein, are needed to correct the condition, the Contractor shall immediately notify the COTR; if the COTR directs the Contractor to proceed with the Reimbursable Repairs the Contractor shall do so without delay.

C.3.16.1.8 Service Call Documentation

C.3.16.1.8.1 Service Maintenance Report

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

C.3.16.1.8.2 Service Call Log

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

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

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

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

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

a. Complaint, date, time, location and name of complainant.
b. Verification of the complaint (such as actual temperature, was airflow more or less than design).
c. What corrections, if any, were performed to resolve the complaint? The date and actual time to complete the service call along with materials used.
d. The work order for each Service Call or Repair shall be put into a “complete” status on the CMMS within one working day of completion of work. Time and materials shall be recorded on each

work order before the work order is put into a "closed" status. Responsibility for putting work orders into "closed" status (e.g., whether performed by the Contractor or the District) is subject to local Facility procedures; the COTR will direct the procedure to be followed.

e. The Contractor shall obtain complainant's acknowledgement that each complaint is closed out.

C.3.16.1.9 Emergency Services for Operating and Maintenance, and Repairs and Improvements

Upon contract award, The Contractor shall immediately notify the COTR of the need for emergency services for operating and maintenance, and repairs and improvements. Upon approval by the COTR, the Contractor shall respond on-site to the emergency within two (2) hours (sufficient and adequate on-site action which mitigates the emergency is required), upon notification or identification of the emergency by the Contractor, unless the COTR and the Contractor agree upon another time period.

C.3.16.1.9.1 Contact Person(s)

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

C.3.16.1.9.2

C.3.16.2 Tenant Environment

The Contractor shall maintain all environmental standards, within the range defined by OSHA, and if applicable LEED requirements. If the building design does not permit operation to current standards, the Contractor shall demonstrate and document their concerns to the COTR and maintain conditions as close to the modern standards as possible given the existing equipment of the building.

C.3.16.2.1 Temperature and Ventilation

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

C.3.16.2.2 Lighting

C.3.16.2.2.1 The Contractor shall maintain and adjust the Facility lighting levels under the guidance of the COTR and the target lighting levels established in 41 CFR 101-20 (Applicable Document #7); however, light quality, specific tenant requirements and other individual factors impact requirements. The COTR shall direct any special conditioning requirements (e.g., computer rooms).

C.3.16.2.2.2 The Contractor shall correct lighting level problems caused by failed lamps, missing lamps or failed ballasts promptly. The Contractor shall make the proper entries into the CMMS. Immediately following a tenant complaint, the Contractor shall report to the COTR lighting level problems caused by design or tenant location.

C.3.16.3 Disruptions to Tenant or Facility Service

C.3.16.3.1 Disabling Major Equipment

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

a. Identify the need for and obtain all necessary permits and licenses for alterations;
b. Provide the COTR a minimum of three (3) business days notice prior to dismantling or otherwise rendering inoperable major equipment, or shutting off any utility or HVAC service to any part of the Facility. The COTR may waive this requirement if equipment shutdown is necessary to make emergency Repairs;
c. Schedule maintenance requirements well in advance to avoid disruptions or disturbance to building occupants;
d. Maintain the mission of the Facility at all times, and therefore it will be the Contractor's responsibility to predict, schedule and obtain all necessary temporary equipment as required to meet the Facility's mission requirements.

C.3.16.3.2 Requesting Utility Companies to Connect or Disconnect

C.3.16.3.2.1 The Contractor shall notify the applicable utility company within twenty-four (24) hours of notification of the need to connect or disconnect utility or services in a routine situation.

C.3.16.3.2.2 In an emergency, the Contractor shall notify the applicable utility company as immediately necessary and in accordance with all safety and risk protocols regarding the need to connect or disconnect utility or utility service.

C.3.16.3.2.3 The Contractor shall notify the COTR prior to any utility or utility service connection or disconnection except in a life-threatening emergency or in the event of imminent building structure danger.

C.3.16.3.3 Impact on Fire Protection Systems

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

C.3.16.3.4 Disruptive or Hazardous Tools

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

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

C.3.16.3.5 Delivery and Storage

The Contractor shall ensure that the delivery and storage of materials and equipment and accomplishment of all work with a minimum of interference to District operation and personnel. The Contractor shall take particular caution not to damage elevator, corridor, or lobby finishes. The Contractor shall ensure that storage and container labeling is in accordance with OSHA standards.

C.3.17 SPECIAL SERVICES

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

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

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

If the Building has been designed and constructed to achieve LEED for New Construction Silver, Gold, or Platinum Certification, the District has made certain commitments to achieve this certification, and the Contractor is required to follow through on these commitments. In the event of any conflict in any clause, statement, requirement, description, condition, demand or specification contained within this solicitation and/or any subsequent, and/or related attachment(s), and/or addendum(s), the LEED standard shall control and any conflict shall not compromise the LEED standard of performance.

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

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

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

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

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

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

C.3.17.2 Environmental Management Services

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

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

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

C.3.17.2.1 Operating Permits

The Contractor shall be familiar and obtain required local operating permits for boilers, generators and other emissions producing equipment regulated by the District and EPA. In the event of fines or penalties levied by the District or EPA, the Contractor shall bear the cost of such fines. The BOP as defined in section C.3.8.1.5 shall describe the specific local operating permit rules that apply to equipment in the building, and summarize the requirements to be met.

C.3.17.2.1.1 Boiler Inspections and Certification

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

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

C.3.17.2.2 Underground Storage Tanks

The Contractor shall supplement maintenance guides for underground storage tanks so as to meet any EPA and District of Columbia requirements for monitoring and maintenance. The Contractor shall inspect the underground storage tanks every six (6) months. The Contractor shall satisfy any applicable EPA and District statutory and regulatory requirements regarding underground storage tanks.

C.3.17.3 Hazardous Material Inventory

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

C.3.17.3.1 Combustible and Flammable Waste

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

C.3.17.3.2 Contractor's Inventory

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

C.3.17.3.3 Inventory Changes

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

C.3.17.3.4 Compliance with the Law

The Contractor shall in no way use materials and chemicals in a way that threatens the health or safety of District employees or disrupt tenant agency operations due to undesirable odors or fumes. The Contractor shall be liable for all fines and shall comply with all District regulations for safe handling, storage, disposal, and use of any hazardous materials and chemicals. The Contractor shall

be charged the cost, in the event of fines or penalties levied by the EPA or an Air Quality Management Authority.

C.3.17.3.5 Hazmats

The most commonly encountered hazmats can include pesticides, cleaning agents, paints, adhesives, strippers, solvents, asbestos, polychlorinated biphenyl's (PCB's), explosives and radioactive material, but may include others. The most likely products to contain asbestos are sprayed-on fireproofing, insulation, boiler lagging, pipe covering and likely products to contain PCB's are transformers, capacitors, voltage regulators, fluorescent light ballast's and oil switches.

C.3.17.3.6 Asbestos

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

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

C.3.17.3.7 Refrigerants Considered Hazardous

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

C.3.17.3.7.1 Technician Certification

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

C.3.17.3.7.2 Refrigerant Log

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

C.3.17.3.8 Hazardous Materials Plan

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

a. Identification of possible hazards, problems, and proposed control mechanisms;
b. Description of how applicable safety and health regulation and standards are to be met;
c. Protection of public or others not related to the operation;
d. Number, type, specialized training completed and experience of staffs to be used for the Work;
e. Type of protective equipment and Work procedure to be used;
f. Material Safety Data Sheets (MSDS) and procedures for using, disposing of, or storing the toxic and hazardous materials as described in 29 CFR 1910.1200 (Applicable Document #4);
g. Emergency procedures for accidental spills or explosions;
h. Interfacing and control of subcontractors, if any;
i. Identifications of any required analyses test demonstrations and validation requirements; and
j. Methods of certification for compliance.
k. Procedures for the containment, removal and disposal of all hazardous materials.

C.3.17.3.9 Providing Escorts for Surveys

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

C.3.17.3.10 File Maintenance, Service Calls, and Repairs

The Contractor shall maintain files in the following formats:

a. electronic,
b. hard copy, and
c. within the CMMS, during the life of this contract, which shall include a copy of any District survey performed where the Contractor was provided a copy thereof.

The Contractor may be issued service calls and maintenance repairs as a result of these surveys. When service calls or maintenance repairs are required to correct deficiencies found during these hazardous material inventory surveys, the Contractor shall respond to such calls or perform such repairs as part of the Basic Services with no additional cost to the District.

C.3.17.3.11 Additional Obligation

In addition to the Standard Contract Provision on Indemnification, the Contractor may be charged the cost, in the event of fines or penalties levied by the EPA or an Air Quality Management Authority.

C.3.17.3.12 School Emergency Plan

The Contractor shall serve in the appropriate role on the school Emergency Response Team. The contractor shall coordinate with school staff to ensure appropriate readiness in accordance with the prescribed plan. The current School Emergency Response Plan and Management Guide is available for viewing online at http://esa.dc.gov.

C.3.17.3.12.1 Occupant Emergency Plan (OEP)

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

C.3.17.4.2 Emergency Situation Examples and Plan Due Date

Contractor participation in emergency plans shall be mandatory during building-related emergencies or natural disasters. The Contractor shall perform the required services as directed by the Property Manager and COTR to the extent allowed during all emergency situations including but not limited to fires, accident and rescue operations, Contractor personnel strikes, civil disturbances, natural disasters, and utility service outages.

C.3.17.4.2.1 The Contractor's Emergency Response Plan (CERP) shall be submitted to the COTR five (5) days after award and updated as needed. The CERP shall include, at a minimum, the following procedures

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

b. Employee Information
c. Information will include the name, contact numbers (mobile and office) and current position of each employee (in the form of a roster) that will participate in the CERP.
d. Employee Duties
e. The specific functions each employee shall perform during emergency situations.

C.3.17.4.3 Strike Contingency Plan (SCP)

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

a. Continuity of Operations Plan (COOP)
b. A living document which outlines the process for maintaining government operations during emergency situations
c. Support Personnel
d. The SCP shall describe in detail how the Contractor will staff the Facility to provide the services defined in this specification during strikes by his employees.
e. License and Certification
f. The SCP shall describe in detail how the Contractor shall provide personnel that meet experience requirements, assuring the District that all temporary, or replacement employees (including subcontractor employees), shall meet the experience and mechanical license requirements defined in the contract.
g. Notification
h. Strike Contingency Plan shall contain procedures to notify the COTR of all impending actual or potential labor disputes as early as possible but no less than two (2) weeks prior to any action;
i. Temporary or Subcontractor Employees
j. If temporary or subcontractor employees are to be used, the same information is required as described in the Strike Contingency Plan as part of the BOP (C.3.8.1.5).

C.3.17 .5 SPECIAL SERVICES - POOL MAINTENANCE

Performance Requirements

The Contractor shall perform pool maintenance in accordance with the Performance Requirements set forth below. The Contractor shall perform all work in conformance with District of Columbia codes and regulations. The Contractor shall be responsible for remaining current with changes in regard to pool codes and regulations. All safety and maintenance requirements shall be fulfilled

A. The Contractor shall use only skilled licensed and certified technicians who are fully experienced in repairs and maintenance for various pools involved. The Contractor shall provide DGS with copies of all certifications and licenses of designated persons who will perform identified duties and services.

B. The Contractor shall administer chemicals, solvents, paints and any other hazardous chemicals after normal operating hours or on weekends. The Contractor shall perform all other services, except emergency service, hereinafter provided for, without undue delay during regular hours of regular working days of the pool maintenance trade.

C. Upon receipt of notification from the Department for repairs required, the Contractor shall commence work as soon as possible and complete repairs on or before the date specified therein and shall forward a report of compliance to the Contracting Officer Technical Representative (COTR).

D. The Contractor shall provide continuous maintenance and emergency service throughout the contract period.

E. The Contractor shall perform an initial site inspection survey at the site covered by this contract prior to pool opening. The inspection shall include the mechanical, plumbing, electrical, structural and pool water to ascertain conditions at the facility. The inspection shall include the Dehumidification equipment.

F. The Contractor shall provide a report of the conditions of the pools within ten (10) calendar days of award of this contract. The report shall report the satisfactory operating condition of all pools or such deficiencies requiring or replacement of parts that require immediate attention to minimize excessive cost to DGS in the future. The Contractor shall include the estimated cost of each modification and/or repair in the report. The report shall delineate work within the scope of the contract and work beyond the scope of the contract. The Contractor shall NOT perform any tasks requiring additional funding without the express written authorization of the Contracting Officer. DGS reserves the right to assign this work to a different Contractor.

G. The Contractor shall provide a report with the current levels of parts and chemicals for each site and provide recommendations for required levels of stockage.

H. The Contractor shall visit and perform a chemical analysis of the pool water at specified intervals. The Contractor shall maintain the required level of chemicals in pool water throughout the contract performance period.

I. The Contractor shall review the readings and findings of pool analysis with the on-site building engineer or maintenance personnel. The Contractor shall make necessary repairs only after approval from the Department. The Contractor shall provide a written report of the work performed, time and type and number of laborers used, material included.

J. The Contractor shall provide a 4 hour training class on the existing pool equipment, every 6 months for the DCPR/DGS staff. The class will provide training to all rotating staff.

C.3.17.6 SPECIAL SERVICES – COURT AND FIELD MAINTENANCE

General Field Maintenance

The Contractor shall furnish supplies, materials and labor that comply with the standards and guidelines set forth herein. The Contractor shall maintain courts, fields, and surrounding grounds to ensure vertical and horizontal surfaces are free and clear of debris, waste, marks and streaks. The surfaces shall also be level; free of holes, bumps, dips, or any defect that will impact the optimal functionality of the court surface; this includes dragging and any industry standard practice to ensure fields are in a condition for active play. The contractor shall also restripe fields and courts as necessary, as directed by the COTR and as specified in the Facility information attachment.

Apparatus and Structures

The Contractor shall keep clean, maintain, and repair all fixed sporting court and field apparatus and structures to include but not limited to basketball goals, baseball dugouts and mounds, football goal posts, soccer and lacrosse goals, tennis posts and nets, and any associated fencing.

Synthetic Turf Field Maintenance and Deep Cleaning

The Contractor shall maintain synthetic turf field(s) in accordance with industry standards, manufacturers recommended service, and as specified herein.

Monthly Maintenance Services

The contractor shall provide monthly maintenance services, which include, but are not limited to, the following:

A. Any grass shall be removed from the edges of the turf.

B. All synthetic turf will be blown with a blower to clear the surface of any debris.
C. Comprehensive Session – Cleaning of turf and grooming using Field GroomRight and cart to tow it. This process will brush and aerate all field surfaces.
D. Magnetic sweeping in two (2) different directions to remove all metal objects from the canopy of the turf.

Deep Cleaning Services

The contractor shall provide deep cleaning services during the month of May and again in September. Deep cleaning services, shall include, but are not limited to, the following:

A. Deep power grooming to remove all foreign objects (dirt, leaves, gum, etc.);
B. Deep groom sweeping and rejuvenation to de-compact the infill;
C. Magnetic sweeping in two (2) different directions to remove all metal objects from the canopy of the turf;
D. Crumb rubber added to certain spots (corner kick area, extra point line, penalty kick area, goal line area, etc.);
E. Repair any inlay separation, sewing and/or adhesive failures;
F. Fibers wear analysis; and
G. GMAX testing to ensure the safety of synthetic turf.

If the field should require additional maintenance and cleanings consistent with the scope specified herein, such shall be performed at no additional cost to the District. The Contractor shall perform repairs in accordance with the reimbursable repairs section of this contract. All equipment must be of professional quality. Any damages caused by the vendor will be repaired by the Conntractor at no additional charge to the District.

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

C.3.18.1 Laws and Regulations

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

C.3.18.1.2 The Contractor shall also comply with the District's policy of voluntary conformity to certain District of Columbia law, regulations and code requirements even when permits or approvals from local regulators are not required; the Contractor shall ask the advice of the COTR when such issues arise.

C.3.18.1.3 The Contractor shall ensure compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work, and shall hold the District harmless for any action on his part or that of his employees or subcontractors, which results in illness, injury or death.

C.3.18.1.4 The Contractor shall be liable for all fines and shall comply with all District regulations for safe handling, storage, disposal, and use of any hazardous materials and chemicals. The Contractor shall be charged the cost, in the event of fines or penalties levied by the EPA or an Air Quality Management Authority.

C.3.18.2 Licenses and Permits

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

C.3.18.2.2 The District also has a policy of voluntary conformity to certain District of Columbia law, regulations and code requirements even when permits or approvals from local regulators are not required; the Contractor shall ask the advice of the COTR when such issues arise.

C.3.18.2.3 Licensing, Bonding, and Screening

The Contractor employees must be licensed and bonded, as required by DCRA or any other applicable law. Additionally, employees of Contractor's subcontractors who have access to the Facility must pass all screening and background check requirements consistent with the District's Policy for Mandatory Drug and Alcohol Testing of Employees who Serve Children or Youth; this is applicable to

any contractor, employee or volunteer. Contractor shall incorporate the conditions of the District's policy within their company policy and provide a copy of such procedure validating continuous compliance.

C.3.19 CONSOLIDATED MAINTENANCE SERVICES PERSONNEL AND ADMINISTRATIVE REQUIREMENTS

C.3.19.1 Staff

C.3.19.1.1 The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work, and shall hold the District harmless for any action on his part or that of his employees or subcontractors, which results in illness, injury or death. The Contractor shall employ a sufficient number of capable and qualified employees to enable the Contractor to properly, adequately, safely, and economically operate, maintain, and perform repairs at the Facility. The Contractor shall:

a. Oversee all matters pertaining to the employment, supervision, compensation, promotion, and discharge of the Contractor's employees;
b. Ensure all staff is a citizen of the United States or an alien/immigrant who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-51;
c. Agree not to employ any person undergoing sentence of imprisonment except as provided in the contract, or by law; and
d. Agree to dismiss from work any employee who is identified by the District as a potential threat to the health, safety, security, general well-being or operational mission of the Facility and its population.

C.3.19.1.1.1 If the District receives an unsuitable report on any employee or prospective employee, the Contractor shall be advised immediately that such employee or prospective employee cannot continue to work or be assigned to work under the contract.

C.3.19.1.2 The District has full and complete authority and discretion over the granting, denying, withholding and terminating of clearances for employees and Contractor personnel, including subcontractors. The District may, as it deems appropriate, authorize and grant temporary clearance to employees of the Contractor. However, the granting of a temporary clearance to any such employee shall not be considered as assurance that full clearance will follow as a result or condition thereof. The granting of either temporary or permanent clearance shall in no way prevent, preclude or bar the withdrawal or termination of any such clearance by the District in the future.

C.3.19.1.3 Key Personnel

The Contractor shall provide a Chief of Operations/Property Operations Manager, and a Chief Engineer, as key personnel. The key personnel are considered

essential to the work being performed under this contract. The list of key personnel along with their complete contact information shall be submitted as a part of the BOP (C.3.8.1.5). The Contractor shall ensure Key Personnel, including any on-site supervisor, shall meet the following minimum qualifications:

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

C.3.19.1.3.1 Property Operations Manager (POM)

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

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

C.3.19.1.3.2 On-Site Chief Engineer (CE)

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

a. Possess the skills specific to the Facility;
b. Operational experience consistent with the functions identified in Section C.3;

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

C.3.19.1.4 Other Staff (Not Key Personnel)

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

C.3.19.1.4.1 Administrative Staffer/s (AS)

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

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

C.3.19.1.4.2 Contract Manager

The Contractor shall identify and submit to the COTR within five (5) days of contract award date a written notice designating a contract manager, to whom all notices issued by the District may be delivered or mailed, including notices

required under the contract for proposed deductions and final decisions under the deduction provisions of the contract and two alternates telephone number shall be furnished to the COTR for contacting the contract manager. The Contractor shall use internet-accessible e-mail as a method of documented informal communication between the contract manager and District representatives.

C.3.19.1.4.3 On-Site Supervision

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

C.3.19.1.4.4 On-site Staff

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

C.3.19.1.4.4.1 Technicians and Service Personnel

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

a. Perform the required services in a skillful and workmanlike manner;
b. Maintain a familiarity with federal and District laws and regulations and the acceptable industry standards provided in Section C.1.1;
c. Possess current certification in training and safety including the proper use of equipment and adherence to all safety rules and regulations and shall not create any hazardous or unsafe conditions while performing work under the contract;
d. Possess valid government issued identification at all times when performing work under this contract;
e. Possess at least three (3) years of recent (within the past five {5} years) experience in the operation and maintenance of equipment and systems comparable in complexity to systems covered by this contract.
f. Not an employee of the District of Columbia if the employment of that person would create a conflict of interest;
g. Present a neat appearance and wear appropriate uniforms that shall not be torn, tattered, or soiled, and shall practice good personal hygiene.

1. All Contractor employees shall wear such clothing as coveralls, smocks, uniform shirt and trousers, or uniform blouse and skirt or slacks.
2. Clothing shall have the employee's name and the company name affixed thereon in a permanent or semi-permanent manner, such as a badge or monogram, which is easily readable.
3. The Contractor employees shall comply with a standard uniform dress code accepted by the COTR; any color or color combination is acceptable.
4. Supervisors shall be easily recognizable, either by distinctive clothing, or by an easily readable badge or monogram.
5. The Contractor shall ensure that every employee is in uniform no later than the time specified by the COTR or, otherwise, no later than two (2) work days from the date an employee first enters on duty.
6. The Contractor employees shall have identification badges, which they shall wear visibly at all times while on the premises.
7. Skilled Technicians - Personnel engaged in operation and maintenance activities specified by this contract shall possess licenses issued by the District of Columbia DCRA (Applicable Document #17) or other jurisdiction equivalent to District of Columbia licensing requirements.
   i. Electricians shall possess a valid Journeyman Electrical License, issued by the District of Columbia.
   ii. Elevator mechanics shall possess a valid Journeyman Elevator License
   iii. Plumbers shall possess a valid Journeyman Plumbers License issued by the District of Columbia
   iv. Backflow presenters shall have the appropriate licenses and/or certifications.
   v. Technicians working on and around boilers and chillers possess current District of Columbia Stationary Engineers as required by the District to operate the equipment contained in this contract.
   vi. Team leader for testing and maintenance shall be a fire alarm technician with a minimum National Institute for Certification in Engineering Technologies (NICET) Level III certification (Applicable Document #25). The team leader shall also provide proof of factory certification from the manufacturer for the type of equipment located in the Facility.
   vii. Technicians who assist in the testing and maintenance shall also provide proof of factory certification from the manufacturer for the equipment located in the Facility. Technicians shall be qualified to perform all fieldwork necessary to maintain the system. In addition, the business shall have been in operation and established for at least three (3) years. The COTR may reject any proposed Contractor who cannot show evidence of the required qualifications.
   viii. All employees who handle refrigerants containing Chlorofluorocarbons (CFCs) shall be required to pass a United States

Environmental Protection Agency (EPA) approved exam, to achieve a level IV (universal) certification (Applicable Document #3) and provide proof of such certification as a part of the submission of the BOP (C.3.8.1.5), change of personnel during this contract period and as requested by the COTR. All operation and maintenance activities specified under this contract shall comply with the Hazardous Material requirements. The Contractor shall comply with all provisions of the Clean Air Act of 1990 (Applicable Document #2).

8. Trainees not meeting the experience requirement may be employed in work under this contract if under the direct supervision of Contractor's journeyman technician at all times.
9. Contractor's supervisory personnel shall have experience sufficient to equip such personnel with the particular knowledge, skills and abilities necessary to supervise the operations and maintenance functions in buildings comparable in size and complexity to the District's Facility and its systems.
10. The Contractor shall be granted an exception(s) to the experience requirement by the COTR on a case-by-case basis, at the sole discretion of the COTR.

C.3.19.1.5 Staff Documentation

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

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

C.3.19.1.5.2 The Contractor shall provide the same required documentation for all new employees hired after the contract start date and shall submit such information to the COTR not later than ten (10) days ***before*** the employee's start work date. The COTR will review the resumes and may verify references, training, past performance in the trades in which proposed for this contract, and work history before issuing a certification of approval or denial in writing.

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

C.3.19.1.5.4 Security Clearance Requirements

C.3.19.1.5.4.1 The Contractor shall submit to the COTR or his designee, not later than twenty (20) working days prior to the start date of contract performance , two completed fingerprinting charts and one personal history statement, using forms provided by the District, for all Contractor personnel including subcontractor personnel who have access to the Facility in the performance of contract work. These forms will be submitted for new employees before they can commence duty in the Facility.

C.3.19.1.5.4.2 The Contractor shall continue throughout the performance of the contract to provide the above security information for any new personnel, twenty (20) days in advance of the proposed assignment of such personnel. The District will make its best efforts to process the security information in twenty (20) days, but if the screening process takes longer than twenty (20) days,

C.3.19.1.5.4.3 The Contractor shall provide additional Personal Protective Equipment (PPE) required for the safe performance of work. Protective clothing, equipment, and devices shall, at a minimum, conform to (OSHA) standards for the products being used.

C.3.19.1.6 Organizational Chart

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

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

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

C.3.19.1.7 Staffing Plan

The Contractor shall develop and provide a staffing plan consistent with the Contractor's organizational chart (C.3.19.1.4). The Staffing Plan shall include at a minimum the following:

a. Staffing levels (including supervision) depicting various job classifications (e.g. 2 engineers, 2 maintenance workers, 1 supervisor);
b. Work schedules for the Facility including daily, weekly, and periodic tasks.

c. A list of all technicians and service personnel and their qualifications to perform the required services.
d. A roster of all contract employees by name and job title to include individual tours of duty and work assignments. This list shall be updated by the Contractor as necessary;
e. Identification of the Contractor's staff member responsible for oversight of the QCP;
f. Identification of the Contractor's staff member responsible for functions associated with such oversight as well as authority in dealing with District contracts shall be identified; and
g. Allowance for simultaneous training sessions for mechanical, electrical and other equipment.

C.3.19.1.8 Job Descriptions

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

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

C.3.19.1.9 Training

The Contractor shall ensure that the Contractor's staff receives the appropriate training as described in Attachment J.15.

C.3.19.1.10 Standards of Conduct

The Contractor shall develop and maintain satisfactory standards of personnel and employee competence, conduct, appearance, and integrity, and shall take necessary disciplinary action with respect to staff, and all personnel providing work under this contract, as may be necessary. The Contractor shall ensure that the Contractor's staff do not disturb operations, remove papers on desks, open desk drawers or cabinets, or use District supplies, computers, telephones and/or office equipment except as authorized.

C.3.19.1.11 Security/Daily Attendance Record

The Contractor shall maintain daily attendance records of Contractor staff performing services under this contract. The Contractor shall maintain all

attendance records to include each staff member's name, hours worked, location worked and Facility assignment.

C.3.19.1.11.1 The Contractor shall ensure that subcontract employees shall identify themselves by providing appropriate information and their signatures as they enter and leave the building. The District requires all subcontract employees to sign in whenever they enter or leave the building, which includes during Hours of Operation, when providing Reimbursable Services, Deficiency Repair, or when providing any basic services. Subcontract Supervisors shall indicate their titles along with their signatures. The log, designed by the Contractor and acceptable to the District, shall be signed by all Contractor employees at the building entrance, and/or other location designated by the COTR. This log shall contain columnar line entries for such information as Date/Time of Arrival/ Departure, Hours Worked and type of work Performed. All employees shall make entries to the log on-site. There shall be no exceptions to this requirement. A copy of the daily sign-in/sign-out log shall be submitted to the COTR within five (5) calendar days of each month.

C.3.19.1.11.2 The Contractor shall ensure that every employee has a Contractor identification/building pass before the employee enters on duty; these passes differ from the Contractor issued passes to its employees in that the District shall furnish these passes in accordance with Protective Services Police Division (PSPD) policies and procedures in effect. The Contractor and the COTR shall authorize each pass issued. The Contractor shall ensure that all passes are returned to the COTR upon expiration of the contract, or when employees are dismissed or terminated.

C.3.19.1.11.3 The Contractor shall ensure that all employees, including subcontractor employees, display building passes at all times. For verification purposes, the COTR, or his/her designated representative, shall periodically compare passes issued to Contract employees with their personal and or employer issued identification.

C.3.19.1.11.4 The Contractor shall ensure that each employee has a Facility pass or ID badge, as required pursuant to procedures required by the Facility Manager.

C.3.19.1.11.5 The Contractor shall assure that all employees visibly wear their passes with them during duty hours. The District may periodically verify the passes of Contractor employees with their personal identification.

C.3.19.1.11.6 The Contractor shall make his employees available for production of photo identification badges on a schedule to be worked out with the District field office. The badges will be produced by the District, upon receipt of a favorable security report (see Section C.3.19.1.5.4),"Security Clearance Requirements"). Contractor shall remove all personnel who fail the District's security screening. Contractor employees will sign such ID badges at time of photography, if applicable. Employees shall not be permitted to begin work until badges have been issued.

The Contractor shall assure that all badges are returned to the COTR as employees are terminated and when the contract expires. The Contractor shall immediately notify the COTR of loss of a badge.

C.3.19.1.12 Communication

C.3.19.1.12.1 Mobile

The Contractor shall ensure key personnel and on-site supervisors, on-site technician(s), engineer(s), and the on-site janitorial and administrative supervisor(s), shall maintain local pagers, cell phones with e-mail capability and wireless messaging devices to allow contact by the District at all times. The Contractor shall ensure that the mobile service provider's signal strength is adequate for successful communication transmission (data and voice) throughout the Facility or radio communication for use in low signal strength areas within the building shall be used. The Contractor shall ensure the devices are technologically current and the devices assigned to key personnel and on-site supervisors, on-site technician(s), on-site engineer(s), and the on-site administrative supervisor(s), as appropriate, are compatible with SMARTDGS and any other operational software program used at the facility.

C.3.19.1.12.2 Tenant Occupant

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

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

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

Additionally, the Contractor shall furnish District pagers, cell phones (with e-mail capability) and wireless messaging devices related to the performance of this contract to its employees (contractor shall utilize such items in accordance with

general District policy and laws). This telephone system shall be used by the Contractor's on-site supervisors to instantly communicate with the Property Manager/Supervisor, COTR, and other parties twenty-four (24) hours a day, seven (7) days a week. Office and mobile telephone numbers shall be provided to the COTR five (5) days after contract award. In addition, on site staff shall have additional means of communication (Motorola "walkie-talkie", direct connect mobile phone feature) compatible with existing Building system, should certain areas in the building not have sufficient wireless reception.

C.3.19.1.13 Contractor Staff Readiness

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

C.3.19.1.13.1 School Readiness

Contractor shall be an active participant and take the lead role in the blitz readiness effort that occurs in August before the start of every school year. Readiness efforts include beautification efforts and repair and improvement efforts required prior to the return of Students and Staff. The contractor, through the COTR, shall coordinate with DGS Facilities Division team, government and other community volunteers for the successful execution of this effort.

C.3.19.1.13.2 Summer Camp Readiness

Contractor shall be an active participant and take the lead role in the blitz readiness effort that begins in April/May before the start of every summer camp season. Readiness efforts include beautification efforts and repair and improvement efforts required prior to the commencement of the District's Summer Camp Programs. The contractor, through the COTR, shall coordinate with DGS Facilities Division team, government and other community volunteers for the successful execution of this effort.

C.3.19.1.14 Payroll Records

The Contractor shall provide a certified copy of the Contractor's last payroll

prior Upon request in writing by the COTR, within five (5) working days, furnish to date of said request. The Contractor's payroll shall reflect payments for all

Contractors' personnel working under this contract during the payroll period. The COTR may request copies of any or all payrolls during the life of the contract.

C.3.19.2 Supplies, Materials and Equipment

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

C.3.19.2.2 The Contractor shall retain, display, and furnish all Material Safety Data Sheet (MSDS), as required by law, for any materials used in the performance of this contract. The Contractor shall make efforts to use recycled paper products and environmentally preferable materials.

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

C.3.19.2.4 The Contractor shall arrange for the installation, at his expense, of private business telephones and mobile phones, and furnish the COTR with a list of these numbers.

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

C.3.19.2.6 The Contractor shall in no way use materials and chemicals in a way that threatens the health or safety of District employees or disrupt tenant agency operations due to undesirable odors or fumes.

C.3.19.2.7 The Contractor shall provide all labor, materials, and equipment necessary for the protection of District personnel, equipment, furnishings, Facility, and Facility accessories (including but not limited to: parking lots and fences) from damage that may be caused by Contractor's negligence or other incident. Fixed items shall be removed, if necessary, and replaced in their original locations. Equipment, furnishings, Facility and Facility accessories damaged due to work performed by the Contractor under this contract, or under a purchase order placed to a subcontractor under this contract, shall be repaired or replaced to their original condition by the Contractor at no additional cost to the District.

C.3.19.2.8 The Contractor shall ensure all equipment is properly guarded and meets all applicable OSHA standards. For example, vacuum cleaners should meet the minimum requirements of the Carpet & Rug Institute's Green Label Program. Floor machines should be equipped with active vacuum attachments to capture fine particles. Filters should be replaced as necessary and in accordance with manufacturer's directions and specifications. If a piece of equipment is defective and needs repair, the Contractor shall immediately stop using the equipment.

Repair or replacement of defective equipment shall be made within forty-eight (48) hours.

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

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

C.3.19.3 Hours of Operations/Time of Work

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

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

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

C.3.19.3.4 The District recognizes the following holidays:

New Year's Day	Martin Luther King's Birthday
President's Day	Emancipation Day
Memorial Day	July 4th
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.3.20 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
C.3.1 Electrical Services			
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	10th 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
C.3.2 Mechanical Services			
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
C.3.3 Plumbing Services			
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	10th 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
C.3.4 Elevator, Lifts, and Escalators Services			
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
C.3.5 Energy Management Control System Services			
34		Reserved	
C.3.6 Fire Protection Services			
35	C.3.6.2.5	Fire System Tests	Within 24 hours of test or inspection
C.3.7 Architectural and Structural Services			
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
C.3.8 Operation Maintenance Repair and Improvement Services			
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
C.3.9 Snow Removal			
68	C.3.9.1.3	Excess Snow Removal Plan	Within 10 days of Contract Award
C.3.10 Custodial and Janitorial Services			
C.3.11 Landscaping Services			
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
C.3.12 Utility Companies Services			
76		Reserved	
C.3.13 Security, Telecommunication, and Tenant Building Systems Support			
77		Reserved	
C.3.114 Pest Control Services			
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
C.3.15 Locksmith Services			
80		Reserved	
C.3.16 Service Call and Tenant Environment			
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
C.3.17 Special Services			
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

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

C.3.19 Consolidated Maintenance Related Services			
88	C.3.19.1.5	Employee Documentation - Evidence that minimum qualifications described in C.3.19.1.2.4.1 are satisfied; - Resume; - References; - Training certifications; - License, certification, permits and evidence of bond, as required by the DC DCRA (Applicable Document #16) or any other applicable law; and - Security Clearance Requirements as described in C.3.19.1.5.4.	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 30th 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 Office of Finance and Resource Management (OFRM) with concurrent copies to the COTR specified in Section G.9 below. The address of OFRM is:

Name: Chanelle Hendrix
Address: Office of Finance and Resource Management (OFRM)
441 4th Street, NW Suite 890-N
Washington, DC 20001
Telephone: 202-727-0333

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

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

G.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 10th 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 l973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. §794 et seq.

H.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.

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.

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 21st of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:

H.9.3.1 The dollar amount of the contract or procurement;

H.9.3.2 A brief description of the goods procured or the services contracted for;

H.9.3.3 The name of the business enterprise from which the goods were procured or services contracted;

H.9.3.4 Whether the subcontractors to the contract are currently certified business enterprises;

H.9.3.5 The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

H.9.3.6 A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and

H.9.3.7 A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

H.9.4 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 thee (3) years after any resulting final termination settlement; and
b. The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

H.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 upon entering into a contract with the District shall obtain a performance bond in the amount of $1 million. The Contractor shall submit the performance bond to the Contracting officer within 10 days of contract award.

H.14.6.3 The Contractor shall obtain the bid bond and performance 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 alkalinic 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)
Category I	**Interior**		
	Architectural		
	a. Flat	50 g/l	0.42 lb/gal
	b. Non-Flat	150 g/l	1.25 lb/gal
Category II	**Exterior**		
	Architectural		
	a. Flat	100 g/l	0.83 lb/gal
	b. Non-Flat	200 g/l	1.66 lb/gal
Category III	**Anticorrosive**		
	a. Flat	250 g/l	2.1 lb/gal
	b. Semi-Gloss	250 g/l	2.1 lb/gal
	c. Gloss	250 g/l	2.1 lb/gal

H.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, 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 14th Street, NW, 8th 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 adderssing 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 $l,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the Contracting 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 www.ocp.dc.gov 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 www.ocp.dc.gov click on "Solicitation Attachments"
J.4	Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov click on "Solicitation Attachments"
J.5	Way to Work Amendment Act of 2010 - Living Wage Notice available at www.ocp.dc.gov click on "Solicitation Attachments"
J.6	Way to Work Amendment Act of 2010 - Living Wage Fact Sheet available at www.ocp.dc.gov click on "Solicitation Attachments"
J.7	Tax Certification Affidavit available at www.ocp.dc.gov click on "Solicitation Attachments"
J.8	Cost/Price Certification and Data Package available at www.ocp.dc.gov click on "Solicitation Attachments"
J.9	Building Information for Dunbar and Cardozo Senior High Schools
J.10	Major Equipment List
J.11	Subcontracting Plan Available at www.ocp.dc.gov click on "Solicitation Attachments"

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

Please see 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 up to two contracts 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-13-NC-0159 "Consolidated Maintenance Services for Dunbar Senior High School and Cardozo Senior High Schools".

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

L.2.1 GENERAL PROPOSAL REQUIREMENTS

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

2. Identification of the Offeror's authorized representative, the representative's title, phone number and e-mail address
3. Identification of the Offeror's Contact Person for the proposal, if different from the representative; the Contact person's address, phone number, and e-mail address
4. Description of the Offeror's organization
5. A statement affirming the Offeror's acceptance of the contract provisions as described in Sections A – K including the Standard Contract Provisions of the solicitation; and
6. Signature of an authorized representative of the Offeror's organization.

b. Table of Contents - The Offeror's Technical and Price Proposals shall include a Table of Contents providing the page numbers and location for each section and subsection of the Offeror's proposal as described in Section L.2.2.

c. The original Technical and Price proposals shall be single-sided; copies may be double-sided

L.2.2 TECHNICAL PROPOSAL

L.2.2.1 Relative Experience and Past Performance of the Firm

a. Identify buildings of similar size, type and complexity for which your company has performed similar facility operations work as the Prime Contractor. List buildings within the last five (5) years of similar size, type, complexity and contract scope consistent with the description(s) of the facilities included in the RFP. The Offeror shall provide the following information for each similar facility:

1. Name, location and owner of facility
2. Cleary 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 Thursday July 11, 2013. 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 **4:00 PM June 28, 2013**. The District will not consider any questions received after 4:00 PM June 28, 2013. 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 4th Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

L.9 SIGNING OF OFFERS

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

L.10 UNNECESSARILY ELABORATE PROPOSALS

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

L.11 RETENTION OF PROPOSALS

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

L.12 PROPOSAL COSTS

The District is not liable for any costs incurred by the offerors in submitting proposals in response to this solicitation.

L.13 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS

In addition to other proposal submission requirements, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code §2-534, in order for the District to comply with §2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under §2-534(a)(1).

L.14 RESERVED

L.15 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter, telegram or e-mail from an authorized negotiator. The District must receive the acknowledgment by the date and time specified for receipt of proposals. An offeror's failure to acknowledge an amendment may result in rejection of its offer.

L.16 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the CO determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify contractor selection and award based on the best and final offers received. If discussions are reopened, the CO shall issue an additional request for best and final offers to all offerors still within the competitive range.

L.17 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.17.1 Name, address, telephone number and federal tax identification number of offeror;

L.17.2 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.17.3 If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.18 FAMILIARIZATION WITH CONDITIONS

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.19 GENERAL STANDARDS OF RESPONSIBILITY

The prospective contractor must demonstrate to the satisfaction of the District its capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit the documentation listed below, within five (5) days of the request by the District.

L.19.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.19.2 Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

L.19.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L.19.4 Evidence of compliance with the applicable District licensing and tax laws and regulations.

L.19.5 Evidence of a satisfactory performance record, record of integrity and business ethics.

L.19.6 Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

L.19.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

L.19.8 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.

L.20 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on Tuesday, June 18, 2013 at 10:00 am (EST) at 2nd Floor, Community Room, Reeves Center, 2000-14th Street, NW, Washington DC 20009. Prospective Offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose for the conference is to provide a structured and formal opportunity for the District to accept questions from Offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending Offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the Department's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than 4:00pm June 28, 2013 in order to generate an official answer. Official answers will be posted on the DGS website at www.dgs.dc.gov.

L.21 SITE VISIT

Potential offerors are encouraged to attend a site visit that will be held on Tuesday, June 18, 2013 immediately following the pre-proposal. Both sites are under construction and you must bring/wear all appropriate safety gear (hat, shoes, goggles, vest, etc.)

SECTION M
EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

The contract will be awarded to the responsible offeror (s) whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

M.2 EVALUATION CRITERIA

M.2.1 TECHNICAL PROPOSALS

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

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

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

M.2.1.2 Relative Experience of Key Personnel – 15 POINTS

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

M.2.1.3 Building Management and Operation – 30 POINTS

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

M.2.2 PRICE – 30 POINTS

In general, the Department will consider a proposal non-responsive if the Offeror's price is greater than 150% of the median price submitted by other Offeror's. The Department reserves the right to deem a proposal non-responsive if Offeror's price is greater than 150% of the independent government estimate.
This element of the evaluation is worth up to thirty (30) points.

M.2.3 PREFERENCE POINTS -12

Preferences points awarded as stated in Section M.4.

M.2.4 TOTAL POINTS - 112

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

M.3 EVALUATION OF OPTION YEARS

The District will evaluate offers for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

M.4 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

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

M.4.1 APPLICATION OF PREFERENCES

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

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

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

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

M.4.1.4 Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.

M.4.1.5 Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.

M.4.1.6 Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.

M.4.1.7 Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the VOB in response to this RFP.

M.4.1.8 Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

M.4.2 MAXIMUM PREFERENCE AWARDED

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.4.3 PREFERENCES FOR CERTIFIED JOINT VENTURES

When DSLBD certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.4.4 VERIFICATION OF OFFEROR'S CERTIFICATION AS A CERTIFIED BUSINESS ENTERPRISE

M.4.4.1 Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The contracting officer will verify the offeror's certification with DSLBD, and the offeror should not submit with its proposal any documentation regarding its certification as a certified business enterprise.

M.4.4.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 970N
Washington, D.C. 20001

M.4.4.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.5 EVALUATION OF PROMPT PAYMENT DISCOUNT

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

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