

ATTACHMENT A

Form of Contract

Form of Contract

**AGREEMENT FOR
SECURITY GUARD SERVICES
DCAM-14-NC-0132**

THIS AGREEMENT FOR SECURITY GUARD SERVICES ("Agreement") is entered into by and between the District of Columbia government acting by and through its **DEPARTMENT OF GENERAL SERVICES** ("Department") and **[INSERT CONTRACTOR NAME]** ("Contractor").

WITNESSETH:

WHEREAS, the Department issued a Request for Proposal to engage a contractor to provide security guard services for thirteen (13) District of Columbia public facilities in Sector 2.

WHEREAS, the Contractor submitted a proposal in response to the Request for Proposal, and the Department wishes to engage the Contractor to provide the requested services.

WHEREAS, the Department desires that the services be provided from date of award and expire one (1) year thereafter.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the sufficiency and adequacy of which is hereby acknowledged, the parties to this Agreement agree as follows:

Agreement:

Section 1.1 General Scope of Work & Intent of Contract. Subject to the terms and conditions of this Agreement, the Contractor shall provide all of the necessary labor, equipment, and materials including uniforms, communication devices and weapons, and other items necessary to perform the required security services at the Sector 2 locations listed on Attachment _____ throughout the Contract term.

Section 1.1.1 The Contractor's employee's duties shall include, but are not limited to following the Post Orders at each assigned post, making rounds on foot or by motor vehicle and escorting staff members and visitors throughout the building(s) when necessary. Duties shall also include screening persons and packages, verifying identification/credentials, and other items both electronically and physically, as well as assisting visitors and government clients with directions and information. Guards shall respond to alarms that are dispatched by PSD's Communication Center and shall provide the location.

Section 1.1.2 The duties for each assigned post will include Post Orders that have performance requirements of that particular duty station. The Contractor shall ensure Post Orders are adhered to at all times. Any deviation from the Post Orders requires a written confirmation of permission from the Contracting Officer's Technical Representative (COTR). In general the Contractor shall provide, operate, manage, and maintain a uniformed protective security force for

the physical protection of the District Government's leased and/or owned facilities in Washington, D.C.

Section 1.1.3 Of major importance within this area of responsibility is the need for highly qualified and trained personnel working interchangeably within and between all District facilities they are assigned to protect and secure. Guards shall deter unauthorized, illegal, or potentially life-threatening activities directed toward District Government employees, visitors, information, programs, and property.

Section 1.1.4 The Contractor shall also provide management, supervisory, administrative, professional and technically trained personnel, as well as training, uniforms, equipment, materials, and supplies necessary to perform routine and emergency protective security services. This includes armed and unarmed guard services, access, traffic and parking control, and security surveillance.

Section 1.1.5 In addition, the Contractor shall provide replacement or substitute equipment and staffing to perform all required services at all times.

Section 1.2 **Contractor's Operations and General Requirements.** At all times while this Agreement is in effect, the Contractor shall comply with the following requirements:

- a. The Contractor shall monitor the security services provided by conducting random quality assurance inspections of all guards and posts. Three (3) PSD quality assurance failures, occurring within any six (6) month period at the same facility, will be considered a material breach of this contract. Upon such breach, the COTR may, at his sole discretion, remove the Contractor from the facility, either temporarily or permanently, and/or replace the Contractor with another Contractor, or other PSD Personnel.
- b. Post Orders shall be used by Contractor employees as required procedures to address specific security concerns at a particular facility. The COTR may modify, amend, or revise the Post Orders to change shift duties, start and stop times, and post locations provided the change is within the scope of the current contract and does not require a written modification.
- c. The Contractor shall prevent and report any and all safety and security risks to the COTR / (PSD's Communication Center) or his/her designated Point(s) of Contact (POC). Risk may include, but are not limited to damage, pilferage, removal, misuse, larceny, theft, or any other improper or unlawful threats, or disposition of, District or personal property.
- d. The Contractor shall control entry and egress access by screening persons and packages. The Contractor shall verify identification/credentials coming into and going out of District Government buildings to ensure that no unauthorized or illegal property is brought into or removed from such locations.

- e. The Contractor shall provide protection and security services, which may include escorting staff members and visitors throughout the government facility when necessary.
- f. The Contractor shall ensure that all Contractor personnel are in full uniform and ready to begin work promptly at the start of the work shift and remain on the job in full uniform at their assigned posts until the end of the full tour of duty or until properly relieved.
- g. The Contractor shall respond as necessary to support other life safety duties as identified in Post Orders and Standard Operating Procedures.
- h. The Contractor shall assist with incident investigations.
- i. The Contractor shall report immediately to the COTR / PSD's Communication Center or Building Manager all potentially hazardous conditions and items in need of repair, such as inoperative lights, locks, security hardware, broken or slippery floor surfaces, and blocked emergency routes or exits.
- j. The Contractor shall provide assistance as directed by the COTR / (PSD's Communication' Center) in any other emergency incident or situation.
- k. Guards, who have placed an individual under arrest, must immediately alert his/her supervisor and the PSD Headquarters Desk Operation Center, and the Metropolitan Police Department (MPD) of the District of Columbia.
- l. Guards must also request transportation support to a MPD facility for processing when necessary.

Section 1.3 Staffing and Post Assignments

- a. The Contractor shall assign a Project Manager (PM) to be responsible for the coordination and completion of all contract administration and reporting required under this contract. The PM shall be able to communicate in English, demonstrate proficiency with a computer and basic computer applications such as Microsoft Office. The PM shall possess a working knowledge of security procedures, have the authority to assign and reassign Contractor personnel and be available for consultation by telephone or text messaging at all times. The PM shall also be available for meetings and/or consultations 24 hours a day, seven (7) days a week. The PM shall also ensure that all calls or requests received from the COTR are responded to within ten (10) minutes.
- b. The Contractor shall provide manpower to cover all posts and duty hours. No employee of the Contractor shall provide more than twelve (12) hours of service on one (1) or more PSD contracts in a twenty-four (24) hour period unless the work periods are separated by an eight (8) hour non-duty periods. This limitation

may be waived by the COTR if there is an emergency, severe weather, civil disturbance, or other unusual events. The Contractor shall obtain written confirmation of a waiver from the COTR for each instance.

- c. The Contractor shall only assign employees, who meet the minimum qualifications as outlined below;
 - (i) Have received the minimum training specified
 - (ii) Have received orientation as specified ; and
 - (iii) Have received their valid commissions or certifications, proper uniforms, and the equipment required to perform as defined in the contract.
- d. The Contractor's employees shall report for duty on time, in full uniform and equipped with all the necessary security equipment mandated herein and as designated by the Post Orders. Any employee violating this section shall be removed from his/her post until they are in compliance with the terms of this section. The Contractor will also be liable for liquidated damages.
- e. The Contractor shall ensure that, immediately upon reporting to a facility for duty, each employee records their name, the date and time of arrival in the Activity Log Book. Also, at the end of the tour, each employee shall record the time of departure in the same log book that they signed upon arrival. Finally, the Contractor shall ensure that employees also record in the log book, any equipment received on post and any reports/incidents passed down on their tour of duty. In the event that the PSD implements an automated or electronic system to replace the Log Book, the Contractor's employees shall utilize this new process instead.
- f. In order to cover for employees who are late reporting for work or who cannot report due to sickness or personal emergency, the Contractor shall provide a number of employees greater than that required for full staffing of all assigned work locations, and hold these in reserve to substitute for employees who call in late or who fail to report for duty. Initially this oversupply shall be set at a minimum of ten (10) percent of the total number of guards per shift; this percentage may be adjusted in consultation with the COTR as necessary during the term of the contract. Failure to comply with this clause, or when a lapse in coverage occurs, will result in the Contractor being liable for liquidated damages in accordance with Section B.34 of the RFP.
- g. If during a site inspection, it is determined that a Contractor's employee assigned to a post does not meet the requirements as outlined in District of Columbia Municipal Regulations, Title 6A of this contract, or the Post Orders, or if a post is otherwise not covered or vacant, the post will be considered unmanned. The COTR will issue a written notification to the Contractor and liquidated damages will be assessed in accordance with Section B.34 of the RFP.

- h. Any requests received by the Contractor's employees to perform duties not requested by the COTR, shall be referred to the COTR or, if after hours, to the PSD, Command and Control Center (CCC) at 202-727-8031. The CCC is located at 1350 Pennsylvania Avenue, NW and/or 64 New York Avenue, NE and is in operation 24 hours a day, seven days a week. If the requests are deemed appropriate, the COTR shall have instructions prepared in writing and forwarded to the PM with the date and time associated with the request and approval. Thereafter, the Contractor shall ensure that the approved request is fulfilled. These requests do not include changes that require written modifications to the contract and prior approval from the Contracting Officer, (changes that impact quality, quantity, or cost).
- i. The Contractor shall ensure that relief guards relieve other security employees at their assigned posts for breaks. Each security employee shall receive a break of one half-hour (1/2 hour) each day. The relief guard shall have the same qualifications as the guard being temporarily replaced, and shall take full and complete charge of the duties from the employee he or she relieves, including all Post Orders, the Activity Log Book, and any equipment maintained at the post.

Section 1.4 Additional Guards

- a. The District Government reserves the right to add additional guards and new locations (or decrease guards and locations) to any City Wide Security services if requirements change. Request for additional security coverage shall be provided in writing (24) hours in advance. The Contractor shall provide the appropriate security personnel within twenty-four (24) hours after receipt of notice for additional guards unless otherwise directed by PSD. This coverage shall be billable at the hourly rates set forth herein.
- b. In deciding the established sector to which new locations may be added the CO shall consider such factors as agency alignments, geographical location of a new facility, size of the sector to which the new location is to be added and number of locations in the sector compared to other sectors. Another factor is the past and existing service performance of the Contractor and the Contractor's resources. Notwithstanding the above, the CO shall add new locations and additional guards based on what is in the best interest of the District.

Section 1.5 Contractor's Employee's Appearance

- a. The Contractor's employees shall perform all contract functions in full uniform until the end of their full tour of duty or until properly relieved.
- b. The Contractor shall submit within three (3) days after being requested by the COTR, a copy of its dress code, grooming standards and a recommended Security Officer Management Branch, (SOMB) (DCRA) approved uniform. Suggested uniforms and equipment should include items such as: shirts, trousers, ties, blazers,

name tag, gloves, jacket, socks, shoes, handcuffs, flashlights, badges, caps, coats, raincoats, rain boots, belts and other items as deemed necessary by the Contractor. PSD will have the right to approve the uniform.

- c. The Contractor shall furnish and maintain properly fitted uniforms and equipment in accordance with uniform and equipment approval received by Contractor from PSD, COTR, SOMB. Any disagreement regarding application of the standards relating to uniforms and equipment shall be referred to the PSD COTR.

Section 1.6 Contract Compliance

The Contractor shall ensure that all management and supervisory personnel fully understand contract compliance requirements and adhere to said requirements.

Section 1.7 Workforce Scheduling

- a. All deployment schedules shall be provided to the COTR monthly, and immediately upon posting any changes. PSD/COTR reserves the right to ask for changes in the work schedules at any time with reasonable lead-time (48 hours) for the requested modifications. All schedules, at minimum, must reflect the name, location, and tour of duty for the upcoming month by the 15th of the current month. In addition, the schedule must reflect the breaks and lunch periods for all employees in addition to the name, location and tours of duty for the relief officer(s) who will cover the break for the scheduled tour of duty officer(s).
- b. The Contractor shall provide to the COTR or his/her representative, on a daily basis, certification that all posts are covered by 8:30 a.m.
- c. The Contractor shall maintain Post Orders and Security Orders, including all updates and information required to be inserted in the orders. The Contractor shall update the orders when necessary and provide copies for use by all Contractor employees within (2) two business days of any changes.
- d. At each fixed post, the Contractor shall maintain the Post Orders and Security Orders in a separate loose-leaf binder. The binder will contain only duty instructions pertinent to that specific post. Upon receipt of written approval of PSD, the Contractor shall post proposed changes in the security orders or Post Orders and the updates thereof.
- e. The Contractor shall distribute and abide by the approved orders. Except for emergencies, no deviations from Post Orders shall be made. The Post Orders shall define the basic work to be performed at each post including the exact hours of duty, the time, location, and movements of roving patrol posts, in addition to detailed specific responsibilities for each fixed post.

- f. The Contractor shall provide Temporarily Assigned Staff (TAS) as needed. The COTR will notify the Contractor twenty-four (24) hours in advance if there is a need to increase staffing. However, as few as four (4) hours (or less) notice may be provided in exigent circumstances.

Section 1.8 Will Call Post

Will Call Posts are those locations that require the Contractor to fill a post with less than a four (4) hour notice. The assignment shall not exceed forty-eight (48) hours in duration without advance written permission from the COTR. Any request for security services that exceed 48 hours will be considered additions to the contract and shall be billed at current fixed hourly rates set forth herein.

Section 1.9 Seasonal Posts

Seasonal posts are those locations that do not fit the abbreviated time frame and short notice period of Will Call Posts, and thus are not covered by contract employees on a regular basis under this contract. Will Call Posts may be converted to Seasonal Coverage at the direction of the COTR. When security services are required at additional locations in excess of the 48 hours, and do not require coverage for an entire year but must be covered, the post is considered to be a "Seasonal Post". Season coverage services shall be paid for at the current hourly rate for the type of employee detailed to the Seasonal Post. An example of seasonal coverage may include coverage at a District run swimming pool from May through September.

Section 1.10 Minimum Qualifications for Personnel

- a. The Contractor shall not assign any personnel to this contract that has been convicted of any domestic spouse abuse charge, any felony or misdemeanor, with the exception of minor motor vehicle infractions.
- b. Contractor's personnel shall have demonstrated a stable employment history; possess superior references; have the ability to successfully perform under duress; excel in oral and written communication skills in the English language; speak articulately; efficiently comply with verbal or written directives; deal diplomatically and compassionately with the public; work with minimum supervision; and have demonstrated the ability to follow directives consistently.
- c. The Contractor shall be responsible for maintaining satisfactory standards of employee competency, appearance, and integrity, and shall be responsible for taking action to ensure that contract employees maintain such standards. All Contractor employees shall be citizens of the United States of America, or authorized to work herein.
- d. The Contractor shall ensure that all employees assigned to the contract are in good general physical and mental health without physical or mental defects or

abnormalities that would interfere with the full performance of their duties. Evidence of physical and mental fitness shall be determined by passing a physical examination, including an illicit drug screening exam administered by a licensed physician during the PSD, SOMB certification/commissioning process. The certification is currently performed by SOMB upon initial request for a commission and annually thereafter (Subject to change by MPD 20 Licensing Regulations). The SOMB is located at 2000 14th Street, NW, Washington, DC, 20007.

- e. Additionally, to be eligible to perform under this contract, employees shall possess the following:
 1. Security Guard - shall possess a high school education or GED and have two (2) years' experience of demonstrated security guard experience.
 2. The ability to meet and deal successfully with the general public and to read, write and speak the English language fluently;
 3. The ability to read, understand, and apply printed rules, detailed orders, instructions, and training materials;
 4. The ability to maintain poise and self-control under duress.
 5. The ability to construct and write clear, concise, accurate and detailed reports in English.
 6. The ability, skill and knowledge to properly utilize X-Ray Machines, Magnetometers, "Wands" and other hand-held electronic detection devices. To detect contraband, weapons and any other illegal, destructive or incendiary devices, whether on the person or secreted within packages, bags, cases or other containers that are carried, possessed or under the control of persons entering the facility to which they are assigned.
 7. Commissioned Special Police Officer, Unarmed --Shall include the qualifications set forth in this section and, in addition, the qualifications stipulated in the most recent version of the District of Columbia Municipal Regulations, Title 6A and the Enhanced Professional Security Amendment Act of 2006 and maintaining a current Commission.
 8. Commissioned Special Police Officer, Armed – Shall include the qualifications listed in this section , and shall be required to be proficient in the use and safe handling of a firearm as evidenced by a valid armed Special Police Officer's Commission and training documentation provided to the COTR.
 9. Relief Guards – Relief guards shall be qualified to relieve Security Guards Armed and Unarmed, Commissioned Special Police Officer, Unarmed

or Armed. Minimum Qualifications shall include the qualifications listed in this section depending upon the post.

Section 1.11 Training

- a. The Contractor shall be responsible for training all employees performing under this contract.
- b. The Contractor shall ensure that all employees performing under this contract have completed the 50-hour Basic training Curriculum prior to assignment. Rosters of individuals to be assigned to the District having completed training, (to include such information as a list of courses completed and dates of completion) shall be submitted to the COTR during the transition period and prior to any new personnel being assigned.
- c. New employees hired by the Contractor shall not report for duty until this training has been completed. All training materials shall be submitted to the COTR, or his designee, for review and approval prior to use. In addition, all changes to approved materials shall be presented to the COTR for approval prior to their use.
- d. The COTR shall also approve each new employee's start date and reserves the right to attend and inspect training sessions periodically, announced or unannounced. The COTR may request to see a course schedule for a six (6) month period. Basic Training shall be repeated annually, (every twelve (12) months) for each employee working under the contract.
- e. The Contractor shall only use persons who are certified as qualified instructors. Qualified instructors are those who have received a certificate to instruct the specific subject issued by an accredited institution of learning (school, college, and university), a Governmental organization, or an educational certification.
- f. Qualifications may also be validated by documentation that the person instructing has sufficient authoritative, practical, and current experience in the subject matter. The Contractor shall provide a copy of an instructor's resume to the COTR upon request.
- g. The Contractor shall ensure that all employees complete 40 hours of supplemental training annually. Special Police Officers, or Guard IIs, shall receive an additional 9 hours of basic training. Supervisors shall receive 16 hours of additional supervisory training.

Section 1.12 Basic Training Curriculum

The Contractor's Basic Training Program shall include at minimum the following courses:

Course Title	Minimum Number of Hours
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Introduction to Protective Services Division	0.5 hr.
Conduct on Duty	1.0 hr.
Uniforms, Equipment and Grooming	1.0 hr.
Post Orders	1.0 hr.
Ethics	1.0 hr.
Introduction to DC Government	1.0 hr.
Report Writing	2.0 hrs.
Alarm and Video Monitoring	1.0 hr.
Patrol Techniques	1.0 hr.
Magnetometers, X-rays and Screening Equipment	2.0 hrs. Shall include 2 hours practical, "hands-on" training
Arrest Procedures and Transportation (SPOs only)	2.0 hrs.
Search, Seizure and Detention (SPOs only)	1.0 hr.
Use of Force	2.0 hrs.
Court Preparation and Appearances	0.5 hr.
Observation and Description Techniques	1.0 hr.
Preservation of Evidence	0.5 hr.
Criminal and Civil Law	3.0 hrs.
Sexual Harassment	1.0 hr.
Diversity	1.0 hr.
Drugs and Alcohol	1.0 hr.

Officer Manual	2.0 hrs.
Bomb Threats	2.0 hr.
Civil Disobedience	1.0 hr.
Conflict Resolution/Public Relations	2.0 hrs.
Mental Health	1.0 hr.
Customer Services including Breast-Feeding & Sexual Discrimination	2.5 hrs.
First Aid/CPR, including infant CPR	16 hrs.
Identification / Verification (process, procedures.	1 hr.

Section 1.13 Firearms Training

The Contractor shall be bound by the regulations promulgated by the MPD, SOMB, and codified in DCMR Title 6A, Chapter 11, for firearms training curricula and successful completion thereof. Proof of satisfactory completion of firearms training shall be provided to the COTR on an annual basis, and whenever new employees are selected for work under the contract. The COTR may request the names and credentials of each training instructor and request the physical location of each training site.

Section 1.14 Job Orientation

The Contractor shall ensure that employees who are assigned to work at any District Government location other than Department of Behavior Health (DBH) location, completes a four (4) hour on-site orientation. Orientations shall be scheduled immediately after contract award and will be conducted by the COTR or a designated DBH official. Orientations are conducted to familiarize Contractor's employees with the physical layout of the location by means of a walking tour. This includes all building entrances, exits, fire doors, stairwells, mechanical rooms, etc. All employees hired after the start of this contract will also be required to attend an Orientation before starting work.

The Contractor shall schedule the orientations with the COTR. Orientations shall be conducted only by PSD personnel, Building Managers, Contractor supervisory personnel, or an experienced site officer of the Contractor approved to provide orientations in writing by the COTR. The Contractor shall also provide a building orientation report for each employee that has successfully completed the on-site orientation, within 48 hours, to the COTR.

Section 1.15 Reports, Files, and Records

The Contractor shall maintain personnel files for all employees under the contract. The personnel files shall contain all required documentation necessary to validate the qualifications, licensing and evidence of required training for each employee. These files shall be readily available for inspection within 2 hours of an advanced notice.

Contractor's Maintenance of Each Employee's Personnel Files – Format and Content

1. The personnel file jacket shall contain, but not be limited to, the following records:
 - a. Copy of current criminal history record;
 - b. Current security officer license for Guard I and SPO license for Guard II and other employees specified in the contract;
 - c. Copy of U.S. Passport or other identification indicating U.S. Citizenship;
 - d. Copy of high school diploma or GED;
 - e. Copy of valid driver's license (for those employees who are required to drive a vehicle under the contract);
 - f. Copy of driving record for the past three years (for those employees who are required to drive a vehicle under the contract), documenting no driver's license suspension or conviction for a criminal traffic offense within the past three (3) years;
 - g. Copy of training and testing records indicating that the employee completed and passed all training requirements and tests;
 - h. Copy of first aid/CPR certificate;
 - i. Copy of company disciplinary records, if any; and
 - j. Name and contact information for an emergency contact.
2. The medical file shall include, but not be limited to, the following items:
 - a. Copy of pre-employment physical examination;
 - b. Copies of all drug testing program reports, including results of pre-employment drug screening, random drug screening, and reasonable suspicion screening; and
 - c. Copy of a psychological screening, if any, attesting to the employee being free of any judgment of incompetence.

The Contractor shall continuously maintain the files and allow PSD to inspect the files without notice at any time.

PSD shall schedule an independent inspection of personnel files 30 business days after contract award and every six months thereafter for the duration of the contract. PSD and the Contractor shall mutually agree on the independent inspector. The cost of such inspection shall be at the expense of the Contractor. Audits of employee files shall verify that the personnel records contain all documentation required to validate the qualifications of the Contractor's employees employed on this contract. The Contractor shall deliver the audit report to the COTR within one week of its completion.

Section 1.16 Uniforms

The Contractor shall ensure all personnel working under the contract wear a uniform, provided by the Contractor, which complies with all requirements contained in the "Enhanced Professional Security Amendment Act of 2006". The uniform shall be clean and in good repair. Shoes shall be made of leather, have hard soles, and be shined and also in good repair.

Section 1.17 Removal of Contractor Personnel

- a. The Contractor shall not allow continued work by, or assign work to, employees deemed unfit to perform contract responsibilities. In situations deemed appropriate the COTR, may direct the Contractor to remove an employee from a facility and replace that employee a replacement with no lapse in coverage.
- b. The Contractor shall ensure that its employees do not engage in the following, to include, but not limited to:
- c. Falsification or unlawful concealment;
- d. Removal, mutilation, or destruction of any government property, including official documents or records;
- e. Disorderly conduct, including the use of abusive or offensive language;
- f. Disruptive behavior or activities while on post;
- g. Theft, vandalism, immoral conduct, or any other criminal activity; or
- h. Misuse or mishandling of weapons.
- i. The Contractor shall be responsible for ensuring that all employees comply with all directives issued by the COTR. In addition, the Contractor shall maintain satisfactory standards of employee competency, conduct, appearance and integrity, and shall be responsible for taking such disciplinary action as is deemed necessary with respect to its employees.

- j. The Contractor shall be required to dismiss employees that engage in any of the violations listed above within a timeframe ranging from “immediately” to “within a week,” as specified by the COTR. Any employee dismissed shall not be eligible to work under this contract.
- k. PSD reserves the right to request drug screening tests when it suspects a Contractor employee may be under the influence. In such events, the employee can only be returned to a PSD site upon the Contractor’s submission of a clean drug test.

Section 1.18 Building Security Log Report Entries

- a. The Contractor shall ensure all employees make appropriate entries in the Activity Log book or automated system when implemented, located at each post. Log entries shall include, but not be limited to: name, date and time of each employee’s arrival on duty; date and time of departure from duty; and date and time of observance of any untoward activity, including, criminal offenses, accidents, injuries to persons, damage to property and complaints. In addition, the Contractor shall report any incident or occurrence involving one of its employees and a government employee, or one which causes a contract employee to take any kind of security-related action, to the PSD CCC. Reports shall be submitted immediately or no later than 30 minutes after any such incident or occurrence takes place.
- b. The Contractor shall contact the PSD CCC to report incidents, unusual occurrences, or to obtain additional instructions or clarification of previously issued instructions.
- c. The Contractor shall document irregular or unusual activities by completing a written Incident Report in the Activity Log Book or, if directed by the COTR, document the occurrence by other means.
- d. The Contractor shall make available all Activity Log Books, Incident Reports, or PSD arrest reports to the Watch Command or the COTR upon request.
- e. The Contractor shall scan documentation of all Activity Log Books, Property Passes, or other pertinent documentation and provide scanned documents to PSD. Copies of the scanned documents shall also be kept at PSD Posts for a six month period. The documents shall include the title of each occurrence, post location and to/from date of the documentation if applicable.

Section 1.19 Investigations

The Contractor shall assist and cooperate in investigations deemed appropriate by the

COTR, including, but not limited to: criminal offenses, accidents, injuries to persons, damage to property, and complaints within the parameters defined in the Post Orders for that particular facility, undertaken by the District Government, PSD, or MPD. District Government officials shall have the option of examining the site of any accident or incident immediately following its occurrence to determine the cause of such accident or incident, the degree of personal injuries, the damage to District Government-owned property, and any other pertinent information. In order to accomplish this, the Contractor shall provide District Government officials, PSD personnel, and other law enforcement agency, express authority to question any persons having knowledge relative to, or present when such accident or incident occurred. This includes employees and agents of the Contractor and all subcontractors, if any.

The Contractor shall also provide testimony and information for hearings and litigations as needed.

Section 1.20 Meetings

- a. The Contractor's PM shall meet with the COTR on a weekly basis, or a frequency deemed necessary by the COTR. These meetings are mandatory. The date and time of the meeting will be set by the COTR who will provide as much advance notice as possible.
- b. The first meeting will be held within five days after contract award. Also, a post award meeting will be held, between the COTR, Department of Behavior Health (DBH) and the Contractor's key personnel. The Contractors' supervisory personnel may be asked to attend, and a representative from DGS' Contracting and Procurement Division may also attend to discuss contractual issues. In addition, any user agency may attend meetings periodically to address issues involving their facilities.
- c. A 24 hour notice is required if the Contractor needs to reschedule a scheduled meeting. The COTR will approve the request to reschedule a meeting and will notify the Contractor of the rescheduled date and time.

Section 1.21 Specific Requirements for Disability and Mental Health Agencies

- a. The Contractor shall direct employees who are assigned to Department of Disability Services (DDS) to be interviewed prior to being deployed to any Disability or Mental Health agency. The Contractor shall be required to submit an application to the COTR or a DDS staff member.
- b. The Contractor shall provide the name, address and telephone number of their PM, to the COTR or DDS representative at the post-award meeting to be scheduled prior to contract inception. The PM shall also be required to meet with a designated DDS staff member every Friday, or a frequency determined by the COTR, for an assessment of the previous week's security issues.

- c. One week prior to the start date of the schedule, the Contractor shall submit a work schedule every two (2) week to the designated DDS staff member. A copy shall also be provided to the COTR.

Section 1.22 Department of Behavioral Health (DBH) Orientation

The Contractor shall ensure that its employees participate in an eight (8) hour orientation session, to be conducted by DBH staff. Following this initial orientation, the Contractor shall assume responsibility for the orientation of new staff members.

Section 1.23 Use and Care of Government Furnished Equipment

All equipment shall be tested at the beginning of each shift and as specified by the Post Orders. The District will be responsible for the repair and maintenance of government-furnished equipment (such as x-ray machines), except where the damages sustained resulted from negligence by the Contractor's personnel, in which case, the Contractor shall be liable for repair or replacement of equipment. The Contractor shall notify the COTR within ten (10) minutes of any malfunctioning District owned equipment, and the COTR, at his discretion, may establish alternate directives for any malfunctioning equipment.

The District will provide telephones deemed necessary to conduct official business under this contract. The Contractor shall be responsible for payment of all unauthorized or toll phone call charges.

The District shall provide all keys/access cards necessary for the Contractor to perform its duties. The Contractor shall strictly enforce key control and shall be responsible for all costs incurred for re-keying or reprogramming when contract employees loose controlled keys/access cards.

The Contractor shall not use District phones, copiers, fax machines, or vehicles except in the performance of official Government business under this contract.

The District will not be responsible for any loss, theft, or damage of Contractor -owned equipment or supplies stored or maintained for this contract.

Section 1.24 Quality Control Plan (QCP)

The Contractor shall submit a detailed QCP to the COTR for approval within fifteen (15) days after contract award. The QCP shall include, but not be limited to the following:

Identification of Quality Control Monitors (QCM) assigned and evidence of their qualifications.

A description of the type, level, and frequency of inspections performed by the Contractor QCM. Inspections shall be conducted as frequently as necessary to ensure effective performance by the Contractor. While the Contractor may perform more inspections than are

required in the QCP, in no event shall the Contractor perform fewer inspections than required by the Plan. Quality Control Inspection Checklists shall include, inspections of equipment, uniforms and appearance, attendance and sign in/out procedures, knowledge of and adherence to Post Orders, knowledge and adherence to screening equipment operating procedures, possession of training certifications, and overall contract performance.

Under no circumstances shall individuals appointed as QCM serve as uniformed employees working under this contract. The COTR will have the right to inspect the QCM personnel records or certified timesheet to ensure contract compliance.

The Contractor shall prepare Quality Control Inspection Reports and submit them to the COTR quarterly or more frequently upon request.

The Contractor shall notify the COTR of any problems or deficiencies noted during an inspection and shall inform the COTR of all actions taken, or planned, to resolve the problems. If the Contractor's performance indicates that additional quality control measures are needed, the Contractor and COTR shall meet with the CO to discuss the Contractor's performance, QCP, and any other areas of concern regarding the contract. Through the CO, the COTR may request that the Contractor take additional steps to improve both the overall performance of the Contractor and adherence to the QCP.

The District shall consider the Contractor's adherence to its stated QCP during annual performance evaluations. Failure by the Contractor to adhere to its stated QCP may result in contractual actions taken by the District which may include: liquidations based on infractions, contracting with another vendor to cover a particular post; or if persistent problems occur, termination of the contract for default.

The COTR reserves the right of the District to conduct its own quality assurance inspections. Such inspections will be similar in scope, but not limited to, those inspection requirements listed herein. The COTR may provide the Contractor with a written quality assurance policy. Three (3) instances of failure to meet the minimum in the quality assurance policy requirements at a particular facility may result in the Contractor's loss of responsibility for providing security for that facility.

Section 1.25 RESERVED

Section 1.26 Special Requirements

Commission Certification Report

The Contractor shall provide a report of the current license status of each contract employee monthly to COTR. The report shall include the name, date of expiration and commission/guard license number. This list shall also include any personnel no longer working for the Contractor during the reporting period.

Contractor's Employees Identification Cards

SOMB shall issue Security Guard Identification Cards and SPO Commissions, for each employee of the Contractor. The Metropolitan Police Department/SOMB may designate another agency, in writing, to issue Security Guard Identification Cards and SPO Commissions, for each employee of the Contractor. No contract employee shall work under this contract without the appropriate identification.

Section 1.27 Liquidated Damages

The Contractor is on notice that the security services provided pursuant to the terms of this contract are critical in nature and the PSD will apply liquidated damages as follows:

- a. PSD will conduct random checks of Contractor's use of the District's detection devices, such as X-Ray machines, magnetometer, hand held device, etc. by attempting to bring in one of the below listed weapons into a building that contains the previously mentioned detection devices.
- b. The Contractor shall detect all weapons on/or in the possession of the PSD/District's employee, including but not limited to the following: A knife or sharp instrument with a blade that is six (6) inches or more in length, any handgun (whether operable or not), or any rifle or shotgun (whether operable or not) that is on a person (concealed or not) or inside a person's bag.
- c. If the Contractor's employee(s) fails to detect a bomb of any type, the Contractor shall be charged two thousand dollars (\$2,000.00). Failure to detect a bomb may also result in termination of the contract.
- d. If the Contractor's employee(s) fails to detect a weapon of any type, the Contractor shall be charged one thousand dollars (\$1,000.00). Failure to detect a weapon may also result in termination of the contract.
- e. If the Contractor's scheduled employee fail to report for duty on time, in full uniform and equipped with all the necessary security equipment, to include in possession of a valid commission, the District will charge the Contractor \$100.00 per hour for any fraction thereof.
- f. The Contractor will be charged \$100.00 per hour or any fraction thereof, per infraction for unmanned posts during a tour of duty.
- g. As stated above, the Contractor will be charged \$100.00 per uniform infraction.
- h. The Contractor will be charged \$200.00 per failure to identify fraudulent identification.

Section 1.28 RESERVED

Section 1.29 Service Hours and Scheduling.

Section 1.29.1 Service Hours. See Attachment ___ for service hours for each location.

Section 1.29.2 Scheduling. The Contractor shall provide all deployment schedules to the COTR monthly, and immediately upon posting any changes. The District COTR reserves the right to ask for changes in the work schedules at any time with reasonable lead-times (48 hours) for the requested modifications.

Section 1.30 Qualified Personnel.

Section 1.30.1 The Contractor shall designate an individual as its single point of contact (Contract/Project Manager) who shall be responsible for any contractual issues. The Contractor shall provide an emergency phone number, cell phone number or pager number that is accessible at all times.

Section 1.30.2 Special Police Officer's shall be properly certified and trained in the use of a variety of enforcement equipment, including but not limited to, security cameras, communication devices, scanners, detection devices and weapons.

Section 1.30.3 The Contactor's personnel shall have demonstrated a stable employment history; possess superior references; have the ability to successfully perform under duress; excel in oral and written communication skills in the English language; speak articulately; efficiently comply with verbal or written directives; deal diplomatically and compassionately with the public; work with minimum supervision; and have demonstrated the ability to follow directives consistently.

Section 1.30.4 The Contractor shall ensure that all employees assigned to the contract are in good general physical and mental health without physical or mental defects or abnormalities that would interfere with the full performance of their duties. Evidence of physical and mental fitness shall be determined by passing a physical examination, including an illicit drug screening exam administered by a licensed physician during the PSPD, SOMB certification/commissioning process. The certification is currently performed by SOMB upon initial request for a commission and annually thereafter. The SOMB is located at 2000 14th Street, NW, Washington, D.C. 20009.

Section 1.31 Government Responsibilities

The Government will furnish the following:

- a. Electrical and mechanical equipment where installed, such as alarm and surveillance systems, hand wand metal detectors, X-Ray systems, and portable radios (hand-held).
- b. Repair and maintenance of equipment listed in the above paragraph.

- c. An “*Activity Log Book*” shall be furnished by the COTR and shall be maintained by the Contractor on site at central control point(s). It shall also contain complete duty instructions for all posts involved. This includes instructions for emergency procedures, Occupancy Emergency/Evacuation Procedures, and specific Post Orders for each facility.
- d. A separate loose-leaf binder titled “*Post Orders*” shall be furnished by the COTR and maintained by the Contractor. The Post Orders shall also contain special duty instructions pertinent to that specific post.
- e. The “*Activity Log Book*” and “*Post Orders*” shall not be removed, reproduced, or copied in any manner unless properly authorized, in writing by the COTR. Also, the Contractor shall notify the COTR if the Post Orders have been lost, damaged or destroyed and shall replace the Post Order(s) with 24 hours of its demise or loss.
- f. Desk telephones deemed necessary by the District to conduct official Government business under this contract.
- g. Guard office, locker space, locker and office equipment as deemed necessary by the District.
- h. All administrative forms prescribed for use by the Contractor’s employees

Section 1.32 Transition Plan

- a. The Contractor shall provide a Transition Plan (the “Plan”) to the (COTR) within five (5) working days after contract award. The Plan shall detail how the Contractor will conduct a smooth and orderly transition from the current/incumbent service provider or to a new Contractor. The transition’s “Phase-In and/or Phase-Out” plan shall be completed within thirty 30 days of contract award.
- b. The Contractor shall not disrupt official Government business or in any way interfere with the assigned duties of a predecessor’s Contractor’s employees. The Plan shall also include, at a minimum, the following:
- c. A Staffing Plan (including current staff, recruitment plan and plan for establishing a reserve force for absences and “Will Call” posts), Equipment Inventory and Maintenance Plan,
- d. Training Plan (including curriculum, training schedules, and continuous learning requirements of employees),
- e. A Quality Assurance Inspection Plan specifically designed to test the Contractor employees’ security detection and proper use of electronic detection equipment. The Plan may include items such as inspections of equipment, uniforms and appearance. It may also include attendance and sign in/out procedures, knowledge of and adherence to Post Orders, knowledge and adherence to screening equipment operating procedures,

possession of training certifications- and overall contract performance.

Section 2 Contractor's Fees.

Section 2.1 The Contractor will be paid fixed hourly rates for services rendered as described in **Attachment _____** of the RFP.

Section 2.2 Not-to-Exceed Amount. This Agreement has a not-to-exceed amount of [INSERT AMOUNT] Dollars (the "NTE Amount") and in no event shall the Contractor be entitled to recover more than the NTE Amount unless the Department has authorized the Contractor to exceed the NTE Amount in advance through a duly executed change order. The Contractor shall advise the Department in writing when it has reached eighty percent (80%) of the NTE Amount.

Section 3 Term.

Section 3.1 This Agreement shall commence on the date it is signed by both parties and shall expire one (1) year thereafter.

Section 3.1.1 The Department's liability under this contract is contingent upon the future availability of appropriated monies with which to make payment for the contract purposes. The legal liability on the part of the Department for the payment of any money shall not arise unless and until such appropriation shall have been provided.

Section 3.2 Option Year. The Department shall have the right to extend the term of this Agreement for four (4) terms of one (1) year; provided that the Department shall give the Contractor preliminary written notice of its intent to exercise the option to extend the term of the Contract thirty (30) days prior to the expiration of the contract. The preliminary notice does not commit the Department to an extension. Contractor may waive the thirty (30) day notice requirement by providing a written waiver to the Contracting Officer prior to the expiration of the Contract.

Section 3.3 Option Years Pricing. In the event the Department exercises its option to extend the Agreement to cover an option year, the rates applicable to such Option Year are set forth in **Attachment B.**

Section 4 Changes.

Section 4.1 Changes Authorized. The Department may, without invalidating the contract, and without notice to or approval of any surety, order changes in the Work, including additions, deletions or modifications. Any such change must be conveyed by the Department to the Contractor via written Change Directive or Change Order.

Section 4.1.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract. 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.

Section 4.1.2 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.

Section 4.2 **Executed Change Directive/Order Required.** Changes to the Agreement may be made only by a written Change Directive or Change Order executed by the Department.

Section 4.3 **Prompt Notice.** In the event the Contractor encounters a situation which the Contractor believes to be a change to this Agreement, the Contractor shall provide the Department with prompt written notice of such event and the possible impact such event could have on cost and schedule. All such notices shall be given promptly, considering the then applicable situations, but in no event more than ten (10) calendar days after encountering the situation. The Contractor acknowledges that the failure to provide such notice in a timely manner could limit or eliminate the Department's ability to mitigate such events, and thus, the Contractor shall not be entitled to an adjustment in the event it fails to provide prompt notice. The Contractor shall include provisions similar to this provision in all of its subcontracts.

Section 4.4 **Executed Change Orders Final.** The Contractor agrees that any Change Order executed by the Department and the Contractor constitutes its full and final adjustment for all costs, delays, disruptions, inefficiencies, cumulative impact, accelerations, schedule impacts, or other consequences arising from the change in question, whether a Change Directive, or a Change Event, or from any claimed cumulative effect of changes made to the date of the Change Order, and that no further adjustments in compensation or time shall be sought or made with respect to the Change Directive or the Change Event giving rise to the Change Order.

Section 4.5 **Failure to Agree.** If the Contractor claims entitlement to a change in the Agreement, and the Department does not agree that any action or event has occurred to justify any change in time or compensation, or if the parties fail to agree upon the appropriate amount of the adjustment in time or compensation, the Department will unilaterally make such changes, if any, to the Agreement, as it determines are appropriate pursuant to the terms of this Agreement. The Contractor shall proceed with the Work and the Department's directives, without interruption or delay, and may make a claim of this Agreement. Failure to proceed due to a dispute over a change request shall constitute a material breach of the Agreement and entitle the Department to all available remedies for such breach, including, without limitation, termination for default.

Section 4.6 **Indemnification.** The Contractor shall indemnify and hold harmless the Department, the District of Columbia, and the respective employees, officers and agents of either from and against all liabilities, obligations, damages, losses, fines, penalties, claims, demands, costs, charges, judgments and expenses (including, without limitation, reasonable attorney's fees and disbursements) whatsoever, which may be imposed or incurred or paid by, or asserted against the indemnities or the work performed under this Contract, to the extent caused by the failure of the Contractor to perform the work in accordance with the standard of care set forth in Section 1.

Section 5 **Disputes.**

Section 5.1 Informal Resolution. It is the mutual desire of the Parties to resolve any disputes arising under, or otherwise related to, this Contract in an informal manner and by consensus. Toward this end, should any such dispute arise, the Parties shall use their best efforts to resolve the dispute without the need for formal litigation or process of any kind. In the event that any such dispute cannot be resolved by the Parties' field representatives, the Parties shall arrange for representatives of their senior management to meet and, if possible, discuss the issue. If this process cannot resolve the problem, then either party may initiate the formal dispute process in accordance with Section 5.2 of this Contract. If resolution is not reached in such manner, the Contractor shall make a claim in accordance with this Section.

Section 5.2 Formal Dispute Resolution Procedure.

Section 5.2.1 Notice of Claim. If the Contractor has complied with all provisions in Section 6 regarding changes, and the Department has denied the changes requested in a written Change Proposal, or has failed to respond to a written Change Proposal within thirty (30) days, and the Contractor wishes to pursue a claim over the disputed item, or if the Contractor wishes to assert a claim over a contract dispute not arising from matters related to a Change Event, Change Order or Change Directive, then the written notice of claim must be submitted to the Department pursuant to procedures set forth in section 4733 of the Department's procurement rules and section 908 of the District's *Procurement Practices Reform Act of 2010* (PPRA).

Section 5.2.2 Contents of Notice of Claim. The notice of claim shall state the nature of the claim, the events or circumstances giving rise to the claim, the type of relief requested, and the amount of time or additional compensation, or other damages sought. If the amount of time, compensation, or other damages sought is not reasonably ascertainable at the time, the Contractor shall so state, explain why, and provide whatever estimates it can reasonably provide. The notice shall state clearly that the Contractor intends to assert a claim against the Department.

Section 5.2.3 Appeal Procedures. All claims arising under or in connection with the Contract or its breach, or relating to the Project, whether framed in contract, tort or otherwise, and which are not resolved via the claims process may be resolved by filing an appeal with the District of Columbia Board of Contract Appeals in accordance with Title X of the PPRA. However, if a third party brings any claim against the Department, including, without limitation, claims of infringement of patents, copyrights or other intellectual property rights, the Department may bring an action for defense or indemnification against the Contractor in the court in which

Section 6.0 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

Section 6.1 Contracting Officer's Technical Representative (COTR). The contact information of the COTR is:

Heath E. Scott
Deputy Chief
Protective Services Division
Department of General Services
1900 Massachusetts Avenue, S.E.
ACC Building 2nd Floor
Washington D.C. 20003
202-698-8110 Office
202-698-5091 Fax
heath.scott@dc.gov
www.dgs.dc.gov

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:

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;

Coordinating site entry for Contractor personnel, if applicable;

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;

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

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

Section 7 Payments.

Section 7.1 Invoicing. The Contractor shall bill the Department on a monthly basis based on the fixed hourly rates set forth on **Attachment _____**. Each such invoice shall cover all of the work performed during the preceding month. For each location, the invoice shall include: (i) date and time of operations; and (ii) services performed.

Section 7.2 Supporting Documentation. The Contractor shall submit with each invoice cost backup supporting such invoice.

Section 7.3 Right to Withhold Payments. The Department will notify the Contractor within fifteen (15) calendar days after receiving any invoice for payment of any defect in the invoice or the work which may result in the Department's declining to pay all or a part of the

invoiced amount. The Department may withhold payment from the Contractor, in whole or part, as appropriate, if

- .1 the work is defective and such defects have not been remedied; or
- .2 the Contractor has failed to perform the work in a timely matter and has failed to correct such failure after having been given written notice by the Department;
- .3 the Contractor has failed to pay subcontractors promptly or has made false or inaccurate certifications that payments to Subcontractors or Suppliers are due or have been made; or
- .4 the Contractor is otherwise in substantial breach of the Agreement (including, without limitation, failures to comply with the Economic Inclusion Requirements in Section 9 of this Agreement).

Section 8 Subcontracts. The Contractor shall perform the work with its own forces. In the event that the Contractor desires to engage one or more subcontractors to assist with the work, it shall advise the Department and obtain the Department's written approval of any such subcontractor. All subcontractors shall be required to comply with the insurance requirements set forth herein. In addition, the Contractor shall be responsible for all work performed by the subcontractors and shall assume the risk of the subcontractors' non-performance.

Section 8.1 Subcontracted Work. For all work, the Contractor's compensation will be based on the rates established in **Attachment _____**, and thus, such rates must be sufficient to cover the cost of subcontracting in the event the Contractor plans to satisfy its contractual obligations through subcontracting.

Section 9 Economic Inclusion

Section 9.1 CBE Utilization.

Section 9.1.1 If required by law, the Contractor shall subcontract at least 35% of the dollar volume to certified small business enterprises; provided, however, that the costs of materials, goods and supplies shall not be counted towards the 35% subcontracting requirements unless such materials, goods and supplies are purchased from the certified small business enterprises.

Section 9.1.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of Section 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.

Section 9.1.3 The Contractor if certified as a small, local or disadvantage business enterprise shall not be required to comply with the provisions of Sections 9.1.1 and 9.1.2.

Section 10 **First Source Agreement**

Section 10.1 The Contractor and all its member firms, if any, and each of its Subcontractors shall submit to the Department a list of current employees that will be assigned to the Contract, the date they were hired and whether or not they live in the District of Columbia.

Section 10.2 The Contractor and its constituent entities shall comply with subchapter III of Chapter 11 Title 1, and subchapter II of Chapter 11 of Title 1 of the D.C. Code, and all successor acts thereto and the rules and regulations promulgated thereunder. The Contractor and all member firms and Subcontractors shall execute a First Source Contract with the District of Columbia Department of Employment Services (“DOES”) prior to beginning Work at the Project site.

Section 10.3 The Contractor shall maintain detailed records relating to the general hiring of District of Columbia and community residents. At least fifty-one percent (51%) of the Contractor’s Team and every subcontractor’s employees hired after the Contractor enters into this contract with the Department, or after such subcontractor enters into a contract with the Contractor, to work on this project, shall be residents of the District of Columbia.

Section 10.4 The Contractor shall be responsible for: (i) including the provisions of this Section 10.1 in all subcontracts; (ii) collecting the information required in this Section 10.1 from its Subcontractors; and (iii) providing the information collected from its Subcontractors in any reports required to be submitted by the Contractor pursuant to this Section 10.1.

Section 11 **Termination.**

Section 11.1 **Termination for Default.** The Department may terminate the Contract for default if the Contractor fails materially to perform any of its duties or obligations under the Contract. The Department must provide the Contractor with written notice of its intent to terminate the Contract under this provision seven (7) days before actually putting the termination into effect. If the Contractor has begun its curative action and has made progress satisfactory to the Department within the seven days, the Department may so notify the Contractor and the termination will not take effect. Otherwise, the termination shall take effect after seven days without further notice or opportunity to cure.

Section 11.2 **Termination for Convenience.** The Department may, upon seven (7) days written notice to the Contractor, terminate the Contract in whole or specified part, for its convenience, whether the Contractor is in breach of Contract or not. The notice of termination shall state the effective date of termination, the extent of the termination, and any specific instructions. The Contractor shall be entitled to receive only the following with respect to the terminated portion of the Project: (1) Cost of Work performed up to the date of termination; (2) reasonable costs of terminating outstanding subcontracts and supply agreements and other similar wind-up costs in a reasonable amount; (3) a fair and reasonable portion of the overhead and profit attributable to the Work performed on the terminated portion of the Project, up to the time of termination. In the event of a termination for convenience, the Contractor shall not be entitled to profit on unperformed elements of the Work.

Section 12 Insurance.

Section 12.1 Required Insurance. The Contractor will be required to maintain the following types of insurance throughout the life of the contract.

- a. Commercial general public liability insurance ("Liability Insurance") against liability for bodily injury and death and property damage, such Liability Insurance written on an occurrence basis to be in an amount not less than Three Million Dollars (\$3,000,000.00) for liability for bodily injury, death and property damage arising from any one occurrence and Three Million Dollars (\$3,000,000.00) from the aggregate of all occurrences within each policy year. The policies shall contain blanket contractual coverage (including coverage for the indemnity clauses to be provided under the Agreement) and completed operations coverage (for 3 years beyond completion of the Work).
- b. Workers' compensation providing statutory benefits for all persons employed by the Contractor, or its contractors and subcontractors at or in connection with the Work.
- c. Automobile Liability, including Hired and Non-Owned Auto Liability in the amount of at least One Million Dollars (\$1,000,000.00) for each occurrence for bodily injury and property damage.

Section 12.2 Additional Insureds. Each insurance policy shall be issued in the name of the Contractor and shall name as additional insured the Department and the District of Columbia and shall not be cancelable or reduced without thirty (30) calendar days' prior written notice to the Department.

Section 12.3 Waiver of Subrogation. All such insurance shall contain a waiver of subrogation against the Department and its respective agents.

Section 12.4 Strength of Insurer. All insurance shall be placed with insurers that are reasonably acceptable to the Department and with an A.M. Best's rating of not less than a then-current rating of "A-" or better and a financial size category of Class XV or higher. All such insurers shall be licensed/approved to do business in the District of Columbia.

Section 13 Miscellaneous Provisions.

Section 13.1 Governing Law. This Contract, and any disputes arising out of or related to this Contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

Section 13.2 Standard Contract Provisions. The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March, 2007 ("SCP") are incorporated by reference as part of this Contract.

Section 13.3 Service Contract Act Provision. The Contractor agrees that the work performed under this Agreement shall be subject to the Service Contract Act and the 2014 Living Wage Act.

Section 13.4 Living Wage Act. The Contractor agrees that the work performed under this Contract shall be subject to the District of Columbia Living Wage Act.

Section 13.5 False Claims Act. The Contractor shall be governed by all laws and regulations prohibiting false or fraudulent statements and claims made to the government, including the prescriptions set forth in D.C. Code § 2-308.14.

Section 13.6 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.

Section 13.7 Buy American Act Provision. The Contractor shall comply with the provisions of the Buy American Act (41 U.S.C. § 10a), including, but not limited to, the purchase of steel.

Section 14.0 Anti-Deficiency Act.

Section 14.1 The obligations of the Department to fulfill financial obligations pursuant to this Agreement, or any subsequent agreement entered into pursuant to this Agreement or referenced herein (to which the Department is a party), are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 1511-1519 (2004) (the “**Federal ADA**”), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01 – 355.08 (2004 Supp.) (the “**D.C. ADA**” and (i) and (ii) collectively, as amended from time to time, the “**Anti-Deficiency Acts**”); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001). Pursuant to the Anti-Deficiency Acts, nothing in this Agreement shall create an obligation of the Department in anticipation of an appropriation by Congress for such purpose, and the Department’s legal liability for payments and other charges under this Agreement shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.

Section 14.2 The Department agrees to exercise all lawful authority available to it to satisfy the financial obligations of the Department that may arise under this Agreement. During the term of this Agreement, the Mayor of the District of Columbia or other appropriate official shall, for each fiscal period, include in the budget application submitted to the Council of the District of Columbia the amount necessary to fund the Department’s known potential financial obligations under this Agreement for such fiscal period. In the event that a request for such appropriations is excluded from the budget approved by the Council and submitted to Congress by the President for the applicable fiscal year or if no appropriation is made by Congress to pay any amounts due under this Agreement for any period after the fiscal year for which appropriations have been made, and in the event appropriated funds for such purposes are not otherwise lawfully available,

the Department will not be liable to make any payment under this Agreement upon the expiration of any then-existing appropriation, the Department shall promptly notify the Contractor, and this Agreement shall immediately terminate upon the expiration of any then-existing appropriation.

Section 14.3 Notwithstanding the foregoing, no officer, employee, director, member or other natural person or agent of the District or Department shall have any personal liability in connection with the breach of the provisions of this Section or in the event of non-payment by the Department under this Agreement.

Section 14.4 This Agreement shall not constitute an indebtedness of the District and/or the Department nor shall it constitute an obligation for which the Department is obligated to levy or pledge any form of taxation or for which the District has levied or pledged any form of taxation. No District of Columbia Official or employee is authorized to obligate or expend any amount under this Agreement unless such amount has been appropriated by Act of Congress and is lawfully available.

Section 15.0 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 9.1. 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.

Section 16.0 Retention of Records: Inspections and Audits.

Section 16.1 The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under the Agreement in accordance with generally accepted professional practice and appropriate accounting procedures and practices consistently applied in effect on the date of execution of the Contract.

Section 16.2 The Contractor shall also maintain the financial information and data used in the preparation and support of the costing and cost summary submitted to the Department and the required cost submissions in effect on the date of execution of the Department.

Section 16.3 The Department, the District of Columbia government, the Comptroller General of the United States, the U.S. Department of Labor and any of their authorized representatives shall have access to the books, records, documents and other evidence held, owned or maintained by the Contractor for the purpose of inspection, audit and copying during normal business hours and upon advance written notice to the Contractor. The Contractor shall provide proper facilities for such access and inspection.

Section 16.4 The Contractor agrees to include the wording of this Section 16 in all its subcontracts in excess of Five Thousand Dollars (\$5,000.00) that directly relate to Project performance.

Section 16.5 Audits conducted pursuant to this Section will be in accordance with generally accepted auditing standards with the results prepared in accordance with generally accepted accounting principles and established procedures and guidelines of the applicable reviewing or audit agency.

Section 16.6 The Contractor agrees to the disclosure of all information and reports, resulting from access to records, to any authorized representative of the Department. Where the audit concerns the Contractor, the auditing agency will afford the Contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.

Section 16.7 The Contractor shall preserve all records described herein from the effective date of the Agreement through completion and for a period of seven (7) years after a final settlement. In addition, those records which relate to any dispute, appeal or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until seven (7) years after the date of resolution of such dispute, appeal, litigation, claim or exception.

Section 17 **Gratuities and Officers Not to Benefit Provisions.**

Section 17.1 If it is found, after notice and hearing, by the Department that gratuities (in the form of entertainment, gifts, payment, offers of employment or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any official, employee or agent of the Department or the District with a view toward securing the Agreement or any other contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of the Contract, the Department may, by written notice to the Contractor, terminate the right of the Contractor to proceed under the Agreement and may pursue such other rights and remedies provided by law and under the Agreement.

Section 17.2 In the event the Contract is terminated as provided in Section 11, the Department shall be entitled:

- .1 to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Agreement by the Contractor; and

- .2 as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Department) which shall be not less than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee.

Section 17.3 No member of, nor delegate to Congress, Mayor or City Council Member, nor officer nor employee of the District, nor officer nor employee of the Department shall be admitted to any share or part of the Agreement or to any benefit that may arise therefrom, and all agreements entered into by the Contracting Officer of the Department in which he or any officer or employee of the Department shall be personally interested as well as all agreements made by the Department in which the Mayor or City Council Member or officer or employee of the District shall be personally interested shall be void and no payments shall be made on any such contracts by the Department or by any officer thereof; but this provision shall not be construed or extend to the agreement if the share of or benefit to the member of, or delegate to Congress, Mayor or City Council Member, or officer or employee of the District is de minimis.

Section 18.0 Ethical Standards For Department's Employees And Former Employees. The Department expects the Contractor to observe the highest ethical standards and to comply with all applicable law, rules, and regulations governing ethical conduct or conflicts of interest. Neither the Contractor, nor any person associated with the Contractor, shall provide (or seek reimbursement for) any gift, gratuity, favor, entertainment, loan or other thing of value to any employee of the District or the Department not in conformity with applicable law, rules or regulations. The Contractor shall not engage the services of any person or persons in the employment of the Department or the District for any Work required, contemplated or performed under the Contract. The Contractor may not assign to any former Department or District employee or agent who has joined the Contractor's firm any matter on which the former employee, while in the employ of the Department, had material or substantial involvement in the matter. The Contractor may request a waiver to permit the assignment of such matters to former Department personnel on a case-by-case basis. The Contractor shall include in every subcontract a provision substantially similar to this section so that such provisions shall be binding upon each Subcontractor or vendor.

Section 18.1 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.

Section 18.2 Severability. In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Contract, and in lieu of each such invalid, illegal or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such invalid, illegal or unenforceable provision as may be possible and be valid, legal and enforceable; each part of this Contract is intended to be severable.

Section 18.3 The Contractor and the Contractor's employees shall perform the services specified herein as independent contractors, not as employees of the government and 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 related to the performance of this contract.

Section 19 Order of Precedence. A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- a. This Contract Document
- b. Contractor's Proposal dated _____
- c. The RFP dated June 17, 2014, as amended
- d. Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 7, 2007.

IN WITNESS WHEREOF, each of the parties to this Agreement has caused this Agreement to be signed by its duly authorized representative.

DEPARTMENT OF GENERAL SERVICES

By: _____
Name: Brian Hanlon
Title: Director
Date: _____

[INSERT NAME]

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A
Hourly Rates

Exhibit B

Standard Contract Provisions

Attachment C

Service Contract Act and Living Wage Act Wage Rates