

**FORM OF CONTRACT FOR
Facility Security Assessment Services
DCAM-16-NC-0045**

THIS CONTRACT FOR Facility Security Assessment Services (“Contract” or “Agreement”) is entered into by and between the District of Columbia government acting by and through its **DEPARTMENT OF GENERAL SERVICES** ("Department") and _____ ("Contractor").

WITNESSETH:

WHEREAS, the Department issued a Request for Proposals to engage a Contractor to provide facility security assessment services for the Department’s Protective Services Division.

WHEREAS, the Contractor submitted a proposal in response to the Request for Proposals, 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 through one year thereafter with the option to extend for four one year periods.

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 Contract agree as follows:

Agreement:

Section 1 Scope of Work.

Section 1.1 The Contractor shall provide facility security assessment services for District owned and leased facilities to augment the Threat Management Section of the Department of General Services, Protective Services Division (PSD) in carrying out its mission. The Contractor’s scope of work shall be to provide Facility Security Assessment services at the direction of PSD in accordance with the Facility Security Management Process for Federal Facilities, An Interagency Security Committee Standard, dated August 2013.

Section 1.2 The Contractor shall perform services that include, but are not limited to, the following:

Section 1.2.1 Facility Security Assessment Site Surveys

The PSD Supervisory Physical Security Specialist will assign each facility security assessment to a team comprised of a PSD Physical Security Specialist (PSS) and a designated member of the Contractor’s staff.

The Contractor’s staff member(s) assigned to each facility security assessment shall be responsible for performing the following tasks:

- Conduct all site visits, to include preparation and delivery of an in-briefing presentation, interviews of key staff, recording all notes and taking photographs of the site and of all items found deficient.
- Prepare a facility security assessment report at the conclusion of each site assessment. Each report shall present the information listed below in the format outlined below.

1.0 Executive Summary

2.0 Site Information

2.1. Site Description

3.0 Methodology

3.1. Approach

3.2. Facility Security Level Determination

4.0 Assessment Information & Findings

4.1. Site Security

4.2. Structure Security

4.3. Facility Entrance Security

4.4. Interior Security

4.5. Security Systems

4.6. Security Operations and Administration

Appendix A – Facility Security Level (FSL) Determination Matrix

Appendix B – Contact Information

- The draft facility security assessment report shall be submitted to the PSD Supervisory Physical Security Specialist for review within 5 business days after each site assessment is complete. The final version of the report shall be submitted no later than seven business days after notice that PSD's internal review and editing process is complete.

Section 1.2.2 Countermeasure Design

The Contractor shall support PSD staff in development of integrated countermeasures to address vulnerabilities at District sites. The basis of design may include items required to meet ISC security criteria and requests from tenant agencies. The PSD Supervisory Physical Security Specialist will assign each countermeasure design project to a team comprised of a PSD Physical Security Specialist (PSS) and the designated member of the contractor's staff.

The contract staff member assigned to the countermeasure design shall perform the following tasks:

- o Coordinate all site assessment activities with the on-site contact person(s) provided by the PSS.
- o Request relevant information from the on-site contacts, to include site floorplans, details on any existing facility security measures installed by the tenant agency, and any tenant certification and/or regulatory requirements. The Contractor will convert any documents received in hard copy form to an electronic format.
- o Request all information on currently installed PSD-managed security equipment from the PSD electronic security system management vendor. The Contractor will convert any documents received in hard copy form to an electronic format.
- o Attend all site visits conducted by the PSS, and record all notes and take photographs of the site and of any conditions that will impact countermeasure installation.

Section 1.3 Management of Security Data and Official Documentation. There are three modules in the electronic system for managing all facility security data. The system is owned and managed by PSD. The Contractor shall enter the data listed below into the appropriate module of electronic system.

Section 1.3.1 Facility Security Data Module. The facility security data module should include for each facility, at a minimum, the following data:

- o Facility security assessment data.
- o Countermeasure implementation data.
- o System life cycle data.
- o Building Name, Address, Size, Type, Tenants, and Functions performed at the site.
- o Facility Security Level.

- o Site contact information.
- o Compliance with ISC Standards during all assessments conducted (when successive assessments are conducted, historical information must be preserved), including date of assessment.

Section 1.3.2 Countermeasure Data Management Module. The countermeasure data management module shall include for each facility, at minimum, the following data:

- o Countermeasures recommended by PSD, date of recommendation, and the estimated cost of each.
- o Building Name, Address, Size, Type, Tenants, and Functions performed at the site.
- o Facility Security Level
- o Site contact information.
- o Countermeasures recommended by PSD, date of recommendation, and the estimated cost of each.
- o Countermeasure implementation date, installing vendor, actual installation cost, equipment make/model, as-built documentation, and maintenance cost/vendor.

Section 1.3.3 Life Cycle Data Management Module. The system life cycle data management module shall include for each facility, at a minimum, the following data:

- o Building Name, Address, Size, Type, Tenants, and Functions performed at the site.
- o Facility Security Level.
- o Site contact information.
- o Countermeasures recommended by PSD, date of recommendation, and the estimated cost of each.
- o Countermeasure implementation date, installing vendor, actual installation cost, equipment make/model, as-built documentation, and maintenance cost/vendor.
- o All data in the system must be accessible by PSD staff. The system must include report tools to provide both recurring and ad hoc reports based on any data field (e.g. reports by address, tenant agency, FSL, or by ISC criteria).

- o The system must be hosted on a secure platform, free-to-use cloud services are not an acceptable repository for this sensitive information. All assessment data is to be treated as For Official Use Only.

Section 1.4 Facility Security Level Explanation. Facility Security Level (FSL) is based on the analysis of several security-related facility factors listed below, which then serve as the basis for the implementation of certain protective security measures specified in other ISC standards.

- Mission Criticality
- Symbolism
- Facility Population
- Facility Size
- Threat to Tenant Agencies

Section 1.4.1 PSD will conduct a preliminary FSL on each scheduled assessment site. Each FSL corresponds to a level of risk that then relates directly to a Level of Protection (LOP) and associated set of baseline security measures. The integration of the physical security criteria (PSC) is predicated on a FSL designation. Once a facility security level (FSL) is determined, departments and agencies will use the following decision-making process resulting in either:

- The application of the baseline LOP applicable to the facility’s FSL; or
- The application of a customized LOP to address facility-specific conditions.

Section 1.5 Base Year Assessment Sites

Site Name	Preliminary FSL Designation	Completion Date
Site A	II	March 2016
Site B	II	March 2016
Site C	II	April 2016
Site D	II	April 2016
Site E	II	May 2016
Site F	II	May 2016
Site G	II	June 2016
Site H	II	June 2016
Site I	II	July 2016
Site J	II	July 2016
Site K	II	August 2016
Site L	II	August 2016
Site M	II	September 2016
Site N	II	October 2016

Site O
Site P

II
II

November 2016
December 2016

Section 1.6 Project Management and Liaison

Section 1.6.1 The Contractor shall designate a single Project Manager to be responsible for all work performed under this contract. This individual shall:

- Manage the day to day aspects of the work.
- Be available to PSD and for meetings and consultations.
- Issue reports and status updates as specified.
- Be empowered to make decisions for the Contractor regarding prices, deliveries, manpower and schedules for all aspects of the work.

Section 1.7 Coordination with the Protective Services Division

Section 1.7.1 All activities will be coordinated with the Supervisory Physical Security Specialist or other PSD appointed representative.

Section 1.7.2 PSD will provide a list with the locations of the sites to be completed within three (3) days of contract award.

Section 1.7.3 Within seven (7) days of receiving the site list, the Contractor will provide a Master Schedule detailing when each required deliverable will be completed. The Contractor shall assign staff to each site and include a listing of those assignments in the Master Schedule.

Section 1.7.4 PSD will arrange for each member of the Contractor's assessment team to be issued a District Contractor photo ID card (One Card). The badge must be worn by the Contractor whenever s/he is conducting assessments at District facilities.

Section 1.7.5 The Contractor's Project Manager shall attend a monthly meeting with the PSD Supervisory Physical Security Specialist at PSD Headquarters. The Contractor's Project Manager shall have available for the meeting, a progress report showing tasks completed and project deliverables submitted in the prior month; cumulative hours committed to the contract; and planned activities for the next period to review. This meeting is tentatively scheduled for the first Monday of each month at 2:00pm.

Section 1.8 Logistics

Section 1.8.1 PSD will provide a work space for the Contractor staff members at PSD Headquarters. Contractor staff assigned to the contract are expected to be stationed at PSD Headquarters when working on contract deliverables, except when conducting site visits at District sites.

Section 1.8.2 The Contractor shall be responsible for providing each staff member detailed to the account with a laptop PC. Remote secure Internet access, through a wireless

provider, is the responsibility of the Contractor. Wi-Fi access is provided in a limited number of District facilities, including PSD Headquarters.

Section 1.8.3 All staff expenses are the responsibility of the Contractor. No per diem, transportation, equipment, or other expenses will be provided by the District.

Section 1.8.4 Vendor parking is not guaranteed to be available at any District facilities. The Contractor is responsible for staff transportation to all sites, and will not be issued any permit, use of government vehicles, or reimbursement for parking fees or citations by the District.

Section 1.9 Background Checks. Due to the confidential nature of the information and materials which will be accessible to Contractor, PSD will require the Contractor to conduct a background check on all persons performing on the project, and shall exclude from the project any individual that does not successfully pass the background check. Background checks shall be performed prior to the start of Work and consist of seven (7) years of history and include, as a minimum, social security number trace, county criminal felony and misdemeanor criminal record search, national criminal record search, and national sex offender registry. For longer term projects, background checks shall be conducted no less than annually. The Contractor shall maintain in its file a copy of the applicable background checks, which shall be made available to PSD upon request. PSD reserves the right in its sole discretion to reject any proposed Contractor Staff as a result of information produced by such reference or background checks.

Section 1.10 Employee Standards. The Contractor is responsible for his employees using safe working practices, maintaining satisfactory standards of employee competency, conduct, and integrity, and for taking such disciplinary action with respect to his/her employees. PSD reserves the right to require the Contractor to remove any employee from the project who is deemed to be incompetent, careless, insubordinate, belligerent, or whose continued employment on the project is otherwise considered to be contrary to PSD's interest.

Section 1.11 Confidentiality.

1.11.1 "Confidential Information" means all information disclosed (whether in oral, written, or other tangible or intangible form) by one party (the "Disclosing Party") to the other party (the "Receiving Party") concerning or related to this Contract or the Disclosing Party (whether before, on or after the Effective Date) which Receiving Party knows or should know, given the facts and circumstances surrounding the disclosure of the information by Disclosing Party, is confidential information of Disclosing Party.

1.11.2 Confidential Information includes, but is not limited to, the components of the appliances, generated data, reports, business plans, financial plans, computer programs, know-how, the Department information, strategies and other similar information. Receiving Party will, during the term of this Contract and thereafter, maintains in confidence the Confidential Information of Disclosing Party and will not use such Confidential Information except as expressly permitted herein. Receiving Party will use the same degree of care in protecting Disclosing Party's Confidential Information as Receiving Party uses to protect its own

Confidential Information from unauthorized use or disclosure, but in no event less than reasonable care. Any Confidential Information of Disclosing Party will be used by Receiving Party solely for the purpose of carrying out Receiving Party's obligations under this Contract.

1.11.3 In addition, Receiving Party will only disclose Confidential Information disclosed by Disclosing Party to its directors, officers, employees and/or contractors who have a need to know such Confidential Information in order to perform their duties under this Contract and if such directors, officers, employees and/or contractors have executed a non-disclosure Contract with Receiving Party with terms no less restrictive than the non-disclosure obligations contained in this Section.

1.11.4 Confidential Information will not include information that: (i) is in or enters the public domain without breach of this Contract through no fault of the Receiving Party; (ii) the Receiving Party can reasonably demonstrate was in its possession prior to first receiving it from the Disclosing Party; (iii) the Receiving Party can demonstrate was developed by the Receiving Party independently and without use of or reference to the Disclosing Party's Confidential Information; or (iv) the Receiving Party receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation.

1.11.5 Notwithstanding any terms to the contrary in this Contract, Receiving Party may disclose Confidential Information of Disclosing Party if Receiving Party is compelled to do so by law or in connection with other legal proceedings involving Disclosing Party, provided that Receiving Party gives Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) so as to permit Disclosing Party a reasonable opportunity to prevent such disclosure.

1.11.6 If Receiving Party is compelled by law to disclose the Confidential Information of Disclosing Party as part of a civil proceeding to which Disclosing Party is a party and Disclosing Party is not contesting the disclosure, Disclosing Party will reimburse Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information of Disclosing Party.

1.11.7 Further, notwithstanding any terms to the contrary in this Contract, any suggestions, comments or other feedback provided by the Department or Occupants to Contractor related to Contractor, the appliance and/or any services provided by Contractor (collectively, "Feedback") will constitute Confidential Information of Contractor. Further, Contractor will be free to use, disclose, reproduce, license, distribute and otherwise exploit the Feedback provided to Contractor as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise.

Section 2 Contractor's Fees.

Section 2.1 Contract Type. This is an indefinite delivery indefinite quantity contract (ID/IQ). The Contractor shall be compensated at the with fixed unit prices per site levels II, III, and IV established in **Attachment A.** These fixed unit rates will be the Contractor's sole compensation for work performed by the Contractor and as such should include adequate

amounts to cover the Contractor's labor, vehicles, tools, supplies, field equipment, overhead, insurance and profit, regardless of whether such services are provided by the Contractor's own forces or a subcontractor.

Section 2.2 Mandatory Subcontract Provisions. The Contractor shall ensure that all subcontracts in excess of \$250,000.00 and required by law, as described in Section 13, contain the following provisions;

Section 2.2.1 that, to the extent of the Work or supply within the Contract's scope, the Subcontractor or supplier is bound to the Contractor for the performance of all obligations which the Contractor owes the Department under the Contract;

Section 2.2.2 that the Subcontractor or supplier is not in privity with the Department and shall not seek compensation directly from the Department on any third-party beneficiary, quantum meruit, or unjust enrichment claim, or otherwise, except as may be permitted by any applicable mechanic's lien law;

Section 2.2.3 that the Department is a third-party beneficiary of the subcontract or supply Contract, entitled to enforce any rights thereunder for its benefit;

Section 2.2.4 that the Subcontractor or supplier consents to assignment of its Contract to the Department, at the Department's sole option, if the Contractor is terminated for default;

Section 2.2.5 that the Subcontractor or supplier shall comply immediately with a written order from the Department to the Contractor to suspend or stop work;

Section 2.2.6 that the Subcontractor or supplier shall maintain records of all Work it is requested or authorized to do on a time and material or cost-plus basis, or with respect to claims that it has asserted on a time and materials or cost-plus basis, during the Project and for a period of time specified in the General Conditions and requiring the Subcontractor or supplier to make those records available for review or audit by the Department during that time;

Section 2.2.7 that the Subcontractor shall obtain and maintain, throughout the Project, workers' compensation insurance in accordance with the laws of the District of Columbia (This provision is not applicable to supply Contracts.);

Section 2.2.8 that, if the Department terminates the Contract for convenience, the Contractor may similarly terminate the subcontract or supply Contract for convenience, upon seven (7) days' written notice to the Subcontractor or supplier, and that the Subcontractor or supplier shall, in such a case, be entitled only to the costs set forth in the Termination for Convenience provisions of this Contract;

Section 2.2.9 that the Department shall have the right to enter into a contract with the Subcontractor or supplier for the same price as its subcontract or supply Contract price less amounts already paid, if the Contractor files a voluntary petition in bankruptcy or has an involuntary petition in bankruptcy filed against it;

Section 2.2.10 that the Subcontractor or supplier shall not be entitled to payment for defective or non-conforming work, materials or equipment, and shall be obligated promptly to repair or replace non-conforming work, materials or equipment at its own cost;

Section 2.3 Certified Subcontractors. The Contractor shall not substitute or replace any Subcontractor or supplier certified by the District of Columbia Department of Small and Local Business Development without the Department's prior written consent.

Section 2.4 Not-to-Exceed Amount. This contract has a not-to-exceed amount of _____ (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 Term. This Contract shall begin _____ and end (1) one year thereafter. The Contractor shall be required to perform the required facility security assessment services for all the facilities listed on Attachment A during the term of this Contract.

Section 3.2 Option Years. The Department shall have the unilateral right to extend the term of this Contract for (4) four, (1) one year option periods, or successive fractions thereof by written notice to the Contractor before the expiration of the contract.

Section 3.2.1 Option Years Pricing. In the event the Department exercises its option to extend the Contract to cover an option year, the indefinite delivery indefinite quantity fixed price per FSL designation (Level II, III, and IV) is applicable to such Option Year are set forth in Attachment A.

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 4.2 Executed Change Directive/Order Required. Changes to the Contract 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 contract, 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 contract, 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 contract, as it determines are appropriate pursuant to the terms of this Contract. The Contractor shall proceed with the Work and the Department's directives, without interruption or delay, and may make a claim as provided in Section 14 of this Contract. Failure to proceed due to a dispute over a change request shall constitute a material breach of the contract 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 Project, 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 1.2 hereto; provided, however, that it is understood and agreed that the grant of indemnification made hereby shall not extend to designers or builders engaged by the Department with regard to claims or costs asserted by such designers or builders arising from the failure of the Contractor to timely process submittals but it is understood and agreed that that the preceding limitation on the grant of indemnification shall not bar claims asserted by the Department in its own name; and, provided further, that the Department agrees and understands that design reviews conducted by the Contractor are solely for the purpose of assessing whether the proposed designs comply with the Department's functional and aesthetic requirements and that in no event shall the Contractor be liable to the Department if the systems reflected in such designs fail to perform as intended.

Section 5 Payments

Section 5.1 Invoicing. The Contractor shall bill the Department on a monthly basis. Each such invoice shall itemize all of the work performed during the invoice period. The Contractor shall submit invoices electronically to the DGS EASI Pay Portal located on the DGS Website: <https://dgs.onbaseonline.com>.

All Contractors are required to register for access to EASI; for assistances with the registration process, technical assistances and or additional instructions please contact the Portal Help Desk at (301) 563-3025.

Section 5.2 Supporting Documentation. The Contractor shall submit with each invoice cost backup supporting such invoice.

Section 5.3 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 Department has determined that the Contractor's progress has fallen behind the Project Schedule, and the Contractor fails, within five calendar days of the Department's written demand, to provide the Department with a realistic and acceptable plan to recover the delays; or
- .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 Contract (including, without limitation, failures to comply with these Special Provisions).

Section 6 Economic Inclusion Requirements

Section 6.1 SBE Utilization. The Contractor shall comply with the following

Section 6.1.1 Mandatory Subcontracting Requirements.

- (a) Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, for all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).
- (b) If there are insufficient SBEs to completely fulfill the requirement of Section 1 (a), then the subcontracting requirement may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.
- (c) A prime contractor that is certified by DSLBD as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections Section 6.1.1 and Section 6.1.2 of this clause.
- (d) Except as provided in Section 6.1 (e) and 6.1 (g), a prime contractor that is a CBE

and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

- (e) A prime contractor that is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43 or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- (f) Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.
- (g) A prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

Section 6.1.2 Subcontracting Plan. If the prime contractor is required by law to subcontract, it shall subcontract at least 35% of the dollar volume of Contract in accordance with the provisions of Section 6.1.1 The subcontracting Plan shall be submitted as part of the Contractor's Task Order proposal and may only be amended with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan shall inure to the benefit of the District. Each subcontracting plan shall include the following:

- (a) The name and address of each subcontractor;
- (b) A current certification number of the small or certified business enterprise;
- (c) The scope of work to be performed by each subcontractor; and
- (d) The price that the prime contractor will pay each subcontractor.

Section 6.1.2.1 Copies of Subcontracts. If the Contractor has a subcontracting plan required by law for this contract, the Contractor shall submit fully executed copies of all subcontracts identified in the subcontracting plan to the CO, PM, District of Columbia Auditor and the Director of DSLBD within twenty-one (21) days of the execution of a Task Order.

Section 6.1.2.2 Subcontracting Plan Compliance Reporting. If the Contractor has a subcontracting plan required by law for this contract, the Contractor shall submit a quarterly report to the CO, PM, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

- (a) The price that the prime contractor will pay each subcontractor under the subcontract;

- (b) A description of the goods procured or the services subcontracted for;
- (c) The amount paid by the prime contractor under the subcontract; and
- (d) A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.

Section 6.1.3 Annual Meetings. Upon at least 30-days written notice provided by DSLBD, the Contractor shall meet annually with the CO, PM, District of Columbia Auditor and the Director of DSLBD to provide an update on its subcontracting plan.

Section 6.1.4 Notices. The Contractor shall provide written notice to the DSLBD and the District of Columbia Auditor upon commencement of the contract and when the contract is completed.

Section 6.1.5 Enforcement and Penalties for Breach of Subcontracting Plan.

- a) Contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.
- b) A contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.
- c) If 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 provisions in Section 10 of the Contract.

Section 7 Subcontracts

Section 7.1 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 First Source Agreement

Section 8.1 Upon execution of the Contract, 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 8.2 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 Agreement with the District of Columbia Department of Employment Services (“DOES”) prior to beginning Work at the Project site.

Section 8.3 The Contractor shall maintain detailed records relating to the general hiring of District of Columbia and community residents.

Section 8.4 The Contractor shall be responsible for: (i) including the provisions of this Section 11.2 in all subcontracts; (ii) collecting the information required in this Section 11.2 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 11.2.

Section 9 Termination for Convenience

The Department may at any time terminate this Contract, in whole or specified part, for convenience. In such an event, the Contractor shall be entitled to receive compensation for services performed through the effective date of termination in accordance with the terms of this Contract. In no event, however, shall the Contractor be entitled to recover lost profits or opportunity costs on the unperformed portion of work.

Section 10 Termination for Default

The Department may terminate this Contract for default if the Contractor fails materially to perform any of its duties or obligations under this Contract and such failure continues for a period of at least seven (7) days after receiving written notice of such failure from the Department.

Section 11 Contracting Officer’s Technical Representative (COTR). 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:

(a) 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;

(b) Coordinating site entry for Contractor personnel, if applicable;

(c) 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;

(d) 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

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

(f) The contact information of the COTR is:

Maurice Mack
Supervisor Physical Security
Threat Management Section
Protective Services Division
Department of General Services
64 New York Avenue, NE – 4th Floor
Washington D.C. 20002
Office: (202) 698-8622
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Section 12 Claims and Dispute Resolution.

Section 12.1 Notice of Claim. If the Contractor submits a written request to change the terms of the Contract and the Department denies the change(s) requested in a written Change Proposal, or fails 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 Proposal, Change Order or Change Directive, then a written notice of claim must be submitted to the Department pursuant to the procedures in section 4732 of the Department of General Services (“DGS” or “Department”) procurement rules (27 DCMR 4732) and section 1004 of the District’s *Procurement Practices Reform Act of 2010* (PPRA) (D.C. Official Code section 2-361.06(a)(2))(2011 Repl.).

Section 12.2 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 12.3 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 *Procurement Practices Reform Act of 2010* (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 such claim is being litigated.

Section 13 Insurance

Section 13.1 Required Insurance. The Contractor will be required to maintain the following types of insurance throughout the life of the contract.

- .1 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 Two Million Dollars (\$2,000,000.00) for liability for bodily injury, death and property damage arising from any one occurrence and Two Million Dollars (\$2,000,000.00) 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 Contract) and completed operations coverage (for 3 years beyond completion of the Work).
- .2 Workers' compensation providing statutory benefits for all persons employed by the Contractor, or its contractors and subcontractors at or in connection with the Work.
- .3 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 13.2 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 13.3 Waiver of Subrogation. All such insurance shall contain a waiver of subrogation against the Department and its respective agents.

Section 13.4 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 14 Miscellaneous Provisions

Section 14.1 Standard Contract Provisions. The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated January 2016 ("SCP") are incorporated by reference as part of this contract.

Section 14.2 Service Contract Act Provision. The Contractor agrees that the work performed under this Contract shall be subject to the Service Contract Act. The wage rates applicable to this Contract are attached as Attachment B.

Section 14.3 Living Wage Act. The Contractor agrees that the work performed under this Contract shall be subject to the District of Columbia Living Wage Act, Attachment C.

Section 14.4 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 14.5 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 14.6 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 14.7 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 6.7, 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 14.8 Licensing, Accreditation and Registration

The Contractor and all of its subcontractors and subconsultants (regardless of tier) shall comply with all applicable District of Columbia, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of the contract.

Section 14.9 Conformance with Laws

It shall be the responsibility of the Contractor to perform under the contract in conformance with the Department's Procurement Regulations and all statutes, laws, codes, ordinances, regulations, rules, requirements, orders, and policies of governmental bodies.

Section 14.10 Time is of the Essence

Time is of the essence with respect to the contract. The Department shall have priority over any other similar contract held by the Contractor throughout the course of the contract. As such, the Contractor must dedicate such personnel and other resources as are necessary to ensure that the required services are completed on-time and in a diligent, skilled, and professional manner.

Section 14.11 Retention of Records: Inspections and Audits.

Section 14.11.1 The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under the Contract 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 14.11.2 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 14.11.3 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 14.11.4 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 14.11.5 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 14.11.6 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 14.11.7 The Contractor shall preserve all records described herein from the effective date of the Contract 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 15 **Gratuities and Officers Not to Benefit Provisions**

Section 15.1 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 Contract 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 Contract and may pursue such other rights and remedies provided by law and under the Contract.

Section 15.1.2 In the event the Contract is terminated 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 Contract 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 15.2 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 Contract or to any benefit that may arise therefrom, and all Contracts 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 Contracts 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 Contract 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 15.3 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 16 Anti-Deficiency Act. The Department's obligations and responsibilities under the terms of the Contract and the Contract Documents are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1350, 1351, (ii) the D.C. Code 47-105, (iii) the District of Columbia Anti-Deficiency Act, D.C. Code §§ 47-355.01 - 355.08, as the foregoing statutes may be amended from time to time, and (iv) Section 446 of the District of Columbia Home Rule Act. Neither the Contract nor any of the Contract Documents shall constitute an indebtedness of 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 Department has levied or pledged any form of taxation. **IN ACCORDANCE WITH § 446 OF THE HOME RULE ACT, D.C. CODE § 1-204.46, NO DISTRICT OF COLUMBIA OFFICIAL IS AUTHORIZED TO OBLIGATE OR EXPEND ANY AMOUNT UNDER THE CONTRACT OR CONTRACT DOCUMENTS UNLESS SUCH AMOUNT HAS BEEN APPROVED, IS LAWFULLY AVAILABLE AND APPROPRIATED BY ACT OF CONGRESS.**

Section 17 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 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. Contract Exhibits other than the Standard Contract Provisions
- c. Contractor's Proposal _____.
- d. The RFP dated _____, as amended
- e. Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated January 2016.

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

DEPARTMENT OF GENERAL SERVICES

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

CONTRACTOR

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