

AWARD/CONTRACT

1. Caption
 City-wide Electronic Security Systems Operations, Inspection,
 Maintenance & Repair Services

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2. Contract Number **3. Effective Date** **4. Requisition/Purchase Request/Project No.**

DCAM-21-NC-RFP-0010 See Block 18

5. Issued By: Franklin Austin, CPPB, CPM Code **6. Administered by (If other than line 5)** Keith Giles, Contract Specialist

Department of General Services
 Contracts and Procurement Division
 2000 14th Street, 8th Floor
 Washington, DC 20009

Department of General Services
 Contracts and Procurement Division
 2000 14th Street, 4th Floor
 Washington, DC 20009 – Keith R. Giles keith.giles@dc.gov

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

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

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

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

11. Ship to/Mark For Code **12. Payment will be made by** Code

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

X _____
 Signature

14. Accounting and Appropriation Data
 ENCUMBRANCE CODE:

15A. Item	15B. Supplies/Services	15C. Qty.	15D. Unit	15E. Unit Price	15F. Amount
0001					

TOTAL AMOUNT OF CONTRACT ☞

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PROCUREMENT SCHEDULE

ISSUE DATE	TUESDAY, JANUARY 5, 2021
PRE-PROPOSAL CONFERENCE	FRIDAY, JANUARY 8, 2021 AT 11:00 A.M. EST WEBX WEBINAR: [MEETING NO.]: 180 414 1641 [PASSWORD]: pSpmaYNR535 DGS DCAM-21-NC-RFP-0010 Pre-proposal WebX
QUESTIONS	SECTION [L.6] TUESDAY, JANUARY 12, 2021
PROPOSAL CLOSING DATE	SECTION [L.7] WEDNESDAY, JANUARY 27, 2021 AT 2:00 P.M. ELECTRONIC SUBMISSION VIA EMAIL: DGS.GOODS-SERVICES@DC.GOV

Contracting Officer will complete Item 17 or 18 as applicable

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

18. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number **DCAM-21-NC-RFP-0010** including the additions or changes made by which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. Name and Title of Signer (Type or print) **20A. Name of Contracting Officer**

19B. Name of Contractor	19C. Date Signed	20B. District of Columbia <small>(Signature of Contracting Officer)</small>	20C. Date Signed
<small>(Signature of person authorized to sign)</small>			

SECTION B

CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

- B.1** The Government of the District of Columbia, acting by and through its Department of General Services (the “Department” or “DGS”) Division of Contracts and Procurement (“C&P”) (collectively the “District”) is issuing this Request for Proposals (“RFP”) to engage a single Contractor to provide *City-wide Electronic Security Systems Operations, Inspection, Maintenance & Repair Services* at various District owned and or operated facilities.
- B.1.1** The Department intends to award one (1) Contract to a single Contractor.
- B.1.1.1** Offerors shall bid on all Contract Line Items (CLIN’s) including such CLIN’s identified for the Base Period and all Option Periods.
- B.1.1.2** Offeror’s failure to complete the price schedule(s) for all CLIN’s (as prescribe herein), covering all option periods shall be sufficient to render a proposal non-responsive and subject to exclusion from further evaluation in consideration of award. For the complete submission and evaluation criteria please refer to **Sections [L] and [M]** of this solicitation
- B.1.2** The awarded Contractor shall provide all supervision, labor, materials, tools, supplies, vehicles, lifts, equipment and transportation to ensure effective performance of services as prescribed herein for a Base Period (“BP”) and up to four (4) additional, one (1) year option periods (each an “Option Period”).
- B.2** **TYPE OF CONTRACT**
The District contemplates the award of a single Fixed-Price type Contract in accordance with **Title 27 DCMR Chapter 47, 4712 and Chapter 23, 2402 FIXED-PRICE CONTRACTS**, with supplemental repair services performed on a **TIME-AND-MATERIAL basis** in accordance with **Title 27 DCMR Chapter 47, 4716 and Chapter 23, 2420**.
- B.2.1** The Fixed-Price Contract resulting from this RFP shall contain the following types of price and cost components:
- a) Equipment inspection and maintenance and all minor repair type services shall be based on firm-fixed monthly rates, priced per location. **All services under the firm-fixed monthly rates, are all inclusive and shall be provided in accordance with the service level agreements.***
 - b) Supplemental services shall include but are not limited to on-call repairs, replacement and or new equipment installations not associated with the routine monthly OM&R services and shall be based on firm-fixed direct hourly labor rates.
 - (i) Firm-fixed Direct Hourly Labor Rates for all non-routine supplemental services shall be compensated on a Time and Materials basis provided pursuant to the established ordering ceiling limits as fully defined in **Section [B.4.2.1]**. *Materials, parts and or supplies shall be furnished to the District***

“at cost,” the District will not grant or accept any mark-ups of the Contractor’s materials and supplies furnished under this Contract net of trade discounts, of all materials, products, supplies and equipment incorporated into the work, including, without limitation, costs of transportation and handling.

B.3 LIST OF LOCATIONS

The awarded Contractor shall perform the required services for all properties defined in **Attachments J.12**.

B.4 PRICE - COST SCHEDULES

The Firm-fixed rates, both monthly and direct hourly labor rates shall be the Contractor’s sole method of compensation and as such, shall be sufficient to cover all of the service requirements including, but not limited to, all labor, supplies, repairs, tools, vehicles, transportation, travel to and from work sites, per diem, subcontractor cost, overhead and profit tied to the Contractor’s firm, fixed price rates (***excluding any overhead and profit tied to the Contractor’s materials, parts and supplies, which shall be prohibited as noted in Section [B.2.1(b)(i)] above***), insurance coverage and provisions as required in **Section [I.14]**, as well as all applicable year-over-year service cost increases due to market variables and any increase to labor category, direct hourly rates issued by the U.S. Department of Labor Service Contract Act Wage Determination and or the D.C. Living Wage Act of 2006 (*whichever prevailing wage is applicable under the award of the Contract and all subsequent Option Periods*) and, all else necessary to perform all work related to providing the District with safe and proper execution of required services as described herein.

B.4.1 BID FORM PRICE SCHEDULE/COMPENSATION – *Please Refer to Attachment J.12*

B.4.2 Cost Reimbursement. The Contractor will be compensated for all cost associated with any non-routine, supplemental services incurred in providing on-call repairs, replacement parts, electronic security system equipment and all else as reasonably inferred and so defined in **Section [C.6]** on a Time and Material Basis. Supplemental Services will be considered reimbursable only after the Contracting Officer’s Technical Representative (“COTR”) has determined the price to be reasonable, allowable, and allocable in accordance with Chapter 24 (Contract Cost Principles) of DCMR Title 27, Chapter 2405 (Cost Reimbursement Contracts); and the following are complete:

- (i) The Contractor provides the Department with a written estimate (“Quote”) outlining the itemized cost of all labor hours, parts and or materials required to complete the subject repair or replacement services. Without exception, these cost of certain parts, materials and or supplies shall follow the guidelines established in **Section [B.2.1]**. The Quote shall include, but is not limited to, estimated hours, labor category, itemized parts, manufacture name, part number, direct vendor cost of parts, estimated shipping, and arrival of parts;

- (ii) The Contracting Officer’s Technical Representative (“COTR’s”) written approval of the Quote and finally;
- (iii) A purchase order (“PO”) is in place for the applicable period (e.g. BP, OY1, OY2, OY3 and or OY4). These reimbursable time and material cost shall-not exceed the annual ceiling as defined in **Section [B.4.2.1]**.

B.4.2.1 Cost Reimbursement Ceiling

All T&M costs with hourly rates and at-cost materials shall live under the \$50,000.00 annual not-to-exceed limits as identified in the chart below:

ITEM DESCRIPTION	BASE PERIOD	OPTION YEAR ONE (OY1)	OPTION YEAR TWO (OY2)	OPTION YEAR THREE (OY3)	OPTION YEAR FOUR (OY4)
	NOT-TO-EXCEED CEILING	NOT-TO-EXCEED CEILING	NOT-TO-EXCEED CEILING	NOT-TO-EXCEED CEILING	NOT-TO-EXCEED CEILING
REPAIR SERVICES SECTION [C.7]	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00

B.5 DESIGNATION OF SOLICITATION FOR THE SMALL BUSINESS SET-ASIDE MARKET ONLY

This RFP is designated only for certified small business enterprises (“SBEs”) under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2014”, D.C. Official Code § 2-218.01 et seq., as amended. Thus, ***ONLY Offerors that are certified by the District of Columbia Department of Small and Local Business Development (“DSLBD”) as SBEs at the time of the Proposal Submission Deadline are eligible.***

B.5.1 For Contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with **Section [H.9]**.

B.5.1.1 SPECIAL PROVISIONS RELATED TO THE COVID-19 EMERGENCY – *RESERVED [Intentionally Omitted]*

B.5.2 The Contractor shall submit with its proposal a subcontracting plan required by law ***Attachment J.7***

IMPORTANT NOTICE: The Department will notify Offerors of any changes, additions and or deletions to the specifications and or responses to questions by addenda posted on the Department of Contracts and Procurement website. It is the potential Offeror’s responsibility to frequently visit The Department’s Contracts and Procurement website at: <http://dgs.dc.gov/page/dgs-solicitations> to obtain addenda once they have received a copy or downloaded a copy of the solicitation.

SECTION C SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

The contractor shall provide an all-inclusive services for city-wide electronic security systems operation, inspection, maintenance and repair services, to include but shall not limited to, software and hardware solutions manufactured by the following firms: RS2, GE, Milestone, Assa Abloy, Aventura, Pelco, Bosch, American Dynamics, Axis, Dell, Winsted, HID, HESS, Securitron, Aiphone, Stentofon, Gunnebo, RCI, Altronix, Schlage, Potter, DSI, Honeywell, APC, Talk-A-Phone, DMP, and FOCUS 200.

The Contractor shall provide a turnkey service for the sustainment of the District's electronic security systems, including, but not limited to, installation of application software and interfaces, provide administrative services for all systems, warranty both the legacy system components and those coming off warranty, provide preventative maintenance, service all systems, provide software support agreements, provide spare parts inventory, coordination with all affected parties as required to complete the services, and make small additions and changes to the systems as needs required to maintain the system in good working order in accordance with **Section [C.5] - Requirements**.

C.2 APPLICABLE DOCUMENTS

Item No.	Document Type	Title	Version/Date
2	U.S. Law	National Electric Code (NEC)	Most Recent
1	U.S. Law	Environmental Protection Agency (EPA) 42 USC sections 6901-6976 Hazardous Substances and Waste	Most Recent
4	Federal Regulations	U.S. Department of Labor Occupational Safety and Health Administration 29 CFR, Part 1910, Subparts A-P	Most Recent
5	Federal Regulations	U.S. Department of Labor Occupational Safety and Health Administration 29 CFR, Part 1926,	Most Recent
9	Executive Order	Energy Policy Act of 2005	Most Recent
11	D.C. Regulations	International Building Code (IBC)	Most Recent
12	D.C. Law	DC Construction Codes http://dcra.dc.gov/DC/DCRA/Permits/Construction+Codes	Most Recent
13	DCMR	D.C. Official Code, sections 10-1001-1005 Parks, Public Buildings, Grounds and Space	Most Recent

16	DC Website	Department of Consumer and Regulatory Administration (DCRA) Building and Land Regulation Administration (BLRA).	Most Recent
19	DC Website	Department of General Services http://dgs.dc.gov/DC/DGS	Most Recent
20	Accredited Specs and Standards	International Electrical Testing Association (NETA)	Most Recent
22	DC Policy	OCP Directive 1303.00, dated October 1, 2003, titled "Environmentally Preferable Purchasing."	Most Recent
28	Accredited Specs and Standards	Public Buildings Maintenance Guides and Time Standards	Most Recent
33	Accredited Specs and Standards	National Electrical Code (NEC)	Most Recent
34	Accredited Specs and Standards	Elevator Industry Field Employees' Safety Handbook	Most Recent
35	Accredited Specs and Standards	Building Official Code Administration (BOCA)	Most Recent
36	Accredited Specs and Standards	American Society for Testing Materials (ASTM)	Most Recent
37	Accredited Specs and Standards	Institute of Electrical and Electronics Engineers (IEEE)	Most Recent
47	Federal Law	U. S. Department of Justice American with Disabilities Act	Most Recent

C.3 DEFINITIONS

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

C.3.1.1 **"Acceptance"** constitutes acknowledgment that the supplies or services conform to applicable contract quality and quantity requirements.

C.3.1.2 **"Approval"** means the Department and/or the District has reviewed submittals, deliverables, or administrative documents (e.g., insurance certificates, etc.), and has determined the documents conform to contract requirements. Department and/or District approval shall not relieve the Contractor of responsibility for complying with Federal, District, local laws and regulations.

- C.3.1.3** “**Additional Property Sites**” These properties are new properties for which the Department assumed responsibility or otherwise acquired; property that was previously assigned to another Contractor; or a property that a Contractor was not awarded.
- C.3.1.4** “**Assessment**” The action or an instance of making a judgment about the equipment/apparatus; an official valuation of the equipment/apparatus for the purpose of declaring the condition or current state of operation as more fully defined in **Section [C.5.2.1]**.
- C.3.1.5** “**Applicable Laws**” means all applicable federal and local laws, statutes, codes, ordinances, rules and regulations (whether existing now or subsequently passed, enacted, adopted or amended, at any time, during the term of an award made hereunder).
- C.3.1.6** “**Approval**” means the Department, and/or the District has reviewed submittal, deliverables, or administrative documents (e.g. insurance certificates, etc.), and has determined the documents conform to contract requirement. Department and/or District approval shall not relieve the Contractor of responsibility for complying with Federal, District, local laws and regulations.
- C.3.1.7** “**Award Notice**” is defined as the notice given by DGS to that particular Contractor stating that such Offerors has been awarded a contract hereunder.
- C.3.1.8** “**Contracting Officer (CO)**” shall be a business communications liaison between the Department and a Contractor. He or she ensures that their goals are mutually beneficial. The CO is an employee who is responsible for recommending, authorizing, or denying actions and expenditures for both standard delivery orders and task orders, and those that fall outside of the normal business practices of its supporting Contractors and Sub Contractors.
- C.3.1.9** “**Contract Term**” shall mean, in the case of any particular Contractor, the term of that particular Contractor’s Awarded Contract commencing upon the award date, continuing through those option periods (if any) so exercised by DGS, and lasting until its early termination or expiration thereof.
- C.3.1.10** “**Contractor**” means the individual, firm, company, corporation, partnership, or combination thereof, including joint ventures, contracting with the Department to the contract work. The Contractor is one of the parties to this Contract.
- C.3.1.11** “**Contractor’s Obligations**” shall mean all of the obligations imposed on the Contractor by this Contract.
- C.3.1.12** “**Correction**” means the elimination of a defect.
- C.3.1.13** “**Cost Reimbursement**” the contractor is paid for all of its allowed expenses to a set limit, plus additional payment to allow for a profit.

- C.3.1.14** “**COTR**” means the Contracting Officer’s Technical Representative and is responsible for technical direction and administration of the Contract, advising the Contracting Officer as to the Contractor’s compliance or noncompliance with the Contract. The COTR is responsible for general administration of the Contract and advising the CO as to the Contractor’s compliance or noncompliance with the Contract. The COTR has the responsibility for the day-to-day monitoring and supervision of the Contract to ensure that the work conforms to the requirements, and other duties as authorized by the CO.
- C.3.1.15** “**Defects**” is an anomaly in a product and or service defined as a shortcoming, imperfection or lack of standard. For the purposed of this Contract “Defects” are those obstacles that will likely prevent the Contractor from performing fifty percent (50%) or more of the services required at a given site.
- C.3.1.16** “**Deficiency**” means a lack of quality and/or sub-standard of work. For purpose of this solicitation, a deficiency is an item, or condition that is considered sub-standard, or below minimum expectations with regard to code, work product and safety.
- C.3.1.17** “**Direct Cost**” is a cost that may be calculated and identified directly with a product, function, or activity and that usually involves expenditures for raw materials and direct labor.
- C.3.1.18** “**District**” means all authorized District of Columbia (DC) Government agencies and their representative having jurisdiction over the any particular equipment, property, building, facility and or land.
- C.3.1.19** “**District Furnished Property**” means any property in the possession of or directly acquired by the District and subsequently made available to the Contractor to use in the performance of the Contract.
- C.3.1.20** “**District Operated Property**” means all property occupied, leased or acquired by the District under the terms of the contract, including District-furnished property.
- C.3.1.21** “**District Owned Property**” means all property owned or acquired by the District under the terms of the contract, including District-furnished property.
- C.3.1.22** “**Emergency Service Call**” A Service Call or other request for service placed outside of Normal Working Hours, and of such a nature, that response cannot wait for the resumption of Normal Working Hours.
- C.3.1.23** “**Holidays**” are days observed by the District of Columbia Government.
- C.3.1.24** “**Hours of Operation**” refers to the time period for which the Contractor’s staff shall be on site performing services. For the purpose of this Contract, the Contractor’s hours of operation shall not extend beyond the timeframe of 8:30 a.m. and 5:00 p.m. EST in accordance with **Section [C.6.1]**.

- C.3.1.25** “**Industry Standards**” means the highest level of industry-developed best standards, practices or procedures (including any standards, practices or procedures established by the applicable trade associations or under Applicable Laws).
- C.3.1.26** “**Inspections**” is a systematic practice of monitoring, at regularly scheduled interval inspections of the infrastructure conditions, unit placement, usage, signage/markings in support of DCMR mandates, etc.
- C.3.1.27** “**Key Personnel**” refers to the Contractor’s personnel, who has been identified and approved to perform the work; they will provide the required services under the supervision of the Contractor
- C.3.1.28** “**Normal Working Hours**” – is the time period of: 8:30am – 5:00pm.
- C.3.1.29** “**Offerors**” refers to any individuals, business entities or any combinations thereof, submitting a proposal in response to an RFP.
- C.3.1.30** “**Operational**” meaning a facility, building, property and or equipment is functioning as to the specified intent and or by the manufacturer recommendations.
- C.3.1.31** “**OSHA**” – Occupational Safety and Health Administration (OSHA) is the Federal Government agency responsible for providing the rules and regulations on safety and health requirements in the workplace.
- C.3.1.32** “**Option Exercise Notice**” shall mean, in the case of any particular Contractor, the preliminary notice given to that particular Contractor by the CO stating the Districts intent to exercising its option to extend the Awarded Contract for an option year.
- C.3.1.33** “**Preventive Maintenance (PM)**” means a program of maintenance activities performed on a fixed schedule, or on equipment runtimes, generally in accordance with manufacturers’ recommendations with the intent of keeping equipment in reliable operating condition and preventing deterioration.
- C.3.1.34** “**Prevailing Wage**” The prevailing wage is defined as the hourly wage, usual benefits and overtime, allegedly paid to the majority of workers, laborers, and mechanics within a particular area as determined by the Service Contract Action Wage Determination, Davis Bacon and or the District of Columbia Living Wage Act; **whichever of the applicable is higher.** Prevailing wages are established by regulatory agencies for each trade and occupation employed in the performance of public work, as well as by State Departments of Labor or their equivalents.
- C.3.1.35** “**Regulatory Inspection**” performed to assess compliance with guidelines and regulations and to assure the Competent Authority of the validity of the study data and the rights and protection of subjects. A routine inspection is a periodic inspection to determine compliance with applicable regulations and guidelines.
- C.3.1.36** “**Repair**” Restore to sound working condition or to fix damage.

- C.3.1.37** **“Replace”** To remove a component and install a new or equivalent component.
- C.3.1.38** **“Response Time”** means the time period in which the Contractor, after initial notification by the District, is required to be physically on the premises at the work site, with appropriate tools, equipment, and materials, ready to perform the required Work.
- C.3.1.39** **Scheduled Maintenance** means those maintenance or repairs to equipment or system(s)/apparatus that occur as a part of the regular preventive maintenance schedules.
- C.3.1.40** **“Service Call”** means a response to a tenant or agency complaint, or a response to an observation that some equipment, system(s)/apparatus or material covered by the Contract is inoperable, dysfunctional or deteriorated, or that performance standards of the Contract are not being met. The Service Call response involves analysis of the problem, and adjustment of operating or monitoring controls or other immediate corrective action. A requirement to perform a Repair may result from the analysis stage of a Service Call. A Service Call can be either an Emergency or Non-Emergency Service Call.
- C.3.1.41** **“Service Work Order”** a task or a job for a customer, which can be scheduled or assigned to someone. Such an order may be from a customer request or created internally within the organization. Work orders may also be created as follow ups to Inspections or Audits. A work order may be for products or services.
- C.3.1.42** **“Token”** means the smallest meaningful unit of information in a sequence of data for a compiler.
- C.3.1.43** **“Virtual Private Network”** is a that supports arbitrary and changing sets of network nodes.
- C.3.1.44** **“Wage Determination”** A wage determination is a listing of wage rates and fringe benefit rates for each labor category of workers which the U.S. Department of Labor has determined to be prevailing in a given area. It establishes standards for wage rates and safety and health protections for employees performing work on covered Government contracts.

C.3.2 Acronyms

- C.3.2.1** **The following are acronyms used for the purpose of this solicitation:**
- C.3.2.2** **ANSI** American National Standards Institute
- C.3.2.3** **ASME** American Society of Mechanical Engineers Safety Code for Elevators and Escalators A17.2 Inspectors Manual.
- C.3.2.4** **ASTM** American Society for Testing Materials
- C.3.2.5** **BLRA** refers to the DCRA’s Business Licensing Regulation Administration

C.3.2.6	BOCA	Building Official Code Administrators
C.3.2.7	CERP	Contractor’s Emergency Response Plan
C.3.2.8	CO	Contracting Officer
C.3.2.9	COOP	Continuity of Operations Plan
C.3.2.10	COTR	Contracting Officer’s Technical Representative
C.3.2.11	DCMR	District of Columbia Municipal Regulations
C.3.2.12	DCRA	Department of Consumer and Regulatory Affairs
C.3.2.13	DGS	Department of General Services
C.3.2.14	DPR	Department of Parks and Recreation
C.3.2.15	DSLBD	DC Department of Small and Local Business Development
C.3.2.16	EPA	Environmental Protection Agency
C.3.2.17	MSDS	Material Safety Data Sheet
C.3.2.18	NEC	Refers to the National Electrical Code
C.3.2.19	NEMA	National Electrical Manufacturers Association
C.3.2.20	NETA	National Electrical Testing Association
C.3.2.21	NFPA	National Fire Protection Association
C.3.2.22	NIOSH	National Institute for Occupational Safety and Health
C.3.2.23	OSHA	Occupational Safety and Health Administration (OSHA) is the Federal Government agency responsible for providing the rules and regulations on safety and health requirements in the workplace
C.3.2.24	PBS	Public Buildings Maintenance Guides and Time Standards
C.3.2.25	PM	Preventive Maintenance
C.3.2.26	PPE	Personal Protective Equipment
C.3.2.27	PSPD	Protective Services Police Division
C.3.2.28	QA	Quality Assurance

C.3.2.29	QAP	Quality Assurance Protocol
C.3.2.30	QC	Quality Control
C.3.2.31	QCP	Quality Control Program
C.3.2.32	VPN	Virtual Private Network

C.4 BACKGROUND

The Department is the lead agency responsible for maintaining electronic security system equipment throughout the District. DGS provides management and maintenance related services for over eight hundred fifty (850) owned and leased properties. These properties include office buildings, schools, parks, and recreation centers. As a service-providing agency, positive customer service and rapid response and resolution to tenant issues and service requests are paramount to all of DGS' operation and mission. Likewise, the safety and wellbeing of the Districts residents, visitors, students, and DC Government employee's is paramount to the Agency mission critical goals.

In 2000 the District implemented the current ESS system on a GE platform and subsequently converted to RS2. ADT/Tyco implemented the base system and a variety of security system installers managed the additional expansions and upgrades. Over the last five years the number of card readers, cameras and optical turnstiles doubled by more than 100%. The legacy GE head-end and field hardware remains; and as part of the migration process the District added RS2/Mercury M5 bridge hardware systems.

C.5 REQUIREMENTS

All operations, inspection, maintenance, and minor/major repair related services described hereunder shall be provided based on firm-fixed rates (whether monthly and or hourly) per location. **All services under the firm-fixed rates, are all inclusive and shall be provided in accordance with the service level agreements.**

C.5.1 Preventative Maintenance. The Contractor shall provide preventive maintenance as well as emergency and remedial repair services relating to the current and future installed base of security systems and components. See **Section [C.5.5] Maintenance** for details.

C.5.1.1 Software Support. The Contractor shall provide the application software for the electronic security management system and convert selected facilities as determined by PSD.

C.5.1.2 Maintain and updated all software support agreements for all installed systems, including – but not limited to – RS2, GE, Milestone and Aventura.

C.5.1.3 All labor required to support the requirements herein shall include but is not limited to the following: Program Management, System Administrators, Service Technicians and Support Personnel and all else as reasonably inferred in support of project reporting and contracts administration.

C.5.2 Hardware

The Contractor shall refer to the Approved Product List & Proposed Spare Parts List for a comprehensive list of system components and locations as well as the Standard Security Details for the current list of approved products and manufacturers. DGS has a considerable investment in the products listed in the Standard Security Details. When replacing failing or malfunctioning ESS components, Contractor shall only utilize components from the Approved Product List, *Attachment J.15*.

C.5.2.1 New Install. New equipment installation may occur under one of three (3) scenarios:

- (i) required as part of a facility/building modernization/renovation.
 - a. As part of the routine OM&R services (at no additional cost) the Contractor shall install readily available equipment from the surplus inventory which meets the site requirements as currently specified in *Attachment J.12* and as amended.
- (ii) as a result of a brake/fix/replace services, discovered during the monthly routine inspection and maintenance.
 - a. As part of the routine OM&R services (at no additional cost) the Contractor shall install readily available equipment from the surplus inventory which meets the site requirements as currently specified in *Attachment J.12* and as amended.
- (iii) as a result of a break/fix/replace services, resulting from an on-call repair services request.
 - a. On a supplemental, time and material basis, (in accordance with the rates established in **Section [B.4.1]**) the Contractor shall install readily available equipment from the surplus inventory which meets the site requirements as currently specified in *Attachment J.12* and as amended.

C.5.2.1.1 In the event the surplus inventory is insufficient to fulfill any of the requirements listed above, the Contractor shall provide the COTR with a quote for new Original Equipment Manufacturer (“OEM”) equipment, detailing at a minimum the compliance with the site specific specifications, vendor cost of equipment, warranty period, lead-time and shipping cost.

C.5.2.2 Warranty. The Contractor shall warrant all existing software & equipment systems as well as any new work for a period of one year from the date of acceptance to be free of defects in design, workmanship, and material. The Contractor shall provide all labor and materials necessary to correct any deficiencies noted in the warranty period at no additional cost to the District. Any corrective action provided shall comply with the requirements of **Section [C.5]**. Furthermore, the Contractor shall provide the COTR with copies of all equipment warranties within ten (10)-days of activation.

C.5.2.3 Integration Responsibilities. At the discretion of the COTR, other Contractors may install additional equipment to either system. In that event, the Contractor shall:

- C.5.2.3.1** Perform all system administration tasks, as defined to bring the new system online and required during the warranty period.
- C.5.2.3.2** Add the new system to its service responsibilities at the end of the warranty period subject to the provisions of **Section [C.5.2.2]**.
- C.5.2.3.3** Replace components and inventory, both legacy and equipment coming off warranty.
- C.5.2.4** **Delivery Storage & Handling.** The contractor shall ensure the following:
 - C.5.2.4.1** Equipment and components arrive on site properly protected and undamaged with, packaging and labels intact.
 - C.5.2.4.2** Materials and equipment are stored, managed, and protected in accordance with the manufacturers' recommendations.
 - C.5.2.4.3** Additional protection is provided during handling as necessary to prevent breaking, scraping, marring and otherwise damaging products or surrounding areas.
 - C.5.2.4.4** All equipment and components that are to be installed are protected from theft, vandalism and exposure to rain, freezing temperatures, and direct sunlight.
 - C.5.2.4.5** Installed equipment and components are protected from damage and use by unauthorized persons.
- C.5.2.5** **Legacy Equipment.** The Contractor shall maintain all current and in use legacy equipment of retired manufactures such as Aventura equipment until such time that (i) the equipment is non-repairable and or (ii) the COTR directs the replacement of said equipment. Replacement of such equipment shall meet the guidelines established in **Section [C.6.5]**.
- C.5.2.6** **Spare Parts Inventory**
 - C.5.2.6.1** The contractor shall use the Approved Product List and Proposed Spare Parts List as a minimum guide and shall include all pricing necessary to equipment service team and associated Contractor personnel with the inventory of spare parts necessary to ensure the time frames in **Section [C.6.1]** are not exceeded.
 - C.5.2.6.2** The contractor shall make space for spare parts at their facility that can be accessed 24 hours a day. Bi-annual inspection of spare parts and inventory will be conducted by representatives of the District.
 - C.5.2.6.3** The Contractor shall maintain the spare parts inventory and turn it over complete to District at the end of the contract at no additional expense to the District.

C.5.2.7 System Types and Configurations

C.5.2.7.1 Access Control

- C.5.2.7.1.1** DGS currently operates an RS2 access control system as indicated in *Attachment J.12*.
- a. The system is managed from the John Wilson Building located at 1350 Pennsylvania Avenue. The system controls all devices in the city and consists of a RS2 access IT Server communicating with RS2 M5 bridge hardware and servers/storage/NVRs/DVRs over the city's WAN.
- C.5.2.7.1.2** All security devices are wired to M5 bridge controllers strategically located (usually in LAN or Telco closets) in buildings throughout the city.
- a. At least one M5 in each facility is connected to the District's LAN.
 - b. Other M5s may be connected in a daisy-chain fashion to an M5 on the LAN.
 - c. Each M5 is equipped as necessary with a CPU board (PX, PXN or PXNplus), one or two 8-reader (8RP) boards, an input board (20DI) and an output board (16DOR).
 - d. All monitored and controlled devices are directly wired back to the M5 panel except devices associated with card reader-controlled doors.
 - e. All alarm devices monitored from the M5 are supervised with dual 1K resistors at the device.
- C.5.2.7.1.3** Readers are connected to legacy GE components as well as RS2 components. It is estimated that 60% of the existing hardware is connected to a HID controller, in 30% it is a WIU-2 and in 10% (recent additions) it is a WIU-4.
- a. The locking device, REX PIR, door contact and reader are connected to the door controller which is wired back to a port on the 8RP daughter card in the M5.
 - b. Except where required by code, all locking devices are fail-secure.
- C.5.2.7.1.4** Most card readers are either standard HID ProxPro readers with the addition of HID multiclass and GE PIV/FIPS 201 compliance.
- C.5.2.7.1.5** Access cards are standard HID 26-bit proximity cards.
- ### **C.5.2.7.2 Security Management System**
- C.5.2.7.2.1** Access control, alarm management, video management, credentialing and other functions are integrated through RS2 located on a single server in each system.
- C.5.2.7.2.2** Maintaining the city's credentialing system, operated through RS2, is part of this scope of work.
- ### **C.5.2.7.3 CCTV**
- C.5.2.7.3.1** Buildings equipped with CCTV systems contain a combination of analog and IP CCTV cameras connected to on-site GE, Milestone, or Aventura head-end infrastructure including servers, storage, DVRs, etc.

C.5.2.7.3.2 Each head-end infrastructure is network connected allowing live and recorded playback through the various system interfaces (Milestone, Aventura CWS, GE Facility Commander).

C.5.2.7.3.3 At several sites, multiplexers split the video signals to Pelco switches, sized for the facility, and/or on-site monitoring stations.

C.5.2.7.4 Intercom

C.5.2.7.4.1 Buildings equipped with intercom systems may contain multiple systems.

C.5.2.7.4.2 The systems range from one master station and one substation to four substations and three master stations.

C.5.2.7.4.3 The Wilson Building and Unified Command Center are equipped with Stentofon intercom systems with exchanges located in the security equipment racks.

C.5.2.7.5 Optical Turnstiles

C.5.2.7.5.1 PSD has equipped selected facilities with various optical turnstiles systems.

C.5.2.7.5.2 Buildings equipped with optical turnstiles must be serviced and maintained per manufacturer's requirements.

C.5.2.7.6 Elevator Control

C.5.2.7.6.1 It is the responsibility of the Contractor to interface with all elevator manufacturers and service firms with respect to elevator control.

C.5.2.7.6.2 The Contractor shall coordinate with respective elevator control company when testing, servicing, modifying, or reprogramming elevator control configurations.

C.5.2.7.7 Other Systems & Components

Other components include but are not limited to:

C.5.2.7.7.1 Readers used to arm/disarm security components.

C.5.2.7.7.2 Elevator hall call readers allowing only card holders to call elevators to the floor.

C.5.2.7.7.3 Optical/barrier turnstiles with readers & control panels.

C.5.2.7.7.4 Monitored doors.

C.5.2.7.7.5 Glass break detectors.

C.5.2.7.7.6 Duress alarms.

C.5.2.7.7.7 Motion detectors.

C.5.2.7.7.8 Emergency phone (intercoms) towers.

C.5.2.7.7.9 Power supplies and battery units.

C.5.2.7.7.10 Fence protection system.

C.5.3 Project Manager

The Contractor shall designate a Project Manager to be responsible for all work performed under this contract including preventive maintenance, emergency service, additions and changes, and system conversion. This individual shall:

C.5.3.1 Manage the day to day aspects of the work.

C.5.3.2 Be available to PSD and for all meetings and consultations.

C.5.3.3 Issue reports and status indications as and when required by PSD.

C.5.3.4 Be empowered to make decisions for the contractor regarding prices, deliveries, workforce, and schedules for all aspects of the work.

C.5.3.5 This individual shall be separate from the systems administrator and back-up system administration personnel.

C.5.3.6 The Contractor shall ensure that all technical personnel working on this contract will be certified by the respective manufacturer of the access control, optical turnstile, intercom, CCTV, and DVR equipment.

C.5.3.7 The Contractor shall coordinate with the Office of the Chief Technology Officer (OCTO) to ensure LAN/WAN connectivity and compatibility.

C.5.4 System Administrator Roles & Responsibilities

The Contractor shall perform all system administrator functions for all electronic security systems during Normal Business Hours (NBH) currently established as 8:30 AM to 5:00 PM on weekdays. The Contractor's System Administrators shall be stationed at the Wilson building located on the basement level. The Wilson building is located at 1350 Pennsylvania Ave, N.W. Washington DC. System Administrators shall administer the citywide electronic security system from this location or any others at the discretion of PSD.

C.5.4.1 The Contractor shall perform all system administrator functions for all electronic security systems during Normal Business Hours (NBH) currently established as 8:30 AM to 5:00 PM on weekdays.

C.5.4.2 Contractor shall provide a dedicated and certified System Administrators to support the Citywide ESS program. Upon approval by PSD, the System Administrators shall not change until an alternate candidate has been submitted to and approved by PSD.

C.5.4.3 Within 30 days of the commencement of the contract, Contractor shall submit for PSD approval a list of back-up support staff. The Contractor shall ensure the approved support staff is available to administer the systems during vacations, holidays, sick days, training days and other days the System Administrators are not available. Back-up staff shall be knowledgeable and trained to the extent that there shall be no requirement to get up to speed when their services are required except as is typical during a return from vacation.

- C.5.4.4** System Administrators duties shall include but not limited to the following:
- C.5.4.5** Servers and other front-end devices:
- a. Confirm back-ups of data occur as scheduled.
 - b. Confirm back-ups of transaction history occur as scheduled and that there are no memory overloads.
- C.5.4.6** Program new devices that require definition in such as CCTV cameras, card readers, inputs, controlled outputs, access categories, graphics, and other database requirements.
- a. All device descriptors shall conform to the styles and abbreviations listed in the Standard Security Details.
- C.5.4.7** Confirm and document in a log the operational functionality of key system components on a regular and frequent basis as defined in **Section [C.5.6]**.
- C.5.4.8** Respond to calls for assistance from cardholders or others within the systems' footprint.
- C.5.4.9** Monitor the entire system, notify PSD whenever a problem or malfunction arises and Dispatch Technician(s) to remedy system errors.
- C.5.4.10** Generate reports (custom, scheduled or otherwise) of system activity, operator activity or cardholder activity.
- C.5.4.11** Assist Contractor's technicians when diagnosing performance issues and provide support during repair operations.
- C.5.4.12** In the cases where PSD selects another firm to provide and install the ESS system, the SA shall provide assistance to that company's technician(s) related to incorporating installed system into overall ESS architecture and/or diagnosing performance issues.
- C.5.5** **Maintenance**
- C.5.5.1** **Preventive Maintenance**
- C.5.5.1.1** Preventive maintenance shall be conducted by factory trained and certified technicians. Prior to the commencement of the contract, upon COTR request, the Contractor shall furnish a list of all such qualified technicians with a copy of relevant certifications for each.
- C.5.5.1.2** Preventive maintenance shall be conducted during normal business hours unless specifically agreed to in writing by the COTR. Unless after hours work was requested by COTR the Contractor shall bear any additional costs for after-hours preventive maintenance.
- C.5.5.1.3** The contractor shall:
- a. Submit a Preliminary Preventive Maintenance Schedule to the COTR for approval within four weeks after contract award.
 - b. Advise the COTR of all preventive maintenance work a week in advance.

- c. Notify the COTR immediately upon finding any remedial work that is required. The contractor shall not make any repairs until authorized by the CORT.
- d. Submit properly completed documentation describing all preventive maintenance work as outlined in **Section [C.5.5.2]**.

C.5.5.2 Preventive Maintenance Requirements

C.5.5.2.1 Contractor shall physically activate to the “alarm” state once per year:

- a. Each fence mounted detector.
- b. Each glass break detector. Activation shall be by an electronic tone generator tuned to the appropriate frequency.
- c. Each door contact on both monitored doors and the inactive leaf of double doors controlled by card readers.
- d. Each door held open and door forced open timer on reader-controlled doors.
- e. Each duress alarms.
- f. Each motion detector.
- g. Each temperature sensor alarm.

C.5.5.2.2 When activating any device as required by **Section [C.5.5.2.4]** the contractor shall ensure:

- a. The appropriate system responses are activated.
- b. The appropriate information is displayed in the control rooms and workstations.
- c. The test activation and all system responses are recorded in the transaction history logs.

C.5.5.2.3 The contractor shall inspect, clean, and adjust for optimal image and field of view, each CCTV camera and in addition shall maintain and confirm the operational capability of each PTZ camera control once per year.

C.5.5.2.4 The contractor shall confirm the operational status by electronically testing from a security system workstation:

- a. Each CCTV camera once per month. This includes a review of an after dark recording from each camera to identify failed/inadequate lighting necessary for CCTV visibility.
- b. Each access control panel and its power supply once per month.
- c. Each DVR once per day. This includes ensuring all cameras are functioning, all are being recorded and all the PSD established storage requirements are being met.

C.5.5.2.5 All testing performed in accordance with **Section [C.5.5.2.4]** shall be documented by the System Administrator in a test log that shall be maintained at the desk.

C.5.5.3 Software Maintenance & Support

C.5.5.3.1 The contractor shall maintain and keep current on behalf of the District, all applicable application software licenses, and maintenance agreements.

C.5.5.3.2 The contractor shall advise the COTR of all software upgrades, updates, and patches as they are issued by the manufacturers and advise the COTR about the merits and risks of the enhancements included in each release.

C.5.5.3.3 The contractor shall provide all software upgrades, updates and patches selected by the COTR for loading by OCTO.

C.5.5.3.4 The contractor shall provide unlimited telephone software support to the COTR and PSD staff during regular business hours.

C.5.6 Service Work Orders

C.5.6.1 After each visit the contractor's technician shall complete a Service Work Order prior to leaving each site.

C.5.6.2 The work order shall stipulate the following:

- a. The building where the work was performed.
- b. A description of the problem if it is the result of an on-call service request or the fact that it is a scheduled preventive maintenance visit.
- c. The name and contact number of the person who initiated the on-call service request.
- d. Date & time of the service request.
- e. Date & time of arrival on site.
- f. Parts inspected, tested, repaired, and/or replaced.
- g. Status of the problem at the end of the visit if not resolved or if resolved, how it was resolved.
- h. The time the contractor's staff left the site.

C.5.6.3 Prior to leaving the site the technician shall also:

- a. Obtain the signature of the responsible city employee at the site on the completed work order.
- b. Print the employee's name under the signature.
- c. Record the employee's office phone number or other contact phone number.

C.5.7 Records

C.5.7.1 The Contractor shall maintain a database of all service work orders.

C.5.7.2 The database shall contain the following for each service work order:

- d. Service Work Order reference number
- e. Site reference information.
 - i. Name.
 - ii. Address.
- f. Date and time of initial service call request.
- g. Date and time of arrival on site.
- h. Date and time of completion.
- i. Statement of the problem.

- j. Statement of the status or resolution.

C.5.7.3 The database shall be available to PSD through a web browser.

C.5.7.4 The database shall be exportable in Microsoft Excel format.

C.5.8 Training

The Contractor shall provide training of all operators and administrators as follows:

C.5.8.1 Operator Training

The Contractor shall provide two operator training sessions per year on site or at a location approved by the COTR. Dates shall be as mutually agreed upon by the COTR and the Contractor.

- a. Each session shall be a minimum of eight hours in duration. Field setup time, startup time and testing time shall not be considered as training time.
- b. Training shall be provided for each installed system and shall be conducted by factory-trained individuals.
- c. PSD shall notify the contractor at least two weeks in advance of the names of attendees.
- d. Contractor shall provide each attendee with a basic operation manual for each installed system.
- e. All operator training shall be conducted in a formal classroom-type atmosphere.

C.5.8.2 Administrator Training

The contractor shall provide one administrator training session per year on site or at a location approved by the COTR. The date for said training shall be as mutually agreed upon by the COTR and the Contractor.

C.5.8.2.1 This training shall be for PSD oversight staff that must understand the system and know how to operate it.

- a. Administrator training shall be a minimum of 24 hours conducted over three eight-hour days. Field setup time, startup time and testing time shall not be considered as training time.
- b. Items taught in operator training sessions shall not be repeated in administrator sessions.
- c. Administrator training shall be provided for each installed system and shall be conducted by factory-trained individuals.
- d. PSD shall notify Contractor, at least two weeks in advance, of the names of attendees.
- e. Contractor shall provide each attendee a complete administration manual for each installed system.
- f. All administrator training shall be conducted in a formal classroom-type atmosphere.

C.5.9 Submittals

The following submittals shall be provided for all added equipment:

C.5.9.1 Shop Drawings:
Submit the following for approval as one complete package. The Department reserves the right to reject any incomplete submittals:

- C.5.9.1.1** A complete bill of materials listing each device and quantity to be supplied.
- C.5.9.1.2** Technical data sheets for each item in the bill of materials. Clearly indicate on sheets covering multiple models and options which models and options are being supplied.
- C.5.9.1.3** Riser diagrams showing interconnections, 110VAC and LAN drop requirements.
- C.5.9.1.4** Detail drawings showing installation and mounting of any devices or assemblies not included in the Standard Security Details.
- C.5.9.1.5** The contractor shall not order any equipment until shop drawings have been approved. Contractor shall identify any long lead-time items that will require early approval.
- C.5.9.1.6** Acceptance of shop drawings shall not relieve the contractor from compliance with these specifications. The check of shop drawings is for review of general conformance with the District's security design concept. Contractor shall remain responsible for meeting all the requirements of the contract documents.

C.5.9.2 Wiring diagrams:

- C.5.9.2.1** Point-to-point termination schedules.
- C.5.9.2.1.1** Rack loading diagram.

C.5.9.3 As-Built Drawings and Documentation:

- C.5.9.3.1** Each of the following shall be submitted for approval:
 - a. Operating Manuals for each system provided.
 - b. Maintenance Manuals for each system provided.
 - c. Configuration Manual:
 - i. Diagrams showing device matrix and panel matrix schedule.
 - ii. As-built hardware capacities and expansion capabilities.
 - d. A full-size drawing set to include all drawings listed above for shop drawing submission updated to reflect the as-built condition.
- C.5.9.3.1.1** On approval, submit 1 hard copy and one soft copy of all drawings and documentation.

C.6 SUPPLEMENTAL SERVICES

The Contractor will be compensated for all cost associated with any non-routine, supplemental services incurred in providing on-call repairs, replacement parts, electronic security system equipment and all else as reasonably inferred and so defined hereunder on a Time and Material Basis. Supplemental Services will be considered reimbursable only after the Contracting Officer's Technical Representative ("COTR") has determined the price to be reasonable, allowable, and allocable in accordance with Chapter 24 (Contract

Cost Principles) of DCMR Title 27, Chapter 2405 (Cost Reimbursement Contracts); and the following are complete:

- (i) The Contractor provides the Department with a written estimate (“Quote”) outlining the itemized cost of all labor hours, parts and or materials required to complete the subject repair or replacement services. Without exception, these cost of certain parts, materials and or supplies shall follow the guidelines established in **Section [B.2.1]**. The Quote shall include, but is not limited to, estimated hours, labor category, itemized parts, manufacture name, part number, direct vendor cost of parts, estimated shipping, and arrival of parts;
- (ii) The Contracting Officer’s Technical Representative (“COTR’s”) written approval of the Quote and finally;
- (iii) A purchase order (“PO”) is in place for the applicable period (e.g. BP, OY1, OY2, OY3 and or OY4). These reimbursable time and material cost shall-not exceed the annual ceiling as defined in **Section [B.4.2.1]**.

C.6.1 Service Call Response Times

C.6.1.1 Critical System Components Service Call Response Time:

- a. The Contractor shall respond to critical system component service call request 24 hours a day, 7-days a week (including weekends and holidays).
- b. Within one (1) hour of notification from the COTR, a qualified technician shall respond by telephone to ascertain the nature of the problem and if applicable attempt to remediate it remotely.
- c. Within four (4) hours of notification from the COTR, a qualified technician shall arrive on site if the issue was not resolved remotely.

C.6.1.2 Other System Components Service Call Response Time:

- a. The Contractor shall respond service call request for all devices not defined as critical system components during normal business hours as defined in **Section [C.3.1.30]** Monday – Friday, 8:30 a.m. – 5:00 p.m. EST. It shall be the Contractor’s responsibility to ensure its staff understands and has the system knowledge to differentiate between those systems defined as “Critical System Components” and “Other System Components”. Services for all non-critical components shall be covered as part of the monthly routine services and cost. The District will not pay invoices for any after-hour work performed on non-critical components.
- b. Within one (1) hour of notification from the COTR, a qualified technician shall respond by telephone to ascertain the nature of the problem and if applicable attempt to remediate it remotely.
- c. Within four (4) hours of notification from the COTR, a qualified technician shall arrive on site if the issue was not resolved remotely.

C.6.1.3 For the purposes of measuring elapsed time, the clock shall stop at 5:00 p.m. the day of notification, if notification occurred during normal business hours and resume at 8:30 a.m.

the following business day. If the notification is not made during normal business hours the clock shall begin at 8:30 a.m. the next business day.

C.6.1.4 The Department will provide the Contractor with VPN connectivity to the to the RS2 system to aid in remote diagnostics and assistance. The Contractor shall sign a VPN User Agreement with OCTO which shall be for up to three Tokens that are tied to the individual.

C.6.1.5 No allowance shall be given for the time expended in failed attempts to remotely resolve issues.

C.6.2 Designated Critical System Components:

C.6.2.1 All components installed at the John Wilson Building,

C.6.2.2 any components controlling or monitoring exterior perimeter doorways,

C.6.2.3 any Components controlling vehicle access or egress,

C.6.2.4 any access control panels and power supplies, and

C.6.2.5 all P video, VCRs, DVRs and NVRs.

C.6.3 Service Resolution Times

C.6.3.1 Warranty, emergency and remedial service call request shall be completely resolved within the following time frames that begin with the notification time from the District:

- a. Twenty-four hours for Critical System Components.
- b. At the end of the second business day after the notification day for all other system components

C.6.4 After Hours Work

All cost for work on critical components performed outside of the routine services and outside of normal business hours, shall be performed on a time and material basis, in accordance with the Contractor's established direct hourly labor rate identified in **Section [B.4.1]** for the specific period. The Contractor shall take care to bill for actual hours worked. The District will not accept charges for, nor pay any travel costs, trip charges, fuel surcharges, unspecified materials, or for services rendered outside the scope of the contract requirements and as reasonably inferred.

C.6.5 Equipment Replacement

C.6.5.1 At the request of the COTR and on a time and material basis, the Contractor shall replace security equipment in designated locations. Prior to such replacement work is performed, the Contractor shall provide the COTR with a written quote outlining the equipment, confirmation of site specifications, warranty information, vendor cost of equipment,

estimated hours to complete replacement and all else as reasonably inferred. All new and replacement equipment shall be of the same caliber make and model or higher.

C.7 DISINCENTIVE FEE

The Contractor is on notice that the electronic security system inspection, maintenance and repair services provided pursuant to the terms of this Contract are critical in nature, thus it is the District's expectation that the Contractor vigilantly ensure the safety and security of all District facilities through proper operation, maintenance and repair of all electronic security equipment under its care. The Contractor's failure to meet the performance standards will result in the Departments assessment of the specific performance violations Disincentive Fee defined below. All Disincentive Fees will result in the application of monetary adjustments against monthly invoices for non-compliance as follows:

C.7.1 The District reserves the right to impose a Disincentive Fee when the Contractor's on-site response and/or resolution times exceed the times specified as follows:

- a. \$250.00 per hour or part thereof where the Contractor's arrival on site exceeds the times specified in **Section [C.6.1] - Service Call Response Times**.
- b. \$1,000.00 per day or part thereof that a service problem remains unresolved beyond the times specified in **Section [C.6.3] - Service Resolution Times**.

C.7.2 The Disincentive Fees shall be itemized, submitted in writing to the Contractor; and collected via deductions from payments for Contractor's invoices.

C.8 CERTIFICATIONS, LICENSES & TRAINING REQUIREMENTS

The Contractor shall staff at all times throughout the life of the Contract key personnel who demonstrate the qualifications and technical competence necessary to perform the District's requirements as described herein. Upon the COTR's request the Contractor shall furnish proof of the following:

- i. The Contractor shall be authorized, factory trained, and certified by RS2 Systems for system deployment and sustainment. The Contractor shall be a current RS2 Level 3 certified company.
- ii. The Contractor shall be currently authorized, factory trained, and certified by Milestone Systems. The Contractor shall be a "Milestone Platinum" level partner.
- iii. The Contractor shall be authorized, factory trained, and certified by Assa Abloy as an Authorized Channel Partner for Integrated Wiegand Products. The Contractor and its employees shall have documentation of all current Integrated Wiegand Product Training Certification.
- iv. The Contractor shall hold a current Security Alarm Dealer License as issued by the District Department of Consumer and Regulatory Affairs (DCRA).

C.8.1 Licensing, Accreditation and Registration

The Contractor and all of its subcontractors and sub consultants (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.

C.8.2 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 D PACKAGING AND MARKING

- D.1** The packaging and marking requirements for the resultant Contract shall be governed by **Article No. 2**, Shipping Instructions-Consignment, of the Government of the District of Columbia's Department of General Services Standard Contract Provisions (“SCP”) for Supplies and Services Contracts, January 2016 *Attachment J.1*

SECTION E INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for the resultant Contract shall be governed by **Article No. 5**, Inspection of Supplies, and **Article No. 6**, Inspection of Services, of the Government of the District of Columbia's Department of General Services Standard Contract Provisions (“SCP”) for Supplies and Services Contracts, January 2016 *Attachment J.1*.

SECTION F PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

F.1.1 Base Period, Period of Performance: The Base Period (“BP”) of the awarded Contract shall be for a BP, beginning date of execution by the CO and ending on September 30, 2021.

F.1.2 Letter Contract (*where applicable*): It is understood and agreed that certain activities described herein may have been performed while a Letter Contract (“Letter Contract”) was in place, and the terms of the Letter Contract shall merge into and be superseded by this Contract upon its execution of this by the CO. In this instance, the term of the contract would begin on the effective date of the Letter Contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The Department may unilaterally extend term of this Contract for a period of four (4), one (1) year Option Period(s) (“OP”), or successive fractions thereof, by written notice to the Contractor(s) before the expiration of the Contract; provided that the Department will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the Contract expires. The preliminary notice does not commit the Department to an extension. The exercise of any OP is subject to the availability of funds at the time of the exercise of the OP. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the CO prior to expiration of the Contract.

F.2.2 Anticipated Option Period(s) of Performance: In the event the Department exercises its option to extend the term of the Contract to cover the OPs, the costs and prices for the option period(s) shall be as specified in the **Section [B.4.1.2 – B.4.1.5]** of the Contract and **Attachment J.12**.

Option Period(s)	Anticipated Period(s) of Performance
OY1	1-Oct-2021 thru 30-Sep-2022
OY2	1-Oct-2022 thru 30-Sep-2023
OY3	1-Oct-2023 thru 30-Sep-2024
OY4	1-Oct-2024 thru 30-Sep-2025

F.2.3 If the Department exercises an OP, the extended Contract shall be considered to include this option provision.

F.2.4 The price and cost for the OP(s) shall be as specified in the **Section [B.4.1.2 – B.4.1.5]** of the Contract. The firm-fixed services rates for routine services and firm-fixed direct labor hourly rates for supplemental time and material services for the BP and each subsequent OP, shall be as specified in the **Section [B.4.1.2] thru [B.4.1.5]** of the Contract and are firm thought the life of the Contract term.

- F.2.5** The total duration of this Contract, including the exercise of any options under this clause, shall not exceed five (5) years unless prior to the expiration of a contract, the Chief Procurement Officer (“CPO”) determines in writing that it is in the best interest of the District to extend the term beyond the total term specified and provides justification for using a sole source modification in accordance with **Title 27, Chapter 47 of the DCMR**.
- F.2.6** The continuation of services through the exercise of an option period is subject to the availability of appropriated funds at the time of the exercise of the option.
- F.2.7** During any option year, Contract requirements and deliverables remain the same as those of the base year unless changed by way of a Contract Modification issued by the Contracting Officer (“CO”).
- F.2.8** If the Department exercises an option period, the extended Contract shall be considered to include this entire option clause.

F.3 DELIVERABLES

The Contractor(s) shall perform the activities required to successfully complete the Department’s requirements and submit each deliverable to the COTR identified in **Section [G.9.2]** in accordance with the following:

SECTION	DELIVERABLE	FORMAT/METHOD OF DELIVERY	DUE DATE
C.5.2.2	Warranty	Excel, PDF, or Word/ Email	Within ten (10)-days of activation
C.5.8	Training	Excel, PDF, or Word/ Email	At the request of the COTR
C.5.8.1	Operator Training	Excel, PDF, or Word/ Email	At the request of the COTR
C.5.8.2	Administrative Training	Excel, PDF, or Word/ Email	At the request of the COTR
C.5.9	Submittals	Excel, PDF, or Word/ Email	At the request of the COTR
C.5.9.1	Shop Drawings	Excel, PDF, or Word/ Email	At the request of the COTR

- F.3.1** The Contractor(s) shall submit to the Department, as a deliverable, the report described in **Section [H.5.5]** which is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor(s) do or does not submit the reports as part of the deliverables, the Contractor(s) shall not be entitled to and shall not receive final payment pursuant to **Section [G.3.2]**.

SECTION G

CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

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

G.1.2 The Department will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>. The E-invoicing vendor helpdesk number (202) 741-5200 and email is dcvendor.help@dc.gov. The Contractor must ensure the proper PO number and Work Order Number/Ticket is included on all invoices. Properly prepared invoices with the necessary backup shall be paid within thirty (30) days of receipt. Properly prepared invoices not paid by that date shall bear interest in accordance with the Prompt Payment Act.

G.2.2 Prior to creating the payment request described above, the Contractor shall submit a proper invoice based on applicable guidelines specified in **Section [G.4]**. Invoices shall be prepared and submitted to the COTR identified in **Section [G.9.2]**. The District shall not be required to pay invoiced amounts or corresponding interest payments for invoices that are not properly prepared as required under this Contract.

G.2.3 To constitute a proper invoice, the Contractor shall submit the following information on the invoice substantially in the form of *Attachment J.11 "Form of Invoice"*:

G.2.3.1 Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);

G.2.3.2 Contract number and invoice number;

G.2.3.3 Department's Purchase Order (PO) number;

G.2.3.4 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

G.2.3.5 Other supporting documentation or information, as required by the Contracting Officer;

G.2.3.6 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

- G.2.3.7 Name, title and phone number of the individual preparing the invoice;
- G.2.8.8 Name, title, phone number and mailing address of person; if different from the person identified in **Section [G.9.2]** above to be notified in the event of a defective invoice; and
- G.2.2.9 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

- G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in **Section [H.5.7]**.
- G.3.2 The Department shall not make final payment to the Contractor until the agency CFO has received the CO's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 PAYMENT

G.4.1 Payments on Partial Deliveries of Goods & Services

Unless otherwise specified in this Contract, payment will be made on partial deliveries of goods and services accepted by the Department if:

- a) The amount due on the deliveries on goods and or services warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is in accordance with the following:
 - (i) "Payment will be made on completion and acceptance of each item for which the price is stated in the Schedule in **Section [B.4.1]**".
 - (ii) "Payment will be made on completion and acceptance of each item in accordance with the agreed upon delivery schedule".
 - (iii) "Payment will be made on completion and acceptance of each percentage or stage of work in accordance with the prices stated in the Schedule in **Section [B.4.1]**"; and
- c) Presentation of a properly executed invoice.

G.4.2 PAYMENT FOR COST REIMBURSABLE SUPPLEMENTAL SERVICES

The Contractor will be compensated for all cost associated with any non-routine, supplemental services incurred in providing on-call repairs, replacement parts, electronic security system equipment and all else as reasonably inferred and so defined in **Section [C.6]** on a Time and Material Basis. Supplemental Services will be considered reimbursable only after the Contracting Officer's Technical Representative ("COTR") has determined the price to be reasonable, allowable, and allocable in accordance with Chapter

24 (Contract Cost Principles) of DCMR Title 27, Chapter 2405 (Cost Reimbursement Contracts); and the following are complete: (i) The Contractor provides the Department with a written estimate (“Quote”) outlining the itemized cost of all labor hours, parts and or materials required to complete the subject repair or replacement services. Without exception, these cost of certain parts, materials and or supplies shall follow the guidelines established in **Section [B.2.1]**. The Quote shall include, but is not limited to, estimated hours, labor category, itemized parts, manufacture name, part number, direct vendor cost of parts, estimated shipping, and arrival of parts; (ii) The Contracting Officer’s Technical Representative (“COTR’s”) written approval of the Quote and finally; (iii) a purchase order (“PO”) is in place for the applicable period (e.g. BP, OY1, OY2, OY3 and or OY4). These reimbursable time and material cost shall-not exceed the annual ceiling as defined in **Section [B.4.2.1]**.

G.4.2.1 *All materials, parts and or supplies shall be furnished to the District “at cost,” the District will not grant or accept any mark-ups of the Contractor’s materials and supplies furnished under this Contract net of trade discounts, of all materials, products, supplies and equipment incorporated into the work, including, without limitation, costs of transportation and handling.*

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

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

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

G.6 THE QUICK PAYMENT ACT

G.6.1 Interest Penalties to Contractors

G.6.1.1 The Department will pay interest penalties on amounts due to the Contractor(s) under the Quick Payment Act, D.C. Official Code § 2-221.01 *et seq.*, as amended, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of at least 1.5% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before the required payment date. The required payment date shall be:

- G.6.1.1.1** The date on which payment is due under the terms of the contract;
- G.6.1.1.2** Not later than seven (7) calendar days, excluding legal holidays, after the date of delivery of meat or meat food products;
- G.6.1.1.3** Not later than ten (10) calendar days, excluding legal holidays, after the date of delivery of a perishable agricultural commodity; or
- G.6.1.1.4** 30 calendar days, excluding legal holidays, after receipt of a proper invoice for the amount of the payment due.
- G.6.1.2** No interest penalty shall be due to the Contractor if payment for the completed delivery of goods or services is made on or after:
 - G.6.1.2.1** 3rd day after the required payment date for meat or a meat food product;
 - G.6.1.2.2** 5th day after the required payment date for an agricultural commodity; or
 - G.6.1.2.3** 15th day after any other required payment date.
- G.6.1.3** Any amount of an interest penalty which remains unpaid at the end of any thirty (30)-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.
- G.6.2** **Payments to Subcontractors**
 - G.6.2.1** The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the Department for work performed by any subcontractor under the contract:
 - G.6.2.1.1** Pay the subcontractor(s) for the proportionate share of the total payment received from the Department that is attributable to the subcontractor(s) for work performed under the contract; or
 - G.6.2.1.2** Notify the CO and the subcontractor(s), in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.
 - G.6.2.2** The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of at least 1.5% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before the:
 - G.6.2.2.1** 3rd day after the required payment date for meat or a meat product;
 - G.6.2.2.2** 5th day after the required payment date for an agricultural commodity; or

- G.6.2.2.3** 15th day after any other required payment date.
- G.6.2.3** Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.
- G.6.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the Department is a party. The Department may not be interpleaded in any judicial or administrative proceeding involving such a dispute.
- G.6.3** **Subcontract requirements.** The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code § 2-221.02(d).
- G.7** **CONTRACTING OFFICER (CO)**
Contracts will be entered into and signed on behalf of the Department only by Contracting Officers “CO(s)”. The contact information for the COs is as follows:
- FRANKLIN AUSTIN, CPPB, CPM**
Contracting Officer
Contracts & Procurement
Department of General Services
2000 14th Street N.W. | 8th Floor
Telephone: (202) 727-2800
E-mail: franklin.austin5@dc.gov
- G.8** **AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**
- G.8.1** The CO is the only person(s) authorized to approve changes in any of the pricing, costs or requirements of this Contract.
- G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this Contract, unless issued in writing and signed by the CO.
- G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the Contract price to cover any cost increase incurred as a result thereof.
- G.9** **CONTRACTING OFFICER’S TECHNICAL REPRESENTATIVE (“COTR”)**
- G.9.1** The COTR is responsible for general administration of the Contract and advising the CO as to the Contractor’s compliance or noncompliance with the contract. The COTR has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

- G.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the Contract;
- G.9.1.2** Coordinating site entry for Contractor personnel, if applicable;
- G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
- G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the Department's payment provisions; and
- G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- G.9.2** The address and telephone number of the COTR is: *The COTR will be determine based on the discipline listed Section 3.1.1 and location.*

ALAN G. COLEMAN

Supervisory Physical Security Specialist
Department of General Services/ Threat Management Section
64 New York Ave. N.E. 4th Floor
Washington, DC 20002
Desk: 202-698-8100 | Cell: 202-369-2260
Alan.Coleman2@dc.gov

- G.9.3** The COTR shall NOT have the authority to:
1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments, or modifications;
 2. Grant deviations from or waive any of the terms and conditions of the contract;
 3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
 4. Authorize the expenditure of funds by the Contractor;
 5. Change the period of performance; or
 6. Authorize the use of Department property, except as specified under the contract.
- G.9.4** The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the Department, to take all corrective action necessitated by reason of the unauthorized changes.
- G.10** **ORDERING CLAUSE - *RESERVED [Intentionally Omitted]***

G.11 TIME & MATERIAL SERVICE CEILING

- G.11.1** The time and material repair services ceiling for this Contract is set forth in **Section [B.4.2.1]**
- G.11.2** The costs for performing the repair elements of this Contract (Time and Materials Repair Services) shall not exceed the ceiling specified in **Section [B.4.2.1]**
- G.11.3** The Contractor agrees to use its best efforts to perform the work specified in this Contract and to meet all of the obligations under this Contract within the established time and material service cost ceiling.
- G.11.4** The Contractor must notify the CO, in writing, whenever it has reason to believe that the total cost for the performance of the repair services elements of this Contract will be either greater or substantially less than the established ceiling.
- G.11.5** As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of performing the repair elements of this Contract.
- G.11.6** The Department and/or the District is not obligated to reimburse the Contractor for costs incurred in excess of the established ceiling specified in **Section [B.4.2.1]**, and the Contractor is not obligated to continue performance under this Contract (including actions under the Termination clauses of this Contract), or otherwise incur costs in excess of the established ceiling specified in **Section [B.4.2.1]**, until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised ceiling limit for performing this Contract.
- G.11.7** No notice, communication, or representation in any form from any person other than the CO shall change the repair element cost ceiling. In the absence of the specified notice, the Department and/or the District is not obligated to reimburse the Contractor for any costs in excess of the established ceiling, whether such costs were incurred during the course of Contract performance or as a result of termination.
- G.11.8** If the repair cost ceiling specified in **Section [B.4.2.1]** is increased, any costs the Contractor incurs before the increase that are in excess of the previous ceiling shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- G.11.9** A change order/Contract modification shall not be considered an authorization to exceed the applicable repair cost ceiling specified in **Section [B.4.2.1]** unless the change order/Contract modification specifically increases the ceiling.
- G.11.10** Only costs determined in writing to be reimbursable in accordance with the cost principles set forth in rules issued pursuant to Title V of the D.C. Procurement Practices Reform Act of 2010 shall be reimbursable.

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

H.2.1 The Contractor shall be bound by the *Wage Determination No. 2015-4282, Revision No.: 17, dated 24-April-2020*, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. § 351 *et seq.*, and incorporated herein as **Attachment J.2**. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with **Article 25 of the SCP**. If an option is exercised, the Contractor ***shall be*** bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods.

H.3 PREGNANT WORKERS FAIRNESS

H.3.1 The Contractor shall comply with the Protecting Pregnant Workers Fairness Act of 2016, D.C. Official Code § 32-1231.01 *et seq.* (PPWF Act).

H.3.2 The Contractor shall not:

(a) Refuse to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding for an employee, unless the Contractor can demonstrate that the accommodation would impose an undue hardship;

(b) Take an adverse action against an employee who requests or uses a reasonable accommodation in regard to the employee's conditions or privileges of employment, including failing to reinstate the employee when the need for reasonable accommodations ceases to the employee's original job or to an equivalent position with equivalent:

- (1) Pay;
- (2) Accumulated seniority and retirement;

- (3) Benefits; and
- (4) Other applicable service credits;

(c) Deny employment opportunities to an employee, or a job applicant, if the denial is based on the need of the employer to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding;

(d) Require an employee affected by pregnancy, childbirth, related medical conditions, or breastfeeding to accept an accommodation that the employee chooses not to accept if the employee does not have a known limitation related to pregnancy, childbirth, related medical conditions, or breastfeeding or the accommodation is not necessary for the employee to perform her duties;

(e) Require an employee to take leave if a reasonable accommodation can be provided; or

(f) Take adverse action against an employee who has been absent from work as a result of a pregnancy-related condition, including a pre-birth complication.

H.3.3 The Contractor shall post and maintain in a conspicuous place a notice of rights in both English and Spanish and provide written notice of an employee's right to a needed reasonable accommodation related to pregnancy, childbirth, related medical conditions, or breastfeeding pursuant to the PPWF Act to:

- (a) New employees at the commencement of employment;
- (b) Existing employees; and
- (c) An employee who notifies the employer of her pregnancy, or other condition covered by the PPWF Act, within 10 days of the notification.

H.3.4 The Contractor shall provide an accurate written translation of the notice of rights to any non-English or non-Spanish speaking employee.

H.3.5 Violations of the PPWF Act shall be subject to civil penalties as described in the Act.

H.4 UNEMPLOYED ANTI-DISCRIMINATION

H.4.1 The Contractor shall comply with the Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 *et seq.*

H.4.2 The Contractor shall not:

- (a) Fail or refuse to consider for employment, or fail or refuse to hire, an individual as an employee because of the individual's status as unemployed; or
- (b) Publish, in print, on the Internet, or in any other medium, an advertisement or announcement for any vacancy in a job for employment that includes:
 - (1) Any provision stating or indicating that an individual's status as unemployed disqualifies the individual for the job; or

(2) Any provision stating or indicating that an employment agency will not consider or hire an individual for employment based on that individual's status as unemployed.

H.4.3 Violations of the Unemployed Anti-Discrimination Act shall be subject to civil penalties as described in the Act.

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

H.5.1 For contracts for services in the amount of \$300,000 or more, the Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 et seq. (First Source Act).

H.5.2 The Contractor shall enter into and maintain during the term of the contract, a First Source Employment Agreement (Employment Agreement) with the District of Columbia Department of Employment Service's (DOES), in which the Contractor shall agree that:

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

H.5.3 The Contractor shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.

H.5.4 The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.

H.5.5 The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the Contract.

H.5.6 The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.

H.5.7 If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.

H.5.8 Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.

H.5.9 The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in **clause 14 of the SCP, Disputes**.

H.5.10 The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

H.6 AUDITS AND RECORDS

H.6.1 As used in this clause, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

H.6.2 Examination of Costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the CO, or an authorized representative of the CO, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this Contract. This right of examination shall include inspection at all reasonable times of the Contractor’s plants, offices or other facilities or parts of them, engaged in performing the Contract.

H.6.3 Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this Contract, the CO, or an authorized representative of the CO, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor’s records, including computations and projections, related to:

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

H.6.4 Comptroller General

H.6.4.1 The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor’s directly pertinent records involving transactions related to this contract or a subcontract hereunder.

H.6.4.2 This section may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

H.6.5 Reports. If the Contractor is required to furnish cost, funding, or performance reports, the CO or an authorized representative of the CO shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating:

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

H.6.6 **Availability.** The Contractor shall make available at its local office at all reasonable times the records, materials, and other evidence described in clauses H.6.1 through H.6.5, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any shorter period specified in the contract, or for any longer period required by statute or by other clauses of this contract. In addition:

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

H.6.7 The Contractor shall insert a clause containing all the terms of this clause, including this **Section [H.6.7]**, in all subcontracts under this Contract that exceed the small purchase threshold of \$100,000, and:

- a) That is cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
- b) For which cost, or pricing data are required; or
- c) That requires the subcontractor to furnish reports as discussed in **Section [H.6.5]** of this clause.

H.7 **ADVISORY AND ASSISTANCE SERVICES**

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

H.8 **CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS FOR CONTRACTORS THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH - *RESERVED [Intentionally Omitted]***

H.9 **SUBCONTRACTING REQUIREMENTS**

H.9.1 **Mandatory Subcontracting Requirements**

H.9.1.1 For all contracts in excess of \$250,000, at least 50% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).

- H.9.1.2** If there are insufficient SBEs to completely fulfill the requirement of **Section [H.9.1.1]**, then the subcontracting may be satisfied by subcontracting 50% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.
- H.9.1.3** A prime contractor that is certified by DSLBD as a small, local, or disadvantaged business enterprise shall not be required to comply with the provisions of **Sections [H.9.1.1] and [H.9.1.2]**.
- H.9.1.4** Except as provided in **Sections [H.9.1.5] and [H.9.1.7]**, a prime contractor that is a CBE and has been granted a proposal 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, 50% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- H.9.1.5** If the prime contractor is a certified joint venture and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, the CBE member of the certified joint venture shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 50% of the subcontracting effort shall be with CBEs. If the CBE member of the certified joint venture prime contractor performs less than 50% of the contracting effort, the certified joint venture shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- H.9.1.6** Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.
- H.9.1.7** A prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

H.10 FAIR CRIMINAL RECORD SCREENING

- H.10.1** The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) (“Act” as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.
- H.10.2** Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.

H.10.3 After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.

H.10.4 The Contractor may only withdraw a conditional offer of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.

H.10.5 This section and the provisions of the Act shall not apply:

- (a) Where a federal or District law or regulation requires the consideration of an applicant's criminal history for the purposes of employment;
- (b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;
- (c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or
- (d) To employers that employ less than 11 employees.

H.10.6 A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the District of Columbia Office of Human Rights, and the Commission on Human Rights may impose monetary penalties against the Contractor.

H.11 DISTRICT RESPONSIBILITIES

The District will be responsible for the following regarding this Contract:

H.11.1 Assigning and monitoring the vendor's completion of their scheduled site duties.

H.11.2 The Department will provide the vendor Contractor with VPN connectivity to the to the RS2 system to aid in remote diagnostics and assistance. The Contractor shall sign a VPN User Agreement with OCTO which shall be for up to three Tokens that are tied to the individual

H.11.3 The COTR will coordinate all access to facilities for all work order and service request between the Contractor and the participating client agencies when needed.

H.12 CONTRACTOR RESPONSIBILITIES

H.12.1 Contractor Notice Regarding Late Performance

In the event the Contractor(s) anticipate(s) or encounter(s) difficulty in complying with the terms and conditions as stated in the Contract or in meeting any other requirements set forth in the Contract, the Contractor(s) shall immediately notify the CO and the COTR in writing giving full detail as to the rationale for the late delivery and why the Contractor should be granted an extension of time, if any. Receipt of the requested Contractor notification shall in no way be construed as an acceptance or waiver by the Department of its right to assess and impose any applicable Disincentive Fees.

H.12.2 At all times and during performance under this Contract, the Contractor shall be responsible to the Department for any and all acts and omissions of the Contractor's agents,

employees, subcontractors, sub-subcontractors, material suppliers, and laborers, and the agents and employees of the subcontractors, sub-subcontractors, material suppliers and laborers performing or supplying work in connection with the project/services.

- H.12.3** The Contractor shall be responsible for providing services in accordance with the requirements of this Contract.
- H.12.4** The Contractor shall be responsible for obtaining any and all licenses and permits, unless otherwise stated herein necessary for the performance of this Contract.
- H.12.5** The Contractor shall furnish all equipment needed for the performance of the work under the resultant contract. All equipment must be properly guarded and meet all applicable OSHA standards.
- H.12.6** The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work and shall hold the District harmless for any action on his part or that of his employees or subcontractors, which results in illness, injury or death.
- H.12.7** *If and where applicable*, the Contractor shall furnish all MSDS for any materials used in the performance of this contract. The Contractor shall make efforts to use recycled paper products and environmentally preferable materials.
- H.12.8** *RESERVED [Intentionally Omitted]*
- H.12.9** **Bond Requirements - *RESERVED [Intentionally Omitted]***
- H.12.10** **Allowable Subcontracting Requirements**
 - H.12.10.1** The Contractor shall ensure that all activities carried out by any subcontractor conforms to the provisions of this Contract.
 - H.12.10.2** It is the responsibility of the Contractor to ensure its subcontractors are capable of meeting the reporting requirements under this Contract and, if they cannot, the Contractor is not relieved of the reporting requirements.
 - H.12.10.3** The Contractor shall notify the District Contracting Officer, in writing, of the termination of any subcontract for the provision of services, including the arrangements made to ensure continuation of the services covered by the terminated subcontract, not less than forty-five (45) days prior to the effective date of the termination, unless immediate termination of the contract is necessary to protect the health and safety of Enrollees or prevent fraud and abuse. In such an event, the Contractor shall notify COTR immediately upon taking such action.
 - H.12.10.3.1** If the District determines that the termination or expiration of a subcontract materially affects the ability of the Contractor to carry out its responsibility under this contract; the District may terminate this Contract.

H.12.10.3.2 The Contractor shall ensure subcontracts contain a provision that requires subcontracts to contain all provisions of the Contractor's contract with the District and that the subcontractor look solely to Contractor for payment for services rendered.

H.12.11 Staff Attire and Identification

H.12.11.1 The Contractor's staff shall wear neat, clean, and professional attire. The attire shall include distinctive apparel identifying staff as Contractor's employees.

H.12.11.2 The Contractor's staff shall wear identification badges at all times. The identification badges shall provide company logo, employee's name, and employee photograph.

H.12.12 Safety Requirements *(if and where applicable)*

H.12.12.1 The Contractor shall be responsible for complying with all applicable District and Federal rules, regulations and practices relating to safety on the job site; for all injury to persons or damage to property that occurs as a result of the Contractor's negligence and shall take proper safety and health precautions to protect the work, the workers, the tenants and District property; and for all materials delivered and work performed until completion and acceptance of the entire work in writing by the COTR.

H.12.12.2 The Contractor shall provide and ensure that all its personnel at the work sites properly wear all applicable safety devices and apparel required by the United States Occupational Safety and Health Administration (OSHA) including, but not limited to:

H.12.12.2.1 Back support devices

H.12.12.2.2 Eye protection

H.12.12.2.3 Hearing protection

H.12.12.2.4 Hand protection

H.12.12.2.5 Head protection

H.12.12.2.6 Foot protection

H.12.12.3 The District has the right to inspect all areas for safety violations at its discretion, direct the Contractor to make immediate improvement of necessary conditions and/or procedures, and/or stop the work if other hazards are deemed to exist.

H.12.12.4 Notwithstanding any provision to the contrary, the District shall not be obligated to make an equitable adjustment for any work stoppage that results from safety hazards created by the Contractor. In the event that the Contracting Officer directs the work to stop because of existing safety hazards after the Contractor has been notified and provided ample time to correct, the Contractor shall bear all costs for eliminating the hazard(s) and shall not be granted compensation for the work stoppage.

- H.12.12.5** The Contractor shall immediately notify the COTR if the job site is visited by an OSHA official for compliance of the Occupational Safety and Health Act or any other safety regulatory requirements.
- H.12.13 Fire Prevention**
- H.12.13.1** The Contractor shall be responsible for establishing and maintaining an effective fire prevention program for its employees and the District property being serviced on the job site.
- H.12.13.2** The Contractor shall be knowledgeable and train all its employees on the job site to fulfill the requirements of this Statement of Work on the procedures, means of egress and methods of reporting fires on the job sites.
- H.12.13.3 Smoke Free Environment**
The District's facilities are smoke free. The Contractor is responsible for adhering to all applicable rules and regulations regarding maintenance of a smoke free environment on the job sites.
- H.12.14 Delivery of Services - *RESERVED [Intentionally Omitted]***
- H.12.15 Communication**
At its own expense, the Contractor shall provide electronic pagers, transportable cellular telephones, or any other telecommunication devices adequate to effectively provide a communication link to District officials especially in emergency situations when the need to get hold of contractor personnel is greatest. The names of the individual officers and the telephone numbers for their respectively assigned pager and telephone number shall be provided to the Contracting Officer and the COTR at the start of the period of performance.
- H.12.16 Accident Reports**
The Contractor shall immediately notify the COTR of any accidents on the job site arising from the performance of this SOW that involve bodily injury to Contractor's employees or District workers or both, building occupants, visitors, or other persons.
- H.12.17 Property Damage Notification**
Any damage caused by the Contractor or its employees to District property shall be promptly repaired or replaced by the Contractor at the Contractor's expense.
- H.12.18 Suspension of Work**
- H.12.18.1** In the event services are not provided or required by the District because the buildings is closed due to unanticipated circumstances, modification to the Contract shall be issued to reflect any change in circumstance.

H.12.19 Contract Completion or Termination

H.12.19.1 The Contractor shall turn over all plans codes, manuals, records, files, reports, databases spare inventory and materials developed or purchased in the course of the contract to the COTR within thirty (30) calendar days after contract completion or termination.

H.13 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

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

H.14 DISINCENTIVE FEE SCHEDULE

The Contractor is on notice that the electronic security system inspection, maintenance and repair services provided pursuant to the terms of this Contract are critical in nature, thus it is the District's expectation that the Contractor vigilantly ensure the safety and security of all District facilities through proper operation, maintenance and repair of all electronic security equipment under its care. The Contractor's failure to meet the performance standards will result in the Departments assessment of the specific performance violations Disincentive Fee defined below. All Disincentive Fees will result in the application of monetary adjustments against monthly invoices for non-compliance as follows:

H.14.1 The District reserves the right to impose a Disincentive Fee when the Contractor's on-site response and/or resolution times exceed the times specified as follows:

c. \$250.00 per hour or part thereof where the Contractor's arrival on site exceeds the times specified in **Section [C.6.1] - Service Call Response Times.**

d. \$1,000.00 per day or part thereof that a service problem remains unresolved beyond the times specified in **Section [C.6.3] - Service Resolution Times.**

H.14.2 The Disincentive Fees shall be itemized, submitted in writing to the vendor; and collected via deductions from payments for Contractor invoices.

SECTION I CONTRACT CLAUSES

I.1 GOVERNING LAW

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

I.2 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government, Department of General Services Supplies and Services Contracts dated January 14, 2016 (SCP) are incorporated as part of the contract.

I.3 CONTRACTS THAT CROSS FISCAL YEARS

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

I.4 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

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

I.5 CONTINUITY OF SERVICES

I.5.1 The Contractor recognizes that the services provided under this Contract are vital to the District of Columbia and must be continued without interruption and that, upon Contract expiration or termination, a successor, either the District or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

I.5.1.1 Furnish phase-out, phase-in (transition) training; and

I.5.1.2 Exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.

I.5.2 The Contractor shall, upon the Contracting Officer's written notice:

I.5.2.1 Furnish phase-in, phase-out services for up to ninety (90) days after this contract expires and

I.5.2.2 Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for

transferring responsibilities for each division of work described in the plan and shall be subject to the Contracting Officer's approval.

I.5.3 The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

I.5.4 The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

I.5.5 Only in accordance with a modification issued by the Contracting Officer, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract

I.6 CONFIDENTIALITY OF INFORMATION

The Contractor shall keep all information relating to any employee or customer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.7 ESTIMATED QUANTITIES

It is the intent of the District to secure a Contract for all of the needs of the designated agencies for items specified herein which may occur during the Contract term. The District agrees that it will purchase its requirements of the articles or services included herein from the Contractor. Articles or services specified herein have a history of repetitive use in the District agencies. The estimated quantities stated in the RFP reflect the best estimates available. They shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of his obligation to fill all such orders. Orders will be placed from time to time if and when needs arise for delivery, all charges prepaid, to the ordering agency. The District does not guarantee to order any specific quantities of any item(s) or work hours of service.

I.8 DISPUTES

All disputes arising under or relating to the Contract shall be resolved as provided in the Standard Contract Provisions for use with District of Columbia Department of General Services Supplies and Services Contracts dated January 14, 2016 ("SCP"), Article 14: Disputes *Attachment J.1*.

I.9

CHANGES

- (a) The CO may, at any time, by written order, and without notice to the surety, if any, make changes in the Contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of the Contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days from the date the change is ordered; provided, however, that the CO, if he or she determines that the facts justify such action, may receive, consider and adjust any such claim asserted at any time prior to the date of final settlement of the Contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in **Section [I.8] - Disputes**.
- (b) The District shall not require the Contractor, and the Contractor shall not require a subcontractor, to undertake any work that is beyond the original scope of the Contract or subcontract, including work under a District-issued change order, when the additional work increases the Contract price beyond the not-to-exceed price or negotiated maximum price of this Contract, unless the CO:
 - (1) Agrees with Contractor, and if applicable, the subcontractor on a price for the additional work;
 - (2) Obtains a certification of funding to pay for the additional work;
 - (3) Makes a written, binding commitment with the Contractor to pay for the additional work within 30-days after the Contractor submits a proper invoice; and
 - (4) Provides the Contractor with written notice of the funding certification.
- (c) The Contractor shall include in its subcontracts a clause that requires the Contractor to:
 - (1) Within 5 business days of its receipt of notice the approved additional funding, provide the subcontractor with notice of the amount to be paid to the subcontractor for the additional work to be performed by the subcontractor;
 - (2) Pay the subcontractor any undisputed amount to which the subcontractor is entitled for the additional work within 10 days of receipt of payment from the District; and
 - (3) Notify the subcontractor and CO in writing of the reason the Contractor withholds any payment from a subcontractor for the additional work.

- (d) Neither the District, Contractor, nor any subcontractor may declare another party to be in default, or assess, claim, or pursue damages for delays, until the parties to agree on a price for the additional work.

I.10 NON-DISCRIMINATION CLAUSE

- I.10.1** The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, effective December 13, 1977, as amended (D.C. Law 2-38; D.C. Official Code § 2-1401.01 *et seq.*) (“Act”, as used in this clause.) The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, the Contractor agrees, and any subcontractor shall agree, to post in conspicuous places, available to employees and applicants for employment, a notice setting forth the provisions of this non-discrimination clause as provided in section 251 of the Act.
- I.10.2** Pursuant to Mayor’s Order 85-85, (6/10/85), Mayor’s Order 2002-175 (10/23/02), Mayor’s Order 2011-155 (9/9/11) and the rules of the Office of Human Rights, Chapter 11 of Title 4 of the D.C. Municipal Regulations, the following clauses apply to the Contract:
- I.10.3** The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. Sexual harassment is a form of sex discrimination, which is prohibited by the Act. In addition, harassment based on any of the above-protected categories is prohibited by the Act.
- I.10.4** The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. The affirmative action shall include, but not be limited to the following:
- a) employment, upgrading or transfer;
 - b) recruitment, or recruitment advertising;
 - c) demotion, layoff, or termination;
 - d) rates of pay, or other forms of compensation; and
 - e) selection for training and apprenticeship.
- I.10.5** The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting agency, setting forth the provisions in paragraphs 19(b) (1) and (b) (2) concerning non-discrimination and affirmative action.

- I.10.6** The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in paragraph 19(b) (2).
- I.10.7** The Contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the Contracting agency, advising the said labor union or workers' representative of that Contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- I.10.8** The Contractor agrees to permit access to its books, records, and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of the Office of Human Rights or designee, for purposes of investigation to ascertain compliance with the Act, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.
- I.10.9** The Contractor agrees to comply with the provisions of the Act and with all guidelines for equal employment opportunity applicable in the District adopted by the Director of the Office of Human Rights, or any authorized official.
- I.10.10** The Contractor shall include in every subcontract the equal opportunity clause, i.e., paragraphs 19(b) (1) through (b) (9) of this clause, so that such provisions shall be binding upon each subcontractor.
- I.10.11** The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or Contractor as a result of such direction by the Contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District

I.11 RIGHTS IN DATA

A. Definitions

1. "Products" - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program

listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.

2. “Existing Products” - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.

3. “Custom Products” - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.

4. “District” – The District of Columbia and its agencies.

B. Title to Project Deliverables

The Contractor acknowledges that it is commissioned by the District to perform services detailed in the contract. The District shall have ownership and rights for the duration set forth in the contract to use, copy, modify, distribute, or adapt Products as follows:

1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with Contractor or third-party proprietary owner, who retains all rights, title and interest (including patent, trademark or copyrights). Effective upon payment, the District shall be granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the District as part of Contractor’s proposal that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the District’s satisfaction), and distribute Existing Product to District users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose of the project or work plan or contract. Licenses shall be granted in the name of the District. The District agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.

2. Custom Products: Effective upon Product creation, Contractor hereby conveys, assigns, and transfers to the District the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all patent, trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor.

C. Transfers or Assignments of Existing or Custom Products by the District

The Department may transfer or assign Existing or Custom Products and the licenses thereunder to another District agency. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a project or work plan in the course of Contractor's business.

D. Subcontractor Rights

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

E. Source Code Escrow

1. For all computer software furnished to the District with the rights specified in section B.2, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in section B.2 of this clause. For all computer software furnished to the District with the restricted rights specified in section B.1 of this clause, the District, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the contract or any paid-up maintenance agreement, or if the Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

2. If the Contractor or Product manufacturer/developer of software furnished to the District with the rights specified in section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the District with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/ developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.

3. The Contractor shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same

manner as provided above and certify such updating of escrow to the District in writing.

F. Indemnification and Limitation of Liability

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

I.12 OTHER CONTRACTORS

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

I.13 SUBCONTRACTS

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

I.14 INSURANCE

A. GENERAL REQUIREMENTS. The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. Should the Contractor decide to engage a subcontractor for segments of the work under this contract, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement

Template provided by the CA, to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor and the CA. The Contractor must provide proof of the subcontractor's required insurance to prior to commencement of work by the subcontractor. If the Contractor decides to engage a subcontractor without requesting from ORM specific insurance requirements for the subcontractor, such subcontractor shall have the same insurance requirements as the Contractor.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including

ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit including explosion, collapse and underground hazards.

The contractor should be named as an additional insured on the applicable manufacturer's/distributor's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad).

DGS should collect, review for accuracy and maintain all warranties for goods and services.

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers must be endorsed onto the policy
3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
4. Employer's Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

5. Crime Insurance (3rd Party Indemnity) - The Contractor shall provide a Crime policy including 3rd party fidelity to cover the dishonest acts of Contractors, its employees and/or volunteers which result in a loss to the District. The Government of the District of Columbia shall be included as loss payee. The policy shall provide a limit of \$50,000 per occurrence.
6. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$5,000,000 per occurrence or claim, \$5,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
7. Installation-Floater Insurance - For projects not involving structures, the contractor shall provide an installation floater policy with a limit equal to the full contract value. The policy shall cover property while located at the project site, at temporary locations, or in transit; deductibles will be the sole responsibility of the contractor.
8. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.
9. Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. Coverage should include physical abuse, such as sexual or other bodily harm and non-physical abuse, such as verbal, emotional or mental abuse; any actual, threatened or alleged act; errors, omission or misconduct. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called "silent" coverage under a commercial general liability or professional liability policy will not be acceptable.

10. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$10,000,000 per occurrence and \$10,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

D. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**

E. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

F. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

H. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

GEORGE G. LEWIS, CPPO C/O Keith R. Giles

Chief Procurement Officer
Chief of Contracts & Procurement
Department of General Services
2000 14th Street, N.W. | 4th Floor
Telephone: (202) 727-2800
E-mail address: keith.giles@dc.gov

The CO may request, and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

- I. DISCLOSURE OF INFORMATION. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.
- J. CARRIER RATINGS. All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the in the District.

I.15 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as **Attachment J.8**. An award cannot be made to any Offeror who has not satisfied the equal employment requirements.

I.16 TIME

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

I.17**ORDER OF PRECEDENCE**

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

ORDER OF PRECEDENCE

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

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Department of General Services Standard Contract Provisions for Services and Supplies dated, January 2016
- (4) Contract attachments other than the Standard Contract Provisions
- (5) RFP, as amended
- (6) Proposal

**SECTION J
ATTACHMENTS**

The following list of attachments is incorporated into by reference.

Attachment Number	Document
J.1	Government of the District of Columbia’s Department of General Services Standard Contract Provisions (“SCP”) for Supplies and Services Contracts, January 2016
J.2	U.S. Department of Labor Wage Determination 2015-4282, Revision No.: 17, dated 24-April-2020
J.3	Way to Work Amendment Act of 2006 - Living Wage Notice & Fact Sheet
J.4	Offeror/Offer Certification revised February 2020
J.5	Department of Employment Services First Source Employment Agreement <i>(as required by law)</i>
J.6	Department of Employment Services First Source Employment Plan <i>(as required by law)</i>
J.7	DSLBD SBE Subcontracting Plan Form <i>(as required by law)</i>
J.8	Equal Employment Opportunity Employer Information Report and Mayor’s Order 85-85
J.9	Certificate of Clean Hands
J.10	Award Signature Page – Section A, Page 1
J.11	Form of Invoice
J.12	Bid Form - a Price and Cost Schedules/Compensation
J.13	Form of Inspection Report
J.14	Past Performance Evaluation Form(s)
J.15	List of Approved Products

SECTION K REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 Offeror/Offerors Certification Form *Attachment J.4*

K.2 **WALSH-HEALEY ACT**

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. §§ 35-45) (the “Act”, as used in this section), the following terms and conditions apply:

- (a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR 50-201.3) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2) (41 U.S.C. §40). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (29 U.S.C. §214).

K.3 **CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (JULY 1990)**

K.3.1 Definitions. As used in this provision:

K.3.1.1 **Controlled substance:** means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. § 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

K.3.1.2 **Conviction** means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

K.3.1.3 **Criminal drug statute** means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

K.3.1.4 **Drug-free workplace** means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

K.3.1.5 **Employee** means an employee of a contractor directly engaged in the performance of work under a District contract. “Directly engaged” is defined to include all direct cost employees

and any other contractor employee who has other than a minimal impact or involvement in contract performance.

K.3.1.6 **Individual** means an Offeror/contractor that has no more than one employee including the Offerors/contractor.

K.3.2 The Contractor, if other than an individual, shall within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration:

- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish an ongoing drug-free awareness program to inform such employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Contractor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by **Section [K.3.1(4)]** of this clause;
- (4) Notify such employees in writing in the statement required by **Section [K.3.1(4)]** of this clause that, as a condition of continued employment on this contract, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Notify the CO in writing within 10 days after receiving notice under **Section [K.3.1(2)]** of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under **Section [K.3.1(2)]** of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - a. Take appropriate personnel action against such employee, up to and including termination; or
 - b. Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of **Section [K.3.1]** through **[K.3.1 (5)]** of this clause.

K.3.3 The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

K.3.4 In addition to other remedies available to the District, the Contractor's failure to comply with the requirements of **Sections [K.3.2] or [K.3.3]** of this clause may render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

The Department intends to award a single Fixed-Price Contract resulting from this solicitation to the responsive and responsible Offeror whose offer conforms to the solicitation and will be most advantageous to the Department, in accordance with D.C. Official Code § 2-354.03, cost or price, technical and other factors, specified elsewhere in this solicitation shall be considered.

L.1.2 Selection of Negotiation Process

In accordance with **27 DCMR § 1632**, after evaluation of the proposals using only the criteria stated in the RFP and in accordance with weightings provided in the RFP, the CO may elect to proceed with any method of negotiations, discussions or award of the Contract without negotiations, which is set forth in subsections (a), (b), (c), or (d) of 27 DCMR § 1632.1. If the CO elects to proceed with negotiations under subsection (c) of 27 DCMR §1632.1, the CO may limit, for purposes of efficiency, the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

L.2 PROPOSAL ORGANIZATION AND CONTENT

The procurement of these services will be conducted electronically; proposals shall be submitted via email to the Contract Specialist of record, **Keith Giles** at DGS.GOODS-SERVICES@DC.GOV. To be considered, an Offeror shall submit all required attachments via email before the closing date and time. Paper, telephonic, telegraphic, and facsimile proposals ***will not be accepted***.

Volume I – Technical Proposal shall be submitted as an individual .pdf file. ***Volume II – Price Proposal*** shall be submitted in its original state, Microsoft™ Excel .xls file format and finally the ***Compliance Documents*** listed in **Section [L.2.10]** shall be submitted as individual .pdf files appropriately titled for recognition. The District ***will not*** be responsible for corruption of ***any*** files submitted. If a submitted file cannot be viewed and printed as specified, it will not be considered.

The Offeror shall submit the following with its electronic proposal submission: ***(i)*** a technical proposal, ***(ii)*** a price proposal and ***(iii)*** each compliance document identified in **Section [L.2.10]**. **Please note that each email is limited to attachments having a collective maximum size of 25 MB. Contractors are permitted to delivery all documents by way of multiple email submissions; however, all emails must be received on or before the submission deadline to be considered.**

The Offeror shall label each attachment, i.e., “Technical Proposal”, “Price Proposal”, “Subcontracting Plan”, “Past Performance Evaluation Form [Company Name]” etc.

- L.2.5** Offerors are directed to the specific proposal evaluation criteria found in **Section [M]** of this solicitation, Evaluation Factors. The Offeror shall respond to each factor in a way that will allow the District to evaluate the Offeror’s response. The Offeror shall submit information in a clear, concise, ***factual***, and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the Offeror proposes to ***fully*** meet the requirements in **Section [C]**.
- L.2.6** Offerors shall complete, sign and submit all Representations, Certifications, Compliance Documents and Acknowledgments as appropriate.
- L.2.7** The District will reject any offer that fails to include a subcontracting plan that is required by law.
- 1.2.8** Each **Technical Proposal** ***must be*** organized and prepared as follows:
- i.** Table of Contents;
 - ii.** Proposals shall be typewritten in 12-point font size;
 - iii.** with each section separated
 - 1. Past Performance;
 - 2. Relevant Experience; and
 - 3. Project Team Qualifications and Resumes; and Project Management Plan).
- L.2.9** Each **Price Proposal** ***must be*** organized and prepared as follows:
- iv.** Completed Bid Form - Price Schedule substantially in form of ***Attachment J.12A and J.12B Microsoft™. xml format.***
 - 1. ***NOTE: In the opinion of the Department, any material deviations of this from, Attachment J.12A which is provided by the Department, shall be sufficient to render the proposal non-responsive and subject to exclusion from further evaluation in consideration of award.***
- L.2.10** Each **Compliance Document** must be organized and prepared as follows and **submitted as individual** .pdf documents:
- v.** Offeror/Offeror Certification – ***Attachment J.4***
 - vi.** DOES 1st Source Agreement – ***Attachment J.5***
 - vii.** DOES 1st Source Employment Plan – ***Attachment J.6***
 - viii.** DSLBD Subcontracting Plan Form – ***Attachment J.7***
 - ix.** DOES EEO Policy and Report – ***Attachment J.8***
 - x.** Certificate of District City-wide Clean Hands
In the past, District Agencies were able to access and run vendor Clean Hands Certification independently; however, that process changed as of April 15, 2020 and now the process requires the taxpayer to generate and

provide the agencies with the Clean Hands Certificate from the OTR self-service portal located at <https://mytax.dc.gov/>

- xi.** Offerors' Past Performance Evaluation Form(s)- **Attachment J.14 – The Offeror shall provide no less than three (3) Past Performance Evaluations from its clients where providing comparable relative and related services defined by this RFP.**

L.3 REQUIREMENT FOR AN ELECTRONIC COPY OF PROPOSALS TO BE MADE AVAILABLE TO THE PUBLIC

In addition to the proposal submission requirements in **Section [L.2]** above, the offeror must submit an electronic copy of its proposal, **redacted** in accordance with any applicable exemptions from disclosure under D.C. Official Code § 2-534. Redacted copies of the offeror's proposal must be submitted along with the electronic copy submission outlined in **Section [L.2]**. D.C. Official Code § 2-536(b) requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the Contract, subject to applicable Freedom of Information Act (FOIA) exemption under § 2-534(a)(1). Successful proposals will be subject to applicable FOIA exemptions.

L.4 PRE-PROPOSAL CONFERENCE

A pre-proposal **Webinar** will be held at **[11:00 a.m. EST on Friday, January 8, 2021](#)**

The Department invites you to participate in the scheduled WebX meeting

Join the Webx Meeting through the below website link:

Meeting link: [DGS DCAM-21-NC-RFP-0010 Pre-proposal WebX](#)
Meeting No.: 180 414 1641
Meeting Password: pSpmaYNR535 *Case Sensitive*

- L.4.1** The pre-proposal conference will be held via a teleconference/web-x as noted above in **Section [L.4]**. To participate in the teleconference/Web-x for the subject RFP discussions, on the date and time specified above, please utilize the embedded hyperlink to automatically direct you to the virtual WebX meeting room. You will be prompted to provide the Meeting No. listed above and then the Meeting Password. Please remember the Meeting Password is case sensitive:

- L.4.1.1** If the Webinar has not started, you will be placed in a queue until the host starts the webcast. If you join the call after it has started, the system will automatically join you to the call; an audible beep will come over the line to indicate a new participant has joined. To exit the Webinar, simply hang up and or exit.

- L.4.1.2** Prospective Offerors will be given an opportunity to ask questions regarding this solicitation during the Webinar by using the virtual chat room feature (see example diagram). The purpose of the Webinar is to provide a structured and formal opportunity for the District to accept questions from Offerors on the solicitation document as well as clarify the contents of the solicitation.

L.4.1.2.1 Pre-Proposal Web-x Attendance Confirmation: All Offerors participating in the Webinar are instructed to confirm “attendance” day-of, by sending an email to the Department’s, Contracts and Procurement Goods & Services team email box: DGS.GOODS-SERVICES@DC.GOV Your confirmation of attendance shall include at a minimum, first and last name, the name of the representing company/firm, contract phone number and email address. This information is collected for the purposes of keeping potential Offerors informed of all changes to the solicitation which are issued by addenda and posted to the Department solicitation webpage.

L.4.1.2.1.1 *Impromptu questions will be permitted, and spontaneous answers will be provided at the District’s discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the District’s final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than **Tuesday, January 12, 2021 four (4) days following the pre-proposal conference in order to generate an official answer.** The District will furnish responses via addenda issued to the solicitation and posted to the Department’s Solicitation Web page found at <https://dgs.dc.gov/page/dgs-solicitations>. An amendment to the solicitation will be issued only if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials before the award of the Contract will not be binding*

L.5 FACILITY SITE VISIT/WALK-THRU – *RESERVED [Intentionally Omitted]*

L.6 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question by email to the attention of Contract Specialist, Keith R. Giles at DGS.GOODS-SERVICES@DC.GOV. The prospective offeror should submit questions no later than *close of business on Tuesday, January 12, 2021 ten (10) business days* prior to the closing date and time indicated for this solicitation in **Section [L.7]**. The District may not consider any questions received less than *ten (10) business days* before the date set for submission of proposals. The District will furnish responses via addenda issued to the solicitation and posted to the Department’s Solicitation Web page found at <https://dgs.dc.gov/page/dgs-solicitations>. An amendment to the solicitation will be issued only if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials before the award of the Contract will not be binding.

It is each potential Offeror’s responsibility to frequently visit DGS’ Contracts & Procurement website at: <http://dgs.dc.gov/page/dgs-solicitations> to obtain any and all addenda issued once they have received a copy or downloaded a copy of the solicitation.

L.7 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.7.1 Electronic Proposal Submission

L.7.1.1 Pursuant to the current District of Columbia Government, State of Emergency executive order signed by Mayor Muriel Bowser on March 11, 2020 (and as amended), in response to the current SARS-CoV-2 (COVID-19) Coronavirus-19 Pandemic, all proposals, Volume I – Technical, Volume II – Price and all applicable Compliance Documents ***shall be submitted electronically***, on or before the proposal submission due date, ***Wednesday, January 27, 2021 no later than 2:00 P.M. EST*** sharp, via email to the following individuals in accordance with the submission requirements as outlined in **Section [L.2] through [L.3]**:

Contracts & Procurement Division:

Goods & Services Team

Email: dgs.goods-services@dc.gov

Subject Line:

DCAM-21-NC-RFP-0010 City-wide Electronic Security Systems Operations
Maintenance & Repair Services (Attention: Keith Giles)

L.7.1.2 ***RESERVED [Intentionally Omitted]***

L.7.1.3 ***RESERVED [Intentionally Omitted]***

L.7.1.4 ***RESERVED [Intentionally Omitted]***

L.7.1.5 ***RESERVED [Intentionally Omitted]***

L.7.1.6 Hand-delivered, Telephonic, telegraphic, and facsimile proposals will ***not*** be accepted or considered for award.

L.7.2 Withdrawal or Modification of Proposals

An offeror may modify or withdraw its proposal at any time ***before*** the closing date and time for receipt of hand-delivered proposals identified in **Section [L.7.1.1]**.

L.7.3 Late Proposals

The Department will not accept late proposals or modifications to proposals after the closing date and time for receipt of proposals.

L.7.4 Late Modifications

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

L.8 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.8.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process. If, however, a Contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent

with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

L.8.2 Mark each sheet of data it wishes to restrict with the following legend:

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

L.9 PROPOSALS WITH OPTION YEARS

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

L.10 PROPOSAL PROTESTS

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

L.11 UNNECESSARILY ELABORATE PROPOSALS

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

L.12 RETENTION OF PROPOSALS

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

L.13 PROPOSAL COSTS

The District is not liable for any costs incurred by the Offerors in submitting proposals in response to this solicitation.

L.14 CERTIFICATES OF INSURANCE

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in **Section [L.14]** to:

GEORGE G. LEWIS, CPPO C/O Keith R, Giles

Chief Procurement Officer
Chief of Contracts & Procurement
Department of General Services
2000 14th Street, N.W. | 4th Floor
Telephone: (202) 727-2800
E-mail address: Keith.Giles@dc.gov

L.15 ACKNOWLEDGMENT OF AMENDMENTS

The Offeror shall acknowledge receipt of any amendment to this solicitation with its proposal in **Box 13** of **Section [A]** – Award/Contract Signature Page.

L.16 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted under **27 DCMR § 1632.1(c)**, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at a designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After evaluation of best and final offers, the CO may award the Contract to the highest-ranked offeror or negotiate with the highest ranked offeror in accordance with **27 DCMR § 1634**.

L.17 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.17.1 Name, address, telephone number and federal tax identification number of offerors;

L.17.2 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to Contract award or its exemption from such requirements; and

L.17.3 If the Offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.18 FAMILIARIZATION WITH CONDITIONS

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.19 GENERAL STANDARDS OF RESPONSIBILITY

The prospective Contractor must demonstrate to the satisfaction of the District its capability in all respects to perform fully the Contract requirements; therefore, the

prospective Contractor must submit relevant documentation within five (5) days of the request by the District.

L.19.1 To be determined responsible, a prospective Contractor must demonstrate that it:

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the Contract;
- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and government Contract commitments;
- (c) Has a satisfactory performance record;
- (d) Has a satisfactory record of integrity and business ethics;
- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- (f) Has a satisfactory record of compliance with the law, including labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 *et seq.*;
- (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- (h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (i) Has not exhibited a pattern of overcharging the District;
- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

L.19.2 If the prospective Contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective Contractor to be non-responsible.

L.20 **SPECIAL STANDARDS OF RESPONSIBILITY – *RESERVED [Intentionally Omitted]***

SECTION M EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

The Contract will be awarded to the responsible Offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

M.2 EVALUATION CRITERIA (112-Points Maximum)

The Evaluation Criteria set forth below have been developed by agency technical personnel and has been tailored to the requirements of this RFP. The criteria serve as the standard against which all proposals shall be evaluated and serves to identify the significant matters which the Offeror should specifically address in complying with the requirements of this solicitation. Each Offeror's proposal will be evaluated, and the Government will make a determination of the relevancy and confidence level using the scales in table identified in **Section [M.3.1] Technical Rating Scale**. While the Government will strive for maximum objectivity, the evaluation process, by its nature, is subjective; therefore, professional judgment is implicit throughout the selection process. The Offerors that provide the best value to the Government are based on the results of the evaluation criteria described in the paragraphs below which outline the evaluation factors.

M.2.1 Relative Importance of Each Factor and Subfactor. Among the evaluation factors considered in the evaluation process, there are additional subfactors considered, when combined are significantly more important than cost or price.

M.3 TECHNICAL RATING

M.3.1 The Technical Rating Scale is as follows:

Numeric Rating	Adjective	Description
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factors.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

M.3.2 The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor to determine the Offeror’s score for each factor. The Offeror’s total technical score will be determined by adding the Offeror’s score in each evaluation factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, using the Technical Rating Scale above, if the District evaluates the Offeror’s response as “Good,” then the score for that evaluation factor is 4/5 of 40 or 32.

M.3.3 If subfactors are applied, the Offeror’s total technical score will be determined by adding the Offeror’s score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two subfactors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the Offeror’s response as “Good” for the first subfactor and “Poor” for the second subfactor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

M.4 TECHNICAL EVALUATION FACTORS (80-Points Maximum)

These factors consider the Offeror’s experience, past performance, key personnel, and proposed business operations model used in performing services similar to the required services as described in **Section [C]**. These factors include an examination of the quality of services provided, timeliness in service delivery, business practices, and overall satisfaction with the Offeror’s performance.

TECHNICAL EVALUATION FACTORS	POINTS
Factor A: Qualifications and Technical Competence	35
Factor B: Relevant Experience & References	25
Factor C: Key Personnel	20
TOTAL MAXIMUM TECHNICAL POINTS AVAILABLE	80

M.4.1 Qualifications and Technical Competence (35-Points)

The Department desires to engage a Contractor with a minimum of three (3) years relative experience necessary to realize the objectives set forth in Section C – Scope of Work. Offerors shall demonstrate the qualifications and technical competence necessary to perform the District’s requirements as described herein. Offerors will be evaluated on the basis of their qualifications and technical competence as listed below:

- i. Offeror must submit evidence it is authorized, factory trained, and certified by RS2 Systems for system deployment and sustainment. Offeror shall be a current RS2 Level 3 certified company.
- ii. Offeror must submit evidence that it is currently authorized, factory trained, and certified by Milestone Systems as an “Advanced Certified” company for system deployment and sustainment.

- iii. Offeror must submit evidence it is authorized, factory trained, and certified by Assa Abloy as an Authorized Channel Partner for Integrated Wiegand Products. Offeror shall provide evidence of current Integrated Wiegand Product Training Certification.
- iv. Offeror must provide a copy of their current Security Alarm Agent License as issued by the District Department of Consumer and Regulatory Affairs (DCRA)

M.4.2 Relevant Experience & References (25 points)

Offerors will be evaluated based on their demonstrated experience and ability to provide references for the support of RS2, Milestone, ASSA Abloy, Aventura and the associated components that comprise the Citywide ESS system. The Offeror shall submit the following to demonstrate the Offeror’s relevant experience and references that attest to the successful completion of services and systems for the Citywide ESS.

M.4.2.1 The Offeror shall identify contracts/clients of which services were provided of equivalent size, type, and complexity as the Prime within the past five (5) years. List a minimum of three (3) contracts within the last five (5) years of equivalent size, type, complexity, and contract scope consistent with the description(s) of services under this proposed contract. The Offeror shall provide a detailed description of projects that best describe the Offeror’s experience with RS2, Milestone and/or ASSA Abloy and Aventura. Offeror shall provide at a minimum the following verifiable information:

- i. Name, location, and owner of facility.
- ii. Description of the work performed by the Offeror; including comparisons to the work of this solicitation and constraints on performance of the work.
- iii. Contract amount and time period (start and finish dates).
- iv. Identification of Offeror’s personnel involved who are proposed as key personnel for this RFP.
- v. Name, title, address, email address and telephone number of a verifiable representative of the Owner. The Offeror will be responsible to provide valid and accurate contact information for reference checks.
- vi. Describe the types of problems encountered and how they were mitigated.

M.4.2.2 The Offeror shall include with its Proposal a minimum of three (3) Past Performance Evaluations from the Offerors client roster substantially in the form of **Attachment J.14**. Offerors will be evaluated based on their demonstrated experience with: (i) providing electronic security system services for a multi-asset portfolio group; (ii) supervising multiple work crews in a time-sensitive environment; (iii) access to the necessary equipment and labor to implement standards and perform the necessary services with a high-level of satisfaction; and (iv) access to the necessary technology, equipment and training in accordance with requirements outlined in the Scope of Work and original equipment manufacturer equipment specifications. The standard to use for this Contract is demonstrating experience with the most current standards to implement and perform the necessary services to determine if the Offeror provides a sound, compliant approach that meets the requirements of the SOW, and demonstrates a thorough knowledge and

understanding of those requirements and their associated risks. This is the Offerors' opportunity to describe in detail its management approach, style, training standards and implementation of service standards.

M.4.2.3

The past performance assessment will assess the confidence in the Offeror's ability (which includes, if applicable, the extent of its critical subcontractors' involvement) to successfully accomplish the proposed effort based on the Offeror's demonstrated present and past work record. A critical subcontractor is defined as any subcontractor providing support for technical compliance which represents a significant out-sourced capability. The Government will evaluate the Offeror's/the critical subcontractors' demonstrated record of contract compliance in supplying services and products and that meet users' needs, including cost and schedule. Thus, if the Prime intends to sub-contract any portion of services it must also provide its subs capabilities and past performance for consideration. The recency and relevancy of the information, the source of the information, context of the information and general trends in the Contractor's performance will be considered. More recent and more relevant performance usually has a greater impact in the confidence assessment than less recent and less relevant performance. For purposes of this evaluation, recency is defined as active or completed efforts performed within the past three (3) years from the issuance date of this solicitation. The Government will perform an independent determination of relevancy of the data provided or obtained. A relevancy determination will be made for each of the recent submitted contracts, but the Government is not bound by the Offeror's opinion of relevancy.

M.4.3

Key Personnel

(20 points)

This factor encompasses all components of the Offeror's staff and staff related activities to perform the District's requirements as described in **Section [C]** of this RFP. Personnel assigned to this project will be evaluated on the basis of their availability and relevant experience in providing professional services related to the installation and support of the components and technologies that comprise the District's ESS platform. Proposals should identify, at a minimum, (i) Proposed System Administrator; (ii) Proposed Project Manager; (iii) a minimum of five (5) Proposed Service Technicians. At a minimum, Offeror shall provide resumes for all proposed key personnel, including a definition of that person's proposed role for the project.

- i. Offeror shall provide a minimum of four (4) **current** RS2 Personnel Training Certificates.
- ii. Offeror shall provide a minimum of two (2) **current** Milestone Training Certificates for two (2) separate individuals – one (1) **current** Certificate for Milestone Professional and one (1) **current** Certificate for Milestone Advanced.

M.5 PRICE CRITERION (20-Points Maximum)

The price evaluation will be objective. The Offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each Offeror's evaluated price score:

$$\begin{array}{l} \text{Lowest price proposal} \\ \text{-----} \end{array} \times \text{weight} = \text{Evaluated price score}$$

Price of proposal being evaluated

M.6 PREFERENCE POINTS AWARDED PURSUANT TO SECTION [M.9.1] (12-Points Maximum)

M.7 TOTAL POINTS (112-Points Maximum)

Total points shall be the cumulative total of the Offeror’s technical criteria points, price criterion points and preference points, if any.

EVALUATION CRITERIA	MAXIMUM ALLOWABLE POINTS
Criteria A: Technical Evaluation	80
Criteria B: Price	20
Criteria C: DSLBD CBE Preference Points	12
TOTAL MAXIMUM POINTS ALLOWABLE	112

M.8 EVALUATION OF OPTION YEARS

The Department will evaluate offers for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total Department’s requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

M.9 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

Under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2014”, D.C. Official Code § 2-218.01 *et seq.*, as amended (“Act”, as used in this section), the Department shall apply preferences in evaluating proposals from businesses that are certified by the Department of Small and Local Business Development (“DSLBD”) pursuant to Part D of the Act.

M.9.1 Application of Preferences

For evaluation purposes, the allowable preferences under the Act shall be applicable to prime Contractors as follows:

M.9.1.1 Any prime Contractor that is a small business enterprise (SBE) certified by the DSLBD will receive the addition of three points on a 100-point scale added to the overall score.

- M.9.1.2** Any prime Contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score.
- M.9.1.3** Any prime Contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score.
- M.9.1.4** Any prime Contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.9.1.5** Any prime Contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.9.1.6** Any prime Contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.9.1.7** Any prime Contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.9.1.8** Any prime Contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.

M.9.2 **Maximum Preference Awarded**
 Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime Contractor with certified business enterprises.

M.9.3 **Preferences for Certified Joint Ventures** – *RESERVED – [Intentionally Omitted]*

M.9.4 **Verification of Offeror’s Certification as a Certified Business Enterprise**

M.9.4.1 Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The CO will verify the offeror’s certification with DSLBD, and the offeror should not submit with its proposal any additional documentation regarding its certification as a certified business enterprise.

M.9.4.2 Any vendor seeking certification in order to receive preferences under this solicitation should contact the:

DEPARTMENT OF SMALL AND LOCAL BUSINESS DEVELOPMENT
ATTN: CBE Certification Program
 441 Fourth Street, NW, Suite 850N | Washington DC 20001

M.9.4.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.10 **EVALUATION OF PROMPT PAYMENT DISCOUNT**

M.10.1 Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.

M.10.2 In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.