

DCAM-21-NC-RFP-0005
ADDENDUM NO. 04 - EXHIBIT A

NO.	QUESTION	ANSWER
1	When will the Government (DGS) provide the actual work locations and work hours (schedules) for each Asset Class C, D, E?	Please See Addendum No. 04, Item No. 02 (<i>Exhibit B</i>).
2	Can the District please supply the following information for the Asset Classes C, D & E identified as follows: (i) Public Safety & Justice (ii) Human Support Services, (iii) Government Operations. -List of Facility Names -Street Address -Hours of Service for Each Labor Category (Guard I, Guard II, Unarmed and Guard II, Armed)	Please See Addendum No. 04, Item No. 02 (<i>Exhibit B</i>).
3	At the work locations where armed Special Police Officers (SPO) are assigned, will the facility provide suitable arrangements for a gun safe and gun clearing barrel?	DGS/PSD does not provide storage for the Contractor's employees firearms. Additionally, the Contractor's employees are prohibited from exchanging weapons on DC Government property.
4	Will the requirement for three (3) vehicles apply to each Asset Class? For example, Parks and Recreation (3) vehicles, and Public Education (3) vehicles?	Yes. However, if you are submitting a bid for multiple Asset Classes, and you wish to propose the utilization of a pool of vehicles, rather than the required three vehicles per Asset Class, you must explain and provide justification in your proposal.
5	Presently, how many security Contractors and sub-Contractors are providing services for these Asset Class Groups C, D, E?	One security Contractor currently services all sites on the DC Government Security Contract.
6	In the solicitation, there is no specific reference to public or charter school security. Can we expect that this solicitation will include public and charter schools, throughout the District of Columbia?	There are no plans for DC School Security to be covered by any contract administered by the DGS/Protective Services Division. The School Security Contract is administered solely by DCPS.
7	Will the Project Manager and the Assistant Project Manager be housed at a location in the District of Columbia, provided by DGS, or will the security company provide its own management housing?	The Contractor is responsible for providing their own office space and managing logistics.
8	There is contradiction on the required set-aside requirement. On the form (J.7), it says 35% required sub-contracting but in Section B.5.1 and H.9 is stays 50% CBE minimum expenditure. Which is correct for this bid?	In response to the SARS-CoV-2 (COVID-19) Coronavirus-19 global pandemic, under the Mayor's Order 2020-045, Section [B.5.1.1] "Special Provision Related to the COVID-19 Emergency" is incorporated under this open market solicitation; thus Section [H] has been updated to accurately reflect the newly imposed requirement for a non-CBE Prime Contractor to subcontract 50% of the work (at a minimum), with a SBE firm. The incorporation of this Act subsee the language found in Attachment J.7.
9	Does the percentage amount change back to 35% once "Special Provisions related to the Covid-19 Emergency" (per Mayor's Order 2020-045) is no longer a pandemic or hardship on the DC community) or shall it remain in effect for a period of time? Please define this timeframe (ex. After the current period has ended?).	This provision is applicable to the duration of the awarded contract.
10	How does a Contractor "receive a credit"? Please define who gets this credit, how is it paid and when it is paid? What agency tracks this information and how often is payment? Is it paid if a prime or sub-Contractor is participating?	Please contact CBE Compliance at the Department of Small and Local Business Development (DSLBD) for further information. https://dslbd.dc.gov/page/cbe-compliance
11	If a sub-Contractor is utilized, are they required to pay DC's 6% sales tax on services provided on this contract?	Contractors and SubContractors are required to pay sales tax and there is no exemption. However, any equipment is exempt.

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12	L.2.10-Past Performance and again M.4.1.2- Bidders may provide no less than 3 per Asset Class Group, can they be the same of multiple asset group or all different?	Yes, Offerors may provide the same Past Performance evaluations for multiple Asset Class Groups proposal submission packages.
13	M.4.1.1 (i.) Are these verifiable references considered part of L.2.10 or separate Contracts?	Yes, Offerors may request Past Performance Evaluations forms required under Section L.2.10(x) from the same clients it provides in its summary of the firms past overall experience as required by Section M.4.1.1(i).
¥	H.12.8.1 Bid Bond (Attachment J.14)- To confirm, if bidding 3 Asset Classes then 3 individual Bid Bonds of 5% of the total individual proposed contract price (Base plus all Option Years) shall be submitted with the proposal response.	Yes, this is correct. Offerors must provide a Bid Bond for each individual Asset Class it wishes to be considered for evaluation and award.
¥	J.16 – Are multiple certificates required to be completed per Asset Group?	Yes, this is correct. Offerors must provide a certification in the form of J.16 for each individual Asset Class it wishes to be considered for evaluation and award.
16	Clean Hands Certificate- is there a valid date for this document? Can the bidders pull the document in October for a 11/16/2020 submittal?	The Offeror's Clean Hands Certificate should be no older than seven days prior to the due date of proposals.
17	M.4.3 (iv.) Are 3 vehicles per Asset Group needed for Roving Patrols from the Contractor?	Yes, the RFP requires that the Contractor to maintain 3 vehicles per Asset Class; however, the vehicles are not required for any "patrol" on public streets. The reference to "Rovers" in the solicitation refers to Security Officers that may have to tavel/patrol within a single site, or that move from site to site during their shift. However, if you are submitting a bid for multiple Asset Classes, and you wish to propose the utilization of a pool of vehicles, rather than the required three vehicles per Asset Class, you must explain and provide justification in your proposal.
18	Are attachments J.5 and J.6 required to be completed and if so, should one be completed for each Asset Class Goup?	Yes, Offeors must complete all applicable Attachments identified in Section J. Additionally, Offerors must complete and submit these compliance documents for each individual Asset Class Group they wish to be considered for evaluation and award; failure to do so may result in an Offerors Proposal being deemed non-responsible and removed from consideration of evaluation and award.
19	In reference to Sections [M.7] and [M.9.1], how many points is a subContractor eligible for? Would the eligibility be the same if they were the prime?	Only the CBE Prime Contractor's DSLBE preference points are applicable and considered for evaluation of a submission. CBE sub-Contractor preference points are not factored in the evaluation process.
20	How many penalties (H.13) were assessed in 2018, 2019 and 2020? What was the total dollar amount?	Any information regarding a incumbent's performance must be submitted as a formal FOIA request.
21	H.13.1.2.4- How does PSD monitor how a Contractor has reviewed another Contractor's pre-assignment Training? This violation of \$100 could be staggering if incorrect records are handed off from the departing company.	It is expected that any new Contractor would not accept incomplete or inadequate training records from the relinquishing/departing Contractor. Training records and background checks are the responsibility of the Contractor through the licensing process with the DC Department of Consumer and Regulatory Affairs (DCRA) and the Metropolitan Police Department's Special Officers Management Branch. The DGS/Protective Services Division is not the Regulating Authority for Special Police Officers and Security Officers, PSD only administers the security contract. However, all of the Contractor's personnel must be in compliance with all of the city's law and regulations regarding SPO/SO's to avoid violating the contractual agreement.

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22	H.13.1.2.8. This requirement doesn't seem worded correctly?	To clarify: There will be a disincentive fee of \$100 per employee if an uncertified or unqualified instructor is utilized for any required training. Additionally, the personnel trained by said uncertified or unqualified instructor, must be retrained by a qualified instructor, at no additional expense to the DC Government. To illustrate: Should an unqualified instructor teach a class to 10 on your personnel, No matter the type of class, the disincentive fee would be \$1,000 and the training would have to be repeated at the Contractor's expense.
23	C.6.4.23. How many PSD Spot Checks are performed monthly?	This varies from month to month, and will not be disclosed, as contract security employees are subject to checks at any time.
24	Does the current security team possess all the required training as outlined in Section C?	The incumbent is in compliance with all required personnel training under its current Contract. However, though the Contract is of similar services to those being solicited under this RFP the Contracts are not the same. For the avoidance of doubt and to provide clarification, DC Department of Consumer and Regulatory Affairs and the Metropolitan Police Department's Special Officer Management Branch are charged with the oversight of security personnel throughout the city. All personnel servicing the contract must be in compliance with DC Municipal Regulations, Title 6A, Chapter 11, regarding Special Police and Security Officers, to maintain the required certifications. Contract security personnel found not to be in compliance may result in a fine being levied against the Contractor.
25	What type of weapon is preferred for the Guard II, Armed?	The DGS/Protective Services Division is not the regulating authority for Special Police and Security Officers in the District of Columbia. Special Police and Security Officers shall be equipped per the requirements outlined in DC Municipal Regulations, Title 6A, Chapter 11. Questions relating to the type/make/model of firearms that are allowable for Armed SPO's under the DC Code should be directed to the Metropolitan Police Department's Special Officers Management Branch.
26	For the requirements of C.12, are those Roving Security Officers part of the Clin Hours listed in the Asset Class excel sheet? Should there three (3) vehicles be part of the Contractors' overhead or can they be direct billed?	Yes, the RFP requires that the Contractor to maintain 3 vehicles per Asset Class at its own expense. For clarity, the vehicles are not required to "patrol" public streets. The reference to "Rovers" in the solicitation refers to Security Officers that may have to travel/patrol within a single site, or that move from site to site during their shift. These SO are included as part of the staffing requirement for individual post and thus subject to the specified CLIN.
27	C.12.1 TAS- Can a premium be charged for coverage that is within the 24 hours of notice?	No, this is a Firm-Fixed price contract based on fully-loaded hourly labor rates. It is the Districts' expectation that the Awarded Contractor have staffing capacity to cover planned and unplanned services.
28	C.7.1.1 Is a Project Manager needed for each Asset Class? Is this position Billable?	Per the RFP, each Asset Class must have a Project Manager and Assistant Project Manager. Should your company wish to submit a proposal for multiple Asset Classes, and should you assert that one Project Manager/Assistant Project Manager is capable of managing more than one Asset Class, you will need to clearly establish his/her/their capabilities for doing so in your proposal. However, this position is not billable.
29	Section C.29 Positions listed as Project Manager and Assistant Project Manager and Field Supervisor- are they required for every Asset Class?	Per the RFP, each Asset Class must have a Project Manager and Assistant Project Manager. Should your company wish to submit a proposal for multiple Asset Classes, and should you assert that one Project Manager/Assistant Project Manager is capable of managing more than one Asset Class, you will need to clearly establish his/her/their capabilities for doing so in your proposal. For avoidance of doubt and for clarification, these positions are not billable.
30	Can the Offer Submit an alternate cost proposal for multiple Asset Class Awards?	No, Offerors must submit pricing for each Asset Class Group it wishes to be considered for award substantially in the form of Attachment J.12 C, D and E. Furthermore, in accordance with Section [L.2.9], it is the opinion of the Department, that any material deviations of these forms as provided by the Department, Attachment J.12C, J.12D and or J.12E, shall be sufficient to render the proposal non-responsive and subject to exclusion from further evaluation in consideration of award.

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31	Section B.3 Asset Class Award Groups-Can each Asset Class submission be uploaded separated by their group letter or shall they be multiple entries?	For clarifications and avoidance of doubt, this solicitation is being conducted electronically, via email submission to the Department's, Contracts & Procurement Team email box: dgs.goods-services@dc.gov. All proposal submissions shall be email to the above address on or before the submission deadline. Moreover, if Offeror X would like consideration and evaluation for Asset Class Group C and Asset Class Group E – the Offeror shall provide individual proposal packages, one for Asset Class Group C and a separate proposal package for Asset Class Group E to be consider for award of either. Additionally, Contractors are permitted to deliver all documents by way of multiple email submissions; however, all emails must be received on or before the submission deadline to be considered
32	<p>L.2.2 If the Contractor is bidding all three classes would this be their electronic submission list?</p> <p>- Class C -Volume I Technical Proposal (original and redacted) - Class C -Volume II Pricing Proposal - Class C -All Compliance Documents from Section L.2.10</p> <p>- Class D- Volume I Technical Proposal (original and redacted) - Class D- Volume II Pricing Proposal - Class D -All Compliance Documents from Section L.2.10</p> <p>- Class E- Volume I Technical Proposal(original and redacted) - Class E- Volume II Pricing Proposal - Class E -All Compliance Documents from Section L.2.10</p>	Yes. The Price Proposal should be marked Volume II.
33	L.3 Can the Pricing Proposal be redacted too?	Yes, per section L.3 a separate redacted copy of the complete proposals shall be submitted.
34	L.20.2 Is it the expectation that this be done for the Proposal submission or upon Contract Award?	Yes, the Offeror shall submit all information requested in Section [L.20.2] with its Proposal.
35	C.7.2.2 How does PSD validate that a Contractor has a 10% greater surplus of personnel?	The DGS/Protective Services Division 's Contracting Officer's Technical Representative (COTR) may audit the Contractor's available personnel at any time to measure compliance with this requirement.
36	F.3.1 Does the current contract for Asset Classes C, D and E maintain at least 51% district residents as employees?	The DGS and its Protective Services Division are not the regulating authority for First Source agreements and compliance. First Source compliance is monitored by the Department of Employment Services ("DOES"). It is the expectation of the District that the awarded comply with all requirements, reporting, vacancy advertisement and hiring etc. For further information regarding compliance requirements please contact DOES directly.
37	For a Security Transition, what is the Ramp Up time allowed? For example, on the Web Ex call, it was noted that the current contract expires 4/10/2021, when will the successful contract be awarded for the Asset Classes? Is it suggested to be 90 days as listed in I.5.2.1?	The Department anticipates making Contract award early Q2 of FY21. Once awarded the Contractor shall submit its proposed transition plan within 5 business days. We expect the transition process to span a 30-day period.
38	We note that the Contractor is expected to be ISO 9001:2015 compliant (C.3.1.18) See RFP Section C.5.5 on page 18. Does that specification require ISO 9001:2015 certification? Can bidders that do not possess certification still satisfy that specification by explaining how they adhere to the quality management principles of ISO 9001:2015? Does the Sub-Contractor need to possess the ISO 9000 compliance? We cannot find a licensed SBE that possesses this requirement?	ISO 9001 compliance is not required, but it is expected that each Contractor is capable of meeting the standards set forth regarding the fundamentals of quality management systems.
39	RFP Section C.2 on pages 10-11 states that Standard Contract Provisions (2007) in the most recent or amended form are applicable to this procurement. Are the Standard Contract Provisions supplied as Attachment J 1 what is referenced in RFP Section C.2?	Per Section [C.2] #12 the Solicitation states the applicable Standard Contract Provisions March 2007, most recent or as amended. The Department supplied the most recently amended version as Attachment J.1, Standard Contract Provisions January 2016.

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40	<p>Can RFP Section I.14.A on pages 89-90 be revised as follows to reflect those parameters? a. 3rd full paragraph, lines 4-5:</p> <p>i. Replace the phrase "for claims against The Government of the District of Columbia relating to this Contract" with the phrase "to the extent of the Contractor's indemnification obligations under this Contract and up to the required insurance coverage amount." b. 3rd full paragraph, line 11:</p> <p>i. Replace the phrase "(or CG 20 10 07 04 and CG 20 37 07 04)" with the phrase "(or CG 20 10 04 13 and CG 20 37 04 13)."</p>	No the Office of Risk Management will not except changes to the templete.
42	<p>We note that the District requires that the District's rights as an additional insured extend to the Contractor's entire tower of insurance. See the last sentence of RFP Section I.14.A on page 90 directly above Section I.14.A.1. Our company is a very large, national security provider, and we maintain insurance limits that are commensurate with our size and scope of operations. This requirement may appear facially fair, but in effect it compels big firms to provide much larger amounts of insurance. Although each bidder may offer the specified insurance coverage, in the case of a large bidder, the District would be getting access to tens of millions more insurance than it would from other smaller bidders. Such a result is unfair. That requirement also effectively precludes us from accessing any portion of our insurance to satisfy other claims from time to time. Can the cited sentence be removed in exchange for increasing the Umbrella/Excess Liability coverage limits from \$25 million to \$25 million?</p>	No, the Department will not remove the cited sentence, per the Office of Risk Management.
43	<p>We note the last sentence of RFP Section I.14.A.1 on page 91. Can that sentence be deleted? It does not appear to apply to this procurement.</p>	No, the Department will not remove this sentence, per the Office of Risk Management.
44	<p>Can RFP Section I.14.A.5 on page 91 be revised to insert phrase "as their interests may appear" after the phrase "loss payee" on line 4?</p>	No, the Department will not revise Section I.14.A.5, per the Office of Risk Management.
45	<p>We note the requirement in RFP Section I.14.A.9 on page 92 to provide affirmative coverage for sexual/physical abuse and molestation in the amount of \$1 million per occurrence and \$2 million aggregate. Our company's commercial general liability insurance policy does not provide for affirmative coverage; however sexual/physical abuse and molestation is not expressly excluded. Can the cited section be revised as follows? a. On line 4, delete the word "affirmative."</p> <p>b. On line 4, insert the following sentence after the word "coverage."</p> <p>i. "Such requirement will be deemed satisfied if Contractor's commercial general liability insurance policy includes limits of \$1 million per occurrence and \$2 million aggregate and contains no express exclusions for sexual/physical abuse and molestation."</p>	Per the Office of Risk Management, a So-called "silent" coverage is unacceptable. Either a stand-alone policy or endorsement to the CGL with separate limits is required. Limits cannot be shared.
46	<p>We note the requirement in RFP Section I.14.A.10 on 93 for all liability coverages to be scheduled under the umbrella and/or excess policy. Our company's Excess Liability policy is not structured to schedule the Workers Compensation, Crime Insurance and Cyber Liability policies. Can the cited section be revised to add the phrase "except Workers Compensation, Crime Insurance and Cyber Liability" after the word "coverages" on line 6?</p>	Per the Office of Risk Management, Crime and Cyber will not be scheduled under the Umbrella. The Employer's Liability section of the Worker's Compensation does need to be scheduled. This is usual and customary.
47	<p>We note the requirement in RFP Section I.14.B.4 on page 93 for the Contractor to maintain lost key coverage. Our company's commercial general liability policy includes a \$1 million sublimit for lost key coverage. Can the cited section be revised to include the phrase "in the amount of \$1,000,000" after the word "coverage" on line 1?</p>	Per the Office of Risk Management, No the cited Section cannot be revised; however the \$1MM limit is sufficient.
48	<p>Our company stands behind our security services and regularly accepts the obligation to indemnify clients for the comparative portion of any losses, costs or damages that are caused by the negligent acts or omissions of our personnel in the performance of security services under client agreements. Can Article 9 "Indemnification" of the Standard Contract Provisions attached to the RFP as Attachment J 1 be revised as follows to reflect those parameters:</p> <p>Replace the phrase "resulting from, arising out of, or in any way connected to activities or work performed" on lines 4-5 with the phrase "to the extent caused by the negligent performance of the work."</p>	No, the Standard Contract Provisions January 2016 as provided as Attachment J.1 shall remain unchanged.
49	<p>Can one Contractor be awarded more than one Asset Class?</p>	The Department intends to award up-to, three (3) Contractors (one (1) Contractor for each Asset Class Group, and one (1) Asset Class Group per Contractor); however, the Department reserves the right to award more than one (1) Contract to a single Contractor, if in the best interest and determined to be most advantageous to the District.

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50	Can you provide a seniority list of all personnel currently assigned to each Asset Class?	This is <u>not</u> within the purview of the DGS/Protective Services Division. The union representing Special Police Officers and Security Officers is independent of the DC Government. We suggest that you contact the Service Employees International Union, 1800 Massachusetts Avenue, NW, directly for any questions regarding the application of seniority.
51	Which Asset Class contains the Department of Behavioral Health (DBH)?	The Department of Behavioral Health is included under Asset Class D, Human Support Services.
52	Please confirm the occupation codes within Attachment J.2 (US DOL Wage Determination 2015-4281 Revision 16 dated 23-April-2020) for each CLIN within each Asset Class.	It is the expectation of the District that the Offeror have the minimum expertise to review and decipher the U.S. E57 Wage Determination and apply the applicable prevailing wage.
53	If a new wage determination is issued before the start of an Option Year (OY), will the Contractor be able to modify the bill rate to reflect the change required by the new DoL Wage Determination?	This is a Firm-Fixed price contract based on fully-loaded hourly rates for a Base Period and four subsequent Option Years. The Contractor is bound by the current Collective Bargaining Agreement for Security Guards, for the base period and every proposed Option Year, if exercised. As such, the Contract Price shall include all increases for the Base and Option Years in its original proposal as well as all applicable year-over-year service cost increases due to market variables and any increase to individual labor categories, 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 for the Base Period and any subsequent Option Periods) and, all else necessary to perform all work related to providing the District with safe and proper provision of required services as described herein.
54	When attachment J.11, Collective Bargaining Agreement, expires in 2022 and new terms are negotiated with the union, will Contractor be permitted to modify the bill rate, if needed, to reflect changes in wage rates, health benefits, and supplemental retirement and savings plan (SRSP) as listed in Sections 14.1, Section 19.1, and Section 20.2 respectively, of the CBA?	No, and as in the case of the Wage Determination, it is the Offerors responsibility to consider future CBA rate increases and perhaps consider the historical rate increase rates to aid in determining appropriate pricing structure to the District.
55	Can Contractor bill at an overtime rate for any Temporary Additional Security (TAS) requested with less than twenty-four (24) hour notice?	No.
56	Can you confirm the outgoing Contractor will pay all unused accrued vacation and personal leave to current employees upon contract transition as required in the CBA?	These contracted services fall under a Collective Bargaining Agreement with Service Employees International Union ("SEIU"), Local 32BJ and as such union personnel matters are governed by the CBA (Attachment J.11). The District encourages all Offerors to contact SEIU regarding all Human Resource matters.
57	Are there any fringe benefits, beyond what is listed in the CBA, required for employees assigned to this contract?	Yes. Along with the wages set by the Collective Bargaining Agreement, both the U.S. Department of Labor Wage Determination Service Contract Act and the D.C. Living Wage Act are applicable under this contract (inclusive of fringe benefits and health and welfare). Whichever of the three represents the highest rate is the prevailing wage. Contractors are bound to compensate its employees based on the prevailing wage.
58	Can you provide a copy of the post orders and the security directive manual for one site to serve as an example so we can see the typical post responsibilities?	See Addendum No. 04, Item No. 04
59	Are electronic guard tour systems with electronic logbooks permitted under this solicitation?	Electronic guard tour systems can be considered. Please include any plan for utilizing such in your proposal.
60	Will Contractor be responsible for calibrating security screening equipment like x-ray machines and walkthrough metal detectors?	No, this is not the responsibility of the Security Guard(s). The PSD Threat Management Section or the appropriate Contractor will handle all required calibrations.
61	Can Contractor bill for any surplus personnel who are held in reserve and are not deployed to cover a post assignment as listed in Section C.7.2.2?	No, the Contractor shall bill the District for actual hours worked only and the District will only pay for actual services provided.

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62	How many arrests have Special Police Officers (SPOs) assigned to DGS sites within the Asset Classes on this solicitation made in the last 12 months?	This information is not publically available.
63	What standard is to be used for the psychological examination / screening required by Sections C.9.2.12, C.18.9.2.1 and C.18.9.2.3?	<p>Psychological screenings are the responsibility of the Contractor and are required for the licensing process with the DC Department of Consumer and Regulatory Affairs (DCRA) and the Metropolitan Police Department's Special Officers Management Branch. The DGS/Protective Services Division is not the Regulating Authority for Special Police Officers and Security Officers, PSD only administers the security contract. However, all of the Contractor's personnel must be in compliance with all of the city's law and regulations regarding SPO/SO's to avoid violating the contractual agreement.</p> <p>https://dcra.dc.gov/ and theMetropolitan Police Department's Security Officers Management Branch https://mpdc.dc.gov/page/security-officers-management-branch-somb.</p>
64	What standard is to be used for the physical examination required by Sections C.9.2.12 and C.18.9.2.1?	<p>Physicals are the responsibility of the Contractor through the licensing process with the DC Department of Consumer and Regulatory Affairs (DCRA) and the Metropolitan Police Department's Special Officers Management Branch. The DGS/Protective Services Division is not the Regulating Authority for Special Police Officers and Security Officers, PSD only administers the security contract. However, all of the Contractor's personnel must be in compliance with all of the city's law and regulations regarding SPO/SO's to avoid violating the contractual agreement.</p> <p>https://dcra.dc.gov/ and theMetropolitan Police Department's Security Officers Management Branch https://mpdc.dc.gov/page/security-officers-management-branch-somb.</p>
65	What is the course of fire armed Special Police Officers (SPOs) must use to requalify?	<p>Firearms Training is the responsibility of the Contractor through the licensing process with the DC Department of Consumer and Regulatory Affairs (DCRA) and the Metropolitan Police Department's Special Officers Management Branch. The DGS/Protective Services Division is not the Regulating Authority for Special Police Officers and Security Officers, PSD only administers the security contract. However, all of the Contractor's personnel must be in compliance with all of the city's law and regulations regarding SPO/SO's to avoid violating the contractual agreement.</p> <p>https://dcra.dc.gov/ and theMetropolitan Police Department's Security Officers Management Branch https://mpdc.dc.gov/page/security-officers-management-branch-somb.</p>
66	Will DGS concede that all incumbents hired on this contract are considered fully trained and fully qualified for the CLIN / Labor Categories for which they are already working? Will the DGS exempt incumbents from all initial training requirements reserved for new-hire employees, to include the 40-hours of initial firearms training?	<p>It is expected that, prior to the assumption of any incumbent employees, the receiving contract company will review all training records and qualifications. All training and orientation is the responsibility of the Contractor. However, should a position with a particular DC Government client require additional or specialized training, the DGS/Protective Services Division will work with that client to provide the instructor(s) and a suitable venue for such training. The hourly cost for any such training, however, is the responsibility of the Contractor, and may not be billed to the District. The regulations governing training and qualifications fall under the purview of the DC Department of Consumer and Regulatory Affairs and the Metropolitan Police Department's Security Officers Management Branch. Contractors must maintain compliance with any and all regulations promulgated by those entities, to be in compliance with the contract.</p>
67	What types of firearms and calibers are acceptable for armed Special Police Officers (SPOs) to carry?	<p>The DGS/Protective Services Division is not the regulating authority for Special Police and Security Officers in the District of Columbia. Special Police and Security Officers shall be equipped as outlined in the requirements listed in DC Municipal Regulations, Title 6A, Chapter 11. Questions relating to the type/make/model of firearms that are allowable for Armed SPO's under the DC Code should be directed to the Metropolitan Police Department's Special Officers Management Branch.</p>
68	Are Relief Officers (SOs & SPOs) billable?	<p>All actual hours of services that are performed by the approved CLIN SO, SPO and SPO Guard II are billable.</p>

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69	Is the Contract Security Officer (CSO) mandated in Section C.6.1 separate and distinct from the Project Manager listed in Sections C.7.1.1 and C.29 and the Quality Control Monitor listed in Section C.19.1?	The CSO referred to in this section is intended to be the individual that provides oversight over the qualifications of the employees serving under the contract. Per the RFP, each bidder must designate a person to act within this capacity. Should your company wish to submit a proposal that includes this responsibility overlapping with another required position, you will need to clearly establish that person's capabilities for serving in both roles in your proposal.
70	Will DGS provide to the Contractor a comprehensive Basic and PreAssignment Training Program curriculum IAW Section C.18.6? If no, is the Contractor required to submit the Contractor's Basic and PreAssignment Training Program curriculum to DGS for approval in advance of implementation? How far in advance of implementation?	Special Police Officers and Security Officers shall be trained and equipped as outlined in the requirements listed in DC Municipal Regulations, Title 6A, Chapter 11. The DGS/Protective Services Division is not the Regulating Authority for Special Police Officers and Security Officers, PSD only administers the security contract. However, all of the Contractor's personnel must be in compliance with all of the city's law and regulations regarding SPO/SO's to avoid violating the contractual agreement.
71	Will the Contractor be required to report and be subject to Disincentive fees for internal (white team) penetration testing and other internal quality control activities (QCA) associated with Contractor's Quality Control Plan (QCP)?	The Contractor will not be penalized for conducting Quality Control activities/checks.
72	How many sites have been removed from the current Contractor for "continuous and sustained violations as listed in Section H.13.2.1.5?	None.
73	How are sustained Disincentive Fees or other monetary penalties to be handled within the invoicing process?	The COTR will notify the Contractor of the Disincentive Fee. After review with the Contractor, the applicable Disincentive Fee will be applied as an offset against the next available invoice submitted for processing and payment.
74	What are the requirements needed to obtain a 'good faith waiver' from the CO for the First Source Amendment Act of 1984 as listed in Section H.5.7 and has the CO issued any 'good faith waivers' to the current Contractor within the last 12 months?	No, the CO has not issued any good faith waivers in the last 12-months. Offerors are encouraged to reach out to the District Department of Employment Services (DOES) regarding applicability and requirements for waiver of the First Source Requirement as this requirement is not under DGS oversight.
75	What are the wooden batons for SO's used for in the following section? C.18.7 Firearms Training – The Contractor shall be bound by the regulations promulgated by MPD, SOMB, and codified in DCMR Title 6A, Chapter 11, for firearms training curricula and successful completion thereof. Proof of satisfactory completion of initial firearms training and qualification (40 hours) and required biannual re-qualification (8 hours, twice a year for 16 hours total) shall be provided to the COTR on an annual basis, and whenever new employees are selected for work under the Contract. Firearms Training.	Any questions regarding Firearms or other service weapons and/or training standards should be referred to the Metropolitan Police Department's Special Officers Management Branch. The DGS/Protective Services Division is not the Regulating Authority for Special Police Officers and Security Officers, PSD only administers the security contract. However, all of the Contractor's personnel must be in compliance with all of the city's law and regulations regarding SPO/SO's to avoid violating the contractual agreement.
76	H.13.1.1.3 The Contractor shall discover, report, and detain (SPOs only) Sections [C.6.4.4], [C.6.4.6] and [C.6.4.8] persons attempting to gain unauthorized access to, or having unlawfully entered a property or secured areas; this includes monitoring building intrusion detection systems, conducting random roving patrols and all other related duties as determined by the COTR. The Contractor shall turn over all reports and detainees to PSD and/or MPD. Should investigation reveal failures to prevent, detail or report said access or failure to monitor intrusion detection systems, conduct random patrols or other duties as required by Contractor employee(s), the incident will be memorialized as a Contract failure (non-compliance) and the Contractor will be assessed a Disincentive Fee of five hundred dollars (\$500) per incident. Continued and sustained violations of this section may also result in termination of the Contract. The COTR must be notified immediately of any infractions. The question is : What is the Districts "Written" Definition of "Detain/Detainment" and what is the written definition of an "Arrest"? If a subject is held against their will then it is an arrest and falls under the 4th Amendments right of protection. Where is the definition found in the Districts DCR's and or DCL's pertaining to the two acts of Encounters ?	Special Police Officers within their jurisdiction are permitted to briefly stop persons to investigate a possible crime or to question them without placing them under arrest. Should the circumstances warrant however, per DC Code 23-582(a), "a special policeman shall have the same powers as a law enforcement officer to arrest without warrant for offenses committed within premises to which his jurisdiction extends, and may arrest outside the premises on fresh pursuit for offenses committed on the premises." Further, per subsection DC Code 23-582(c), "any person making an arrest pursuant to this section shall deliver the person arrested to a law enforcement officer without unreasonable delay." In this context, "detain" refers to stopping a person for the purpose of investigating whether that person is lawfully present in the place where the Special Police Officer has found them. Should the person be found to have unlawfully entered or trespassed upon DC Government property, or if they have been previously barred from that property, that person shall be placed under arrest and PSD and/or MPD notified. Should the entry be found to be accidental or inadvertent, the person shall be escorted off the property, and any security deficiency that allowed the person access, such as a defective door lock, should be logged and reported. Should the person have legitimate business on the property, they shall be escorted to an entry point and screened/logged with other visitors.

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NO.	QUESTION	ANSWER
77	In C.9.1 there are two (2) main types of Contract Security Officers: Special Police Officers (SPOs) and Security Officers (SOs). At no additional cost to the District, the Contractor shall obtain all licenses and permits required for each guard and/or supervisor to serve as an armed guard (where required by post orders). Armed guards must carry their firearm license/permits/Commissions on their person while on duty, as required under the licensing guidelines. Failure by an armed guard to carry a valid firearm certificate/permit/Commission while on duty shall result in the guard being removed from the armed post until the certificate or permit is obtained. All armed guards shall have a Carry Permit or proper state certification to carry weapons off site. Guards must have the ability to travel to and from their duty place with their firearm. Locations requiring "unarmed" guards shall be identified as such in the "Post Coverage Schedule". Are you implying that all Armed SPO are required to also possess a Conceal Carry Permit to transport weapon offsite and ride around in a vehicle? Or is there a New Special Permit being issued to the Officers? A company can authorize the Transportation from a officers to carry from home to the Job site and back home if certain requirements are meet. Only the Chief of Police can authorize the carrying of a weapon on a parsons while not At The Contracted Work Site. Will this Authorization be Authorized in Writing? In addition, is the Contractor required to pay for LICENSES FOR CONCEALED PISTOLS?	Please consult DC Municipal Regulations, Title 6A, Chapter 11, for the firearms carrying requirements for Special Police Officers and Security Officers. Contract security employees must be in compliance with the licensing guidelines enforced by the DC Department of Consumer and Regulatory Affairs (DCRA) and the Metropolitan Police Department's Special Officers Management Branch at all times. Any questions regarding the carrying of firearms to/from any duty station to another, or to/from the contract security officer's home to his/her/their duty station should be answered by one of those entities. The DGS/Protective Services Division is not the Regulating Authority for Special Police Officers and Security Officers, PSD only administers the security contract. However, all of the Contractor's personnel must be in compliance with all of the city's law and regulations regarding SPO/SO's to avoid violating the contractual agreement.
78	Supplies & Services, Section B, B.1.1 - 1. Does a single Contractor currently hold contracts for all three Asset Classes being proposed here? - 2. Who is the incumbent to all three Asset Class contracts?	Yes, one Contractor is currently providing services to all locaitons. For informartion regarding the current contract and incumbant please visit the DGS website under Contracts and Procurement or submit an official FOIA request.
79	Supplies & Services, Section B, B.4 Price Schedule - 1. Can you clarify this paragraph? This is covered under SCA, are we only supposed to provide increases to the appropriate areas for everything except to the SCA covered wage rates?	Its is the Department's expection that Offerors provide firm-fixed, fully-loaded hourly rates that factor G&A, the CBA and all other applicable price components.
80	Section J Attachments - 1. It shows J.20 as to be issued by Addenda. Will that provide the post hours and number of SOs, SPOs on post, and which are Rovers, and which stand fixed posts and all the other post particulars? - 2. When will we receive J.13 C, D & E and J.20 Addenda?	See Addendum No. 04, Item No. 03.
81	al response to the RFP. Typically, the vehicles are purchased after the notice o	If the vehicles are not currently in your inventory, please provide information regarding the vehicles you intend to purchase, and your financial ability to do so. Also, note in your proposal that the registration information will be provided to DGS/PSD upon placing said vehicles in service.
82	L.17 Legal Status of Offeror - L.18.3 - 1. Do all parties of a Joint Venture have to be licenses in all Asset Class Locations/States? - 2. Does the License need to be in the Joint Venture name or can one of the parties be licenses or both parties be licenses separately?	Offerors should contact the Districts, Department of Small and Local Business Development for questions related to the applicability of joint-ventures.
83	Will DGS provide a list of eligible certified business enterprises (CBEs) and small business enterprise (SBE) for subcontracting purposes?	Offerors should contract the Districts, Department of Small and Local Business Development for questions related qualified CBE firms for subcontracting needs. Additionally, you can visit DSLBD's CBE Search Portal at the link provided: https://dslbd.secure.force.com/public/
84	Many of the compliance attachments require a contract number. Should Offerors leave those sections blank, label N/A or TBD, or insert the solicitation number?	For the purpose of completing all compliance documents, Offerors are instructed to list the Solicitation No.: DCAM-21-NC-RFP-0005 as the requested Contract number.
85	Per the solicitation, Offerors that are not an SBE or CBE must subcontract at least 50 percent of the contract; however, Attachment J.7 states the subcontracting percentage is 35 percent. Please clarify the percentage that is to be contracted to SBEs/CBEs.	In response to the SARS-CoV-2 (COVID-19) Coronavirus-19 global pandemic, under the Mayor's Order 2020-045, Section [B.5.1.1] "Special Provision Related to the COVID-19 Emergency" is incorproated under this open market solication; thus Section [H] has been updated to accurately reflect the newly imposed requirement for a non-CBE Prime Contractor to subcontract 50% of the work (at a minimum), with a SBE firm. The incorporation of this Act subersee the language found in Attachment J.7.
86	Will DGS provide a list of pre-proposal conference attendees?	Please see Addendum No. 01 Item No. 01 and Addendum No. 02, Item No. 01
87	Please provide a list of all sites based on Class Asset Group (including addresses and post hours) where security services are to be provided under this contract.	See Addendum Number 04, Item no. 02 (<i>Exhibit B</i>).

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NO.	QUESTION	ANSWER
88	Please provide a copy of the pre-proposal conference presentation slides.	See Addendum No. 01, Item No. 1 and Addendum No. 02 Item 01.
89	Contract requires Contractor to provide a home office. Does DGS offer spaces for lease for the Contractor to acquire?	No, the Department will not provide office space.
90	Please provide estimated contract hours performed during the COVID-19 pandemic closures.	The Department does not have this information.
91	Per Section H.9.1.1 " <i>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).</i> " Are SBEs certified by the District?	Yes, all SBE's must be certified by the District's Department of Small and Local Business Development.
92	If SBEs are not certified by the District, can Offerors utilize small businesses certified by the Small Business Association or other Federal agencies?	No. This is not a Federal solicitation, thus any Federal Small Business Administration designation is not applicable and will not be considered.
93	DGS has identified Field Supervisors as key personnel and requires resumes for key personnel to be included in the response. Typically, resumes for Field Supervisors are provided after award. Does DGS require Field Supervisor resumes to be submitted along with resumes of the PM and Assistant PM in the Offeror's response?	In accordance with Section M.4.2(ii), Offerors shall provide resumes of all key personnel identified in the solicitation.
94	Does the Contractor designate an individual as a Contract Security Officer (CSO) to provide quality assurance over all guards hired under the Contract. Please clarify if the CSO position the same as the Quality Control Manager?	The CSO is intended to be the individual that provides oversight over the qualifications of the employees serving under the contract. Per the RFP, each bidder must designate a person to act within this capacity. Should your company wish to submit a proposal that includes this responsibility overlapping with another required position, you will need to clearly establish that person's capabilities for serving in both roles in your proposal.
95	What type of duty weapon do commissioned Officers carry on the current contract? What is the required caliber for the new contract?	The regulations governing the firearms to be utilized by Special Police Officers fall under the purview of the DC Department of Consumer and Regulatory Affairs and the Metropolitan Police Department's Security Officers Management Branch. Contractors must maintain compliance with any and all regulations promulgated by the city and enforced by those entities.
96	What is the transition/phase-in period for this contract?	The Department anticipates a transition period of 30-days.
97	Can DGS provide a summary of the current training records identifying expiration dates of training credentials of all Officers?	Training records are maintained by the Contractor, and cannot be provided by PSD.
98	The solicitation states "The District will provide telephones deemed necessary to conduct official business under this Contract. The Contractor shall be responsible for payment of all unauthorized or phone call charges." Can DGS confirm if all posts will be equipped with a landline telephone?	Communications, and equipment for such, are the responsibility of the Contractor. The lone exception being that the District Government generally provides at least one landline telephone per site, although NOT at every post.
99	Does DGS provide storage and safes or is it up to the Contractor?	DGS/PSD does not provide storage for the Contractor's employees firearms. Additionally, the Contractor's employees are prohibited from exchanging weapons on DC Government property.
100	Provided space, does DGS provide the Contractor with space for supervision and weapon storage or is the Contractor responsible	DGS/PSD does not provide storage for the Contractor's employees firearms. Additionally, the Contractor's employees are prohibited from exchanging weapons on DC Government property.
101	Is parking available and if so, is it provided by DGS or Contractor paid?	The availability of parking is on a case-by-case basis. Parking fees are the responsibility of the Contractor, or the applicable employee.
102	Are radios utilized by the current Contractor? If so, are they Contractor-provided?	Communications, and equipment for such, are the responsibility of the Contractor. The lone exception being that the District Government generally provides at least one landline telephone per site.
103	What are the projected award and start dates for the new contract?	The anticipated Contract(s) award date is early Second Quarter of FY21.

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NO.	QUESTION	ANSWER
104	What volume should Offerors include the completed and signed solicitation/award page in our response?	Offerors are not required to return the Solicitation/Offer/Award/Contract Page, Section A with their submissions. This is a RFP and terms are negotiated upon award at which time the Award Signature Page will be presented with the Contract document for the Awardee's review and signature as acknowledgement and acceptance of the negotiated terms.
105	Please provide a crosswalk for which CLINS are associated with either the CBA or wage determination per the CLIN schedule on B.4.1. As provided, it is unclear whether SPO Guards II armed and unarmed are making the same wage or not from the CBA provided. Please clarify	Please See Addendum No. 04, Item No. 02 (<i>Exhibit B</i>).
106	Does the incumbent have an office in the district if so, where?	For information regarding the incumbent's place of business, Offerors should contact the incumbent directly regarding their place of business.
107	How many vehicles is the current Contractor(s) using for each Asset Class Group?	This is proprietary information and will not be disclosed.
108	Does the incumbent identified in the CBA, Security Assurance Management, perform work for all Asset Classes?	The incumbent identified in the CBA is the current provider of Security Guard Services.
109	Can a Supervisor, or other management personnel, be used as a Relief Officer?	No. The use of supervisors or managers as relief officer is prohibited.
110	For basic and pre-assignment training can the courses be delivered through an electronic management system?	Training is the responsibility of the Contractor through the licensing process with the DC Department of Consumer and Regulatory Affairs (DCRA) and the Metropolitan Police Department's Special Officers Management Branch. The question as to whether on-line training can be considered sufficient, must be referred to those agencies. The DGS/Protective Services Division (PSD) is not the Regulating Authority for Special Police Officers and Security Officers, PSD only administers the security contract. However, all of the Contractor's personnel must be in compliance with all of the city's law and regulations regarding SPO/SO's to avoid violating the contractual agreement.
111	Can the personnel file jacket be maintained as an electronic file?	Training, and the records for such, are the responsibility of the Contractor through the licensing process with the DC Department of Consumer and Regulatory Affairs (DCRA) and the Metropolitan Police Department's Special Officers Management Branch. The question regarding the sufficiency of digital training records must be referred to those agencies. The DGS/Protective Services Division is NOT the Regulating Authority for Special Police Officers and Security Officers, PSD only administers the security contract. However, all of the Contractor's personnel must be in compliance with all of the city's law and regulations regarding SPO/SO's to avoid violating the contractual agreement.
112	Can DGS provide a medical/physical form?	Physicals are the responsibility of the Contractor through the licensing process with the DC Department of Consumer and Regulatory Affairs (DCRA) and the Metropolitan Police Department's Special Officers Management Branch. The question as to whether standardized forms exist must be referred to those agencies. The DGS/Protective Services Division is not the Regulating Authority for Special Police Officers and Security Officers, PSD only administers the security contract. However, all of the Contractor's personnel must be in compliance with all of the city's law and regulations regarding SPO/SO's to avoid violating the contractual agreement.
113	Can DGS provide specifics on the medical and psychological requirements?	Physicals and psychological exams are the responsibility of the Contractor through the licensing process with the DC Department of Consumer and Regulatory Affairs (DCRA) and the Metropolitan Police Department's Special Officers Management Branch. The DGS/Protective Services Division is not the Regulating Authority for Special Police Officers and Security Officers, PSD only administers the security contract. However, all of the Contractor's personnel must be in compliance with all of the city's law and regulations regarding SPO/SO's to avoid violating the contractual agreement.

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114	Are medical exams required more often than pre-employment?	Medical exams are the responsibility of the Contractor through the licensing process with the DC Department of Consumer and Regulatory Affairs (DCRA) and the Metropolitan Police Department's Special Officers Management Branch. The DGS/Protective Services Division is not the Regulating Authority for Special Police Officers and Security Officers, PSD only administers the security contract. However, all of the Contractor's personnel must be in compliance with all of the city's law and regulations regarding SPO/SO's to avoid violating the contractual agreement.
115	Are all Security Guard I positions unarmed?	"Security Guard" refers to unarmed positions. "Special Police Officer" can refer to either armed, or unarmed personnel, depending on the context. Generally, the acronym "ASPO," refers to an armed Special Police Officer, while "USPO," refers to an unarmed SPO.
116	Is a project manager needed for each Asset Class or is it one for C, D and E?	Per the RFP, each Asset Class must have a Project Manager and Assistant Project Manager. Should your company wish to submit a proposal for both Asset Classes, and should you assert that one Project Manager/Assistant Project Manager is capable of managing BOTH Asset Classes, you will need to clearly establish his/her/their capabilities for doing so in your proposal.
117	Will the DGS provide to the Contractor a comprehensive Basic and Preassignment Training Program curriculum IAW Section C.18.6? If no, is the Contractor required to submit the Contractor's Basic and PreAssignment Training Program curriculum to DGS for approval in advance of implementation? How far in advance of implementation?	Training is the responsibility of the Contractor through the licensing process with the DC Department of Consumer and Regulatory Affairs (DCRA) and the Metropolitan Police Department's Special Officers Management Branch. The question as to whether on-line training can be considered sufficient, must be referred to those agencies. The DGS/Protective Services Division is not the Regulating Authority for Special Police Officers and Security Officers, PSD only administers the security contract. However, all of the Contractor's personnel must be in compliance with all of the city's law and regulations regarding SPO/SO's to avoid violating the contractual agreement.